



City of Abilene City Council Agenda

Kyle McAlister, Mayor Pro-tem
Travis Craver, Deputy Mayor Pro-tem
Shane Price, Council Member
Lynn Beard, Council Member
Robert Hanna, City Manager

Weldon Hurt, Mayor

Blaise Regan, Council Member
Brian Yates, 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 September 26, 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. Councilmember Brian Yates

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Recognition:**

- Abilene WIC's State Award for Customer Service

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 8, 2024 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2479 to Teinert Construction to Build Fire Station #9 **(Lesli Andrews)**
5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2477 N. 18th St. Rehabilitation Project to J.H.Strain & Sons, Inc. **(Max Johnson)**
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2478 S. 7th St. Reconstruction Project to J.H.Strain & Sons, Inc. **(Max Johnson)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval of Bids from Noble Supply and Logostocs and Ghost Robotics for Defense Economic Adjustment Assistance Grant (DEAAG) Project in Support of Dyess Air Force Base **(Max Johnson)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Annual Materials Bid #CB-2482 **(Max Johnson)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase One (1) 2025 Freightliner 114SD Roll Off Refuse Truck from Solid Waste through HGAC Co-operative Contract # HT06-20 **(Don Green)**
10. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Scientel Solutions, LLC to Install New Microwave Communications Equipment **(Don Green)**
11. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Alliance Work Partners to Provide Employee Assistance Program Coverage **(Pamela Williams)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services and Amendment of the Current Contract with Resource Data, Inc. as a Provider of Geographical Information Services **(Troy Swanson)**
13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Purchase of Microfiltration Modules from Aria Filtra, a Division of Trojan Technologies Corp., for the Hargesheimer Water Treatment Plant and for the Possum Kingdom Raw Water Roughing Facility **(Rodney Taylor)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bids for Purchase of Bulk Chemicals to be Used by Water and Wastewater Treatment Plants in Fiscal Year 2025 **(Rodney Taylor)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 1 to the Contract with Dowtech Specialty Contractors, Inc. for the Hamby WRF Improvements Ph 2 **(Rodney Taylor)**
16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Amendment No. 1 to the Contract with Enprotec/Hibbs and Todd, Inc. for the Dry Polymer Feed, Sodium Hydroxide Tanks and Grimes Evaluation **(Rodney Taylor)**
17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Pine Street

Water Line Replacement (**Rodney Taylor**)

18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute a Water Supply Agreement with Thompson Golf Group, LLC for the Purchase and Use of Reclaimed Water (**Rodney Taylor**)
19. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Risk Management Software from ClearRisk Using SHI Cooperative Pricing (**Mike Perry**)
20. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving the Purchase of Cyber Liability for the City of Abilene through the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for Fiscal Year 2025 (**Mike Perry**)
21. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Amending Resolution 200-2019 Regarding Public Information Act Requests (**Robert Hanna**)
22. **Ordinance (First Reading) CUP-2024-07:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to the Property at 8302 Military Drive, to Allow a Concrete Batch Plant (**Tim Littlejohn**)
23. **Ordinance (First Reading) Z-2024-24:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.91 Acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF), Located at 3141 Grape Street (**Tim Littlejohn**)
24. **Ordinance (First Reading) Z-2024-25:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.47 Acres from Office (O) to Neighborhood Retail (NR), Located at 317 North Willis Street (**Tim Littlejohn**)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

25. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 8, Article VI, "Code and other Regulations", Division 2, "Building Code" Section 8-481 and Division 7 "Residential Code" Section 8-581 (**Tim Littlejohn**)
26. **Presentation:** Receive a Report, Hold a Discussion and Public Hearing Regarding Lead Service Line Inventory - Water Utilities Department (**Rodney Taylor**)

EXECUTIVE SESSION

27. **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
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

28. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the Municipal Court Judge
29. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Secretary

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 20th day of September, 2024, at 3:35 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

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 Regular Meeting Held on September 8, 2024
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on September 8, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 09-12-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
September 12, 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 September 12, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Mayor Pro-tem Kyle McAlister was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Weldon Hurt delivered the invocation.

Eagle Joyce, Eli Tijerina, and Rea Wood, all 5th Graders from Thomas 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 Awards:
 - Kowe Carmichael – 20 Years – Parks & Recreation
- Proclamations:
 - Service Dog Month – accepted by Hardin-Simmons University staff and students with their service dogs in training.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-20. Items 7 and 9 were pulled for individual consideration. Item 17 was pulled from consideration.

Items pulled from consideration prior to the meeting:

- Item 17

Items pulled for individual consideration:

- Item 7: Councilmember Yates
- Item 9: Councilmember Regan

PUBLIC COMMENTS

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

- Andrew Penns
- Tammy Fogle

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

CONSENT AGENDA

Councilmember Beard moved to approve the consent agenda now consisting of items 4-6, 8, 10-16, 18-20. Councilmember Yates seconded the motion. Motion carried.

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

Councilmember Regan 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 (5): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard and Yates
NAYS (0): None
ABSTAIN (1): Councilmember Regan
ABSENT (1): Mayor Pro-tem McAlister

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 22, 2024
5. 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. 191-2024]

Board	Term End Date
<i>Mayor's Advisory Board for People with Disabilities</i>	
Nikki Parkhill [New]	December 2025 [unexpired term]
<i>TIRZ #2 Board</i>	
Charles Black [Reappointment]	August 2026
Sam Vinson [Reappointment]	August 2026
Ricardo Gutierrez [Reappointment]	August 2026
Robert Higgins [Reappointment]	August 2026
Ben Grant [Reappointment]	August 2026

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations
[ASSIGNED RESOLUTION NO. 192-2024]
8. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2473 Corsicana Ave. Rehabilitation Project to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 194-2024]
10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention and Visitors Bureau FY 2025 Budget
[ASSIGNED RESOLUTION NO. 196-2024]
11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Taylor County Expo Center's FY 2025 Budget
[ASSIGNED RESOLUTION NO. 197-2024]
12. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Renewal of Samsara Telematics Software using Sourcewell Cooperative Contract #020221
[ASSIGNED RESOLUTION NO. 198-2024]
13. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept Grant B-24-CP-TX-2052 from the U.S. Department of Housing and Urban Development
[ASSIGNED RESOLUTION NO. 199-2024]

14. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Task Order with Enprotec, Hibbs and Todd to Design the New Airport Access Road
[ASSIGNED RESOLUTION NO. 200-2024]
15. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Rent Abatement of Up to \$6,500.00 to Help Offset Unanticipated Costs for Brevard Capital to Get Electricity to its On-Airport Service Facility
[ASSIGNED RESOLUTION NO. 201-2024]
16. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2465, CB-2466, and CB-2469 for the Demolition of G.V. Daniels and Cesar Chavez Recreation Centers and Asbestos Abatement of G.V. Daniels to AAR, Inc.
[ASSIGNED RESOLUTION NO. 202-2024]
18. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Hardware from RCN Technologies as a Provider of Wireless Communication Hardware Through the OMNIA Partners Contract #R200803
[ASSIGNED RESOLUTION NO. 204-2024]
19. Resolution: Receive a Report, Hold a Discussion and Take Action to Execute a Purchase Agreement with Flex Financial, a Division of Stryker Sales, LLC to Purchase LifePak 35 Cardiac Monitors and LUCAS CPR Devices for the Abilene Fire Department (AFD)
[ASSIGNED RESOLUTION NO. 205-2024]
20. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on amending Chapter 8, Article VI, "Code and other Regulations", Division 2, "Building Code" Section 8-481 and Division 7 "Residential Code" Section 8-581

ITEM PULLED FROM CONSIDERATION

17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Bid CB-2476 for Improvements to Garcia Field in Sears Park to CJ Fencing LLC.
[NOT CONSIDERED]

This item was pulled from consideration prior to the meeting.

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

7. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2472 Street Resurfacing Project Work Zone S10A (West of Rose Park Neighborhood) to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 193-2024]

Having pulled the item, Councilmember Yates wanted to highlight that this item is a routine process, but is part of the ongoing effort of improving our streets, and that we have met over one-third of our street improvement project goal.

Adoption of the item would award a bid to Bontke Brothers Construction for milling existing asphalt and replacing 2" type D HMA in Work Zone S10A.

Mayor Hurt opened the public hearing. The following addressed the council:

- Tammy Fogle

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

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

AYES (6): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (1): Mayor Pro-tem Kyle McAlister

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Cultural Affairs Council FY 2025 Budget
[ASSIGNED RESOLUTION NO. 195-2024]

Having pulled the item, Councilmember Regan wanted clarification on the amount of funds the City gives to the Cultural Affairs Council and the grants they also receive. Lynn Barnett with the Cultural Affairs Council answered Councilmember Regan's questions.

Adoption of the item would approve the FY 2025 budget for the Abilene Cultural Affairs Council.

Mayor Hurt opened the public hearing. The following addressed the council:

- Tammy Fogle

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

Deputy Pro-tem Craver moved to approve the item as presented. Councilmember Yates seconded the motion. Motion carried.

AYES (6): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (1): Mayor Pro-tem Kyle McAlister

REGULAR AGENDA

21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Eminent Domain Proceeds for Utility Easement, Being a 0.882 acre strip of land out of the SW/4 of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas, and Being out of that certain 64.73 acre tract of land described in a Special Warranty Deed to Abilene Asset Management LLC recorded in Instrument No. 2018-9771, Official Public Records, Taylor County, Texas
[ASSIGNED RESOLUTION NO. 206-2024]

Stanley Smith, City Attorney, presented the item. Adoption of the item would approve eminent domain proceedings for a utility easement for the above referenced property.

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

Councilmember Price moved that the City Council of the City of Abilene authorize the use of the power of eminent domain to acquire a 0.882 acre strip of land out of the Southwest quarter of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas for a public utility easement. Councilmember Yates seconded the motion; motion carried.

AYES (6): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting the Lake Fort Phantom Master Plan

[ASSIGNED RESOLUTION NO. 207-2024]

Lesli Andrews, Director of Parks and Recreation, presented the item. Adoption of the item would adopt the Lake Fort Phantom Master Plan. Ms. Andrews introduced Ryan Brown from LJA who gave the presentation on the plan, as well as Abra Neusser, also from LJA, who answered questions from the Council.

Mayor Hurt opened the public hearing. The following addressed the council:

- Faith Gage
- Haley Jo Oates
- Tammy Fogle
- Cedric de Bourbon-Poisson

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

Councilmember Beard moved to approve the item as presented without dedicating any new park land for the project. Councilmember Price seconded the motion; motion carried.

AYES (6): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

Mayor Hurt recessed the meeting for a five-minute break at 10:15 a.m.

23. Resolution SNC-2024-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Jerome Abor, for an Honorary Street Name Change for a Portion of North 13th Street To Gladys Abor Street, More Specifically that Portion Of North 13th Street Between Walnut Street And North Treadaway Boulevard

[ASSIGNED RESOLUTION NO. 208-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve an honorary street name change for the above referenced portion of North 13th street to Gladys Abor Street.

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

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

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

24. Ordinance (Final Reading) HOZ-2024-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Rachel Rowland, to Apply Historic Overlay Zoning to Approximately 0.31 Acres Zoned Single Family Residential (RS-12), Located at 940 Sayles Boulevard
[ASSIGNED ORDINANCE NO. 39-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply Historic Overlay (HO) zoning at the above referenced location.

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

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

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

25. Ordinance (Final Reading) Z-2024-19: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Garold Ropp, to Change the Zoning of Approximately 0.51 Acres from Medium Density (MD) to Multi-Family (MF), Located at 1665 S 15th St.
[ASSIGNED ORDINANCE NO. 40-2024]

Councilmember Regan had a conflict of interest on this item and left the room during deliberation and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning from Medium Density (MD) to Multi-Family (MF) at the above referenced location.

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

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

AYES (5): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, and Yates
NAYS (0): None
ABSENT (1): Mayor Pro-tem McAlister
ABSTAIN (1): Councilmember Regan

26. Ordinance (Final Reading) Z-2024-20: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Erik Johnson, to Change the Zoning of Approximately 10.1 Acres from Agricultural Open (AO) To Heavy Commercial (HC), located at the southeast corner of the intersection at Loop 322 and East Stamford Street
[ASSIGNED ORDINANCE NO. 41-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning from Agricultural Open Space (AO) to Heavy Commercial (HC) at the above referenced location.

Mayor Hurt opened the public hearing. The following spoke in favor of the item:

- Eric Johnson, agent

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

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

AYES (6): Mayor Hurt, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

Deputy Mayor Pro-tem Craver left the meeting at 10:38 a.m.

27. Ordinance (Final Reading) Z-2024-21: 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 5.09 Acres From Medium Density (MD) To Medical Use (MU), Located At 1301-1441 Compere Boulevard And 1935, 1945 Simmons Ave.
[ASSIGNED ORDINANCE NO. 42-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning from Medium Density (MD) to Medical Use (MU) at the above referenced location.

Mayor Hurt opened the public hearing. The following spoke in favor of the item:

- BJ Prichard, agent

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

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

AYES (5): Mayor Hurt and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (2): Mayor Pro-tem McAlister and Deputy Mayor Pro-tem Craver

28. Ordinance (Final Reading) Z-2024-22: 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 0.56 Acres from Residential Single-Family (RS-6) To General Retail (GR), Located At 1618, 1626, 1642 Ambler Ave.
[ASSIGNED ORDINANCE NO. 43-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning from Residential Single-Family (RS-6) to General Retail (GR) at the above referenced location.

Mayor Hurt opened the public hearing. The following spoke in favor of the item:

- BJ Prichard, agent

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

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

AYES (5): Mayor Hurt and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (2): Mayor Pro-tem McAlister and Deputy Mayor Pro-tem Craver

29. Ordinance (Final Reading) Z-2024-23: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Civetta Solutions, to Amend the Terms and Conditions of Planned Development District 76 (PDD-76), Specifically to Allow for Patio Home Uses and Medium Density Residential Uses, Located at Health Way Drive, the 5800 Block of Health Center Drive and the 2800 Block of Bishop Drive
[ASSIGNED ORDINANCE NO. 44-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the conditions of Planned Development District 76 (PDD-76) to allow for Patio Home uses and Medium Density Residential uses at the above referenced location.

Mayor Hurt opened the public hearing. The following spoke in favor of the item:

- Cheryl Sawyers, agent

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

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

AYES (5): Mayor Hurt and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (2): Mayor Pro-tem McAlister and Deputy Mayor Pro-tem Craver

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:49 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:

- 19.B.551.073 (Real Estate), C.551.073 (Deliberations About Gifts & Donations) & E. 551.087 (Economic Development)
 - 1. 101 Cypress Street
- 19.D.551.074 (Personnel Matters)
 - 1. City Manager
 - 2. City Attorney

The Executive Session ended at 12:46 p.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

16. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the City Manager
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 10:38 a.m., and ended at 12:46 p.m. No votes or actions were taken at that time.

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

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

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

17. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the City Attorney
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 10:38 a.m., and ended at 12:46 p.m. No votes or actions were taken at that time.

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 Beard seconded the motion; motion carried.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 12:48 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2479 to Teinert Construction to Build Fire Station #9 (Lesli Andrews)

GENERAL INFORMATION

The citizens of Abilene voted to pass a 2022 bond for the construction of a new fire station (Fire Station #9). On September 10, 2024, eight Requests for Bid were received for construction of Fire Station #9. The City completed evaluations of all bids and determined that Teinert Construction was the best value bid and lowest bid. It was determined that the City would accept the Base Bid and Add Alternates 1, 7, and 10.

Alternate 1 includes the addition of a training classroom. Alternate 7 is for constructing a pergola on the 2nd floor. Alternate 10 is to construct additional parking, culvert, and driveway to allow staff, who live outside the city limits, to safely park city vehicles that are not designated "take home" vehicles.

Project construction is expected to take 365 days.

The bid includes an "Owners Allowance" in the amount of \$300,000 for work directed in writing by the City. The owner's allowance is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The \$7,086,500.00 cost for the base bid and alternate 1, 7, and 10 will be funded from the 2022 approved bond.

STAFF RECOMMENDATION

Staff recommends approval of City Council authorizing the City Manager to enter into a contract with Teinert Construction for the construction of the new Fire Station #9.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24_9_26 Resolution Teinert Construction of Fire Station #9
2. Bid Tab - Abilene - Fire Station #9 - 9.12.24
3. Abilene Fire Station - Signed Contract
4. 9_26_2024 Presentation Teinert Construction of Firehouse #9

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TEINERT CONSTRUCTION FOR THE CONSTRUCTION OF FIRE STATION #9.

WHEREAS, the citizens of Abilene voted to pass a 2022 bond for the construction of a new fire station (Fire Station #9); and

WHEREAS, on September 10, 2024 Requests for Bid were received for construction of Fire Station #9; and

WHEREAS, eight bids were received; and

WHEREAS, the City completed evaluations of all bids and determined that Teinert Construction is the best value bid; and

WHEREAS, it was determined that the City would accept the Base Bid and Add Alternates 1, 7, and 10.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Teinert Construction for the construction of Fire Station #9 at a cost of \$7,086,500.

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

ADOPTED this 26th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

BID SUMMARY SHEET
WILL DUNCAN, AIA, NCARB / TAL FILLINGIM, P.E.
CITY OF ABILENE - FIRE STATION # 9
JM PROJECT #23112 / ABILENE FUNDING # CB-2479
BID DATE: SEPTEMBER 10, 2024
ENGINEER: JACOB & MARTIN, LLC

Teinert Construction: \$ 7,086,500.00

	CONTRACTOR	TOTAL BASE BID	# OF DAYS	ALTERNATE NO. 1 TRAINING CLASSROOM	# OF DAYS	ALTERNATE NO. 2 ROOF SYSTEM	# OF DAYS	ALTERNATE NO. 3 ROOF SYSTEM	# OF DAYS
1	Teinert Construction	\$ 6,585,000.00	365	\$ 322,000.00	0	\$ (14,000.00)	0	\$ (58,500.00)	0
2	Justice Construction, Inc.	\$ 6,632,000.00	450	\$ 309,400.00	0	\$ (12,900.00)	0	\$ (54,100.00)	0
3	The Crowe Group, Inc.	\$ 6,750,000.00	420	\$ 308,000.00	0	\$ (13,000.00)	0	\$ (54,000.00)	0
4	Collier Construction	\$ 6,955,000.00	395	\$ 375,000.00 *	0	\$ (12,930.00)	0	\$ (54,100.00)	0
5	Waldrop Construction Company	\$ 7,337,000.00	365	\$ 389,400.00	30	\$ (12,318.00)	0	\$ (49,985.00)	0
6	OPREX Construction	\$ 7,350,000.00	365	\$ 332,000.00	30	\$ (14,200.00)	0	\$ (59,000.00)	0
7	Henthorn Commercial Construction, LLC	\$ 7,380,000.00	395	\$ 450,000.00	30	\$ (13,000.00)	0	\$ (54,000.00)	0
8	Tegrity Contractors, Inc.	\$ 8,177,777.00	Not Bid	\$ 390,000.00	90	\$ (7,000.00)	0	\$ (30,000.00)	0

	CONTRACTOR	ALTERNATE NO. 4 COVERED PARKING CANOPY	# OF DAYS	ALTERNATE NO. 5 OVERHEAD DOORS	# OF DAYS	ALTERNATE NO. 6 FLOOR FINISH	# OF DAYS	ALTERNATE NO. 7 PERGOLA	# OF DAYS
1	Teinert Construction	\$ 237,000.00	0	\$ 88,900.00	0	\$ (3,900.00)	0	\$ 24,500.00	0
2	Justice Construction, Inc.	\$ 146,200.00	0	\$ (26,900.00)	0	\$ 800.00	0	\$ 30,500.00	0
3	The Crowe Group, Inc.	\$ 292,000.00	0	\$ (30,800.00)	0	\$ (1,000.00)	0	\$ 28,500.00	0
4	Collier Construction	\$ 270,000.00	0	\$ (30,000.00)	0	\$ 9,500.00	0	\$ 40,000.00	0
5	Waldrop Construction Company	\$ 252,300.00	0	\$ (32,335.00)	0	\$ (2,160.00)	0	\$ 28,268.00	0
6	OPREX Construction	\$ 54,700.00	0	\$ (14,350.00)	0	\$ (1,500.00)	Not Bid	\$ 4,900.00	0
7	Henthorn Commercial Construction, LLC	\$ 257,000.00	10	\$ (30,800.00)	0	\$ (4,500.00)	0	\$ 30,000.00	0
8	Tegrity-Contractors, Inc.	\$ 27,000.00	0	\$ (20,000.00)	0	\$ (500.00)	0	\$ 25,000.00	0

	CONTRACTOR	ALTERNATE NO. 8 EXTERIOR FINISH	# OF DAYS	ALTERNATE NO. 9 EXTERIOR FINISH	# OF DAYS	ALTERNATE NO. 10 ADDITIONAL PARKING, CULVERT & DRIVE APPROACH	# OF DAYS	ALTERNATE NO. 11 ROOF SYSTEM	# OF DAYS
1	Teinert Construction	\$ (13,000.00)	0	\$ (3,300.00)	0	\$ 155,000.00	0	\$ (8,100.00)	0
2	Justice Construction, Inc.	\$ 39,200.00	0	\$ 21,700.00	0	\$ 170,100.00	0	\$ (7,700.00)	0
3	The Crowe Group, Inc.	\$ (12,000.00)	0	\$ (3,000.00)	0	\$ 249,000.00	0	\$ (7,500.00)	0
4	Collier Construction	\$ 42,000.00	0	\$ 26,000.00	0	\$ 196,000.00	0	\$ (7,500.00)	0
5	Waldrop Construction Company	\$ 40,043.00	0	\$ 22,100.00	0	\$ 165,000.00	0	\$ (7,400.00)	0
6	OPREX Construction	\$ 9,300.00	0	\$ 41,300.00	0	\$ 140,000.00	0	\$ 26,000.00	0
7	Henthorn Commercial Construction, LLC	\$ 37,000.00	0	\$ 21,000.00	0	\$ 159,000.00	15	\$ (7,500.00)	0
8	Tegrity-Contractors, Inc.	\$ (27,000.00)	0	\$ (4,700.00)	0	\$ 147,000.00	20	\$ (5,700.00)	0

BID SUMMARY SHEET
WILL DUNCAN, AIA, NCARB / TAL FILLINGIM, P.E.
CITY OF ABILENE - FIRE STATION #9
JM PROJECT #23112 / ABILENE FUNDING #CB-2479
BID DATE: SEPTEMBER 10, 2024
ENGINEER: JACOB & MARTIN, LLC

	NOTES FROM CONTRACTOR CALLS - BIDDING YES OR NO	CONTRACTOR	TOTAL BASE BID (ITEMS 1-24)	ADDITIVE ALTERNATE (ITEMS 1-3)	DEDUCTIBLE ALT (ITEMS1-10)	DEDUCTIBLE ALT (ITEMS 1-5)	DEDUCTIBLE ALT (ITEMS 1-5)	PROPOSED NUMBER OF DAYS FOR COMPLETION
1		Sullivan Contracting Services	\$	\$	\$	\$	\$	\$
2		The Crowe Group Inc.	\$	\$	\$	\$	\$	\$
3		Collier Construction	\$	\$	\$	\$	\$	\$
4		Waldrop Construction Company	\$	\$	\$	\$	\$	\$
5		Justice Construction, Inc.	\$	\$	\$	\$	\$	\$
6		Texas Lighting Solutions	\$	\$	\$	\$	\$	\$
7		Teinert Construction	\$	\$	\$	\$	\$	\$
8		OPREX Construction	\$	\$	\$	\$	\$	\$
9		Tegrity Contractors, Inc.	\$	\$	\$	\$	\$	\$
10		Apple Pavement Services, LLC	\$	\$	\$	\$	\$	\$
11		Henthorn Commercial Construction	\$	\$	\$	\$	\$	\$
12		CRC Underground, LLC	\$	\$	\$	\$	\$	\$
13		Waldrop Construction, Inc.	\$	\$	\$	\$	\$	\$
14		Teinert Construction	\$	\$	\$	\$	\$	\$
15		NTC General Contractor	\$	\$	\$	\$	\$	\$
16			\$	\$	\$	\$	\$	\$
17			\$	\$	\$	\$	\$	\$
18			\$	\$	\$	\$	\$	\$
19			\$	\$	\$	\$	\$	\$
20			\$	\$	\$	\$	\$	\$

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the ____ day of _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Teinert Construction 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. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – **Fire Station #9**.

All work to be performed will be completed in conformance with (1) Part I 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 **\$7,086,500.00**.

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) attorney’s 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. Statutory Verifications. Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor:

- (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

A. 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.

B. 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.

C. 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.

D. 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.

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 executed copies is an original.

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

CONTRACTOR

Name of Contractor:

Teinert Construction

Signature

Business Address: 935 Pine Street

Abilene, TX 79601

Business Phone No. (325) 704-1211

Federal Tax I.D. # 75-1803657

Name – Typed or Printed

Jerrod Kerr

Title – Typed or Printed

Vice President

ATTEST: (If Corporation)

JD Kerr

Corporate Seal

(If none, write "None")



CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal

Contract Teinert Construction Fire Station #9

September 26, 2024





General Information:

- On September 10, 2024 multiple bids were accepted for the construction of Fire Station #9
- Teinert Construction submitted a Best Value Bid of \$7,086,500
- Funds approved in FY22 bond
- Request is to have City Manager enter into contract with Teinert Construction for the construction of Fire Station #9





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2477 N. 18th St. Rehabilitation Project to J.H.Strain & Sons, Inc. (Max Johnson)

GENERAL INFORMATION

This construction contract involves the rehabilitation of N. 18th St. from Mockingbird Ln. to Grape St. including a concrete intersection at N. 18th & Kirkwood. The project will include milling the existing surface 6" spot repairs, an underseal and 2" of Type D HMA. Also included in the project are curb and gutter, pavement markings, drainage pipe, and miscellaneous concrete appurtenances.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 100 working days (approx. 5 months, weather permitting), and has an owners' allowance of \$100,000.00.

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, J.H. Strain & Sons, Inc. of Tye, Texas with a base bid of \$1,214,164.20.

BOARD OR COMMISSION RECOMMENDATION

Street Maintenance Advisory and Appeals Board recommended this project for City Council approval on June 15, 2023.

ATTACHMENTS:

1. N. 18th St. Rehabilitation Project Resolution
2. N 18th Contract (Strain)
3. CB2477TAB 9-20-2024
4. SCOPE OF PROJECT (N. 18th St.)
5. PROJECT LOCATION MAP (N. 18TH)
6. N. 18th St. Rehabilitation Presentation 9-19-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBING
BID TO J.H. STRAIN & SONS, INC., TYE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the N. 18th St. Rehabilitation Project. This construction contract involves the mill and overlay with full depth spot repairs on N. 18th St. from Mockingbird Ln. to Grape St.; and

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

WHEREAS, the following bids were received and opened on August 27, 2024:

J.H. Stain & Sons, Inc., Tye, Texas	\$ 1,214,164.20
Bontke Brothers Construction Co., Inc., Abilene, Texas	\$ 1,235,379.40

WHEREAS, J.H. Strain & Sons, Inc., Tye, Texas submitted the best value bid in the amount of \$1,214,164.20 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc., Tye, 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 \$1,214,164.20.

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

ADOPTED this 26th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 26 day of September, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc. of the City of Tye, 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 --

N. 18TH ST. REHABILITATION

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

In consideration of this Work, the City will pay the Contractor the sum of \$1,214,164.20

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. **Statutory Verifications.** Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (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.

A. 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.

B. 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.

C. 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.

D. 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.

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:

J.H. STRAIN & SONS, INC.

Business Address:

PO BOX 277

TYE, TX 79563

Signature

KENT STRAIN

Name - Typed or Printed

VICE PRESIDENT

Title - Typed or Printed

325 692-0067

Business Phone No.

75-1038129

Federal Tax I.D.#

ATTEST: (If Corporation)

 ROSS STRAIN
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS		PAGE 1 OF 1
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DEPARTMENT: ENGINEERING
BID NO.: CB-2477
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: AUGUST 27, 2024

J.H. STRAIN
TYE, TX

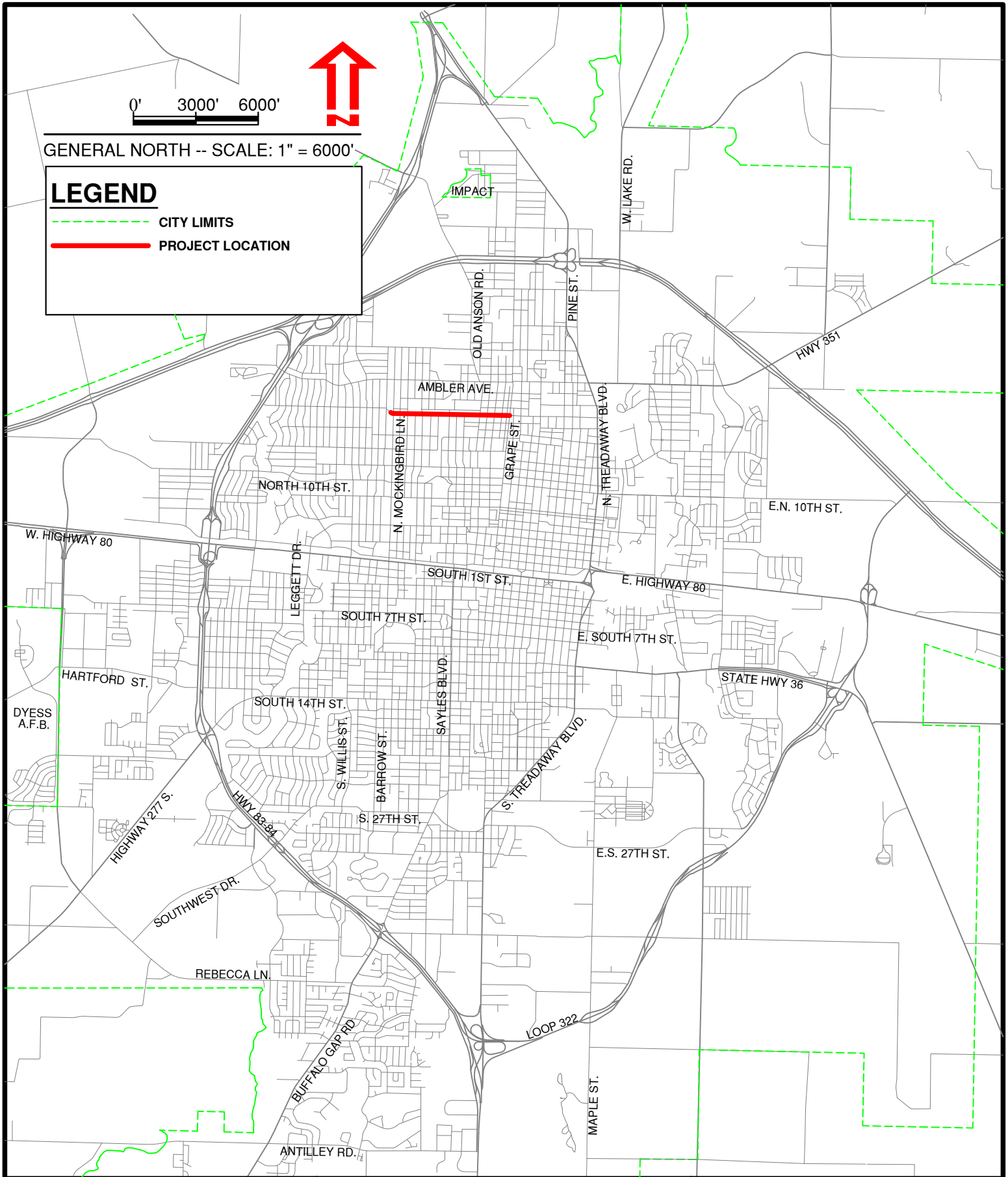
BONTKE BROTHERS
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	N. 18 TH ST. REHABILITATION PROJECT				1,214,164.20		1,235,379.40								
BASE BID					1,214,164.20		1,235,379.40								
DISCOUNT															
TOTAL BID					1,214,164.20		1,235,379.40								

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves the rehabilitation of N. 18th St. from Mockingbird Ln. to Grape St. including a concrete intersection at N. 18th & Kirkwood. The project will include milling the existing surface 6" spot repairs, an underseal and 2" of Type D HMA. Also included in the project are curb and gutter, pavement markings, drainage pipe, and miscellaneous concrete appurtenances.

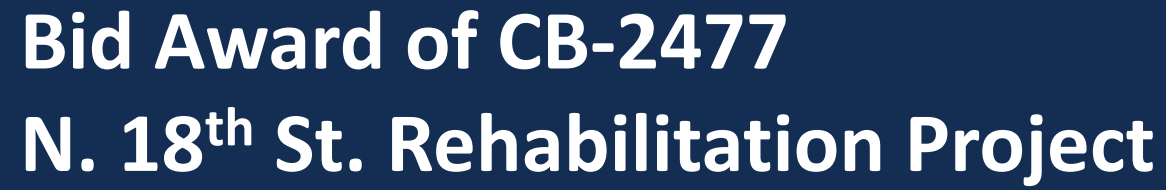


Sheet 1 of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	N. 18TH ST. REHABILITATION (MOCKINGBIRD TO GRAPE) PROJECT	Designed By: M. JOHNSON Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: SEPT. 2024
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Bid Award of CB-2477 N. 18th St. Rehabilitation Project

(Max Johnson)





Mockingbird Ln. to Grape St.





Bid Award of CB-2477

N. 18th St. Rehabilitation Project

- Project includes:
 - Milling existing surface, full depth spot repairs, underseal, and 2" Type D HMAC pavement surface.
 - Placement of pavement marking, curb ramps, concrete intersection at Kirkwood, and new storm sewer pipe.
- Project Advertised August 11, 2024, and August 18, 2024; bids opened August 27, 2024; Two (2) bids received
- The project has an allowance of \$100,000.00.
- Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc. with a base bid of \$1,214,164.20.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2478 S. 7th St. Reconstruction Project to J.H.Strain & Sons, Inc. (Max Johnson)

GENERAL INFORMATION

This construction contract involves the reconstruction of S. 7th St. from Danville Dr. to Pioneer Dr. This will include removal of all material down to the subgrade, placement of geogrid material, 12" of new flexible base material, 3" of Type B HMA, and 2" of Type D HMA, contract shall also include pavement markings.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 80 working days (approx. 4 months, weather permitting), and has an owners' allowance of \$120,000.00.

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, J.H. Strain & Sons, Inc. of Tye, Texas with a base bid of \$1,127,022.66.

BOARD OR COMMISSION RECOMMENDATION

Street Maintenance Advisory and Appeals Board recommended this project for City Council

approval on June 15, 2023.

ATTACHMENTS:

1. S. 7th St. Reconstruction Project Resolution
2. S. 7th Contract (Strain)
3. CB2478TAB 9-20-2024
4. SCOPE OF PROJECT (S. 7th St.)
5. PROJECT LOCATION MAP(S. 7TH)
6. S. 7th St. Reconstruction Presentation 9-19-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO J.H. STRAIN & SONS, INC., TYE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the S. 7th St. Reconstruction Project. This construction contract involves the full depth reconstruction of S. 7th St. S. Danville Dr. to Pioneer Dr.; and

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

WHEREAS, the following bids were received and opened on August 27, 2024:

J.H. Stain & Sons, Inc., Tye, Texas	\$ 1,127,022.66
Bontke Brothers Construction Co., Inc., Abilene, Texas	\$ 1,162,753.90

WHEREAS, J.H. Strain & Sons, Inc., Tye, Texas submitted the best value bid in the amount of \$1,127,022.66 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc., Tye, 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 \$1,127,022.66.

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

ADOPTED this 26th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 26th day of September, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc. of the City of Tye, 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. 7th ST. RECONSTRUCTION PROJECT (DANVILLE TO PIONEER)

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 \$1,127,022.66.

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. **Statutory Verifications.** Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (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.

A. 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.

B. 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.

C. 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.

D. 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.

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:

J.H. STRAIN & SONS, INC.

Business Address:

PO BOX 277

TYE, TX 79563

Signature

KENT STRAIN

Name - Typed or Printed

VICE PRESIDENT

Title - Typed or Printed

325 692-0067

Business Phone No.

75-1038129

Federal Tax I.D.#

ATTEST: (If Corporation)

ROSS STRAIN
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

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

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-2478
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: AUGUST 27, 2024

J.H. STRAIN
TYE, TX

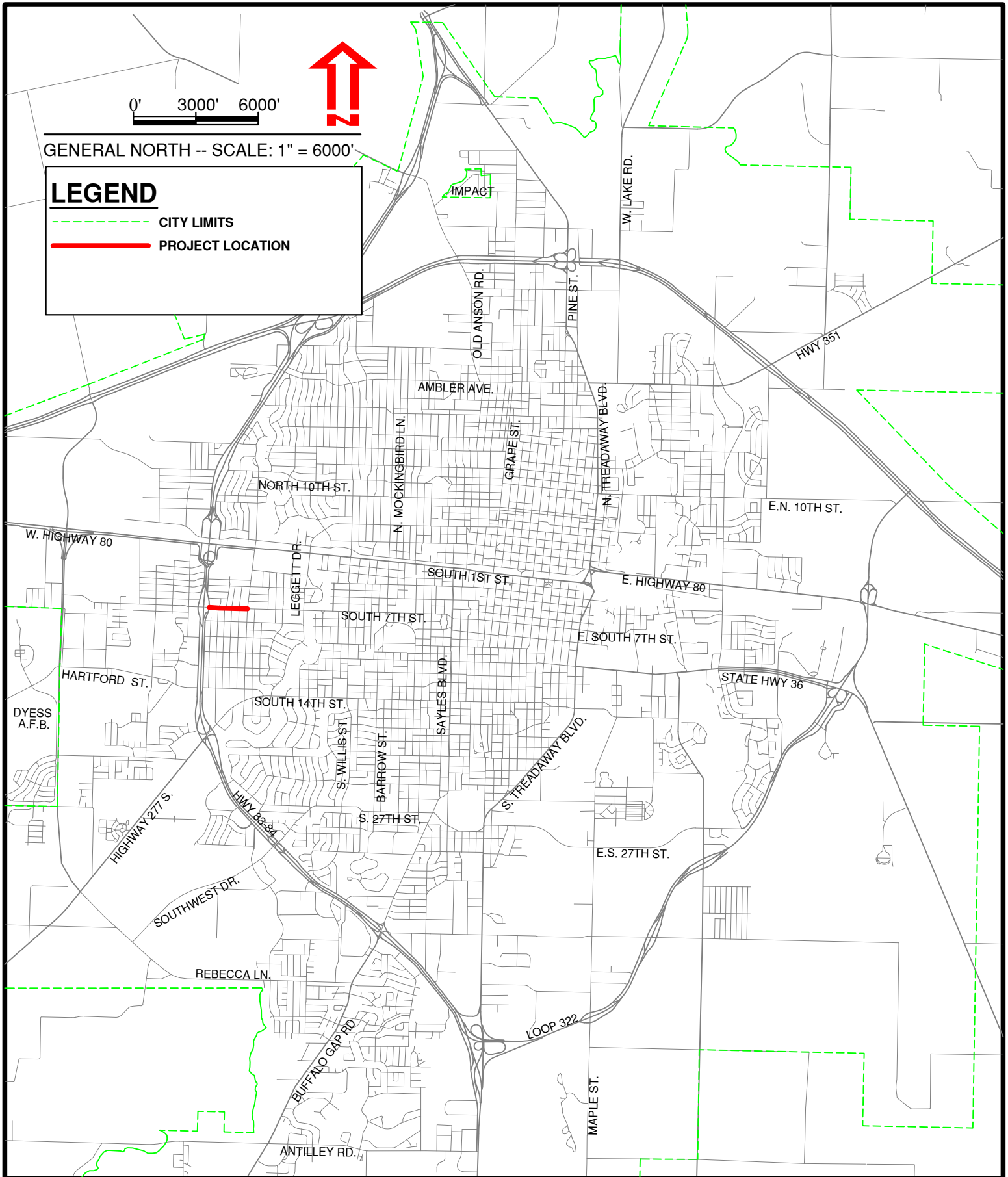
BONTKE BROTHERS
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	S. 7 TH RECONSTRUCTION PROJECT				1,127,022.66		1,162,753.90								
BASE BID					1,127,022.66		1,162,753.90								
DISCOUNT															
TOTAL BID					1,127,022.66		1,162,753.90								

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves the reconstruction of S. 7th St. from Danville Dr. to Pioneer Dr. This will include removal of all material down to the subgrade, placement of geogrid material, 12" of new flexible base material, 3" of Type B HMAC, and 2" of Type D HMAC, contract shall also include pavement markings.



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**S. 7TH ST. RECONSTRUCTION
(DANVILLE TO PIONEER)
PROJECT**

Designed By: M. JOHNSON

Drawn By: M. MILLER

Checked By: M. JOHNSON

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: SEPT. 2024

Bid Award of CB-2478 S. 7th St. Reconstruction Project

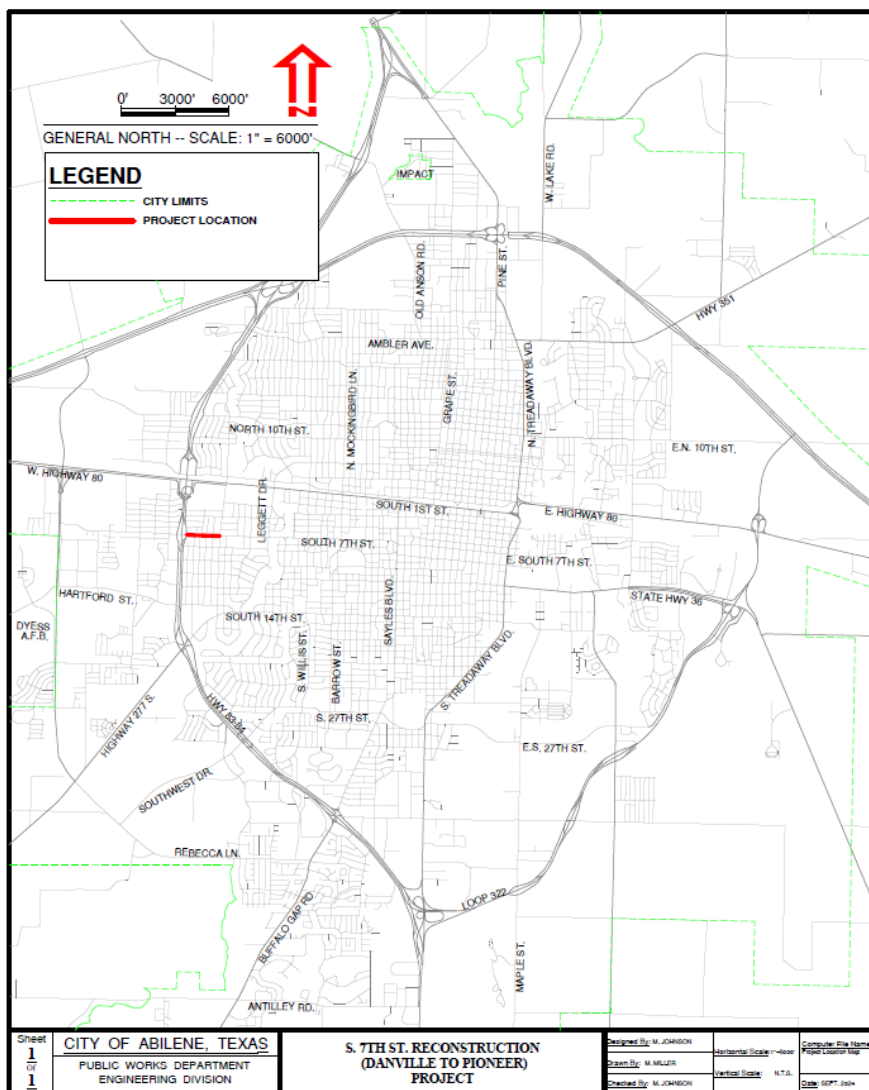
(Max Johnson)





Bid Award of CB-2478

S. 7th St. Reconstruction Project



Streets

S. 7th St.

Limits

S. Danville Dr. to Pioneer Dr.





Bid Award of CB-2478

S. 7th St. Reconstruction Project

- Project includes:
 - Removal of all roadway material down to subgrade, placement of geogrid material, new base material, and 5" of HMAC.
 - Contract shall also include thermoplastic pavement markings.
- Project Advertised August 11, 2024, and August 18, 2024; bids opened August 27, 2024; Two (2) bids received
- The project has an allowance of \$120,000.00.
- Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc. with a base bid of \$1,127,022.66.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Bids from Noble Supply and Logostocs and Ghost Robotics for Defense Economic Adjustment Assistance Grant (DEAAG) Project in Support of Dyess Air Force Base (Max Johnson)

GENERAL INFORMATION

This purchase of seven (7) security protection items has been approved through the State of Texas DEAAG program. Following appropriate advertising on 7/28/24 and 8/4/24, all seven (7) items advertised received acceptable bids from submitting contractors. The items that received acceptable bids are the Semi-autonomous small Unmanned Aerial System (sUAS) (\$86,000), an optical site for long-range surveillance in day and night conditions (\$26,500), two (2), one-year maintenance packages for Ghost Robotics equipment (\$78,000), and three (3) thermal cameras compatible with Ghost Robotics equipment (\$36,900). Total of all equipment for this purchase is \$227,600. All items considered will be acquired by the City of Abilene and provided to Dyess Air Force Base for operational security of the base.

SPECIAL CONSIDERATIONS

The City of Abilene is the purchasing agent for Dyess Air Force Base in the Defense Economic Adjustment Assistance Grant program through the State of Texas.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of seven (7) items which received acceptable bids.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Resolution for DEAAG Purchases - Dyess AFB - 9-23-2024
2. Bid Sheet for DEAAG Material Purchase No 2
3. Support for Bid Sheet from Noble Supply and Logostocs 9-19-2024
4. Support for Bid Sheet from Ghost Robotics 9-19-2024
5. Presentation 9-19-2024

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING BIDS FOR DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT (DEAAG) IN SUPPORT OF DYESS AFB, TEXAS.

WHEREAS, the City of Abilene is the administrator of Defense Economic Adjustment Assistance Grant (DEAAG) Project in support of Dyess Air Force Base; and

WHEREAS, the City advertised seven (7) security protection items for bid on 7/28/24 and 8/4/24 and received acceptable bids for all seven (7) items requested; and

WHEREAS, the City received a bid from Noble Supply and Logostocs in the amount of \$86,000 for a semi-autonomous small Unmanned Aerial System (sUAS) and \$26,500 for an optical site for long-range surveillance during day and night lighting conditions; and

WHEREAS, the City received a bid from Ghost Robotics in the amount of \$78,000 for two (2) one-year maintenance packages for Ghost Robotic robots and \$36,900 for three (3) thermal cameras compatible with Ghost Robotics equipment; and

WHEREAS, Staff recommends approval of the bids to acquire the sUAS, the optical site, the two (2) maintenance contracts and three (3) thermal cameras in support of Dyess Air Force Base, Texas.

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

- PART 1: That the City Council approves the bid in the amount of \$86,000 for purchase of sUAS and \$26,500 for purchase of optical site from Noble Supply and Logostocs.
- PART 2: That the City Council approves the bid in the amount of \$78,000 for purchase of two (2) one-year maintenance packages and \$36,900 for the purchase of three (3) thermal cameras from Ghost Robotics.
- PART 3: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 26th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: PUBLIC WORKS
BID NO.: CB-2470
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 13, 2024

NOBLE SUPPLY AND
LOGOSTOCS
STEVENSVILLE, MD

GHOST ROBOTICS
PHILADELPHIA, PA

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	SECURITY SENSOR ITEMS														
	ITEM 1.				86,000.00										
	ITEM 2.				26,500.00										
	ITEM 3.	2				39,000.00	78,000.00								
	ITEM 4.	3				12,300.00	36,900.00								
	TOTAL BID FOR ITEMS 1-4				112,500.00		115,100.00								
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD



**SECURITY SENSOR ITEMS
BID SHEET
BID #CB-2470**

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
1.	Medium sized, semi-autonomous small Unmanned Aerial System (sUAS) as per specifications. Brand/Model:R-80 Single Aircraft System/R80-000012-2BK	1	86000	
2.	Optical sight that can provide long-range surveillance and target recognition during day and night lighting conditions as per specifications. Brand/Model:Storm Caster E with Black Case/KIT-001135	1	26,500	
3.	One-year Maintenance package for two (2) Ghost Robotics Vision60 robots as per specifications. Brand/Model:_____	1		
4.	Three (3) Thermal Cameras compatible with the Ghost Robotics Vision60 robot as per specifications. Brand/Model:_____	1		
TOTAL BID FOR ITEMS 1-4				\$ 112,500

Estimated Days for Delivery: _____ ARO 120 Days_____

Additional documentation/brochure/specifications on items bid along with warranty information are required to be submitted.

Please complete the Bid Sheet provided with the total unit price of each item. Additional, detailed itemized pricing for each item can be attached if necessary.

The delivery location/address for the items will be:

City of Abilene
Attn: Public Works
555 Walnut St., Room 207
Abilene, TX 79601

Noble Supply and Logostocs

Company Name

William Arganda

Authorized Representative

235G Log Canoe Circle , Suite G, Stevensville,
MD, 21666
Address

573-337-3667
Phone

Barganda@noble.com
Email



**SECURITY SENSOR ITEMS
BID SHEET
BID #CB-2470**

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
1.	Medium sized, semi-autonomous small Unmanned Aerial System (sUAS) as per specifications. Brand/Model:_____	1		
2.	Optical sight that can provide long-range surveillance and target recognition during day and night lighting conditions as per specifications. Brand/Model:_____	1		
3.	One-year Maintenance package for two (2) Ghost Robotics Vision60 robots as per specifications. Brand/Model:___MC-VS60Y1_____	1	\$39,000	\$78,000
4.	Three (3) Thermal Cameras compatible with the Ghost Robotics Vision60 robot as per specifications. Brand/Model:___ACC-VS60T1N30E-00_____	1	\$12,300	\$36,900
TOTAL BID FOR ITEMS 1-4				\$ 115,100

Estimated Days for Delivery: _____90Days_____

Additional documentation/brochure/specifications on items bid along with warranty information are required to be submitted.

Please complete the Bid Sheet provided with the total unit price of each item. Additional, detailed itemized pricing for each item can be attached if necessary.

The delivery location/address for the items will be:

City of Abilene
Attn: Public Works
555 Walnut St., Room 207
Abilene, TX 79601

_____**Ghost Robotics**_____
Company Name

_____**Dan Barnett**_____
Authorized Representative

_____**3401 Grays Ferry Ave Bldg 200 Philadelphia,**
PA 19146_____
Address

_____**210-452-5813**_____
Phone

_____**dbarnett@ghostrobotics.io**_____
Email

Award of Material Bid Items for DEAAG in Support of Dyess AFB

(Max Johnson)





Award of Material Bid for DEAAG in Support of Dyess AFB

- Material purchase is an approved Defense Economic Adjustment Assistance Grant (DEAAG) in support of Dyess AFB
- City of Abilene is the administrative agent for the DEAAG funding
- Advertising went out 7/28/24 and 8/4/24 for seven (7) security protection items
- City of Abilene received acceptable bids on all seven (7) requested items
- Items with acceptable bids were the small Unmanned Aerial System (sUAS)(\$86,000), an optical site for long-range surveillance (\$26,900), two, one-year maintenance contracts (\$78,000), and three thermal cameras (\$36,000) for a total bid cost of \$227,600.
- Staff recommends award of seven requested items for the support of Dyess AFB.





Award of Material Bid for DEAAG in Support of Dyess AFB

Questions?





City Council Agenda Memo

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Annual Materials Bid #CB-2482 (Max Johnson)

GENERAL INFORMATION

The City of Abilene requests City Council award bids, by resolution, for materials used in the maintenance and rehabilitation of infrastructure across the City. Notices were published in the Abilene Reporter News on August 18, 2024 and August 25, 2024, and bids were opened on September 4, 2024. Supporting documentation lists the individual material bids, staff recommended bidder and unit price bid. Items #13, #14, and #15 will be awarded at a later date.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for the materials is available through multiple operating budgets across the City.

STAFF RECOMMENDATION

It is recommended that the City Council award, by resolution, the bulk materials supply contracts as listed and recommended by the City Staff, and to authorize the City Manager or his designee to execute all necessary documents related to these contracts.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Resolution CB-2482 9-20-2024
2. Tabsheet CB-2482
3. PP_Resolution Award of Bid CB-2482 9-20-2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BULK MATERIALS SUPPLY CONTRACTS TO VARIOUS VENDORS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE PURCHASES

WHEREAS, the City of Abilene is requesting the City Council award bids, for materials used in the maintenance of infrastructure across the City; and

WHEREAS, the City of Abilene duly advertised and gave such noticed, as required by law, and bids opened on September 4, 2024; and

WHEREAS, the following table lists the individual materials bid, and the staff recommended bidder and unit price bid:

Limestone Rock Asphalt Type CC	Vulcan Const. Materials	\$ 133.18/Per Ton
Hot Mix Type D – Delivered	Vulcan Const. Materials	\$ 93.14/Per Ton
Hot Mix Type D – Picked Up	Vulcan Const. Materials	\$ 83.28/Per Ton
Hot Mix Type B – Delivered	Vulcan Const. Materials	\$ 92.14/Per Ton
Hot Mix Type B – Picked Up	Vulcan Const. Materials	\$ 82.28/Per Ton
A-1 Flexible Base – Delivered	Vulcan Const. Materials	\$ 15.91/Per Ton
A-1 Flexible Base – Picked Up	J. H. Strain & Sons Inc.	\$ 8.35/Per Ton
A-2 Flexible Base – Delivered	Vulcan Const. Materials	\$ 15.91/Per Ton
Type A, Grade 3 Rock – Delivered	Vulcan Const. Materials	\$ 45.91/Per Ton
Type A, Grade 6 Rock – Delivered	Vulcan Const. Materials	\$ 31.58/Per Ton
Type A, Grade 6 Rock – Picked Up	R.E. Janes Gravel	\$ 10.35/Per Ton
Portland Cement Type 1	BFS/Abilene Lumber	\$ 15.97/Per Sack
Class A Portland Cement, 5 Sack		(Bid at later date)
Class P Portland Concrete		(Bid at later date)
Flowable Fill Concrete		(Bid at later date)
Polymer Modified Crack Sealant	Crafco Inc.	\$.56/ Per Pound
HPPM	Unique Paving Materials	\$ 151.74/Per Ton
CBS-1	Envirotx	\$ 4.85/Per Gal
Cushion/Blow Sand		(Bid at later date)
Masonry Sand	Vulcan Const. Materials	\$ 40.55/Per Ton

WHEREAS, staff recommends an alternate supply contract with J.H. Strain & Sons Inc. for the purchase of Hot Mix Type D – Delivered at the price of \$105.00 per ton when the primary is not able to provide the same material within two days of notice.

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

PART 1: That the City Council award the supply contracts as listed in the table above plus delivery cost for Limestone Rock Asphalt Type CC, including the alternate contract, recommended by Staff and to authorize the City Manager or his designee to execute all necessary documents related to the contracts.

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

ADOPTED this 26th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 2

DEPARTMENT: STREETS
BID NO.: CB-2482
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: SEPTEMBER 4, 2024

VULCAN MATERIALS
ABILENE, TX

J.H. STRAIN & SONS, INC.
TYE, TX

RE. JAMES GRAVEL
COMPANY
LUBBOCK, TX

BFS / ABILENE LUMBER
ABILENE, TX

UNIQUE PAVING
MATERIALS CORP.
CLEVELAND, OH

CRAFCO INC.
CHANDLER, AZ

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	LIMESTONE ROCK ASPHALT, TYPE CC	300	TON	133.18											
2.	HOT MIX, TYPE D – DELIVERED	600	TON	93.14		105.00									
3.	HOT MIX, TYPE D – PICKED UP	1,200	TON	83.28		92.00									
4.	HOT MIX, TYPE B – DELIVERED	300	TON	92.14		103.00									
5.	HOT MIX, TYPE B – PICKED UP	200	TON	82.28		90.00									
6.	A-1 FLEX BASE - DELIVERED	16,000	TON	15.91											
7.	A-1 FLEX BASE – PICKED UP	500	TON	9.00		8.35									
8.	A-2 FLEX BASE – DELIVERED	600	TON	15.91		16.35									
9.	TYPE A GRADE 3 ROCK – DELIVERED	100	TON	45.91											
10.	TYPE A GRADE 6 ROCK - DELIVERED	700	TON	31.58											
11.	TYPE A GRADE 6 ROCK – PICKED UP	100	TON	16.35				10.35							
12.	PORTLAND CEMENT, TYPE I	500	SACK							15.97					
13.	CLASS A PORTLAND CEMENT, 5-SACK	200	CY												
14.	CLASS P CONCRETE	100	YD												
15.	FLOWABLE FILL CONCRETE	30	YD												
16.	POLYMER MODIFIED CRACK SEALANT	110,000	LBS											.56	
17.	HPPM	400	TONS			172.50						151.74			
18.	CBS-1	5,000	GAL												
19.	CUSHION/BLOW SAND	300	TONS												
20.	MASONRY SAND	25	TONS	40.55											
BASE BID															
DISCOUNT															
TOTAL BID															

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

PAGE
2 OF 2

DEPARTMENT: STREETS
BID NO.: CB-2482
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: SEPTEMBER 4, 2024

ENVIROTX
AUSTIN, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	LIMESTONE ROCK ASPHALT, TYPE CC	300	TON												
2.	HOT MIX, TYPE D – DELIVERED	600	TON												
3.	HOT MIX, TYPE D – PICKED UP	1,200	TON												
4.	HOT MIX, TYPE B – DELIVERED	300	TON												
5.	HOT MIX, TYPE B – PICKED UP	200	TON												
6.	A-1 FLEX BASE - DELIVERED	16,000	TON												
7.	A-1 FLEX BASE – PICKED UP	500	TON												
8.	A-2 FLEX BASE – DELIVERED	600	TON												
9.	TYPE A GRADE 3 ROCK – DELIVERED	100	TON												
10.	TYPE A GRADE 6 ROCK - DELIVERED	700	TON												
11.	TYPE A GRADE 6 ROCK – PICKED UP	100	TON												
12.	PORTLAND CEMENT, TYPE I	500	SACK												
13.	CLASS A PORTLAND CEMENT, 5-SACK	200	CY												
14.	CLASS P CONCRETE	100	YD												
15.	FLOWABLE FILL CONCRETE	30	YD												
16.	POLYMER MODIFIED CRACK SEALANT	110,000	LBS												
17.	HPPM	400	TONS												
18.	CBS-1	5,000	GAL	4.85											
19.	CUSHION/BLOW SAND	300	TONS												
20.	MASONRY SAND	25	TONS												
BASE BID															
DISCOUNT															
TOTAL BID															

Resolution Award of Bid Annual Materials Bid #CB-2482

(Max Johnson)





Contracted Material Costs – Item by Item (page 1 of 3)

Item	Company	Unit Price
Limestone Rock Asphalt, Type CC	Vulcan Const. Materials	\$133.18/Per Ton
Hot Mix Type D-Delivered	Vulcan Const. Materials	\$93.14/Per Ton
Hot Mix Type D-Delivered (Alt)	J.H. Strain & Sons Inc.	\$105.00/Per Ton
Hot Mix Type D-Picked Up	Vulcan Const. Materials	\$83.28/ Per Ton
Hot Mix Type B-Delivered	Vulcan Const. Materials	\$92.14/ Per Ton
Hot Mix Type B-Picked Up	Vulcan Const. Materials	\$82.28/ Per Ton
A-1 Flex Base-Delivered	Vulcan Const. Materials	\$15.91/ Per Ton
A-1 Flex Base-Picked Up	J.H. Strain & Sons Inc.	\$8.35/ Per Ton

Alternate – This contract will be used when Vulcan Const. Materials is unable to provide Hot Mix Type D - Delivered, within 2 days of notice from the city.





Contracted Material Costs – Item by Item (page 2 of 3)

Item	Company	Unit Price
A-2 Flex Base-Delivered	Vulcan Const. Materials	\$15.91/Per Ton
Type A, Grade 3 Rock-Delivered	Vulcan Const. Materials	\$45.91/ Per Ton
Type A, Grade 6 Rock-Delivered	Vulcan Const. Materials	\$31.58/ Per Ton
Type A, Grade 6 Rock-Pick Up	R.E. Janes Gravel	\$10.35/ Per Ton
Portland Cement Type I	BFS/Abilene Lumber	\$15.97/Per Sack
Class A Portland Cement, 5 Sack	(Bid at a later date)	
Class P Concrete	(Bid at a later date)	
Flowable Fill Concrete	(Bid at a later date)	





Contracted Material Costs – Item by Item (page 3 of 3)

Item	Company	Unit Price
Polymer Modified Crack Sealant	Crafco Inc.	\$0.56/ Per Pound
HPPM	Unique Paving Materials	\$151.74/ Per Ton
CBS-1	Envirotx	\$4.85/ Per Gallon
Cushion/Blow Sand	(Bid at a later date)	
Masonry Sand	Vulcan Const. Materials	\$40.55/ Per Ton





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hana

FROM: Don Green, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase One (1) 2025 Freightliner 114SD Roll Off Refuse Truck from Solid Waste through HGAC Co-operative Contract # HT06-20 (Don Green)

GENERAL INFORMATION

Fleet Services seeks to purchase one (1) 2024 Freightliner 114SD Chassis with Galfab 60K Roll Off Hoist Roll Off Refuse Truck from Lonestar Truck Group out of Abilene, Texas, through HGAC Co-Operative Contract HT06-20, for Solid Waste Services. This unit will be a planned addition to the fleet.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for this purchase are to be provided by the Fleet Replacement Fund and total \$204,774.00. The funds for this purchase were planned and included in the FY24 Budget. This is \$29,774.00 over budget.

STAFF RECOMMENDATION

Fleet staff recommends the purchase of one (1) 2024 Freightliner 114SD Chassis with Galfab 60K Roll Off Hoist Roll Off Refuse Truck for Solid Waste Services from Lonestar Truck Group

through HGAC contract # HT06-20.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY24 CO-OP Roll Off Refuse Truck Purchase Resolution
2. FY24 Co-Op Roll Off Refuse Truck Pricing Worksheet
3. FY24 CO-OP Roll Off Refuse Truck Budget vs Actual
4. FY24 CO-OP Roll Off Refuse Truck Presentation

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE ONE 2024 FREIGHTLINER 114SD CHASSIS WITH GALFAB 60 ROLL-OFF HOIST REFUSE TRUCK FROM LONESTAR TRUCK GROUP, ABILENE TX, THROUGH HGAC CO-OPERATIVE CONTRACT # HT06-20

WHEREAS, City of Abilene has a need for one Roll Off Refuse Truck; and

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

WHEREAS, this unit will be a new addition to the fleet for Solid Waste Services; and

WHEREAS, City of Abilene received pricing for one 2024 Freightliner 114SD with Galfab Roll Off Hoist Body through HGAC Co-Operative Contract #HT06-20; and

WHEREAS, Lonestar Truck Group is the HGAC approved vendor for the 2024 Freightliner 114SD Roll Off Refuse truck.

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 Lonestar Truck Group, Abilene Texas in the amount of Two Hundred Four Thousand Seven Hundred Seventy Four Dollars and Zero Cents (\$204,774.00) for one 2024 Freightliner 114SD with Galfab Roll Off Hoist Refuse Body through HGAC Co-Operative Contract # HT06-20.

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

ADOPTED this 26th Day of September, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-20

Date
Prepared:

08/22/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Abilene	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	
Email:		Email:	adam.neuse@houstonfreightliner.com

Product Code:	D3	Description:	114SD, Conventional Cab, SFFA, TRA (PRL-20D)
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	116247
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DD13 450HP 1550 LB FT TQ	680	LH 100 Gallon Fuel Tank	306
4000 RDS AUTOMATIC TRANSMISSION	9318	315/80R22.5 20 Ply XZU-S2 FR Tires	552
DA-F-20 20,000 LB FRONT AXLE	2577	Dual West Coast Mirrors w/LH-RH Remote	215
20,000 LB TAPERLEAF FRONT SUSPENSION	1130	Front Sun Visor	210
RT-46-160 46,000 LB REAR AXLE	2913	Premium High Back Driver Seat	318
TUFTRAC GEN2 46,000 LB REAR SUSPENSION	2928	Basic High Back Air Susp Pass Seat	191
Compression Brake	1930	Adjustable Steering Column	359
RH Outboard Under Step Mtd Horizontal Aftertreatment with v	617	AM/FM/WB Radio with Bluetooth	368
Driver Controlled Differential Lock (Both Axles)	1124		
254" Wheelbase	1034	Special 60K Galfab Roll-Off Hoist	64741.32
7/16x3-9/19x11-1/8" Frame 120KSI	755	Subtotal From Additional Sheet(s):	
1/4" Inner Frame Reinforcement	775	Subtotal B:	93041.32

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
---	--	----

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	209288.32	=	Subtotal D:	209288.32
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1000
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	3375	Discount	-8889.32
		Subtotal F:	-5514.32

Delivery Date:	G. Total Purchase Price (D+E+F):	204774
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BUDGET vs ACTUAL COSTS**Roll Off Refuse Truck**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
NBI	4104	Solid Waste	Roll Off Refuse Truck	<u>\$175,000.00</u>	<u>\$204,774.00</u>	<u>\$29,774.00</u>	OVER BUDGET
				\$175,000.00	\$204,774.00	\$29,774.00	

City Council Meeting

09/26/24





Roll Off Refuse Truck

- CO-OP Purchase for One Roll Off Refuse Truck assigned to Solid Waste
- Unit is a New Budget Item
- Unit to be 2024 Freightliner 114SD Rolle Off Refuse Truck with GalFab 60K Hoist
- Unit to be purchased from Lone Star Truck Group through HGACBuy Cooperative Contract #HT06-20





Roll Off Refuse Truck





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Scientel Solutions, LLC to Install New Microwave Communications Equipment (Don Green)

GENERAL INFORMATION

The City's radio system incorporates a microwave signals to carry critical information vital to linking the seven towers together to allow them to act in unison to maintain simulcast operation. This information contains system control data, GPS timing data, receive and transmit audio, choose the best signal to repeat, and status of each tower site. Without this microwave link between the towers, the system cannot function as simulcast and coverage would be severely affected, causing major interruptions in user services.

The West Texas Council of Governments received a state grant two years ago to replace two of the City's microwaves. It is now time to replace the remaining five with new units and reconfigure the system to a ring configuration.

Staff has chosen to go to a ring format with this upgrade, which allows further redundancy and reliability. With a ring, we can have a service interruption with any of the links between towers and the information being carried will simply reverse course and get to the affected site from the other direction.

The city conducted a Request for Proposals (CB-2475) and received four proposals. Scientel scored the highest of the proposers, meeting all requirements. The cost for this project is \$739,265.00. This is below the estimated budget of \$1,200,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This project will be funded by a Certificate of Obligation, as discussed with Council during the FY25 budget hearings.

STAFF RECOMMENDATION

Staff has reviewed all proposals and recommends the award of this contract to Scientel.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Scientel Microwave Replacement Resolution 9-26-24
2. Scientel Award Presentation (9-26-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE MICROWAVE SYSTEM
MODERNIZATION AND RING CONFIGURATION CONTRACT WITH SCIENTEL
SOLUTIONS, LLC**

WHEREAS, The City of Abilene (City) owns and operates its own radio and data communications system for public safety and City services' use; and

WHEREAS, the radio system relies on microwave signals for the efficient, reliable and broad coverage of radio system audio and data; and

WHEREAS, the City's microwave system has reached the end of its useful life with decreasing availability of parts; and

WHEREAS, a new ring configuration of the microwave system will increase the reliability and resiliency of the radio system; and

WHEREAS, the City conducted a Request for Proposals (CB-2475); and

WHEREAS, Scientel Solutions, LLC had the highest staff scoring of all proposals received.

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

1. That the City Manager is authorized to execute a contract with Scientel Solutions, LLC in the amount of \$739,265.00.
2. That this Resolution shall be effective immediately.

ADOPTED this 26th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

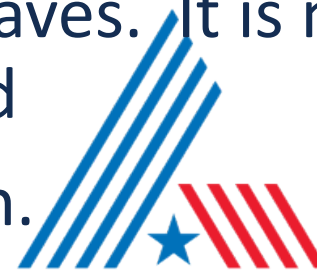
9/26/2024





Scintel Contract Award

- The City's radio system incorporates microwave signals to carry critical information linking the seven towers together to allow them to act in unison to maintain simulcast operation.
- This information contains system control data, GPS timing data, receive and transmit audio, chooses the best signal to repeat, and reports the status of each tower site.
- The West Texas Council of Governments received a state grant two years ago to replace two of the City's microwaves. It is now time to replace the remaining five with new units and reconfigure the system to a ring configuration.

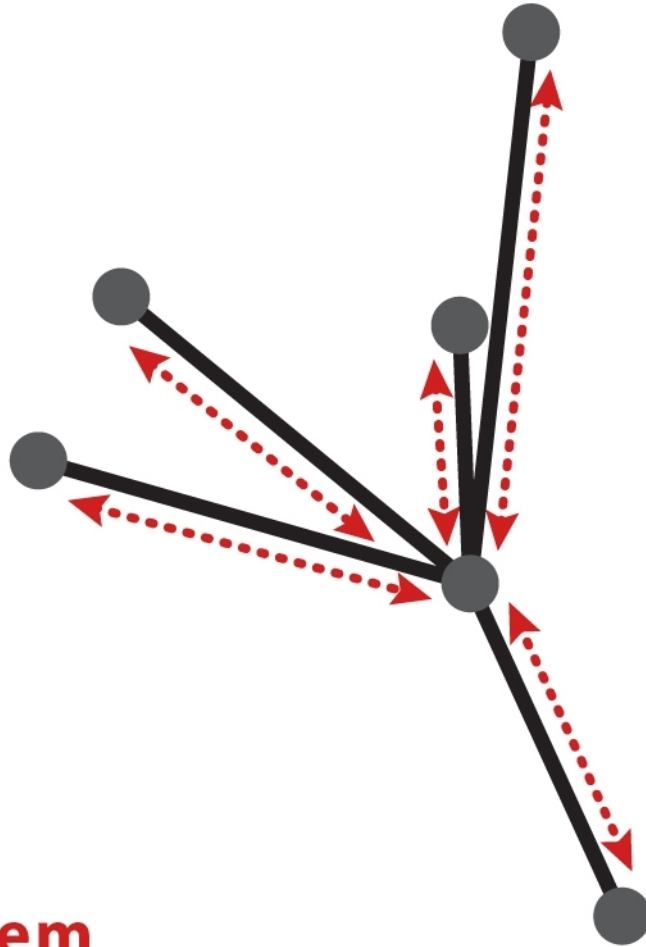


CITY OF
ABILENE
T E X A S

- Staff has chosen to go to a ring format with this upgrade, which allows further redundancy and reliability.
- The city conducted a Request for Proposals (CB-2475) and received four proposals. Scientel scored the highest of the proposers, meeting all requirements. The cost for this project is \$739,265.00. This is below the estimated budget of \$1,200,000.



STAR ARCHITECTURE

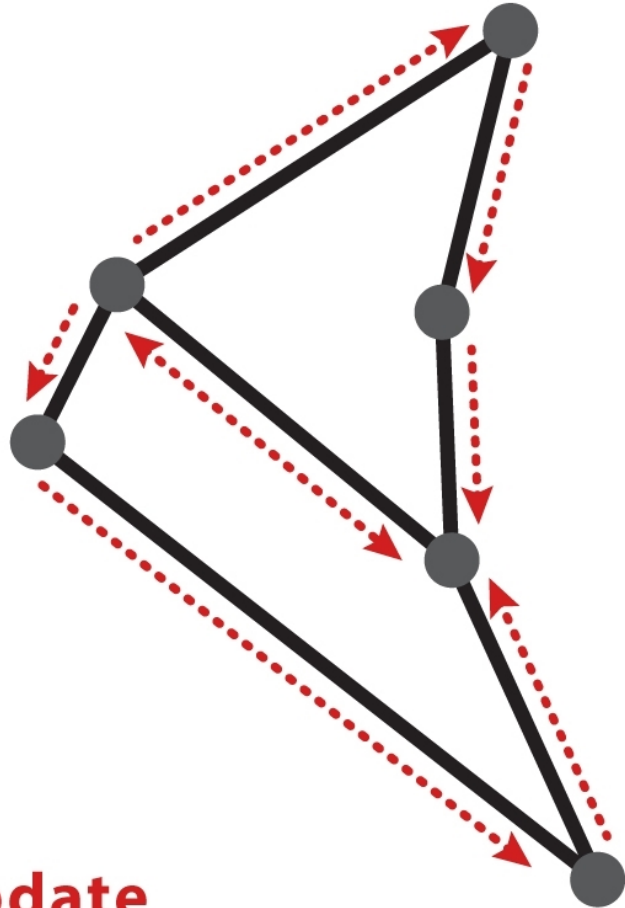


Current System



CITY OF
ABILENE
TEXAS

RING ARCHITECTURE



Proposed Update



**CITY OF
ABILENE
TEXAS**







**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Pamela Williams, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Alliance Work Partners to Provide Employee Assistance Program Coverage (Pamela Williams)

GENERAL INFORMATION

The City conducted Requests for Proposal for an Employee Assistance Program (EAP), (CB-2463) to partner with a carrier that emphasizes employee mental well-being and provides an Employee Assistance Program (EAP) to eligible City employees and their families. The selected vendor will increase access and appropriate utilization while ensuring quality of care.

SPECIAL CONSIDERATIONS

The Human Resources department generated an RFP in July 2024. This notice was published on July 1, 2024, with a proposal deadline of July 26, 2024. Within that timeline, we received four responses to the RFP, and they were evaluated by the Employee Benefits and Human Resources team.

FUNDING/FISCAL IMPACT

The Employee Assistance Program (EAP) will be funded using the Self-Insurance budget.

STAFF RECOMMENDATION

Staff recommends awarding the contract to Alliance Work Partners to provide Employee Assistance Program (EAP) coverage.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Employee Assistance Program (EAP) Resolution
2. Alliance Work Partners Services Contract
3. RFP Response Analysis
4. Council Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING AN AGREEMENT WITH ALLIANCE WORK PARTNERS TO PROVIDE
EMPLOYEE ASSISTANCE PROGRAM SERVICES.**

WHEREAS, the Human Resources Department went out for an RFP on July 01, 2024, seeking proposals for the Employee Assistance Program. They received four responses, and reviewed for the best-fit candidate.

WHEREAS, it is the staff's recommendation that the City accept the proposal from Alliance Work Partners to provide Employee Assistance Program services.

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

PART 1: The City Manager is authorized to negotiate and execute an agreement with Alliance Work Partners as set-forth above. Alliance Work Partners is a three-year rate guarantee agreement.

PART 2: That this resolution shall take effect October 01, 2024 after its passage.

ADOPTED this 26th day of September, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Alliance Work Partners
A professional service of Workers Assistance Program, Inc.
PURCHASE OF SERVICES AGREEMENT



New



Renewal

DEFINITIONS:

- A. Eligible Participant means any employee of COMPANY who is included among the monthly head count on which the CAPITATED RATE is based, as well as any dependent living at the same residence of such an employee.
- B. Covered Services means the selection of services provided in this AGREEMENT in Exhibit I.
- C. "Employee" and Company Employee, whether or not capitalized and whether singular or plural, shall mean an employee or those employees of the COMPANY included among the monthly head count on which the CAPITATED RATE is based and who are eligible for the services provided by AWP pursuant to this Agreement.

ATTENTION SIGNATORY:

Initials are requested at the bottom of each page, however, a full signature in ENTIRE AGREEMENT section will be treated as agreement to all the terms in the exhibits and the basis for commencement of the contract.

This PURCHASE OF SERVICES AGREEMENT and attached Exhibits I and II, (hereinafter "AGREEMENT"), is executed on 8/20/2024 by and between Alliance Work Partners, (hereinafter "AWP") and City of Abilene, Tax I.D.# 75-6000440 (hereinafter "COMPANY"), (AWP and Company are hereinafter sometimes referred to collectively as the "parties" and individually as a "party," whether or not capitalized) and the parties do hereby covenant and agree as follows:

1. **PURCHASE OF SERVICES:** COMPANY purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this AGREEMENT and in the following Exhibits:
 - a. **Description of Services** - Exhibit I.
 - b. **Fee Schedule and Conditions** - Exhibit II.
2. **TERM:** This AGREEMENT shall commence, and services will begin on 11/1/2024 and shall automatically renew on the anniversary date each year, unless either party earlier terminates. This AGREEMENT can be terminated at any time by either party after providing to the other party advance notice of not less than 90 days of such termination. Notwithstanding the foregoing, AWP may terminate this AGREEMENT or suspend in total all obligations under PURCHASE OF SERVICES AGREEMENT immediately if any payment due pursuant to this AGREEMENT reaches 90 days past due. Services, if suspended, shall be reinstated in full upon confirmation and clearance of payment due for all past due amounts.

AWP Initials:

COMPANY Initials:

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3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY and/or Eligible Participants shall take place on premises provided by COMPANY, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to Eligible Participants will be conducted at a convenient, appropriate AWP office or other office arranged by AWP that is accessible by the Eligible Participant and AWP service providers.
4. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.
5. **CONFIDENTIALITY:** Unless otherwise required by law, AWP and COMPANY agree not to use for any purpose other than the performance of this AGREEMENT, or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its agents to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”) that may be generated in the provision of Covered Services.
6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:

Alliance Work Partners
2525 Wallingwood Drive, Building 5
Austin, Texas 78746

City of Abilene
555 Walnut St
Abilene, TX 79601

Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date, or if emailed, specifically sent to **am@alliancewp.com** email address.

7. **ADDITIONAL TERMS:**

3 year rate guarantee

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COMPANY Initials:

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8. **FORCE MAJEURE:** If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, epidemic, pandemic, or any other similar cause beyond the reasonable control of such party (each, a "***Force Majeure Event***"), then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Notwithstanding the preceding sentence, if the Force Majeure Event continues for a period of more than thirty (30) days, either party may thereafter deliver a notice of termination to the other party to be effective ten (10) days after receipt of such notice unless the Force Majeure Event has then ended. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall reasonably promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

ENTIRE AGREEMENT: This AGREEMENT constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this AGREEMENT is amended in writing pursuant to the terms of Paragraph 4, above.

Each of those executing this AGREEMENT warrants and represents that (s)he is authorized to bind his/her principal and execute this AGREEMENT in the capacity indicated.

ALLIANCE WORK PARTNERS

Signature: _____ Date: _____

Print Name: _____ Title: _____

COMPANY

Signature: _____ Date: _____

Print Name: _____ Title: _____

AWP Initials:

COMPANY Initials:

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Exhibit I
Description of Services

STANDARD SERVICES INCLUDED IN THIS AGREEMENT

Subject to the terms and conditions described herein, AWP will provide the following services:

1. Unlimited Consultation Including Assistance with the Development of Policies and Procedures.

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

2. Critical Incident Stress Debriefings.

Critical Incident Response Categories

- A. Critical Incident Stress Debriefing (CISD): CISD is an included service at no additional charge, for Eligible Participants covered by this AGREEMENT, on the conditions provided in this paragraph A. CISD is a group intervention designed to relieve the stress and trauma induced by a crisis impacting the work group of employees included among Eligible Participants. There is no limit to the number of precipitating events for which CISD services may be requested. A maximum of Five (5) hours of scheduled group services shall be provided in connection with any one precipitating event. Hours requested beyond the five (5) hours included for each precipitating event are subject to additional cost per the terms and conditions provided in paragraph C of this Section 2. Services will be scheduled at a mutually agreeable time during the period between three and seven days after the request for service is received by AWP. COMPANY agrees that a minimum of five (5) Eligible Participants will be scheduled to participate in a scheduled debriefing. If fewer than five (5) Eligible Participants are present at the agreed upon scheduled start time, the scheduled services will be considered On-site Counseling services for which COMPANY will be charged according to the rates and conditions provided in paragraph C of this Section 2, whether or not an Eligible Participant elects to meet with the facilitator. If no Eligible Participants are present 15 minutes after the agreed upon scheduled start time, COMPANY will be charged the rate in accordance with the conditions applicable to On-site Counseling provided in paragraph C of this Section 2 for the duration of the scheduled time requested by COMPANY, and the facilitator shall then be free to leave. Services will be performed by qualified individuals, certified to conduct CISD services.
- B. Expedited Response: Expedited response (any request for service to occur less than 48 hours notification to AWP) is available at an additional charge to COMPANY. AWP will provide on-site crisis counselor(s) within 5 to 48 hours of notification of a traumatic event by COMPANY. Requests received after 3pm Central Time Monday through Friday, shall be arranged for the next business day. Services include informal

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outreach, check-in, supportive listening, problem-solving for immediate needs, assessment of mental/emotional health, and make recommendations as needed. Face-to-face counseling or other support services may be arranged as needed. COMPANY agrees to pay an amount of \$300.00 per hour (two hours minimum required) for Expedited Response services, as well as \$200.00 per hour (one hour minimum required) for travel to Company's site by counselor(s). COMPANY agrees to pay for total time requested, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

- C. On-site Counseling/Grief Support: Formal one-on-one on-site counseling is available at an additional charge to COMPANY. AWP will provide one-on-one, on-site counseling for Eligible Participants of COMPANY, at a private and confidential location provided by COMPANY, upon request. Services scheduled to take place during normal business hours of 8am to 5pm, Monday through Friday, are charged at the rate of \$250.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. Requests by COMPANY for scheduled on-site counseling/grief support falling outside of the times listed above are charged at the rate of \$300.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. COMPANY agrees to pay for the total time requested and actual travel time, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

3. Call Center Services 24 / 7 / 365 Provide Unlimited Assessment and Referral Services to Employees and Family Members.

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional AWP covered services or resources in the community. Our staff can conduct research on behalf of the Eligible Participant and attempt to provide at least three (3) targeted referrals specific to the needs of the Eligible Participant.

4. Case Management Services.

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the Eligible Participant.

5. Program Orientations to Supervisors and Staff.

Company employee and supervisor program orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing Company employee performance and retention when facing challenges.

6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.

Additionally, an orientation in online video-streaming formats is made available to all programs.

7. Personal, Professional Training and Onsite Services.

Up to twelve - (12) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be

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provided by AWP. Onsite training, webinar training, health fair participation, etc., outside the maximum number of hours are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to Company employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

TRAINING REQUESTS & SCHEDULING:

Generally, training requests require a minimum one (1) hour and five (5) Company employees per class. Any exemption request to the minimum number of Company employees must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result, at AWP's election, in either a reduction in annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour fee will be charged COMPANY for the number of hours scheduled and then subsequently cancelled.

8. Short-term Counseling Services.

For each Eligible Participant, up to Five (5) sessions are provided per issue, per year for face-to-face, video or telephonic counseling for short-term problem resolution. Eligible Participants are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Eligible Participants may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the Eligible Participant will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the Eligible Participant may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer an Eligible Participant into their network for long-term therapy if more than five (5) sessions are necessary to address the presenting issue.

All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

9. Referrals to Long-term Treatment Resources, if Appropriate.

AWP will refer Eligible Participants to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and private agencies, and in/out network treatment facilities within the financial means of the Eligible Participant. All fees charged by the long-term resources will be the responsibility of the Eligible Participant.

10. Safe Ride Program.

The Safe Ride Program can save lives. It encourages Eligible Participants whose driving may become impaired while away from home, to call a cab or ride share service. The process is simple and confidential - the COMPANY will never know - and the cab fee is

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reimbursed by AWP. **Reimbursement requires documented receipt of one-way travel and is for cab fare only, not to include tips, surge fees, wait times, tolls or any other charge other than the fare, up to \$50 per eligible use.** To promote healthy choices, the program may only be used up to three times by an Eligible Participant. An Eligible Participant using Safe Ride more than once in a 12-month period or three (3) times within a 36-month period will be scheduled for a confidential visit with one of our substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the Eligible Participant's ability to utilize Safe Ride will be reinstated.

11. Appropriate Statistical Reporting Subject to the Restrictions Under Applicable Laws Relating to Client Confidentiality and Privacy.

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

12. LawAccess - Legal and Financial Services.

Legal and financial assistance is provided to Eligible Participants through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

13. U.S. Department of Transportation SAP Services ☐ Included ☒ Not Included

This includes referrals to our national network of Substance Abuse Professionals (SAPs) who meet U.S. DOT's criteria for performing all required SAP duties through AWP's turnkey coordination of SAP and case management services.

14. WellCoach ☐ Included ☒ Not Included

WellCoach delivers preventive health and complimentary care, coaching and educational services to encourage Eligible Participants to become and remain healthy. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

15. Work-Life Premium ☐ Included ☒ Not Included

Work/Life Premium offers personalized research by work/life specialists who gather and research information on a variety of services from child and elder care to academic and convenience services. Research is based on the client's specified criteria after the initial request is placed.

16. PTX ☐ Included ☒ Not Included

PTX is an online Postural Therapy exercise "engine", accessible from any computer, tablet, or phone. After completing a simple interactive questionnaire, the intelligence system carefully selects approximately 10 gentle postural strengthening exercises from a library of 1,000 - and puts them in correct sequence with the right sets & reps or time for the individual's needs. Instructional videos guide the user throughout this at-home program, without the need for any special equipment. Among the many benefits of PTX is its low cost and best in class approach to lowering the risk of Opioid abuse or addiction.

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Exhibit II
Fee Schedule and Conditions

1. **CAPITATED RATE:** Payment shall be made monthly by COMPANY to AWP for all fee-for-services covered under this AGREEMENT as may be amended. The fee shall be \$ 1.57 **Per Employee Per Month** and shall be due within thirty (30) days of the date of the AWP invoice. The current rate is predicated on 1400 Company employees.

Following the first month of service AWP will e-mail to COMPANY, on a monthly basis, an 'employee count' request asking for a COMPANY report of the number of Company employees for the requested month. All subsequent fees will be adjusted and invoiced monthly, based upon changes in the number of Company employees indicated in a response to a request for an employee count. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

Should COMPANY not provide an e-mail response to AWP requests for the 'employee count' by the 5th of each month, AWP will invoice, and COMPANY shall pay the AWP invoiced amount - based upon the last available 'employee count' AWP received. COMPANY will not be entitled to any reduction in a monthly fee based on a reduced number of Company employees if the employee count is not timely provided by COMPANY for the applicable month. Any necessary invoice adjustments based on a change in employee count timely provided by COMPANY will be prepared by AWP and submitted to COMPANY in the next subsequent billing cycle. If an 'employee count' is later confirmed to be greater than the employee count used in invoicing for any month, the amount owing for each such affected month shall be adjusted, as applicable, and any such increased amount owing for such month(s) shall be invoiced by AWP and payable within 30 days of the date of invoice.

2. **RATE GUARANTEE:** AWP will provide a 3 Year rate guarantee from 11/1/2024-10/31/2027. AWP will provide thirty (30) days' notice prior to any rate escalation. Fees are based on the employee count reported by COMPANY. The employee count should include all active COMPANY employees. Household members sharing the same address as a COMPANY employee, dependents (spouses and children through age 26), retirees and terminated employees although covered, are not included in the employee count. Notwithstanding the foregoing, a terminated employee shall: (i) be an Eligible Participant for only six (6) months after the last date of employment with the COMPANY, and (ii) shall be eligible for one session for the purpose of assessment and referral to a third-party provider during the period six (6) month to one year after the last date of employment with the COMPANY.

3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** Services, not otherwise specified, billed on a fee-for-service basis are itemized as follows:

Ad hoc reporting (any requested report outside of our normal reporting) is available for \$150.00 per hour with a one-hour minimum for all requests.

Mediation services are available by arrangement. Contact the account manager for a price quote.

On-site counseling (unrelated to Critical Incident Response Categories above) is available on a fee for service basis at the rate of \$150.00 per hour plus travel expenses.

For services beyond the number of hours allotted for Personal, Professional Training and Onsite Services in EXHIBIT I #7 of this AGREEMENT, the fee is \$200 per hour plus

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travel expenses if applicable (distance calculated to be 50 miles or greater based on CUSTOMER service address provided and AWP originating office).

A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are \$200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Except as otherwise provided in this Agreement with regard to Critical Incident Response Categories, scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result, at AWP's election, in either an adjustment to the maximum annual hours for the same onsite services or training, or a \$200 per hour charge to COMPANY in an amount equal to the hours scheduled and cancelled without the required advance notice.

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COMPANY Initials:

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Document Details

Title	Alliance Work Partners EAP Services Contract City of Abilene
File Name	NEW TEMPLATE Private EAP Contract Revised Digital V3.pdf
Document ID	195f913bee6e43cc9194d836f18b0772
Fingerprint	
Status	Draft

Document History

**City of Abilene
EAP Analysis
October 1, 2024**

	Current	Renewal	Proposed	Proposed	Proposed
Benefits	Alliance Work Partners (AWP)	Alliance Work Partners (AWP)	CuraLinc	Deer Oaks	Lyra
Toll-Free 24-Hour Access	Yes	Yes	Yes	Yes	Yes
Reporting	Quarterly and annual reports provided	Quarterly and annual reports provided	Quarterly Utilization Reports	Quarterly and annual Utilization Reports	Quarterly reports and 24/7 online self-serve access
Educational Materials & Online Resources	Monthly Newsletters, Monthly and Quarterly Complimentary Webinars	Monthly Newsletters, Monthly and Quarterly Complimentary Webinars	Mobile platform contains interactive toolkits, flash courses, life chat, worklife benefits, HR resources	Unlimited access to Member Work-Life website including articles, links, assessments, online courses and seminars.	Lyra's Workforce Hub includes digital training with courses and gathering sessions. Online sharing community, toolkits and content.
Number of On-Site Hours Included	12 hours of Personal and Profession Training / 5 hours per event Critical Incident is included per response	12 hours of Personal and Profession Training / 5 hours per event Critical Incident is included per response	Bank of 12 hours per contract year	Bank of 12 hours annual bank (onsite) and separate 12 hours annual bank for webinar orientation and catalog seminars	6 Workshops per year at no cost (in person or virtual)
Network	14,000 EAP Counselors nationally	14,000 EAP Counselors nationally	30,116 EAP Counselors nationally	50,400 EAP Counselors nationally	13,280 EAP Counselors nationally
Training Available to Reduce Risk	Unlimited Managerial Consultations, Unlimited Procedural Referrals	Unlimited Managerial Consultations, Unlimited Procedural Referrals	Over 100 customizable topical training modules, Unlimited management consultations, Unlimited management referrals	EAP webinar, 12 online seminars (1 monthly) 70+ seminars online, Supervisor Webinar series	Unlimited Lyra 101 training, manager specific material, manager-specific workshops, WorkHub
Pricing (PEPM)	5 sessions per year (can be in person or tele-counseling)	5 sessions per year (can be in person or tele-counseling)	5 sessions per year (can be in person, through tele-counseling)	5 sessions per year (can be in person, through tele-counseling)	Covered Care Sessions - 8 (utilization based-assumes 490 sessions)
	\$1.57 PEPM	\$1.57 PEPM	\$1.77 PEPM	\$1.49 PEPM	\$6.83 PEPM
Projected Annual Cost (1,400 Fes)	\$26,376.00	\$26,376.00	\$29,736.00	\$25,032.00	\$208,557.00
Rate Guarantee Included:	-	3 Years	3 Years	3 Years	3 Years
	WorkLife Standard, HelpNet (service package training, orientation, resource articles, tips and tools for balancing work and family life) , LawAccess (free consultation, 25% off face-to-face legal consultation), SafeRide (members can be reimbursed \$50 a ride with a saved receipt)	WorkLife Standard, HelpNet (service package training, orientation, resource articles, tips and tools for balancing work and family life) , LawAccess (free consultation, 25% off face-to-face legal consultation), SafeRide (members can be reimbursed \$50 a ride with a saved receipt)	Clinical follow up and post treatment guidance, personalized coaching, Legal consultation, financial consultation, identity theft consultation, dependent care referral,	Unlimited management referral coordination, Aware Mindfulness Program, Life Coaching, Manager Assist, Work-life consultation, The the High Road Ride Reimbursement, Benefitconnect	Worklife services including financial, legal, ID Theft, child/elder/pet care, inlimited critical incident support, Digital Care Platform, Unlimited Manager Consultations, Unlimited Critical Incident Support hours
Additional Services:	Ad Hoc reporting - \$150/hr Mediation Services - \$150/hr Onsite Counseling Services - \$250/hr Additional Training Hours - \$200/hr Customized Training Requests - \$250/hr CISD Responses (more than 5 hours)- \$250-\$300/hr + travel	Ad Hoc reporting - \$150/hr Mediation Services - \$150/hr Onsite Counseling Services - \$250/hr Additional Training Hours - \$200/hr Customized Training Requests - \$250/hr CISD Responses (more than 5 hours)- \$250-\$300/hr + travel	Additional onsite hours: \$245 per hour CuraConnect (\$225 per engaged member/\$10,000 minimum) Dedicated counseling (\$130-\$160 per hour) Mental Health Naviagtor Plus (\$0.50) Wellness	Additional Onsite Orientation: \$300/hour Additional Webinar Catalog Training: \$300/hour DOT Substance Abuse Professional (SAP) Evaluations: \$600/case Mandatory Substance Abuse Cases: \$300/hour LiveWell Telephonic Wellness Coaching: \$0.46 PEPM Executive Coaching: \$500 This is one-on-one telephonic executive coaching for key leadership skills	Additional workshops (over the 6 provided): \$1,000 virtual/\$3,000 in person) Private Lyra Gathers: \$1,000 per private gather Lyra Speakers for events: \$1,000 virtual, \$3,000 in person Fitness for Duty Evaluations: \$325-\$525 per hour Mental Health STD Evaluations: \$1,250 per case

Employee Assistance Program - Alliance Work Partners

September 26, 2024





Selection Process

Notices were published for RFP #CB-2463 on July 1, 2024 with four companies responding.

- The rating criteria consisted of the following:
 - Experience in the industry and in servicing governmental entities/professional references (15%)
 - Service(s) rendered, capabilities of providing all requested services (30%)
 - Pricing (30%)
 - Capabilities in regards to personnel, technology, account management (25%)





RFP Responses

Benefits	Alliance Work Partners	CuraLinc	Deer Oaks	Lyra
Pricing (PEPM)	\$1.57	\$1.77	\$1.49	\$6.83
Projected Annual Cost (Based on 1,400 employees)	\$26,376.00	\$29,736.00	\$25,032.00	\$208,557.00
Rate Guarantee	3 Years	3 Years	3 Years	3 Years





Vendor Background

- Alliance Work Partners has been doing business in Texas for over 46 years.
- Nationwide, they currently serve over 900 organizations of which 548 are public organizations; and over 300,000 covered lives in Texas.
- Public entity clients include:
 - City of Austin
 - City of Abilene





Vendor History

**The City of Abilene has partnered with
Alliance Work Partners since October 1, 2011**





Recommendation

Three-Year Rate Guarantee Agreement effective 10/1/2024





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services and Amendment of the Current Contract with Resource Data, Inc. as a Provider of Geographical Information Services (Troy Swanson)

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire professional services from Resource Data, Inc. and seeks an amendment for those services in fiscal year 2024. The IT Department has provided for these services as budgeted and funded through the Information Technology fund, the Metro Planning Organization (MPO) fund, and the Abilene / Taylor County 9-1-1 Emergency Communications District Board of Managers fund. The IT Department requests the acquisition and amendment to the contract for professional services from Resource Data, Inc. in the not-to-exceed amount of \$689,893.92. The acquisition of these services from Resource Data, Inc. will be conducted following the City's procurement processes within this not-to-exceed amount.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - RDI FY2024
2. Amendment to Professional Services Contract Resource Data
3. City of Abilene - RDI SOW 4 - GIS Consulting Amendment_RDI Signed
4. City of Abilene - RDI SOW 05 - GIS Consulting_Metro_Planning_Org_RDI Signed
5. RDI_-_Council_Approved_Contract_RDI_Signed022124
6. 20240926 - City Council - Presentation - RDI

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE PROFESSIONAL SERVICES AND AMENDMENT OF THE CURRENT CONTRACT WITH RESOURCE DATA, INC. AS A PROVIDER OF GEOGRAPHICAL INFORMATION SERVICES.

WHEREAS, the City Council of the City of Abilene recognizes the need for professional services from Resource Data, Inc.; and

WHEREAS, the Information Technology Department will require professional services in the fiscal year 2024 for Geographical Information Systems (GIS) through the Professional Services Agreement contract dated February 8, 2024; and

WHEREAS, the Information Technology Department has provided for these services as budgeted and funded through the Information Technology fund, MPO fund, and Abilene / Taylor County 9-1-1 Emergency Communications District Board of Managers fund; and

WHEREAS, the Information Technology Department requests an amendment to City services in the amount of \$26,626 for a total task cost of \$310,000; and

WHEREAS, the Information Technology Department requests an amendment to the contract for Metro Planning Organization (MPO) in the amount of \$23,670.92 for a total task cost of \$23,670.92; and

WHEREAS, the Information Technology Department acknowledges the professional services for the Abilene / Taylor County 9-1-1 Emergency Communications District Board of Managers remains in the continued amount of \$356,226; and

WHEREAS, the current fiscal year 2024 professional services with Resource Data, Inc. was not to exceed \$639,600.00 and the amended total fiscal year 2024 professional services with Resource Data, Inc. is not to exceed \$689,893.92 and

WHEREAS, this acquisition will be from Resource Data, Inc. as a provider of these professional services as part of the current executed contract; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition and amendment of these services from Resource Data, Inc.; 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 services from Resource Data, Inc. for a not to exceed amount of \$689,893.92 in fiscal year 2024

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

ADOPTED this 26th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF ABILENE, TEXAS AND
RESOURCE DATA, INC.

On February 8, 2024, the City of Abilene, Texas (“City”) and Resource Data, Inc. (“Professional”) entered into a Professional Service Contract (“Agreement”), wherein Professional was contracted to provide GIS consulting services.

City of Abilene, Texas and Resource Data, Inc., Inc. hereby agree to amend the terms of the Agreement as follows:

I. TERM

“The Professional must complete all services by September 30, 2025.”

II. PAYMENT

For the services to be rendered under this Contract, the Professional will be entitled to a fee as follows: Compensation is based upon actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Per Schedule per hour, or per the attached schedule, not to exceed \$689,893.92. 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.

ATTACHMENT A

Scope of Services

ADD the additional services attached hereto.

No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS 26th DAY OF September, 2024.

CITY OF ABILENE, TEXAS

PROFESSIONAL

BY: _____

Robert Hanna, City Manager

BY: Stephen Carnes

Stephen Carnes
Contracts Administrator

560 E. 34th Ave, Suite 100
Anchorage, AK 99503
Tel: 907-743-7556
Federal Tax ID# 92-0131155

Attest:

Attest:

City Secretary

Corporation's Secretary

Approved:

City Attorney



City of Abilene: SOW 04 “GIS Consulting” - Amendment 01

1. General

This Amendment to SOW 04 GIS Consulting, is made a part of, and is subject to the terms and conditions of, the City of Abilene, and Resource Data, Inc. (“Contractor”) Professional Services Agreement (PSA), dated February 8th, 2024 as follows:

2. SOW 04 GIS Consulting – Section 9 - Amendment 01

Section 9, is amended to increase the budget **From \$283,367 To \$310,000 (an increase in the amount of \$26,626).**

3. All other terms and conditions of the contract remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the last signature date provided below.

RESOURCE DATA, INC.

BY: Stephen Carnes

NAME: Stephen Carnes

TITLE: Contracts Administrator

DATE: 09/05/2024

CITY OF ABILENE

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Statement of Work 05

1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

2. Description of Services

IT services as needed and based on staff availability, in accordance with the Master Governance Document.

3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

6. Deliverable Materials

All source code and documentation developed under this project.

7. Project Schedule

Period of Performance: June 1st, 2024 – September 30th, 2024

8. Completion Criteria

As determined by Client and agreed to by Resource Data.

9. Statement of Work (MPO Task List)

Task 1.2 – ArcGIS Training: Upgrade ArcMap (retiring in 2025) – to ArcPro and Training for ArcPro

Task 1.3 – Title VI and Environmental Justice: Identify and analyze Title VI Civil Rights in planning process by focusing on enhancing analytical capability for assessing impact distributions. Utilizing Census data and other means for production of maps of minority, elderly, and low-income persons along with striving to minimize adverse effects of transportation projects on the human environment by using these identifying factors.

Task 2.0 – Sidewalk Map: Update the sidewalk map using imagery (Google, Google Earth, etc. last updated 2022). Update the sidewalk map using area-wide plans of future development.

Task 2.1 – Environmental Mitigation: Coordination with the Strategic Highway Network (STRAHNET)/US Department of Defense (DOD) Coordination and Federal Land Management Agency (FMLA) Coordination to help promote a useful planning network that shows connections to Federal lands and advocates for the best use of resources. This includes environmental limiting factors that may affect network development.

Task 2.2 – Performance Measures – Safety Planning: Update online ArcGIS maps with traffic count and crash data.

Task 3.1 – Transportation Improvement Program (TIP): Update project map shapefile.

Task 3.2 – Bicycle Amenities: Update the online bicycle infrastructure map (bike lanes, bike routes, bike paths). Research Citywide plans to capture future projects.

Task 4.0 – Electric Vehicles and other Green Energy Infrastructure: Mapping of charging stations, and other green energy infrastructure within the MPO area. Coordination with the TxDOT Statewide Electric Vehicle Infrastructure Plan.

Task 4.1 – Metropolitan Transportation Plan (MTP) FYs 2025-2050: Assist in the coordination with MTP consultants on GIS shapefiles. Assess current Project Excel Spreadsheet and update as appropriate with Performance Measures.

Task 4.3 – Complete Streets: A network of active transportation facilities (sidewalks, bikeways, trails, transit routes) to places of interest such as work, school, retail, recreation areas, community activity centers, and healthcare facilities. This may include a complete streets holistic approach in planning efforts, and it could provide safe and accessible transportation options to our community. Evaluate active transportation system to understand system performance needs to identify regional activities. Research statewide and regional active transportation strategies and actions.

Task 5.0 – Special Study Mapping Projects: Throughout the year, various transportation maps as needed.

Task 5.1 – MPO Boundary Expansion: Update parcel layers, roadways, etc. (infrastructure) for Callahan County. Capture projects within cities of Hawley, Clyde, Buffalo Gap, Tuscola, Lawn, and Merkel. (This task will kick-off after MPO Boundary change approval from Governor).

Task 5.2 – Resiliency Planning: Evaluation/analysis of the existing and planned transportation system with regard to issues related to emergency evacuation, hazardous materials transportation, and other emergency response situations.

10. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed **\$23,670.92** for GIS Services Work.

It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. Examples of current rates are:

Table 1: Resource Data Hourly Rates

City Position	GSA Equivalent Position	RDI Staff Member	GSA Rate
GIS Supervisor	GIS Lead	Dave Saleh	\$ 132.00
GIS Technical Lead	GIS Lead	Erin King	\$ 132.00
911 Coordinator	GIS Specialist V	JJ Loh	\$ 112.70
GIS Technician	GIS Programmer/ Analyst	Ilana Schnauffer	\$ 88.20
GIS Technician	GIS Programmer/ Analyst	Phillip Carr	\$ 88.20
GIS Technician	GIS Programmer/ Analyst	Colton Asnes	\$ 88.20

- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

11. Invoicing – City of Abilene

- Invoices Addressed to (name): _____
- Email invoices to (email address): _____
- Invoices should be cc'd to: _____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

12. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the last signature date provided below.

Resource Data, Inc.

BY: Stephen Carnes

PRINTED NAME: Stephen Carnes

TITLE: Contracts Administrator

DATE: 08/30/2024

City of Abilene

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 8th day of February, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Resource Data Inc (“Professional”).

The City is engaged in GIS 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 GIS Consulting 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 September 30, 2024.

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.

<u>Type</u>	<u>Amount</u>
X 1. Workers’ Compensation Employer’s Liability	Statutory \$100,000 per occurrence
_X_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)
_X_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)
_X_4. Professional Liability	\$500,000 combined single limit (per occurrence)
_5. See Addendum for Special Coverages and/or revisions	

___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:
Troy Swanson, IT Director
P.O. Box 60
Abilene, TX 79604

Professional – ATTN:
Stephen Carnes, Contracts Ad
560 E 34th Ave
Anchorage, AK 99503

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

DocuSigned by:
Robert Hanna
By: Robert Hanna

Title: City Manager

PROFESSIONAL

By: Stephen Carnes

Title: Contracts Administrator

Address: 560 E. 34th Ave, Suite 100
Anchorage, AK 99503

Phone Number: 907-743-7556

Federal Tax ID#: 92-0131155

ATTEST: (if corporation)

Stephen Carnes
Corporation's Secretary

ATTEST:
DocuSigned by:
Shawna Atkinson
City Secretary



APPROVED:
DocuSigned by:
Stanley Smith
City Attorney



Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached.

ATTACHMENT B**PAYMENT SCHEDULE****PARTIES TO INITIAL OPTION(S) SELECTED****OPTION 1** X *SC* 02/21/2024

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Per Schedule per hour, or per the attached schedule, not to exceed \$639,600.00.

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, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the 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.



Statement of Work 03

1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

2. Description of Services

IT services as needed and based on staff availability, in accordance with referenced PSA Agreement Document.

SOW 03 911 Addressing Services will include the following:

- Managing and resolving addressing requests,
- Coordinating interagency updates,
- Providing verification services,
- Resolving past addressing issues,
- Providing input and negotiating changes on addressing directives, and
- Documenting processes and work accomplished.

3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

6. Deliverable Materials

All source code and documentation developed under this project.

7. Project Schedule

Period of Performance: February 1st, 2024 – September 30th, 2024

8. Completion Criteria

As determined by Client and agreed to by Resource Data.

9. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed \$356,226.00 for 911 Addressing Services efforts.

It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. When travel is required for SOW efforts, there will be a Wrapped Travel Rate increase to GSA of \$59.00 per hour. Examples of current rates are:

Table 1: Resource Data Hourly Rates

City Position	GSA Equivalent Position	RDI Staff Member	GSA Rate	Travel Rate
GIS Supervisor	GIS Lead	Dave Saleh	\$ 132.00	\$ 191.00
GIS Technical Lead	GIS Lead	Erin King	\$ 132.00	\$ 191.00
911 Coordinator	GIS Specialist V	JJ Loh	\$ 112.70	\$ 171.70
GIS Technician	GIS Programmer/ Analyst	Phillip Carr	\$ 88.20	\$ 147.20
GIS Technician	GIS Programmer/ Analyst	Colton Asnes	\$ 88.20	\$ 147.20

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

10. Invoicing – City of Abilene

- Invoices Addressed to (name): _____
- Email invoices to (email address): _____
- Invoices should be cc'd to: _____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data’s coordinator for this project will be Bill Flemming.
- Client’s contact/coordinator will be _____.

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the last signature date provided below.

Resource Data, Inc.

City of Abilene

BY: Stephen Carnes

BY: _____

PRINTED NAME: Stephen Carnes

PRINTED NAME: _____

TITLE: Contracts Administrator

TITLE: _____

DATE: 02/21/2024

DATE: _____

Appendix – SOW 03 911 Addressing Services

TABLE A: WRAPPED TRAVEL RATE

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

Wrapped Travel Rate 3-Day Trip Assumed for estimates		
Estimate Items	Cost Estimate	Assumption
Roundtrip flight (Houston/Abilene) - Bush Intercontinental Airport (IAH) - Abilene Regional Airport (ABI)	\$ 400.00	American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA.
Transportation to/from Bush Intercontinental Airport in Houston	\$ 200.00	Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport
Hotel (3 nights @ \$150 per night)	\$ 450.00	Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX
Rental Car (while in Abilene, TX)	\$ 312.00	Price reflects compact car through Avis
Gas (per trip)	\$ 30.00	Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel
Per Diem (\$65 per day)	\$ 260.00	
Estimated Total Trip Cost	\$ 1,652.00	
Wrapped Travel Rate	\$ 59.00	Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate)

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

Appendix – SOW 03 911 Addressing Services

TABLE B: SOW 03 & SOW 04 BUDGET ESTIMATES

Split the total into 2 buckets: SOW 03 and SOW 04	Cost	Assumption
SOW 03 - 911 Estimated Bucket	\$ 356,226.00	911 Coordinator - 100% 1 GIS Technician - 100% GIS Supervisor - 25% GIS Technical Lead - 50%
SOW 04 - GIS Estimated Bucket	\$ 283,374.00	1 GIS Technician - 100% GIS Supervisor - 75% GIS Technial Lead - 50%

TABLE C: COMBINED SOW 03 & SOW 04 COST ESTIMATE

City of Abilene Cost Estimate (February 1, 2024 – September 30, 2024)		
Name	Hours	Cost
Dave Saleh	1,560	\$ 205,920.00
Erin King	390	\$ 51,480.00
JJ Loh	1,560	\$ 175,812.00
Phillip Carr	1,170	\$ 103,194.00
Colton Asnes	1,170	\$ 103,194.00
Total		\$ 639,600.00

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.



Statement of Work 04

1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

2. Description of Services

IT services as needed and based on staff availability, in accordance with the Master Governance Document.

3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

6. Deliverable Materials

All source code and documentation developed under this project.

7. Project Schedule

Period of Performance: February 1st, 2024 – September 30th, 2024

8. Completion Criteria

As determined by Client and agreed to by Resource Data.

9. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed \$283,374.00 for GIS Services Work.

It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. When travel is required for SOW efforts, there will be a Wrapped Travel Rate increase to GSA of \$59.00 per hour. Examples of current rates are:

Table 1: Resource Data Hourly Rates

City Position	GSA Equivalent Position	RDI Staff Member	GSA Rate	Travel Rate
GIS Supervisor	GIS Lead	Dave Saleh	\$ 132.00	\$ 191.00
GIS Technical Lead	GIS Lead	Erin King	\$ 132.00	\$ 191.00
911 Coordinator	GIS Specialist V	JJ Loh	\$ 112.70	\$ 171.70
GIS Technician	GIS Programmer/ Analyst	Phillip Carr	\$ 88.20	\$ 147.20
GIS Technician	GIS Programmer/ Analyst	Colton Asnes	\$ 88.20	\$ 147.20

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

10. Invoicing – City of Abilene

- Invoices Addressed to (name): _____
- Email invoices to (email address): _____
- Invoices should be cc'd to: _____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data’s coordinator for this project will be Bill Flemming.
- Client’s contact/coordinator will be _____.

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the last signature date provided below.

Resource Data, Inc.

BY: Stephen Carnes

PRINTED NAME: Stephen Carnes

TITLE: Contracts Administrator

DATE: 02/21/2024

City of Abilene

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Appendix – SOW 04 GIS Consulting

TABLE A: WRAPPED TRAVEL RATE

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

Wrapped Travel Rate 3-Day Trip Assumed for estimates		
Estimate Items	Cost Estimate	Assumption
Roundtrip flight (Houston/Abilene) - Bush Intercontinental Airport (IAH) - Abilene Regional Airport (ABI)	\$ 400.00	American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA.
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Rental Car (while in Abilene, TX)	\$ 312.00	Price reflects compact car through Avis
Gas (per trip)	\$ 30.00	Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel
Per Diem (\$65 per day)	\$ 260.00	
Estimated Total Trip Cost	\$ 1,652.00	
Wrapped Travel Rate	\$ 59.00	Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate)

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

Appendix – SOW 04 GIS Consulting

TABLE B: SOW 03 & SOW 04 BUDGET ESTIMATES

Split the total into 2 buckets: SOW 03 and SOW 04	Cost	Assumption
SOW 03 - 911 Estimated Bucket	\$ 356,226.00	911 Coordinator - 100% 1 GIS Technician - 100% GIS Supervisor - 25% GIS Technical Lead - 50%
SOW 04 - GIS Estimated Bucket	\$ 283,374.00	1 GIS Technician - 100% GIS Supervisor - 75% GIS Technial Lead - 50%

TABLE C: COMBINED SOW 03 & SOW 04 COST ESTIMATE

City of Abilene Cost Estimate (February 1, 2024 – September 30, 2024)		
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JJ Loh	1,560	\$ 175,812.00
Phillip Carr	1,170	\$ 103,194.00
Colton Asnes	1,170	\$ 103,194.00
Total		\$ 639,600.00

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.

City Council Meeting

September 26, 2024





Resource Data, Inc.

Professional Services Requirement:

- These services support the functions of the Geographical Information Systems (GIS)
 - Supporting the operational GIS service requirements of the City and its Departments
 - Supporting the GIS program requirements of the Metro Planning Organization (MPO)
 - Supporting the GIS program requirements of the Abilene / Taylor County 9-1-1 Emergency Communications District Board of Managers and its addressing functions
 - These amended services are to be provided through the end of the fiscal year 2024

IT Department Recommendation

- Current and Amended services
 - City services: \$310,000.00, amended in the amount of \$26,626
 - MPO services: \$ 23,670.92 as an amendment to services
 - 911 District: \$356,226.00, continued current services
 - Prior contract value, \$639,600.00
 - Amended contract value, \$689,893.92
- Endorses the requested professional services acquisition and amendment of the contract for a not-to-exceed amount of \$689,893.92



City Council Meeting

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **13. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Purchase of Microfiltration Modules from Aria Filtra, a Division of Trojan Technologies Corp., for the Hargesheimer Water Treatment Plant and for the Possum Kingdom Raw Water Roughing Facility *(Rodney Taylor)*

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve the purchase of 312 and 576 UNA 620a microfiltration modules from Aria Filtra for the Hargesheimer Water Treatment Plant (HWTP) and the Possum Kingdom Raw Water Roughing Facility, respectively. The contract includes the provision of the required ancillary parts and assistance in the installation and start up of the microfiltration racks. The contact amount is \$3,072,794.71. The microfiltration unit is essential for processing raw water from Possum Kingdom Lake to acceptable water quality levels for further treatment at the City's other water treatment plants. Microfiltration is one of the main treatment methods for the HWTP. The UNA 620a module is the only TCEQ approved membranes for the Possum Kingdom Raw Water Roughing Facility and Aria Filtra is the sole manufacturer. Therefore, the modules are exempt from competitive bidding.

SPECIAL CONSIDERATIONS

The City of Abilene holds three System Water Availability Agreements with the Brazos River Authority totaling 19,418 acre-feet of raw water to be taken from the Possum Kingdom Reservoir. The Possum Kingdom water is intended to replace the Hubbard Creek Water Supply during times of extreme drought. Possum Kingdom water has a high concentration of salts which exceeds the drinking water standards for chlorides and Total Dissolved Solids, and therefore the raw water must receive additional treatment to reduce the salt content to meet regulatory standards. The City of Abilene Possum Kingdom Raw Water Roughing Facility (PKRWRF) provides a means for reducing the salt concentration in the blended product water

making it chemically comparable to the raw water from Hubbard Creek Lake. The PK pipeline system and PKRWRF have the capacity to produce an annual average blended product water capacity of 8.88 mgd, and a maximum daily capacity of 11.32 mgd.

The extreme drought ended in 2016 before the PKRWRF was completed and placed into operation. Abilene made the decision to finalize plant construction, but to not install microfiltration modules at that time. Since that time City staff utilized those stored modules at the Hargesheimer Water Treatment Plant. Purchasing replacement microfiltration modules is required in preparation for plant startup of the PKRWRF.

The HWTP is one of three water treatment plants owned and operated by the City. The HWTP utilizes microfiltration as one of its main treatment methods to produce drinking water. The oldest modules currently at the HWTP were installed in 2013. As microfiltration modules age, their ability to filter the contaminants in the raw water diminishes, resulting in reduced flow capacity and increased downtime for cleans and backwashes. The replacement of the modules at the HWTP will allow the plant to operate more efficiently and increase the amount of drinking water the plant can produce.

FUNDING/FISCAL IMPACT

The microfiltration modules will be purchased using funds from the Water Utilities CIP Budget.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the purchase of microfiltration modules from Aria Filtra, a Division of Trojan Technologies Corp., for the price of \$3,072,794.71.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2-WrittenResolution-WtrDpt-WtrDpt-Aria-Purchase of MF Modules
2. AriaFiltr - Signed Contract
3. 150521 - TCEQ Exception and Plan Approval for Abilene PK RWRF
4. 3-Presentation-WtrDpt-Aria-Purchase of MF Modules

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE PURCHASE OF MICROFILTRATION MODULES FROM ARIA FILTRA, A DIVISION OF TROJAN TECHNOLOGIES CORP., FOR THE HARGESHEIMER WATER TREATMENT PLANT AND FOR THE POSSUM KINGDOM RAW WATER ROUGHING FACILITY.

WHEREAS, the City of Abilene (City) owns and operates the Hargesheimer Water Treatment Plant and the Possum Kingdom Raw Water Roughing Facility (PKRWRF); and

WHEREAS, the PKRWRF is designed to receive raw water from Possum Kingdom Lake and reduce the salt concentration prior to subsequent complete treatment by the City's Northeast or Grimes Water Treatment Plants; and

WHEREAS, the HWTP is designed to utilize microfiltration as one of its main treatment process for the production of drinking water; and

WHEREAS, the PKRWRF and HWTP utilizes microfiltration modules for the reduction of contaminants to acceptable water quality levels for further treatment or consumption; and

WHEREAS, ARIA FILTRA is the sole manufacturer and distributor of the UNA 620a microfiltration modules; and

WHEREAS, the UNA 620a microfiltration module is the only TCEQ approved membrane for the Possum Kingdom Raw Water Roughing Facility (PKRWRF); and

WHEREAS, the total cost for the module purchase is not to exceed \$3,072,794.71, which will be funded from the Water Utilities Capital Improvement Program (CIP) budget.

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

That the City Manager is authorized to purchase the UNA 620a modules from Aria Filtra, A Division of Trojan Technologies Corp., for the price of \$3,072,794.71.

ADOPTED this 26th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



SERVICES CONTRACT

This Contract, dated the 26th day of September, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Aria Filtra a Division of Trojan Technologies Corp. a company organized under the laws of the State of New York ("Contractor").

The purpose of this services contract is to state the terms and conditions under which Contractor will provide Hargesheimer Water Module Replacement and Possum Kingdom Module Replacement services to the City during the term stated herein.

In consideration of the mutual promises contained in this contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within a mutual agreed upon date calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This Contract may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this Contract as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination. 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.

V. ASSIGNMENT

The Contractor 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 Contractor 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 Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

VI. STATUS OF CONTRACTOR

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

VII. 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.

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.

"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, licensees, 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.

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this Contract throughout the term of the agreement. The Contractor is solely responsible for providing the required certificates of insurance. The City may terminate this Contract if the Contractor fails to timely comply with the insurance requirements.

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City as an additional insured with respect to operations for which this Contract is made.
2. Provide for thirty (30) day advance written notice of cancellation or material change.

C. TYPES AND AMOUNT 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.

<u>Type</u>	<u>Amount</u>
<u>_X_</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>_X_</u> 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)
<u>_X_</u> 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)
<u> </u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	
<u> </u> 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. 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: Rodney Taylor, Director of Water Utilities
P.O. Box 60
Abilene, TX 79604-0060

Contractor - ATTN: Kevin Spehr, VP. , Global Sales & Customer Experience, Trojan Technologies
839 NY State Route 13
Cortland, NY 13045-5630

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. 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.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. 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.

XVII. SALES TAX

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

XVIII. 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.

XIX. 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 Contractor is not subject to a provision above, the signatory executing this Contract on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Contract; (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 Contract 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 Contract; 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.

XX. 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.

XXI. 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 have entered into this agreement and the attached Addendum as of the date written above.

CITY OF ABILENE

By:

Title:

CONTRACTOR

By: *Kevin Spehr* Kevin Spehr

Title: VP Global Sales

Address: 839 State Route 13
Cortland, NY 13045

Phone Number: 720-202-6536

Federal Tax ID #: 85-3985494

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)



~~Corporation's Secretary~~
Aftermarket Sales Manager
Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

See attached Scope of Services (7 pages) which is incorporated herein as if fully copied and set forth at length. If any terms of this Scope of Services conflict with the Terms and Conditions of this Agreement, the Terms and Conditions of this Agreement control.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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

OPTION 2 __X__

Payment is in a lump sum amount of \$3,072,794.71 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 Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this Contract have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3 ____

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by 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 Contractor shall execute and provide City with an Affidavit that all bills for labor, materials, and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this Contract have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service(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 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

(End of Document)

Customer: City of Abilene

Scope of Services

Item 1: Hargesheimer Water Module Replacement

Aria Filtra is pleased to propose providing labor and materials described below for replacing 92 Microfiltration Modules on each of 3 filtration racks on the City of Abilene water filtration system, for a total of 312 modules. Module replacement will be performed one rack at a time.

Aria Filtra will also provide 10 additional modules to fill out the remaining spaces on the other 5 racks.

Modules and associated items: Aria Filtra will provide the following materials for module replacement and rack fill:

- 322 ea Aria Filtra Microfiltration modules
- 6 Gal. Lubricant for module nuts
- 644 ea Module nuts
- 677 ea Module O-rings
- 17 ea XR Gaskets
- 17 ea XR Nuts
- 322 ea Clear couplings
- 322 ea Upper end caps
- 322 ea Lower end caps
- 4 each module wrenches
- 2 each torque wrenches
- 2 each clear coupling wrenches
- 325 each XR hoses
- 329 each 1.0-inch clamps
- 329 each 2.0-inch clamps
- 120 feet black air hose

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- 120 each air hose couplings

Installation Supervision: Aria Filtra will provide a qualified Field Service Engineer (FSE) to supervise and assist with removing the old modules and installing the new modules. This module replacement project will require an additional crew of 4 people for 3 days in addition to the Aria Filtra FSE complete. Additional labor crew is by others.

Overall, Aria Filtra expects this work to take up to 5 days to complete, including set up at the beginning and clean up at the end. As part of this work, Aria Filtra will also provide a new Operating Protocol, and update the system Process & Instrumentation Diagram (P&ID) drawing. The Operating Protocol is a document created by Aria Filtra's Process Engineers based on a review of your MF system together with incoming water quality*, and includes recommended settings and protocols for Flux Maintenance (FM), Enhanced Flux Maintenance (EFM) and Clean-In-Place (CIP) operations. The OP is designed to give operators the information and guidance to achieve optimal system performance results. Potential benefits from following Aria Filtra's Operating Protocols include improved cleanings, increased up time, and extended service life.

Copies of both the P&ID and the Operating Protocol will be provided shortly after completion of the installation work.

*Incoming water quality data is provided by the customer. Aria Filtra can provide the comprehensive water quality analysis needed for the Operating Protocol at additional cost.

Change-Out Plan and Schedule

The Aria Filtra Field Service Engineer will arrive at the site a full day before the start of the module removal process to meet with site personnel, review the site where the work will be performed, and make preparations for the module change-out process.

Once full drainage of the cleaned rack has been verified the old modules will be removed and the new ones installed. The old modules will be set aside for disposal. The new modules will need to be drained of preservative prior to installation on the module rack. Aria Filtra will provide a Material Safety Data Sheet for the module preservative upon receipt of order. Disposal of old modules and module preservative is by others.

Once the full set of modules is installed on each rack, the rack will then be filled and rinsed in place to ensure all preservative has been removed from the modules. The FSE will then verify the operating set points, oversee the start-up of the rack, and verify proper operation.

PLEASE NOTE: If the customer has any safety concerns over potential exposure to collected contaminants while working with the old membrane modules, Aria Filtra recommends performing CIP's just prior to module removal for change-out.

Freight charges are not included.

Disclaimer: This proposal is based on information and conditions known at the time of quotation. Aria Filtra reserves the right to revise this proposal through change order(s) should conditions vary significantly from those known at the time of quotation and require additional work or materials.

Item 2: Possum Kingdom Module Replacement

Aria Filtra is pleased to propose providing labor and materials described below for replacing 144 Microfiltration Modules on each of 4 filtration racks on the City of Abilene-Possum Kingdom water filtration system, for a total of 576 modules. Module replacement will be performed one rack at a time.

In addition, Aria Filtra is pleased to provide Start Up Assistance to the customer.

Modules and associated items: Aria Filtra will provide the following materials for module replacement:

- 576 ea Aria Filtra Microfiltration modules
- 9 Gal. Lubricant for module nuts
- 1152 ea Module nuts
- 1210 ea Module O-rings
- 29 ea XR Gaskets
- 29 ea XR Nuts
- 576 ea Clear couplings
- 576 ea Upper end caps
- 576 ea Lower end caps
- 5 each module wrenches
- 2 each torque wrenches
- 2 each clear coupling wrenches
- 578 each XR hoses
- 588 each 1.0-inch clamps
- 588 each 2.0-inch clamps

Installation Supervision: Aria Filtra will provide a qualified Field Service Engineer (FSE) to supervise and assist with removing the old modules and installing the new modules. This module replacement project will require an additional crew of 4 people for 8 days in addition to the Aria Filtra FSE complete. Additional labor crew is by others (see Item 3 below if Aria Filtra is to provide the labor crew).

Start Up Assistance: Aria Filtra will provide a qualified FSE for start-up assistance. This will include time to complete startup, commissioning, and training. The start-up assistance is expected to take a maximum of 12 weeks (60 days) given the plant has never been started up initially.

Overall, Aria Filtra expects this work to take up to 70 days to complete, including set up at the beginning and clean up at the end. As part of this work, Aria Filtra will also provide a new Operating Protocol, and update the system Process & Instrumentation Diagram (P&ID) drawing. The Operating Protocol is a document created by Aria Filtra's Process Engineers based on a review of your MF system together with incoming water quality*, and includes recommended settings and protocols for Flux Maintenance (FM), Enhanced Flux Maintenance (EFM) and Clean-In-Place (CIP) operations. The OP is designed to give operators the information and guidance to achieve optimal system performance results. Potential benefits from following Aria Filtra's Operating Protocols include improved cleanings, increased up time, and extended service life.

Copies of both the P&ID and the Operating Protocol will be provided shortly after completion of the installation work.

*Incoming water quality data is provided by the customer. Aria Filtra can provide the comprehensive water quality analysis needed for the Operating Protocol at additional cost.

Change-Out Plan and Schedule

The Aria Filtra Field Service Engineer will arrive at the site a full day before the start of the module removal process to meet with site personnel, review the site where the work will be performed, and make preparations for the module change-out process.

Once full drainage of the cleaned rack has been verified the old modules will be removed and the new ones installed. The old modules will be set aside for disposal. The new modules will need to be drained of preservative prior to installation on the module rack. Aria Filtra will provide a Material Safety Data Sheet for the module preservative upon receipt of order. Disposal of old modules and module preservative is by others.

Once the full set of modules is installed on each rack, the rack will then be filled and rinsed in place to ensure all preservative has been removed from the modules. The FSE will then verify the operating set points, oversee the start-up of the rack, and verify proper operation.

Completion of installation supervision and start up services must be completed within 12 months of order acknowledgement by Aria Filtra.

PLEASE NOTE: If the customer has any safety concerns over potential exposure to collected contaminants while working with the old membrane modules, Aria Filtra recommends performing CIP's just prior to module removal for change-out.

Freight charges are not included.

Disclaimer: This proposal is based on information and conditions known at the time of quotation. Aria Filtra reserves the right to revise this proposal through change order(s) should conditions vary significantly from those known at the time of quotation and require additional work or materials.

Proposal Summary

Item 1:Hargesheimer Plant

Modules	\$901,600.00
Ancillary Components	\$105,405.36
Installation Supervision	\$31,957.76

Item 2: Possum Kingdom Plant

Modules	\$1,612,800.00
Ancillary Components	\$162,347.91
Installation Supervision and Start Up Assistance	\$258,683.68

Total amount for purchase order: \$3,072,794.71

Currency: USD

- Modules are subject to availability at receipt of PO. Delivery to be confirmed at time of order confirmation.

Service Reports: If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

Materials: This proposal covers parts and services.

Module Recycling: AriaFiltrA has invested in a process to recycle modules for short-term and/or less critical applications. If your modules qualify for recycling, AriaFiltrA will take possession of them after removal saving the costs associated with module disposal. To determine if your modules qualify for recycling please complete the attached "Module History" questionnaire and return it to AriaFiltrA for evaluation. AriaFiltrA may request a module for further evaluation based to determine suitability for recycling following review of the information provided.

Validity: This proposal is valid until September 27, 2024. If a purchase order is not agreed upon by Seller and Buyer within the price validity period, the pricing set forth in this proposal shall not apply.

Module Availability: We are currently experiencing a shortage of modules due to the high global demand for PVDF (the raw material used to manufacture modules). Modules have been allocated for this proposal for the validity period stated above. We cannot guarantee module availability beyond this time. A contract must be executed with agreed upon T&C's to secure the module supply.

Payment Terms and Milestones: Net 30 days

20% of total order at PO Acceptance

80% of remaining line items paid as follows:

80% of modules and ancillaries at delivery

80% of services upon Aria Filtra completing the service

Terms of Sale: Standard Terms and Conditions of Sale Non-Systems – The Americas

Terms of Service: Regular minimum service charge is for a 10-hour day.

Module Warranty: The modules are warrantied for defects in material and workmanship for a period of 12 months from the date of delivery. Where AriaFiltrA provides installation and/or installation supervision as part of the replacement module order, the modules carry an extended warranty of five year absolute and 5 years pro-rated. The module warranty is subject to the AriaFiltrA Warranty Submittal.

Service Order acceptance and payment terms: AriaFiltrA Advanced Separations Systems requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be billed automatically upon completion of the service, and sign-off of the service report, and become payable within 30 business days of receipt of the invoice.

Changes: AriaFiltrA shall not implement any changes in the scope of services described in AriaFiltrA's proposal unless the Customer and AriaFiltrA agree to the details of the change. Any resulting price, schedule or other contractual modifications, will require a verbal change called into AriaFiltrA's Customer Service Department, with a follow up written confirmation. This includes any changes necessitated by a change in applicable law.

A Purchase Order or written authorization to accept the contract of work as described, along with a signed copy of the attached Customer authorization for service is required in advance of PASS providing the service defined in this proposal.

Please Address Your Order to: AriaFiltrA to the below contacts:

Please direct your purchase order to:

For US / Mexico / Latin American Customers	For Canadian Based Customers
Trojan Technologies Corp P.O. Box 5630, 839 State Route 13 Cortland, New York 13045-5630	Trojan Technologies 3020 Gore Rd., London, ON, Canada N5V 4T7

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Phone: 866-475-0115
Email: AriaFiltrACS@TrojanTechnologies.com
Attn: Customer Service

Phone: 866-475-0115
Email: AriaFiltrACS@TrojanTechnologies.com
Attn: Customer Service

AriaFiltrA Systems Support

To obtain support for your AriaFiltrA systems installation, our Customers can contact AriaFiltrA via our toll free number at 866-475-0115 or by email to AriaFiltrACS@TrojanTechnologies.com. Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

AriaFiltrA Customers have access to this 24/7 Service Hotline. AriaFiltrA System Engineers are on full-time rotation to provide around-the-clock availability of live technical support. This service is charged at \$300? for support time for the first 30 minutes, during normal workday hours between 9:00-AM and 4:00-PM EST, excluding weekends and holidays.

If your system is out of warranty or does not have a 24/7 service support contract, there will be a charge when technical support is to be provided for intervals longer than 30 minutes, or after-hours technical support to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a minimum 1-hour charge at AriaFiltrA's off-site hourly service rate. You will be asked to provide your credit card number or service contract purchase order number that will be billed at AriaFiltrA's Off-Site Service Rates, with a minimum 1-hour charge. If the problem cannot be resolved over the telephone, the Customer can request a AriaFiltrA System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Please feel free to call me at your convenience with any questions or comments. We look forward to providing you with field services to assist you with system operation and await your purchase order.

Respectfully Submitted,

AriaFiltrA

By: Alexander Braman

Title: Regional Sales Manager

Cell: 720-202-6536

E-mail: alexander.braman@trojantechnologies.com

Contract Addendum to Professional Services Contract
Hargesheimer Water Module Replacement and Possum Kingdom Module Replacement the "Project"

Parties: City of Abilene, Texas ("Customer")
Trojan Technologies Corp. ("Professional")

Date: August 22, 2024

Recitals: Customer and Professional are entering into a contract for the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract") for the purchase of Professional's goods and/or services ("Goods" and/or "Services"). This Addendum is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

1. Indemnification. Any and all indemnification obligations imposed upon Professional are limited to the extent of those damages proportionately caused by Professional's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Professional liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Professional's indemnification obligations are provided on the condition that City defends, indemnifies and holds harmless Professional against those damages to the extent proportionately caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by the City, its affiliates, or those in privity with them.

2. Limitation on Liability. THE TOTAL LIABILITY OF PROFESSIONAL AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO PROFESSIONAL UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO PROFESSIONAL'S WILLFUL MISCONDUCT.

3. Warranty. Professional warrants the Goods in accordance with its then-current standard warranty covering the specific Goods ordered, generally under which Professional warrants to the City that during the period ending 12 months after the delivery date or 12 months after the start-up date, whichever occurs first, Goods which are manufactured by Professional will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Professional. Professional warrants that Services performed hereunder will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel, and this warranty survives for 30 days following Professional's completion of Services. If Professional breaches this warranty and the City notifies Professional of such breach within 30 days of the end of the applicable warranty period for Goods and within the 30 day warranty period for Services, Professional will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or issue credits to or refund the amounts paid by City to Professional for the nonconforming Goods and/or Services. Third party goods are not covered by this warranty provision and those warranties are provided solely through their manufacturers. PROFESSIONAL'S WARRANTY CONTAINS THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. PROFESSIONAL EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER", ANY WARRANTY OF TITLE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Module warranties are attached and incorporated in Exhibit 1 hereto.

Confidential - Company Proprietary

4. Intellectual Property; Information Technology; Privacy. Professional retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Professional grants City a non-exclusive, non-transferable license to use such intellectual property and information to the extent necessary and solely for City's use of Products and Services purchased hereunder. No City information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to City. To help ensure mutual compliance with applicable privacy laws, City will not provide to or share with Company any personal data or personally identifiable information.

5. Performance Guarantees. All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Professional recommendations, (c) operating conditions at the City site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

6. Acceptance and Set-off. Except to the extent agreed upon in writing by Professional's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. All payments are due Net 30 days from Professional's invoice and pay when-paid clauses shall not apply. Any set-off rights in the Agreement notwithstanding, City bears the customary burden of proof with respect to any amounts invoiced by Professional but not paid by the invoice due date. This revision does not adversely impact any of City's rights under Professional's warranties.

7. Payment Terms. All payments are due Net 30 days from Professional's invoice and pay-when-paid clauses shall not apply. 20% of total order at PO acceptance; 80% of remaining line items paid as follows: 80% of modules and ancillaries at delivery, and 80% of Services up on Professional completing the Services.

8. Force Majeure. Under no circumstances shall Professional have any liability for any breach relating to non-performance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labor shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond Professional's reasonable control. Professional's performance shall be excused and deemed suspended during the continuation of such event or events and, for a reasonable time thereafter, delayed or adjusted accordingly. If the force majeure circumstances extend for six months, Professional may, at its option, terminate this Agreement without penalty and without being deemed in default of in breach thereof.

9. Miscellaneous. Except to the extent signed by a duly authorized representative of an affiliate of Professional, the Agreement does not bind any affiliates of Professional. Professional is not subject to any audit rights in favor of the City, except for audit rights (under reasonable conditions) directly related to Professional's compliance with laws and regulations (e.g., safety) which are directly applicable to Professional's Goods and/or Services purchased under this Agreement. Professional is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Professional's policies, or provide waivers of subrogation. Professional may include City and their Affiliates as an Additional Insured party. Professional shall not be liable for premise defects. Nothing in the Agreement supersedes or nullifies this Addendum. Professional's obligations under the Agreement will only be modified by written agreement of Professional through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

City of Abilene, Texas:

Trojan Technologies Corp.:

By: _____

By: Kevin Spehr

Name: _____

Name: Kevin Spehr

Title: _____

Title: VP Global Sales

Date: _____

Date: September 18, 2024

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



PWS_2210001_CO_20150521_Exceptions
PWS_2210001_CO_20150521_Plan Ltr

Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

May 21, 2015

Mr. Joshua L. Berryhill, P.E.
Enprotec / Hibbs & Todd
402 Cedar Street
Abilene, Texas 79601-5734

Subject: City of Abilene - PWS ID No. 2210001
Request for an Exception Innovative/Alternate Treatment
Reverse Osmosis Facility for Raw Surface Water from Possum Kingdom Lake
Proposed Roughing Water Treatment Plant
Engineer Contact Telephone: (512) 912-5179
Plan Review Log No. P-04072015-033
Taylor County, Texas

RN 101426278 | CN 600242671

Dear Mr. Berryhill:

On April 9, 2015, the Texas Commission on Environmental Quality (TCEQ) received your electronic submittal, dated April 7, 2015, in support of an exception to provide reverse osmosis (RO) treatment at a raw water roughing facility for Possum Kingdom Lake. The treatment is proposed to reduce total dissolved solids, chloride and sulfate in the Possum Kingdom Lake water to levels similar to the raw surface water from Hubbard Creek Reservoir. The Possum Kingdom Lake water, treated through the RO process, will provide a new surface water source for the City of Abilene (City) and reduce the City's raw water use from the Hubbard Creek Reservoir. After treatment, the supplemental supply from Possum Kingdom Lake will be treated at the City's conventional surface water treatment facilities (Northeast and Grimes Water Treatment Plants). The use of RO for drinking water is considered innovative/alternate treatment as specified in Title 30 of the Texas Administrative Code (30 TAC) §290.42(g). An approved exception is required to provide RO treatment. Based on our review of your submittal, we are **granting** an exception to allow RO treatment of water from Possum Kingdom Lake with the conditions outlined in this letter.

In addition, based on our review of engineering plans and specifications, the project generally meets the minimum requirements of 30 TAC Chapter 290 – Rules and Regulations for Public Water Systems. The project is **conditionally approved for construction** if the project plans and specifications meet the requirements outlined in this letter.

Capacity of Proposed Facility

The water treatment facility is proposed to be constructed in three phases with the following projected water produced upon completion of each phase:

	Raw Water Flow		Product Water Flow	
	Average (MGD)	Maximum (MGD)	Average (MGD)	Maximum (MGD)
Phase 1	4.00	6.75	3.55	6.00
Phase 2	10.00	12.75	8.88	11.32
Phase 3	14.00	16.75	12.44	14.88

Proposed Treatment Process

Raw water from Possum Kingdom Lake will be pumped through existing and new pipelines from the existing Brazos River Authority Possum Kingdom intake pump station to a new raw water storage tank at the proposed Raw Water Roughing Facility in Breckenridge, Texas. A microfiltration (MF) pump station will pump water from storage to the MF system for pretreatment prior to the RO system, or to product water storage for blending with the RO permeate. The final blended product water from this facility will be conveyed by pipelines to the City of Abilene for blending with other surface water sources prior to conventional surface water treatment at the Northeast and Grimes Water Treatment Plants.

Backwash waste from the MF system will be treated by a backwash recovery system (microfiltration process) and then sent directly to the product water storage tank for blending with the RO permeate and other MF/RO bypass water.

Chemical Pretreatment

Prior to the MF units, the proposed facility will provide chemical injection points for aluminum chlorohydrate (ACH). As proposed, ACH will be dosed between 5 and 15 parts per million (ppm). No sedimentation facilities are provided. Backwashing (with air-scour, as needed) of the MF system is proposed once every 20 minutes for 60-seconds duration. Based on the performance of similar operations without sedimentation facilities, there may be challenges with the proposed process (using ACH) in regards to maintaining consistent flow rates through the MF process and preventing irreversible membrane fouling.

Sodium hypochlorite and liquid ammonium sulfate will be injected to form chloramine as a biocide through the membrane processes (MF and RO). Adequate controls must be provided to ensure that only the desired disinfectant monochloramine is formed and to prevent exposure of the RO membranes to free chlorine. Please refer to the March 13, 2014 letter from the TCEQ for the conditions of the approved exception for the City of Abilene to use chloramines as a disinfectant.

Microfiltration and Cartridge Filter Pretreatment

The typical silt density index (SDI) of Possum Kingdom Lake water is between 7 and 10. To reduce the feedwater SDI to less than 3.0 and the turbidity to less than 0.2 NTU, Pall Microza® MF units will be provided as pretreatment to the RO process. Each pretreatment train will be comprised of 113 Pall UNA-620A MF modules. As proposed for pretreatment to the RO process, the Pall UNA-620A MF modules will not be used for microbiological treatment; therefore, the TCEQ has not reviewed the MF process for compliance with 30 TAC §290.42(g)(3) and §290.111(f) pertaining to removal credits for *Cryptosporidium* and *Giardia*. There are no pathogen removal credits approved with this letter. The water system must operate the Pall UNA-620A MF modules within the allowable parameters of the manufacturer:

- Maximum operating temperature of 40° C
- Maximum transmembrane pressure of 45 pounds per square-inch (psi)
- Maximum inlet pressure of 45 psi
- A pH operating range of 1.0 to 10.0 (long-term operation)
- Allowable pH range for cleaning of 1.0 to 13.0
- Maximum chlorine tolerance during cleaning of 10,000 ppm

Between the MF system and the RO process, 5-micron cartridge filters (rated capacity of 2,832 gpm each) are proposed to be installed to protect the RO system from incidental matter from the chemical feed system or from a loss of integrity in the MF system. The disposable cartridge filters will be changed when differential pressure exceeds 15 psi. Replacement frequency is expected to range from monthly to quarterly.

Backwash Recovery Microfiltration System

Every 20 minutes, for a period of 60 seconds, each MF train will operate in backwash mode. In backwash mode, filtrate flow is in the opposite direction from normal operation. No chemicals are used for this procedure; however, air scouring is occasionally used during backwash events. Wastes from the backwash process will be routed to backwash recovery treatment comprised of 72 Pall UNA-620A MF modules per train. Backwashing will occur only on one MF train at a time; therefore, piping and equipment for the backwash recovery process will be sized to accommodate one MF train. As required for the pretreatment MF trains, the water system must operate the Pall UNA-620A MF modules in the backwash recovery system within the allowable specifications of the manufacturer. Water treated by the backwash recovery system will bypass RO treatment and be routed to the product water storage tank.

RO Treatment

The proposed RO process will be comprised of three-stage single-pass trains with interstage booster pumps between the second and third stages. Each train will be configured as a 35:21:12 array with seven Hydranautics ESPA2-LD RO elements per pressure vessel. RO modeling projections were provided by the manufacturer for winter and summer conditions, and for new and fouled (5 year-old) membranes. The spiral-wound composite polyamide Hydranautics ESPA2-LD RO element has the following characteristics:

- Active surface area of 400 square-feet
- 8-inch diameter
- 40-inch length
- 99.6% salt rejection
- 10,000 gallons per day permeate flow

Application limitations as provided by the manufacturer:

- Maximum applied pressure of 600 pounds per square-inch gauge (psig)
- Maximum chlorine concentration: <0.1 ppm
- Maximum operating temperature: 45° C
- pH range (continuous): 2 - 10.6
- pH range (cleaning): 1 - 12
- Maximum feed water turbidity: 1.0 nephelometric turbidity units (NTU)
- Maximum feedwater silt density index (15 minutes): 5.0
- Maximum pressure drop for each element: 1- psi

As modeled using the manufacturer's software, the projected recovery for the RO system is 85%

MF Clean-in-Place Process

The facility will provide onsite chemical cleaning and storage equipment for the MF membranes. Clean-in-place (CIP) procedures for the MF membranes will be initiated at a predetermined time interval (anticipated to be between 30 to 60 days) or anytime the transmembrane pressure (TMP) exceeds 40 psi. The proposed facilities will allow no more than one MF train offline for a CIP procedure. The process will require approximately 3 to 4 hours offline and will use caustic/chlorine and citric acid cleaning solutions.

RO Clean-in-Place Process

The facility will provide onsite chemical cleaning and storage equipment for the RO membranes. Each RO train is expected to be taken offline for cleaning between 2 and 4 times a year. The RO CIP procedure requires approximately 8 hours and each stage of a train is cleaned individually. As proposed, cleaning will likely be based on pressure increase and/or loss in membrane performance.

Make-up water for CIP processes will be RO permeate. Using a design flow rate of 35 to 40 gpm per vessel, the system has been sized to a maximum flow rate of 1,400 gpm.

Conditions of Approved Exception

This approval is contingent upon the following conditions:

- 1) Per the engineering design report, post treatment after the RO membranes will include blending to meet the target water goals for chloride, sulfate and total dissolved solids. The blend should be monitored weekly or as necessary to ensure that the constituent levels for chloride, sulfate and total dissolved solids meet the water quality goals for blending with other water sources.
- 2) The RO elements must be cleaned or replaced when fouling causes either: a) loss of water output, b) operation of equipment outside the allowable limits of the manufacturer, or c) failure to meet the State's water quality standards.

The membrane system shall be cleaned, or replaced, in accordance with the allowable operating conditions of the manufacturer and shall be based on one or more of the following: increased salt passage, increased or decreased pressure differential, and/or change in normalized permeate flow. The spent cleaning solutions must be disposed of in a manner that meets all state and federal regulations.

- 3) The system will provide an onsite membrane cleaning system where the elements can be taken offline and cleaned as needed. The system must maintain records of each cleaning process including the date, duration, and procedure used for each event for two years.
- 4) Operate and maintain the RO filtration facilities at all times under the direct supervision of an operator with a Class "B", or higher, license as required by TCEQ rules. The qualified operator must be present anytime:
 - a) The MF/RO elements are replaced and/or any repairs are made to the MF/RO units;
 - b) Anytime changes are made to the treatment process;
 - c) Any MF cleaning and any RO cleaning; and
 - d) Anytime the MF/RO units' operating parameters are changed.
- 5) Effective September 1, 2016, the RO roughing facility must have operators that have successfully completed at least one training course, or event, specific to the operations and maintenance of reverse osmosis membrane treatment.
- 6) The water system must ensure that the operator has been trained regarding the use of all chemicals at the facility (see 30 TAC §290.46(e)(2)(B)). The training programs must meet applicable standards established by the Occupational Safety and Health Administration or the Texas Hazard Communication Act, Texas Health and Safety Code, Title 6, Chapter 502.
- 7) Chemical storage and chemical feed facility must meet the standards in 290.42(f)(1) and (2).
- 8) All water system components in the treatment train including MF elements, RO elements, and cartridge filters must be American National Standards Institute /NSF International (ANSI/NSF) Standard 61 certified.
- 9) All drinking water chemicals including aluminum chlorohydrate, sodium hypochlorite, liquid ammonium sulfate, sodium bisulfite, CIP cleaning chemicals and anti-scalants for the RO process must be ANSI/NSF Standard 60 certified.

- 10) The RO membrane system must be designed so that feed water, cleaning chemicals, RO concentrate, and RO permeate are protected from cross-connections during other modes of operation.
- 11) The pipes and pipe galleries shall meet the minimum requirements specified in 290.42(d)(12) and (13).
- 12) The RO membrane system shall be equipped to measure conductivity or total dissolved solids in the feed and permeate water.
- 13) The water system must provide pressure measuring and recording devices before and after each membrane stage.
- 14) Flow meters must be provided on the feed (both MF and RO), MF filtrate, RO permeate, and RO concentrate water. Metering devices shall be located to facilitate use and to assist in the determination of chemical dosages, the accumulation of water production data, and the operation of plant facilities.
- 15) The water system must provide equipment to monitor the temperature of the water. The temperature of the water must be measured using a thermometer or thermocouple with a minimum accuracy of plus or minus 0.5° C.
- 16) The system must monitor the conductivity (or total dissolved solids) of the feed and permeate water at least once per day.
- 17) The system must record the amount of water treated by the MF/RO system each day.
- 18) Conductivity (or total dissolved solids) monitors and pressure instruments used for reverse osmosis membrane systems shall be calibrated at least once every 12 months.
- 19) Flow measuring devices and rate-of-flow controllers that are required by this exception shall be calibrated at least once every 12 months.
- 20) Any temperature monitoring devices used for reverse osmosis shall be verified and calibrated in accordance with the manufacturer's specifications.
- 21) A plant operations manual is required by 290.42(l). In addition to the items listed, the manual must also include the system's configuration, baseline performance data, and any set point for membrane cleaning or replacement.
- 22) Treatment effectiveness monitoring records must be kept for 3 years. Treatment effectiveness monitoring includes the parameters for determining when maintenance is required. Examples of parameters to be monitored include conductivity (or total dissolved solids), transmembrane pressure differential, flow, flux, and water temperature.
- 23) The production capacity of this reverse osmosis membrane system shall be the quantity of permeate water after post-treatment that can be delivered to the surface water treatment facilities (Northeast and Grimes Water Treatment Plants). The available capacity must consider:
 - a) the quantity of feed water discharged to waste;
 - b) the quantity of bypass water used for blending;
 - c) the quantity of permeate water used for cleaning and maintenance; and

- d) any other loss of raw water or groundwater available for use due to other processes at the reverse osmosis facility.
- 24) All waste discharge must be in accordance with federal and state requirements as described in 30 TAC §290.42(i).
- 25) Once the plant is constructed, the water system shall collect initial baseline performance data for inclusion in the RO plant's operation manual that includes the following verification of the full-scale treatment process:
- a) Initial baseline performance of the plant. The baseline net driving pressure, normalized permeate flow, salt rejection (or salt passage) must be documented when the reverse osmosis or nanofiltration membrane systems are placed online.
 - b) Frequency of cleaning or membrane replacement. The frequency must be based on a set time interval or at a set point relative to baseline performance of the unit(s).
 - c) Verification of plant capacity. The capacity of the reverse osmosis and nanofiltration membrane facility shall be based on the as-built configuration of the system and the design parameters in the engineering report with adjustments as indicated by the baseline performance.

Conditions of Plan Review Approval:

Based on our review, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 – Rules and Regulations for Public Water Systems and the conditions of the TCEQ validation and exception letters. The project is **conditionally approved for construction** if the project plans and specifications meet the following requirements:

- 1) **§290.43(c)** concerning the design and construction of clearwells, standpipes, ground storage tanks, and elevated tanks, requires the roof of all tanks shall be designed and erected so that no water ponds at any point on the roof and, in addition, no area of the roof shall have a slope of less than 0.75 inch per foot. **§290.43(c)(2)** requires all roof openings shall be designed in accordance with current AWWA standards. No roof slopes were specified for the 2 million-gallon (MG) and 0.5 MG tanks. No roof access points were shown or specified for these two tanks. **Please ensure the design has proper roof slopes and roof access points.**
- 2) **§290.43(c)(1)** Roof vents shall be gooseneck or roof ventilator and be designed by the engineer based on the maximum outflow from the tank. Vents shall be installed in strict accordance with current AWWA standards and shall be equipped with approved screens to prevent entry of animals, birds, insects and heavy air contaminants. Screens shall be fabricated of corrosion-resistant material and shall be 16-mesh or finer. Screens shall be securely clamped in place with stainless or galvanized bands or wires and shall be designed to withstand winds of not less than tank design criteria (unless specified otherwise by the engineer). No roof vents were specified for the 2 MG and 0.5 MG tanks. **Please ensure that the tanks are equipped with roofs that have a vent above the Top Capacity Level of the tank, which shall have a capacity to pass air so that at the maximum flow rate of water, either entering or leaving the tank, excessive pressure will not be developed. The overflow pipe shall not be considered a tank vent.**
- 3) **§290.43(c)(3)** requires the overflow(s) shall be sized to handle the maximum possible fill rate without exceeding the capacity of the overflow(s). The gravity overflows are smaller in size than the inlets on the 2 MG and 0.5 MG tanks. **Please ensure that the design of the overflows protect the tanks from overpressure and overload.**

- 4) Double block and bleed valving arrangement for cross-connection protection to prevent chemicals from all chemical cleaning processing from contaminating other membrane units must be present in accordance with 30 TAC §290.42(g)(3)(F). **Please specify on the drawings the locations of these valves and add them to the specification.**
- 5) The chemical solution water supply makeup lines must be designed to eliminate cross-connections with an air gap or other acceptable backflow prevention device in accordance with 30 TAC §290.42(d)(2)(C). **The plans must show enough detail to indicate compliance with this requirement.**
- 6) The plans and specifications do not indicate any monitoring points to determine necessary adjustments to feed systems for the formation of monochloramine. **Please revise plans to include a before and after monitoring point for each place that sodium hypochlorite and Liquid Ammonium Sulfate (LAS) are injected to form monochloramines.**
- 7) Please ensure that the location of waterlines meet the requirements of **30 TAC §290.44(e).**

The submittal consisted of two hundred and sixty-nine sheets of engineering drawings and technical specifications. The submittal also included a basis of design report for the Abilene Raw Water Roughing Facility and a Basis of Design Report for Raw Water Transmission Line Improvements. The approved project consists of three phases:

Phase 1 includes:

- Two (2) primary rack units each containing 113 PALL UNA-620A hollow-fiber (HF) microfiltration (MF) membranes;
- One (1) Tertiary recovery rack unit each containing 72 PALL UNA-620A HF MF membranes;
- Two (2) 3,000 gpm membrane feed pumps;
- Two (2) 5 micron, 2,832 gpm horizontal cartridge filters;
- 4.2 million gallon per day (MGD) RO system with two (2) RO trains. Each train will be configured as a 35:21:12 array with seven Hydranautics ESPA2-LD RO elements per pressure vessel;
- Three (3) 2,250 gpm low pressure RO feed pumps;
- Two (2) 2,250 gpm high pressure RO feed pumps;
- Two (2) 450 gpm interstage boost RO pumps;
- Two (2) 4,000 gpm product transfer pumps;
- MF Clean-in-place system (caustic and chlorine or acid) with the following equipment:
 - Chemical cleaning tank;
 - Immersion heater;
 - Chemical cleaning circulating and drain pump;

- Neutralization tank; and
- Neutralization tank recirculation pumps and accessories.
- RO Clean-in-place system with one (1) 3,500 gallon capacity tank with one (1) transfer/recirculation pump designed for 1,400 gpm at 140 feet total dynamic head with 100 horsepower motor;
- One (1) 6,183 gallon aluminum chlorohydrate fiberglass-reinforced plastic (FRP) dual-wall chemical storage tank and unspecified dosing pumps;
- One (1) 6,183 gallon Sodium Hypochlorite FRP dual-wall chemical storage tank and two (2) dosing pumps each rated for 13 gallons per hour (gph);
- One (1) 6,183 gallon LAS FRP dual-wall chemical storage tank and two (2) dosing pumps each rated for 7.0 gph;
- One (1) 6,183 gallon Caustic FRP dual-wall chemical storage tank and unspecified dosing pumps;
- One (1) 5,230 gallon RO permeate flush FRP storage tank;
- One (1) 2,000,000 gallon American Water Works Association (AWWA) Standard D110 pre-stressed concrete ground storage tank;
- One (1) 500,000 gallon AWWA Standard D100 welded steel ground storage tank; and
- One (1) 80,000 gallon AWWA Standard D100 welded steel RO break tank;
- 16.75 miles of 36-inch, AWWA Standard C303, bar wrapped concrete waterline;
- 3,335 linear feet of 36-inch, DR-11 AWWA Standard D906 High Density Polyethylene waterline;
- 26 miles of 12-inch PVC (DR-17 and DR-21 Class Pipe per ASTM D2241) RO concentrate outfall line;
- Replacement of 6,040 linear feet of existing 36-inch AWWA Standard C303, bar wrapped concrete waterline; and,
- All necessary valves, fittings, yard piping, and appurtenances.

Phase 2 adds the following items:

- One (1) 4,000 gpm raw water pump;
- One (1) primary rack unit containing 113 UNA-620A HF MF membranes;
- One (1) 3,000 gpm membrane feed pump;
- One (1) 5 micron, 2,832 gpm horizontal cartridge filter;
- 8.1 MGD RO system with two (2) new trains for a total of four (4) RO trains. Each train will be

configured as a 35:21:12 array with seven Hydranautics ESPA2-LD RO elements per pressure vessel;

- Two (2) 2,250 gpm low pressure RO feed pumps;
- Two (2) 2,250 gpm high pressure RO feed pumps;
- Two (2) 450 gpm interstage boost RO pumps; and,
- One (1) 4,000 gpm product transfer pump.

Phase 3 adds the following items:

- One (1) 4,000 gpm raw water pump;
- Four (4) 4,800 gpm raw water booster pumps;
- One (1) primary rack unit containing 142 UNA-620A HF microfiltration (MF) membranes;
- One (1) 3,000 gpm membrane feed pump;
- One (1) 5 micron, 2,832 gpm horizontal cartridge filter;
- 10.7 MGD RO system with one (1) new train for a total of five (5) RO trains. Each train will be configured as a 35:21:12 array with seven Hydranautics ESPA2-LD RO elements per pressure vessel;
- One (1) 2,250 gpm high pressure RO feed pump;
- One (1) 450 gpm interstage boost RO pump; and,
- One (1) 4,000 gpm product transfer pump.

An appointed **engineer must notify the TCEQ Region 3** Office in Abilene at (325) 698-9674 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner must notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3).

Please refer to the Utilities Technical Review Team's Log No. **P-04072015-033** in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<https://www.tceq.texas.gov/drinkingwater/udpubs.html>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

<https://www.tceq.texas.gov/drinkingwater/planrev.html/#status>

Mr. Joshua L. Berryhill, P.E.
Page 10 of 10
May 21, 2015

You can download most of the well construction checklists and the latest revision of 30 TAC Chapter 290 – Rules and Regulations for Public Water Systems from this site.

All exceptions are subject to periodic review and may be revoked or amended if warranted. A copy of this letter and all related monitoring data must be maintained for as long as this exception is in effect. These records must be made available to TCEQ staff upon request.

All exceptions are subject to periodic review by TCEQ staff and may be revised or revoked if it is found that the granting of the exception has resulted in a degradation water quality or quantity.

Please note that this exception is not intended to waive compliance with any other TCEQ requirement in 30 TAC Chapter 290. This exception cannot be used as a defense in any enforcement action resulting from noncompliance with any other requirement of 30 TAC Chapter 290.

If you have questions concerning this letter, please contact Mr. David A. Williams P.E. by email at david.a.williams@tceq.texas.gov or by telephone at (512) 239-0945, or Mr. Craig A. Stowell, P.E. at (512) 239-4633 or by email at craig.stowell@tceq.texas.gov.

Sincerely,



David A. Williams, P.E.
Technical Review and Oversight Team
Plan & Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Craig Stowell, P.E.
Utilities Technical Review Team
Plan & Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Joel Klumpp, Manager
Plan & Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

JPK/CS/DAW

cc: The Honorable Norm Archibald, Mayor, City of Abilene, P.O. Box 60, Abilene TX 79604-0060

Purchase of Microfiltration Modules from Aria Filtra, a Division of Trojan Technologies Corp., for the Hargesheimer Water Treatment Plant and for the Possum Kingdom Raw Water Roughing Facility





Purchase of Microfiltration Modules

- Approve the purchase of Microfiltration Modules from Aria Filtra, a Division of Trojan Technologies Corp., for the price of \$3,072,794.71.
- Aria Filtra is the sole manufacturer of the UNA 620a microfiltration modules.
- The UNA 620a microfiltration module is the only Texas Commission on Environmental Quality approved microfiltration module for the Possum Kingdom Raw Water Roughing Facility.

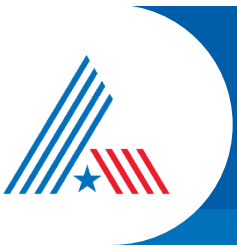




Purchase of Microfiltration Modules

- Possum Kingdom water is intended to replace the Hubbard Creek Water Supply during times of extreme drought.
- Possum Kingdom water has a high concentration of salts which exceeds the drinking water standards for chlorides and Total Dissolved Solids, and therefore the raw water must receive additional treatment to reduce the salt content to meet regulatory standards.

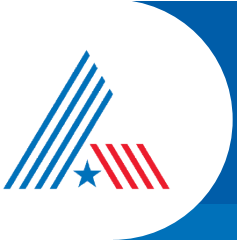




Purchase of Microfiltration Modules

- The City of Abilene Possum Kingdom Raw Water Roughing Facility (PKRWRF) provides a means for reducing the salt concentration in the blended product water making it chemically comparable to the raw water from Hubbard Creek Lake.
- The extreme drought ended in 2016 before the PKRWRF was completed and placed into operation.
- Abilene made the decision to finalize plant construction, but to not install the microfiltration modules at that time.

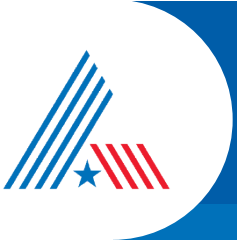




Purchase of Microfiltration Modules

- Since that time City staff utilized those stored modules at the Hargesheimer Water Treatment Plant.
- In early August, 2024 the Hubbard Creek Lake surface elevation dropped below 1170 feet MSL, and it is staff's recommendation that the City initiate preparation for startup of the PKRWRF.
- Purchasing replacement microfiltration membranes is required in preparation for plant start up.

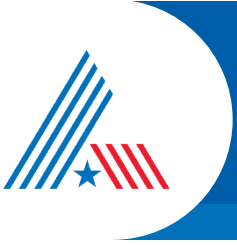




Purchase of Microfiltration Modules

- The HWTP is one of three water treatment plants owned and operated by the City.
- The HWTP utilizes microfiltration as one of its main treatment methods to produce drinking water.
- The oldest modules currently at the HWTP were installed in 2013.





Purchase of Microfiltration Modules

- As microfiltration modules age, their ability to filter the contaminants in the raw water diminishes resulting in reduced flow capacity and increased downtime for cleans and backwashes.
- The replacement of the modules at the HWTP will allow the plant to operate more efficiently and increase the amount of drinking water the plant can produce.





Purchase RO Membranes



Microfiltration Rack w/ Modules



Approve the Purchase of Microfiltration Modules from Aria Filtra, a Division of Trojan Technologies Corp., for the Hargesheimer Water Treatment Plant and for the Possum Kingdom Raw Water Roughing Facility

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bids for Purchase of Bulk Chemicals to be Used by Water and Wastewater Treatment Plants in Fiscal Year 2025 (Rodney Taylor)

GENERAL INFORMATION

The City of Abilene Water Utilities Department is requesting that the Abilene City Council award bids for CB-2481 Water Treatment Chemicals. The bid is for the purchase of bulk chemicals to be used in water and wastewater treatment processes. Notices were published in the Abilene Reporter News on August 18th and August 25th, and the bid opening date was September 4th, 2024. The following table lists the individual chemicals bid, the staff recommended low bidder, the unit price for that bid, the pricing unit used for each chemical, and the maximum projected annual cost for each chemical during fiscal year 2025. It is customary that the bulk treatment chemicals be purchased based on unit prices.

SPECIAL CONSIDERATIONS

The following chemicals are used for the treatment of drinking water at the Grimes, Northeast, and Hargesheimer Water Treatment Plants, and/or for the treatment of wastewater at the Hamby Water Reclamation Facility.

Chemical	Recommended Vendor	Unit Price	Unit	Annual \$
Liquid Chlorine	PVS DX (DPC)	\$2,373.00	Ton	\$853,907.86
Liquid Oxygen	Air Products	\$0.00856	Cubic Ft.	\$35,469.22
Bleach (Mini	Hydro Plus	\$3.90	Gallon	\$35,100.00

Bulk)				
Bleach (Bulk)	PVS DX (DPC)	\$2.05	Gallon	\$1,035,250.00
Polymer	SNF Polydyne	\$3,900.00	Dry Ton	\$98,652.33
Sodium Permanganate	Chemrite Inc.	\$12.29	Wet Lb.	\$17,253.93
Alum	Chameleon Industries, Inc.	\$0.09350	Wet Lb.	\$1,673,551.18
LAS	Pencco, Inc.	\$0.14950	Wet Lb.	\$320,871.70
Citric Acid	Shannon Chemical Corp.	\$1.04	Wet Lb.	\$536,794.75
Fluorosilicic Acid	Univar USA, Inc.	\$0.25	Wet Lb.	\$73,246.96
Ferrous Chloride	Pencco, Inc.	\$0.2115	Wet Lb.	\$641,357.68
Ferric Sulfate	Pencco, Inc.	\$0.156	Wet Lb.	\$453,347.39
Sodium Chlorite	Evoqua Water Technologies	\$0.56	Wet Lb.	\$849,078.72
Caustic	PVS DX (DPC)	\$0.1235	Wet Lb.	\$1,170,357.04
Sodium Bisulfite	Poole Chemical/Dimmit Sulfur	\$0.13225	Wet Lb.	\$110,103.48
Estimated Annual Total				\$7,904,342.24

City staff evaluated each of the above listed bids for conformance with the specifications, and the list identifies the recommended low bidder and unit price for each bulk chemical bid item for fiscal year 2025.

FUNDING/FISCAL IMPACT

Funds for the purchase of bulk chemicals come from the fiscal year 2025 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

It is recommended that the Abilene City Council award the bids for the purchase of bulk chemicals for FY25 as described above and as recommended by staff.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2-WrittenResolution-WtrDpt-AwardBid-Purchase Bulk Chemicals for W-WW Treatment-FY25
2. CB-2481 FY25 Bulk Chemical Bid Tab
3. 3-Presentation-Resolution Award Bid for Purchase of Bulk Chemicals for W-WW-FY25

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING BID TO VARIOUS VENDORS FOR THE PURCHASE OF BULK
CHEMICALS USED FOR WATER AND WASTEWATER TREATMENT PROCESSES
DURING FISCAL YEAR 2025.**

WHEREAS, The City of Abilene (City) owns and operates the Grimes, Northeast, and Hargesheimer Water Treatment Plants (WTPs) and the Hamby Water Reclamation Facility (WRF); and

WHEREAS, the WTPs and the WRF utilize large quantities of chemicals in the respective treatment processes, and the chemicals are purchased in bulk quantities from various vendors based on the results of an annual bid solicitation process; and

WHEREAS, City staff evaluated all bids for conformance with the specifications, and the following list identifies the recommended low bidder and unit price for each bulk chemical bid item for fiscal year 2025:

Chemical	Recommended Vendor	Unit Price	Unit	Annual \$
Liquid Chlorine	PVS DX (DPC)	\$2,373.00	Ton	\$853,907.86
Liquid Oxygen	Air Products	\$0.00856	Cubic Ft.	\$35,469.22
Bleach (Mini Bulk)	Hydro Plus	\$3.90	Gallon	\$35,100.00
Bleach (Bulk)	PVS DX (DPC)	\$2.05	Gallon	\$1,035,250.00
Polymer	SNF Polydyne	\$3,900.00	Dry Ton	\$98,652.33
Sodium Permanganate	Chemrite Inc.	\$12.29	Wet Lb.	\$17,253.93
Alum	Chameleon Industries, Inc.	\$0.09350	Wet Lb.	\$1,673,551.18
LAS	Pencco, Inc.	\$0.14950	Wet Lb.	\$320,871.70
Citric Acid	Shannon Chemical Corp.	\$1.04	Wet Lb.	\$536,794.75
Fluorosilicic Acid	Univar USA, Inc.	\$0.25	Wet Lb.	\$73,246.96
Ferrous Chloride	Pencco, Inc.	\$0.2115	Wet Lb.	\$641,357.68
Ferric Sulfate	Pencco, Inc.	\$0.156	Wet Lb.	\$453,347.39
Sodium Chlorite	Evoqua Water Technologies	\$0.56	Wet Lb.	\$849,078.72
Caustic	PVS DX (DPC)	\$0.1235	Wet Lb.	\$1,170,357.04
Sodium Bisulfite	Poole Chemical/Dimmit Sulfur	\$0.13225	Wet Lb.	\$110,103.48
Estimated Annual Total				\$7,904,342.24

WHEREAS, all listed chemicals were included in bid CB-2481; and

WHEREAS, City staff, after evaluating the bid submittals for fiscal year 2025, does recommend awarding the bids to the low bidders identified herein; and

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

The City Manager is hereby authorized to make purchases from each low bidder identified above in the amount of each associated unit price for the fiscal year 2025.

ADOPTED this 26th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

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

DEPARTMENT: WATER
BID NO.: CB-2481
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: SEPTEMBER 4, 2024

VENDOR / ITEM DESCRIPTION	ITEM 1. LIQUID CHLORINE	ITEM 2. LIQUID OXYGEN	ITEM 3. BLEACH MINI- BULK	ITEM 4. BLEACH BULK	ITEM 5. POLYMER	ITEM 6. SODIUM PERMAN- GANATE	ITEM 7. ALUM	ITEM 8. LAS	ITEM 9. CITRIC ACID	ITEM 10. FLUORO- SILICIC ACID	ITEM 11. FERROUS CHLORIDE	ITEM 12. FERRIC SULFATE	ITEM 13. SODIUM CHLORITE	ITEM 14. CAUSTIC	ITEM 15. SODIUM BISULFITE
PVS DX INC HOUSTON, TX	*\$2,373.00			*\$2.05										*\$0.1235	
SNF POLYDYNE RICEBORO, GA					*\$3,900.00										
UNIVAR USA INC. DOVER, FL						\$17.68		\$0.19		*\$0.25				\$0.136	
CHEMTRADE PARSIPPANY, NJ							\$0.1526	\$0.27				\$0.162			
USALCO, LLC BALTIMORE, MD							\$0.1774								
PENCCO, INC. SAN FELIPE, TX								*\$0.1495		\$0.261	*\$0.2115	*\$0.156		\$0.1255	
CHEMSTATION TEXAS PLAINS ABILENE, TX									\$1.13						
EVOQUA WATER TECHNOLOGIES SARASOTA, FL													*\$0.56		
SHANNON CHEMICAL CORPORATION MALVERN, PA						\$14.17			*\$1.04	\$0.67					
POOLE CHEMICAL/DIMMIT SULFUR SOLUTIONS PORTALES, NM															*\$0.13225
SOUTHERN IONICS WEST POINT, MS															\$0.205
CHEMRITE INCORPORATED BUFORD, GA						*\$12.29									
BAKER SERVICES INC ATCHISON, KS								\$0.175							
AIR PRODUCTS ALLENTOWN, PA		*\$0.00856													
BRENNTAG SOUTHWEST DALLAS, TX														\$0.1363	
ERCO WORLDWIDE MISSISSAUGA, ON													\$0.574		
REEDER INDUSTRIES, INC. AMARILLO, TX	\$3,092.70	\$0.0143	\$4.875	\$2.625	\$5,378.1818	\$20.6553	\$0.1398	\$0.237	\$1.728	\$0.3972	\$0.2886	\$0.2382	\$0.7038	\$0.19632	\$0.19452
CHAMELEON INDUSTRIES, INC. MESQUITE, TX							*\$0.0935	\$0.16							
HYDRO PLUS ABILENE, TX			*\$3.90												

*Recommended Award / **5% Local Vendor Preference

**Note that Chemstation is eligible for the 5% preference, however their bid for Citric Acid (9) of \$1.13 is in excess of the 5% compared to Shannon Chemical's bid of \$1.04

Awarding Bids for Purchase of Bulk Chemicals Used for Water and Wastewater Treatment Plants During Fiscal Year 2025.





Chemical Bids for FY25

- The City's three Water Treatment Plants and the Water Reclamation Plant utilize large quantities of chemicals in the respective treatment processes.
- Treatment chemicals are purchased in bulk quantities from various vendors based on the results of an annual bid solicitation process.





Chemical Bids for FY25

- It is typical that bulk chemicals be purchased using unit pricing.
- All listed chemicals were included in bid CB-2481





Chemical Bids for FY25

Chemical	Recommended Vendor	Unit Price	Unit	Annual \$
Liquid Chlorine	PVS DX (DPC)	\$2,373.00	Ton	\$853,907.86
Liquid Oxygen	Air Products	\$0.00856	Cubic Ft.	\$35,469.22
Bleach (Mini Bulk)	Hydro Plus	\$3.90	Gallon	\$35,100.00
Bleach (Bulk)	PVS DX (DPC)	\$2.05	Gallon	\$1,035,250.00
Polymer	SNF Polydyne	\$3,900.00	Dry Ton	\$98,652.33
Sodium Permanganate	Chemrite Inc.	\$12.29	Wet Lb.	\$17,253.93
Alum	Chameleon Industries, Inc.	\$0.09350	Wet Lb.	\$1,673,551.18
LAS	Pencco, Inc.	\$0.14950	Wet Lb.	\$320,871.70
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Sodium Bisulfite	Poole Chemical/Dimmit Sulfur	\$0.13225	Wet Lb.	\$110,103.48
Estimated Annual Total				\$7,904,342.24



Awarding Bids for Purchase of Bulk Chemicals Used for Water and Wastewater Treatment Plants During Fiscal Year 2025.





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 1 to the Contract with Dowtech Specialty Contractors, Inc. for the Hamby WRF Improvements Ph 2 (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve Change Order No. 1 to the contract with Dowtech Specialty Contractors, Inc. (Dowtech) for the Hamby Water Reclamation Facility Improvements Phase II Expansion. Change Order No. 1 provides for a reduction of \$79,552.40 to the contract price, resulting in a final contract price of \$6,751,317.60. The contract price reduction is due to a decrease in scope, combined with the addition of new scope items that were not included in the original agreement. There is also an addition of 210 working days to contract time. These additional days account for the lead times on the equipment and the additional work. The project is still under construction and is expected to be completed by February 5, 2025.

SPECIAL CONSIDERATIONS

On September 8, 2022, the Abilene City Council awarded the Hamby Water Reclamation Facility Improvements Phase II Expansion project to Dowtech, with a contract amount of \$6,830,870. The project involves installing new membrane bioreactor (MBR) equipment in the two remaining expansion cells that were constructed during the 2015 plant renovation, increasing the facility's average daily MBR capacity to 22.0 million gallons per day (MGD). Phase II will also provide minor improvements to the plant's pretreatment infrastructure and the Buck Creek Lift Station.

During the project, staff were informed that residual funds from the Texas Water Development Board (TWDB) were available for use on a new wastewater-related project. Phase III of the

Hamby Water Reclamation Facility Improvements, a future project, will include major improvements and expansions to the pretreatment infrastructure. As a result, staff decided to remove the pretreatment improvements from Phase II and utilize the remaining TWDB funds to expedite and fund the Phase III project.

During construction, two key components were identified as needing replacement to ensure continued plant operation and the efficiency of the MBR system. First, the air compressors responsible for operating the MBR actuators and valves, which are now 10 years old, require replacement due to frequent maintenance needs of the air-drying system. Moisture in the compressed air can damage or cause failure of the actuators and valves. The plant has two compressors, one for operations and one as a backup. If both fail, the MBR system would be inoperable. Replacing the compressors will ensure the MBR system continues to operate consistently and minimize the risk of system failure.

The second component is the washer/compactor unit at the Buck Creek Lift Station. This station is equipped with coarse bar screens for removing large, suspended solids, and a grit removal unit for filtering out coarse sand and gravel. The washer/compactor partially de-waters and compresses the collected solids before they are discharged and transported to an offsite landfill. The existing washer/compactor unit has failed, and the City Council approved purchasing a replacement on June 27, 2024. The contractor will install the new unit upon its arrival.

FUNDING/FISCAL IMPACT

Change Order No. 1 will result in releasing \$79,552.40 back to the Water Utilities Funds Capital Improvement Fund.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve Change Order No. 1 to the contract with Dowtech Specialty Contractors, Inc. (Dowtech) for the Hamby Water Reclamation Facility Improvements Phase II Expansion. Change Order No. 1 provides for a reduction of \$79,552.40 to the contract price, resulting in a final contract price of \$6,751,317.60.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - Written Resolution-WtrDpt-Hamby WRF Improv. PH 2 CO #1
2. Dowtech - Hamby WRF Improv. PH 2 CO #1
3. 3 - Presentation-WtrDpt-Hamby WRF Improv. PH 2 CO #1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH DOWTECH
SPECIALTY CONTRACTORS, INC. (DOWTECH) FOR THE HAMBY WATER
RECLAMATION FACILITY IMPROVEMENTS PHASE II EXPANSION**

WHEREAS, on September 8, 2022 the Abilene City Council awarded the bid to Dowtech Specialty Contractors, Inc. (Dowtech) for the Hamby Water Reclamation Facility Improvements Phase II Expansion for the amount of \$6,830,870; and

WHEREAS, the Phase II project provides for the installation membrane bioreactor (MBR) equipment in the two remaining expansion cells and minor improvements to the plant's pretreatment infrastructure and the Buck Creek Lift Station; and

WHEREAS, Staff directed the Engineer to remove the pretreatment improvements from the project scope and asked for the addition of the air compressor replacement and the washer/compactor installation to the project scope; and

WHEREAS, Staff plans to utilize the remaining TWDB funds to expedite and fund the Hamby Water Reclamation Facility Improvements Phase III Pretreatment Structure; and

WHEREAS, staff is recommending that the Abilene City Council approve Change Order No. 1 to the contract with Dowtech Specialty Contractors, Inc. for a reduction of \$79,552.40 from the contract resulting in a final contract price of \$6,751,317.60; and

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

That the City Manager is authorized to execute Change Order No. 1 to the contract with Dowtech Specialty Contractors, Inc. for the Hamby Water Reclamation Facility Improvements Phase II Expansion project reducing the contract by \$79,552.40 resulting in a final contract value of \$6,751,317.60.

ADOPTED this 26 day of September, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

CHANGE ORDER



CITY OF ABILENE

CHANGE ORDER NUMBER: 01

1. CONTRACTOR: Dowtech Specialty Contractors
2. Change Order Work Limits: Sta. _____ to Sta. _____
3. Type of Change: Minor (Major/Minor)
4. Reasons: Installation of Compactor and Removing Work from Contract
5. Describe the work being revised: _____

Remove labor and remaining materials related to pretreatment piping work that will be handled in a future contract. Materials procured to date and not installed shall be turned over to the City of Abilene. This change order also includes installation of washer/compactor at Buck Creek screens, new air compressors for MBR system, piping modifications to support these new compressors, electrical/controls for new compressors, new ARVs for MBR Filtrate Headers, pipe supports for backpulse lines inside piping trench and new valves to support Membrane Integrity Testing on existing MBR trains. Backup documentation provided by Dowtech is attached below.

Project: _____

Street: _____

Contract Number: _____

6. New or revised plan sheet(s), sketch(es), and estimates are attached:

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due.

THE CONTRACTOR Date 9/11/2024
Clint Carlile
(Signature)
Typed/Printed Name Clint Carlile
Typed/Printed Title Vice President

The following information must be provided:

Change in contract time:	_____
Original contract price:	<u>\$6,830,870.00</u>
Existing contract price: *	<u>\$6,830,870.00</u>
Amount added or subtracted by this CO:	<u>(\$79,552.40)</u>
Revised contract price:	<u>\$6,751,317.60</u>
* Includes previous CO's	

RECOMMENDED FOR EXECUTION:

Inspection Services Manager _____ Date _____

Jordan S. Hibbs
Engineer September 7, 2024
Date

City Manager _____ Date _____

Contract Time Extension

Notice to Proceed: September 27, 2022

Original Contract Time: 360 working days

Original Completion Date: March 26, 2024

Added Contract Times in CO1: 210 working days

New Completion Date: February 5, 2025

Engineer of Record: Jordan S. Hibbs, P.E.



Dowtech Specialty Contractors
4703 Country Road 527 Baird, TX 79504

Phone #: 3258934684

Fax #: 3258933116

Owner Contract Change Order

Project Name: Hamby WRF Improvements

Owner City Of Abilene
Robert Hanna
555 Walnut
Abilene, TX 79601

Change Order # 5
Printed On: 07/10/2024
Created On: 07/10/2024
Job Number # 22-009
Architect Number:

#	Change Order Item Description	Amount
1	Remainder of cost associated with the installation of 36" effluent pipe, excluding material on hand and labor, equipment to date.	(\$204,814.40)

Extension of Time This C.O.	0 days	Original Contract Amount	\$6,830,870.00
Previous Extensions of Time	30 days	Total Previous C.O.'s	\$0.00
Total Extension of Time To Date	30 days	Contr. Amt Prior to This C.O.	\$6,830,870.00
Original Contract Compl Date	02/20/2024	Total This Change Order	(\$204,814.40)
Revised Completion Date	03/21/2024	Current Contract Amount	\$6,626,055.60

Enprotec / Hibbs & Todd, Inc.

ARCHITECT (Firm Name)

PO Box 3097
Abilene TX, 79604
ADDRESS

BY: (Signature)

DATE:

Dowtech Specialty Contractors

Contractor (Firm Name)

4703 Country Road 527
Baird TX, 79504
ADDRESS

BY: (Signature)

DATE:

City Of Abilene

Owner (Firm Name)

555 Walnut
Abilene TX, 79601
ADDRESS

BY: (Signature)

DATE:



Dowtech Specialty Contractors
4703 Country Road 527 Baird, TX 79504

Phone #: 3258934684

Fax #: 3258933116

Owner Contract Change Order

Project Name: Hamby WRF Improvements

Owner City Of Abilene
Robert Hanna
555 Walnut
Abilene, TX 79601

Change Order # 6
Printed On: 07/10/2024
Created On: 07/10/2024
Job Number # 22-009
Architect Number:

#	Change Order Item Description	Amount
1	Installation of prepurchased Wash Compactor at Buck Creek	\$9,095.00
	Extension of Time This C.O.	0 days
	Previous Extensions of Time	30 days
	Total Extension of Time To Date	30 days
	Original Contract Compl Date	02/20/2024
	Revised Completion Date	03/21/2024
	Original Contract Amount	\$6,830,870.00
	Total Previous C.O.'s	(\$204,814.40)
	Contr. Amt Prior to This C.O.	\$6,626,055.60
	Total This Change Order	\$9,095.00
	Current Contract Amount	\$6,635,150.60

Enprotec / Hibbs & Todd, Inc.
ARCHITECT (Firm Name)

PO Box 3097
Abilene TX, 79604
ADDRESS

BY: (Signature)

DATE:

Dowtech Specialty Contractors
Contractor (Firm Name)

4703 Country Road 527
Baird TX, 79504
ADDRESS

BY: (Signature)

DATE:

City Of Abilene

Owner (Firm Name)

555 Walnut
Abilene TX, 79601
ADDRESS

BY: (Signature)

DATE:

Jordan Hibbs

From: clint@dowtechspecialty.com
Sent: Thursday, September 5, 2024 1:27 PM
To: Jordan Hibbs
Cc: 'Beeman, Katherine'
Subject: Air Compressor Replacement and Misc Work Associated With

Caution: This is an external email that originated outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Replacing 2 Compressors, piping modifications, electrical/controls, new ARV's, adding pipe supports to permeate and back pulse lines, ball valve on MIT's, and **includes the 9095.00 for the compactor at Buck Creek.**

\$125,262.00

Clint Carlile

Vice-President @ Dowtech Specialty Contractors

Phone 325-893-4684 **Mobile** 325-370-1561

Email clint@dowtechspecialty.com

4703 CR 527

Baird Tx, 79504

Approve Change Order No. 1 to the contract with Dowtech Specialty Contractors, Inc. for the Hamby Water Reclamation Facility Improvements Phase II Expansion





Change Order No. 1 Hamby Water Reclamation Facility Improvements Phase II Expansion

- Change Order No. 1 provides for a reduction of \$79,552.40 to the contract price resulting in a final contract price of \$6,751,317.60.
- Increases contract days by 210.
- Original Contract price of \$6,830,870.
- Original Scope of Work includes installation membrane bioreactor (MBR) equipment and minor improvements to the plant's pretreatment infrastructure and the Buck Creek Lift Station





Change Order No. 1 Hamby Water Reclamation Facility Improvements Phase II Expansion

- Change Order No. 1 removes the pretreatment improvements from the project scope and adds the replacement of the air compressor and the washer/compactor installation to the project scope.
- Staff were informed that residual funds from the Texas Water Development Board (TWDB) were available for use on a new wastewater-related project.
- Phase III of the Hamby Water Reclamation Facility Improvements will include major improvements and expansions to the pretreatment infrastructure.





Change Order No. 1 Hamby Water Reclamation Facility Improvements Phase II Expansion

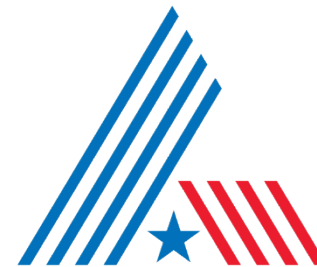
- As a result, staff decided to remove the pretreatment improvements from Phase II and utilize the remaining TWDB funds to expedite and fund the Phase III project.
- Two key components were identified as needing replacement to ensure continued plant operation and the efficiency of the MBR system.





Change Order No. 1 Hamby Water Reclamation Facility Improvements Phase II Expansion

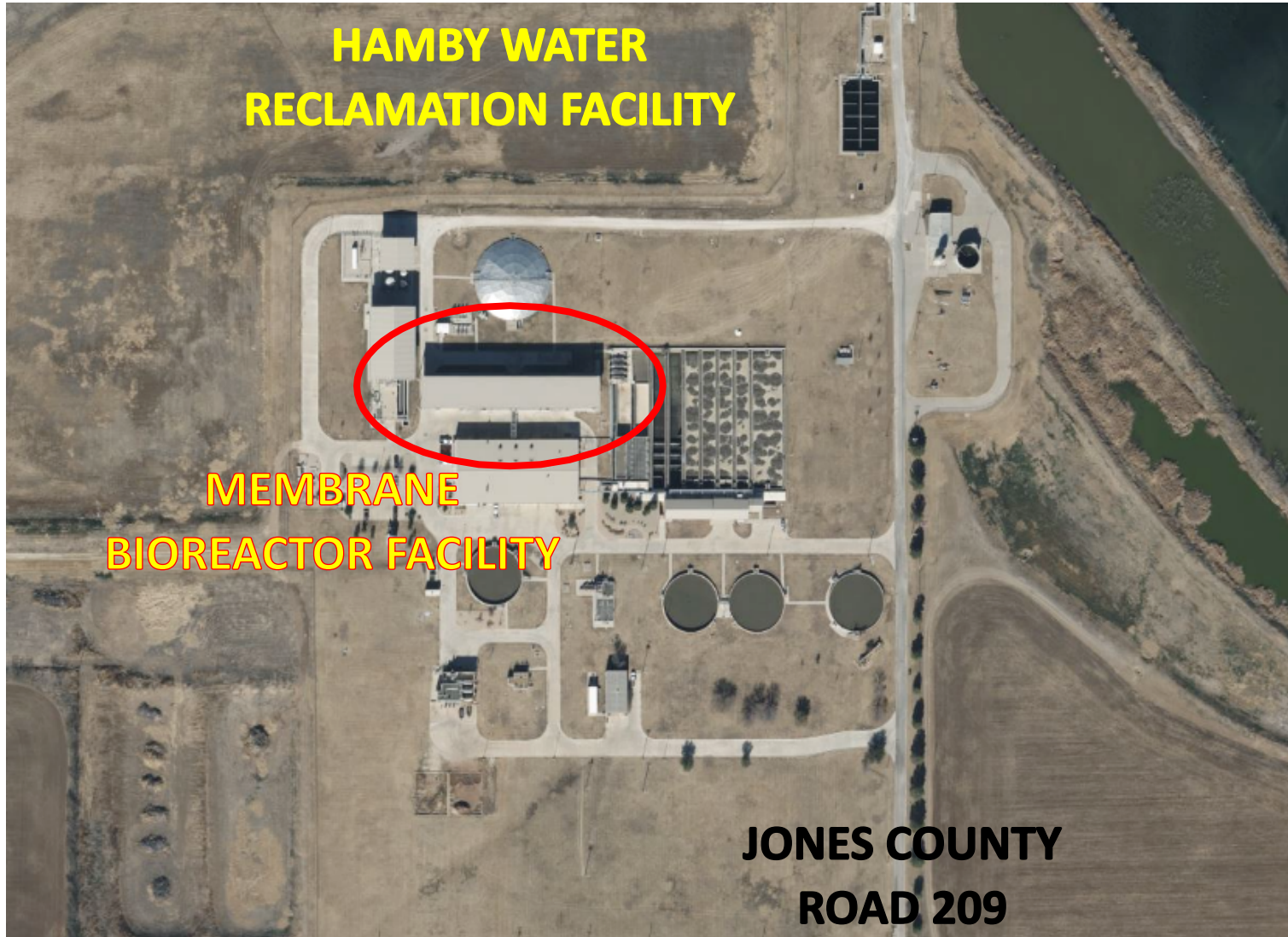
- The air compressors responsible for operating the MBR actuators and valves.
 - 10 years old, requires frequent maintenance of the air-drying system.
 - Moisture in the compressed air can damage or cause failure of the actuators and valves.
 - Replacing the compressors will ensure the MBR system continues to operate consistently and minimize the risk of system failure.
- The washer/compactor unit at the Buck Creek Lift Station.
 - The existing washer/compactor unit has failed.
 - The City Council approved purchasing a replacement on June 27, 2024.
 - The contractor will install the new unit upon its arrival.



CITY OF
ABILENE
T E X A S



Change Order No. 1 Hamby Water Reclamation Facility Improvements Phase II Expansion



Approve Change Order No. 1 to the contract with Dowtech Specialty Contractors, Inc. (Dowtech) for the Hamby Water Reclamation Facility Improvements Phase II Expansion

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 16. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Amendment No. 1 to the Contract with Enprotec/Hibbs and Todd, Inc. for the Dry Polymer Feed, Sodium Hydroxide Tanks and Grimes Evaluation (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Dry Polymer Feed, Sodium Hydroxide Tanks & Grimes Evaluation in the amount not to exceed \$27,000.00. Amendment No. 1 is necessary to cover actual additional work incurred by EHT for the creation of new contract documents for the removal of the Grimes improvements from the contract scope and the additional bidding support.

SPECIAL CONSIDERATIONS

On January 27, 2022 the Abilene City Council authorized a professional services contract with eHT for the Dry Polymer Feed, Sodium Hydroxide Tanks & Grimes Evaluation in the amount not to exceed \$101,710.00. Per the original contract eHT is to provide drawings and contract documents, bidding assistance, contract administration, and general project supervision (not RPR) as described in the contract. After the engineer's design was complete, the City put the project out to bid. During the design phase and shortly after bids were received staff reevaluated the future utilization of the Grimes Water Treatment Plant (GWTP). The 2010 and 2020 Water Treatment Plant Master Plans recommends the decommissioning of the GWTP and moving its capacity to the Northeast and Hargesheimer Water Treatment Plants. The masterplans set an initial schedule of approximately 10 years for the decommissioning. However, recently passed federal water quality regulations related to per- and polyfluoroalkyl substances (PFAS) have set new compliance deadlines. These new deadlines may expedite the decommissioning of the

GWTP in as soon as 5 years. Staff decided to focus on only those critical improvements necessary to ensure short term capacity and reliability. eHT was directed to remove the GWTP portion out of the construction scope and to prepare new contract documents, resulting in additional earned compensation.

FUNDING/FISCAL IMPACT

Funding for Amendment No. 1 will come from the Water Utilities Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Dry Polymer Feed, Sodium Hydroxide Tanks & Grimes Evaluation in the amount not to exceed \$27,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution-WtrDpt-Amendment 1 PS Contract-Dry Polymer & Caustic-EHT
2. EHT - Amendment No.1 - Polymer.Caustic
3. 3 - Presentation-WtrDpt-Amendment 1 PS Contract-Dry Polymer & Caustic-EHT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT
WITH ENPROTEC/HIBBS & TODD, INC. FOR THE DRY POLYMER FEED, SODIUM
HYDROXIDE TANKS & GRIMES EVALUATION.**

WHEREAS, on January 27, 2022 the Abilene City Council authorized a professional services contract with Enprotec/Hibbs & Todd, Inc. (EHT) for the preparation of design plans and contract documents, bidding assistance, contract administration, and general project supervision (not RPR) for the Dry Polymer Feed, Sodium Hydroxide Tanks & Grimes Evaluation in an amount not to exceed \$101,710.00; and

WHEREAS, City staff directed EHT to remove the GWTP portion out of the construction scope and to prepare new contract documents, which resulted in additional earned compensation of not to exceed \$27,000.00; and

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

That the City Manager is authorized to execute Amendment No. 1 to the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Dry Polymer Feed, Sodium Hydroxide Tanks & Grimes Evaluation in an amount not to exceed \$27,000.00.

ADOPTED this 26 day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

AGREEMENT FOR PROFESSIONAL SERVICES
Dry Polymer Feed, Sodium Hydroxide Tanks and Grimes Evaluation
AMENDMENT NO. 1

The City of Abilene (“City”) and Enprotec/Hibbs and Todd, Inc. (“Engineer”), entered into an Agreement for Professional Services dated January 27, 2022 (Agreement), whereby Engineer was to provide professional services for the City in connection with a **Dry Polymer Feed, Sodium Hydroxide Tanks and Grimes Evaluation**.

NOW THEREFORE, both parties agree as follows:

That **“Scope of Engineering Services”**, Attachment A, and **“Compensation”**, Attachment B of said original Agreement are hereby supplemented and amended as per the Attachments A-1 and B-1 included in this Amendment No. 1. This Amendment No 1 shall be effective beginning **October 3, 2024**.

NO FURTHER CHANGES or additions being made, the parties agree that all other terms and conditions of the Agreement dated January 27, 2022, remain in full force and effect, and are fully incorporated by reference. Where terms of this Amendment No. 1 conflict with terms of the original agreement this Amendment shall control. WITNESS our hands to this AMENDMENT this the _____ day of _____, 2024.

CITY OF ABILENE

Enprotec/Hibbs & Todd, Inc.

Robert Hanna, City Manager

Jordan Hibbs, Vice President

ATTEST:

ATTEST:

By: _____

City Secretary

By: Bradley Evans, CPA

APPROVED:

City Attorney

Attachment A-1

Scope of Engineering Services (Amendment No. 1)

EXHIBIT “A”

Dry Polymer Feed, Sodium Hydroxide Tanks and Grimes Evaluation

The City of Abilene (COA or City) is planning to construct improvements at its three (3) water treatment plants including new dry polymer feed systems and new sodium hydroxide tanks. Also, an evaluation of the Grimes WTP was completed. Consultant (or “Engineer”) shall provide the following additional design phase services:

I. Basic Services – Design Phase

A. The original scope of the project included two separate projects: one for the Northeast Water Treatment Plant and one for the Grimes and Hargesheimer Water Treatment Plants. During design in 2022, the Engineer was requested to split the project into five (5) separate projects due to budget constraints. The project was split up, but then put on hold until funds became available. Then in 2024, the Engineer was requested to combine all 5 projects into a single project for bidding. The additional engineering, administrative and drafting time have resulted in budget over-runs.

B. The TCEQ did not approve the original plans and specifications submittal and required an exceptions request be submitted and approved prior to gaining approval for construction. The Engineer completed the exceptions request and re-submitted the plans and specifications for approval which was achieved in 2023. The additional submittals and coordination with TCEQ resulted in budget over-runs.

C. The City requested the Engineer to remove the Grimes WTP work from the scope of the project. This additional work will result in budget over-runs.

II. Basic Services – Bidding Phase

D. The project was bid in August of 2024. After bidding, contractor evaluation, and preparation of contracts, the City informed the Engineer that the project would need to be revised to exclude all work at the Grimes WTP and bid again. This change will result in budget over-runs.

Attachment B-1

Compensation (Amendment No. 1)

Dry Polymer Feed, Sodium Hydroxide Tanks and Grimes Evaluation

The original contract included was Lump Sum with a not-to-exceed amount of \$101,710.

Payment for this amendment shall be Lump Sum in the amount of \$27,000. This will bring the total contract amount to \$128,710.

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

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

**Approve Amendment No. 1 to the Professional Services Contract
with Enprotec/Hibbs & Todd, Inc. (EHT) for the Dry Polymer
Feed, Sodium Hydroxide Tanks & Grimes Evaluation**





Amendment No. 1 Dry Polymer Feed, Sodium Hydroxide Tanks & Grimes Evaluation

- Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (EHT)
- Amendment No. 1 price of \$27,000.00.
- Additional compensation earned by EHT for the removal of the GWTP work from the construction scope and the recreation of the contract documents.
- Original Contract price of \$101,710.00
- Original Scope of Work includes providing design plans and contract documents, bidding assistance, contract administration, and project general supervision (not RPR).





Amendment No. 1 Dry Polymer Feed, Sodium Hydroxide Tanks & Grimes Evaluation



Left: Dry polymer feed system.

Right: Example of a Fiberglass Reinforced Plastic tank.



Approve Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (EHT) for the Dry Polymer Feed, Sodium Hydroxide Tanks & Grimes Evaluation

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Pine Street Water Line Replacement (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Pine Street Water Line Replacement Project (Contract) for the amount not to exceed \$97,500.00. This contract will provide for survey, design and construction phase services, construction materials testing, record drawing development, and post-construction phase services.

SPECIAL CONSIDERATIONS

The Pine Street Waterline Replacement Project is a vital infrastructure upgrade aimed at replacing aging cast iron waterlines along Pine Street, from Amble Avenue to North 18th Street. These outdated cast iron lines are prone to leaks and breaks, potentially disrupting water service in a critical area that includes Hendrick Hospital. By replacing these old lines, the project will enhance water reliability and pressure for the hospital and surrounding community, ensuring that essential healthcare services have a dependable water supply.

FUNDING/FISCAL IMPACT

The Professional Services Contract will be paid utilizing Water Utilities funds designated for Capital Improvement Program projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Pine Street Water Line Replacement for an amount not to exceed \$97,500.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution-WtrDpt-Pine St WL Replacement-eHT
2. PS Contract - Pine St WL Replacement - EHT
3. 3 - Presentation-WtrDpt-Pine St WL Replacement-eHT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
ENPROTEC/HIBBS & TODD, INC. FOR THE PINE STREET WATER LINE
REPLACEMENT.**

WHEREAS, the City of Abilene (Abilene) owns and operates the Public Water Supply System which includes water distribution lines; and

WHEREAS, there is a need to replace the water distribution lines along Pine St from Ambler Avenue to N.18th Street to provide reliable service to the area; and

WHEREAS, the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Pine Street Water Line Replacement project will provide for survey, design and construction phase services, construction materials testing, record drawing development, and post-construction phase services in an amount not to exceed \$97,500.00; and

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

That the City Manager is authorized to execute a professional services contract with Enprotec/Hibbs & Todd, Inc. for the Pine Street Water Line Replacement for the amount not to exceed \$97,500.00.

ADOPTED this 26 day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This Contract, dated the 26th day of September, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Enptotec-Hibbs & Todd, a Corporation. organized under the laws of the State of Texas. (“Professional”).

The City is engaged in Pine Street Water Line Replacement (N.18th to Ambler Ave.). 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 or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified engineer properly licensed to practice in the State of Texas. Professional desires to render professional services 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 engineers or architects 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 engineer or architect.

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. TERMS

In consideration of the compensation stated in paragraph II, 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 March 31, 2025.

II. FEE

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. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. 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.

V. STATUS OF PROFESSIONAL

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

VI. 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.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material 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.

IX. 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 person, 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.

B. Indemnity

The Professional shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional or the Professional’s employees, or another entity over which the Professional exercises control.

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.

X. 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.

<u>Type</u>	<u>Amount</u>
<u>X</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u> </u> 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)
<u> </u> 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)
<u>X</u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	

6. No Insurance Required

XI. 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.

XII. 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 its 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.

XIII. 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.

XIV. 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:
Rodney Taylor, Director of Water Utilities
City of Abilene
PO Box 60,
Abilene, Texas 79604-0060

Professional – ATTN:
Jordan Hibbs, P.E., President
Enprotec-Hibbs & Todd
402 Cedar Street
Abilene, Texas 79601

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXIII. 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.

XIV. 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

PROFESSIONAL

By:

By:

Sage Diller

Name:

Name: Sage Diller, PE

Title:

Title: Vice President

Address: 402 Cedar

Phone Number: 325-698-5560

Federal Tax ID#: 75-2258512

ATTEST:

ATTEST: (if corporation)

City Secretary

Bradley Evans, CPA

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By:

City Attorney

ATTACHMENT A

SCOPE OF SERVICES

CITY OF ABILENE – PINE STREET WATER LINE REPLACEMENT (N. 18TH TO AMBLER AVE.)

Consultant (or “Engineer”) shall design and assemble drawings and specifications for the replacement of an existing cast iron water line (including all related appurtenances such as valves, valve boxes, fittings, etc.) along the west side of Pine Street (generally from N. 18th to Ambler Ave) within the City of Abilene. The project includes various sections of water lines in need of replacement in order to improve reliability of water service to the Hendrick Campus. Engineer shall assist the City with procurement of a qualified contractor to perform the installation work. The full scope of services to be provided by the Engineer is set forth below.

I. Basic Services – Preliminary Design Phase

A. Once authorized by the City, the Engineer shall:

1. Develop draft plans of the proposed water line relocation.
2. Conduct Project Review Meeting with the City based on the draft plans. Based on this meeting, develop specific project requirements for proposed routing, and other issues that might impact system design and layout.
3. Develop exhibit drawings showing the extent and limits of the proposed utility relocation.
4. Provide an Opinion of Probable Construction Cost to the City.

II. Basic Services – Final Design Phase

B. Once authorized by the City, the Engineer shall:

1. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by the installation Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
2. Furnish the Design Phase documents and review them with City. Make any final modification or changes as requested by the City.
3. Submit up to 5 final copies of the Design Phase Documents and an Opinion of Probable Construction Cost to City.

C. Engineer's Services under the Final Design Phase will be considered complete on the date when the final copies of the Design Phase Documents required above have been delivered.

III. Basic Services - Bidding Phase

A. After acceptance by City of the Final Design Phase Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, Engineer shall:

1. Assist City in advertising for and obtaining bids for the Work and, if applicable, attend a pre-Bid conference.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Attend the Bid opening and assist City in evaluating Bids or proposals.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

IV. Basic Services - Construction Phase

A. Upon successful completion of the Bidding Phase, Engineer shall:

1. General Administration of Construction Contract. Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of City's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

3. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep City informed of the progress of the Work.

b. The purpose of Engineer's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. Defective Work. Recommended to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract

Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

5. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders through the City's representative, authorizing minor variations from the requirements of the Contract Documents.

6. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the City, as appropriate, and support the City in the preparation of Change Orders and Work Change Directives as required.

7. Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.

8. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor, but subject to a reasonable number of substitution requests.

9. Inspections and Tests. Require such inspections or construction materials tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

10. Disagreements between City and Contractor. Render formal written decisions on all claims of City and Contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in subparagraph b. below and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

12. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as stated.
- c. Engineer shall transmit these documents to City.

13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.

14. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor.

C. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

V. Special Services

A. Provide topographic survey services to locate surface elements and assist the City with location of identified buried utilities along the proposed route. The City will utilize equipment to uncover utilities within the ROW. Survey shots will be taken to document the horizontal and vertical locations of the discovered utilities.

B. Provide Subsurface Utility Exploration (SUE) services to pothole existing utilities that may conflict with construction. Selected pothole locations will be based upon surface locations marked by utility companies. Potholing is not intended to encompass the entire project, only locations that appear to conflict with existing utilities.

C. Provide construction materials testing services.

D. Develop As-Built Drawings.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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 X__

Payment is in a lump sum amount of \$97,500.00 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 requested by the City, the Professional must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which 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 requested by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

EXHIBIT "B"

PAYMENT & SCHEDULE

Payment will be made on a Lump Sum Basis of \$97,500 payable as outlined below:

Lump Sum:

Survey	\$ 12,000
Preliminary Design Phase	\$ 14,000
Final Design Phase Services	\$ 24,000
Bidding Phase Services	\$ 6,000
Construction Phase Services	\$ 17,000
Construction Materials Testing	\$ 6,500
SUE Services (Third-Party Utility Potholing)	\$ 15,000
As-Built Drawings	\$ 3,000

Fee Schedule: See attached Schedule of Hourly Charges

Project Schedule:

From date of contract execution:

- Survey – 30 days
- Design – 75 days
- Bidding & Award – 45 days
- Contract Execution – 30 days
- Construction – 180 days
- Closeout – 30 days

Enprotec / Hibbs & Todd, Inc.
CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES

Charges include all salaries, salary expense, overhead, and profit.

Principal	\$ 250.00 per hour
Senior Project Manager	210.00 per hour
Project Manager	180.00 per hour
Senior Engineer / Geologist	165.00 per hour
Project Engineer / Geologist	145.00 per hour
Staff Engineer I / Geologist I	125.00 per hour
Staff Engineer II / Geologist II	120.00 per hour
RPLS I	170.00 per hour
RPLS II	140.00 per hour
Operations Specialist / Regulatory Compliance Specialist	160.00 per hour
Contract Operator (Certified Class B Water Operator)	120.00 per hour
Engineering / Field Technician I	145.00 per hour
Engineering / Field Technician II	120.00 per hour
Engineering / Field Technician III	90.00 per hour
CAD I	140.00 per hour
CAD II	110.00 per hour
CAD III	75.00 per hour
Administrative	80.00 per hour
Survey Party	235.00 per hour - 3 man
	210.00 per hour - 2 man
	185.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

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, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the 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.

**Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc.
for the Pine Street Water Line Replacement**





Pine Street Water Line Replacement

- Approve a professional services contract with Enprotec/Hibbs & Todd, Inc. for the Pine Street Water Line Replacement.
- Contract value not to exceed \$97,500.00.
- The contract provides for survey, design and construction phase services, construction materials testing, record drawing development, and post-construction phase services.





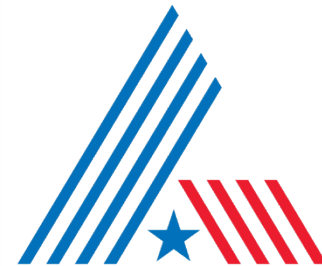
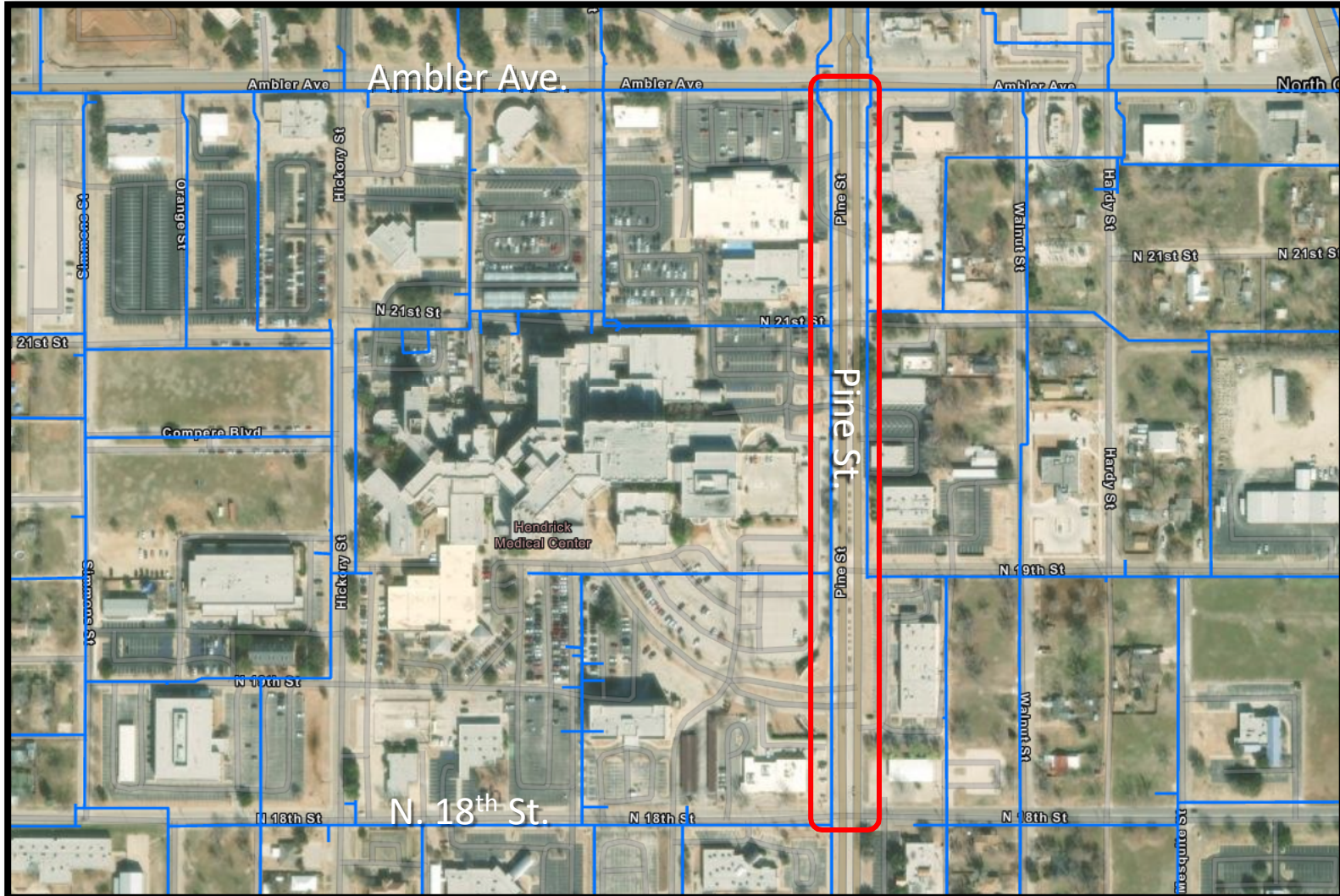
Pine Street Water Line Replacement

- The project will replace aging cast iron waterlines along Pine Street, from Amble Avenue to North 18th Street.
- These outdated cast iron lines are prone to leaks and breaks, potentially disrupting water service in a critical area that includes Hendrick Hospital
- The project will enhance water reliability and pressure for the hospital and surrounding community





Pine Street Water Line Replacement



CITY OF
ABILENE
TEXAS

Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Pine Street Water Line Replacement

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 18. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute a Water Supply Agreement with Thompson Golf Group, LLC for the Purchase and Use of Reclaimed Water (Rodney Taylor)

GENERAL INFORMATION

The water supply agreement will allow for the purchase and use of reclaimed water by Thompson Golf Group, LLC for use at their golf facility. The contract allows for the use of 150,000,000 gallons of reclaimed water annually and has a term of 25 years.

SPECIAL CONSIDERATIONS

The City currently holds a contract with Lytle Creek Golf Links, LLC for the purchase and use of reclaimed water at the Diamondback Golf Course. The contract is set to expire August 31st, 2025. The Diamondback Golf course has been purchased by the Thompson Golf Group (TGG) and as part of the purchase TGG initiated the process of obtaining a new reclaimed water contract.

FUNDING/FISCAL IMPACT

The proposed Water Supply Agreement with Thompson Golf Group, LLC will produce a minimum annual revenue of \$7,500, after the initial prorated year.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing the City Manager to execute the Water Supply Agreement with the Thompson Golf Group, LLC for the

use of reclaimed water.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution-Effleunt Water Contract-TGG
2. 2024-09 Thompson Golf Group-Reclaimed Water Contract
3. 3 - Presentation-Effleunt Water Contract-TGG

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER SUPPLY
AGREEMENT WITH THOMPSON GOLF GROUP, LLC FOR THE PURCHASE AND
USE OF RECLAIMED WATER.**

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility as authorized through TPDES Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality; and

WHEREAS, the Hamby Water Reclamation Facility produces reclaimed effluent for use by certain contract customers; and

WHEREAS, the contract sets a base amount of 150,000,000 gallons of reclaimed water per year for a term of 25 years; and

WHEREAS, City staff recommends that the Abilene City Council authorize the City Manager to execute the Water Supply Agreement with Thompson Golf Group, LLC for the purchase and use of reclaimed water; and

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

That the Abilene City Council authorizes the City Manager to execute the Water Supply Agreement with Thompson Golf Group, LLC for the purchase and use of reclaimed water.

ADOPTED this 26th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

WATER SUPPLY CONTRACT

This Contract is made on _____, 2024, by and between the City of Abilene, Texas, a Municipal Corporation of Taylor and Jones Counties, Texas (“City”), and Thompson Golf Group, LLC (“Purchaser”) (collectively the “Parties”). The City shall act by and through its agent, the City Manager or his duly authorized representative, unless otherwise stated herein. Purchaser shall act by and through its agent, Ryan Thompson, unless otherwise stated herein.

WITNESSETH

That for and in consideration of the covenants, promises and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE & INTENT

A. Purpose

The purpose of this Contract is for the City to sell and provide:

- (1) reclaimed water from Abilene’s Hamby Water Reclamation Facility and/or
- (2) water from Abilene’s Lake Kirby Raw Water Reservoir System,

to the Purchaser in accordance with Purchaser’s needs for the operation and maintenance of a golf course at the Property under the provisions of this Contract. Purchaser shall not resell any water supplied by the City.

B. Intent

It is specifically the intent of the Parties to provide water for the Purchaser’s operation and maintenance of a golf course facility from either or both sources listed above so long as the water is available. The primary source of water shall be the Reclaimed Water and, in the event the City is unable or ceases to provide the Reclaimed Water, the water from the Raw Water Reservoir System shall be provided as the supplemental source, but this Contract and its provisions and conditions apply regardless of source.

II. DEFINITIONS

The following terms and expressions as used in this Contract shall have the following meanings:

1.1 **“Water”** means either Reclaimed Water or Raw Water or both as supplied under this Contract.

1.2 **“Reclaimed Water”** means the treated wastewater effluent produced from the City’s Hamby Water Reclamation Facility Wastewater Treatment Plant.

1.3 **“Raw Water”** means untreated water from the City’s Lake Kirby Raw Water Delivery System.

1.4 “Irrigation System” means the system of pumps, pipes and other facilities currently utilized, or the system to be installed by Purchaser on its Property, for irrigation of the Property.

1.5 “Delivery Point” means a location shown on the map or drawing attached hereto as Attachment A at which “right of use” to the City’s Water purchased under this Contract passes from the City to the Purchaser.

1.6 “Property” means the real property of Purchaser as shown on the map or drawing attached hereto as Attachment B upon which Water shall be applied by Purchaser for the authorized purpose.

1.7 “Reclaimed Water Distribution Facilities” means the pumps, pipes, Irrigation System and/or other facilities necessary for Purchaser to take and use Reclaimed Water from the City’s Delivery Point.

1.8 “Contract Rate” means the rate to be charged the Purchaser by the City per 1,000 gallons of water and is based on the City’s reasonable, actual, and expected costs of providing water to Purchaser, including the City’s cost in developing or securing future water supplies as designated in paragraph IV. F. of this Contract.

1.9 “Water Transportation Facilities” means the facilities necessary to convey Reclaimed Water from the City’s Hamby Water Reclamation Facility Wastewater Treatment Plant or Raw Water from Abilene’s Lake Kirby Reservoir System to the Purchaser.

1.10 “Storage Pond” means any pond meeting the applicability requirements of 30 Tex. Admin. Code § 210.25 to be utilized by Purchaser for the storage of Reclaimed Water delivered to Purchaser and as depicted on the facilities map or drawing attached hereto as Attachment B, and as referenced in paragraph VI.2.d of this Contract.

1.11 “TCEQ” means the Texas Commissions on Environmental Quality, or its successor agency.

1.12 “Hamby Water Reclamation Facility Wastewater Treatment Plant” means the City’s Wastewater Treatment Plant and/or any other wastewater treatment plant owned or operated by the City (hereinafter may be referred to as HWRF).

1.13 “Demand” means the quantity of water used by Purchaser within a Water Year.

1.14 “Water Year” means the year beginning January 1 and ending December 31.

1.15 “Base Contract Amount” means the maximum quantity to be made available to the Purchaser during any Water Year.

1.16 “Demand Charge” means the cost of reserving the water for the Purchaser as designated in paragraph IV. E. of this Contract.

1.17 “Extreme Drought” means the City of Abilene has declared a Stage 2 Water Warning or a Stage 3 Water Emergency as defined in the City’s Water Conservation Plan – Division 2. Water Conservation Plan Procedures and the surface elevation of Hubbard Creek Lake remains below 1155 ft. msl.

1.18 “Grimes Water Treatment Plant” means the surface water treatment plant owned and operated by the City of Abilene.

1.19 “Reclaimed Water Pump Station” means the piping and pumps owned and operated by the City to transport reclaimed water through reclaimed water transmission lines.

1.20 “Reclaimed Water Transmission Lines” means the piping owned and operated by the City to transport reclaimed water to the Delivery Point.

1.21 “Indirect Potable Reuse System” means the advanced water treatment infrastructure located at the Hamby Water Reclamation Facility Wastewater Treatment Plant.

1.22 “Schedule of Fees and Charges” means the list of rates, fees, and charges adopted by a ordinance of the Abilene City Council as part of the annual budget.

III. GENERAL PROVISIONS

A. Term of Duration

This Contract is effective for 25 years, from September, 26th 2024 through December 31, 2049.

B. Modification

This Contract may be changed or modified only by the Abilene City Council or its duly authorized representative and the Purchaser. Any modification must be in writing and signed by both Parties. Such modification may be requested by either party, in which event a joint meeting of such both Parties shall be held within 90 days after such notice is given, at which joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification may be made which will adversely affect the prompt payment, when due, of all monies required to be paid by Purchaser under the provisions of this Contract.

C. No Assignment

Purchaser shall not assign nor transfer any interest under this Contract without the City’s prior written consent, which consent shall not be unreasonably withheld.

D. Breach, Termination

Upon either party’s breach of any of this Contract’s provisions, which breach has not been cured pursuant to this Contract, the other party may terminate this Contract after providing written notice of the breach to the breaching party. The party in breach shall have 90 days to correct all contract violations after

receipt of written notice by registered or certified mail to the address shown herein. Such notice shall explain in detail the provision(s) of the Contract that has been breached and the circumstances giving rise to the breach.

It is specifically provided that Purchaser's failure to timely pay the City for water supplied under this Contract is a breach of this Contract. If Purchaser pays the full amount of money owed the City within 90 days after the City gives notice of the breach, this Contract shall remain in full force and effect. The City's acceptance of any partial payment from Purchaser will not waive any of the City's contract rights, including the right to pursue Purchaser for any remaining balance due. No endorsement or statement on any check or letter, which acknowledges payment, partial or full, shall be deemed an accord and satisfaction.

Notwithstanding the above, if Purchaser ceases to operate its business on the Property, Purchaser may terminate this Contract by providing written notice of such cessation of business to the City.

E. Notices

All notices required under the provisions of this Contract must be in writing, hand delivered or sent by registered or certified mail to the address below. The name and address for notification may be changed by notice to the other party.

City of Abilene: City of Abilene
 Attn: City Manager
 P.O. Box 60
 Abilene, TX 79604-0060

Purchaser: Thompson Golf Group, LLC Attn: Ryan Thompson
 4415 East Village Parkway Gilbert, AZ 85298
 Also email: ryan@thompsonsgolfgroup.com

F. Venue

Venue for any cause of action arising under this Contract is in Abilene, Taylor County, Texas. This Contract is governed by the laws of Texas both as to interpretation and performance.

G. Force Majeure

If by reason of *force majeure* either party hereto is rendered unable wholly or in part to carry out its contract obligations, other than Purchaser's obligation to make payment required under the provisions hereof, then if such party shall give written notice and full details of such *force majeure* to the other party within 10 days after occurrence of the event or cause relied on, the obligation of the party filing such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome

such inability with all reasonable dispatch. The term “*force majeure*” as used herein means any circumstance or condition beyond the party’s reasonable control, including but not limited to: acts of God and actions of elements (including floods, droughts, storms, etc.); acts of the public enemy or acts of war; strikes or other industrial disturbances; accidents; explosions; laws, acts, rules, regulations, or orders of any local, state or federal government; transportation failures; civil disturbances; breakage or accidents to machinery, pipelines or canals; partial or complete failure of water supply; and the City’s inability to deliver water or Purchaser’s inability to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability.

H. No Delinquent Accounts

Purchaser agrees that no payments owed by it to the City are or shall become delinquent or in arrears.

I. Attorney’s Fees

If either party brings legal action to enforce this Contract’s provisions, the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs.

J. Compliance with Laws and Regulations

The Parties hereby agree to comply with all applicable local, state and federal laws and regulations, including provisions of the Abilene Municipal Water Utility ordinances, resolutions, and regulations and any changes thereto.

K. Violation of Contract

If the Purchaser’s annual demand exceeds the Base Contract Amount, it shall be liable and owe to City a fee of \$1,000 per violation per month that violation continues, in addition to other remedies available to the City including the right to close or restrict the Delivery Point, and to charge triple the standard Contract Rate for each unit of excess metered Water. It is the Purchaser’s responsibility to monitor its usage and to immediately report to the City when the Demand approaches 95% of, and when it exceeds, the Base Contract Amount.

L. Conflict/Severability

If any provision of this Contract conflicts with a state or federal law or constitution, the state or federal law or constitution shall control. The invalidity of any provision of this Contract as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

M. Hold Harmless

Purchaser agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against all liability for any and all claims, liens, suits, demands, and/or actions

for damages, injuries to persons (including death), property damage (including loss of use), and expense, including court costs, attorneys' fees, and other reasonable costs occasioned in connection with the transportation, delivery, and disposal of the Water beginning at the Delivery Point(s) while the right to use the Water remains with Purchaser.

N. Title to Water/Right of Use

Under state law, the State of Texas owns all the water in rivers, natural streams, and lakes. In permitting surface water rights, the State does not convey ownership in the water but confers a right of use of said water (including possessory, use, and disposal rights). The right to use the water supplied under this Contract shall remain with the City up to the Delivery Point(s). The right to use the water (and the responsibility for payment thereof) beyond such Delivery Point(s), whether metered there or not, shall pass to the Purchaser. All water rights under this Contract are subject to senior and superior water rights in the Brazos River Basin and to the terms and conditions of the City of Abilene's Certificate of Adjudication from the Texas Water Commission, as amended.

IV. FURNISHING WATER

A. Delivery Points

The City agrees to sell and to provide Water, as available, to Purchaser at the Delivery Point located at or near 1133 South 27th, as designated on Attachment A. Additional Delivery Points may be designated and referenced on Attachment A as negotiated between the City and Purchaser.

B. Reclaimed Water

Reclaimed Water shall be made available in accordance with the provisions of this Contract. This supply will be furnished through a Reclaimed Water Pump Station located at the Grimes Water Treatment Plant. The City owns and operates an Indirect Potable Reuse System which the City utilizes to supplement its raw water sources. During periods of Extreme Drought the use of Reclaimed Water for supplementing municipal purposes takes precedence over Purchaser's use of Reclaimed Water and hereby gives the City the express, specific authority to close or otherwise restrict the Delivery Point(s) to prevent the diversion of Reclaimed Water needed for municipal purposes. The City will provide written notice to Purchaser prior to restricting delivery of Reclaimed Water due to Extreme Drought.

C. Raw Water

Raw Water will be made available in accordance with the terms of this Contract in the event the City is unable to or ceases to provide the Reclaimed Water. Purchaser specifically understands that the providing of supplemental Raw Water is a conditional agreement to provide Raw Water when it is

available and not otherwise needed for municipal use pursuant to the City's Water Conservation Plan Ordinance (Attachment C). While the Conservation Plan is activated, use of Raw Water for municipal purposes takes precedence over Purchaser's use of Raw Water and hereby gives the City the express, specific authority to close or otherwise restrict the Delivery Point(s) to prevent the diversion of Raw Water needed for municipal purposes. If there is a change in the Conservation Plan, written notice of such change shall be mailed to Purchaser within ten days of such change being enacted by the City.

If Purchaser is solely utilizing Raw Water and a water conservation stage is in effect under the Conservation Plan, and as a result of such conservation the Purchaser uses less Water than the Base Contract amount, then the Demand Charge shall be waived for each month a water conservation stage is in effect during the water year.

D. Authorization

The City has applied to the TCEQ and has received authorization for a Reclaimed Water project pursuant to TCEQ rules and regulations. The City has obtained and remains in compliance with all authorizations, laws and regulations applicable to supplying the Water under this Contract.

E. Quality and Demand

Purchaser represents that its Base Contract Amount will be 150,000,000 gallons per Water Year, which Purchaser deems adequate to meet its needs. Abilene will not provide water to Purchaser in excess of the Base Contract Amount during any Water Year. The Base Contract Amount can only be increased if Purchaser presents a written request to Abilene to increase the Base Contract Amount. Such a request must be presented prior to the Water Year where the increased Base Contract Amount is requested. Such request must be approved by the Abilene City council before the increased Base Contract Amount will be provided. Purchaser agrees that Abilene's capability to provide increases of water in quantity above the Base Contract Amount is subject to available supply and deliverability, as determined by Abilene. The availability of supply and deliverability does not obligate Abilene to increase said quantity available to Purchaser above the Base Contract Amount. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

F. Rates

Purchaser agrees to purchase water at the rate of \$0.52 per 1,000 gallons, the "Contract Rate," which is the rate from the effective date of this Contract. Thereafter Purchaser agrees that the City may revise the Schedule of Fees and Charges from time to time to cover all reasonable, actual, and expected costs, including the costs of future municipal water supplies. The City shall give 60 days advance written notice to Purchaser of any changes to the Schedule of Fees and Charges.

Purchaser agrees to pay a total annual Demand Charge for each Water Year, starting with the 2025 Water Year. The Demand Charge is applied to the difference in water units between the Base Contract Amount and the actual water year demand by Purchaser.

The following Contract Rates currently applies:

Rate:

Contract Rate - \$.52 per 1,000 gallons

Demand Charge - \$.05 per 1,000 gallons

If, within this Contract's term of duration, Purchaser totally or partially discontinues taking water from the City because a non-City source of water supply has been developed or acquired, Purchaser shall for five years or the balance of this Contract, whichever is less, remain liable for Demand Charges in effect at the date of written notification of such partial or total cessation of the Base Contract Amount. However, the City may, at its discretion, waive Purchaser's obligation in the event of nominal reductions based on Purchaser's plans if the City receives prior notice of the plans and concurs in the reduction.

G. Payment

The City agrees to provide a monthly statement of charges for the Contract Rate. Payment is due upon receipt of the statement. Purchaser agrees to pay within 30 days. The Demand Charge shall be billed within 60 days after each Water Year, beginning with the 2025 Water Year. Payment will be in a lump sum due 30 days from receipt of statement.

H. Delivery and Maintenance.

The City shall operate and maintain all Water Transportation Facilities and deliver Water from Abilene's Water Transportation Facilities to the Delivery Point(s).

Purchaser agrees to construct and install all pipelines, valves, fittings, master meter(s), and appurtenances reasonably required to meet the quantity and demand requirements set forth in this Contract. Purchaser agrees to install, operate, and maintain, at Purchaser's sole expense, any necessary pumping station to supply water from the Delivery Point(s) to Purchaser's property. Upon installation of master meter(s) by Purchaser, the City shall own and maintain the master meter(s), as required, to maintain meter accuracy. Purchaser shall own, maintain and have sole control of all facilities and equipment constructed beyond the master metering point which point is depicted on Attachment A.

Both Parties to this Contract shall have access to such metering equipment at all reasonable times. It is the duty of each party to this Contract to notify the other party if any meter is registering inaccurately or malfunctioning so the meter can be promptly repaired. Each meter will be operated and maintained so

as to record with commercial accuracy. The City will notify Purchaser before any meter tests are performed. Either party may request a meter test with the other party having the right to witness such test. If the Purchaser requires that an independent testing service be used, Purchaser shall pay the cost of the testing service if the meter(s) is found to be accurate. If the meter(s) is found to be inaccurate, the City shall pay the costs of the testing service.

The City may temporarily suspend delivery of Reclaimed Water to Purchaser for the purpose of performing maintenance and repairs to the Reclaimed Water Distribution or Transmission Facilities or other parts or components of the City's wastewater system, including its Wastewater Treatment Plant. The City shall endeavor to provide Purchaser with verbal notice prior to suspension of such service and an estimate of when service shall be reestablished.

I. Use of Reclaimed Water.

Any Reclaimed Water delivered by the City shall be used only for Purchaser's Storage Ponds and for irrigation, or any other purpose authorized by 30 Tex. Admin. Code, Chapter 210 (Attachment D) at the Property.

V. **WATER QUALITY**

A. General. Any Reclaimed Water delivered by the City shall be treated wastewater effluent in compliance with applicable State and Federal Law. **RECLAIMED WATER IS NOT INTENDED FOR HUMAN CONSUMPTION OR DOMESTIC PURPOSES AND IS TO ONLY BE USED FOR IRRIGATION PURPOSES, STORAGE POND EVAPORATION MAKEUP, AND FOR ANY OTHER LAWFUL PURPOSE AUTHORIZED under TCEQ rules at 30 Tex. Admin. Code Chapter 210.** Purchaser has satisfied itself that such Reclaimed Water will be suitable for its use; provided that if at any time the quality of Reclaimed Water delivered is dangerous to human health when applied by Purchaser's irrigation system or otherwise less than that required to maintain vigorous, healthy plant growth for the plant material at the Purchaser's facilities, then Purchaser may immediately terminate or suspend this Contract and may refuse acceptance of the Reclaimed Water, and Purchaser will not be liable for any payments for any period of non-acceptance. If the quality of the Reclaimed Water is ever less than that specified in Texas Pollutant Discharge Elimination System Permit No. 10334-004 (Attachment E), then the City shall notify Purchaser orally within twenty-four (24) hours of the City becoming aware of such deficiency, and Purchaser shall have the right to suspend acceptance of Reclaimed Water by notifying the City orally and confirming such suspension in writing within twenty-four (24) hours. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS CONTRACT RELATIVE TO THE QUALITY OF THE RECLAIMED

WATER.

B. Quality Testing. The quality of Reclaimed Water will be tested once per week by City staff. The sampling point will be at the Hamby Water Reclamation Facility. The tests will be conducted to verify that the water quality is in accord with the intended uses identified in this Contract. Results of the tests will be reported to TCEQ on a monthly basis and kept at the Hamby Water Reclamation Facility Wastewater Treatment Plant office for a period of at least five years.

VI. OBLIGATIONS OF PARTIES

1. Obligations of the City.

a. Operation and Maintenance. The City will continuously operate and maintain the Water Transportation Facilities. The schedule for maintenance of these facilities will be incorporated into the City's routine maintenance program schedule.

b. Training. The City agrees to adequately train its operations personnel in the safe production and use of Reclaimed Water as well as the legal requirements for record keeping and reporting. The City will conduct a training and safety meeting for all City and purchaser's maintenance personnel. All new wastewater utility workers will be similarly trained during new employee orientation.

c. Conditions of Service. It is expressly understood and agreed that any obligations on the part of the City to provide Reclaimed Water to Purchaser be (i) conditioned upon the City's ability to maintain all necessary permits, agreements, material, labor, and equipment, provided the City uses commercially reasonable efforts to maintain said permits, agreements, material, labor and equipment, (ii) subject to all present and future valid laws, order, rules, and regulations of the United States of America, the State of Texas, and any government or regulatory body having jurisdiction over the City or its activities; and, (iii) subject to the right of the City to restrict or terminate Reclaimed Water and/or Raw Water deliveries under this Contract due to Extreme Drought conditions; and, (iv) subject to the right of the City to terminate Reclaimed Water deliveries under this Contract when the City finds that Purchaser's use of such water to be noncompliant with the provisions of the TCEQ Reclaimed Water use rules, located at Title 30 Tex. Admin. Code, Chapter 210.

2. Obligations of Purchaser.

a. System Operation and Maintenance. Purchaser shall be responsible to operate and maintain its "Reclaimed Water Distribution Facilities" necessary for the distribution of the Reclaimed Water from the Delivery Point(s), to the place of use, including the use of any Storage Pond and Irrigation System, at its sole risk and expense, including the obtaining of any necessary permits or easements. Nothing in this Contract shall be construed to authorize Purchaser to install any equipment or improvements on property

owned by the City without the express written consent of the City and subject to such reasonable conditions as the City may impose.

b. Operation and Maintenance of Existing Reclaimed Water Distribution Facilities. Purchaser owns and operates existing Reclaimed Water Distribution Facilities which are located on City property, and/or within the City's public right-of-way along Industrial Boulevard. Purchaser is fully responsible for all of the maintenance and repair of those facilities not located within the public right-of-way. The Purchaser is fully responsible for reimbursing the City for any and all costs of the City performing maintenance and repairs of the Purchaser's pipeline facilities located within the City's public right-of-way. Each Party will notify the other when becoming aware of needed maintenance and/or repairs. The City will subsequently bill Purchaser for the entire actual cost for its performing necessary maintenance and repairs.

c. Construction Requirements. Purchaser agrees that it will be responsible for the design of any Reclaimed Water Distribution Facilities and/or Irrigation System in accordance with the provisions of 30 Tex. Admin. Code § 210.25. Construction plans for any new Reclaimed Water Distribution Facilities and/or Irrigation System shall be submitted to the City for review and approval prior to construction in accordance with the provisions of 30 Tex. Admin. Code § 210.25. Purchaser agrees that Reclaimed Water Distribution Facilities shall be constructed with a minimum separation from potable water lines of nine (9) feet whenever possible. When it is not possible to maintain this separation, Purchaser agrees to construct such facilities in accordance with 30 Tex. Admin. Code, Chapter 290, concerning separation of potable and non-potable water piping. Purchaser agrees to use a nondegradable warning tape in the trench of such facilities to reduce the possibility of inadvertent cross connections. Pipe used for construction of any additional Reclaimed Water lines shall be purple, covered with a purple polywrap bag, or marked with purple tape.

d. Storage Ponds. Purchaser agrees that it will be responsible for the design construction or modification, as necessary, of any Storage Ponds, shall be designed or modified to meet the requirements of 30 Tex. Admin. Code § 210.23. Construction plans for any new Storage Pond shall be submitted to the City for review and approval prior to construction in accordance with the provisions of 30 Tex. Admin. Code § 210.23.

e. Hose Bibs, Faucets, Valves. Purchaser agrees that it will be responsible for designing, installing or modifying all hose bibs, faucets, and valves in accordance with the provisions of 30 Tex. Admin. Code § 210.25.a.

f. Signage. Purchaser agrees that it will be responsible for posting signs at all Storage Ponds, hose bibs, faucets, and other points of access to the Reclaimed Water that comply with the requirements of 30 Tex. Admin. Code § 210.25.b.

g. Reclaimed Water Distribution Facilities Operation. Purchaser agrees to operate the Reclaimed Water Distribution Facilities to minimize the risk of inadvertent human exposure. Purchaser agrees that it will operate the Reclaimed Water Distribution Facilities in a manner that will not cause any surface or airborne discharge into waters of the State of Texas or on to any off-premises property outside the control of Purchaser with Reclaimed Water. The Reclaimed Water Distribution Facilities shall not be operated when the earth is frozen or saturated with water. The Purchaser agrees to minimize incidental ponding of water. Purchaser agrees to minimize wet grass conditions in “unrestricted landscaped areas” during the periods such areas could be in use. “Unrestricted landscaped areas” is defined in 30 Tex. Admin. Code § 210.3. Purchaser will also minimize water spray or spray drift reaches any waters of the State of Texas or any off-premises property outside the ownership or control of Purchaser.

h. Syringing Greens. City and Purchaser agree that Purchaser may want to syringe golf course greens during the day to alleviate heat stress experienced by grass. Purchaser agrees that such syringing will be allowed only while the greens are unoccupied and accomplished with handheld hoses.

i. Routine Maintenance. Purchaser agrees to schedule routine maintenance on its Reclaimed Water Distribution Facilities, any Storage Ponds, and the Irrigation System. Purchaser’s routine maintenance schedules shall include a routine check of the sprinkler heads, distribution piping, pumps, valves, and other mechanical equipment. Repairs shall be conducted as necessary. Preventive maintenance on all mechanical equipment shall be as specified by the manufacturer.

j. Discharges Prohibited. Purchaser shall not allow Reclaimed Water contained in any storage Pond, or any other Reclaimed Water, to be discharged to “waters in the state” as that term is defined in Water Code § 26.001, except for discharge directly resulting from rainfall events. In the event of discharge, Purchaser shall comply with the requirements of 30 Tex. Admin. Code § 210.22.

k. Inspection. Purchaser hereby grants the City the right to inspect Purchaser’s Reclaimed Water Distribution Facilities and the Irrigation System, as well as the areas where Reclaimed Water is stored or used for irrigation or any other lawful purpose.

l. Acknowledgement by Purchaser. Purchaser acknowledges its receipt of a copy of the TCEQ Reclaimed Water use rules also located at Title 30 of the Texas Administrative Code, Chapter 210

and further agrees to comply with all requirements and responsibilities under such rules.

VII. FACILITIES CONSTRUCTION

- A. Facilities to be Constructed. As needed, desired, or required by this Contract, Purchaser shall construct or cause to be constructed the Reclaimed Water Distribution Facilities and any Storage Pond(s) (collectively, the Facilities) necessary to distribute and/or store Reclaimed Water. The construction of such Facilities shall meet all applicable rules and regulations of the TCEQ for reclaimed water systems. Prior to Purchaser's use of any Storage Pond, whether new or existing, Purchaser shall ensure that such Storage Pond complies with the requirements of Title 30, Texas Administrative Code, Section 210.23.
- B. Approval of Plans and Specifications. To the extent that new Facilities are proposed by Purchaser, Purchaser shall develop plans and specifications for such Facilities and submit such plans and specifications to the City for review and approval prior to the construction of same.
- C. Inspection. Purchaser's engineer shall inspect any new Facilities being constructed, and the City shall provide periodic inspection during construction.

VIII. AGREEMENT

Entire Agreement. This Contract, including Attachments A, B, C, D, and E, comprises the entire Contract of the Parties, and any prior representations, warranties, agreements, promises, or negotiations, verbal or otherwise, pertaining to this agreement not expressly set forth in this written agreement are of no force and effect.

This Contract shall be binding upon and shall inure to the benefit of the respective successors and/or assigns of the City and Purchaser.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed.

CITY OF ABILENE:

PURCHASER: THOMPSON GOLF GROUP, LLC

City Manager

BY: *RTM*
Ryan Thompson, Managing Member

Attest:

City Secretary

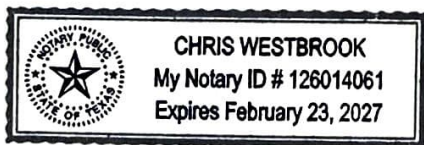
Approved:

City Attorney

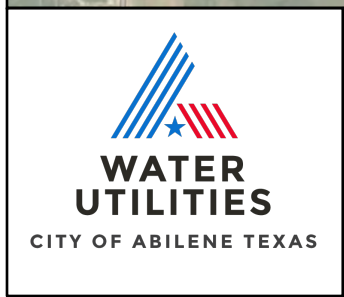
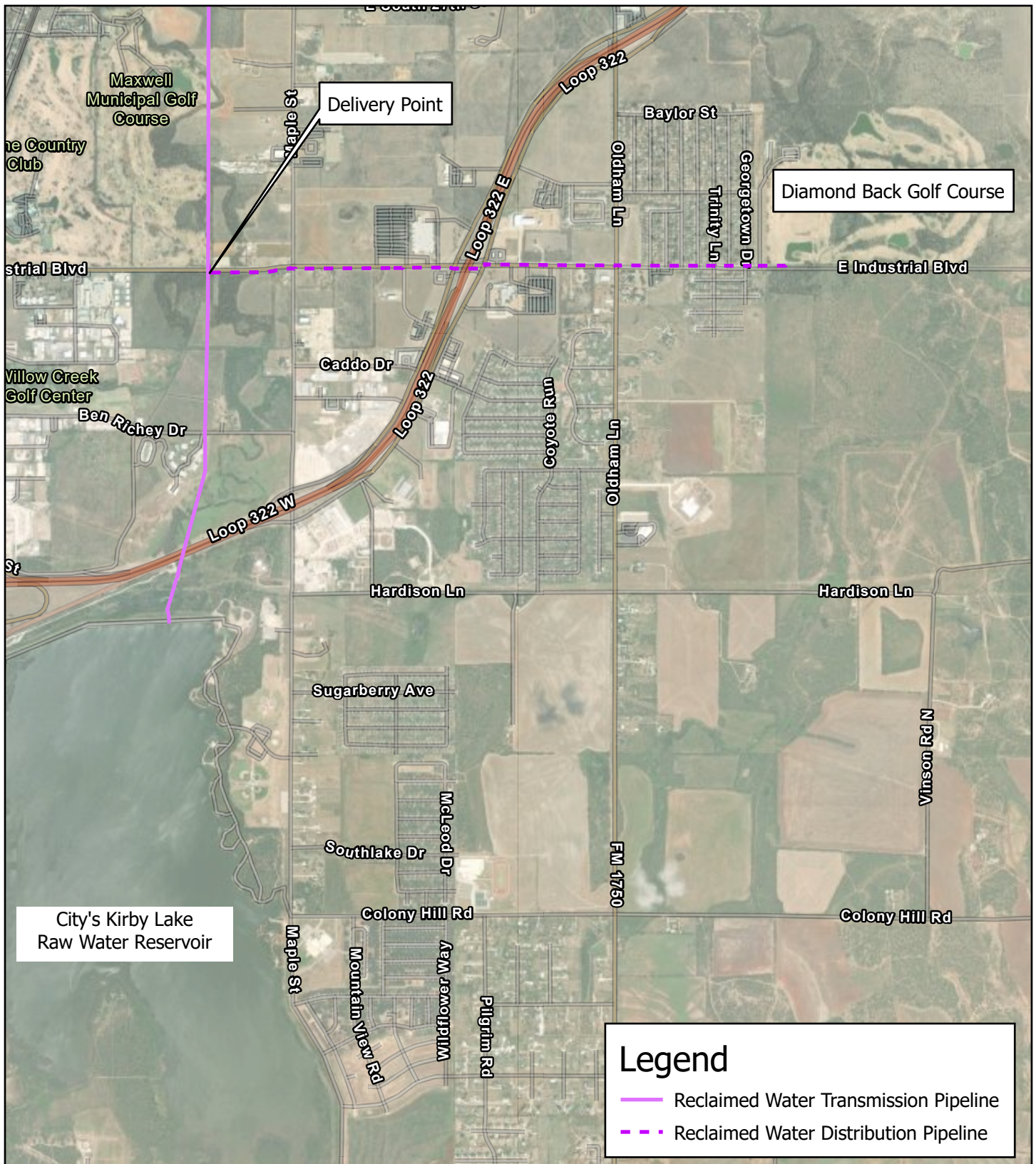
ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TAYLOR§

This instrument was acknowledged before me on September 16, 2024, by *Ryan Thompson*,
on behalf of said company. *Managing Member*

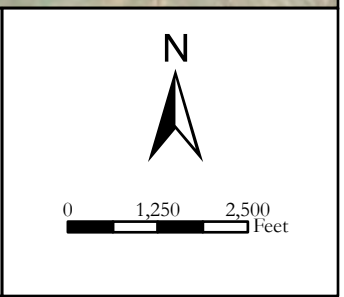


cli Knuth
Notary Public, State of Texas



Attachment A

**Reclaimed/Raw Water
Transmission & Distribution
Facilities**



ATTACHMENT B - Diamondback National Golf Club



ARTICLE VI. WATER CONSERVATION PLAN

DIVISION 1. GENERALLY

Sec. 32-140. Declaration of policy.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire prevention and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Abilene (the City) hereby adopts the following regulations and restrictions on the delivery and consumption of water.
- (b) Water uses regulated or prohibited under this water conservation plan (the plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in sections 32-147 through 32-155 of this plan.
- (c) No person shall make, cause, use or permit the use of water from the City of Abilene Water Utility System for residential, commercial, industrial, agricultural, wholesale, governmental or any other purpose in a manner contrary to provisions of this plan or in an amount in excess of that use permitted by the water conservation stage in effect pursuant to action taken by the Mayor or his/her designee in accordance with the provisions of this plan.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03; Ord. No. 27-2022, pt. I(Exh. A), 7-14-22)

Sec. 32-141. Authorization.

The Mayor, Mayor Pro Tempore, and the City Manager are hereby authorized to exercise those powers considered to be reasonable or necessary for the protection of persons or property in assessing the current state of our water supply and to implement or terminate any stage or portion of the water conservation plan. In the event that the triggering criteria specified in section 32-145 of the plan have been met for Stage 3 Water Emergency, or Stage 4 Water Crisis water shortage conditions, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with V.T.C.A., Water Code § 11.039. Implementation and termination of any stage may occur, but is not mandated to occur, when conditions warrant.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03; Ord. No. 28-2020, pt. 1(Exh. A), 7-23-20; Ord. No. 27-2022, pt. I(Exh. A), 7-14-22)

Sec. 32-142. Application.

- (a) The provisions of this plan shall apply to persons, customers, and property utilizing the City water utility system wherever situated, including customers such as water supply corporations, and any others that receive water from the City of Abilene on a contract basis. The City shall include a provision in every wholesale water contract entered into or renewed, including contract extensions, that in case of shortage of water in the City's water supply, the water to be distributed shall be divided by the City in accordance with

V.T.C.A., Water Code § 11.039 among all users pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

- (b) The City of Abilene contracted with qualified professional engineers to model and evaluate the City's water supply resources from the perspective of drought endurance. It was determined that the combined available capacity from Hubbard Creek Reservoir (HCR) and Lake Fort Phantom Hill (LPFH) is the best indicator of the severity of Abilene's regional drought conditions. The water conservation triggers are primarily based on the combined available capacity of those two (2) water supply sources.
- (c) The City utilizes a variety of alternative water sources including an extensive nonpotable reuse program, and an indirect potable water reuse system. The City encourages its customers to utilize alternative water sources during periods of water shortage. These water use restrictions do not apply to the utilization of alternative water sources including nonpotable water and groundwater (well water). Customers using water from private groundwater wells on days other than those designated in this plan, or those watering from private groundwater wells during the hours of 10:00 a.m. and 6:00 p.m., must post a sign stating: "WELL WATER." The sign must be properly sized and posted so it is visible from the street. The City strongly encourages the use of alternative water sources from groundwater for landscape purposes.
- (d) These water use restrictions do apply to those persons without a reclaimed water contract who divert raw surface water from Lake Kirby or Lake Fort Phantom Hill for landscape irrigation. Whenever the term or reference to water, or potable water or similar and like words are used in this "water conservation plan," it shall be understood to include the use of raw surface water from Lake Kirby and Lake Fort Phantom Hill for landscape irrigation.
- (e) These water use restrictions do apply to the time for the use of treated wastewater (reclaimed water) for landscape irrigation. Use of reclaimed water or raw water under a reclaimed water contract for landscape irrigation is only allowed during the hours of 12:00 midnight to 10:00 a.m., and from 6:00 p.m. until 12:00 midnight. All other uses of reclaimed water shall be in accordance with Title 30 Texas Administrative Code, Chapter 210 and the City of Abilene's Authorization No. R10334-004, as amended.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03; Ord. No. 61-2014, pt. 1 (Exh. A), 10-9-14; Ord. No. 28-2020, pt. 1(Exh. A), 7-23-20; Ord. No. 27-2022, pt. I(Exh. A), 7-14-22)

Sec. 32-143. Regional water planning groups and public involvement and education.

- (a) *Sec. 32-143.1 Coordination with regional planning groups.*

The service area of the City is currently located within the Brazos G Regional Water Planning Group. The City will cooperate and provide information regarding the plan to applicable regional water planning groups.

- (b) *Sec. 32-143.2 Public involvement.*

The adoption of this plan and any amendments will provide for public input at a public hearing held in conjunction with one of the readings of said ordinance enacting the plan or amendments thereto.

- (c) *Sec. 32-143.3 Public education of action on water conservation stages.*

In conjunction with section 32-141, the initiation and termination of any drought response stage (water conservation stage) shall be announced to the public and wholesale customers at a media conference, and shall become effective immediately upon such announcement. In addition to public announcements of initiation and termination of a water conservation stage and year-round water use management information, continuing public education and information regarding the plan shall be publicized via posting on the City's website.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03; Ord. No. 28-2020, pt. 1(Exh. A), 7-23-20; Ord. No. 27-2022, pt. I(Exh. A), 7-14-22)

DIVISION 2. WATER CONSERVATION PLAN PROCEDURES

Sec. 32-144. Year-round water use management.

To conserve water supplies available to the City of Abilene, year-round water use management shall be implemented to restrict certain potable water use activities by all customers of the City of Abilene Water Utility System.

When conditions warrant, pursuant to section 32-141, the water conservation plan will be implemented in accordance with the applicable provisions of this plan.

- (1) *Year-round water use management.* The following year-round provisions shall apply to all potable water customers of the City of Abilene Water Utility System:
 - a. **Watering days:** Customers are encouraged to conserve water by watering their lawn areas only once every seven (7) days on one (1) of their designated watering days.
 1. A customer's watering day is determined by the last digit of the house number or property address. Multi-unit properties will use the lowest address number. Customers on rural routes will use the last number of their post office box number or their route number if they do not have a post office box number. Customers at Ft. Phantom Lake will use the last number of their lake lot. Customers in trailer parks will use the last number of their lot number.
 2. When combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill is above fifty (50) percent, the following three-day a week watering schedule applies:

Designated Watering Days:	
Wednesday, Friday, Sunday	Odd numbered addresses
Tuesday, Thursday, Saturday	Even numbered addresses
Monday, Wednesday, Friday	Industrial, commercial, government customers, public and private schools and universities

3. When combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill is between forty and fifty (40—50) percent, the following two-day a week watering schedule applies:

Designated Watering Days:	
Thursday, Sunday	Odd numbered addresses
Tuesday, Saturday	Even numbered addresses
Monday, Friday	Industrial, commercial, government customers, public and private schools and universities

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- b. Watering times: Watering by all commercial, industrial, and residential customers utilizing individual sprinklers, or sprinkler systems, on lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on designated day(s) and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.
 - c. Watering of gardens, flowerbeds, trees and shrubs is permitted at any time of any day if:
 - 1. A garden hose is used and is held in the hand during the duration of the irrigation event, or
 - 2. A faucet-filled container of five (5) gallons or less is used, or
 - 3. A drip irrigation system such as a soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.
 - d. Irrigation of lawns is permitted at any time on any day if:
 - 1. A garden hose is used and is held in the hand during the duration of the irrigation event, or
 - 2. A faucet-filled container of five (5) gallons or less is used,
 - 3. A drip irrigation system shall not be used to irrigate lawns except on designated days and at designated times.
 - e. New lawns that have been seeded (not to include re-seeding or overseeding existing turf), sodded or mulched may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period six (6) months thereafter or the re-tilling of an area equaling at least fifty (50) percent of an existing yard.
 - f. Water wsting. The following uses of water are defined as "waste of water" and are absolutely prohibited:
 - 1. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - 2. Failure to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
 - 3. Operating a permanently installed irrigation system with a broken sprinkler head; a sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or a sprinkler head that is misting due to high pressure.
 - g. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety, and welfare. The Director of Water Utilities will review written requests on a case-by-case basis for the purchase and withdrawal of fire hydrants for land development and building construction processes.
 - h. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering days.
 - i. Water may be added to swimming pools to sustain appropriate maintenance levels only on the customer's regularly designated watering days.
 - j. The operation of charity car washes must:

1. Not allow water to run off more than seventy-five (75) feet, and
 2. Use hoses with on/off nozzles and buckets.
- k. Large-scale recreational development, such as, but not limited to, water parks, shall submit a plan to the Director of Water Utilities that detail expected water consumption and maintenance requirements. Any deviation from the requirements of this division will be resolved on a case-by-case method.
- (2) Administrative enforcement, presumption of ownership & control; Hearing Officers; administration of hearings, hearings, appeals, payment, subsequent violations, fees, and requests for variances as pertaining to year-round water use management are addressed in sections 32-147 through 32-156.
- (Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03; Ord. No. 27-2022, pt. I(Exh. A), 7-14-22)

Sec. 32-145. Water conservation stages.

(a) *Watering days.*

- (1) During water conservation stages, a customer's watering day is determined by the last digit of the house number or property address. Multi-unit properties will use the lowest address number. Customers on rural routes will use the last number of their post office box number or their route number if they do not have a post office box number. Customers at Ft. Phantom Lake will use the last number of their lake lot. Customers in trailer parks will use the last number of their lot number.

If a residential customer's last number is:	Customer's watering day is:
7 or 8	Sunday
9	Monday
0	Tuesday
1	Wednesday
2	Thursday
3 or 4	Friday
5 or 6	Saturday

For example: If an address is 555 Walnut Street, the last number is five (5) and the watering day is Saturday.

For purposes of this section only, residential usage includes single-family residences, multifamily residences and apartment complexes. Non-residential customers shall follow the above schedule with the exception of the following changes:

7 or 8	Wednesday
5 or 6	Tuesday

- (2) Bi-weekly watering as prescribed in Stage 2 will occur according to location in east or west sides of the City, bounded on the north side of the City by Grape St. and then Pine St. to the north City limits (north of Grape St.) and on the south side of the City by Sayles Blvd. to Buffalo Gap Road and then Buffalo Gap Road to the south City limits.

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- (3) Entities with large, open spaces (e.g., schools, universities, city parks, golf courses) using potable water may submit alternate watering schedules to the Director of Water Utilities except as otherwise prohibited in this division. Upon his/her written approval acknowledged by the entity in question, these entities may follow the approved schedule rather than the calendar system, and will be held responsible for all the provisions of this division, based on the approved schedule.
- (b) *Stage 1 Water Alert—Implementation criteria.* Combined treatment plant pumpage in excess of forty-five (45.0) MGD for two (2) consecutive days (while in year-round water use management trigger parameters); or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight; or, combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill is between thirty to forty (30–40) percent, or any unforeseen conditions that may occur that cause the City Manager to inform the Mayor of implementation.

Upon announcement and implementation by the City of Stage 1 Water Alert, the following restrictions shall apply to all persons during Stage 1 Water Alert:

(1) *Landscape irrigation.*

- a. Irrigation by all commercial, industrial, (including agricultural irrigation), and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every seven (7) days and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

1. A garden hose is used and is held in the hand during the duration of the irrigation event, or
2. A faucet-filled container of five (5) gallons or less is used, or
3. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Irrigation of LAWNS is permitted at any time on any day if:

1. A garden hose is used and is held in the hand during the duration of the irrigation event, or
2. A faucet-filled container of five (5) gallons or less is used.

A drip irrigation system shall not be used to irrigate lawns except on designated days and at designated times.

- b. New lawns that have been seeded (not to include re-seeding or overseeding existing turf), sodded or mulched may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period six (6) months thereafter or the re-tilling of an area equaling at least fifty (50) percent of a new yard.

(2) *Vehicle washing.*

- a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial

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- service station or at any location including a residence by using a five-gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.
- b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.
 - c. Charity car washes are prohibited.
- (3) Water may be added to swimming pools to sustain appropriate maintenance levels only on designated irrigation days.
 - (4) Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.
 - (5) Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.
 - (6) The following uses of water are defined as "waste of water" and are absolutely prohibited:
 - a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.
 - c. Operating a permanently installed irrigation system with:
 - 1. A broken sprinkler head;
 - 2. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or
 - 3. A sprinkler head that is misting due to high pressure.
 - d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health and safety hazards, or to prepare an area for pavement repair or application.
 - (7) *Commercial and industrial users.*
 - a. Commercial and industrial users of water shall, in addition to complying with other applicable articles in this division, reduce their monthly consumption of water by a minimum of fifteen (15) percent compared to use during the same month of the previous year.
 - b. Industrial users may, in order to justify water use, present a conservation plan for approval by the Director of Water Utilities.
 - c. Golf courses will submit a conservation plan for approval by the Director of Water Utilities if potable irrigation water is to be used.
 - (c) *Stage 2 Water Warning—Implementation criteria.* Combined treatment plant pumpage in excess of forty (40.0) MGD for two (2) days (while in Stage 1 Water Alert trigger parameters); or, continually falling water storage facility levels which do not refill above forty (40) percent overnight or, combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill is between twenty to thirty (20—30) percent or, major line

breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to inform the Mayor of implementation.

Upon announcement and implementation by the City of Stage 2 Water Warning, the following restrictions shall apply to all persons during Stage 2 Water Warning:

(1) *Landscape irrigation.*

- a. Irrigation by all commercial, industrial and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every two (2) weeks and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

1. A garden hose is used and is held in the hand during the duration of the irrigation event, or
2. A faucet-filled container of five (5) gallons or less is used, or
3. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Irrigation of lawns is permitted at any time on any day if:

1. A garden hose is used and is held in the hand during the duration of the irrigation event, or
2. A faucet-filled container of five (5) gallons or less is used.

A Drip irrigation system shall not be used to irrigate lawns except on designated days and at designated times.

- b. New lawns may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retilling or any replanting or reseeding of existing lawns shall not qualify for new lawn status in this section.

(2) *Vehicle washing.*

- a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five-gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.
- b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.
- c. Charity car washes are prohibited.

- (3) Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation day.

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- (4) Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.
 - (5) Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.
 - (6) The following uses of water are defined as "waste of water" and are absolutely prohibited:
 - a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
 - c. Operating a permanently installed irrigation system with:
 - 1. A broken sprinkler head;
 - 2. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or
 - 3. A sprinkler head that is misting due to high pressure.
 - d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.
 - (7) *Commercial and industrial users.*
 - a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.
Individual allotments may be adjusted by the Director based on historical water usage conservation practices of customer. The other restrictions of Stage 2 still apply to commercial and industrial users.
 - b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.
 - c. Golf courses using potable water will reduce consumption by thirty (30) percent of contracted amount.
 - (d) Stage 3 Water Emergency—Implementation criteria. Combined treatment plant pumpage in excess of thirty-six (36) MGD for three (3) days (while in Stage 2 Water Warning trigger parameters), or depletion of the combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill to less than twenty (20) percent or major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to inform the Mayor of implementation.

Upon announcement and implementation by the City of Stage 3 Water Emergency, the following restrictions shall apply to all persons during Stage 3 Water Emergency:
 - (1) *Landscape irrigation.* Irrigation of gardens, flowerbeds, trees and shrubs (not lawns) by all commercial, industrial, and residential customers is permitted at any time on any day only if:
 - a. A garden hose is used and is held in the hand during the duration of the irrigation event, or
 - b. A faucet-filled container of five (5) gallons or less is used, or

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- c. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets,
 - d. New lawns may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retilling or any replanting or reseeding of existing lawns shall NOT qualify for new lawn status in this section.

Watering of existing lawns is prohibited at any time.

(2) *Vehicle washing.*

- a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station.
 - b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.
 - c. Charity car washes are prohibited.
- (3) Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation days. New construction of swimming pools is prohibited.
- (4) Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day. New construction of ornamental fountains is prohibited.
- (5) Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.
- (6) The following uses of water are defined as "waste of water" and are absolutely prohibited:
- a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
 - c. Operating a permanently installed irrigation system with:
 - 1. A broken sprinkler head;
 - 2. A sprinkler head that is spraying over a street or a parking lot because it is out of adjustment; or
 - 3. A sprinkler head that is misting due to high pressure.
 - d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

(7) *Commercial and industrial users.*

- a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurrence	Subsequent Occurrence(s)
First 5,000 gallons over allowed amount per 1,000 gallons	\$5.00	\$10.00
Next 5,000 gallons per 1,000 gallons	\$10.00	\$20.00
For higher usage per 1,000 gallons	\$20.00	\$30.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 3, the customer's water may be turned off and there will be a two hundred fifty dollar (\$250.00) re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage conservation practices of customer. The other restrictions of Stage 3 still apply to commercial and industrial users.

- b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.
- c. Each golf course using potable water will reduce consumption by fifty (50) percent of contracted amount.
- (e) *Stage 4 Water Crisis—Implementation criteria.* Loss of capability to provide water service or contamination of supply source, or any unforeseen/unexpected conditions that may occur that cause the City Manager to inform the Mayor of implementation.

Upon announcement and implementation by the City of Stage 4 Water Crisis, the following restrictions shall apply to all persons during Stage 4 Water Crisis:

- (1) All outdoor irrigation of vegetation including existing lawns, using potable water is prohibited.
- (2) New lawns may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retilling or any replanting or reseeding of existing lawns shall NOT qualify for new lawn status in this section.
- (3) Only washing of mobile equipment in the critical interest of the public health or safety shall be allowed.
- (4) The filling, refilling or adding of water to swimming and/or wading pools is prohibited. The construction of new swimming pools is prohibited.
- (5) The operation of any ornamental fountain or similar structure is prohibited. The construction of new ornamental fountains is prohibited.
- (6) Use of water from fire hydrants shall be limited to firefighting and related activities or other activities necessary to maintain public health, safety and welfare. Water for domestic use only may be purchased from the bulk loading station.

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- (7) The following uses of water are defined as "waste of water" and are absolutely prohibited:
- a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
 - c. Operating a permanently installed irrigation system with:
 1. A broken sprinkler head;
 2. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or
 3. A sprinkler head that is misting due to high pressure.
 - d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards.

(8) *Commercial and industrial users.*

- a. Commercial and industrial users of water (for other than drinking water and restrooms) shall continue to maintain at least a fifteen (15) percent reduction of water use compared to use during the same month of the previous year.

A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurrence	Subsequent Occurrence(s)
First 5,000 gallons over allowed amount per 1,000 gallons	\$10.00	\$20.00
Next 5,000 gallons, per 1,000 gallons	\$20.00	\$40.00
For higher usage, per 1,000 gallons	\$30.00	\$60.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 4, then after each such overuse these surcharges will be added and the customer's water may be turned off and there will be a five hundred dollar (\$500.00) re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage and conservation practices of the customer. The other restrictions of Stage 4 still apply to commercial and industrial users.

- b. Water used for industrial purposes not in the immediate interest of the public health, safety and welfare will be curtailed to the extent necessary to effectuate the needs and purposes of this plan.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03; Ord. No. 28-2020, pt. 1(Exh. A), 7-23-20; Ord. No. 27-2022, pt. I(Exh. A), 7-14-22)

Sec. 32-146. Target water use goals.

The following target goals for water use are established for use during water conservation stages as contained in section 32-145:

- (1) *Stage 1. Water alert—Target water use goal:* Combined treatment plant production less than forty-five (45.0) million gallons per day (MGD) for all Abilene water treatment facilities.
- (2) *Stage 2. Water warning—Target water use goal:* Combined treatment plant production less than forty (40.0) MGD for all Abilene water treatment facilities.
- (3) *Stage 3. Water emergency—Target water use goal:* Combined treatment plant production less than thirty-six (36.0) MGD for all Abilene water treatment facilities.
- (4) *Stage 4. Water crisis—Target water use goal:* Combined treatment plant production less than thirty (30) MGD for all Abilene water treatment facilities.

(Ord. No. 9-2005, pt. 1(Exh. A), 4-14-05; Ord. No. 27-2022, pt. I(Exh. A), 7-14-22)

DIVISION 3. WATER CONSERVATION PLAN ENFORCEMENT

Sec. 32-147. Administrative enforcement.

- (a) Violations of this plan are declared to be civil penalties with remedies being fines paid directly to municipal court. Non-payment of fines will result in surcharges assessed to the customer's water utility bill. Each violation of a particular component of this plan shall constitute a separate violation, and each day a violation continues shall be considered a new violation for purposes of enforcement and enhancement.
- (b) The surcharge will be in addition to the regular water utility bill amount. The water utility office may discontinue water service to the premises if the surcharge is not paid as required under the plan. Any person whose service is discontinued for failure to pay the surcharge shall not be restored until payment of a reconnection charge and any other costs incurred by the City in discontinuing service.
- (c) The City's authority to seek injunctive or other civil relief available under the law is not limited by this section.
- (d) The following procedures shall apply to anyone contesting the penalties for violating the plan. The hearing process shall be a two-phase hearing process with the final phase being heard before the municipal Clerk/Administrator or deputy in charge of hearing appeals.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-148. Presumption of ownership and control.

- (a) *Presumption of ownership/control.* Any person, including a person classified as a water customer of City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.
- (b) All notices shall be issued to the person or entity whose name appears on the water bill.

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- (c) In any case of a violation of any terms or provisions of this plan by any corporation, business, partnership, or entity, the officers and/or agents actively in charge of the business or entity shall be subject to the penalty provided herein.
 - (d) If a customer is irrigating during a time period or on a day when irrigation is not permitted for the street address of that customer and a City worker cannot find any person at that street address to turn off the irrigation system, the City worker may enter the property and turn off the irrigation system and/or the water source.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-149. Hearing Officers.

- (a) There shall be designated a Hearing Officer(s) who shall be appointed by the municipal court Clerk/Administrator.
- (b) Hearing Officer(s) shall have the authority to administer oaths and to issue orders compelling the attendance of witnesses and the production of documents.
- (c) An order compelling the attendance of witnesses or the production of documents may be enforced by the municipal court.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-150. Administration of hearings.

- (a) The administrative adjudication process for plan violations shall be initiated by the issuance of a notice which may be issued by a peace officer or other authorized enforcement agent. Authorized enforcement agents shall include any Police Officer, water utilities worker, City Marshal, or other employee of the City designated by the City Manager to enforce the provisions of this Code in regard to the plan.
- (b) The notice may be issued by affixing it to the front door of the property in question, in a conspicuous place.
- (c) The notice shall provide that the person charged with violation of the plan shall have the right of hearing to determine the validity for the charged offense. Such right to a hearing shall be exercised by mail or by appearing in person before a Hearing Officer within ten (10) days from the date of the notice.
- (d) The original or any copy of the notice or summons is a record kept in the ordinary course of business in the City and is rebuttable proof of the facts it contains.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-151. Hearings.

- (a) At the hearing before the Hearing Officer, the violator may admit, admit with explanation, or deny the alleged infraction. It is not a defense to the offense that the violator did not intend the alleged infraction, there being no culpable mental state required for the infraction.
- (b) The issuing officer shall not be required to attend the hearing.
- (c) It is not required that the City's Attorney attend the hearing. Provided, however, that if the defendant is represented by legal counsel at the hearing, the Hearing Officer shall notify the City Attorney who shall have a right to appear on behalf of the City at said hearing.

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- (d) No formal or sworn complaint shall be necessary. The Hearing Officer shall examine the contents of the notice and the evidence related to ownership of the property in question and shall hear and review the testimony and evidence presented by the violator. If the Hearing Officer determines by the preponderance of the evidence that the infraction was committed by the violator, he shall find the violator responsible and assess a fine.
 - (e) At the conclusion of the hearing, the Hearing Officer shall issue an order stating whether or not the person charged is responsible for the violation of the plan and the amount of the fine assessed against him. The order shall be filed with the Clerk of the municipal court. All such orders shall be kept in a separate index or file by the municipal court Clerk using appropriate data processing techniques.
 - (f) Failure of a person charged with the offense to appear at a hearing within the aforesaid ten-day period shall be considered an admission of liability for the charged offense.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-152. Appeals.

- (a) A person determined by the Hearing Officer to be in violation of any provision of the plan may appeal this determination to the municipal court Clerk or a deputy so designated to hear plan appeals.
- (b) The appeal must be instituted by filing a written petition, not later than the tenth day after the filing of the Hearing Officer's order, with the Clerk of the municipal court along with payment of a nonrefundable administrative appeal filing fee in the amount of ten dollars (\$10.00).
- (c) After filing a petition for appeal, the municipal Clerk shall schedule a hearing and notify all parties of the date, time, and place of the hearing.
- (d) The appeal hearing shall be a de novo review. The municipal court Clerk shall examine the evidence presented at the appellate hearing and if the court Clerk determines by the preponderance of the evidence that the infraction was committed by the violator, the court Clerk shall find the violator responsible therefore.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-153. Payment.

- (a) Any person alleged to have violated the plan who merely desires to make payment shall provide same to the municipal court Clerk in charge of water violations within ten (10) days after receiving notice of said violation.
- (b) Any person alleged to have violated the plan and who fails to appear within the ten (10) days as reflected in subsection 32-150(c) above shall be assessed a surcharge on their next water bill in the amount of the minimum fine.
- (c) Any person found to have violated the plan by the Hearing Officer shall pay the fine within ten (10) days of said hearing or the fee shall be assessed in a surcharge on the violator's next water bill.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-154. Subsequent violations; increased fees; discontinuation of service; injunctive relief.

- (a) Subsequent violations of the plan shall result in increased fine or upon the occurrence of three (3) violations, after notice, the discontinuation of services. Services discontinued under this provision shall be restored only upon payment of a reconnection fee and any other costs incurred by the City in discontinuing service.
- (b) Compliance with the plan may also be sought through injunctive relief in district court.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-155. Fines—Minimum and maximum.

- (a) Any person, firm, or corporation found to have violated any provision of the plan, shall be assessed a fine in an amount not to exceed one thousand dollars (\$1,000.00) for each offense, the amount to be determined by the Hearing Officer in his reasonable discretion, subject to review on appeal to the municipal court Clerk.
- (b) Unless higher amounts are required by state law or a lesser amount is determined by the Hearing Officer or municipal court Clerk or so designated deputy, the minimum fines for violating the plan shall be as follows:
 - (1) Violation of year-round water use management, first offense\$50.00
 - (2) Violation of year-round water use management, second offense75.00
 - (3) Violation of year-round water use management, subsequent offenses250.00
 - (4) Violation of Stage 1, first offense50.00
 - (5) Violation of Stage 1, second offense75.00
 - (6) Violation Stage 1, subsequent offenses250.00
 - (7) Violation of Stage 2, first offense100.00
 - (8) Violation of Stage 2, second offense150.00
 - (9) Violation of Stage 2, subsequent offenses500.00
 - (10) Violation of Stage 3 or 4, first offense250.00
 - (11) Violation of Stage 3 or 4, second offense500.00
 - (12) Violation of Stage 3 or 4, subsequent offenses1,000.00
 - (13) Reconnect fees for failure to pay the surcharge250.00
 - (14) Reconnect fees for repeated violations of the plan500.00
- (c) It is an affirmative defense to any violation of this article if the customer proves that the misused wasted water is from an operable water well serving said property.
- (d) Fraudulent misrepresentation of well water use will result in a five hundred dollar (\$500.00) fine.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-156. Requests for variance.

Requests for variance should be made in writing to the Director of Water Utilities. Requests must include name of customer, location, type of variance requested, reason for variance request and duration of deviation from this plan. Upon the Director's written approval acknowledged by the entity in question, these entities may follow the requested variance and will be responsible for all other provisions of this article.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Sec. 32-157. Severability.

If any provision or any section of this plan shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of the plan, which shall remain in full force and effect.

(Ord. No. 21-2003, pt. 1(Exh. A), 5-22-03)

Secs. 32-158, 32-159. Reserved.

SUBCHAPTER A: GENERAL PROVISIONS
§§210.1 - 210.9
Effective February 12, 1997

§210.1. Applicability.

This chapter applies to the reclaimed water producer, provider, and user. If the entity which is the producer of the reclaimed water is the same as the user, then the use of reclaimed water is permissible only if the use occurs after the wastewater has been treated in accordance with the producer's wastewater permit and the permit provides for an alternative means of disposal during times when there is no demand for the use of the reclaimed water. This chapter does not apply to treatment or disposal of wastewater permitted by the commission in accordance with the requirements of Chapter 305 of this title (relating to Consolidated Permits), or to the user of such treated wastewater identified in the producer's wastewater discharge permit authorizing disposal by irrigation. This chapter does not apply to those systems authorized under Chapter 285 of this title (relating to On-Site Wastewater Treatment) which utilizes surface irrigation as an approved disposal method.

Adopted January 8, 1997

Effective February 12, 1997

§210.2. Purpose and Scope.

(a) The purpose of this chapter is to establish general requirements, quality criteria, design, and operational requirements for the beneficial use of reclaimed water which may be substituted for potable water and/or raw water. As defined and specified in this chapter, the requirements must be met by producers, providers, and/or users of reclaimed water. Specific use categories are defined with corresponding reclaimed water quality requirements. These criteria are intended to allow the safe utilization of reclaimed water for conservation of surface and ground water; to ensure the protection of public health; to protect ground and surface waters; and to help ensure an adequate supply of water resources for present and future needs.

(b) The commission has defined other types of reclaimed water activity in separate regulations, including §309.20 of this title (relating to Land Disposal of Sewage Effluent) and §297.1 of this title (relating to Definitions). These regulations do not modify those definitions. The term reclaimed water is limited in scope for the purpose of this rule as defined in §210.3 of this title (relating to Definitions).

(c) Approval by the executive director of a reclaimed water use project under this chapter does not affect any existing water rights. If applicable, a reclaimed

water use authorization in no way affects the need of a producer, provider and/or user to obtain a separate water right authorization from the commission.

(d) Reclaimed water projects approved under this chapter do not require a new or amended waste discharge permit from the commission except as provided in §210.5 of this title (relating to Permits Required). Persons who desire to develop projects not specifically authorized by this chapter may seek authorization pursuant to provisions of Subchapter D or apply for a new or amended waste discharge permit under Chapter 305 of this title (relating to Consolidated Permits).

Adopted January 8, 1997

Effective February 12, 1997

§210.3. Definitions.

The following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise.

(1) Beneficial use--An economic use of wastewater in accordance with the purposes, applicable requirements, and quality criteria of this chapter, and which takes the place of potable and/or raw water that could otherwise be needed from another source. The use of reclaimed water in a quantity either less than or the economically optimal amount may be considered a beneficial use as long as it does not constitute a nuisance.

(2) BOD₅--Five-day biochemical oxygen demand.

(3) CBOD₅--Five-day carbonaceous biochemical oxygen demand.

(4) CFU--Colony forming units.

(5) Domestic wastewater--Waste and wastewater from humans or household operations that are discharged to a wastewater collection system or otherwise enters a treatment works. Also, this includes waterborne human waste and waste from domestic activities such as washing, bathing, and food preparation, including greywater and blackwater, that is disposed in an on-site wastewater system as defined in Chapter 285 of this title (relating to On-Site Wastewater Treatment).

(6) DRASTIC--A classification system for comparing land units on the basis of their vulnerability to ground-water pollution, a detailed description of which is found in Appendix 1 of this chapter.

Figure: 30 TAC §210.3(6)

APPENDIX 1

DRASTIC - An Approach to Ground-Water Pollution Potential Mapping

DRASTIC was developed as a tool for comparing land units on the basis of their vulnerability to ground-water pollution. Artificial classification of natural systems, including aquifers, has been used for years. A system for ranking ground-water pollution potential which took into consideration a relatively large number of parameters had not been developed, however. Through a consensus process, a group sponsored by the National Water Well Association and the Robert S. Kerr Environmental Research Laboratory developed the methodology described in limited detail here.

DRASTIC is a systematic approach for assessing the ground-water pollution potential of hydrogeologic settings. The DRASTIC system is a methodology which involves delineation of hydrogeologic settings and data analysis to develop a single index number which represents the sensitivity of that setting to ground-water pollution potential. The system to some degree depends on subjective, but skilled judgement by the user (Texas Water Commission, 1989).

Hydrogeologic settings are delineated based on seven parameters which are used to develop an index number for each setting. The parameters have been organized to create the acronym DRASTIC.

DRASTIC stands for:

- D - Depth to water
- R - Annual recharge
- A - Aquifer media
- S - Soil media
- T - Topography
- I - Vadose zone impact
- C - Hydraulic conductivity

After index numbers are developed, maps can be constructed to present a graphic display of the pollution potential. Two maps can be generated using the DRASTIC methodology, a map depicting general vulnerability to ground-water pollution and another specifically aimed at pollution from certain agricultural practices.

A generic contaminant is used for this methodology. The contaminant is introduced at the land surface as a solid or liquid and travels to the aquifer with recharge waters derived from precipitation. Mobility of the contaminant is assumed to be equal to that of groundwater and attenuation processes are assumed to go on in the soil, Vadose zone and aquifer.



TPDES PERMIT NO.
WQ0010334004
[For TCEQ office use only - EPA I.D.
No. TX0023973]

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This is a renewal that replaces TPDES
Permit No. WQ0010334004 issued on
December 18, 2014.

PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

RECEIVED

DEC 09 2019

Water Administration

City of Abilene

whose mailing address is

P.O. Box 60
Abilene, Texas 79604

is authorized to treat and discharge wastes from the Hamby Water Reclamation Facility, SIC
Code 4952

located 19000 County Road 309, in Jones County, Texas 79601

via Outfall 001 to Freewater Creek, thence to Deadman Creek, thence to Clear Fork Brazos River
in Segment 1232 of the Brazos River Basin; via Outfall 002 to Kirby Lake, thence to Cedar Creek,
thence to Fort Phantom Hill Reservoir in Segment 1236 of the Brazos River Basin; and via
Outfall 003 direct to Fort Phantom Hill Reservoir in Segment 1236 of the Brazos River Basin.

only according to effluent limitations, monitoring requirements, and other conditions set forth
in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ),
the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does
not grant to the permittee the right to use private or public property for conveyance of
wastewater along the discharge route described in this permit. This includes, but is not limited
to, property belonging to any individual, partnership, corporation, or other entity. Neither does
this permit authorize any invasion of personal rights nor any violation of federal, state, or local
laws or regulations. It is the responsibility of the permittee to acquire property rights as may be
necessary to use the discharge route.

This permit shall expire at midnight, **five years from the date of issuance.**

ISSUED DATE: **November 27, 2019**

A handwritten signature in black ink, appearing to read "T. G. Baker".

For the Commission

INTERIM AND FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTSOutfall Number 001

1. During the period beginning upon the date of issuance and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations: The annual average flow of effluent shall not exceed 18.0 MGD*, nor shall the average discharge during any two-hour period (2-hour peak) exceed 16,667 gallons per minute (gpm).

Effluent Characteristic	Discharge Limitations			Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)					
April - September	7 (1,051)	11	17	One/day	Composite
October - March	10 (1,501)	15	25	One/day	Composite
Total Suspended Solids	15 (2,252)	25	40	One/day	Composite
Ammonia Nitrogen					
April - September	2 (300)	5	7	One/day	Composite
October - March	3 (450)	5	7	One/day	Composite
<i>E. coli</i> , CFU or MPN per 100 ml	126	N/A	399	Five/Week	Grab

* The combined annual average discharge flow limits and the combined effluent load limits for CBOD₅, TSS and NH₃-N for Outfalls 001, 002, and 003 are specified on Page 47, in No. 23 of the Other Requirements section. (The general locations of the outfalls are located in Attachment A.)

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample, when effluent is being discharged. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual. When effluent is being discharged, the chlorine residual shall be monitored daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per day by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): See No. 24, in the Other Requirements section.
6. The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l during the period of April – September and 5.0 mg/l during the period of October – March and shall be monitored once per day by grab sample.
7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

INTERIM AND FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTSOutfall Number 002

1. During the period beginning upon the date of issuance and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations: The annual average flow of effluent shall not exceed 4.0 million gallons per day (MGD).*

Effluent Characteristic	Discharge Limitations			Min. Self-Monitoring Requirements	
	Daily Avg	7-day Avg	Daily Max	Single Grab	Report Daily Avg. & Daily Max.
	mg/l (lbs/day)	mg/l	mg/l	mg/l	Measurement Frequency Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)					
April - September	7 (234)	11	17	25	Two/week Composite
October - March	10 (334)	15	25	35	Two/week Composite
Total Suspended Solids	15 (500)	25	40	60	Two/week Composite
Ammonia Nitrogen					
April - September	2 (67)	5	7	15	Two/week Composite
October - March	3 (100)	5	7	15	Two/week Composite
<i>E. coli</i> , CFU or MPN per 100 ml	126	N/A	399	N/A	One/week Grab

* The combined annual average discharge flow limits and the combined effluent load limits for CBOD₅, TSS and NH₃-N for Outfalls 001, 002, and 003 are specified on Page 47, in No. 23 of the Other Requirements section. (The general locations of the outfalls are located in Attachment A.)

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored once per day by grab sample, when effluent is being discharged. When discharged to Kirby Lake, the effluent shall contain less than 0.1 mg/l chlorine residual. When effluent is being discharged, the chlorine residual shall be monitored daily by grab sample prior to the discharge to the Lake. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.

3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.

4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.

5. Effluent monitoring samples shall be taken at the following location(s): See No. 24, in the Other Requirements section.

6. The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l during the period of April - September and 5.0 mg/l during the period of October - March and shall be monitored twice per week by grab sample.

7. The annual average flow shall be reported monthly.

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTSOutfall Number 003

1. During the period beginning upon the date of issuance and lasting through the completion of upgrading the facility to the 22.0 million gallons per day (MGD) facility, the permittee is authorized to discharge subject to the following effluent limitations: The annual average flow of effluent shall not exceed 7.0 million gallons per day (MGD).*

Effluent Characteristic	Discharge Limitations			Min. Self-Monitoring Requirements		
	Daily Avg	7-day Avg	Daily Max	Single Grab	Report Daily Avg. & Daily Max.	Sample Type
	mg/l (lbs/day)	mg/l	mg/l	mg/l	Measurement Frequency	
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)						
April - September	7 (409)	11	17	25	Two/week	Composite
October - March	10 (584)	15	25	35	Two/week	Composite
Total Suspended Solids	15 (876)	25	40	60	Two/week	Composite
Ammonia Nitrogen						
April - September	2 (117)	5	7	15	Two/week	Composite
October - March	3 (175)	5	7	15	Two/week	Composite
Total Phosphorus	Report (Report)	N/A	Report	N/A	Two/week	Composite
<i>E. coli</i> , CFU or MPN per 100 ml	126	N/A	399	N/A	Three/week	Grab

* The combined annual average discharge flow limits and the combined effluent load limits for CBOD₅, TSS and NH₃-N for Outfalls 001, 002, and 003 are specified on Page 47, in No. 23 of the Other Requirements section. (The general locations of the outfalls are located in Attachment A.)

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample, when effluent is being discharged. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual. When effluent is being discharged, the chlorine residual shall be monitored daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): See No. 24 in the Other Requirements section.
6. The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l during the period of April - September and 5.0 mg/l during the period of October - March and shall be monitored twice per week by grab sample.
7. The annual average flow shall be reported monthly.

FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTSOutfall Number 003

1. During the period beginning upon the date completion of upgrading the facility to 22.0 million gallons per day (MGD) and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations: The annual average flow of effluent shall not exceed 7.0 MGD.*

Effluent Characteristic	Discharge Limitations			Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)					
April - September	7 (409)	11	17	Two/week	Composite
October - March	10 (584)	15	25	Two/week	Composite
Total Suspended Solids	15 (876)	25	40	Two/week	Composite
Ammonia Nitrogen					
April - September	2 (117)	5	7	Two/week	Composite
October - March	3 (175)	5	7	Two/week	Composite
Total Phosphorus	Report (Report)	N/A	Report	Two/week	Composite
<i>E. coli</i> , CFU or MPN per 100 ml	126	N/A	399	Three/week	Grab

* The combined annual average discharge flow limits and the combined effluent load limits for CBOD₅, TSS and NH₃-N for Outfalls 001, 002, and 003 are specified on Page 47, in No. 23 of the Other Requirements section. (The general locations of the outfalls are located in Attachment A.)

- The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample, when effluent is being discharged. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual. When effluent is being discharged, the chlorine residual shall be monitored daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
- The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.
- There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
- Effluent monitoring samples shall be taken at the following location(s): See No. 24, in the Other Requirements section.
- The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l during the period of April – September and 5.0 mg/l during the period of October – March and shall be monitored twice per week by grab sample.
- The annual average flow shall be reported monthly.

DEFINITIONS AND STANDARD PERMIT CONDITIONS

As required by Title 30 Texas Administrative Code (TAC) Chapter 305, certain regulations appear as standard conditions in waste discharge permits. 30 TAC § 305.121 - 305.129 (relating to Permit Characteristics and Conditions) as promulgated under the Texas Water Code (TWC) §§ 5.103 and 5.105, and the Texas Health and Safety Code (THSC) §§ 361.017 and 361.024(a), establish the characteristics and standards for waste discharge permits, including sewage sludge, and those sections of 40 Code of Federal Regulations (CFR) Part 122 adopted by reference by the Commission. The following text includes these conditions and incorporates them into this permit. All definitions in TWC § 26.001 and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

1. Flow Measurements

- a. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with one million gallons per day or greater permitted flow.
- b. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- c. Daily maximum flow - the highest total flow for any 24-hour period in a calendar month.
- d. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.
- e. 2-hour peak flow (domestic wastewater treatment plants) - the maximum flow sustained for a two-hour period during the period of daily discharge. The average of multiple measurements of instantaneous maximum flow within a two-hour period may be used to calculate the 2-hour peak flow.
- f. Maximum 2-hour peak flow (domestic wastewater treatment plants) - the highest 2-hour peak flow for any 24-hour period in a calendar month.

2. Concentration Measurements

- a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
 - i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

- ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.
- d. Daily discharge - the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day.

The daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that day.

- e. Bacteria concentration (*E. coli* or Enterococci) - Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the n th root of the product of all measurements made in a calendar month, where n equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
 - f. Daily average loading (lbs/day) - the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).
 - g. Daily maximum loading (lbs/day) - the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.
3. Sample Type
- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

- b. Grab sample - an individual sample collected in less than 15 minutes.
- 4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.
- 5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids that have not been classified as hazardous waste separated from wastewater by unit processes.
- 6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

MONITORING AND REPORTING REQUIREMENTS

1. Self-Reporting

Monitoring results shall be provided at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling and reporting in accordance with 30 TAC §§ 319.4 - 319.12. Unless otherwise specified, effluent monitoring data shall be submitted each month, to the Compliance Monitoring Team of the Enforcement Division (MC 224), by the 20th day of the following month for each discharge which is described by this permit whether or not a discharge is made for that month. Monitoring results must be submitted online using the NetDMR reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. Monitoring results must be signed and certified as required by Monitoring and Reporting Requirements No. 10.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Clean Water Act (CWA); TWC §§ 26, 27, and 28; and THSC § 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record, or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

2. Test Procedures

- a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests, and calculations shall be accurately accomplished in a representative manner.
- b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC § 25, Environmental Testing Laboratory Accreditation and Certification.

3. Records of Results

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period

of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.

c. Records of monitoring activities shall include the following:

- i. date, time and place of sample or measurement;
- ii. identity of individual who collected the sample or made the measurement.
- iii. date and time of analysis;
- iv. identity of the individual and laboratory who performed the analysis;
- v. the technique or method of analysis; and
- vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in the calculation and reporting of the values submitted on the approved self-report form. Increased frequency of sampling shall be indicated on the self-report form.

5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224).

7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9) any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Except as allowed by 30 TAC § 305.132, report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. For Publicly Owned Treatment Works (POTWs), effective September 1, 2020, the permittee must submit the written report for unauthorized discharges and unanticipated bypasses that exceed any effluent limit in the permit using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
 - i. Unauthorized discharges as defined in Permit Condition 2(g).
 - ii. Any unanticipated bypass that exceeds any effluent limitation in the permit.
 - iii. Violation of a permitted maximum daily discharge limitation for pollutants listed specifically in the Other Requirements section of an Industrial TPDES permit.
- c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
- d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Compliance Monitoring Team of the Enforcement Division (MC 224) as promptly as possible. For effluent limitation violations, non-compliances shall be reported on the approved self-report form.

8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.

9. Changes in Discharges of Toxic Substances

All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - i. One hundred micrograms per liter (100 µg/L);
 - ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
 - iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.
- b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - i. Five hundred micrograms per liter (500 µg/L);
 - ii. One milligram per liter (1 mg/L) for antimony;
 - iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.

10. Signatories to Reports

All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).

11. All POTWs must provide adequate notice to the Executive Director of the following:

- a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to CWA § 301 or § 306 if it were directly discharging those pollutants;
- b. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit; and
- c. For the purpose of this paragraph, adequate notice shall include information on:
 - i. The quality and quantity of effluent introduced into the POTW; and
 - ii. Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

PERMIT CONDITIONS**1. General**

- a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.
- b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:
 - i. Violation of any terms or conditions of this permit;
 - ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
 - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.

2. Compliance

- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
- b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation, or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
- c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
- d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment.
- e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.

- f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and TWC§ 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Other Requirements section of this permit.
- h. In accordance with 30 TAC § 305.535(a), the permittee may allow any bypass to occur from a TPDES permitted facility which does not cause permitted effluent limitations to be exceeded or an unauthorized discharge to occur, but only if the bypass is also for essential maintenance to assure efficient operation.
- i. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under TWC §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties) for violations including, but not limited to, negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under the CWA § 402, or any requirement imposed in a pretreatment program approved under the CWA §§ 402 (a)(3) or 402 (b)(8).

3. Inspections and Entry

- a. Inspection and entry shall be allowed as prescribed in the TWC Chapters 26, 27, and 28, and THSC § 361.
- b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in TWC § 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

4. Permit Amendment and/or Renewal

- a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
 - i. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or
 - ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9; or
 - iii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
- c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
- d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.
- e. In accordance with the TWC § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.
- f. If any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under CWA § 307(a) for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or

prohibition. The permittee shall comply with effluent standards or prohibitions established under CWA § 307(a) for toxic pollutants within the time provided in the regulations that established those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

5. Permit Transfer

- a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.
- b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal that requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Relationship to Water Rights

Disposal of treated effluent by any means other than discharge directly to water in the state must be specifically authorized in this permit and may require a permit pursuant to TWC Chapter 11.

8. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

9. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

11. Notice of Bankruptcy

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
 - i. the permittee;
 - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or

- iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:
 - i. the name of the permittee and the permit number(s);
 - ii. the bankruptcy court in which the petition for bankruptcy was filed; and
 - iv. the date of filing of the petition.

OPERATIONAL REQUIREMENTS

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
 - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
 - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.

6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under TWC § 7.302(b)(6).

7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information required for TPDES permit applications, effluent data, including effluent data in permits, draft permits and permit applications, and other information specified as not confidential in 30 TAC §§ 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words confidential business information on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities that generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.

- a. Whenever flow measurements for any domestic sewage treatment facility reach 75% of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75% of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

If in the judgment of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 219) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

- b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.

- c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.
- 9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
- 10. For Publicly Owned Treatment Works (POTWs), the 30-day average (or monthly average) percent removal for BOD and TSS shall not be less than 85%, unless otherwise authorized by this permit.
- 11. Facilities that generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
 - a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
 - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
 - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Corrective Action Section (MC 221) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
 - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335-5.
 - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well,

container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.

- f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC § 335 and must include the following, as it pertains to wastewater treatment and discharge:
- i. Volume of waste and date(s) generated from treatment process;
 - ii. Volume of waste disposed of on-site or shipped off-site;
 - iii. Date(s) of disposal;
 - iv. Identity of hauler or transporter;
 - v. Location of disposal site; and
 - vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

12. For industrial facilities to which the requirements of 30 TAC § 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with THSC § 361.

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SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site or co-disposal landfill. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of sludge. This provision does not authorize land application of Class A Sludge. This provision does not authorize the permittee to land apply sludge on property owned, leased or under the direct control of the permittee. This provision does authorize the permittee to dispose of sewage sludge on-site at the 64-acre sewage sludge surface disposal site (former sludge lagoons) (see Attachment B) as authorized in Section V of this provision.**

SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

B. Testing Requirements

1. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I [Toxicity Characteristic Leaching Procedure (TCLP)] or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 3) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 3) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C. of this permit.

TABLE 1

<u>Pollutant</u>	<u>Ceiling Concentration</u> <u>(Milligrams per kilogram)*</u>
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

* Dry weight basis

3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site must be treated by one of the following methods to ensure that the sludge meets either the Class A, Class AB or Class B pathogen requirements.

- a. For sewage sludge to be classified as Class A with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 most probable number (MPN) per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge must be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information;

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of must be treated in one of the Processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion; or

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of must be treated in a process that has been approved by the U. S. Environmental Protection Agency as being equivalent to those in Alternative 5.

- b. For sewage sludge to be classified as Class AB with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 MPN per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%; or

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information; or

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

- c. Sewage sludge that meets the requirements of Class AB sewage sludge may be classified a Class A sewage sludge if a variance request is submitted in writing that is supported by substantial documentation demonstrating equivalent methods for reducing odors and written approval is granted by the executive director. The executive director may deny the variance request or revoke that approved variance if it is determined that the variance may potentially endanger human health or the environment, or create nuisance odor conditions.
- d. Three alternatives are available to demonstrate compliance with Class B criteria for sewage sludge.

Alternative 1

- i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.
- ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;
- iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and
- v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and
- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition to the Alternatives 1 – 3, the following site restrictions must be met if Class B sludge is land applied:

- i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
- ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.
- iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.
- iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.
- vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.

viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.

ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

- Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.
- Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.
- Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.
- Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.
- Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.
- Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.
- Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

- Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.
- Alternative 9 -
- i. Sewage sludge shall be injected below the surface of the land.
 - ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.
 - iii. When sewage sludge that is injected below the surface of the land is Class A or Class AB with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.
- Alternative 10 -
- i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.
 - ii. When sewage sludge that is incorporated into the soil is Class A or Class AB with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) Test	- annually
PCBs	- annually

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

<u>Amount of sewage sludge (*) metric tons per 365-day period</u>	<u>Monitoring Frequency</u>
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months
15,000 or greater	Once/Month

(*) *The amount of bulk sewage sludge applied to the land (dry wt. basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and de-gritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a mono-fill) and whether the material is ultimately conveyed off-site in bulk or in bags.

SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A, CLASS AB or CLASS B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3

For those permittees meeting Class A, Class AB or Class B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

A. Pollutant Limits

Table 2

<u>Pollutant</u>	<u>Cumulative Pollutant Loading Rate (pounds per acre)*</u>
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

<u>Pollutant</u>	<u>Monthly Average Concentration (milligrams per kilogram)*</u>
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

*Dry weight basis

B. Pathogen Control

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A, Class AB or Class B pathogen reduction requirements as defined above in Section I.B.3.

C. Management Practices

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.
2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with Applicability in accordance with 30 TAC §312.41 and the Management Requirements in accordance with 30 TAC § 312.44.
3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.
4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:
 - a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.
 - b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.
 - c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

D. Notification Requirements

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:
 - a. The location, by street address, and specific latitude and longitude, of each land application site.
 - b. The approximate time period bulk sewage sludge will be applied to the site.
 - c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.
2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

E. Record keeping Requirements

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at

the facility site and/or shall be readily available for review by a TCEQ representative for a period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.
2. A description of how the pathogen reduction requirements are met (including site restrictions for Class AB and Class B sludge, if applicable).
3. A description of how the vector attraction reduction requirements are met.
4. A description of how the management practices listed above in Section II.C are being met.
5. The following certification statement:

"I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment."

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:
 - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee's specific sludge treatment activities.
 - b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.
 - c. The number of acres in each site on which bulk sludge is applied.
 - d. The date and time sludge is applied to each site.

- e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
- f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

F. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 3) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and de-gritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a mono-fill) and whether the material is ultimately conveyed off-site in bulk or in bags.
3. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
4. The frequency of monitoring listed in Section I.C. that applies to the permittee.
5. Toxicity Characteristic Leaching Procedure (TCLP) results.
6. PCB concentration in sludge in mg/kg.
7. Identity of hauler(s) and TCEQ transporter number.
8. Date(s) of transport.
9. Texas Commission on Environmental Quality registration number, if applicable.
10. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
11. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
12. Level of pathogen reduction achieved (Class A, Class AB or Class B).
13. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.

14. Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.
15. Vector attraction reduction alternative used as listed in Section I.B.4.
16. Amount of sludge transported in dry tons/year.
17. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.
18. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.
 - a. The location, by street address, and specific latitude and longitude.
 - b. The number of acres in each site on which bulk sewage sludge is applied.
 - c. The date and time bulk sewage sludge is applied to each site.
 - d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.
 - e. The amount of sewage sludge (i.e., dry tons) applied to each site.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 3) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 3) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Record keeping Requirements

The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 3) and Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and de-gritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Toxicity Characteristic Leaching Procedure (TCLP) results.
3. Annual sludge production in dry tons/year.
4. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.
5. Amount of sludge transported interstate in dry tons/year.
6. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
7. Identity of hauler(s) and transporter registration number.
8. Owner of disposal site(s).
9. Location of disposal site(s).
10. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

SECTION IV. REQUIREMENTS APPLYING TO SLUDGE TRANSPORTED TO ANOTHER FACILITY FOR FURTHER PROCESSING

These provisions apply to sludge that is transported to another wastewater treatment facility or facility that further processes sludge. These provisions are intended to allow transport of sludge to facilities that have been authorized to accept sludge. These provisions do not limit the ability of the receiving facility to determine whether to accept the sludge, nor do they limit the ability of the receiving facility to request additional testing or documentation.

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. Sludge may only be transported using a registered transporter or using an approved pipeline.

B. Record Keeping Requirements

1. For sludge transported by an approved pipeline, the permittee must maintain records of the following:
 - a. the amount of sludge transported;
 - b. the date of transport;
 - c. the name and TCEQ permit number of the receiving facility or facilities;
 - d. the location of the receiving facility or facilities;
 - e. the name and TCEQ permit number of the facility that generated the waste; and
 - f. copy of the written agreement between the permittee and the receiving facility to accept sludge.
2. For sludge transported by a registered transporter, the permittee must maintain records of the completed trip tickets in accordance with 30 TAC § 312.145(a)(1)-(7) and amount of sludge transported.
3. The above records shall be maintained on-site on a monthly basis and shall be made available to the TCEQ upon request. These records shall be retained for at least five years.

C. Reporting Requirements

The permittee shall report the following information annually to the TCEQ Regional Office (MC Region 3) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and de-gritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. the annual sludge production;
3. the amount of sludge transported;
4. the owner of each receiving facility;
5. the location of each receiving facility; and
6. the date(s) of disposal at each receiving facility.

SECTION V. REQUIREMENTS SPECIFIC TO SEWAGE SLUDGE SURFACE DISPOSAL SITES WITHOUT A LINER AND LEACHATE COLLECTION SYSTEM

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants which may be present.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee shall give 180 days prior notice to the Executive Director of any change planned in the sewage sludge disposal practice.
4. The permittee shall submit a written "closure and post closure plan" to the Executive Director 180 days prior to the date that the active sludge unit closes. The plan shall describe how the sludge unit will be closed and at a minimum, shall include:
 - a. A description of the system used to monitor continuously for methane gas in the air in any structures within the surface disposal site. The methane gas concentration shall not exceed 25% of the lower explosive limit for methane gas for three years after the sewage sludge unit closes; and,
 - b. A discussion of how public access to the surface disposal site will be restricted for three years after the last sludge unit in the surface disposal site closes.
5. Deed Recordation Notification
 - a. No person shall place sewage sludge on an active sludge unit prior to recording, in the deed records of the county or counties in which the disposal takes place, the following information:
 - i. a metes and bounds description of the portion(s) of the tract of land on which disposal of sewage sludge will take place;
 - ii. a detailed description of the sewage sludge which is to be disposed of;
 - iii. all pertinent information related to the permit to dispose of sewage sludge, including at least the permit number and issuing agency; and
 - iv. the name and permanent address of the person or persons operating the facility where more specific information on the waste can be secured.
 - b. Proof of recordation shall be provided to the executive director before the commission issues a permit.

B. Management Practices

1. Sewage sludge shall not be placed on an active sludge unit if it is likely to adversely affect a threatened or endangered species listed under the Endangered Species Act, §4, or its designated critical habitat.
2. An active surface disposal sludge unit shall not restrict the flow of the 100-year flood nor be located within the 100-year floodway.
3. When a surface disposal site is located in a seismic impact zone, each sludge unit in that site shall be designed to withstand the maximum recorded horizontal ground-level acceleration.
4. An active sewage sludge unit located within 60 meters of a fault that has displacement in Holocene time is prohibited from receipt of sewage sludge and must be closed.
5. An active sewage sludge unit located in an unstable area is prohibited from receipt of sewage sludge and must be closed.
6. An active sewage sludge unit located in a wetland, except as provided in a permit issued pursuant to section 402 of the CWA is prohibited from receipt of sewage sludge and must be closed.
7. Run-off from an active sludge unit shall be collected and disposed in accordance with discharge permit requirements and any other applicable requirements. The runoff collection system for an active sludge unit shall have the capacity to handle runoff from the 25-year storm.
8. When an earthen cover is placed on an active surface disposal site, the concentration of methane gas in air in any structure within the surface disposal site shall not exceed 25 percent of the lower explosive limit for methane gas during the period that the sewage sludge unit is active; and the concentration of methane gas in air at the property line of the surface disposal site shall not exceed the lower explosive limit for methane gas during the period that the sewage sludge unit is active. Monitoring shall be continuous.
9. A food crop, feed crop, or a fiber crop shall not be grown on a surface disposal site.
10. Animals shall not be grazed on a surface disposal site.
11. Public access shall be restricted on the active surface disposal site and for three years after the site closes.
12. Placement of sewage sludge on an active sludge unit shall not contaminate an aquifer. This shall be demonstrated through one of the following:
 - a. Results of a groundwater monitoring program developed by a qualified groundwater scientist.

- b. A certification by a qualified groundwater scientist may be used to demonstrate that sewage sludge placed on an active sewage unit does not contaminate an aquifer.

C. Testing Requirements

1. Sewage sludge shall be tested at the frequency shown below in D(4) for PCBs. Any sludge exceeding a concentration of 49 mg/Kg shall not be surface disposed.
2. Methane Gas Control Within a Structure On Site.

When an earthen cover is placed on an active surface disposal site, the methane gas concentration in the air in any structure within the site shall not exceed 25% of the lower explosive limit (LEL) for methane gas during the period that the disposal site is active.

When a final cover is placed on a sludge unit at closure, the concentration of methane gas in air in any structure within the surface disposal site shall not exceed 25% of the lower explosive limit for methane gas for three years after the sludge unit closes.

3. Methane Gas Control at Property Line.

When an earthen cover is placed on an active surface disposal site, the concentration of methane gas in the air at the property line of the surface disposal site shall not exceed the LEL for methane gas during the period that the disposal site is active.

4. Sewage sludge shall be tested annually in accordance with the method specified in 40 CFR Part 261, Appendix II (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ. Sewage sludge failing this test shall be managed according to RCRA standards for the disposal of the hazardous waste. The permittee shall retest the sludge within 5 calendar days following notification of failure of the TCLP test. Sludge that fail initial TCLP test may be stored temporarily at the surface disposal site until the result of the retest is known (a maximum of 30 days). The sludge that is temporarily stored at the surface disposal site shall be segregated from the other sludges. Following failure of any TCLP test, the disposal of sewage sludge in other than a certified hazardous waste disposal facility shall be prohibited until such time as the permittee can demonstrate that the sewage sludge no longer exhibits the toxicity characteristic as demonstrated by the results of the TCLP test. A written report shall be provided to both the TCEQ Industrial and Hazardous Waste Permits Section (MC 130) of the Waste Permits Division and the TCEQ Region Director (**MC Region 3**) within 7 days after failing the Toxicity Characteristic Leaching Procedure Test (TCLP). The report shall contain test results, certification that unauthorized disposal has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Waste Permits Division (MC 126), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division and the Region Office (**MC Region 3**) by September 30 of each year.

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC §312.7.

5. Metal Limits
- a. Except as provided in 5.b., the concentration for each metal listed in sewage sludge placed on an active sludge unit that does not have a liner and leachate collection system shall be equal to or less than concentration for the metal in the following table:

TABLE - METAL CONCENTRATIONS

<u>Metal</u>	<u>Concentration</u> <u>(milligrams per kilogram*)</u>
Arsenic	73
Chromium	600
Nickel	420
* (Dry weight basis)	

- b. The concentration of each metal listed above in 5.a. in sewage sludge placed on an active sludge unit whose boundary is less than 150 meters from the property line of the surface disposal site shall not exceed the concentration determined using the following procedure.
- i. The shortest actual distance from the active sludge unit boundary to the property line of the surface disposal site shall be determined.
- ii. The concentration of each metal listed in the following table in the sewage sludge shall not exceed the concentration that corresponds to the actual distance as described above in paragraph 5.b.i:

TABLE - METAL CONCENTRATIONS

<u>Unit boundary to</u> <u>property line</u> <u>distance (meters)</u>	<u>Metal concentration*</u>		
	<u>Arsenic</u> <u>(mg/kg)</u>	<u>Chromium</u> <u>(mg/kg)</u>	<u>Nickel</u> <u>(mg/kg)</u>
0 to less than 25	30	200	210
25 to less than 50	34	220	240
50 to less than 75	39	260	270
75 to less than 100	46	300	320
100 to less than 125	53	360	390
125 to less than 150	62	450	420

* (Dry weight basis)

6. Pathogen Control
- The Class A pathogen reduction requirements in 30 TAC §312.82(a) or the Class B pathogen reduction requirements in 30 TAC §312.82(b)(1)(A) and (b)(2) shall be met when sewage sludge is placed on an active sludge unit, unless the vector

attraction reduction requirements in 30 TAC §312.83(b)(11) of this title (relating to Vector Attraction Reduction) is met.

7. Vector Attraction Control

One of the alternatives for vector attraction reduction in 30 TAC §312.83(b)(1)-(11) shall be met when sewage sludge is placed on an active sludge unit.

D. Monitoring Requirements

1. Methane Gas in covered structures on site (see C.2.) - Continuous
2. Methane Gas at property line (see C.3.) - Continuous
3. Toxicity Characteristic Leaching Procedure (TCLP) Test - Once/Year
4. PCBs - Once/Year
5. All metal constituents, pathogen density requirements and vector attraction reduction requirements shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC §312.66(a):

<u>Amount of sewage sludge (*)</u> <u>dry tons per 365-day period</u>			<u>Frequency</u>
0	≤ Sludge	< 290	Once/Year
290	≤ Sludge	< 1,500	Once/Quarter
1,500	≤ Sludge	< 15,000	Once/Two Months
15,000	≤ Sludge		Once/Month

(*) The amount of bulk sewage sludge applied to the land (dry weight basis).

6. Groundwater monitoring

A minimum of four groundwater monitoring wells shall be installed and maintained at the sludge disposal site. One groundwater monitoring well shall be located up-gradient and three shall be located down-gradient from the sludge disposal site. The groundwater monitoring wells shall be screened to monitor the first water bearing zone.

Prior to further sludge disposal the permittee shall initiate groundwater monitoring. Groundwater shall be analyzed according to the schedule below:

Parameter	Units	Sampling Frequency
Total Nitrogen	mg/l	quarterly
Nitrate Nitrogen	mg/l	quarterly

Parameter	Units	Sampling Frequency
Ammonia Nitrogen	mg/l	quarterly
Phosphorus	mg/l	quarterly
TDS	mg/l	quarterly
Electrical Conductivity	micromhos/cm	quarterly
<i>E. coli</i>	colonies or MPN/100ml	quarterly
water level	ft	quarterly
potassium	mg/l	2/Year
cadmium	mg/l	2/Year
lead	mg/l	2/Year
zinc	mg/l	2/Year
copper	mg/l	2/Year
nickel	mg/l	2/Year
pH	standard	2/Year
polychlorinated biphenyl	mg/l	2/Year

E. Recordkeeping Requirements

1. The person who prepares the sewage sludge shall develop the following information and shall retain the information for five years. The sludge documents will be retained at the same location as other TCEQ records and they shall be made readily available to the TCEQ upon request.
 - a. The concentration of each metal listed above in C.5.
 - b. The concentrations of the parameters in D.6.
 - c. The following certification statement found in 30 TAC §312.67.

"I certify, under penalty of law, that the management practices in 30 TAC §312.64; pathogen requirements in 30 TAC §312.82 and the vector attraction reduction requirements in 30 TAC §312.83(b) have been met. This determination has been made under my direction and supervision in accordance with the system designed to assure that qualified personnel properly gather and evaluate the information used to determine that the (specific requirements for pathogen and vector attraction reduction) have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment."
 - d. A description of how pathogen reduction requirements in 30 TAC §312.82 are met, or whether sewage sludge placed on a surface disposal site is covered with soil or other material at the end of each operating day.
 - e. A description of how the vector attraction reduction requirements in 30 TAC §312.83(a) are met.
 - f. Results of a groundwater monitoring program developed by a qualified ground-water scientist, or a certification by a qualified groundwater scientist may be used to demonstrate that sewage sludge placed on an active sewage sludge unit does not contaminate an aquifer.

2. The owner/operator of the surface disposal site shall develop the following information and shall retain that information for five years.
 - a. The concentration of each metal listed in C.5.a. in the sewage sludge when the metal concentrations in C.5.b. are met.
 - b. The following certification statement: "I certify, under penalty of law, that the management practices in 30 TAC §312.64 and the vector attraction reduction requirements in (insert the citation to the specific requirements that are met from §312.83(b) of this title (relating to Vector Attraction Reduction)) have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices (and specific requirements for vector attraction reduction (when appropriate)) have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment."
 - c. A description of how the management practices in §312.64 (relating to Management Practices) are met.
 - d. A description of how one of the vector attraction reduction requirements in §312.83 (relating to Vector Attraction Reduction) are met when required.

F. Reporting Requirements

The permittee shall report to the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division and the TCEQ Region Office (**MC Region 3**) by September 30 (report period September 1 of previous year through August 31 of current year) of each year the "Annual Sludge Summary Report Form" (Attachment C) and the following:

1. Amount of sludge disposal dry weight (tons) at the surface disposal site.
2. The total amount of sludge disposed during a 365-day period.
3. Owner of disposal site.
4. Dates of disposal.
5. Toxicity Characteristic Leaching Procedure Test: Pass/Fail
6. PCB concentration in sludge in mg/Kg.
7. The concentration (mg/Kg) in the sludge of each pollutant listed in C.5.a. as well as the applicable pollutant concentration criteria listed in C.5.B.
8. Distance between the property line and the surface disposal site.
9. Certification statement required in E.1.c. or E.2.b. above as appropriate to the permittee's sludge disposal activities.

10. Narrative description explaining how the management practices in 30 TAC Section 312.64 are met.
11. Identity of hauler(s) and TCEQ transporter number.
12. Level of pathogen reduction achieved (Class A or Class B).
13. List alternative for pathogen reduction.
14. List the vector attraction alternative used.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

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OTHER REQUIREMENTS

1. The permittee shall notify the TCEQ Regional Office (MC Region 3) and the Applications Review and Processing Team (MC 148) of the Water Quality Division in writing at least forty-five (45) days prior to the completion of the new facilities for the Final phase on Notification of Completion Form 20007.
2. Prior to construction of the Final phase treatment facilities, the permittee shall submit to the TCEQ Wastewater Permitting Section (MC 148) a summary transmittal letter in accordance with the requirements in 30 TAC § 217.6(d). If requested by the Wastewater Permitting Section, the permittee shall submit plans, specifications, and a final engineering design report which comply with 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems. The permittee shall clearly show how the treatment system will meet the effluent limitations required on Page 2c of this permit. A copy of the summary transmittal letter shall be available at the plant site for inspection by authorized representatives of the TCEQ.
3. Prior to introducing reverse osmosis reject water in the effluent stream to Outfall 001, the permittee shall submit a document to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division describing the water quality of and standard operating procedures for the disposal of reject water via Outfall 001.

The document shall provide data regarding the quality of the reject water as determined by samples collected and analyzed for those parameters listed in Tables 1 and 2 (see Attachment E), for a minimum of four (4) separate sampling events that are a minimum of one (1) week apart. The document shall include data regarding the quantity and quality of the final effluent proposed for discharge via Outfall 001, consisting of the comingled conventionally treated wastewater and the reject water. The document shall also provide the procedures proposed for monitoring and controlling reject water included in the treated effluent discharge via Outfall 001 in a manner that ensures that water quality standards in the receiving stream will continue to be maintained.

This permit may be reopened to require additional testing, and/or other appropriate actions to address pollutants if the information provided in the document by the permittee demonstrates that the permittee's procedures for the reject water disposal via Outfall 001 may impair the receiving water quality as described in the Texas Surface Water Quality Standards, 30 TAC §307.

4. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and, in particular, 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category A facility must be operated by a chief operator or an operator holding a Category A license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift that does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

5. The facility is not located in the Coastal Management Program boundary.

6. Outfall 001 - There is no mixing zone established for this discharge to an intermittent stream. Acute toxic criteria apply at the point of discharge.

Outfalls 002 and 003 - The chronic aquatic life mixing zone is defined as a volume within a radius of 100 feet from the point of discharge. Chronic toxic criteria apply at the edge of the chronic aquatic life mixing zone.

7. The permittee shall comply with the requirements of 30 TAC § 309.13(a) through (d). In addition, by ownership of the required buffer zone area, the permittee shall comply with the requirements of 30 TAC § 309.13(e).
8. The permittee shall provide facilities for the protection of its wastewater treatment facility from a 100-year flood.
9. In accordance with 30 TAC § 319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the environment, the permittee may be given a less frequent measurement schedule. For this permit, 5/week may be reduced to 3/week for Outfall 001, 1/week may be reduced to 2/month for Outfall 002 and 3/week may be reduced to 1/week for Outfall 003. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule and submit written notice to the TCEQ Wastewater Permitting Section (MC 148).** The permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule if necessary to protect human health or the environment.
10. The permittee is authorized to use effluent to irrigate 1,960 acres off-site properties and 335 acres of on-site properties (See Attachment D). The wastewater used for irrigation will have received at a minimum treatment sufficient to meet the treatment level listed under A, located below. Direct discharge to the waters in the State from the holding ponds is not authorized.

The following degree of treatment shall be required for all effluent applied on land:

A. Effluent Concentrations (Not to Exceed)

<u>Parameter</u>	<u>Single Grab</u>
BOD ₅ , mg/l	100

The pH shall not be less than 6.0 standard units (SU) nor greater than 9.0 SU.

B. Monitoring Requirements:

<u>Parameter</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Flow, MGD	Monthly	Continuous/Totalizing meter*
BOD ₅ , mg/l	Five/week	Equal Volume Composite or Grab**
pH	Five/week	Equal Volume Composite or Grab**

- * Flow will be measured as it is delivered to each irrigation site. Monthly, the volumes delivered to all sites will be summed and recorded.

**** Quality monitoring shall be done on water used for irrigation. Equal volume composite samples will be required when delivering water by pipeline. If delivery of water to irrigators ceases during collection of the effluent composite samples, the requirements for the minimum number of effluent portions are waived. A single grab sample will be sufficient when delivering water from ponds. Monitoring records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of the Commission for at least three years.**

11. Irrigation practices shall be designed and managed so as to prevent ponding of the effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Tailwater control facilities shall be provided as necessary to prevent the discharge of any effluent from the irrigated land.
12. The permittee shall maintain adequate signs stating that the irrigation water is from a non-potable water supply for any area where treated effluent is stored or where there exist hose bibs or faucets. Signs shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message "DO NOT DRINK THE WATER" in both English and Spanish. All piping transporting the effluent shall be clearly marked with these same signs.
13. Application rates for the irrigated land shall not exceed 2.0 acre-feet per year per acre irrigated. The permittee is responsible for providing equipment to determine application rates and maintaining accurate records of the volume of effluent applied. These records shall be made available for review by the Texas Commission on Environmental Quality and shall be maintained for at least three years.
14. Effluent shall not be applied for irrigation during rainfall events or when the ground is frozen or saturated.
15. Holding or storage ponds shall conform to the design criteria for stabilization ponds with regard to construction and levee design and shall maintain a minimum freeboard of two feet according to 30 TAC Chapter 217, Design Criteria for Wastewater Treatment Systems.
16. Permanent transmission lines shall be installed from the holding pond to each tract of land to be irrigated utilizing effluent from that pond.
17. The City is encouraged to work with the Texas Parks and Wildlife Department (TPWD) to manage Kirby Lake for fishing if TPWD decides to restock the lake.
18. In addition to the discharges provided for this permit, the permittee is also authorized to deliver treated effluent for reuse in accordance with Authorization for Reclaimed Water No. R10334-004, and as such the authorization may be amended.
19. This permit authorizes operation of all wastewater facilities used in conveyance, storage, treatment, recycling, reclamation and/or disposal, including the Buck Creek Lift Station, associated with the Hamby Water Reclamation Facility.
20. The Permittee shall maintain a buffer zone of 150 feet minimum around all private water wells located both on and off-site in accordance with 30 TAC 309.13(c)(1). As an alternative, the permittee may request an exception from the requirement to maintain a buffer zone of 150 feet by submitting documentation certified by a Texas licensed professional geoscientist or Texas licensed professional engineer that additional wellhead protective measures will provide adequate protection to potable water sources and supplies in accordance with 30 TAC 309.13(c). The documentation shall be submitted to the TCEQ Water Quality Assessment Team (MC-150) for review and approval. If the exception is granted, the

permittee shall maintain documentation of the approved exception on-site for the life of the permit. The permittee shall have 180 days from the effective date of the permit to achieve compliance with this requirement.

21. The Permittee shall maintain a minimum buffer of 25 feet between its irrigation area and Deadman Creek, Freewater Creek, and any associated tributaries. As an alternative, the permittee may request an exception from the requirement to maintain a buffer of 25 feet by submitting documentation certified by a Texas licensed professional geoscientist or Texas licensed professional engineer that demonstrates that the creeks will not receive effluent overspray or effluent runoff. The documentation shall be submitted to the Water Quality Assessment Team (MC-150) for review and approval. If the exception is granted, the permittee shall maintain documentation of the approved exception on-site for the life of the permit. The permittee shall have 180 days from the effective date of the permit to achieve compliance with this requirement.
22. The permittee shall obtain representative soil samples from the root zones of the land application area receiving wastewater. Composite sampling techniques shall be used. Each composite sample shall represent no more than 80 acres with no less than 15 subsamples representing each composite sample. Subsamples shall be composited by like sampling depth, type of crop and soil type for analysis and reporting. Soil types are soils that have like topsoil or plow layer textures. These soils shall be sampled individually from 0 to 6 inches, 6 to 18 inches, and 18 to 30 inches below ground level. The permittee shall sample and analyze soils in December to February of each year. Soil samples shall be analyzed within 30 days of sample collection.

The permittee shall provide annual soil analyses of the land application area according to the following table:

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
pH	2:1 (v/v) water to soil mixture		Reported to 0.1 pH units after calibration of pH meter
Electrical Conductivity	Obtained from the SAR water saturated paste extract	0.01	dS/m (same as mmho/cm)
Nitrate-nitrogen	From a 1 N KCl soil extract	1	mg/kg (dry weight basis)
Total Kjeldahl Nitrogen (TKN)	For determination of Organic plus Ammonium Nitrogen. Procedures that use Mercury (Hg) are not acceptable.	20	mg/kg (dry weight basis)
Total Nitrogen	= TKN plus Nitrate-nitrogen		mg/kg (dry weight basis)
Plant-available: Phosphorus	Mehlich III with inductively coupled plasma	1 (P)	mg/kg (dry weight basis)

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
Plant-available: Potassium (K) Calcium (Ca) Magnesium (Mg) Sodium (Na) Sulfur (S)	May be determined in the same Mehlich III extract with inductively coupled plasma	5 (K) 10 (Ca) 5 (Mg) 10 (Na) 1 (S)	mg/kg (dry weight basis)
Water-soluble: Sodium (Na) Calcium (Ca) Magnesium (Mg)	Obtained from the SAR water saturated paste extract	1 (Na) 1 (Ca) 1 (Mg)	Water soluble constituents are <i>reported</i> in mg/L
Sodium Adsorption Ratio (SAR)	$SAR = \frac{Na}{\sqrt{\frac{(Ca + Mg)}{2}}}$		Express <i>concentrations</i> of Na, Ca and Mg in the water saturated paste extract in milliequivalents/liter (meq/L) to calculate the SAR. The SAR value is unit less. If the SAR is greater than 10, amendments (e.g., gypsum) shall be added to the soil to adjust the SAR to less than 10.
Amendment addition, e.g., gypsum			Report in <i>short tons/acre</i> in the year effected

A copy of this soil testing plan shall be provided to the analytical laboratory prior to sample analysis. The permittee shall submit the results of the annual soil sample analyses with copies of the laboratory reports and a map depicting the areas that have received wastewater within the permanent land application fields to the TCEQ Regional Office (MC Region 3) and the Compliance Monitoring Team (MC 224) of the Enforcement Division, no later than the end of September of each sampling year. If wastewater is not applied in a particular year, the permittee shall notify the same TCEQ offices and indicate that soil analysis results are not required to be submitted because wastewater has not been applied on the approved land irrigation site(s) during that year.

23. The combined annual average discharge flow limits and the combined conventional effluent parameter loading limits during the Interim phase and Final phase shall not exceed as follows:

Combined Annual Average Flow	
<u>Interim</u>	<u>Final</u>
<u>Outfalls 001, 002, & 003</u>	<u>Outfalls 001, 002, & 003</u>
19.3 MGD	22.0 MGD

Combined Load (lbs/day)			
<u>Parameter</u>		<u>Interim</u>	<u>Final</u>
Carbonaceous Biochemical Oxygen Demand (5-day)			
	April–September	1,127	1,284
	October – March	1,610	1,835
Total Suspended Solids		2,414	2,752
Ammonia Nitrogen			
	April–September	322	367
	October – March	483	550

24. The sampling locations for Outfalls 001, 002, and 003 are as follows:

Interim and Final Phases			
<u>Parameter</u>	<u>Outfall</u>		
	<u>001</u>	<u>002</u>	<u>003</u>
CBOD ₅	Post MBR		
TSS			
NH ₃ -N			
Chlorine	Chlorine contact basin, prior to discharge to Outfalls 001 & 002		Chlorine contact basin, prior to discharge to Outfall 003
<i>E. Coli</i>	At diversion box after chlorination, prior to discharge to Outfalls 001 & 002		After final treatment unit, prior to discharge to Outfall 003
Chlorine [dechlorination]	After final treatment unit, prior to discharge to Outfall 001	Prior to discharge in Kirby Lake	After final treatment unit, prior to discharge to Outfall 003
pH	Diversion box after chlorination		After final treatment unit, prior to discharge to Outfall 003
DO	Following chlorination or following the post-aeration treatment unit	Following the chlorination treatment unit, prior to discharge to Outfall 002	Following the final treatment unit, prior to discharge to Outfall 003

CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS

1. The permittee shall operate an industrial pretreatment program in accordance with Sections 402(b)(8) and (9) of the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403), and the approved publicly owned treatment works (POTW) pretreatment program submitted by the permittee. The pretreatment program was approved on **August 3, 1984** and modified on **July 16, 1993**.

The legal authority and the POTW's pretreatment program are not in compliance with the current 40 CFR Part 403 regulations [*rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798*] and 30 TAC Chapter 315, as amended. The permittee has submitted a modification to their pretreatment program containing some or all of the required [i.e. more stringent] Streamlining Rule provisions to the TCEQ on July 28, 2010, and subsequent information on June 6, 2011. The modification was declared administratively complete on June 10, 2011. The Executive Director is currently reviewing this modification. If after review of the modification submission, the Executive Director determines that the submission does not comply with applicable requirements, including 40 CFR §§403.8 and 403.9, the Executive Director will notify the permittee. According to 40 CFR §403.11(c), the notification will include suggested modifications to bring the modification submission into compliance with applicable requirements, including 40 CFR §§403.8(b) and (f), and 403.9(b). In such a case, revised information will be necessary for the Executive Director to make a determination on whether to approve or deny the permittee's modification submission.

The POTW pretreatment program is hereby incorporated by reference and shall be implemented in a manner consistent with the following requirements:

- a. Industrial user (IU) information shall be kept current according to 40 CFR §§403.8(f)(2)(i) and (ii) and updated at a frequency set forth in the approved pretreatment program to reflect the accurate characterization of all IUs;
- b. The frequency and nature of IU compliance monitoring activities by the permittee shall be consistent with the approved POTW pretreatment program and commensurate with the character, consistency, and volume of waste. The permittee is required to inspect and sample the effluent from each significant industrial user (SIU) at least once per year, except as specified in 40 CFR §403.8(f)(2)(v). This is in addition to any industrial self-monitoring activities;
- c. The permittee shall enforce and obtain remedies for IU noncompliance with applicable pretreatment standards and requirements and the approved POTW pretreatment program;
- d. The permittee shall control through permit, order, or similar means, the contribution to the POTW by each IU to ensure compliance with applicable pretreatment standards and requirements and the approved POTW pretreatment program. In the case of SIUs (identified as significant under 40 CFR §403.3(v)), this control shall be achieved through individual permits or general control mechanisms, in accordance with 40 CFR §403.8(f)(1)(iii).

Both individual and general control mechanisms must be enforceable and contain, at a minimum, the following conditions:

- (1) Statement of duration (in no case more than five years);
 - (2) Statement of non-transferability without, at a minimum, prior notification to the POTW and provision of a copy of the existing control mechanism to the new owner or operator;
 - (3) Effluent limits, which may include enforceable best management practices (BMPs), based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and State and local law;
 - (4) Self-monitoring, sampling, reporting, notification and record keeping requirements, identification of the pollutants to be monitored (including, if applicable, the process for seeking a waiver for a pollutant neither present nor expected to be present in the IU's discharge in accordance with 40 CFR §403.12(e)(2), or a specific waived pollutant in the case of an individual control mechanism), sampling location, sampling frequency, and sample type, based on the applicable general pretreatment standards in 40 CFR Part 403, categorical pretreatment standards, local limits, and State and local law;
 - (5) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedules may not extend the compliance date beyond federal deadlines; and
 - (6) Requirements to control slug discharges, if determined by the POTW to be necessary.
- e. For those IUs who are covered by a general control mechanism, in order to implement 40 CFR §403.8(f)(1)(iii)(A)(2), a monitoring waiver for a pollutant neither present nor expected to be present in the IU's discharge is not effective in the general control mechanism until after the POTW has provided written notice to the SIU that such a waiver request has been granted in accordance with 40 CFR §403.12(e)(2);
- f. The permittee shall evaluate whether each SIU needs a plan or other action to control slug discharges, in accordance with 40 CFR §403.8(f)(2)(vi). If the POTW decides that a slug control plan is needed, the plan shall contain at least the minimum elements required in 40 CFR §403.8(f)(2)(vi);
- g. The permittee shall provide adequate staff, equipment, and support capabilities to carry out all elements of the pretreatment program; and
- h. The approved program shall not be modified by the permittee without the prior approval of the Executive Director, according to 40 CFR §403.18.
2. The permittee is under a continuing duty to establish and enforce specific local limits to implement the provisions of 40 CFR §403.5, develop and enforce local limits as necessary, and modify the approved pretreatment program as necessary to comply with federal, state, and local law, as amended. The permittee may develop BMPs to implement 40 CFR §403.5(c)(1) and (2). Such BMPs shall be considered local limits and pretreatment standards. The permittee is required to effectively enforce such limits and to modify its pretreatment program, including the Legal Authority, Enforcement Response Plan, and

Standard Operating Procedures (including forms), if required by the Executive Director to reflect changing conditions at the POTW. Substantial modifications will be approved in accordance with 40 CFR §403.18, and modifications will become effective upon approval by the Executive Director in accordance with 40 CFR §403.18.

The permittee has submitted a substantial modifications package to the TCEQ on January 6, 2016, revising the existing technically based local limits (TBLLs). The modification was declared administratively complete on January 22, 2016. The Executive Director is currently reviewing this substantial modification package.

If after review of the substantial modification submission, the Executive Director determines that the submission does not comply with applicable requirements, including 40 CFR §§403.8 and 403.9, the Executive Director will notify the permittee. According to 40 CFR §403.11(c), the notification will include suggested modifications to bring the substantial modification submission into compliance with applicable requirements, including 40 CFR §§403.8(b) and (f) and 403.9(b). In such a case, revised information will be necessary for the Executive Director to make a determination on whether to approve or deny the permittee's substantial modification submission.

Upon approval by the Executive Director of the substantial modification to this approved POTW pretreatment program, the requirement to develop and enforce specific prohibitions and/or limits to implement the prohibitions and limits set forth in 40 CFR §§403.5(a)(1), (b), (c)(1) and (3), and (d) is a condition of this permit. The specific prohibitions set out in 40 CFR §403.5(b) shall be enforced by the permittee unless modified under this provision.

3. The permittee shall analyze the treatment facility influent and effluent for the presence of the toxic pollutants listed in the Texas Surface Water Quality Standards [30 TAC Chapter 307], and 40 CFR Part 122, Appendix D, Table II at least **once per six months** and the toxic pollutants listed in 40 CFR Part 122, Appendix D, Table III at least **once per three months**. If, based upon information available to the permittee, there is reason to suspect the presence of any toxic or hazardous pollutant listed in 40 CFR Part 122, Appendix D, Table V, or any other pollutant, known or suspected to adversely affect treatment plant operation, receiving water quality, or solids disposal procedures, analysis for those pollutants shall be performed at least **once per three months** on both the influent and the effluent. Effluent samples shall be collected following the final treatment unit at **Outfall 001**.

The influent and effluent samples collected shall be composite samples consisting of at least 12 aliquots collected at approximately equal intervals over a representative 24-hour period and composited according to flow. Sampling and analytical procedures shall be in accordance with guidelines established in 40 CFR Part 136, as amended; as approved by the EPA through the application for alternate test procedures; or as suggested in Tables E-1 and E-2 of the *Procedures to Implement the Texas Surface Water Quality Standards* (RG-194), June 2010, as amended and adopted by the TCEQ. The effluent samples shall be analyzed to the minimum analytical level (MAL). Where composite samples are inappropriate due to sampling, holding time, or analytical constraints, at least four (4) grab samples shall be taken at equal intervals over a representative 24-hour period.

4. The permittee shall prepare annually a list of IUs which, during the preceding twelve (12) months, were in significant noncompliance (SNC) with applicable pretreatment requirements. For the purposes of this section of the permit, "CONTRIBUTING

INDUSTRIES AND PRETREATMENT REQUIREMENTS," SNC shall be determined based upon the more stringent of either criteria established at 40 CFR §403.8(f)(2)(viii) [rev. 10/14/05] or criteria established in the approved POTW pretreatment program. This list is to be published annually during the month of **August** in a newspaper of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW.

In addition, each **August** the permittee shall submit an updated pretreatment program annual status report, in accordance with 40 CFR §§403.12(i) [rev. 10/22/15] and (m), to the TCEQ Pretreatment Team (MC148) of the Water Quality Division. The report summary shall be submitted on the Pretreatment Performance Summary (PPS) form [TCEQ-20218]. The report shall contain the following information as well as the information on the tables in this section:

- a. An updated list of all regulated IUs as indicated in this section. For each listed IU, the following information shall be included:
 - (1) Standard Industrial Classification (SIC) or North American Industry Classification System (NAICS) code *and* categorical determination.
 - (2) If the pretreatment program has been modified and approved to incorporate reduced monitoring for any of the categorical IUs as provided by 40 CFR Part 403 [rev. 10/14/05], then the list must also identify:
 - categorical IUs subject to the conditions for reduced monitoring and reporting requirements under 40 CFR § 403.12(e)(1) [rev. 10/22/15] and (3);
 - those IUs that are non-significant categorical industrial users (NSCIUs) under 40 CFR §403.3(v)(2); and
 - those IUs that are middle tier categorical industrial users (MTCIUs) under 40 CFR §403.12(e)(3).
 - (3) Control mechanism status.
 - Indicate whether the IU has an effective individual or general control mechanism, and the date such control mechanism was last issued, reissued, or modified;
 - Indicate which IUs were added to the system, or newly identified, during the pretreatment year reporting period;
 - Include the type of general control mechanisms; and
 - Report all NSCIU annual evaluations performed, as applicable.
 - (4) A summary of all compliance monitoring activities performed by the POTW during the pretreatment year reporting period. The following information shall be reported:
 - Total number of inspections performed; and
 - Total number of sampling events conducted.
 - (5) Status of IU compliance with effluent limitations, reporting, and narrative standard (which may include enforceable BMPs, narrative limits, and/or operational standards) requirements. Compliance status shall be defined as follows:

- Compliant (C) - no violations during the pretreatment year reporting period;
 - Non-compliant (NC) - one or more violations during the pretreatment year reporting period but does not meet the criteria for SNC; and
 - Significant Noncompliance (SNC) - in accordance with requirements described above in this section.
- (6) For noncompliant IUs, indicate the nature of the violations, the type and number of actions taken (notice of violation, administrative order, criminal or civil suit, fines or penalties collected, etc.), and the current compliance status. If any IU was on a schedule to attain compliance with effluent limits or narrative standards, indicate the date the schedule was issued and the date compliance is to be attained.
- b. A list of each IU whose authorization to discharge was terminated or revoked during the pretreatment year reporting period and the reason for termination.
 - c. A report on any interference, pass through, upset, or POTW permit violations known or suspected to be caused by IUs and response actions taken by the permittee.
 - d. The results of all influent and effluent analyses performed pursuant to Item 3 of this section.
 - e. An original newspaper public notice, or copy of the newspaper publication with official affidavit, of the list of IUs that meet the criteria of SNC, giving the name of the newspaper and date the list was published.
 - f. The daily average water quality based effluent concentrations (from the TCEQ's Texas Toxicity Modeling Program (TexTox)) necessary to attain the Texas Surface Water Quality Standards, 30 TAC Chapter 307, in water in the state.
 - g. The maximum allowable headworks loading (MAHL) in pounds per day (lb/day) of the approved TBLLs or for each pollutant of concern (POC) for which the permittee has calculated a MAHL. In addition, the influent loading as a percent of the MAHL, using the annual average flow of the wastewater treatment plant in million gallons per day (MGD) during the pretreatment year reporting period, for each pollutant that has an adopted TBLL or for each POC for which the permittee has calculated a MAHL. *(See Endnotes No. 2 at the end of this section for the influent loading as a percent of the MAHL equation.)*
 - h. The permittee may submit the updated pretreatment program annual status report information in tabular form using the example table format provided. Please attach, on a separate sheet, explanations to document the various pretreatment activities, including IU permits that have expired, BMP violations, and any sampling events that were not conducted by the permittee as required.
 - i. A summary of changes to the POTW's approved pretreatment program that have not been previously reported to the Approval Authority.

Effective September 1, 2020, the permittee must submit the updated pretreatment program annual status report required by this section electronically using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. *[rev. Federal Register/ Vol. 80/ No. 204/ Friday, October 22, 2015/ Rules and Regulations, pages 64064-64158]*.

5. The permittee shall provide adequate written notification to the Executive Director, care of the Wastewater Permitting Section (MC 148) of the Water Quality Division, within 30 days of the permittee's knowledge of the following:
 - a. Any new introduction of pollutants into the treatment works from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if the indirect discharger was directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into the treatment works by a source introducing pollutants into the treatment works at the time of issuance of the permit.

Adequate notice shall include information on the quality and quantity of effluent to be introduced into the treatment works, and any anticipated impact of the change on the quality or quantity of effluent to be discharged from the POTW.

Revised February 8, 2018

TPDES Pretreatment Program Annual Report Form for Updated Industrial Users List

Reporting month/year: _____, _____ to _____, _____

TPDES Permit No.: _____ Permittee: _____ Treatment Plant: _____

PRETREATMENT PROGRAM STATUS REPORT UPDATED INDUSTRIAL USERS' LIST																		
Industrial User Name	SIC or NAICS Code	CIU ²	CONTROL MECHANISM				New User ³ (Y or N)	Times Inspected by the CA	Times Sampled by the CA	COMPLIANCE STATUS During the Pretreatment Year Reporting Period ⁴ (C = Compliant, NC = Noncompliant, SNC= Significant Noncompliance)								
			Y/N or NR ⁵	IND or GEN or NR	Last Action ⁶	TBLLs or TBLLs only ⁷				REPORTS				NSCIU	Certifications	Effluent Limits	Narrative Standards	
										BMR	90-Day	Semi-Annual	Self-Monitoring ⁸					

- 1 Include all significant industrial users (SIUs), non-significant categorical industrial users (NSCIUs) as defined in 40 CFR §403.3(v)(2), and/or middle tier categorical industrial users (MTCIUs) as defined in 40 CFR §403.12(e)(3). Please do not include non-significant noncategorical IUs that are covered under best management practices (BMPs) or general control mechanisms.
- 2 Categorical determination (include 40 CFR citation and NSCIU or MTCIU status, if applicable).
- 3 Indicate whether the IU is a new user. If the answer is No or N, then indicate the expiration date of the last issued IU permit.
- 4 The term SNC applies to a broader range of violations, such as daily maximum, long-term average, instantaneous limits, and narrative standards (which may include enforceable BMPs, narrative limits and/or operational standards). Any other violation, or group of violations, which the POTW determines will adversely affect the operation or implementation of the local Pretreatment Program now includes BMP violations (40 CFR §403.8(f)(2)(viii)(H)).
- 5 Code NR= None required (NSCIUs only); IND = individual control mechanism; GEN = general control mechanism. Include as a footnote (or on a separate page) the name of the general control mechanism used for similar groups of IUs, identify the similar types of operations and types of wastes that are the same for each general control mechanism. Any BMPs through general control mechanisms that are applied to nonsignificant IUs need to be reported separately, *e.g.* the sector type and BMP description.
- 6 Permit or NSCIU evaluations as applicable.
- 7 According to 40 CFR §403.12(i)(1), indicate whether the IU is subject to technically based local limits (TBLLs) that are more stringent than categorical pretreatment standards, *e.g.* where there is one end-of-pipe sampling point at a CIU, and you have determined that the TBLLs are more stringent than the categorical pretreatment standards for any pollutant at the end-of-pipe sampling point; **OR** the IU is subject only to local limits (TBLLs only), *e.g.* the IU is a non-categorical SIU subject only to TBLLs at the end-of-pipe sampling point.
- 8 For those IUs where a monitoring waiver has been granted, please add the code "W" (after either C, NC, or SNC codes) and indicate the pollutant(s) for which the waiver has been granted.

**TPDES Pretreatment Program Annual Report Form for
Industrial User Inventory Modifications**

Reporting month/year: _____, _____ to _____, _____

TPDES Permit No: _____ **Permittee:** _____ **Treatment Plant:** _____

INDUSTRIAL USER INVENTORY MODIFICATIONS					
FACILITY NAME, ADDRESS AND CONTACT PERSON	ADD, CHANGE, DELETE (Including categorical reclassification to NSCIU or MTCIU)	IF DELETION: Reason For Deletion	IF ADDITION OR SIGNIFICANT CHANGE:		
			PROCESS DESCRIPTION	POLLUTANTS (Including any sampling waiver given for each pollutant not present)	FLOW RATE ⁹ (In gpd) R = Regulated U = Unregulated T = Total

⁹ For NSCIUs, total flow must be given, if regulated flow is not determined.

TPDES Pretreatment Program Annual Report Form for Enforcement Actions Taken

Reporting month/year: _____, _____ to _____, _____

TPDES Permit No: _____ Permittee: _____ Treatment Plant: _____

Overall SNC ____% SNC ¹⁰ based on: Effluent Violations ____%
Reporting Violations ____% Narrative Standard Violations ____%

Noncompliant Industrial Users - Enforcement Actions Taken															
Industrial User Name	Nature of Violation ¹¹				Number of Actions Taken					Penalties Collected (Do not Include Surcharge)	Compliance Schedule			Current Status Returned to Compliance: (Y or N)	Comments
	Effluent Limits	Reports	NSCIU Certifications	Narrative Standards	NOV	A.O.	Civil	Criminal	Other		Y or N	Date Issued	Date Due		

- 10 # %
 — Pretreatment Standards [WENDB-PSNC] (Local Limits/Categorical Standards)
 — Reporting Requirements [WENDB-PSNC]
 — Narrative Standards

- 11 Please specify a separate number for each type of violation, e.g. report, notification, and/or NSCIU certification.

**TPDES Pretreatment Program Annual Report Form for
Influent and Effluent Monitoring Results¹**

Reporting month/year: _____, _____ to _____, _____

TPDES Permit No.: _____ **Permittee:** _____ **Treatment Plant:** _____

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
METALS, CYANIDE AND PHENOLS											
Antimony, Total											
Arsenic, Total											
Beryllium, Total											
Cadmium, Total											
Chromium, Total											
Chromium (Hex)											
Chromium (Tri) ⁵											
Copper, Total											
Lead, Total											
Mercury, Total											
Nickel, Total											
Selenium, Total											
Silver, Total											
Thallium, Total											
Zinc, Total											
Cyanide, Available ⁶											
Cyanide, Total											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
Phenols, Total											
VOLATILE COMPOUNDS											
Acrolein											
Acrylonitrile											
Benzene											
Bromoform							See TTHM				
Carbon Tetrachloride											
Chlorobenzene											
Chlorodibromomethane							See TTHM				
Chloroethane											
2-Chloroethylvinyl Ether											
Chloroform							See TTHM				
Dichlorobromomethane							See TTHM				
1,1-Dichloroethane											
1,2-Dichloroethane											
1,1-Dichloroethylene											
1,2-Dichloropropane											
1,3-Dichloropropylene											
Ethyl benzene											
Methyl Bromide											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
Methyl Chloride											
Methylene Chloride											
1,1,2,2-Tetra-chloroethane											
Tetrachloroethylene											
Toluene											
1,2-Trans-Dichloroethylene											
1,1,1-Trichloroethane											
1,1,2-Trichloroethane											
Trichloroethylene											
Vinyl Chloride											
ACID COMPOUNDS											
2-Chlorophenol											
2,4-Dichlorophenol											
2,4-Dimethylphenol											
4,6-Dinitro-o-Cresol											
2,4-Dinitrophenol											
2-Nitrophenol											
4-Nitrophenol											
P-Chloro-m-Cresol											
Pentachlorophenol											
Phenol											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
2,4,6-Trichlorophenol											
BASE/NEUTRAL COMPOUNDS											
Acenaphthene											
Acenaphthylene											
Anthracene											
Benzidine											
Benzo(a)Anthracene											
Benzo(a)Pyrene											
3,4-Benzofluoranthene											
Benzo(ghi)Perylene											
Benzo(k)Fluoranthene											
Bis(2-Chloroethoxy)Methane											
Bis(2-Chloroethyl)Ether											
Bis(2-Chloroisopropyl)Ether											
Bis(2-Ethylhexyl)Phthalate											
4-Bromophenyl Phenyl Ether											
Butylbenzyl Phthalate											
2-Chloronaphthalene											
4-Chlorophenyl Phenyl Ether											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
Chrysene											
Dibenzo(a,h)Anthracene											
1,2-Dichlorobenzene											
1,3-Dichlorobenzene											
1,4-Dichlorobenzene											
3,3-Dichlorobenzidine											
Diethyl Phthalate											
Dimethyl Phthalate											
Di-n-Butyl Phthalate											
2,4-Dinitrotoluene											
2,6-Dinitrotoluene											
Di-n-Octyl Phthalate											
1,2-Diphenyl Hydrazine											
Fluoranthene											
Fluorene											
Hexachlorobenzene											
Hexachlorobutadiene											
Hexachloro-cyclopentadiene											
Hexachloroethane											
Indeno(1,2,3-cd)pyrene											
Isophorone											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
Naphthalene											
Nitrobenzene											
N-Nitrosodimethylamine											
N-Nitrosodi-n-Propylamine											
N-Nitrosodiphenylamine											
Phenanthrene											
Pyrene											
1,2,4-Trichlorobenzene											
PESTICIDES											
Aldrin											
Alpha-hexachlorocyclohexane (BHC)											
beta-BHC											
gamma-BHC (Lindane)											
delta-BHC											
Chlordane											
4,4-DDT											
4,4-DDE											
4,4-DDD											
Dieldrin											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
alpha-Endosulfan											
beta-Endosulfan											
Endosulfan Sulfate											
Endrin											
Endrin Aldehyde											
Heptachlor											
Heptachlor Epoxide											
Polychlorinated biphenols (PCBs) <i>The sum of PCB concentrations not to exceed daily average value.</i>											
PCB-1242							See PCBs				
PCB-1254							See PCBs				
PCB-1221							See PCBs				
PCB-1232							See PCBs				
PCB-1248							See PCBs				
PCB-1260							See PCBs				
PCB-1016							See PCBs				
Toxaphene											
ADDITIONAL TOXIC POLLUTANTS REGULATED UNDER 30 TAC CHAPTER 307											
Aluminum											
Barium											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
Bis(chloromethyl) ether ⁷											
Carbaryl											
Chloropyrifos											
Cresols											
2,4-D											
Danitol ⁸											
Demeton											
Diazinon											
Dicofol											
Dioxin/Furans ⁹											
Diuron											
Fluoride											
Guthion											
Hexachlorophene											
Malathion											
Methoxychlor											
Methyl Ethyl Ketone											
Mirex											
Nitrate-Nitrogen											
N-Nitrosodiethylamine											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
N-Nitroso-di-n-Butylamine											
Nonylphenol											
Parathion											
Pentachlorobenzene											
Pyridine											
1,2-Dibromoethane											
1,2,4,5-Tetrachlorobenzene											
2,4,5-TP (Silvex)											
Tributyltin ⁹											
2,4,5-Trichlorophenol											
TTHM (Total Trihalomethanes)											

Endnotes:

1. It is advised that the permittee collect the influent and effluent samples considering flow detention time through each wastewater treatment plant (WWTP).
2. The MAHL of the approved TBLLs or for each pollutant of concern (POC) for which the permittee has calculated a MAHL. Only complete the column labeled "Average Influent % of the MAHL," as a percentage, for pollutants that have approved TBLLs or for each POC for which the permittee has calculated a MAHL (U.S. Environmental Protection Agency *Local Limits Development Guidance*, July 2004, EPA933-R-04-002A).

The % of the MAHL is to be calculated using the following formulas:

$$\text{Equation A: } L_{\text{INF}} = (C_{\text{POLL}} \times Q_{\text{WWTP}} \times 8.34) / 1000$$

$$\text{Equation B: } L_{\%} = (L_{\text{INF}} / \text{MAHL}) \times 100$$

Where:

L_{INF} =	Current Average (Avg) influent loading in lb/day
C_{POLL} =	Avg concentration in $\mu\text{g/L}$ of all influent samples collected during the pretreatment year.
Q_{WWTP} =	Annual average flow of the WWTP in MGD, defined as the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months (or during the pretreatment year), and as described in the Definitions and Standard Permit Conditions section.
$L_{\%}$ =	% of the MAHL
MAHL =	Calculated MAHL in lb/day
8.34 =	Unit conversion factor

3. Daily average effluent limit (metal values are for total metals) as derived by the Texas Toxicity Modeling Program (TexTox). Effluent limits as calculated are designed to be protective of the Texas Surface Water Quality Standards. The permittee shall determine and indicate which effluent limit is the most stringent between the 30 TAC Chapter 319, Subchapter B (Hazardous Metals) limit, TexTox values, or any applicable limit in the Effluent Limitations and Monitoring Requirements Section of this TPDES permit. Shaded blocks need not be filled in unless the permittee has received a permit requirement/limit for the particular parameter.
4. Minimum analytical levels (MALs) and analytical methods as suggested in Tables E-1 and E-2 of the *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), as amended and adopted by the TCEQ. Pollutants that are not detectable above the MAL need to be reported as less than (<) the MAL numeric value.
5. Report result by subtracting Hexavalent Chromium from Total Chromium.
6. Either the method for Amenable to Chlorination or Weak-Acid Dissociable is authorized.
7. Hydrolyzes in water. Will not require permittee to analyze at this time.
8. EPA procedure not approved. Will not require permittee to analyze at this time.
9. Analyses are not required at this time for these pollutants unless there is reason to believe that these pollutants may be present.

BIOMONITORING REQUIREMENTS**CHRONIC BIOMONITORING REQUIREMENTS: FRESHWATER**

The provisions of this section apply to Outfalls 001, 002, and 003 for whole effluent toxicity (WET) testing.

1. Scope, Frequency, and Methodology

- a. The permittee shall test the effluent for toxicity in accordance with the provisions below. Such testing will determine if an appropriately dilute effluent sample adversely affects the survival, reproduction, or growth of the test organisms.
- b. The permittee shall conduct the following toxicity tests using the test organisms, procedures and quality assurance requirements specified in this part of this permit and in accordance with "Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms," fourth edition (EPA-821-R-02-013) or its most recent update:
 - 1) Chronic static renewal survival and reproduction test using the water flea (*Ceriodaphnia dubia*) (Method 1002.0). This test should be terminated when 60% of the surviving adults in the control produce three broods or at the end of eight days, whichever occurs first. This test shall be conducted once per quarter.
 - 2) Chronic static renewal 7-day larval survival and growth test using the fathead minnow (*Pimephales promelas*) (Method 1000.0). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

The permittee must perform and report a valid test for each test species during the prescribed reporting period. An invalid test must be repeated during the same reporting period. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. The permittee shall use five effluent dilution concentrations and a control in each toxicity test. These effluent dilution concentrations are 32%, 42%, 56%, 75%, and 100% effluent. The critical dilution, defined as 100% effluent, is the effluent concentration representative of the proportion of effluent in the receiving water during critical low flow or critical mixing conditions.
- d. This permit may be amended to require a WET limit, a chemical-specific effluent limit, a best management practice, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.

e. Testing Frequency Reduction

- 1) If none of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee may submit this information in writing and, upon approval, reduce the testing frequency to once per six months for the invertebrate test species and once per year for the vertebrate test species.
- 2) If one or more of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee shall continue quarterly testing for that species until this permit is reissued. If a testing frequency reduction had been previously granted and a subsequent test demonstrates significant toxicity, the permittee shall resume a quarterly testing frequency for that species until this permit is reissued.

2. Required Toxicity Testing Conditions

a. Test Acceptance - The permittee shall repeat any toxicity test, including the control and all effluent dilutions, which fail to meet the following criteria:

- 1) a control mean survival of 80% or greater;
- 2) a control mean number of water flea neonates per surviving adult of 15 or greater;
- 3) a control mean dry weight of surviving fathead minnow larvae of 0.25 mg or greater;
- 4) a control coefficient of variation percent (CV%) of 40 or less in between replicates for the young of surviving females in the water flea test; and the growth and survival endpoints in the fathead minnow test;
- 5) a critical dilution CV% of 40 or less for young of surviving females in the water flea test; and the growth and survival endpoints for the fathead minnow test, unless statistically significant toxicity is demonstrated at the critical dilution, in which case the test shall be considered valid;
- 6) a percent minimum significant difference of 47 or less for water flea reproduction; and
- 7) a PMSD of 30 or less for fathead minnow growth.

b. Statistical Interpretation

- 1) For the water flea survival and reproduction test, the statistical analyses used to determine the inhibition concentration of effluent that would cause a 25% reduction (IC₂₅) in survival or mean young per female shall be as described in the methods manual referenced in Part 1.b.

- 2) For the fathead minnow larval survival and growth tests, the statistical analyses used to determine the IC₂₅ in survival or growth shall be as described in the methods manual referenced in Part 1.b.
- 3) The permittee is responsible for reviewing test concentration-response relationships to ensure that calculated test-results are interpreted and reported correctly. The document entitled "Method Guidance and Recommendation for Whole Effluent Toxicity (WET) Testing (40 CFR Part 136)" (EPA 821-B-00-004) provides guidance on determining the validity of test results.
- 4) Most point estimates are derived from a mathematical model that assumes a continuous dose-response relationship. For any test result that demonstrates a non-continuous (threshold) response, or a non-monotonic dose-response relationship, the IC₂₅ should be determined based on the method guidance manual referenced in Item 3.
- 5) Pursuant to the responsibility assigned to the permittee in Part 2.b.3), test results that demonstrate a non-monotonic dose-response relationship may be submitted, prior to the due date, for technical review of test validity and acceptability. The method guidance manual referenced in Item 3 will be used as the basis, along with best professional judgement, for making a determination of test validity and acceptability.

c. Dilution Water

- 1) Dilution water used in the toxicity tests shall be the receiving water collected at a point upstream of the discharge as close as possible to the discharge point but unaffected by the discharge. Where the toxicity tests are conducted on effluent discharges to receiving waters that are classified as intermittent streams, or where the toxicity tests are conducted on effluent discharges where no receiving water is available due to zero flow conditions, the permittee shall:
 - a) substitute a synthetic dilution water that has a pH, hardness, and alkalinity similar to that of the closest downstream perennial water unaffected by the discharge; or
 - b) use the closest downstream perennial water unaffected by the discharge.
- 2) Where the receiving water proves unsatisfactory as a result of pre-existing instream toxicity (i.e. fails to fulfill the test acceptance criteria of Part 2.a.), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:
 - a) a synthetic lab water control was performed (in addition to the receiving water control) which fulfilled the test acceptance requirements of Part 2.a;

- b) the test indicating receiving water toxicity was carried out to completion (i.e., 7 days);
 - c) the permittee submitted all test results indicating receiving water toxicity with the reports and information required in Part 3.
- 3) The synthetic dilution water shall consist of standard, moderately hard, reconstituted water. Upon approval, the permittee may substitute other appropriate dilution water with chemical and physical characteristics similar to that of the receiving water.
- d. Samples and Composites
 - 1) The permittee shall collect a minimum of three composite samples from the outfall being sampled. The second and third composite samples will be used for the renewal of the dilution concentrations for each toxicity test.
 - 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged on an intermittent basis.
 - 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the first composite sample. The holding time for any subsequent composite sample shall not exceed 72 hours. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
 - 4) If Outfall 001 ceases discharging during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum number of effluent portions, and the sample holding time are waived during that sampling period. However, the permittee must have collected an effluent composite sample volume sufficient to complete the required toxicity tests with renewal of the effluent. When possible, the effluent samples used for the toxicity tests shall be collected on separate days if the discharge occurs over multiple days. The sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report.
 - 5) The effluent samples shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced in Part 1.b. for every valid and invalid toxicity test initiated whether carried to completion or not.

- b. The permittee shall routinely report the results of each biomonitoring test on the Table 1 forms provided with this permit.
 - 1) Annual biomonitoring test results are due on or before January 20th for biomonitoring conducted during the previous 12-month period.
 - 2) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.
 - 3) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.
 - 4) Monthly biomonitoring test results are due on or before the 20th day of the month following sampling.
- c. Enter the following codes for the appropriate parameters for valid tests only:
 - 1) For the water flea, Parameter T4P3B, enter a "1" if the IC25 for survival is less than the critical dilution; otherwise, enter a "0."
 - 2) For the water flea, Parameter T6P3B, report the IC25 for survival.
 - 3) For the water flea, Parameter T5P3B, enter a "1" if the IC25 for reproduction is less than the critical dilution; otherwise, enter a "0."
 - 4) For the water flea, Parameter T7P3B, report the IC25 for reproduction.
 - 5) For the fathead minnow, Parameter T4P6C, enter a "1" if the IC25 for survival is less than the critical dilution; otherwise, enter a "0."
 - 6) For the fathead minnow, Parameter T6P6C, report the IC25 for survival.
 - 7) For the fathead minnow, Parameter T5P6C, enter a "1" if the IC25 for growth is less than the critical dilution; otherwise, enter a "0."
 - 8) For the fathead minnow, Parameter T7P6C, report the IC25 for growth.
- d. Enter the following codes for retests only:
 - 1) For retest number 1, Parameter 22415, enter a "1" if the IC25 for survival is less than the critical dilution; otherwise, enter a "0."
 - 2) For retest number 2, Parameter 22416, enter a "1" if the IC25 for survival is less than the critical dilution; otherwise, enter a "0."

analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall describe an approach for the reduction or elimination of lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:

- 1) **Specific Activities** - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled "Toxicity Identification Evaluation: Characterization of Chronically Toxic Effluents, Phase I" (EPA/600/6-91/005F) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
 - 2) **Sampling Plan** - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects a specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;
 - 3) **Quality Assurance Plan** - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and
 - 4) **Project Organization** - The TRE action plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.
- d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:

- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant performed during the quarter;
 - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
 - 3) any data and substantiating documentation which identifies the pollutant(s) and source of effluent toxicity;
 - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
 - 5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution; and
 - 6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.
- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive months with at least monthly testing. At the end of the 12 months, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 28 months from the last test day of the retest that confirmed significant lethal effects at the critical dilution. The permittee may

petition the Executive Director (in writing) for an extension of the 28-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE. The report shall provide information pertaining to the specific control mechanism selected that will, when implemented, result in the reduction of effluent toxicity to no significant lethality at the critical dilution. The report shall also provide a specific corrective action schedule for implementing the selected control mechanism.

- h. Based on the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements, where necessary, require a compliance schedule for implementation of corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.
- i. Copies of any and all required TRE plans and reports shall also be submitted to the U.S. EPA Region 6 office, 6WQ-PO.

Dates and Times Composites Collected	Date		Time		Date		Time	
	No.	FROM:			TO:			
	No. 1	FROM:			TO:			
	No. 2	FROM:			TO:			
	No. 3	FROM:			TO:			

Dilution water used: _____ Receiving water _____ Synthetic Dilution water _____

REP	Percent effluent					
	0%	32%	42%	56%	75%	100%
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
Survival Mean						
Total Mean						
CV%*						

Designate males (M), and dead females (D), along with number of neonates (x) released prior to death.

TABLE 1 (SHEET 2 OF 4)

CERIODAPHNIA DUBIA SURVIVAL AND REPRODUCTION TEST

PERCENT SURVIVAL

Time of Reading	Percent effluent					
	0%	32%	42%	56%	75%	100%
24h						
48h						
End of Test						

1. Is the IC₂₅ for reproduction less than the critical dilution (100%)? _____ YES
_____ NO

2. Is the IC₂₅ for survival less than the critical dilution (100%)? _____ YES _____
NO

3. Enter percent effluent corresponding to each IC₂₅ below:

IC₂₅ survival = _____%

IC₂₅ reproduction = _____%

TABLE 1 (SHEET 3 OF 4)

BIOMONITORING REPORTING

FATHEAD MINNOW LARVAE GROWTH AND SURVIVAL

Dates and Times
Composites
Collected

No. 1 FROM: _____ Date _____ Time _____ TO: _____ Date _____ Time _____

No. 2 FROM: _____ TO: _____

No. 3 FROM: _____ TO: _____

Test initiated: _____ am/pm _____ date

Dilution water used: _____ Receiving water _____ Synthetic dilution water

FATHEAD MINNOW GROWTH DATA

Effluent Concentration	Average Dry Weight in replicate chambers					Mean Dry Weight	CV%*
	A	B	C	D	E		
0%							
32%							
42%							
56%							
75%							
100%							

* Coefficient of Variation = standard deviation x 100/mean

TABLE 1 (SHEET 4 OF 4)
BIOMONITORING REPORTING
FATHEAD MINNOW GROWTH AND SURVIVAL TEST

FATHEAD MINNOW SURVIVAL DATA

Effluent Concentration	Percent Survival in replicate chambers					Mean percent survival			CV%*
	A	B	C	D	E	24h	48h	7 day	
0%									
32%									
42%									
56%									
75%									
100%									

* Coefficient of Variation = standard deviation x 100/mean

1. Is the IC25 for growth less than the critical dilution (100%)? _____ YES _____ NO
2. Is the IC25 for survival less than the critical dilution (100%)? _____ YES _____ NO
3. Enter percent effluent corresponding to each IC25 below:
 IC25 survival = _____ %
 IC25 growth = _____ %

24-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this section apply to Outfalls 001, 002, and 003 for whole effluent toxicity (WET) testing.

1. Scope, Frequency, and Methodology

- a. The permittee shall test the effluent for lethality in accordance with the provisions in this section. Such testing will determine compliance with Texas Surface Water Quality Standard 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the appropriate test organisms in 100% effluent for a 24-hour period.
- b. The toxicity tests specified shall be conducted once per six months. The permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this section of the permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms," fifth edition (EPA-821-R-02-012) or its most recent update:
 - 1) Acute 24-hour static toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.
 - 2) Acute 24-hour static toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.

The permittee must perform and report a valid test for each test species during the prescribed reporting period. An invalid test must be repeated during the same reporting period. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. In addition to an appropriate control, a 100% effluent concentration shall be used in the toxicity tests. Except as discussed in item 2.b., the control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
- d. This permit may be amended to require a WET limit, a Best Management Practice (BMP), Chemical-Specific (CS) limits, or other appropriate actions to address toxicity. The permittee may be required to conduct a Toxicity Reduction Evaluation after multiple toxic events.
- e. As the dilution series specified in the Chronic Biomonitoring Requirements includes a 100% effluent concentration, the results from those tests may fulfill the requirements of this Section; any tests performed in the proper time interval may be substituted. Compliance will be evaluated as specified in item a. The 50% survival in 100% effluent for a 24-hour period standard applies to all tests utilizing a 100% effluent dilution, regardless of whether the results are submitted to comply with the minimum testing frequency defined in item b.

2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control, if the control fails to meet a mean survival equal to or greater than 90%.
- b. Dilution Water - In accordance with item 1.c., the control and dilution water shall normally consist of standard, synthetic, moderately hard, reconstituted water. If the permittee utilizes the results of a chronic test to satisfy the requirements in item 1.e., the permittee may use the receiving water or dilution water that meets the requirements of item 2.a as the control and dilution water.
- c. Samples and Composites
 - 1) The permittee shall collect one composite sample from the outfall being sampled.
 - 2) The permittee shall collect the composite samples such that the sample is representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged.
 - 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the composite sample. The samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
 - 4) If Outfall 001 ceases discharging during the collection of the effluent composite sample, the requirements for the minimum number of effluent portions are waived. However, the permittee must have collected a composite sample volume sufficient for completion of the required test. The abbreviated sample collection, duration, and methodology must be documented in the full report.
 - 5) The effluent sample shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted pursuant to this permit in accordance with the manual referenced in Part 1.b. for every valid and invalid toxicity test initiated.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 2 forms provided with this permit.
 - 1) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.

- 2) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.

c. Enter the following codes for the appropriate parameters for valid tests only:

- 1) For the water flea, Parameter TIE3D, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."
- 2) For the fathead minnow, Parameter TIE6C, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."

d. Enter the following codes for retests only:

- 1) For retest number 1, Parameter 22415, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."
- 2) For retest number 2, Parameter 22416, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."

4. Persistent Mortality

The requirements of this part apply when a toxicity test demonstrates significant lethality, which is defined as a mean mortality of 50% or greater of organisms exposed to the 100% effluent concentration for 24 hours.

- a. The permittee shall conduct 2 additional tests (retests) for each species that demonstrates significant lethality. The two retests shall be conducted once per week for 2 weeks. Five effluent dilution concentrations in addition to an appropriate control shall be used in the retests. These effluent concentrations are 6%, 13%, 25%, 50% and 100% effluent. The first retest shall be conducted within 15 days of the laboratory determination of significant lethality. All test results shall be submitted within 20 days of test completion of the second retest. Test completion is defined as the 24th hour.
- b. If one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.

- b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analysis to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall lead to the successful elimination of significant lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:
- 1) **Specific Activities** - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
 - 2) **Sampling Plan** - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures, and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects a specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;
 - 3) **Quality Assurance Plan** - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and
 - 4) **Project Organization** - The TRE action plan should describe the project staff, manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.

- d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly TRE activities reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant performed during the quarter;
 - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
 - 3) any data and substantiating documentation that identifies the pollutant and source of effluent toxicity;
 - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
 - 5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to eliminate significant lethality; and
 - 6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.
- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive weeks with at least weekly testing. At the end of the 12 weeks, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 18 months from the last test day of the retest that demonstrates significant lethality. The permittee may petition the Executive Director (in writing) for an extension of the 18-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE. The report shall specify the control mechanism that will, when implemented, reduce effluent toxicity as specified in item 5.h. The report will also specify a corrective action schedule for implementing the selected control mechanism.
- h. Within 3 years of the last day of the test confirming toxicity, the permittee shall comply with 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the test organism in 100% effluent at the end of 24-hours. The permittee may petition the Executive Director (in writing) for an extension of the 3-year limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE.

The permittee may be exempted from complying with 30 TAC § 307.6(e)(2)(B) upon proving that toxicity is caused by an excess, imbalance, or deficiency of dissolved salts. This exemption excludes instances where individually toxic components (e.g., metals) form a salt compound. Following the exemption, this permit may be amended to include an ion-adjustment protocol, alternate species testing, or single species testing.

- i. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements where necessary, require a compliance schedule for implementation of corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.
- j. Copies of any and all required TRE plans and reports shall also be submitted to the U.S. EPA Region 6 office, 6WQ-PO.

TABLE 2 (SHEET 1 OF 2)

WATER FLEA SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC₅₀ below:

24 hour LC₅₀ = _____% effluent

TABLE 2 (SHEET 2 OF 2)
FATHEAD MINNOW SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC50 below:

24 hour LC50 = _____% effluent

City of Abilene
WQ0010334004

ALAN PLUMMER
ASSOCIATES, INC.

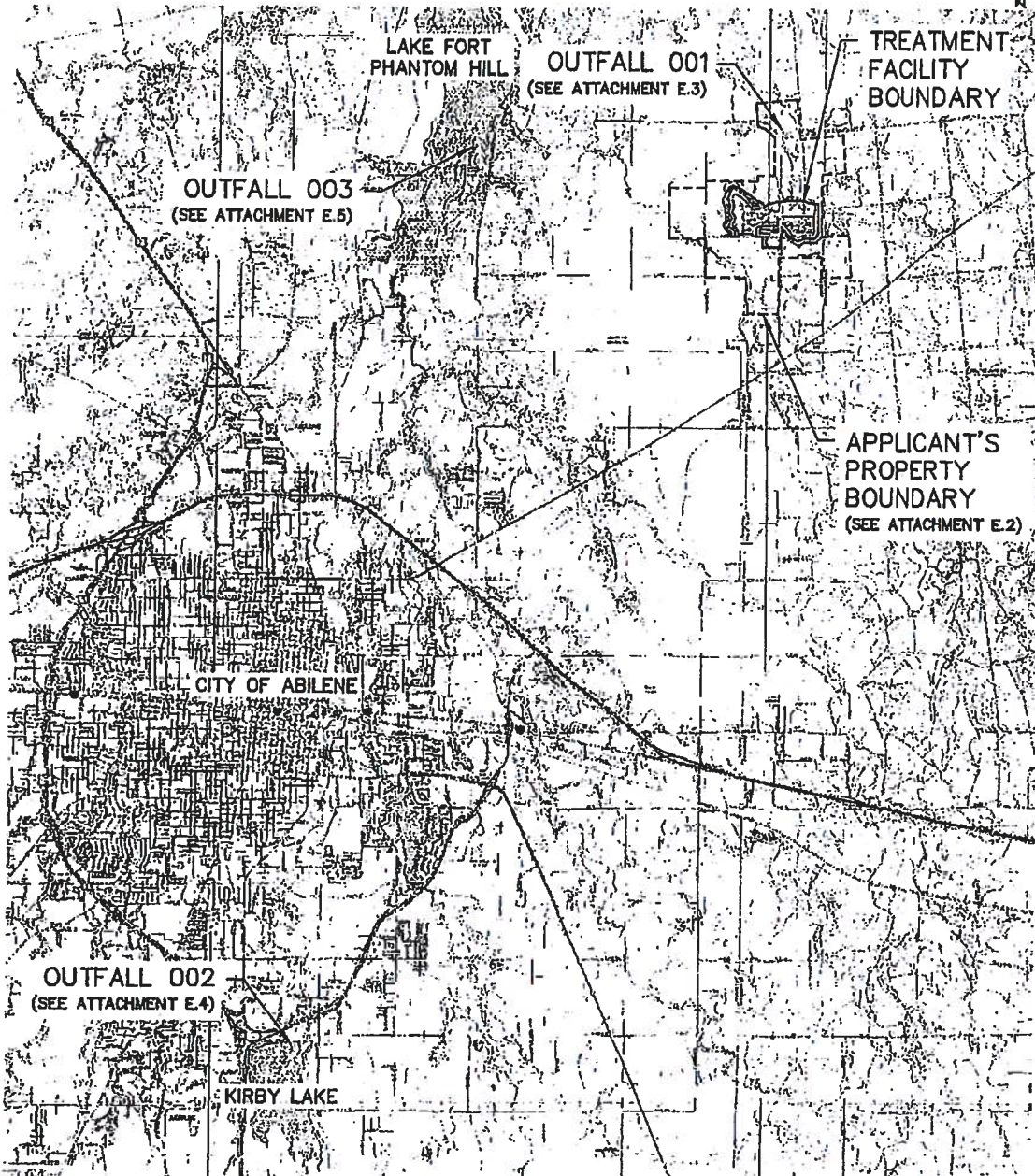
ENVIRONMENTAL
ENGINEERS AND SCIENTISTS



Enprotech, Jirinec & Todd

ATTACHMENT A

0 2
MILES



ATTACHMENT E.1
CITY OF ABILENE
TPDES PERMIT APPLICATION
HAMBY WASTEWATER TREATMENT FACILITY
AFFECTED LANDOWNERS LEGEND MAP

TEXAS REGISTERED ENGINEERING FIRM F-13
8/14/2013 2:45 PM Mr. Projects\0468\028-01\wood\FIGURES\ATT-E-1.dwg Brian D



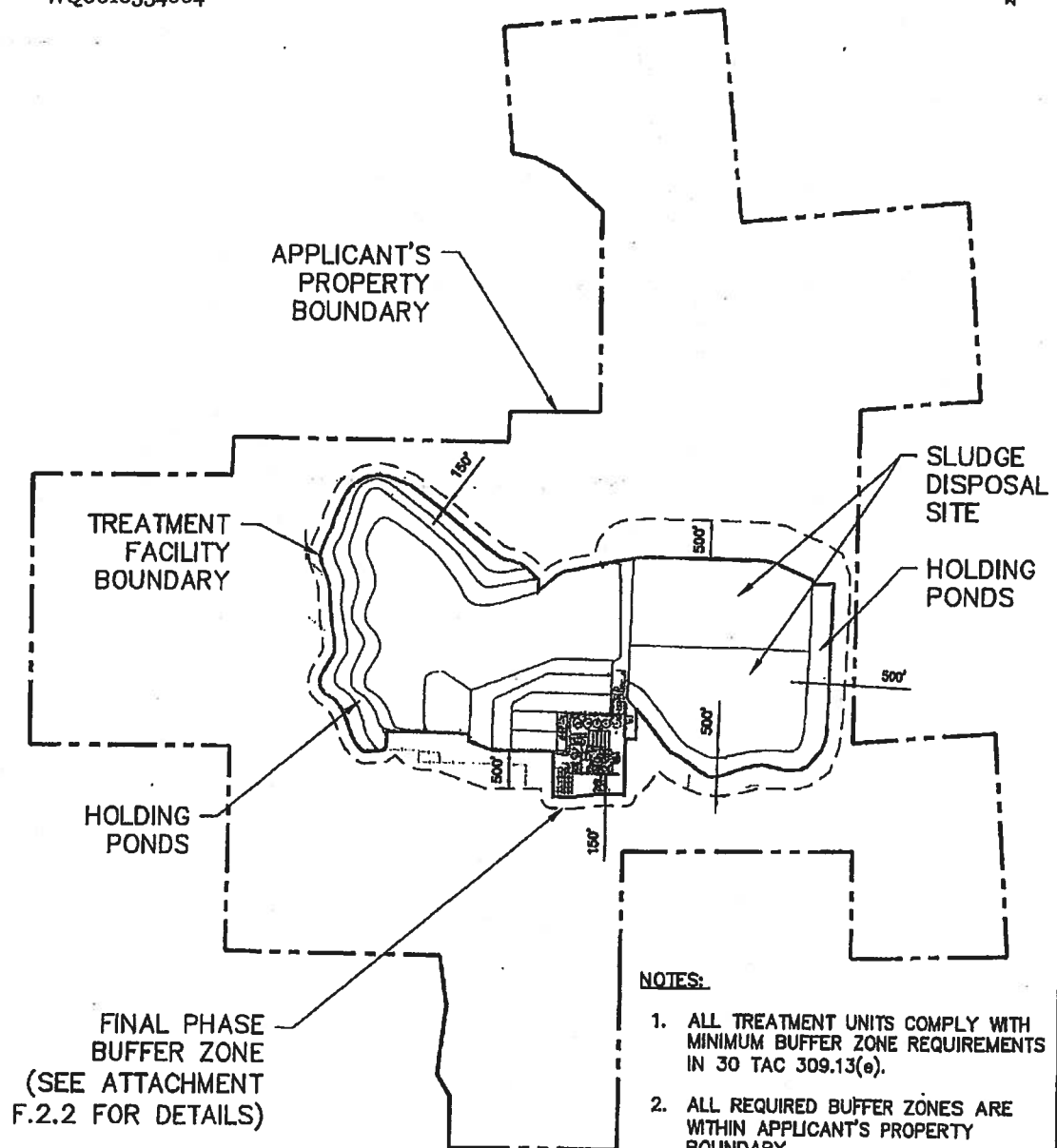
ALAN PLUMMER
ASSOCIATES, INC.
ENVIRONMENTAL
ENGINEERS AND SCIENTISTS

HDR

City of Abilene
WQ0010334004

ATTACHMENT B

FEET
0 2000



NOTES:

1. ALL TREATMENT UNITS COMPLY WITH MINIMUM BUFFER ZONE REQUIREMENTS IN 30 TAC 309.13(e).
2. ALL REQUIRED BUFFER ZONES ARE WITHIN APPLICANT'S PROPERTY BOUNDARY.

ATTACHMENT F.2.1 CITY OF ABILENE TPDES PERMIT APPLICATION HAMBY WASTEWATER TREATMENT FACILITY BUFFER ZONE MAP - FINAL PHASE

TEXAS REGISTERED ENGINEERING FIRM F-13
8/16/2013 11:39 AM \\c:\projects\10456\028-01\acad\FIGURES\ATT-F-2-1.dwg Brian D

City of Abilene

TPDES Permit No. WQ0010334004

TCEQ

ATTACHMENT C

Annual Sludge Summary Report Form (Monofill)

Note 1: In addition to this summary form, you need submit the information required per 30 TAC 312.48.

Note 2: Please place this form at the top of your Annual Sludge Report.

Note 3: If you operate other registered/permited site, then fill-out this form for each one of those sites.

Note 4: Also send one complete copy of your report and this form to local TCEQ regional office.

For TCEQ Fiscal year _____ : Reporting period from August 1, _____, July 31, _____.	
PERMIT NO.: _____	DATE: _____
NAME OF PERMITTEE : _____	
MAILING ADDRESS: _____	

CONTACT PERSON:	Name: _____ Telephone No: _____

Waste Disposed Via Monofill :

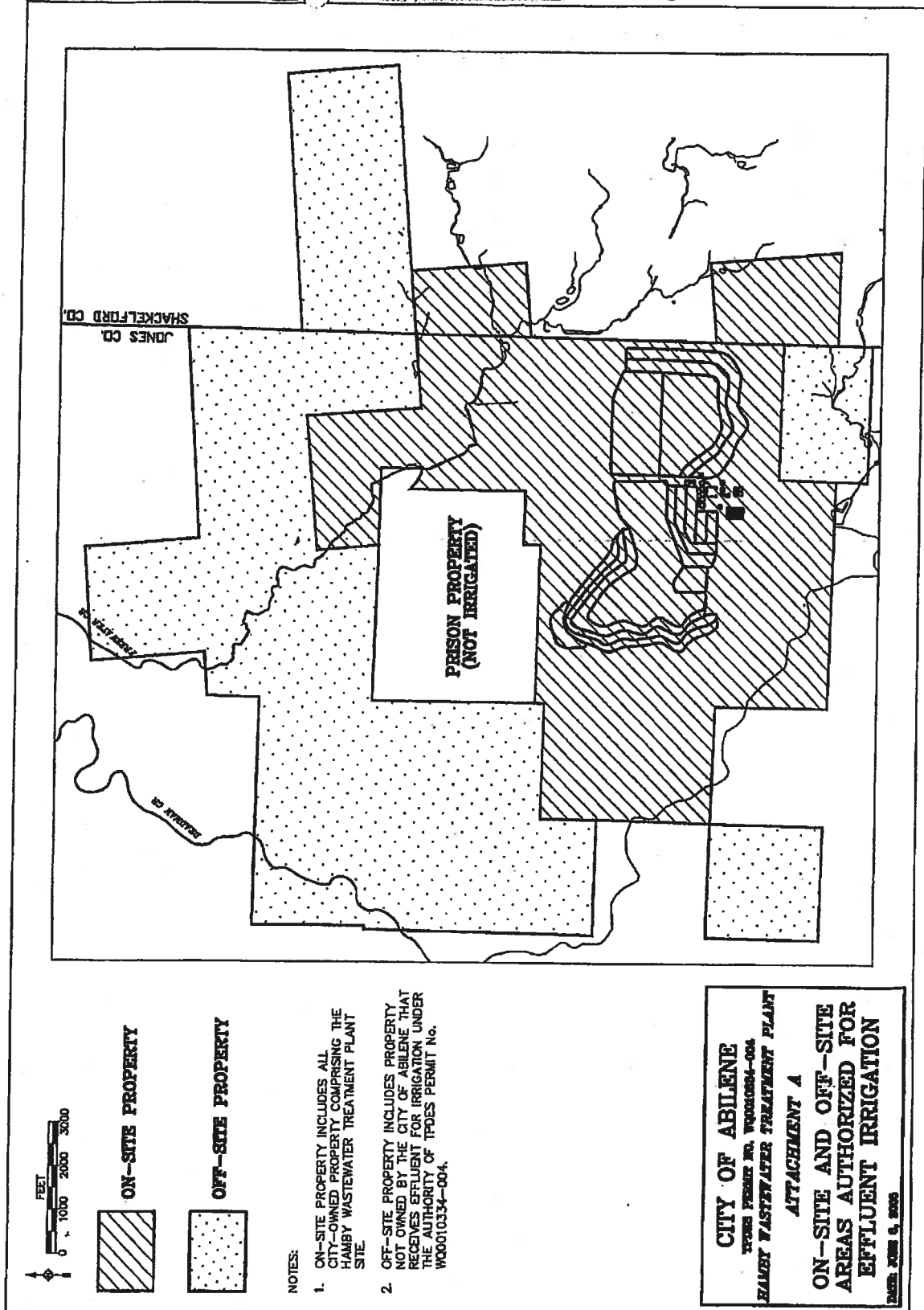
- a. Class B Sewage Sludge: _____ dry tons / year
- b. Class A Sewage Sludge: _____ dry tons/ year
- b. Water Treatment Plant Sludge: _____ dry tons/year
- c. Domestic Septage: _____ gal/year
- e. Acreage used for Sludge disposal at this site:- _____ acres
- f. Site Vegetation (such as grass type etc):- _____

Please submit the information listed below with this form:

- 1. The frequency of monitoring which applies to the permittee.
- 2. Sludge metals analysis data.
- 3. Level of pathogen reduction achieved (for sewage sludge only).
- 4. Alternative used as listed in 30 TAC §312.82 (a) or (b). Describe how the pathogen reduction requirements are met (for sewage sludge only).
- 5. Vector attraction reduction alternative used as listed in 30 TAC §312.83 (for sewage sludge only).
- 6. The certification statement listed in 30 TAC §312.67(a)(2)(B) shall be attached to the annual reporting form.

PLEASE MAIL THE COMPLETED ANNUAL REPORT TO :

Texas Commission on Environmental Quality
Municipal Permits Team (MC 148)
Wastewater Permitting Section
P.O. Box 13087
Austin, TX 78711-3087



Attachment E

Table 1 – Conventional and Non-conventional

Outfall No.:	☐ C ☐ G	Effluent Concentration (mg/L)				
Pollutant		Samp.	Samp.	Samp.	Samp.	Average
Flow (MGD)						
BOD (5-day)						
CBOD (5-day)						
Chemical Oxygen Demand						
Total Organic Carbon						
Dissolved Oxygen						
Ammonia Nitrogen						
Total Suspended Solids						
Nitrate Nitrogen						
Total Organic Nitrogen						
Total Phosphorus						
Oil and Grease						
Total Residual Chlorine						
Total Dissolved Solids						
Sulfate						
Chloride						
Fluoride						
Total Alkalinity (mg/L as CaCO ₃)						
Temperature (°F)						
pH (Standard Units; min/max)						

Table 2 – Metals

Pollutant	Effluent Concentration (µg/L) ¹					MAL ² (µg/L)
	Samp.	Samp.	Samp.	Samp.	Average	
Aluminum, Total						2.5
Antimony, Total						5
Arsenic, Total						0.5
Barium, Total						3
Beryllium, Total						0.5
Cadmium, Total						1
Chromium, Total						3
Chromium, Hexavalent						3
Chromium, Trivalent						N/A
Copper, Total						2
Cyanide, Free						10
Lead, Total						0.5
Mercury, Total						0.005
Nickel, Total						2
Selenium, Total						5

¹ Indicate units if different than µg/L.

² Minimum Analytical Level

Pollutant	Effluent Concentration (µg/L) ¹					MAL ² (µg/L)
	Samp.	Samp.	Samp.	Samp.	Average	
Silver, Total						0.5
Thallium, Total						0.5
Zinc, Total						5.0

Table 3 – Toxic Pollutants with Water Quality Criteria

Outfall No.:	☐ C ☐ G	Samp. 1 (µg/L) ³	Samp. 2 (µg/L) ³	Samp. 3 (µg/L) ³	Samp. 4 (µg/L) ³	Avg. (µg/L) ³	MAL (µg/L)
Pollutant							
Acrolein							0.7
Acrylonitrile							50
Anthracene							10
Benzene							10
Benidine							50
Benzo(a)anthracene							5
Benzo(a)pyrene							5
Bis(2-chloroethyl)ether							10
Bis(2-ethylhexyl) phthalate							10
Bromodichloromethane							10
Bromoform							10
Carbon Tetrachloride							2
Chlorobenzene							10
Chlorodibromomethane							10
Chloroform							10
Chrysene							5
Cresols							10
1,2-Dibromoethane							10
<i>m</i> -Dichlorobenzene							10
<i>o</i> -Dichlorobenzene							10
<i>p</i> -Dichlorobenzene							10
3,3'-Dichlorobenzidine							5
1,2-Dichloroethane							10
1,1-Dichloroethylene							10
Dichloromethane							20
1,2-Dichloropropane							10
1,3-Dichloropropylene							10
2,4-Dimethylphenol							10
Di- <i>n</i> -Butyl Phthalate							10
Epichlorohydrin							1,000
Ethylbenzene							10
Ethylene Glycol							—
Fluoride							500
Hexachlorobenzene							5
Hexachlorobutadiene							10
Hexachlorocyclopentadiene							10

³ Indicate units if different than µg/L.

Outfall No.:	☐ C ☐ G	Samp. 1	Samp. 2	Samp. 3	Samp. 4	Avg.	MAL
Pollutant		(µg/L) ³	(µg/L) ³	(µg/L) ³	(µg/L) ³	(µg/L) ³	(µg/L)
Hexachloroethane							20
4,4'-Isopropylidenediphenol [bisphenol A]							—
Methyl Ethyl Ketone							50
Methyl <i>tert</i> -butyl ether [MTBE]							—
Nitrobenzene							10
N-Nitrosodiethylamine							20
N-Nitroso-di- <i>n</i> -Butylamine							20
Nonylphenol							333
Pentachlorobenzene							20
Pentachlorophenol							5
Phenanthrene							10
Polychlorinated Biphenyls (PCBs) ⁴							0.2
Pyridine							20
1,2,4,5-Tetrachlorobenzene							20
1,1,2,2-Tetrachloroethane							10
Tetrachloroethylene							10
Toluene							10
1,1,1-Trichloroethane							10
1,1,2-Trichloroethane							10
Trichloroethylene							10
2,4,5-Trichlorophenol							50
TTHM (Total Trihalomethanes)							10
Vinyl Chloride							10

³ Indicate units if different than µg/L.

⁴ Total of detects for PCB-1242, PCB-1254, PCB-1221, PCB-1232, PCB-1248, PCB-1260, PCB-1016. If all values are non-detects, enter the highest non-detect preceded by a "<" symbol.

Parameters used in the DRASTIC system are divided into ranges with corresponding ratings. Rating values depend on the impact of the factor on contamination potential. The general and agricultural DRASTIC evaluations use the same ranges and rating values, but the weighting of parameters changes. Weighting represents an attempt to define the relative importance of each factor in its ability to affect pollution transport to and within the aquifer and it creates the differences between the general and agricultural indices (Texas Water Commission, 1989).

Two pollution potential numbers, one for generalized pollution sources and one for pollution due to agricultural activities, are derived for each hydrogeologic setting. The formula for the index number is:

$$I = (Dr \times Dw) + (Rr \times Rw) + (Ar \times Aw) + (Sr \times Sw) + (Tr \times Tw) + (Ir \times Iw) + (Cr \times Cw)$$

I = DRASTIC index number
D, R, A, S, T, I, C - parameters
r - rating
w - weight

Maps are labeled with designations for the hydrogeologic settings and pollution potential numbers and the indices are then divided into ranges for color coding of the final maps.

More detailed information may be found in *DRASTIC: A standardized system for evaluating ground water pollution potential using hydrogeologic settings*: U.S. Environmental Protection Agency, EPA/600/2-87/035, authored by L. Allen, T. Bennett, J. H. Lehr, R. J. Petty and G. Hackett.

(7) Edwards Aquifer--That portion of an arcuate belt of porous, water bearing, predominantly carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone trending from west to east to northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson counties; and composed of the Salmon Peak Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Formation, and Georgetown Formation. The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally. (See Chapter 213 of this title (relating to Edwards Aquifer).)

(8) Edwards Aquifer Recharge zone--Generally, that area where the stratigraphic units constituting the Edwards Aquifer crop out, and including the outcrops of other geologic formations in proximity to the Edwards Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a

potential for recharge of surface waters into the Edwards Aquifer. The recharge zone is identified as that area designated as such on official maps located in the offices of the commission and the Edwards Underground Water District. (See Chapter 213 of this title (related to Edwards Aquifer).)

(9) Food crop--Any crops intended for direct human consumption.

(10) Initial holding pond--An impoundment which first receives reclaimed water from a producer at the quality levels established by this chapter, not including subsequent holding ponds.

(11) Geometric mean--The n^{th} root of the product of all measurements made in a particular period of time, for example in a month's time, where n equals the number of measurements made. In the alternative, the geometric mean can also be computed as the antilogarithm of the sum of the logarithm of each measurement made. Where any measurement using either computation method equals zero, it must be substituted with the value of one.

(12) l--Liter.

(13) Landscape impoundment--Body of reclaimed water which is used for aesthetic enjoyment or which otherwise serves a function not intended to include contact recreation.

(14) Leak detection system--A system or device designed, constructed, maintained, and operated with a pond that is capable of immediately detecting a release of leachate or reclaimed water that migrates through a liner. The system may typically include a leachate collection system along with either leak detection sensors or view ports.

(15) Municipal wastewater--Waste or wastewater discharged into a publicly owned or a privately owned sewerage treatment works primarily consisting of domestic waste.

(16) mg/l--Milligram per liter.

(17) NTU--Nephelometric turbidity units.

(18) Nuisance--Any distribution, storage, or use of reclaimed water, in such concentration and of such duration that is or may tend to be injurious to or which adversely affects human health or welfare, animal life, vegetation, or property, or which interferes with the normal use and enjoyment of animal life, vegetation, or property.

(19) On-channel pond--An impoundment wholly or partially within a definite channel of a stream in which water flows within a defined bed and banks, originating from a definite source or sources. The water may flow continuously or intermittently, and if intermittently, with some degree of regularity, dependent on the characteristics of the source or sources.

(20) Permit or permitted--A written document issued by the commission or executive director in accordance with Chapter 305 of this title (relating to Consolidated Permits) which, by its conditions, may authorize the permittee to construct, install, modify, or operate, in accordance with stated limitations, a specified facility for waste discharge, including a wastewater discharge permit.

(21) Pond system--Wastewater facility in which primary treatment followed by stabilization ponds are used for secondary treatment and in which the ponds have been designed and constructed in accordance with applicable design criteria. (See Chapter 317 of this title (relating to the Design Criteria for Sewerage Systems).)

(22) Producer--A person or entity that produces reclaimed water by treating domestic wastewater or municipal wastewater, in accordance with a permit or other authorization of the Agency, to meet the quality criteria established in this chapter.

(23) Provider--A person or entity that distributes reclaimed water to a user(s) of reclaimed water. For purposes of this chapter, the reclaimed water provider may also be a reclaimed water producer.

(24) Reclaimed water--Domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use, pursuant to the provisions of this chapter and other applicable rules and permits.

(25) Restricted landscaped area--Land which has vegetative cover to which public access is controlled in some manner. Access may be controlled by either legal means (e.g. state or city ordinance) or controlled by some type of physical barrier (e.g., fence or wall). Example of such areas are: golf courses; cemeteries; roadway rights-of-way; median dividers.

(26) Restricted recreational impoundment--Body of reclaimed water in which recreation is limited to fishing, boating and other non-contract recreational activities.

(27) Single grab sample--An individual sample collected in less than 15 minutes.

(28) Spray irrigation--Application of finely divided water droplets using artificial means.

(29) Subsequent holding pond--A pond or impoundment which receives reclaimed water from an initial holding pond where the quality of the water changes after management in the initial holding pond, due to factors which may include:

(A) the addition of water occurs such as contributions from surface water or ground water sources, but not including contributions of reclaimed water, domestic wastewater, or municipal wastewater;

(B) some type of utilization of the reclaimed water for a beneficial use occurs; or

(C) commingling of reclaimed water with surface water runoff where it occurs between storage in an initial holding pond and the subsequent holding pond.

(30) Surface irrigation--Application of water by means other than spraying so that contact between the edible portion of any food crop and the irrigation water is prevented.

(31) Type I reclaimed water use--Use of reclaimed water where contact between humans and the reclaimed water is likely.

(32) Type II reclaimed water use--Use of reclaimed water where contact between humans and the reclaimed water is unlikely.

(33) Unrestricted landscaped area--Land which has had its plant cover modified and access to which is uncontrolled. Examples of such areas are: parks; school yards; greenbelts; residences.

(34) User--Person or entity utilizing reclaimed water for a beneficial use, in accordance with the requirements of this chapter. A reclaimed water user may also be a producer or a provider.

Adopted January 8, 1997

Effective February 12, 1997

§210.4. Notification.

(a) Before providing reclaimed water to another for a use allowable under this chapter, the reclaimed water provider shall notify the executive director and obtain written approval to provide the reclaimed water. The notification shall include:

(1) a description of the intended use of the reclaimed water, including quantity, quality, origin, and location and purpose of intended use;

(2) a clear indication of the means for compliance with this chapter, including documentation that a user will be apprised of their responsibilities under this chapter as a part of the water supply contract or other binding agreement;

(3) evidence in a water supply contract or other binding agreement of the provider's authority to terminate reclaimed water use that is noncompliant with this chapter; and

(4) an operation and maintenance plan that is required under ordinance or is to be a part of the water supply contract or other binding agreement, where applicable, and which shall contain, as a minimum, the following:

(A) a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable water lines;

(B) the measures that will prevent unauthorized access to reclaimed water facilities (eg., secured valves);

(C) procedures for monitoring reclaimed water transfers and use;

(D) steps the user must utilize to minimize the risk of inadvertent human exposure;

(E) schedules for routine maintenance;

(F) a plan for carrying out provider employee training and safety relating to reclaimed water treatment, distribution, and management; and

(G) contingency plan for remedy of system failures, unauthorized discharges, or upsets.

(b) If the provider is not the producer, a description of the origin of the reclaimed water, its quality based upon the parameters contained in the underlying waste discharge permit(s), and a signed agreement from the producer authorizing the transfer of the reclaimed water to the provider. If applicable, a reclaimed water provider or user may need to obtain a separate water right authorization from the commission.

(c) A producer who chooses to use reclaimed water for a beneficial use only within the boundaries of a wastewater treatment facility permitted by the commission, may do so without notification otherwise required by this section. In

such instances, the producer is still required to comply with all applicable requirements of this chapter pertaining to the reclaimed water use.

(d) If effluent is to be used for irrigation within the Edwards Aquifer recharge zone, plans and specifications for the disposal system must be submitted to the executive director for review and approval prior to construction of the facility in accordance with Chapter 213 of this title (relating to Edwards Aquifer).

(e) Major changes from a prior notification for use of reclaimed water must be approved by the executive director. A major change includes:

(1) a change in the boundary of the approved service area not including the conversion of individual lots within a subdivision to reclaimed water use;

(2) the addition of a new producer;

(3) major changes in the intended use, such as conversion from irrigation of a golf course to residential irrigation; or

(4) changes from either Type I or Type II uses to the other.

Adopted January 8, 1997

Effective February 12, 1997

§210.5. Authorization for the Use of Reclaimed Water.

(a) Prior to discharging any reclaimed water to the waters in the state, the provider or user shall obtain a permit from the commission in accordance with the requirements of Chapter 305 of this title (relating to Consolidated Permits) except as provided for by §210.22(g) of this title (relating to General Requirements).

(b) The executive director may require a reclaimed water user to apply for and obtain a permit to utilize reclaimed water if the reclaimed water use poses potential or actual adverse impacts upon human health, soil and ground water resources, or aquatic life.

(c) For purposes of this chapter, no permit issued pursuant to Chapter 305 of this title (relating to Consolidated Permits) will be required for additional treatment required to meet the quality standards of §210.33 of this title (relating to Quality Standards for Using Reclaimed Water), unless such additional treatment results in a discharge of wastewater into waters in the state.

(d) A reclaimed water provider or user who accepts effluent meeting the Type II quality criteria and that must also meet the Type I quality criteria for a proposed use must provide additional treatment for the proposed new use. The additional

manner of treatment must be authorized by the executive director. The provider or user must notify and be granted an authorization from the executive director prior to engaging in such activity. Examples of such additional treatment may include processes for disinfection or filtration of the reclaimed water. Such authorization may be granted by the executive director after review of the proposed plans and specifications submitted to the executive director for the additional treatment. This request for authorization may be submitted to the executive director along with the notification required by §210.4 of this title (relating to Notification).

(e) If a provider or user elects to treat reclaimed water supplied by the provider or producer, respectively, to a quality better than the minimum standards of this chapter for the same use, such treatment does not require a permit or other additional authorization by the executive director.

(f) Any sewage sludge generated as a result of reclaimed water treatment undertaken pursuant to this section shall be managed in accordance with the requirements of Chapter 312 of this title (relating to Sludge Use, Disposal and Transportation).

Adopted January 8, 1997

Effective February 12, 1997

§210.6. Responsibilities.

The producer of reclaimed water will not be liable for misapplication of reclaimed water by users, except as provided in this section. Both the reclaimed water provider and user have, but are not limited to, the following responsibilities:

(1) The reclaimed water producer shall:

(A) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;

(B) sample and analyze the reclaimed water and report such analyses in accordance with §210.34 and §210.36(b) of this title (relating to Sampling and Analysis and Record keeping and Reporting, respectively); and

(C) notify the executive director in writing within five (5) days of obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval.

(2) The reclaimed water provider shall:

(A) assure construction of reclaimed water distribution lines or systems in accordance with this chapter and in accordance with §210.25 of this title (relating to Special Design Criteria for Reclaimed Water Systems);

(B) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;

(C) notify the executive director in writing within five (5) days of obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval; and

(D) not be found in violation of this chapter for the misuse of the reclaimed water by the user if transfer of such water is shut off promptly upon knowledge of misuse regardless of contract provisions.

(3) The reclaimed water user shall:

(A) use the reclaimed water in accordance with this chapter; and

(B) maintain and provide records as required by §210.36(a) of this title (relating to Recordkeeping and Reporting).

Adopted January 8, 1997

Effective February 12, 1997

§210.7. Transfer and Conveyance of Reclaimed Water.

Reclaimed water transferred from a provider to a user shall be done on a demand only basis in order that the water is not provided during times it cannot be beneficially used in accordance with this chapter. The reclaimed water user may refuse delivery of such water at any time. However, this section is not intended to change any obligation the user may have by contract or ordinance. All reclaimed water transferred to a user must be of at least the treatment quality for the use specified in §210.32 of this title (relating to Specific Uses of Reclaimed Water).

Adopted January 8, 1997

Effective February 12, 1997

§210.8. Restrictions.

This chapter does not convey or alter any property right and does not grant any exclusive privilege.

Adopted January 8, 1997

Effective February 12, 1997

§210.9. Enforcement.

If a person or entity fails to comply with the terms of this chapter, the executive director may require the entity to apply for and obtain a permit or permit amendment. The commission may also issue an enforcement order requiring

remedial measures and the assessment of administrative penalties pursuant to §26.019 and §26.136 of the Texas Water Code. The commission may also seek civil penalties and injunctive relief in a court of competent jurisdiction as provided by §26.123 of the Texas Water Code.

Adopted January 8, 1997

Effective February 12, 1997

**SUBCHAPTER B: GENERAL REQUIREMENTS FOR THE PRODUCTION,
CONVEYANCE, AND USE OF RECLAIMED WATER**

**§§210.21 - 210.25
Effective February 12, 1997**

§210.21. Applicability.

This subchapter establishes general requirements applicable to producers, providers, and users of reclaimed water. This subchapter also establishes requirements and specifications for transfer, storage, and irrigation using reclaimed water and design criteria of reclaimed water systems. Additionally, this subchapter establishes requirements and specifications necessary to minimize discharges of waste into or adjacent to waters in the state.

Adopted January 8, 1997

Effective February 12, 1997

§210.22. General Requirements.

- (a) Reuse of untreated wastewater is prohibited.
- (b) Food crops that may be consumed raw by humans shall not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- (c) There shall be no nuisance conditions resulting from the distribution, the use, and/or storage of reclaimed water.
- (d) Reclaimed water shall not be utilized in a way that degrades ground water quality to a degree adversely affecting its actual or potential uses.
- (e) Reclaimed water managed in ponds for storage must be prevented from discharge into waters in the state, except for discharges directly resulting from rainfall events or in accordance with a permit issued by the commission. All other discharges are unauthorized. If any unauthorized overflow of a holding pond occurs causing discharge into or adjacent to waters in the state, the user or provider, as appropriate, shall report the noncompliance. A written submission of such information shall also be provided to the TNRCC regional office and to the Austin Office, Water Enforcement Section (MC-149), within five (5) working days of becoming aware of the overflow. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to

continue; and, steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.

Adopted January 8, 1997

Effective February 12, 1997

§210.23. Storage Requirements for Reclaimed Water.

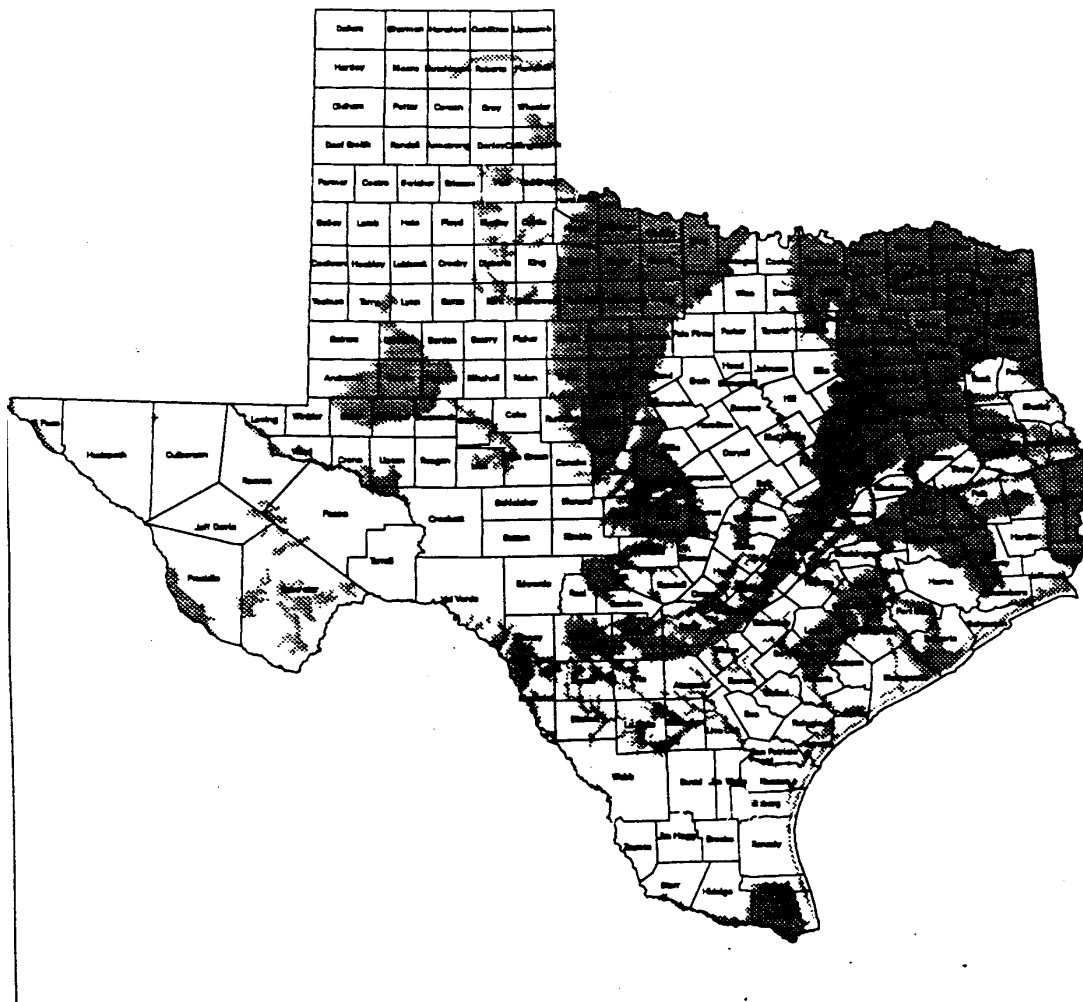
(a) Except for authorized on-channel ponds, storage facilities for retaining reclaimed water prior to use shall not be located within the floodway.

(b) Except as provided by subsection (e) of this section, all initial holding ponds must be lined in accordance with either subsection (c) or (d) of this section, as appropriate.

(c) All initial and subsequent holding ponds containing Type I and Type II effluent, located within the recharge zone of the Edwards Aquifer, as defined in Chapter 213 of this title (relating to Edwards Aquifer), and all initial holding ponds containing Type II effluent, located in a vulnerable area as defined by a rating of 110 or greater on the statewide "*Ground-Water Pollution Potential - General, Municipal, and Industrial Sources*" (DRASTIC) map (as shown in Figure 1 of this chapter), shall conform to the following requirements:

FIGURE 1: 30 TAC §210.23(c)

DRASTIC Pollution Potential Index of 110 or Greater



(1) The ponds, whether constructed of earthen or other impervious material, shall be designed and constructed so as to prevent groundwater contamination;

(2) Soils used for pond lining shall be free from foreign material such as paper, brush, trees, and large rocks;

(3) All soil liners must be of compacted material, at least 24 inches thick, compacted in lifts no greater than 6 inches thick and compacted to 95% of Standard Proctor Density. In-situ clay soils meeting the soils liner requirements shall be excavated and re-compacted a minimum of 6 inches below planned grade to assure a uniformly compacted finished surface.

(4) Soil liners must meet the following particle size gradation and Atterberg limits:

(A) 30% or more passing a number 200 mesh sieve; and

(B) a liquid limit of 30% or greater; and a plasticity index of 15 or greater and have a permeability less than or equal to 1×10^{-7} cm/sec;

(5) Synthetic membrane linings shall have a minimum thickness of 40 mils with a leak detection system. In situ liners at least 24 inches thick meeting a permeability less than or equal to 1×10^{-7} cm/sec are acceptable alternatives;

(6) Certification shall be furnished by a Texas Registered Professional Engineer that the pond lining meets the appropriate criteria prior to utilization of the facilities; and

(7) Soil embankment walls shall have a top width of at least five feet. The interior and exterior slopes of soil embankment walls shall be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are utilized. All soil embankment walls shall be protected by a vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals shall be installed on all piping penetrating the embankments.

(d) All initial holding ponds designed to contain Type I effluent, located outside of the recharge zone of the Edwards Aquifer, and Type II effluent, located in areas in the state not identified in subsection (c) of this section shall conform to the following requirements:

(1) The ponds, whether constructed of earthen or other impervious materials, shall be designed and constructed so as to prevent groundwater contamination;

(2) Soils used for pond lining shall be free from foreign material such as paper, brush, trees, and large rocks;

(3) All soil liners must be of compacted material having a permeability less than or equal to 1×10^{-4} cm/sec, at least 24 inches thick, compacted in lifts no greater than 6 inches each;

(4) Synthetic membrane linings shall have a minimum thickness of 40 mils. In situ liners at least 24 inches thick meeting a permeability less than or equal to 1×10^{-4} cm/sec are acceptable alternatives;

(5) Certification shall be furnished by a Texas Registered Professional Engineer that the pond lining meets the appropriate criteria prior to utilization of the facilities; and

(6) Soil embankment walls shall have a top width of at least five feet. The interior and exterior slopes of soil embankment walls shall be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are utilized. All soil embankment walls shall be protected by a vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals shall be installed on all piping penetrating the embankments.

(7) An alternative method of pond lining which provides equivalent or better water quality protection than provided under this section may be utilized with the prior approval of the executive director.

(8) A specific exemption may be obtained from the executive director if, after the review of data submitted by the reclaimed water provider or user, as appropriate, the executive director determines containment of the reclaimed water is not necessary, considering:

(A) soil and geologic data, and ground water data, including its quality, uses, quantity and yield; and

(B) adequate demonstration that impairment of ground water for its actual or potential use will be prevented.

(e) Reclaimed water may be stored in leak-proof, fabricated tanks.

(f) Subsequent holding ponds utilized for the receipt and storage of reclaimed water of a quality that could cause or causes a violation of a surface water quality standard or impairment of ground water for its actual or intended use will also be subject to the storage requirements of this section.

Adopted January 8, 1997

Effective February 12, 1997

§210.24. Irrigation Using Reclaimed Water.

(a) The reclaimed water user shall provide reasonable control of the application rates for reclaimed water applied to irrigation areas. These controls shall encourage the efficient use of reclaimed water and avoid excessive application of reclaimed water that results in surface runoff or excessive percolation below the root zone.

(b) The reclaimed water provider or user, as applicable shall determine and document typical irrigation demands for the proposed use based on type of vegetation and land area to be irrigated. As one alternative, a typical method for determining irrigation needs is shown in Table 1 of this section. However, other alternative methods may be used.

Figure: 30 TAC §210.24(b)

TABLE 1
WATER BALANCE EXAMPLE
(All Units are Inches of Water per Acre of Irrigated Area)

Month	a Average Precipitation	b Average Runoff	Ri Average Infil- trated Rainfall	c Evapo- Transpi- ration	d Required Leaching	Total Water Needs (5)+(6)	Effluent Needed in Root Zone (7)-(4)	e Evapo- ration from Reservoir Surface	f Effluent to be Applied to Land (8)/K	g Consumption from Reservoir (9)+(10)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Jan.	2.11	0.40	1.71	0.80	0.00	0.80	0.00	0.02	0.00	0.02
Feb.	2.43	0.57	1.86	1.20	0.00	1.20	0.00	0.01	0.00	0.01
Mar.	2.02	0.36	1.66	2.80	0.20	3.00	1.34	0.09	1.58	1.67
Apr.	3.19	1.03	2.16	3.40	0.22	3.62	1.46	0.05	1.72	1.77
May	4.19	1.74	2.45	6.10	0.64	6.74	4.29	0.10	5.05	5.15
June	3.30	1.10	2.20	6.50	0.76	7.26	5.06	0.20	5.95	6.15
July	2.20	0.45	1.75	6.70	0.87	7.57	5.82	0.34	6.85	7.19
Aug.	2.12	0.41	1.71	4.60	0.51	5.11	3.40	0.34	4.00	4.34
Sept.	3.58	1.30	2.28	5.10	0.50	5.60	3.32	0.19	3.91	4.10
Oct.	3.09	0.96	2.13	4.10	0.35	4.45	2.32	0.14	2.73	2.87
Nov.	2.23	0.46	1.77	2.10	0.06	2.16	0.39	0.07	0.46	0.53
Dec.	2.34	0.52	1.82	1.00	0.00	1.00	0.00	0.03	0.00	0.03
	32.80	9.30	23.50	44.40	4.11	48.51	27.40	1.58	32.25	33.83

Table 1 Footnotes

a. Up-to date rainfall and evaporation data sets are available from the Texas Natural Resources Information System.

b. Runoff should be determined by an acceptable method such as the Soil Conservation Service method found in SCS Technical Releases No. 55. For calculation purposes only, a CN value of 74 was assumed for good pasture with Class "C" soils.

c. Suggested source of values is the "Bulletin 6019, Consumptive Use of Water by Major Crops in Texas", Texas Board of Water Engineers.

d. In low rainfall areas, this is the required leaching to avoid salinity build-up in the soil where:

$$L = \frac{C_e}{C_1 - C_e} (E - R_i)$$

R_i = Infiltrated rainfall
C₁-C_e

C_e = Electrical conductivity of effluent

C₁ = Maximum Allowable Conductivity of Soil Solution (Table 3)

E = Evapotranspiration

For calculation purposes only, C_e is measured to be 1.5 millimhos/cm @ 25° and C_1 is 10.0 (Bermuda Grass)

- e. Net evaporation from reservoir surface. For the purpose of calculation, an assumption must be made as to the ratio of irrigated land area to reservoir surface area. For this example problem, the necessary reservoir area was assumed to be 17% of the irrigated area. If, after all calculations are made, the reservoir dimensions do not seem reasonable, then a new assumption must be made and the calculations repeated. Values in column (9) are adjusted to be inches per irrigated acre.
- f. K is the irrigation efficiency which for this example is taken to be 0.85.
- g. The total of this column together with the expected annual volume of effluent will determine the acreage of irrigated land required.

(c) The reclaimed water provider shall be responsible for conducting periodic audits of appropriate controls implemented by reclaimed water users. Other typical irrigation operational considerations that must be addressed include the following:

(1) Irrigation of Food Crops.

(A) Irrigation of edible crops that will be peeled, skinned, cooked, or thermally processed before consumption is allowed. Direct contact of the reclaimed water with such crops is allowed.

(B) Irrigation of citrus fruit is allowed. Direct contact of the reclaimed water with citrus is allowed.

(C) Irrigation of edible crops that will not be peeled, skinned, cooked, or thermally processed before consumption is allowed if an indirect application method is used which will preclude the direct contact with the reclaimed water. For instance, a ridge and furrow, drip irrigation, or a subsurface distribution system may be used to irrigate such above ground crops. However, these methods would not be suitable for crops such as carrots or radishes.

(D) Irrigation of edible crops that will not be peeled, skinned, cooked, or thermally processed before consumption that allows for direct contact of the reclaimed water on the crop is prohibited.

(2) Irrigation of pastures used by animals milked for human consumption shall be conducted in a manner to avoid contact of reclaimed water with such animals.

(3) Irrigation of landscaped areas:

(A) Application of reclaimed water on public access facilities shall be controlled by agreement with the reclaimed water provider or by local ordinance.

(B) Reclaimed water may not be used to fill swimming pools, hot tubs, wading pools, or other structures designed for contact recreation.

(d) General irrigation requirements.

(1) A provider or user designing or operating an irrigation system using reclaimed water is responsible for ensuring that reclaimed water overflow, crop stress, and undesirable soil contamination by a salt does not occur. To prevent such occurrences, the provider or user is required to consider, evaluate, and respond appropriately to the following factors as the need arises:

(A) Precipitation inputs to the water balance should utilize the average monthly precipitation based on past rainfall records.

(B) The consumptive use requirements (evapotranspiration losses) of the crop system should be developed on a monthly basis. The method of determining the consumptive use requirement shall be documented by the provider or user as a part of the water balance study and the records of the study maintained for possible commission review.

(C) A leaching requirement, calculated as shown in Table 1 of this section, shall be included in the water balance study when the total dissolved solids concentration of the reclaimed water presents the potential for developing excessive soil salinity buildup due to the long term operation of the irrigation system.

(2) The irrigation site must be maintained with a vegetative cover or be under cultivation during times when reclaimed water is being applied.

(3) The irrigation practices shall be designed so as to prevent incidental ponding or standing water except where local farming conditions and the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems, and patterns, there will be standing water.

(4) Irrigation application rates and application times shall be developed so as to minimize "wet grass" conditions in unrestricted landscaped areas during the periods the area could be in use.

(5) Irrigation systems shall be designed so that the irrigation spray does not reach any privately-owned premises outside the designated irrigation area or reach public drinking fountains.

(6) There shall be no application of effluent when the ground is water saturated or frozen.

(7) Distribution systems must be designed to prevent operation by unauthorized personnel.

(8) Irrigation operations shall be managed in a manner to minimize the inadvertent contact of reclaimed water with humans.

(9) Operational or tailwater controls shall be provided to preclude discharge of reclaimed water from irrigation sites.

Adopted January 8, 1997

Effective February 12, 1997

§210.25. Special Design Criteria for Reclaimed Water Systems.

(a) All hose bibs and faucets shall be painted purple and designed to prevent connection to a standard water hose. Hose bibs shall be located in locked, below grade vaults which shall be clearly labeled as being of non-potable quality. As an alternative to the use of locked, below grade vaults with standard hose bibs services, hose bibs may be placed in a non-lockable service box which can only be operated by a special tool so long as the hose bib is clearly labeled as non-potable water, in accordance with subsection (b) of this section.

(b) One of the following requirements must be met by the user or provider, for any area where reclaimed water is stored or where there exist hose bibs or faucets:

(1) Signs having a minimum size of eight inches by eight inches, as shown in Figure 1, shall be posted at all storage areas and on all hose bibs and faucets reading, in both English and Spanish, "Reclaimed Water, Do Not Drink" or similar warning.

FIGURE 1: 30 TAC §210.25(b)(1)



DO NOT DRINK THE WATER
NO TOMAR EL AGUA

(2) The area shall be secured to prevent access by the public.

(c) Reclaimed water piping shall be separated from potable water piping by a horizontal distance of at least nine feet. Where the nine foot separation distance cannot be achieved, the reclaimed water piping must meet the line separation requirements of Chapter 290 of this title (relating to Water Hygiene).

(d) Where a reclaimed water line parallels a sewer line, the reclaimed water line shall be constructed in accordance with subsection (e) or (f) of this section. The horizontal separation distance shall be three feet (outside to outside) with the reclaimed water line at the level of or above the sewer line. Reclaimed water lines which parallel sewer lines may be placed in the same benched trench. Where a reclaimed water line crosses a sewer line, the requirements of §290.44(e)(5)(B) of this title (relating to Location of Water Lines) shall be followed, with "reclaimed water line" substituted in §290.44(e) of this title (relating to Location of Water Lines) for "water line."

(e) Reclaimed water lines which transport reclaimed water under pressure shall be sized according to acceptable engineering practices for the needs of the reclaimed water users. The designer shall consider methods to prevent or maintain lines to mitigate the effect of the deposition of solids in such lines. Pipe specified for reclaimed water force mains shall be of a type having an expected life at least as long as that of the lift station and shall be suitable for the reclaimed water being pumped and operating pressure to which it will be subjected. All pipe shall be identified in the technical specifications with appropriate American Society for Testing and Materials, American National Standard Institute, or American Water Works Association (AWWA) standard numbers for both quality control (dimensions, tolerance, and installation such as bedding or backfill). All pipes and fittings shall have a minimum working pressure rating of 150 pounds per square inch. Final plans and specifications shall describe required pressure testing for all installed reclaimed water force mains. Minimum test pressure shall be 1.5 times the maximum design pressure. Allowable leakage rates shall be determined as described in §317.2(d)(4) of this title (relating to Pressure Sewer Systems).

(f) Gravity flow reclaimed water lines shall meet the requirements of §317.2(a) of this title (relating to General Requirements) and §317.2(c) of this title (relating to High Velocity Protection). The designer shall consider methods to prevent high velocity scour or maintain line fluid velocity to mitigate the effects of the deposition of solids in the gravity conveyance.

(g) All exposed piping and piping within a building shall be either purple pipe or painted purple. All buried piping installed after the effective date of these rules shall be one of the following: manufactured in purple, painted purple, taped with purple metallic tape, or bagged in purple. All exposed piping should be stenciled in white with a warning reading "NON-POTABLE WATER." All exposed or buried reclaimed water piping constructed at a wastewater treatment facility is exempt from the color coding requirements of this section.

(h) When applicable, in accordance with §317.1(a)(3) - (4) of this title, (relating to General Provisions), the design of distribution systems which will convey reclaimed water to a user shall be submitted to the executive director and must receive an approval. The design of the distribution systems must meet the requirements of Chapter 317 of this title (relating to Design Criteria for Sewerage Systems). Where a municipality is the plan review authority for certain sewer systems which transport primarily domestic waste, in accordance with §317.1(a)(5) of this title, in lieu of the commission, design submittal will not be subject to submittal to the commission and instead must be approved by the municipality. Materials shall be submitted for approval by the executive director in accordance with the Texas Engineering Practice Act (Article 3271a, Vernon's Annotated Texas Statutes).

(i) All ground level and elevated storage tanks shall be designed, installed, and constructed in accordance with current AWWA standards with reference to materials to be used and construction practices to be followed, except for health-based standards strictly related to potable water storage and contact practices, where appropriately less restrictive standards may be applied.

Adopted January 22, 1997

Effective February 12, 1997

**SUBCHAPTER C: QUALITY CRITERIA AND SPECIFIC USES FOR RECLAIMED
WATER**

**§§210.31 - 210.36
Effective November 26, 2009**

§210.31. Applicability.

This subchapter applies to the reclaimed water producer, the reclaimed water provider and the reclaimed water user. This subchapter sets the specific uses, the quality standards, as well as the monitoring, record keeping, and reporting standards for reclaimed water.

Adopted January 8, 1997

Effective February 12, 1997

§210.32. Specific Uses of Reclaimed Water.

Numerical parameter limits pertaining to specific reclaimed water use categories are contained in §210.33 of this title (relating to Quality Standards for Using Reclaimed Water). These limits apply to reclaimed water before discharge to initial holding ponds or a reclaimed water distribution system. It shall be the responsibility of the reclaimed water producer to establish that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in §210.34 of this title (relating to Sampling and Analysis).

(1) Type I Reclaimed Water Use. This type of use includes irrigation or other uses in areas where the public may be present during the time when irrigation takes place or other uses where the public may come in contact with the reclaimed water. The following types of uses would be considered Type I uses:

(A) Residential irrigation, including landscape irrigation at individual homes.

(B) Urban uses, including irrigation of public parks, golf courses with unrestricted public access, school yards, or athletic fields.

(C) Use of reclaimed water for fire protection, either in internal sprinkler systems or external fire hydrants.

(D) Irrigation of food crops where the applied reclaimed water may have direct contact with the edible part of the crop, unless the food crop undergoes a pasteurization process.

(E) Irrigation of pastures for milking animals.

(F) Maintenance of impoundments or natural water bodies where recreational activities, such as wading or fishing, are anticipated even though the water body was not specifically designed for such a use.

(G) Toilet or urinal flush water.

(H) Other similar activities where the potential for unintentional human exposure may occur.

(2) Type II Reclaimed Water Use. This type of use includes irrigation or other uses in areas where the public is not present during the time when irrigation activities occur or other uses where the public would not come in contact with the reclaimed water. The following are examples of uses that would be considered Type II uses.

(A) Irrigation of sod farms, silviculture, limited access highway rights of way, and other areas where human access is restricted or unlikely to occur. The restriction of access to areas under irrigation with reclaimed water could include the following:

(i) The irrigation site is considered to be remote.

(ii) The irrigation site is bordered by walls or fences and access to the site is controlled by the owner/operator of the irrigation site.

(iii) The irrigation site is not used by the public during the times when irrigation operations are in progress. Such sites may include golf courses, cemeteries, and landscaped areas surrounding commercial or industrial complexes. The "syringing" or "wetting" of greens and tees on golf courses shall be allowable under Type II so long as the "syringing" is done with hand-held hoses as opposed to automatic irrigation equipment. The public need not be excluded from areas where irrigation is not taking place. For example, irrigation of golf course fairways at night would not prohibit the use of club house or other facilities located a sufficient distance from the irrigation.

(iv) The irrigation site is restricted from public access by local ordinance or law with specific standards to achieve such a purpose.

(B) Irrigation of food crops where the reclaimed water is not likely to have direct contact with the edible part of the crop, or where the food crop undergoes pasteurization prior to distribution for consumption.

(C) Irrigation of animal feed crops other than pasture for milking animals.

(D) Maintenance of impoundments or natural water bodies where direct human contact is not likely.

(E) Soil compaction or dust control in construction areas where application procedures minimize aerosol drift to public areas.

(F) Cooling tower makeup water. Use for cooling towers which produce significant aerosols adjacent to public access areas may have special requirements.

(G) Irrigation or other non-potable uses of reclaimed water at a wastewater treatment facility.

(3) Any Type I reclaimed water may also be utilized for any of the Type II uses identified in paragraph (2) of this section.

Adopted January 8, 1997

Effective February 12, 1997

§210.33. Quality Standards for Using Reclaimed Water.

The following conditions apply to the types of uses of reclaimed water. At a minimum, the reclaimed water producer shall only transfer reclaimed water of the following quality as described for each type of specific use:

(1) for Type I reclaimed water uses, reclaimed water on a 30-day average shall have a quality of:

Figure: 30 TAC §210.33(1)

BOD ₅ or CBOD ₅	5 mg/l
Turbidity	3 NTU
Fecal coliform or <i>E. coli</i>	20 CFU/100 ml*
Fecal coliform or <i>E. coli</i>	75 CFU/100 ml**
<i>Enterococci</i>	4 CFU/100 ml*
<i>Enterococci</i>	9 CFR/100 ml**
* 30-day geometric mean	
** maximum single grab sample	

(2) for Type II reclaimed water use, reclaimed water on a 30-day average shall have a quality of:

(A) for a system other than pond system:

Figure: 30 TAC §210.33(2)(A)

BOD ₅	20 mg/l
or CBOD ₅	15 mg/l
Fecal coliform or <i>E. coli</i>	200 CFU/100 ml*
Fecal coliform or <i>E. coli</i>	800 CFU/100 ml**
<i>Enterococci</i>	35 CFU/100 ml*
<i>Enterococci</i>	89 CFU/100 ml**

* 30-day geometric mean

** maximum single grab sample

(B) for a pond system:

Figure: 30 TAC §210.33(2)(B)

BOD ₅	30 mg/l
Fecal coliform or <i>E. coli</i>	200 CFU/100 ml*
Fecal coliform or <i>E. coli</i> (not to exceed)	800 CFU/100 ml**
<i>Enterococci</i>	35 CFU/100 ml*
<i>Enterococci</i>	89 CFU/100 ml**

* 30-day geometric mean

** maximum single grab sample

Adopted November 4, 2009

Effective November 26, 2009

§210.34. Sampling and Analysis.

The reclaimed water producer shall sample the reclaimed water prior to distribution to a user to assure that the water quality is in accord with the intended contracted use. Analytical methods shall be in accord with those specified in Chapter 319 of this title (relating to Monitoring and Reporting). The minimum sampling and analysis frequency for reclaimed water for the applicable parameters identified in §210.33 of this title (relating to Quality Standards for the Use of Reclaimed Water) is as follows:

(1) Type I Reclaimed Water Uses twice per week.

(2) Type II Reclaimed Water Uses once per week.

Adopted January 8, 1997

Effective February 12, 1997

§210.35. Guidelines for Certain Distribution Systems.

The commission recommends that a provider or user maintain a plan to carry out periodic fecal coliform sampling within certain reclaimed water distribution piping systems. Such a plan does not need the approval or review of the commission. This periodic sampling should occur in instances where residential irrigation, including landscape irrigation at individual homes occurs, or where specific urban uses such as irrigation of public parks, school yards, or athletic fields occurs. The plan should specify activities by the provider or user to respond to human health threats if undesirable fecal coliform test results or trends are detected.

Adopted January 8, 1997

Effective February 12, 1997

§210.36. Record Keeping and Reporting.

The reclaimed water provider and user shall maintain records on site for a period of five years.

(1) Records to be maintained by the provider include:

(A) copies of notifications made to the commission concerning reclaimed water projects.

(B) as applicable, copies of contracts made with each reclaimed water user (this requirement does not include reclaimed water users at residences that have separate distribution lines for potable water).

(C) records of volume of water delivered to each reclaimed water user per delivery (this requirement does not apply to reclaimed water users at residences that have separate distribution lines for potable water).

(D) reclaimed water quality analyses.

(2) The reclaimed water provider or producer shall report to the commission on a monthly basis the following information on forms furnished by the executive director. Such reports are due to the commission by the 20th day of the month following the reporting period.

(A) volume of reclaimed water delivered to a user or provider.

(B) quality of reclaimed water delivered to a user or provider reported as a monthly average for each quality criteria except those listed as "not to exceed" which shall be reported as individual analyses.

Adopted January 22, 1997

Effective February 12, 1997

**SUBCHAPTER D: ALTERNATIVE AND PRE-EXISTING RECLAIMED WATER
SYSTEMS**

**§§210.41 - 210.46
Effective February 12, 1997**

§210.41. Applicability of Alternate Reclaimed Water Proposals.

In the event a reclaimed water provider or user proposes to design, construct, or operate a reclaimed water system or to utilize reclaimed water in a manner other than authorized in these rules, the provisions of this subchapter shall apply.

Adopted January 8, 1997

Effective February 12, 1997

§210.42. Request to Executive Director.

(a) If a reclaimed water provider or user proposes to design, construct, or operate a reclaimed water system or to utilize reclaimed water in a manner other than authorized in these rules, the provider or user shall file a request with the executive director, in addition to the notification filed pursuant to §210.4 of this title (relating to Notification), identifying the alternative proposal and requesting approval by the executive director.

(b) The request shall be in writing and shall include information necessary or useful in assisting the executive director in acting on the request for approval of the alternate reclaimed water proposal.

Adopted January 8, 1997

Effective February 12, 1997

§210.43. Action on Alternative Reclaimed Water Proposals.

The executive director shall review an alternate reclaimed water proposal filed under §210.42 of this title (relating to Request to Executive Director). Within 60 days, the executive director shall identify in writing to the requestor any additional information necessary for the executive director to act on the request, and provide the requestor sufficient time to provide such information. Following the receipt of such information, the executive director shall act on the request, either granting or denying the proposal, in whole or in part. If no additional information is requested, the executive director shall act on the request within 60 days, either granting or denying the proposal, in whole or in part.

Adopted January 8, 1997

Effective February 12, 1997

§210.44. Pre-existing Reclaimed Water Systems.

A reclaimed water system not already authorized by a commission permit or other written approval, existing on the effective date of these rules, where construction began prior to June 25, 1990, is authorized under this chapter if the provider or user of such a system provides a detailed description of the system to the executive director pursuant to the notification procedures of §210.4 of this title (relating to Notification) and the system is approved by the executive director. Such notification must occur within ninety (90) days of the effective date of these rules. The system is authorized unless the executive director requests additional information pursuant to §210.45 of this title (relating to Actions on Pre-existing Reclaimed Water Systems) or denies such authorization pursuant to the provisions of §210.46 of this title (relating to Denial of Request).

Adopted January 8, 1997

Effective February 12, 1997

§210.45. Action on a Pre-existing Reclaimed Water System.

(a) The executive director may request a reclaimed water user to submit additional information concerning a pre-existing reclaimed water system to be authorized under this subchapter. The additional information may be requested in order to evaluate the potential for significant water quality problems or potential for significant risks to the health or safety of the public, including the need of a project to conform to one or more of the requirements of this chapter. Such request shall be provided in writing to the proposed reclaimed water user within 60 days of the receipt of the notification and shall provide the proposed user not less than 30 days to provide such additional information.

(b) Following the receipt of such information, the executive director shall act on the request, either granting or denying the proposal, in whole or in part. If no additional information is requested, the executive director shall act on the request within 60 days, either granting or denying the proposal, in whole or in part.

Adopted January 8, 1997

Effective February 12, 1997

§210.46. Denial of Request.

The executive director shall not grant an alternate reclaimed water proposal or grant authorization to a pre-existing reclaimed water system which could pose a significant threat to water quality or which represents a significant risk to human health or safety.

Adopted January 22, 1997

Effective February 12, 1997

Authorizing the City Manager to Execute a Water Supply Agreement with Thompson Golf Group, LLC for the Purchase and Use of Reclaimed Water





Water Supply Agreement – Thompson Golf Group

- The water supply agreement will allow for the purchase and use of reclaimed water by Thompson Golf Group, LLC for use at their golf facility.
- The contract allows for the use of 150,000,000 gallons of reclaimed water annually.
- The contract term is 25 years.





Water Supply Agreement – Thompson Golf Group

- The City currently holds a contract with Lytle Creek Golf Links, LLC for the purchase and use of reclaimed water at the Diamondback Golf Course.
- The contract is set to expire August 31st, 2025.
- The Diamondback Golf course has been purchased by the Thompson Golf Group (TGG) and as part of the purchase TGG initiated the process of obtaining a new reclaimed water contract





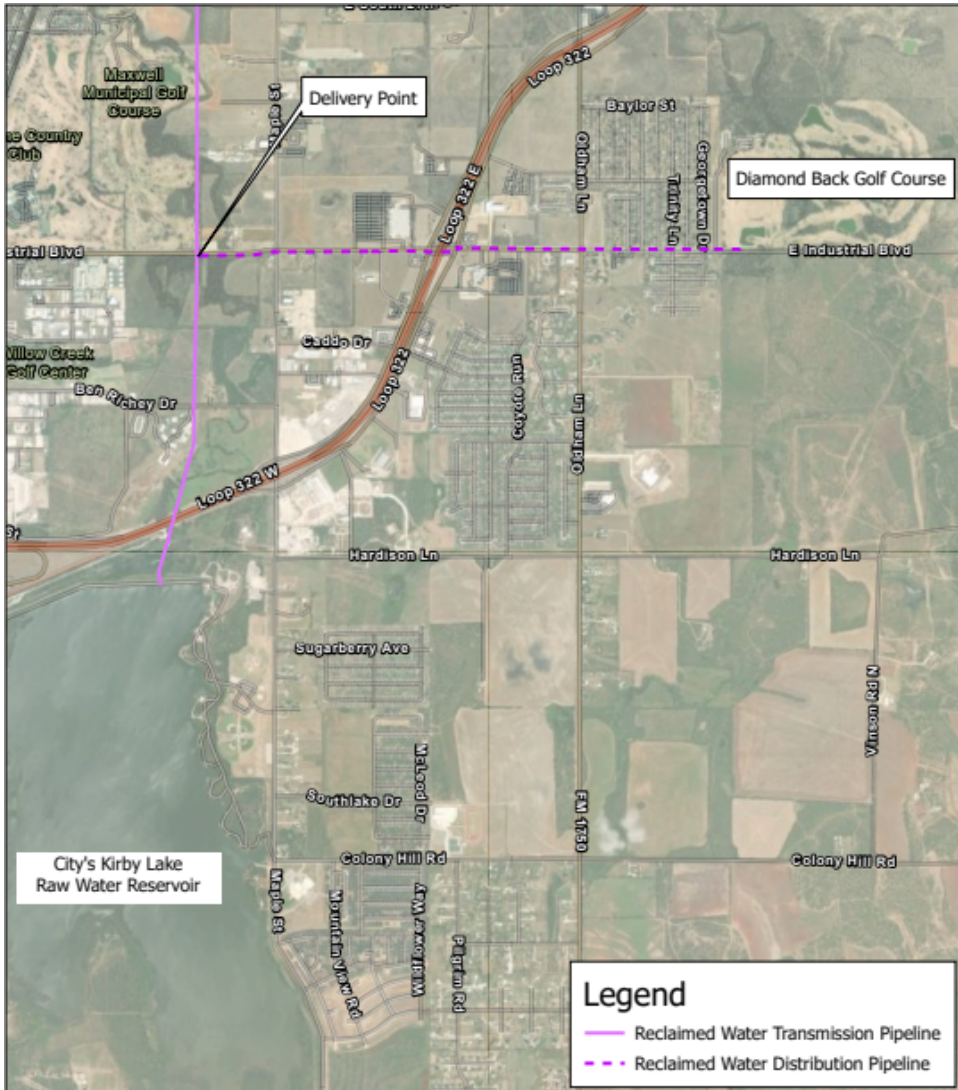
Water Supply Agreement – Thompson Golf Group

- The proposed Water Supply Agreement will produce a minimum annual revenue of \$7,500, after the initial prorated year.





Water Supply Agreement – Thompson Golf Group



Reclaimed Water Transmission and Distribution pipelines supplying Diamondback Golf Club



Authorize the City Manager to Execute a Water Supply Agreement with Thompson Golf Group, LLC for the Purchase and Use of Reclaimed Water

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Mike Perry, Director of Professional Standards

SUBJECT: 19. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Risk Management Software from ClearRisk Using SHI Cooperative Pricing (Mike Perry)

GENERAL INFORMATION

The City conducted thorough research on various vendors, Risk Management selected ClearRisk as its software provider. ClearRisk stood out with its comprehensive platform, customizable reporting, and seamless integration. Their user-friendly interface and strong customer support made them the best fit for enhancing our risk management processes and long-term goals.

SPECIAL CONSIDERATIONS

Risk Management has conducted a thorough comparison of the risk management platform with other leading solutions listed on SHI Government Solutions. This analysis has helped us identify significant distinctions in terms of functionality, security, and user experience. By aligning with industry best practices, the system delivers innovative and compliant solutions tailored to the needs of the City.

FUNDING/FISCAL IMPACT

The ClearRisk software will be funded using the Software fund.

STAFF RECOMMENDATION

Staff recommends awarding the contract to ClearRisk Corp.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution
2. SHI Quote-25288402 (1)
3. Abilene, TX Proposal - August 8th, 2024
4. ClearRisk - City Council Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING AN AGREEMENT WITH CLEARRISK, RISK MANAGEMENT, CORP.
TO PROVIDE RISK MANAGEMENT SOFTWARE SERVICES.**

WHEREAS, the Risk Management Department compared risk management platforms with other leading solutions from SHI Government Solutions and has highlighted key differences in functionality, security, and user experience. The system aligns with industry best practices, offering innovative, compliant solutions tailored to the City's needs.

WHEREAS, it is the staff's recommendation that the City accept the proposal from ClearRisk Corp. to perform risk management software solution services. Additionally, we request the City Managers endorsement to execute the final contract.

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

PART 1: The City Manager is authorized to negotiate and execute an agreement with ClearRisk Corp. as set-forth above. Which is a three year agreement, the cost is \$143,007.00, and payments are made on a annual basis.

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

ADOPTED this 26th day of September, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Pricing Proposal
Quotation #: 25288402
Created On: 9/10/2024
Valid Until: 9/30/2024

TX-City of Abilene

Melissa Gorman

555 WALNUT ST
ROOM B7
Abilene, TX 79601
United States
Phone: 325-676-6266
Fax:
Email: melissa.Gorman@abilenetx.gov

Inside Account Manager

Brett Yajcaji

SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO to: Texas@shi.com
Phone: 732-652-0255
Fax:
Email: Brett_Yajcaji@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Implementation for 3 years ClearRisk Inc. - Part#: NPN-CLEARR-IMPLE-A Contract Name: Omnia IT Solutions, Products & Services Contract #: 2024056-02 Note: Software, ESD	1	\$24,000.00	\$24,000.00
2 Annual Subscription: Year 1 of 3 ClearRisk Inc. - Part#: NPN-CLEARR-ANNUA-A Contract Name: Omnia IT Solutions, Products & Services Contract #: 2024056-02 Note: Software, ESD	1	\$36,051.25	\$36,051.25
3 Annual Subscription: Year 2 of 3 ClearRisk Inc. - Part#: NPN-CLEARR-ANNUA-A Contract Name: Omnia IT Solutions, Products & Services Contract #: 2024056-02 Note: Software, ESD	1	\$37,854.29	\$37,854.29
4 Annual Subscription: Year 3 of 3 ClearRisk Inc. - Part#: NPN-CLEARR-ANNUA-A Contract Name: Omnia IT Solutions, Products & Services Contract #: 2024056-02 Note: Software, ESD	1	\$41,619.00	\$41,619.00
Total			\$139,524.54

Additional Comments

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.



BUILT BY MUNICIPAL RISK MANAGERS
FOR MUNICIPAL RISK MANAGERS



Aug. 8, 2024

About ClearRisk

ClearRisk provides a full suite of integrated cloud-based claims, incident, and risk management software solutions. ClearRisk enables your organization to reduce the total cost of their risk management program by ensuring risk management best practices are being utilized. ClearRisk customers are able to eliminate tedious, time-consuming tasks while uncovering trends in data that mitigate frequency and severity of future occurrences.

ClearRisk's solutions have been implemented in 225 customers across North America. All support, engineering, and project management services are performed by ClearRisk staff located in North America.



"When I was a municipal risk manager, I searched for a claims and risk system for my municipality. Everything was too big, too complex and too expensive. The same holds true today. It's why I created ClearRisk."

Craig Rowe, ClearRisk CEO

ClearRisk's CEO and Founder, Craig Rowe, was a municipal Risk Manager prior to starting ClearRisk in 2006. Before starting ClearRisk, Craig sought an accessible claims and risk management system designed for municipalities in terms of functionality and budget. He couldn't find anything that fit his needs. No system out there was designed specifically for municipalities. Same holds true today.

Using his expertise along with his partners and colleagues, ClearRisk was designed to reduce Total Cost of Risk (TCOR) for municipalities by enabling a streamlined and systematic approach to risk management processes and procedures.

ClearRisk is built by municipal risk managers...for municipal risk managers

OUR CUSTOMERS HAVE REPORTED...



**Reduction in time
spent on manual
tasks**



**Reduction in total
cost of claims**



**Reduction in
insurance premiums**

ClearRisk is the most beneficial to municipalities with:

- High claims and/or incident frequency
- Large number of physical assets (Vehicles, buildings, equipment, etc.)
- Broad and diverse operations
- In-house risk management and/or claims roles

Common Customer Challenges

INTERNAL CHALLENGES

- **Limited reporting** capabilities
- **Repetitive** high-resource/low impact daily tasks
- **Limited access** to information
- Multiple data sources with **minimal data flow and low data integrity**
- **Limited communication** between departments and/or divisions
- **Difficulty allocating expenses** to appropriate cost centers

OUTCOMES

- **Increased** claims management expenses
- **Inability** to implement cost-saving risk management activities
- **No data insights** with which to manage risk
- **No decrease** in frequency and severity of preventable occurrences
- Recurring, **preventable claims** which increase premiums over time
- **Increased insurance** costs

Impact of Implementation

SOLUTIONS

Detailed reports and dashboards are easily generated using ClearRisk's report library or customized to your exact reporting needs

Organization of claims data, instant access to claims, pictures, attachments, legal correspondence, etc, all in one place, making claims administration easier and more effective.

Ability to allocate claims costs and premiums to specific organizational units

RESULTS

Automation of tasks lead to major time and cost savings, which can then be reallocated to high ROI activities

Better data and insights into risk allowing for easier identification and addressing of frequent and/or severe occurrences.

Better data and reporting, resulting in optimal deductibles, reduction in loss ratio, and lower insurance premiums

Impact of ClearRisk Implementation

ClearRisk's team is focused on delivering the best possible outcomes for our customers. This process involves analyzing internal data and work flow environments and recommending innovative approaches to obtain the highest impact. The following are areas where considerable savings are achieved:

Better data to determine optimal deductibles, resulting in lower insurance premiums

ClearRisk provides accurate data about costs associated with claims as well as analysis for determining optimal deductibles, that strikes the best balance between retention's and premiums.

Reduction in loss ratios reported to insurers resulting in lower premiums

Insurer claims records are often outdated and don't reflect reductions in reserves, closed files, etc. ClearRisk will allow your organization to report accurately at renewal so that the premium is based on the accurate loss ratio, usually much lower.

Better data results in greater insight into risks

Reports and dashboards can easily be generated to show where there are loss frequency problems, where severity is higher, and pinpoint the causes so they can be addressed. This results in significant reductions in both frequency and severity over time.

Reduced claims costs due to better organized and managed files

ClearRisk allows municipalities to work more efficiently and handle more claims in-house. Better organization of claims data, instant access to claims, pictures, attachments, legal correspondence, etc, all in one place, makes claims administration easier and more effective.

Allocation of premium and insurance costs across departments

ClearRisk allows municipalities to allocate claims costs and premiums to any organizational units. If a department manager has insurance premiums and claims costs coming from his or her budget, they will be much more likely to implement cost-reducing practices to their staff and work to keep those costs down.

Management Reporting

ClearRisk works with our customers to build report and dashboard templates that will provide management with the ability to oversee these budgets, and give the data necessary to develop strategies to most cost-effectively manage and finance these risks.

Case Studies



A resort town in the United States with a population of 7,000 and roughly 150 employees.



SAINT JOHN

A Canadian city with a population of 70,000 and roughly 3,500 employees

CHALLENGES BEFORE CLEARRISK

- Previous claims and risk management system was **burdensome**
- **Not user-friendly**
- **Lacked automation** and necessary report generation capabilities

- **Tracking data manually** in Excel Spreadsheets and paper file folders
- **Time consuming and difficult** to create reports
- Claim and risk management was **reactive**

BENEFITS SINCE IMPLEMENTING CLEARRISK

- Performed full migration from outdated, on-premise system to ClearRisk's cloud-based solution
- **Safety-minded culture shift** has occurred throughout entire organization
- Risk management role now **creating a profit** through enhanced recovery function
- **Communication of data between departments** has never been easier
- Creating and updating a claims and incidents **takes a fraction of the time**
- New system is **reliable, easy to use, intuitive, and nimble**

- **50% reduction in claims costs**
- **Reduced frequency** of claims
- **Elimination of manual** data entry
- Increased data integrity
- Awareness and buy-in of **proactive risk management initiatives**
- An average **90% reduction in time spent reporting** and higher level of reports

Return on Investment

On top of results shown through ClearRisk's customer case studies, below are two variables that The City of Abilene can expect quick ROI:

ClearRisk customers report reductions of up to 10% from their annual insurance premiums by utilizing ClearRisk's reporting capabilities to identify opportunities to optimize deductibles and S.I.R.

- Savings that can now be reallocated to high ROI initiatives.

ClearRisk customers report an average of 60 minutes per claim reduced by using ClearRisk built-in automation tools

- The City of Abilene anticipates 350 incidents & claims in 2024
- Potential time savings of 350 hours (approximately 10 weeks) per year.
- Time that can now be allotted to high ROI initiatives.

"By using the historical claims data, we were able to strategically increase various policy deductibles thereby creating efficiencies in our total cost of risk - simply put, the increased deductibles made sense based on our circumstances and yielded a savings of approximately 10% of the pending renewal premium."



SAULT STE. MARIE

Adam Shier

FORMER RISK MANAGER, CITY OF SAULT STE MARIE

"We experienced significant annual savings in our insurance premium by using ClearRisk to optimize our deductible and S.I.R. Those savings alone have paid for the system many times over."

Jolene Ramsay

FORMER RISK MANAGER, CITY OF KAWARTHA LAKES

Kawartha
Jump In



Outcomes Unlocked

What does success look like for The City of Abilene?

This section describes the anticipated impact of ClearRisk on your organization. We work with 225 organizations in providing results that save a tremendous amount of time and reduces the total cost of risk by hundreds of thousands of dollars annually.

BY IMPLEMENTING CLEARRISK, THE CITY OF ABILENE WILL BENEFIT BY:



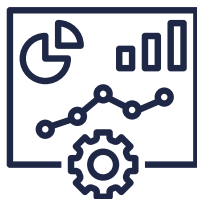
Risk, Insurance and Claims work will be managed with current staffing levels. Redundant work is eliminated & related clerical functions are automated



Statements of Value will be automatically generated as reports ahead of insurance renewal deadlines, ensuring accurate details are delivered to carriers



Risk, insurance and claims processes will be more efficient as automation of tasks, correspondence & reminders occur



Reporting functions related to premiums, deductibles, incurred expenses, recoveries and trends will be more robust and automated



By automating claims related work processes, Risk department will save approximately XXX hours/year (based on volume provided during ClearRisk's Discovery Process)



Insurance renewal preparation takes significant less time and effort



Eliminating paper files and moving to a paperless environment



Being able to produce reliable, detailed reports

ClearRisk Customer Success

Excellence in customer service spans every company function for ClearRisk.

Our team likens this to all being 'aligned to the North Star' always focusing on customer success. This concentrated effort to work side by side with the customer is fundamental to a fulsome usage of our product and ultimately, our customers' success.

From the launch of our relationship, through training, and one-on-one customer success support, our team ensures a personable, professional, responsive experience. Whenever our customers have a support request, our team approaches it meticulously and goes above and beyond to provide the support they need.

"Service is outstanding. **ClearRisk is very customer centric** and we appreciate that. Every time we reach out, it's always followed up. It does not seem they forget about any question that was asked and are always sure to correct the situation. **We know we're not your biggest customer, but you treat us like we are.**"



WATER & SEWER
RISK MANAGEMENT POOL

Cary Ecker

EXECUTIVE DIRECTOR,
WATER AND SEWER RISK MANAGEMENT POOL

Customer Journey Map

STAGE	SCOPING	IMPLEMENTATION AND TRAINING	USAGE AND SUPPORT
PHASE	 01 DISCOVERY	 02 ONBOARDING	 03 ADOPTION
DURATION	1 to 2 Weeks	16 to 20 Weeks	Throughout the customer life cycle
GOALS	Comprehensive understanding of customer's environment and goals.	Set clear expectations and deliverables based on customer vision	Make sure customers are meeting their KPI metrics, getting ROI, and time to value
METRICS	Scoping Sessions	Success Touchpoints Training Sessions	Quarterly Business Reviews, NPS Survey, CES Survey

ClearRisk Services

Implementation

Our implementation is a thorough process that enables users to uncover challenges in administering their risk management programs, while providing solutions that have been tried and tested with ClearRisk's large customer base.

Our team will work closely with you to define the end goals, system set-up, and configuration. We provide project timelines with crucial milestones and desired end dates to keep the project on track.

ClearRisk is a cloud-based platform that is accessed via web browser. There is no on-premises or server-side installation of this software required. The Salesforce site where (company's) ClearRisk users will login and user configuration as part of the implementation is handled solely by ClearRisk. IT will solely be involved during the user configuration stage to whitelist Salesforce.

Implementation services available to The City of Abilene include:



Standard ClearRisk Package and User Deployment

ClearRisk's standard set of modules will be deployed to The City of Abilene



Single sign-on (SSO) Configuration

Configuration of SSO for ClearRisk users based on standard Salesforce SSO practices



Salesforce Shield Configuration

Salesforce Shield is a three-component set of features that are available separately for purchase/implementation. The following will be deployed to your ClearRisk instances:

- Event Monitoring, Platform Encryption, Field Audit Trail



One-way Data Feed into ClearRisk

A one-way data feed that allows your external sources to supply reports to a ClearRisk managed SFTP site which will automatically be updated and reflected in the ClearRisk system. Included are:

- Third Party Adjuster (Workers Comp) - One-way data feed TPA to ClearRisk
- Third Party Adjuster (Liability) - One-way data feed TPA to ClearRisk
- Employee/HR System - One-way data feed Employee/HR system to ClearRisk



Data Migration

Several types of data will be provided to ClearRisk by The City of Abilene for manipulation and insertion into the ClearRisk system



Webform Configuration

ClearRisk implements intake forms based on ClearRisk's standard system and webform implementation practices. The forms intake records which are automatically reflected in the ClearRisk System. Webforms include:

- Incident Intake Form
- Claim Intake Form
- Certificate of Insurance Intake Form



Training Sessions & Self-Guided Training Materials

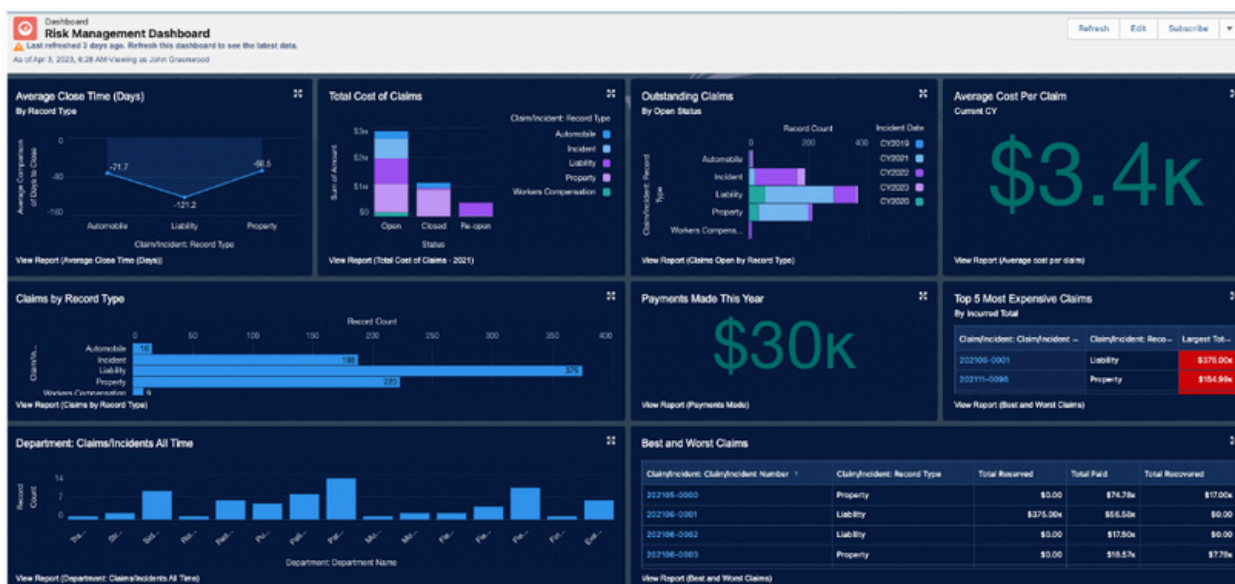
ClearRisk provides both live training sessions and a knowledge base of materials for self-guided learning

User Training

All end user training is provided remotely by ClearRisk training professionals. Users will be provided help and support documentation for reference after live training sessions are completed. Users will also have access to a centralized repository of help documentation for quick access.

Data Migration

We understand the importance of historical data and enforce strict data integrity rules during implementation. We'll work with you to clearly define internal processes and understand data relationships. We can migrate data from various internal systems, spreadsheets, or past and current service providers.



IT Team involvement will depend on various factors to be determined during scoping. IT participation may fall under the following categories:

- Provision of data dictionaries/table & columns definitions
- Extraction of record data and files/attachments from current system & provision to ClearRisk via SFTP (Secure File Transfer Protocol)
- Data Migration Validation/UAT (only if customer risk team requests assistance, internal decision)
- SFTP access/configuration

Data Intake Web Portal

ClearRisk's Online Web Portal enables a paperless data submission environment, streamlining the entire process with built-in notifications to named users.

ClearRisk's Online Web Portal allows individuals to interact with ClearRisk from any computer or mobile device to submit claims and incident data. There is no limit on the number of individuals accessing this functionality (no user license requirement).

Automated email notifications and the elimination of in-house data entry improve data processing efficiency and analytical reporting effectiveness. This workflow is setup in all ClearRisk organizations and is a key component to ClearRisk's streamlined approach to capturing data.

ClearRisk's Online Web Portal Features and Benefits:

- Reduce/eliminate manual data entry by Risk/Claims staff
- Named users will receive an email notification when a new claim/incident has been submitted.
- Required fields and formatting ensure that data integrity is always at 100%.
- Immediate data collection actions are promptly implemented.
- Captures all notes and supporting documentation including PDFs, photos, word docs, etc.

The image shows a smartphone screen displaying the 'City of Abilene Texas' logo at the top. Below the logo is the title 'Claim/Incident Reporting Form'. Underneath is a section titled 'Incident/Claim Information'. This section contains a dropdown menu for 'Incident Type' with the text 'Please select...' and a downward arrow. Below the dropdown is a red arrow pointing to a field labeled 'Hidden'. At the bottom of the section is a date/time picker with labels 'HH' and 'MM'.

System Integration

Business functions and output flourish when automation is enabled, and redundant tasks are eliminated. ClearRisk understands that technology maximizes efficiency and can significantly impact an organization as a whole.

ClearRisk's robust integration capabilities enable data flow between systems such as accounting, HR, payroll, adjusters, TPAs, insurance carriers, property valuation service providers, and more. This integration enables ClearRisk to provide a truly seamless, centralized environment, eliminating redundant data entry and maximizing reporting and efficiencies.

If desired, system integrations will require the following tasks from IT team:

- Confirm which columns in the provided spreadsheet can be populated on CSV for ClearRisk
- Generate and provide Private Key for ClearRisk SFTP access
- Test Access (login ability and ability to upload file) to ClearRisk SFTP
- Schedule regular drop of CSV file to ClearRisk SFTP (weekly, monthly, quarterly - customer's choice)

Email Integration

The City of Abilene will have the capability of integrating MS Outlook or Gmail with ClearRisk's RMIS to create an efficient email process and workflow.

ClearRisk Outlook Integration Overview Video:

<https://www.youtube.com/watch?v=xOoswQ9dL2g&feature=youtu.be&themeRefresh=1>

ClearRisk Gmail Integration Overview Video:

<https://help.salesforce.com/s/articleView?id=000388714&type=1>

ClearRisk Modules

ClearRisk's modules integrate so that claims can be tracked by department and location and include related policy(s), assets, departments, contacts, vendors, 3rd parties, notes/file attachments, email correspondence and more. Users have access to several field types such as text, drop-down pick-lists, calendar, check boxes and more for ease of tracking and managing data. All fields within ClearRisk can be included to help in analysis of claims and incidents within the reporting module.

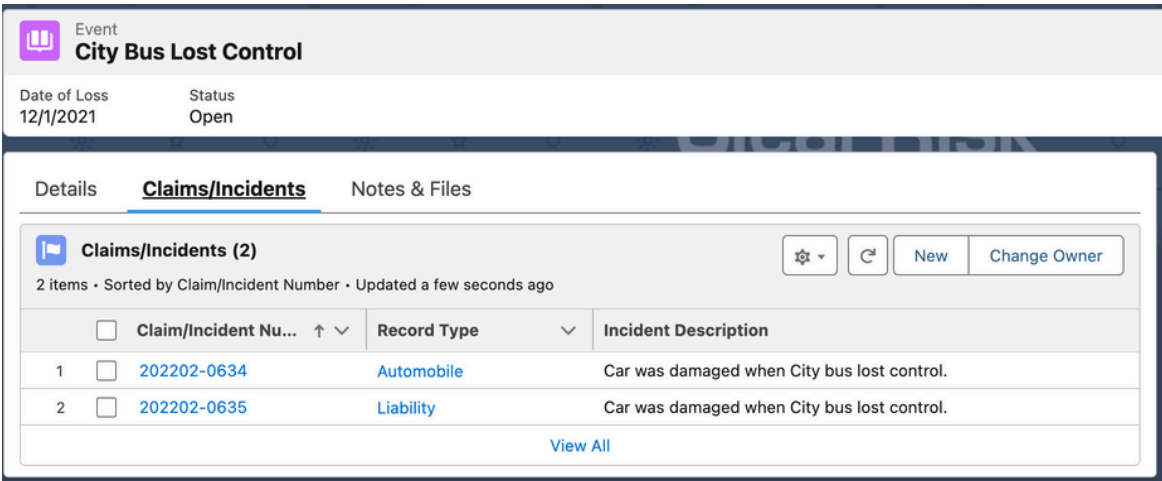
Users can upload file attachments to all records in a wide range of formats including jpg, PDF, MS Office files (Word, Excel, PPT), photos and more.

ClearRisk is built on Salesforce and uses natural language search criteria to provide a comprehensive search experience.

ClearRisk supports security groups which can define record and field level access within the solution. These security groups can be scoped with the customer to meet their access requirements.

Occurrences / Event Management

Occurrences enables local governments to track multiple claims/incidents (regardless of type) associated within one event for reporting of all data including trends, locations, departments, employees and any other affiliated data. An example would be a sewer back-up that has affected several citizens. All claims and/or incidents can be tracked against one event.



The screenshot displays the ClearRisk user interface for an event titled "City Bus Lost Control". The event details show a "Date of Loss" of 12/1/2021 and a "Status" of "Open". The "Claims/Incidents" tab is active, showing a list of two items. The list has columns for "Claim/Incident Number", "Record Type", and "Incident Description".

	Claim/Incident Nu...	Record Type	Incident Description
1	202202-0634	Automobile	Car was damaged when City bus lost control.
2	202202-0635	Liability	Car was damaged when City bus lost control.

Below the table is a "View All" link. The interface also includes a "Details" tab, a "Notes & Files" tab, and buttons for "New" and "Change Owner".

Claims / Incident Management

This module integrates the management of insurance claims such as property, liability, automobile, workers compensation, near-miss and other claim and incident types within a comprehensive, easy-to-use system. This module also allows local governments to track and manage incidents, litigation details, root causes and effectiveness of corrective actions which allows users to uncover trends and drive cost-saving risk management initiatives.

Claims are integrated with the associated assets such as property, vehicles and equipment. Claims are also integrated with related persons such as claimants, employees, lawyers and other 3rd parties including all 3rd party organizations involved in the claim such as auto body shops, physical therapists, doctors offices, etc.

Users have access to several financial fields to track reserves, expenses and recoveries in multiple buckets per segment. ClearRisk has also recently reworked our transaction framework to allow for more transaction categories and types, allowing for in-depth reporting and visualization.

ClearRisk allows for the configuration of notifications up a hierarchy stopping at or before a specified title. In addition if a title is not sufficient the user will be able to set the number of hierarchy to send the notification to. Notifications can be customized based on a set of actions and rules.

Unlike other RMIS providers, ClearRisk does not charge fees on a per record basis but on a total storage utilized. ClearRisk accounts come equipped with ample storage space to function today and well into the future without adding any additional storage capacity.

The screenshot displays the ClearRisk Claims / Incident Management interface. The top section shows a map view of an incident location, with a red pin indicating the site. The map includes labels for nearby locations such as 'CORY MEDICAL', 'VIRGINIA AVENUE', and 'UNIVERSITY PARK'. Below the map, there is a list of activities, including 'Email John', 'Call Judy', and 'Call Alex Brown', with dates and times. The interface also features a sidebar with navigation options like 'Details', 'Transactions', 'Involved Entities', 'Involved Assets', 'Map', 'Notes & Files', and 'Invoicing'. The bottom section shows a detailed view of the incident, including fields for 'Record Type', 'Incident Sub Type', 'Incident Date', 'Status', 'Cause', 'Excavation Works(s)', and 'Assigned To Member'. The 'Details' section includes a table with columns for 'Record Type', 'Incident Sub Type', 'Incident Date', 'Status', 'Cause', 'Excavation Works(s)', and 'Assigned To Member'. The 'Activity' section includes a table with columns for 'Activity', 'History', and 'Billable Activity'. The 'Map' section includes a table with columns for 'Map', 'Notes & Files', and 'Invoicing'. The 'Details' section includes a table with columns for 'Record Type', 'Incident Sub Type', 'Incident Date', 'Status', 'Cause', 'Excavation Works(s)', and 'Assigned To Member'. The 'Activity' section includes a table with columns for 'Activity', 'History', and 'Billable Activity'. The 'Map' section includes a table with columns for 'Map', 'Notes & Files', and 'Invoicing'.

Policy Management

Streamline time-consuming policy management processes and allocate premiums across departments, locations, assets and business units to get an accurate picture of total cost while Users can build and schedule reports to be notified of threshold limits, dramatically reducing time spent during insurance renewals.

The screenshot displays the 'Policy Management' interface for a 'Primary GL (Demo)' policy. The top navigation bar includes tabs for 'Details', 'Claims/Incidents', 'Notes & Files', 'Activity', and 'History'. The 'Details' tab is active, showing a table of policy information. The 'Premium Details' section shows a Gross Premium of \$200,000.00, a Commission of \$8,000.00, and a Net Premium of \$192,000.00. The 'Limit Details' section shows a Per Claim Limit of \$5,000,000.00, a Per Occurrence Limit of \$20,000,000.00, and an Aggregate Limit of \$19,616,831.00. The 'Subscribers (2)' section shows two subscribers: 'Greenwin Inc' and 'Reliable Insurance'. The 'Policy Sections (3)' section shows three sections: 'Tenants Legal Liability', 'Third Party Liability', and 'Environmental Clean...'. The 'Activity' section shows a 'New Task' button and a 'Filters' dropdown. The 'Upcoming & Overdue' section shows 'No activities to show'.

Policy Number	Policy Title	Policy Type	Policy Description	Assigned To Member	Assigned To User	Policy Effective Date	Policy Expiration Date	Program	Program Quota Share (%)
CRC78125673-002	Primary GL (Demo)	General Liability	Primary liability coverage for described operations - as per policy declaration page.	Acme Region		2/28/2023	2/28/2024	Demo Environment	

Gross Premium	Commission	Net Premium	Total Gross Premium	Total Subscriptions (%)	Currency
\$200,000.00	\$8,000.00	\$192,000.00	\$200,000.00	100.00%	USD

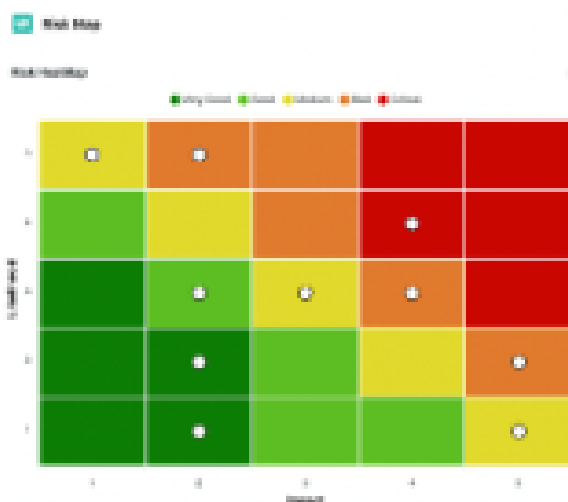
Attachment Point	Deductible	Per Claim Limit	Per Occurrence Limit	Aggregate Limit	Aggregate Retaining
	\$100,000.00	\$5,000,000.00	\$20,000,000.00	\$19,616,831.00	

Subscriber ID	Carrier	Limit Insured	Share (%)	TRIA
SUB-00000	Greenwin Inc	\$2,000,000.00	40.00%	
SUB-00002	Reliable Insurance	\$3,000,000.00	60.00%	

Policy Section N...	Coverage	Coverage ...	Coverage ...
Tenants Legal Liability	Other Liability	2/28/2023	2/28/2024
Third Party Liability	Bodily Injury	2/28/2023	2/28/2024
Environmental Clean...	Other Liability	2/28/2023	2/28/2024

Risk Maps & Risk Registers

Your organization will now be in the position to create risk management plans, including heat maps and risk registers. This module enables discovery, planning and implementation of risk identification and mitigation strategies, with an objective of lowering the likelihood and impact of a risk event. If you're not ready to implement ERM now, this module and functionality will be ready when you are.



The screenshot displays the 'Incident Register' interface. It shows a table of risk events with columns for 'Risk ID', 'Risk Name', 'Impact', 'Likelihood', 'Risk Factor', and 'Risk Points'. The table lists several risk events, including 'Structural Failure', 'Fire', 'Water Damage', 'Power Outage', 'Cyber Attack', 'Natural Disasters', 'Human Error', and 'Supply Chain Disruption'. Each event is assigned a risk level (Low, Medium, High, Very High) and a risk score.

Risk ID	Risk Name	Impact	Likelihood	Risk Factor	Risk Points
000001	Structural Failure	High	High	High	High
000002	Fire	High	High	High	High
000003	Water Damage	High	High	High	High
000004	Power Outage	High	High	High	High
000005	Cyber Attack	High	High	High	High
000006	Natural Disasters	High	High	High	High
000007	Human Error	High	High	High	High
000008	Supply Chain Disruption	High	High	High	High

The City of Abilene will have the ability to track and manage all insurance certificates, contracts and vendors. With automated reminder email notifications that can be setup by the user allowing them to select the email cadence for their needs, you can rest assured that the created user, vendor and broker involved with an insurance certificate or contract will be promptly notified on renewal. Using the automated process above, ClearRisk customers report an 85% reduction in time spent managing and collecting data. Each individual department will be able to track data, receive automated expirations, upload certificates and send automated reminders to vendors ensuring certificates do not expire, preventing projects from being halted due to non-compliance.

Contracts

CONT-0003

Contract Name Landscaping for Property	Vendor Primary Contact Clint Cole	Contract Start Date 6/1/2022	Contract End Date 9/28/2023	Company Signed Date 5/31/2022	Customer Signed Date 5/27/2022
---	--	---------------------------------	--------------------------------	----------------------------------	-----------------------------------

[Clone](#)
[Delete](#)
[Edit](#)

Details Notes & Files

▼ Contract Information

Contracts Number	CONT-0003	Assign to Member	Landscaping by Andre, Inc.	✓
Contract Name	Landscaping for Property	Assigned To User	Mark Fleming	✓
Status	Activated	Department	Fleet Division	✓
Contract Type	Landscaping	Contract Start Date	6/1/2022	✓
Related Certificate	CERT-00005	Contract End Date	9/28/2023	✓
Related Building	A-000004	Days to Expiration	37	✓
		Additional Notifications		✓

▼ Confirmations

Confirmed Insurance Coverage	☒	Confirmed Workers Compensation Coverage	☒
Confirmed Additional Insured	☒ Yes		

▼ Vendor Details

Vendor Primary Contact	Clint Cole	Vendor Street	444 Washington Street
Vendor Organization	Landscaping by Andre, Inc.	Vendor City	San Francisco
Vendor Phone	(555) 123-4574	Vendor State/Province	CA
Vendor Email	johnnnyg@test.com	Vendor Country	United States
		Vendor ZIP/Postal Code	94111

▼ Contract Description

Activity History

Filters: All time • All activities • All types

Refresh • Expand All • View A

▼ Upcoming & Overdue

No activities to show.
Get started by sending an email, scheduling a task, and more.

▼ July - 2023 Last Month

>

60 Day Reminder of Contract Expiration

sent an email to [johnnnyg@test.com](#)

12:00 AM | Jul 30

▼ September - 2022 Last Year

>

0 Day Contract Expiration

sent an email to [johnnnyg@test.com](#)

12:00 AM | Sep 30, 2022

▼ August - 2022 Last Year

>

30 Day Contract Expiration

sent an email to [johnnnyg@test.com](#)

12:12 AM | Aug 31, 2022

>

60 Day Reminder of Contract Expiration

sent an email to

9:15 AM | Aug 18, 2022

No more past activities to load.

Property Management (Asset Schedules)

Store unlimited property and location data. All COPE, locations and values can be housed within individual properties. Upload inspections and other related attachments directly to each record within the file attachment section.

Associate all claims and incidents for trend reporting across locations, while saving weeks of time during renewals.

The screenshot displays the 'Asset #303' record in the ClearRisk system. The interface is divided into several sections: 'Details', 'Related Assets', 'Interested Parties', 'Incidents & Claims', and 'Notes & Files'. The 'Details' section is expanded, showing fields for Asset Name, Alternate Asset Number, Asset Ownership, Lessor, Parent Asset, Parent Asset Name, Parent Asset Alternate Number, Department, Acquisition Date, Inactive Date, Program, Auto Liability Carrier Code, Asset Class, Assigned To Member, Assigned To User, Owner, Status, Approval Status, Approval Date, Acquisition Date, Attachment Request Date, Deletion Request Date, Deletion Date, Appraiser Number, Building Type, Building Class, Purchase Date, and Sold Date. Below this, the 'Total Building Values' section shows Total Building Value (\$100,000.00), Total Contents Value (\$0.00), Total Equipment Value (\$5,399.99), Total Annual Income (\$0.00), Annual Income (\$650,000.00), and Total Insured Income (\$650,000.00). The 'Activity' section on the right shows a list of upcoming and overdue tasks, including 'Call Judy' and 'Check fire extinguishers'.

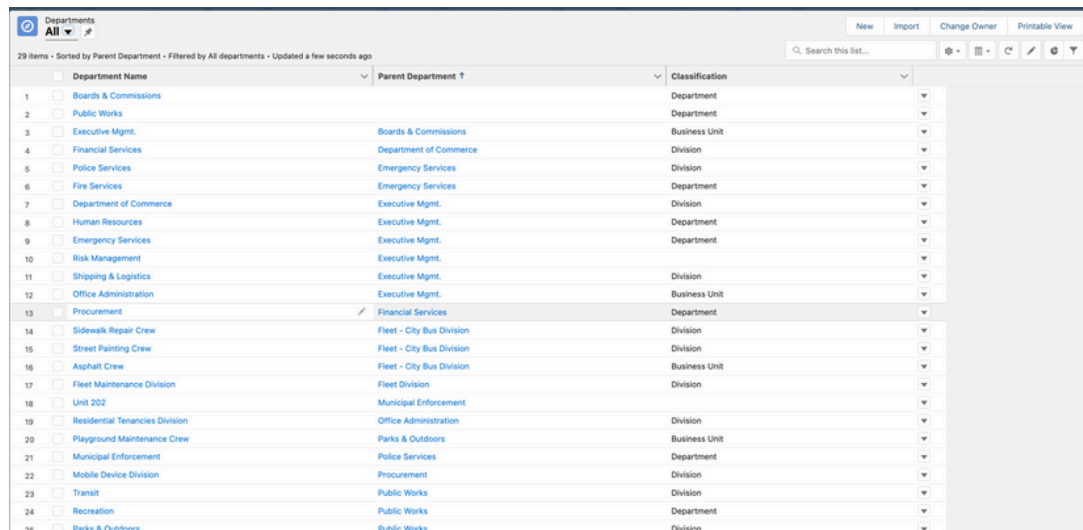
Vehicles and Equipment Management (Asset Schedules)

Store fleet and equipment schedules and related data such as vehicle type, VIN, make, model, license plate and much more. Efficiently report on claims, incidents, and employees involved with specific equipment. Saves days and weeks during renewal season.

The screenshot displays the 'Ford Ranger Works Vehicle' record in the ClearRisk system. The interface is divided into several sections: 'Details', 'Related Assets', 'Interested Parties', 'Incidents & Claims', and 'Notes & Files'. The 'Details' section is expanded, showing fields for Asset Name, Alternate Asset Number, Asset Ownership, Lessor, Parent Asset, Parent Asset Name, Parent Asset Alternate Number, Department, Acquisition Date, Inactive Date, Program, Auto Liability Carrier Code, Asset Class, Physical Damage, Assigned To Member, Assigned To User, Owner, Status, Approval Status, Approval Date, Acquisition Date, Deletion Request Date, Deletion Date, Appraiser Number, Condition, and Sold Date. Below this, the 'Vehicle Details' section shows fields for Make, Model, Vehicle Type, Model Year, Color, Transmission Type, License Plate Number, Gross Vehicle Weight (kg), Curb Weight (kg), VIN, Supplier, and Purchase Date. The 'Activity' section on the right shows a list of upcoming and overdue tasks, including 'Call Mark Fleming'.

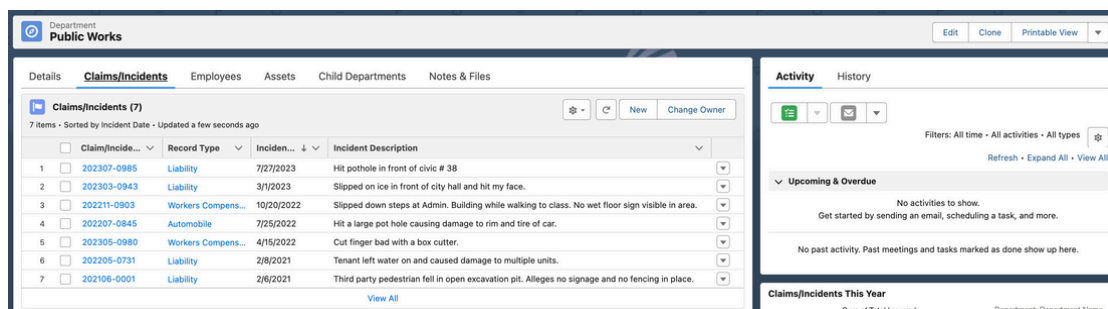
Department Management

Track claims, assets, employees and more and run reports summarized by the appropriate organizations, departments or divisions, allowing effective reporting on the costs and activities of specific organizational units.



The screenshot shows a web application interface for managing departments. At the top, there are tabs for 'New', 'Import', 'Change Owner', and 'Printable View'. Below the tabs, a search bar and a list of 29 items are displayed. The list is organized into columns: 'Department Name', 'Parent Department', and 'Classification'. The 'Department Name' column contains a list of departments, each with a checkbox. The 'Parent Department' column shows the parent department for each item. The 'Classification' column shows the classification for each item. The list is sorted by Parent Department and filtered by All departments. The list includes departments such as Boards & Commissions, Public Works, Executive Mgmt., Financial Services, Police Services, Fire Services, Department of Commerce, Human Resources, Emergency Services, Risk Management, Shipping & Logistics, Office Administration, Procurement, Sidewalk Repair Crew, Street Painting Crew, Asphalt Crew, Fleet Maintenance Division, Unit 202, Residential Tenancies Division, Playground Maintenance Crew, Municipal Enforcement, Mobile Device Division, Transit, Recreation, and Parks & Outdoors.

Department Name	Parent Department	Classification
1 ☐ Boards & Commissions		Department
2 ☐ Public Works		Department
3 ☐ Executive Mgmt.	Boards & Commissions	Business Unit
4 ☐ Financial Services	Department of Commerce	Division
5 ☐ Police Services	Emergency Services	Division
6 ☐ Fire Services	Emergency Services	Department
7 ☐ Department of Commerce	Executive Mgmt.	Division
8 ☐ Human Resources	Executive Mgmt.	Department
9 ☐ Emergency Services	Executive Mgmt.	Department
10 ☐ Risk Management	Executive Mgmt.	Division
11 ☐ Shipping & Logistics	Executive Mgmt.	Division
12 ☐ Office Administration	Executive Mgmt.	Business Unit
13 ☐ Procurement	Financial Services	Department
14 ☐ Sidewalk Repair Crew	Fleet - City Bus Division	Division
15 ☐ Street Painting Crew	Fleet - City Bus Division	Division
16 ☐ Asphalt Crew	Fleet - City Bus Division	Business Unit
17 ☐ Fleet Maintenance Division	Fleet Division	Division
18 ☐ Unit 202	Municipal Enforcement	Division
19 ☐ Residential Tenancies Division	Office Administration	Division
20 ☐ Playground Maintenance Crew	Parks & Outdoors	Business Unit
21 ☐ Municipal Enforcement	Police Services	Department
22 ☐ Mobile Device Division	Procurement	Division
23 ☐ Transit	Public Works	Division
24 ☐ Recreation	Public Works	Department
25 ☐ Parks & Outdoors	Public Works	Division

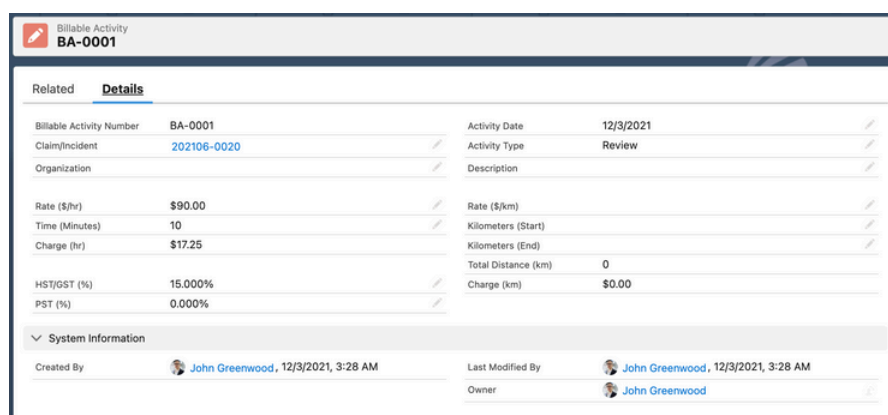


The screenshot shows a web application interface for managing claims and incidents. At the top, there are tabs for 'Details', 'Claims/Incidents', 'Employees', 'Assets', 'Child Departments', and 'Notes & Files'. The 'Claims/Incidents' tab is selected. Below the tabs, a search bar and a list of 7 items are displayed. The list is organized into columns: 'Claim/Incident', 'Record Type', 'Incident...', and 'Incident Description'. The 'Claim/Incident' column contains a list of claims and incidents, each with a checkbox. The 'Record Type' column shows the record type for each item. The 'Incident...' column shows the incident date for each item. The 'Incident Description' column shows the incident description for each item. The list is sorted by Incident Date and filtered by All incidents. The list includes claims and incidents such as 202307-0985, 202303-0943, 202211-0903, 202207-0945, 202305-0980, 202205-0731, and 202106-0001.

Claim/Incident	Record Type	Incident...	Incident Description
1 ☐ 202307-0985	Liability	7/27/2023	Hit pothole in front of civic # 38
2 ☐ 202303-0943	Liability	3/1/2023	Slipped on ice in front of city hall and hit my face.
3 ☐ 202211-0903	Workers Compens...	10/20/2022	Slipped down steps at Admin. Building while walking to class. No wet floor sign visible in area.
4 ☐ 202207-0945	Automobile	7/25/2022	Hit a large pot hole causing damage to rim and tire of car.
5 ☐ 202305-0980	Workers Compens...	4/15/2022	Cut finger bad with a box cutter.
6 ☐ 202205-0731	Liability	2/8/2021	Tenant left water on and caused damage to multiple units.
7 ☐ 202106-0001	Liability	2/6/2021	Third party pedestrian fell in open excavation pit. Alleges no signage and no fencing in place.

Time Collection / Billable Activities

Your organization will now be able to track time spent at the record and task level: claims management, contract review, renewals, etc. Your department and team can now provide total hours worked on particular projects over any given time period.



The screenshot shows a web application interface for managing billable activities. At the top, there are tabs for 'Related' and 'Details'. The 'Details' tab is selected. Below the tabs, a search bar and a list of 1 item are displayed. The list is organized into columns: 'Billable Activity Number', 'Claim/Incident', 'Organization', 'Rate (\$/hr)', 'Time (Minutes)', 'Charge (hr)', 'HST/GST (%)', 'PST (%)', 'Activity Date', 'Activity Type', 'Description', 'Rate (\$/km)', 'Kilometers (Start)', 'Kilometers (End)', 'Total Distance (km)', 'Charge (km)'. The 'Billable Activity Number' column contains a list of billable activities, each with a checkbox. The 'Claim/Incident' column shows the claim/incident for each item. The 'Organization' column shows the organization for each item. The 'Rate (\$/hr)' column shows the rate for each item. The 'Time (Minutes)' column shows the time for each item. The 'Charge (hr)' column shows the charge for each item. The 'HST/GST (%)' column shows the HST/GST for each item. The 'PST (%)' column shows the PST for each item. The 'Activity Date' column shows the activity date for each item. The 'Activity Type' column shows the activity type for each item. The 'Description' column shows the description for each item. The 'Rate (\$/km)' column shows the rate for each item. The 'Kilometers (Start)' column shows the kilometers for each item. The 'Kilometers (End)' column shows the kilometers for each item. The 'Total Distance (km)' column shows the total distance for each item. The 'Charge (km)' column shows the charge for each item. The list is sorted by Activity Date and filtered by All activities. The list includes billable activities such as BA-0001.

Billable Activity Number	Claim/Incident	Organization	Rate (\$/hr)	Time (Minutes)	Charge (hr)	HST/GST (%)	PST (%)	Activity Date	Activity Type	Description	Rate (\$/km)	Kilometers (Start)	Kilometers (End)	Total Distance (km)	Charge (km)
1 ☐ BA-0001	202106-0020		\$90.00	10	\$17.25	15.000%	0.000%	12/3/2021	Review					0	\$0.00

Contract / Employee Management

Employees, vendors, misc. third parties, brokers and more can be tracked within ClearRisk and related to the appropriate claim, incident, asset, department, contract and/or insurance certificate. Include injury information, lost days and related safety and workers compensation data fields. Tie into your employee database for easy updates without any manual entry needed.

Mr. Alex Smith

Details

Claims/Incidents

Claim Transactions

Assets

Duplicate Check

Notes & Files

Follow

Edit

Clone

Delete

Details

Claims/Incidents

Claim Transactions

Assets

Duplicate Check

Notes & Files

▼ Contact Information

Organization Member

Yes

✓

Name

Mr. Alex Smith

✓

Organization Name

User Contacts

✓

Title

Maintenance Worker

✓

Employee Number

12345

✓

Employee Status

Full-Time

✓

Department

Public Works

✓

Hired Date

8/1/2023

✓

Reports To

Natalie Barrow

✓

Active Employee

Yes

✓

Employment Status

Active

✓

Last Day of Employment

✓

Phone

(555)7756475

✓

Home Phone

✓

Mobile

(555)7764657

✓

Other Phone

✓

Fax

✓

Email

alex@email.com

✓

Assistant

✓

Asst. Phone

✓

▼ Address Information

Mailing Address

12 White Street
New York, NY 10013
United States

✓

Other Address

✓

▼ Additional Information

Gender

Male

✓

Birthdate

✓

Average Weekly Hours

✓

Average Weekly Days

✓

Activity

History

Filters: All time • All activities • All types

Refresh • Expand All • View All

▼ Upcoming & Overdue

Medical report under review

Jun 21

You have an upcoming task about JP-000540

No past activity. Past meetings and tasks marked as done show up here.

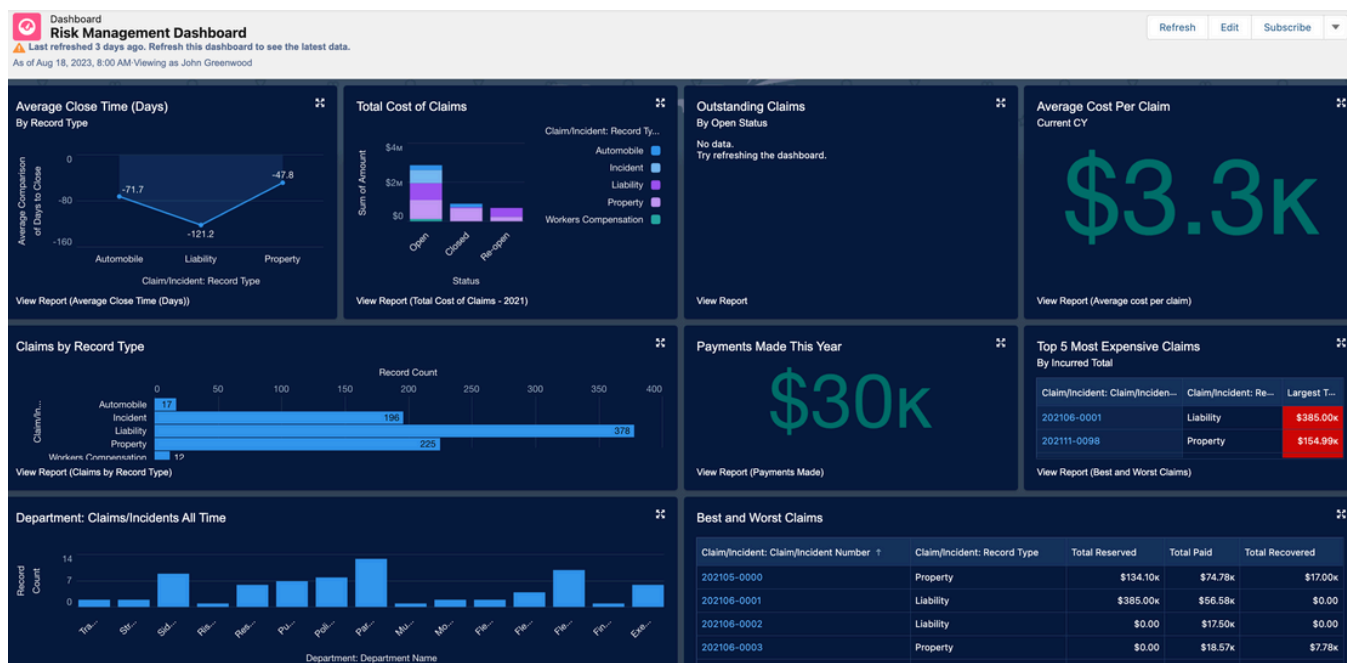
Workers Compensation

Employee Doing Regular Job?	Lost Time?
Required Hospital Time	Last Worked Date
Treated in an Emergency Room?	First Disability Date
Hospitalized Overnight as an In-Patient?	Return to Work Date
First Full Workday Lost After Injury	Modified Duties 1 N/A
Hospital Name	Modified Duties Date 1
Hospital Street Address	Return to Work Restricted
Hospital City	Lost Days
Hospital State/Province	Restricted Days
Hospital Zip/Postal Code	NCCI Class Code
	NCCI Injury Code
	NCCI Loss CovCode
	NCCI Type Code
	Time Workday Began
	OSHA Record?
	OSHA Classification
	OSHA Injury Type
	OSHA Accident Location
	OSHA Injury Description

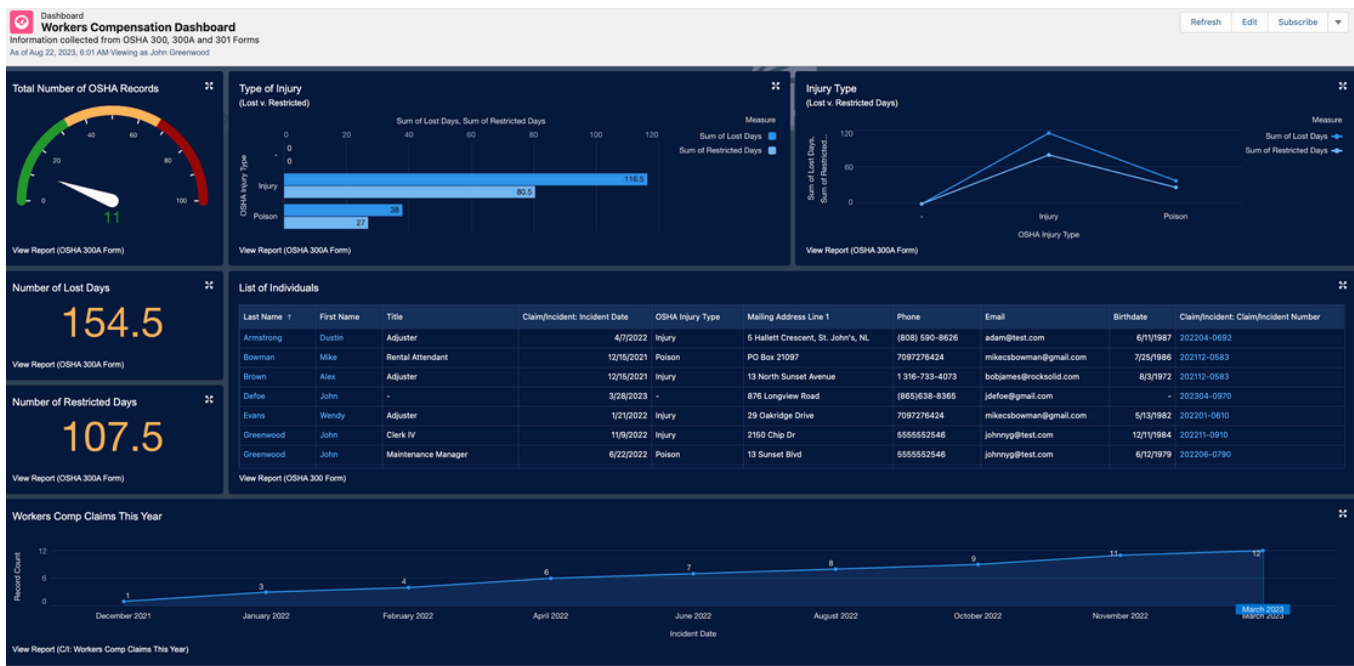
Reports and Dashboards

Take the guesswork out of data analytics. Reduce costs and improve safety by drilling down to any and all data within the system: claims, incidents, events, locations, departments, loss causes and more. ClearRisk has built a library of over 25 report templates such as summary, loss ratios, and claim and incident trends users can access and customize, or users can create customized reports from scratch with filters and tools to dissect data. Export reports to share outside the platform, or automatically send reports to other users through automated emails based on schedules or trigger events.

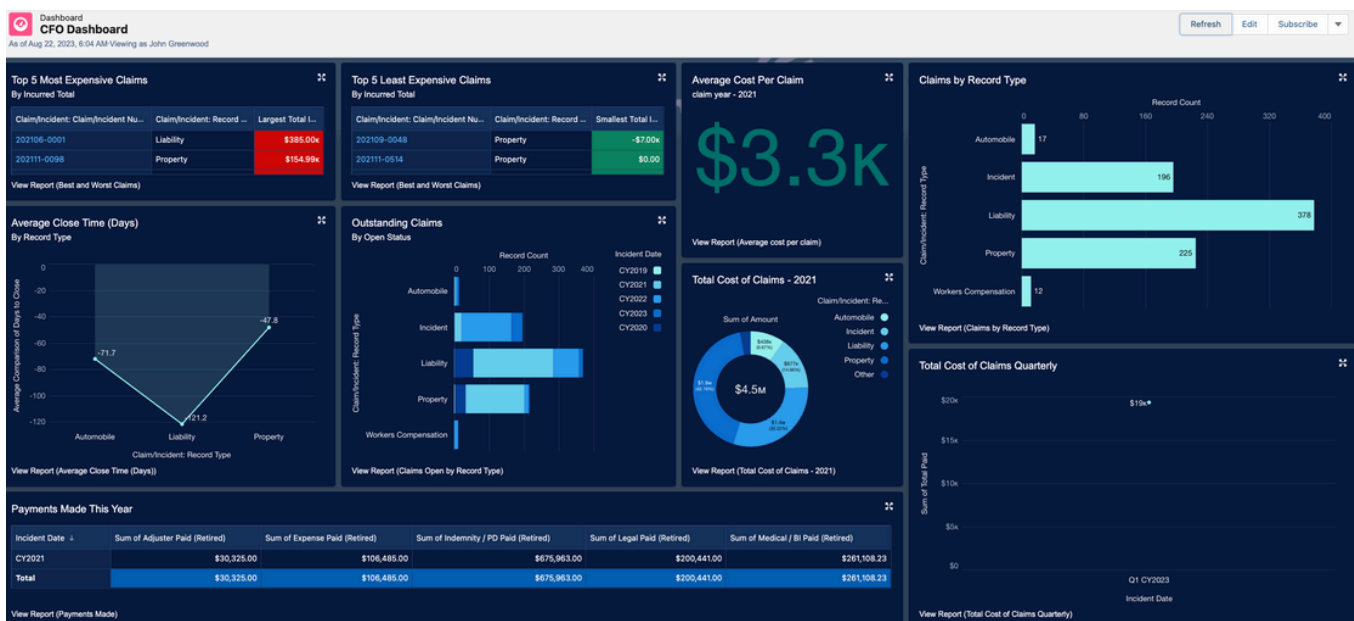
Users can choose between various types of reports including: Row & Column, Summary, Matrix and others. Graphs available include pie charts, bar graphs, line graphs, trend analysis charts, scatter diagrams and more. Users easily save all reports to specific folders and dashboards for easy retrieval. All reports are searchable so when a user logs onto ClearRisk, they can simply type the name of the report in the search bar. Users can also “favorite” reports, making it easy to locate with just a couple clicks of the mouse.



Filters and date ranges can be applied to all reports so users can have reports as specific or broad based as needed. Users can run reports and group by specific department, location, date range, loss cause and more. Users can pull all property and COPE data fields in reports. Standard user reports would also include loss runs by department/location by cause, schedule of values by location and departments for property, auto, mobile equipment, ability to drill down to cause code by employee groups, activities, date/time, and more.



The ability to "Save As" a report speeds up creating new reports based on a prior report template created. This way, users can simply add a new filter or change a date to generate a new report rather than having to recreate the report from scratch. All reports can be quickly and easily exported for sharing with outside parties. Reports can be scheduled to run at a future time. ClearRisk will fully cover all reporting functionality during training in implementation so that each designated Admin user is able to create and edit their own reports at any time. Delegate users will be able to view reports that are shared with them, such as department users.



ClearRisk Community

At ClearRisk, our customers are a part of a bigger picture and we offer more than just software. Coming onboard with ClearRisk, you'll be linked and introduced to fellow risk managers in your industry to learn best practices, challenges and lessons learned in a peer group setting.

Also at regular intervals, we schedule customer focus groups where we discuss a variety of topics related to risk management and how they use the ClearRisk system. We encourage our customers to exchange ideas with other risk managers, and their feedback contributes directly to the future improvements of our product. It's just one more way that our customers know their voices are being heard!



ClearRisk Procurement Resources

Many public sector clients have procurement guidelines that provide exemptions from the formal RFP process for systems like ClearRisk.

- ClearRisk is a "SaaS" based (Software as a Service) solution, and therefore often treated like other professional services where an RFP is not a requirement.
- In other cases, customers are able to take advantage of one of two scenarios that may allow for an RFP exemption or otherwise streamline the procurement process:
 - using a cooperative agreement of another ClearRisk municipal customer or,
 - using a cooperative purchasing agency partner of ClearRisk

In either scenario, ClearRisk is happy to discuss the specifics with your procurement manager.

2024 Product Road Map (planned)

Notification Builder: Empower users with targeted, timely alerts based on customizable criteria. This immediate awareness enhances proactive risk mitigation efforts and streamlines response times during critical risk events.

Report Receivers: Automating essential reports to stakeholders will establish consistency and eliminate time spent on manual report generation.

Enhanced Safety Management:

- **Incident Investigation Management:** Incident investigation tracking streamlines the documentation and analysis of incidents, providing valuable insights to identify systemic issues and drive measures.
- **Corrective Action Tracking:** The corrective action tracking system facilitates the efficient monitoring and closure of corrective actions, ensuring safety concerns are addressed promptly and preventing future incidents.
- **Hazard Identification:** The hazard identification tracking feature will centralize the reporting and assessment of potential hazards, providing a platform for proactive risk mitigation and fostering a safer working environment.
- **Safety Audits:** Our safety audit tracking system simplifies the scheduling, documentation, and follow-up of safety audits, enhancing your ability to drive continuous improvement of safety performance.
- **Safety Training and Certification:** The safety training and certification tracking feature will ensure employees receive, complete, and update necessary safety training. It will also allow you to see well in advance when training needs to be scheduled/renewed.

AI Benchmarking: Access in-depth comparative analytics against industry peers, providing Risk KPIs for your organization together with automated insights for effective decision-making.

Annual Subscription Package

Core Package

Core Package:

- 2 Users (2 Admin)
- 1 Online Incident Submission Web Form
- Employee Directory Updates
- Email Integration:
 - Microsoft Outlook/Gmail
- Customer Support (10 hours)
- Data & File Storage
 - 35 GB
- Hosting and Maintenance

Modules Included:

- Occurrences/Events
- Claims/Incident Management
- Insurance Policy Management
- Asset Schedules (Properties/Vehicles)
- Organization Management
- Department Management
- Employee/Contact Management
- Reports & Dashboards

Core Package: Add-Ons

- + 2 Delegate Users
- + 1 Online Submission Web Forms
 - Public Facing/3rd Party claims

Total Annual Subscription: \$37,750

Implementation

Core Package Implementation

Includes (as per SOW):

- Project Management Services
- Data Migration of auxiliary/supporting data including:
 - Insurance Policies
 - Organizational Chart/Departments
 - Asset Schedules: properties, vehicles and equipment
 - Contact Listing: employees, vendors and service providers
- Employee Directory Update Setup
- Online Incident Submission Web Form Setup
- User Training

***To be confirmed once data has been reviewed and integration(s) scoped**

Additional Implementation Items

- 1 Additional Web Form Implementation
 - 3rd Party/Public Facing incident/claim form

Total Implementation:

\$24,000*

Notes:

- Material changes to the defined project as per the "SOW" (Scope of Work) document are subject to \$175/hour fee.
- Notes and file attachment upload can be scoped and added to implementation
- * Data migration to be scoped prior to final quote
- Pricing and terms are valid for 90 days
- All pricing in USD, this proposal is for a three (3) year contract. Annual subscription cost increases 5%/year over original contract term
- This proposal is confidential and cannot be shared with any party outside of the prospect organization

3-year Agreement Pricing

Item	Year-1	Year-2	Year-3
Annual Subscription	\$37,750	\$39,638	\$41,619
Implementation	\$10,000	\$8,000	\$6,000
	\$47,750	\$47,638	\$47,619

Some of our Customers

"I consider the investment of ClearRisk one of the best we have ever made!"



Christine Parks
MUNICIPAL RISK MANAGER



KANSAS CITY
MISSOURI



SAINT JOHN



City of Loveland



"It's good to know that you have the municipal understanding, and you're not trying to fit us into another corporate type of system. It feels good to know that you understand municipal operations, you understand what's important to us, and understand what we need to do as risk managers to be in the best interest of our own municipality"

Jolene Ramsay
RISK MANAGER



"ClearRisk really allowed for massive time savings, which has made our safety departments scalable as we grow. By automating onerous tasks associated with incident management, we can now focus on new ways to enhance our members' experience through functionality in ClearRisk."



David Richards
ASSISTANT TO THE CITY MANAGER



ClearRisk Risk Management Solution

Cloud-based software organizing and analyzing data to reduce risk





Risk Realities

- Predictable is preventable.
- The best outcomes regarding risk isn't mitigation, it is prevention.
- In addition to a robust safety plan, thorough analysis of historic risk is needed to get to prevention.





Introduction to ClearRisk

ClearRisk is a suite of cloud-based software that brings together a set of tools to identify, document and mitigate risk. The primary tools include: claims, risk and insurance management. ClearRisk was founded in 2006 by a risk manager and is utilized by over 225 companies across North America.





ClearRisk

ClearRisk tracking includes:

- Claims incidents including pictures, estimates and legal correspondence
- Assets (1K+ properties and vehicles)
- Contracts (1K annually)
- Certificates of insurance
- Payments and transactions





Current Challenges

Identifying Risk Management Gaps

- **Inconsistent Reporting:** Our decentralized risk reporting process causes inconsistent data and delayed incident tracking
- **High Claims Cost:** In the past two years, claims-related costs have risen by 15%, mainly from preventable incidents
- **Manual Processes:** Relying on spreadsheets and manual entry increases errors and reduces efficiency





Current Challenges

The current solution of utilizing Microsoft Access as a risk management database poses several challenges for the City, particularly as our risk management needs have expanded and become increasingly complex. The database was built in 2006 and last revised in August of 2007.



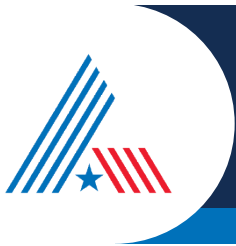


The Case for ClearRisk

Why ClearRisk is the Right Solution

- **Unified Platform:** ClearRisk combines claims, incident reporting, and compliance tracking into one easy-to-use platform
- **Proven Results:** ClearRisk users typically see a 25% reduction in claims cost and 30% reporting times
- **Automation and Efficiency:** Automating workflows minimizes manual errors and ensures real-time incident tracking, enabling faster responses
- **Customizable Dashboard:** The platform can be tailored to our specific needs, ensuring we address our key risk areas





Reports and Dashboards





Purchase

Co-op pricing (BuyBoard)

Implementation - \$24,000

Year one - \$36,051.25

Year two - \$37,854.29

Year three - \$41,619.00





Conclusion

Approving ClearRisk: The Path to Safer and Smarter Risk Management

- ClearRisk will help reduce our claims costs, improve efficiency, and ensure regulatory compliance
- The investment will be offset by long-term savings and operational improvements
- We recommend approval





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Mike Perry, Director of Professional Standards

SUBJECT: **20. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving the Purchase of Cyber Liability for the City of Abilene through the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for Fiscal Year 2025**
(Mike Perry)

GENERAL INFORMATION

Cyber liability coverage protects the City from financial losses associated with cyberattacks and data breaches. Damages from these events can result in significant costs.

SPECIAL CONSIDERATIONS

Staff reviewed several options related to the acquisition of cyber liability coverage. TMLIRP was found to provide coverage in excess of and with a lower premium than FY2024 (2M vs 3M aggregate; \$138,520 vs \$91,350). This coverage is offered by AmTrustCyber through TMLIRP.

FUNDING/FISCAL IMPACT

This acquisition will be funded utilizing the Self-Insurance Fund.

STAFF RECOMMENDATION

Information Technology personnel have reviewed this policy and support its acquisition. Staff recommends this purchase.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Cyber Resolution
2. Amtrust Cyber Quote- City of Abilene
3. City of Abilene Cyber Comparison
4. Cyber Coverage Presentation

RESOLUTION NO.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE AWARD OF CYBER LIABILITY FOR THE CITY OF ABILENE FOR THE
FISCAL YEAR 2025.**

WHEREAS, the City of Abilene, operates and maintains a significant and complex information technology (IT) infrastructure, and

WHEREAS, it is common industry practice to insure against the risk of substantial claims related to damage to, or loss of information from, IT systems and networks by the purchase of cyber liability insurance, and

WHEREAS, the current cyber liability coverage will expire on September 30, 2024, and

WHEREAS, the City wishes to purchase cyber liability coverage for the fiscal year 2025, and

WHEREAS, the City has an existing contract with the Texas Municipal League Intergovernmental Risk Pool (TMLIRP), and

WHEREAS, this purchase will be an add-on to the TMLIRP contract.

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

PART 1: That the cyber liability coverage proposal most advantageous to the City was provided by TMLIRP.

PART 2: That the City Manager, or his designee, is hereby authorized to execute documents with TMLIRP in order to purchase cyber liability coverage for the fiscal year 2025.

PASSED this 26th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



AmTrustCyber

Every business has cyber risk.

Be Prepared.
Stay Protected.

AmTrustCyber Insurance Proposal

Prepared for:

City of Abilene
PO Box 60
Abilene, TX 79604

Presented by:

Risk Placement Services, Inc.
12750 Merit Drive Suite 1000
Dallas TX 75251

Proposal Date: 9/17/2024

Policy Period: 10/1/2024 - 10/1/2025

Please note that Associated Industries Insurance Company, Inc. is eligible to issue an insurance policy in this state via a surplus lines broker or on a direct procurement basis and taxes for this placement will be paid by the broker and/or insured.

Please do not hesitate to reach out if you have any questions and thank you for purchasing insurance with us.

Best Regards,



Aaron Basilius

This indication will expire sixty (60) days from the date of this letter or at inception of the policy, whichever is the earlier.

AMTRUSTCYBER QUOTE (8147243)

Total Premium	\$36,950.00
Terrorism Premium	Included

LIMITS

Aggregate Limit of Liability			\$1,000,000
Business Interruption Waiting Period	12 Hours	Business Interruption From Suppliers	12 Hours
Business Interruption Period of Restoration	275 Days	Business Interruption from Suppliers Period of Restoration	275 Days

COVERAGE FOR THE INSURED'S DIRECT LOSS

Coverage	Limit of Coverage	Retention
Ransom Payment	\$1,000,000	\$50,000
Data And System Recovery	\$1,000,000	\$50,000
Bricking Costs	\$1,000,000	\$50,000
Business Interruption	\$1,000,000	\$50,000
Business Interruption From Suppliers	\$1,000,000	\$50,000
Reputation Harm	\$1,000,000	\$50,000
Cyber Event	\$1,000,000	\$50,000
Cyber Deception	\$250,000	\$50,000
Proof Of Loss	\$250,000	\$50,000
Cryptojacking	\$1,000,000	\$50,000

COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED

Coverage	Limit of Coverage	Retention
Privacy And Network Security	\$1,000,000	\$50,000
Regulatory Fines And Penalties	\$1,000,000	\$50,000
Payment Card	\$1,000,000	\$50,000
Media	\$1,000,000	\$50,000

CONTINUITY DATE

Continuity Date	10/1/2023
Choice of Law	NY

EXTENDED DISCOVERY PERIOD

Extended Discovery Period	12 Months
Extended Discovery Period Premium	100% percentage of annual premium

This indication will expire sixty (60) days from the date of this letter or at inception of the policy, whichever is the earlier.

AMTRUSTCYBER QUOTE (8147243)

Total Premium	\$64,662.00
Terrorism Premium	Included

LIMITS

Aggregate Limit of Liability			\$2,000,000
Business Interruption Waiting Period	12 Hours	Business Interruption From Suppliers	12 Hours
Business Interruption Period of Restoration	275 Days	Business Interruption from Suppliers Period of Restoration	275 Days

COVERAGE FOR THE INSURED'S DIRECT LOSS

Coverage	Limit of Coverage	Retention
Ransom Payment	\$2,000,000	\$50,000
Data And System Recovery	\$2,000,000	\$50,000
Bricking Costs	\$2,000,000	\$50,000
Business Interruption	\$2,000,000	\$50,000
Business Interruption From Suppliers	\$2,000,000	\$50,000
Reputation Harm	\$2,000,000	\$50,000
Cyber Event	\$2,000,000	\$50,000
Cyber Deception	\$250,000	\$50,000
Proof Of Loss	\$250,000	\$50,000
Cryptojacking	\$1,000,000	\$50,000

COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED

Coverage	Limit of Coverage	Retention
Privacy And Network Security	\$2,000,000	\$50,000
Regulatory Fines And Penalties	\$2,000,000	\$50,000
Payment Card	\$2,000,000	\$50,000
Media	\$2,000,000	\$50,000

CONTINUITY DATE

Continuity Date	10/1/2023
Choice of Law	NY

EXTENDED DISCOVERY PERIOD

Extended Discovery Period	12 Months
Extended Discovery Period Premium	100% percentage of annual premium

This indication will expire sixty (60) days from the date of this letter or at inception of the policy, whichever is the earlier.

AMTRUSTCYBER QUOTE (8147243)

Total Premium	\$87,000.00
Terrorism Premium	Included

LIMITS

Aggregate Limit of Liability		\$3,000,000
Business Interruption Waiting Period	12 Hours	Business Interruption From Suppliers 12 Hours
Business Interruption Period of Restoration	275 Days	Business Interruption from Suppliers Period of Restoration 275 Days

COVERAGE FOR THE INSURED'S DIRECT LOSS

Coverage	Limit of Coverage	Retention
Ransom Payment	\$3,000,000	\$75,000
Data And System Recovery	\$3,000,000	\$75,000
Bricking Costs	\$3,000,000	\$75,000
Business Interruption	\$3,000,000	\$75,000
Business Interruption From Suppliers	\$3,000,000	\$75,000
Reputation Harm	\$3,000,000	\$75,000
Cyber Event	\$3,000,000	\$75,000
Cyber Deception	\$250,000	\$75,000
Proof Of Loss	\$250,000	\$75,000
Cryptojacking	\$1,500,000	\$75,000

COVERAGE FOR CLAIMS BROUGHT AGAINST THE INSURED

Coverage	Limit of Coverage	Retention
Privacy And Network Security	\$3,000,000	\$75,000
Regulatory Fines And Penalties	\$3,000,000	\$75,000
Payment Card	\$3,000,000	\$75,000
Media	\$3,000,000	\$75,000

CONTINUITY DATE

Continuity Date	10/1/2023
Choice of Law	NY

EXTENDED DISCOVERY PERIOD

Extended Discovery Period	12 Months
Extended Discovery Period Premium	100% percentage of annual premium

This indication will expire sixty (60) days from the date of this letter or at inception of the policy, whichever is the earlier.

FORMS AND ENDORSEMENTS APPLICABLE TO CYBER POLICY

Forms and Endorsement Edition Date	Endorsement Title
CY3300180522	Amend Other Insurance - Indemnification
CY3300431222	Premium Payment And Termination Endorsement- 25%
CY3300460123	PRIOR AND PENDING LITIGATION EXCLUSION- as expiring Invoice
CY3300570323	Manipulation- \$250,000 sublimit/ policy retention
CY3300590323	Amend Authentication Endorsement- Removes Authentication requirement.
CY3300610423	Amend Data And System Recovery– Adds Unplanned Failure trigger.
CY3300630423	Amend Settlement Of Claims- 85/15
CY3300640423	New Subsidiaries- 25%
CY3300650423	AMEND NOTIFICATION - 90 days
CY3300670523	AMEND DEFINITION OF COMPUTER SYSTEM
CY3300680523	AMEND DEFINITION OF COMPANY COMPUTER SYSTEM
CY3300690523	AMEND DEFINITION OF MEDIA INFORMATION
CY3300700523	AMEND DEFINITION OF THIRD PARTY
CY3300710523	AMEND SALE OR OWNERSHIP OF SECURITIES EXCLUSION
CY3300720523	AMEND NATURAL PERILS AND PHYSICAL EVENTS EXCLUSION
CY3301411223	Amend Notification - Law Enforcement Cooperation
CY3301421223	Amend Definition of Management- CEO, CFO, RM, GC, CISO, CTO, CPO or equivalent position.
CY9900060321	Extended Discovery Period Options- 1yr 100% , 2yr 150% and 3 yrs 175%
CY9900120321	Cap On Losses From Certified Acts Of Terrorism And Disclosure Pursuant To Terrorism Risk Insurance Act
ILP0010104_Cyber	OFAC NOTICE
MKT63490124	AmTrustCyber MDR Offering Overview
NMA1590	Nuclear Incident Exclusion
SURPLUS	Surplus Lines Endorsement

SUBJECTIVITIES

Our offer is subject to the following:

1. Written conformation of no changes in risk (prior to binding)

NOTICE TO THE INSURED:

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code.

This indication will expire sixty (60) days from the date of this letter or at inception of the policy, whichever is the earlier.

Your Exclusive Offer

Free Security Solution From AmTrustCyber

At AmTrustCyber, we're committed to helping protect our customers against cyber risk.

As part of that commitment, we're pleased to provide AmTrustCyber policy holders with up to **10 MDR licenses** at no additional cost. All insureds – both small and large – can benefit from MDR protection. AmTrustCyber is here to help you protect your business from costly and disruptive cyber incidents.



What is MDR and how can it help?

MDR stands for Managed Detection and Response. MDR is a 24/7 security guard for your network, data, and devices - desktops, laptops, and servers. It can alert you to threats (like malicious files and links) and stop them from causing harm. It works on a totally automated basis, so you don't have to do a thing. It runs behind the scenes, so it will have no impact on your network. It offers defenses beyond basic computer security features to provide your business with effective protection and peace of mind. Best of all, it's easy to install and it's free!

AmTrustCyber teamed up with cybersecurity experts American Technology Services (ATS) to provide this incredible benefit to our insureds. Specialists at ATS will manage the tool, alert you if there are any threats, and help you to avoid the disruption and expense of a costly cyber-attack.



Download today - it's easy, quick and safe.

This important security tool takes 5 minutes to install, will not interrupt your devices in any way, runs on its own, is free and will protect your network from dangerous cyber criminals and attacks. To get started, just click on the link below and you will be guided through a simple installation – all you need is your AmTrustCyber policy number and your email and phone number. And again, you can install this tool on up to 10 devices – for free!

[Take advantage of this great benefit by clicking here.](#)

AmTrustCyber. Be Prepared. Stay Protected.



Disclaimer - This offer is exclusive to select AmTrustCyber insureds (the "Insureds") and may not be transferred or resold. The MDR solution will be provided by American Technology Services, a third-party provider of information security solutions. Usage of the complimentary MDR licenses (the "Licenses") is subject to the terms and conditions provided by American Technology Services and select Insureds will be required to agree to, and abide by, such terms and conditions. Insureds are not required to make any purchase nor agree to any future payment for the Licenses to receive this offer. Insureds' use of the Licenses is valid until the earlier of (i) 12 months from the time that an AmTrustCyber insured signs up for the license(s), or (ii) the termination of the AmTrustCyber insured's cyber insurance policy with AmTrustCyber, whichever comes first. The terms of this offer are subject to change, and the offer may be amended or revoked, at any time and for any reason including, without limitation, the commercial availability of the Licenses and/or the MDR Solution.

This offer is facilitated by hyperlinks to third-party websites or other methods to aid Insureds' access to the Licenses. Although AmTrustCyber endeavors to direct Insureds to helpful, trustworthy resources such as the MDR solution that will improve their cyber security posture and readiness, AmTrustCyber cannot guarantee software, information, products, or services provided by or at any third-party resource or track changes in the resource. Thus, neither AmTrustCyber nor any of its affiliates is responsible for the content or accuracy of any third-party website or resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third-party website or resource.

We recommend these resources on an "as is" basis and the use of such resources will be subject to their terms and licenses and no longer be protected by AmTrust's privacy policy or security practices, which may differ from the third policy or practices or other terms. Insureds should familiarize themselves with any license or use terms of, and the privacy policy and security practices of, the third-party resource, which will govern Insureds' use of that resource.



City of Abilene Cyber Coverage Comparison



	AmTrust \$2M (Expiring)	Coalition \$2M	Corvus \$2M	AmTrust \$2M (Renewal)	AmTrust \$3M (Renewal)
Retroactive date or Full Prior Acts?	Full Prior Acts (Cyber)	Full Prior Acts (Cyber)	Full Prior Acts (Cyber)	Full Prior Acts (Cyber)	Full Prior Acts (Cyber)
General Policy Retention	\$200,000	\$100,000	\$100,000	\$50,000	\$75,000
Business interruption Retention	\$200,000	\$100,000	\$100,000	\$50,000	\$75,000
Cyber Crime Retention	\$200,000	\$100,000	\$100,000	\$50,000	\$75,000
Direct Business Interruption Waiting Period	12 Hrs	8 hrs	8 hrs	12 Hrs	12 Hrs
Contingent Business Interruption Waiting Period	12 Hrs	8 hrs	8 hrs	12 Hrs	12 Hrs
Premium (Including Taxes/Fees)	\$138,519	\$89,911	\$101,792	\$67,895	\$91,350
Third Party Liability Coverage					
Network Security & Privacy Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Media Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Regulatory Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
PCI Fines, Expenses and Costs (Payment Card Loss)	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
First Party Coverage					
Business Interruption - Security Breach	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Dependent Business Interruption - Security Breach	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Business Interruption - System Failure	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Dependent Business Interruption - System Failure	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Business Interruption - Any Third Party that provides products or services	\$2,000,000	\$2,000,000	Outsource service provider only	\$2,000,000	\$3,000,000
Incident Response	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Cyber/Network Extortion	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Data/System Recovery Costs	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Consequential Reputation Loss Coverage (Reputational Harm)	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Computer Hardware Replacement Costs (Bricking)	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$3,000,000
Cyber Crime Coverage					
Social Engineering (Cyber Deception)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Funds Transfer Fraud	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Cryptojacking/Utility/Service Fraud	\$1,500,000	\$250,000	\$250,000	\$1,500,000	\$1,500,000
Your Phishing/ Invoice Manipulation	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Client Phishing	N/A- No Cover	Need Endorsements to verify	N/A- No Cover	N/A- No Cover	N/A- No Cover
Telephone Hacking (Telecom Fraud)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Miscellaneous Policy Provisions					
Intentional acts of rogue employees covered?	Yes	Yes	Yes	Yes	Yes
Wrongful Collection Exclusion?	No	Yes	No	No	No
Breach Event Costs Outside the Limit	Can add for AP	Yes	NO	Can add for AP	Can add for AP
War Exclusion?	Yes, with carveback	Yes, with carveback	Yes, with carveback	Yes, with carveback	Yes, with carveback
Biometrics Exclusion?	No	No	No	No	No
TCPA Defense Sublimit?	N/A- No Cover	N/A- No Cover	\$50,000	N/A- No Cover	N/A- No Cover
Cyber crime Call back provision?	No	No	No	No	No

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Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Cyber Coverage





Need

- According to a 2021 FBI report, there were 847,376 cybercrime cases reported in 2021 with losses amounting to nearly \$7 billion.
- That number increased to \$10 billion in 2022.
- Globally, cybercrime is expected to reach \$10.5 trillion by 2025.¹
- In 2021, 77 local and state governments were hit with ransomware.²

1 – as reported by Cybersecurity Ventures

2 – as reported by Deloitte and NASCIOs





City of Abilene Information Technology

- Has a dedicated Chief Security Officer.
- Employs 22 Information Technology (IT) staff members and an \$8M budget.
- Actively works to prevent unauthorized access and loss of data.
- To date, have been successful in preventing cyber events.

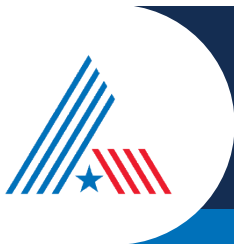




Solution

- Acquires AmTrustCyber policy through TMLIRP.
- Proposal increases current \$2M limit to \$3M at a reduced cost.
- 2024 (\$2M) premium - \$138.5K
- 2025 (\$3M) premium - \$91.4K
- Retention dropped from \$200K to \$75K





Comparison

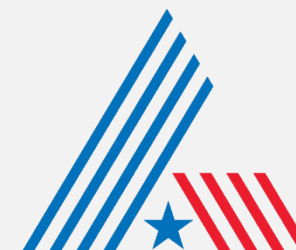


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War Exclusion?	Yes, with carveback	Yes, with carveback	Yes, with carveback	Yes, with carveback	Yes, with carveback
Biometrics Exclusion?	No	No	No	No	No
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Cyber crime Call back provision?	No	No	No	No	No

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CITY OF
ABILENE
TEXAS



Recommendation

Staff recommends approval.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 21. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending Resolution 200-2019 Regarding Public Information Act Requests (Robert Hanna)

GENERAL INFORMATION

In November 2016, the City Council approved a Resolution naming the City Secretary as the public information officer of the City to receive requests for information pursuant to the Texas Public Information Act. Thereafter, in September 2019, the City Council approved a Resolution designating the methods, locations and addresses for the receipt of public information act requests.

In order to expedite requests for information and documents reviewed by the City Council or City Boards during public meetings, which may or may not have been included in the agenda packet, the City Manager requests an amendment to Resolution 200-2019 to allow the City Manager or his designee to release information or documents to persons if the information or documents are contained in an agenda packet or reviewed by the City Council or Board members as part of a public meeting.

The revised Resolution provides for this alternative release of information and documents by the City Manager, but does not require the City Manager to release the information or documents in the event law prohibits the release. Additionally, the Resolution does not permit the City Manager to release information or documents reviewed during a closed session of a public meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No anticipated fiscal impact.

STAFF RECOMMENDATION

Recommendation that the City Council approve the Resolution to permit the City Manager or his designee to release certain information and documents outside of the public information act process.

BOARD OR COMMISSION RECOMMENDATION

Not applicable.

ATTACHMENTS:

1. 2024 Revised Resolution - Designating Methods, Addresses, and Locations for Receiving Public Information Requests and Providing an Effective Date
2. 2024 Revised Resolution - Designating Methods, Addresses, and Locations for Receiving Public Information Requests and Providing an Effective Date (3)
3. 200-2019 - Designating Methods, Addresses, and Locations for Receiving Public Information Requests and Providing an Effective Date
4. 142-2016_Designating Public Information Coordinator (2)
5. Approve Resolution Records PIA

RESOLUTION NO. _____

A **REVISED** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, DESIGNATING METHODS, ADDRESSES, AND LOCATIONS FOR RECEIVING PUBLIC INFORMATION REQUESTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Public Information Act (the "Public Information Act"), Section 552.234, Texas Government Code, provides that the City of Abilene may designate one mailing address and one electronic mail address for receiving written requests for public information; and

WHEREAS, Section 552.234 of the Texas Government Code allows the applicable officer for public information to designate other persons to receive Public Information Requests; and

WHEREAS, the City Secretary, as the City of Abilene's Public Information Officer, has designated the Abilene Police Department Police Records Division Manager to receive Public Information Requests regarding records of the Abilene Police Department; and

WHEREAS, the Abilene City Council desires that certain information may be released by the City Manager or his designee without the need of an open records request.

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

PART I: The City Council hereby designates the following methods, addresses, and locations for receiving Public Information Requests:

- o United States Mail to the following address:

City Secretary
555 Walnut Street
Abilene, Texas 79601

- o Electronic Mail to the following address:

publicinfo@abilenetx.gov

- o Hand delivery to the City Secretary

at: 555 Walnut Street
Abilene, Texas 79601

or, pursuant to the City Secretary's designation regarding records of the Abilene Police Department, to the Abilene Police Department Police Records Division Manager at:

4565 South 1st Street
Abilene, Texas 79605

- o Such other appropriate methods otherwise approved by the City of Abilene pursuant to the Public Information Act, including, but not limited to, the governmental body's Internet website.

PART 2: Notwithstanding the above, the City Manager or his designee is authorized to release to the public a request for documents or information contained in an agenda packet considered by the Council or Board as part of a public meeting, or considered by the Council

or Board as part of a public meeting but not contained in an agenda packet. This Part 2 does not require the City Manager to release the documents or information, but gives the City Manager or his designee the discretion to release the documents or information. Any such release of documents or information shall be made or withheld as required by law. This Part 2 shall not apply to information or documents considered during a closed session of a public meeting. This Part 2 shall apply to Boards created by the City, but shall not apply to statutorily or independently created Boards.

PART 3: This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 26th day of September, 2024

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

Approved:

Stanley Smith, City Attorney

RESOLUTION NO. _____

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Abilene, Texas 79605

- o Such other appropriate methods otherwise approved by the City of Abilene pursuant to the Public Information Act, including, but not limited to, the governmental body's Internet website.

PART 2: Notwithstanding the above, the City Manager or his designee is authorized to release to the public a request for documents or information contained in an agenda packet considered by the Council or Board as part of a public meeting, or considered by the Council or Board as part of a public meeting but not contained in an agenda packet. This Part 2 does not require the City Manager to release the documents or information, but gives the City Manager or his designee the discretion to release the documents or information. Any such release of documents or information shall be made or withheld as required by law. This Part 2 shall not apply to information or documents considered during a closed session of a public meeting.

PART 3: This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 26th day of September, 2024

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

Approved:

Stanley Smith, City Attorney

RESOLUTION NO. 200-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, DESIGNATING METHODS, ADDRESSES, AND LOCATIONS FOR RECEIVING PUBLIC INFORMATION REQUESTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Public Information Act (the "Public Information Act"), Section 552.234, Texas Government Code, provides that the City of Abilene may designate one mailing address and one electronic mail address for receiving written requests for public information; and

WHEREAS, Section 552.234 of the Texas Government Code allows the applicable officer for public information to designate other persons to receive Public Information Requests; and

WHEREAS, the City Secretary, as the City of Abilene's Public Information Officer, has designated the Abilene Police Department Police Records Division Manager to receive Public Information Requests regarding records of the Abilene Police Department.

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

PART 1: The City Council hereby designates the following methods, addresses, and locations for receiving Public Information Requests:

- United States Mail to the following address:

City Secretary
555 Walnut Street
Abilene, Texas 79601

- Electronic Mail to the following address:
publicinfo@abilenetx.gov

- Hand delivery to the City Secretary at
555 Walnut Street
Abilene, Texas 79601

or, pursuant to the City Secretary's designation regarding records of the Abilene Police Department, to the Abilene Police Department Police Records Division Manager at

4565 South 1st Street
Abilene, Texas 79605

- Such other appropriate methods otherwise approved by the City of Abilene pursuant to the Public Information Act, including, but not limited to, the governmental body's Internet website.

PART 2: This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 26th day of September, 2019.

ATTEST:


Shawna Atkinson, City Secretary
Anthony Williams, Mayor

APPROVED:


Stanley Smith, City Attorney

RESOLUTION NO. 142-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, DESIGNATING THE CITY SECRETARY AS THE PUBLIC INFORMATION COORDINATOR FOR THE PURPOSE OF RECEIVING TRAINING ON THE RESPONSIBILITIES CONCERNING PUBLIC INFORMATION REQUESTS UNDER THE PUBLIC INFORMATION ACT; DESIGNATING THE CITY SECRETARY AS THE CITY OFFICIAL TO RECEIVE PUBLIC INFORMATION REQUESTS FOR THE CITY OF ABILENE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Public Information Act, Section 552.301(c), Texas Government Code, provides that the City of Abilene may designate a city official to be the person to whom open records requests made by electronic mail or facsimile must be sent; and

WHEREAS, Section 552.012(c) of the Texas Government Code, requires each elected official and the officer for public information, said person being the City Secretary, to complete one to two hours of training on the Public Information Act, but allows for the designation of a public information coordinator to complete these training requirements on behalf of the public officials; and

WHEREAS, the Abilene City Council, and City Manager desire that the City Secretary be designated as the public information officer for purposes of receiving public information requests pursuant to the Public Information Act; and

WHEREAS, the Abilene City Council and City Manager desire that the City Secretary be designated as the public information coordinator to receive the public information training as required by Section 552.012 of the Texas Government Code.

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

PART 1: The City Council hereby designates the City Secretary as the public information coordinator for the purposes of receiving training on the responsibilities of the City of Abilene, Texas concerning the Public Information Act.

PART 2: The City Secretary is designated as the public information officer for purposes of receiving public information requests pursuant to the Public Information Act.

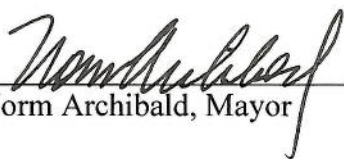
PART 3: This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of November, 2016.

ATTEST:

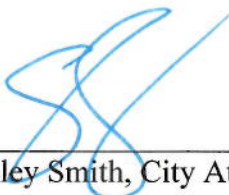


Danette Dunlap, City Secretary



Norm Archibald, Mayor

APPROVED:



Stanley Smith, City Attorney

Approve Amendment to Resolution regarding Release of Certain Records





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **22. Ordinance (First Reading) CUP-2024-07: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to the Property at 8302 Military Drive, to Allow a Concrete Batch Plant (*Tim Littlejohn*)**

GENERAL INFORMATION

The request is to apply a Conditional Use Permit to approximately 99.27 acres to allow a concrete batch plant. The property is currently vacant but was used a concrete batch plant in 2016 during the construction of a taxiway for Dyess Air Force Base in 2016 due to the proximity of the subject site to a northern entrance into Dyess and the taxiway.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to compliance with the proposed site plan and Plan of Operation.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance CUP-2024-07
2. Staff Report CUP-2024-07
3. Plan of Operation
4. Site Plan
5. Presentation CUP-2024-07

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 26th day of September, 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 16th day of August, 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 3rd day of October, 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 3rd day of October, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

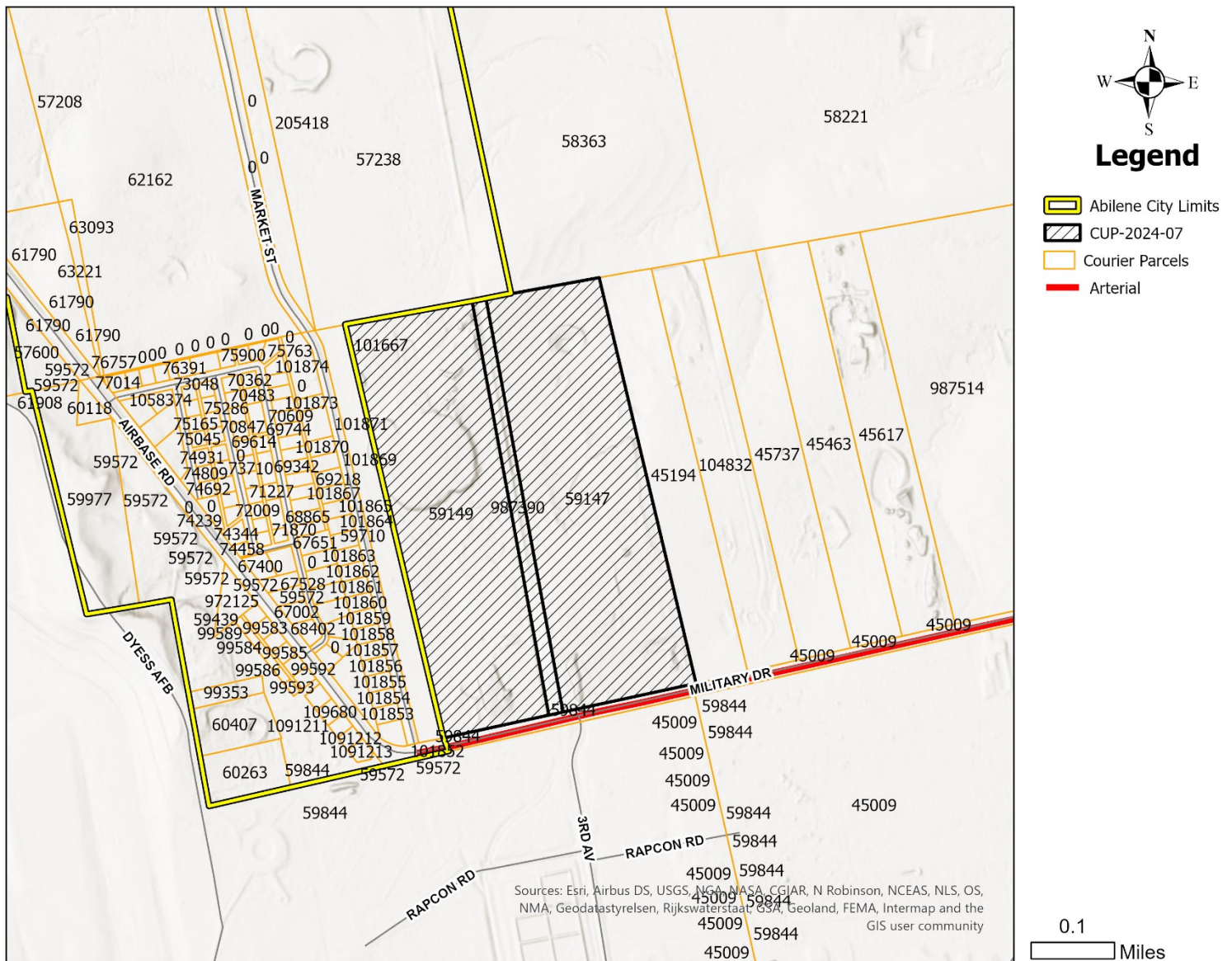
EXHIBIT A

Apply a Conditional Use Permit to approximately 99.27 acres zoned Agricultural Open (AO) to allow a concrete batch plant subject to the:

1. Site Plan; and
2. Plan of Operation.

Legal Description being 99.27 acres out of Survey 23, Block 2 of Southern Pacific Railway Company in Taylor County, Texas.

Located at 8302 Military Drive



-END-

ZONING CASE CUP-2024-07

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: September 3, 2024
 City Council 1st Read: September 26, 2024
 City Council 2nd Read: October 3, 2024

Applicant

Owner: David Gray

Case Manager

Clarissa Ivey – Planner

Request

Apply a Conditional Use Permit to approximately 99.27 acres to allow a concrete batch plant.

Location

The subject property is located at 8302 Military Drive, legal description being 99.27 acres out of Survey 23, Block 2 of Southern Pacific Railway Company in Taylor County, Texas.

Background

The property is currently vacant but was used a concrete batch plant in 2016 during the construction of a taxiway for Dyess Air Force Base in 2016 due to the proximity of the subject site to a northern entrance into Dyess and the taxiway.

Zoning, Existing and Proposed Land Use

The proposed use (Batch Plant) is an unlisted use deemed similar to Mining, pursuant Section 2.4.1.1 (d) in the Land Development Code.

	Zoning	Existing Land Use
North	Outside City Limits	Farmland
East	AO	Vacant Lot
South	PD-1	Dyess Air Force Base
West	Outside City Limits	Vacant Lot (Applicant Owned)

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:

- The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
 The recommended use for the area is "Very Low Density Residential". The Comprehensive Plan does support non-residential development designed at a scale that is complementary of the surrounding developments. The proposed use is consistent with the comprehensive plan as the it will serve the development (Dyess AFB) across Military Dr.
- The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**

The proposed batch plant is appropriate at this location given the close proximity of the site to the project site and the historic use of the site.

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 proposed use is compatible with surrounding development because all of the surrounding property is undeveloped, with the exception of Dyess Air Force Base.

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 be located directly across from the project site, which will minimize and localize truck vehicular traffic in surrounding area. The applicant currently operates from their main office in Hawley, Texas.

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.**

No additional traffic control improvements are required in association with the proposed use. The close proximity of the batch plant to the job site will help to minimize the adverse effects of load bearing truck traffic on the existing pavement.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The surrounding properties are undeveloped, resulting in a natural buffer. Additionally, those properties, including the subject property, do not have access to water or sewer service. Until utility services are extended from the east, development of the said properties cannot occur. The proposed Plan of Operation describes various measures that the applicant will use to minimize blowing dust and other potential impacts on the surrounding properties.

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 proposed use, if approved, will be required to comply with all LDC requirements.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to compliance with the proposed site plan and Plan of Operation.

Attachments

- Proposes Site Plan
- Proposed Plan of Operation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 16, 2024 via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
TYE AIR BASE	45009	356 AMMO RD	
CHISHOLM EXPLORATION INC	58363	933 NORTH ST	
HANLEY JOAN GLADYS	45194	8202 MILITARY DR	
TYE MARKET LLC	205418		
GRAY DAVID	101667		

LOCATION MAP

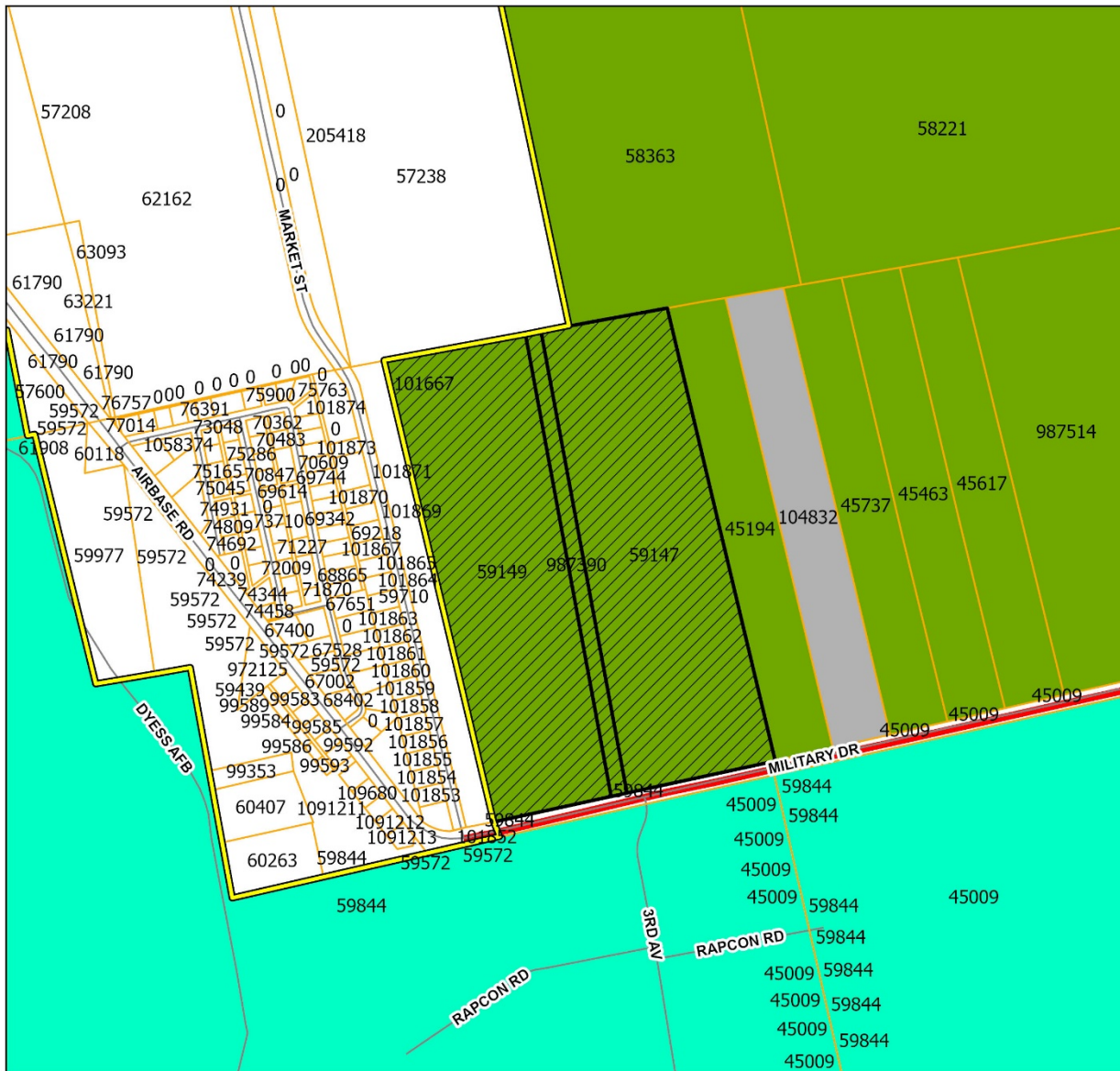


 Abilene City Limits
 CUP-2024-07
 Courier Parcels
 Arterial



 Notification Buffer
 Abilene City Limits
 CUP-2024-07
 Courier Parcels
 Arterial

0.1
Miles



Legend

- Abilene City Limits
- CUP-2024-07
- Courier Parcels
- PD (Planned Development)
- LI (Light Industrial)
- AO (Agricultural Open)
- Arterial

0.1

Miles

ZONING MAP

CUP Plan of Operation

1. A Plan of Operation must be submitted with Conditional Use Permit applications to:

- **Describe how the proposed CUP use(s) will operate;**
- **Specify the nature of the proposed use(s) of the property; and**
- **Address potential issues or concerns from surrounding property owners or the City.**

The CUP will allow a concrete batch plant to be set across the street from the back gate of Dyess AFB. This plant will be dedicated to batch concrete for the ongoing construction and growth of the air force base. The proximity to the base will allow quicker turnaround times and overall aid in construction time.

The first issue that could arise is an increase in traffic. By having the batch plant set up off base it will allow deliveries to the plant to be spread out through the day. The alternative would be to fit all the deliveries in the small window the construction entrance to Dyess is open. If the construction entrance is closed, a large end dump would be forced to use the front gate, increasing the already congested main gate off of Arnold Blvd.

Another concern would be dust created by the plant. The Cemco concrete that is to be set is a new plant equipped with a dust collection system that prevents materials from escaping the plant. All other dust issues will be controlled by water trucks and/or pavement.

Noise would be the last issue that surrounding property owners could bring up. The 6 acres the plant is to be set has the same owner as the immediate surrounding property. The plant is all electric which removes the need for external generators. All other precautions will be taken as needed to reduce noise concerns of neighbors. This includes the dirt berms around the perimeter of the property.

2. The Plan of Operation will be incorporated into an ordinance if the CUP is approved to protect the rights of the applicant to operate and to protect the rights of the surrounding owners.

We as the applicants will do all in our power to be courteous of the surrounding neighbors and the city. Our goal is to not become a nuisance, but rather to add value to the city and aid in the growth of Dyess AFB.

3. Each CUP is unique with respect to how an applicant proposes to operate, the layout of the subject property, and the type of uses surrounding the subject site.

The surrounding properties are mostly undeveloped land, with the exception of a few houses to the west. We have taken consideration in selecting a piece of property that would keep traffic from traveling on the road in front of their homes. All necessary precautions will be taken to keep the roads safe and be as considerate as possible to the homeowners. The property is also situated in such a way that there will be a land buffer and the ability to build berms to reduce noise and better control any dust issues.

4. Typical details that are addressed in a Plan of Operation are:

- **Hours of Operation;**
- **Days of Operation;**
- **Will the use be conducted indoors or have any outdoor operations; and**
- **Will the use have any unique characteristics that need to be stipulated in the request?**

Typical hours of operation will be Monday-Saturday but may be subject to change due to weather or the construction needs on Dyess. All operations will be conducted outdoors as this is a temporary batch plant. The location selected is a few hundred feet North of where the previous batch plant was located during the construction of the taxiway in 2016.

5. The most important detail on the Plan of Operation is a thorough description of the proposed use(s) because if the CUP is approved, the only CUP use allowed is precisely what is described in the CUP application. An example is a CUP to allow auto repairs. The following details should be addressed:

- **Will the proposed repairs be minor (tires and oil) or major (transmission, collision repair, painting)?**
- **Will repairs be completely indoors or outdoors, and will merchandise be stored or displayed outdoors?**
- **Are any other uses proposed, such as wrecker service, a convenience store, car wash, etc? Similar All uses that require a CUP should follow this same strategy to describe the proposed use.**

Being a new plant there will be minimal repairs needed. All other repairs will be conducted off site. Any storage of needed chemicals and/or petroleum products will be done in accordance with TCEQ requirements. All stored items will be stored in a way to not be visible from the roadway.

6. Are any improvements proposed to mitigate any adverse impacts of the proposed use, particularly if the adjoining use(s) are residential, such as:

- **Fencing, landscaping, or buffer yards;**
- **Limiting the hours or days of operation;**
- **Noise mitigation; or**
- **Any other measures.**

All required improvements will be made to mitigate adverse impact to surrounding properties. The immediate landowner is the same owner of the 6 acres where the plant will sit. This area was selected in a way to where there will be buffer yards surrounding the plant and, if need be, construction of berms to reduce noise and mitigate dust concerns.

7. Good rules of thumb in preparing a Plan of Operation are:

- **If you were one of the adjoining property owners, what would be your concern(s) about the proposed CUP, and how can those concerns be addressed?**
- **What measures can be taken to ensure that the CUP, if granted, will be compatible with the surrounding properties?**

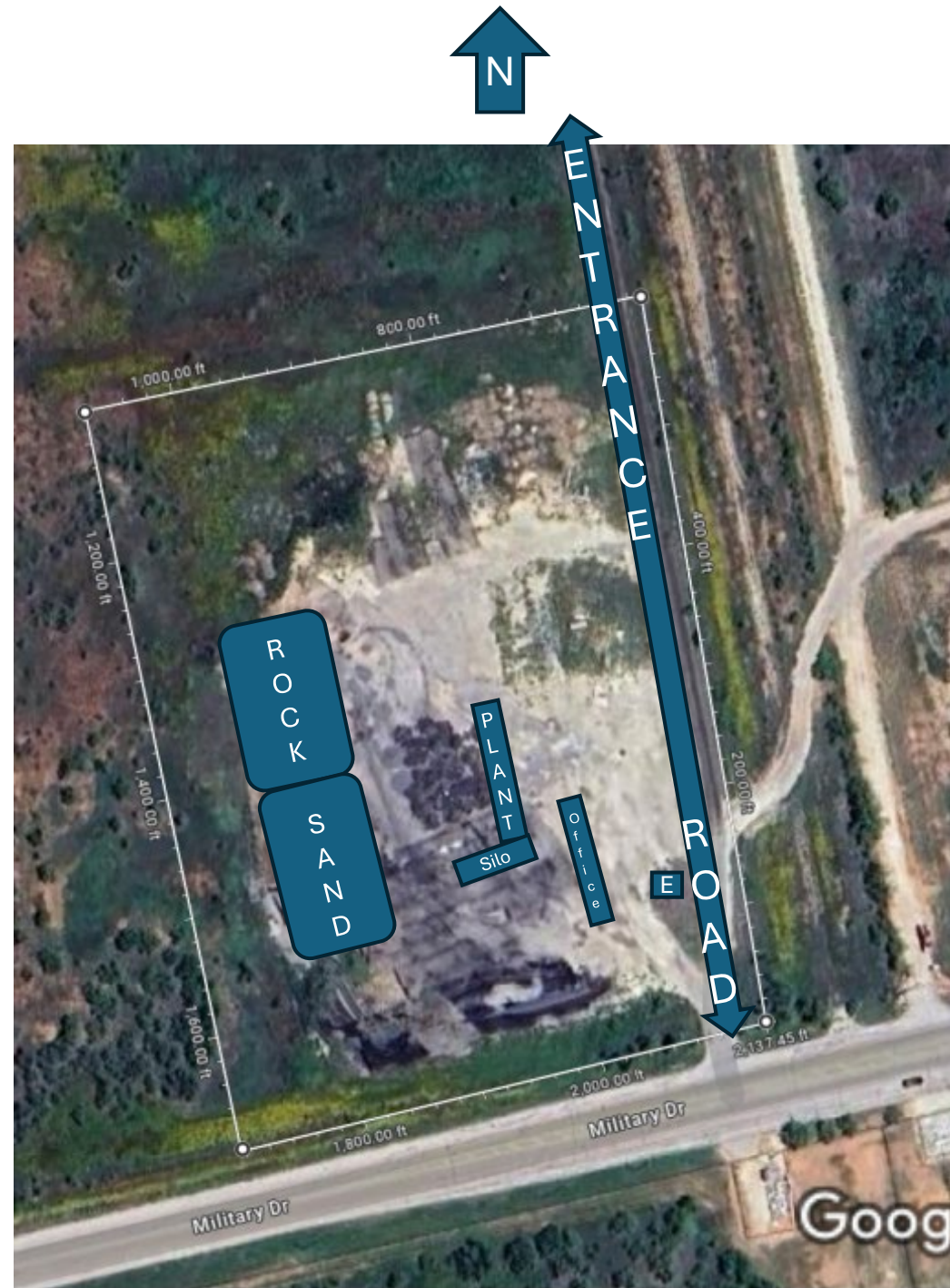
David Gray (one of the applicants) is the landowner for the immediate adjoining property. If I was the property owner for the land adjoining the remaining 103 acres, my main concerns would be noise, traffic, and dust. The additional traffic on/off Dyess has already started. With this permit being granted we would be better able to control traffic for the property owners in the area. This can be done by scheduling aggregate deliveries during passive traffic times. Being in control of the trucks delivering aggregate will also allow us to imminently address and resolve any issue. The dust would be mitigated by a new plant with its dust collection system. We will do all in our power to reduce noise by using berms and hours of operation. The plant operation will be drastically quieter than the bombers taking off, which the property owners are already accustomed to. Our goal is to be as respectful and accommodating as possible through this growth period. We feel that being from the Abilene area we will be able to better connect with the property owners. We also have a reputation to uphold in the community.

8. The Plan of Operation allows the applicant to explain the request and to proactively address issues. A thorough Plan of Operation can improve the chances of approval and can help to avoid enforcement issues in the future when the proposed use is in operation.

The plan of operation is to establish a concrete batch plant outside the back gate of Dyess AFB to better aid in the growth and construction. We will import aggregate

from a local source, hire locally and ultimately keep the money in the Big Country. In doing so, this batch plant will be able to positively impact the City of Abilene and the surrounding areas. All precautions will be taken throughout the time this plant will be located on this property to maintain a positive relationship with the surrounding property owners and the City of Abilene.

E- Electrical Box





Measure distance

Total area: 278,535.40 ft² (25,876.79 m²)

Total distance: 2,137.45 ft (651.49 m)



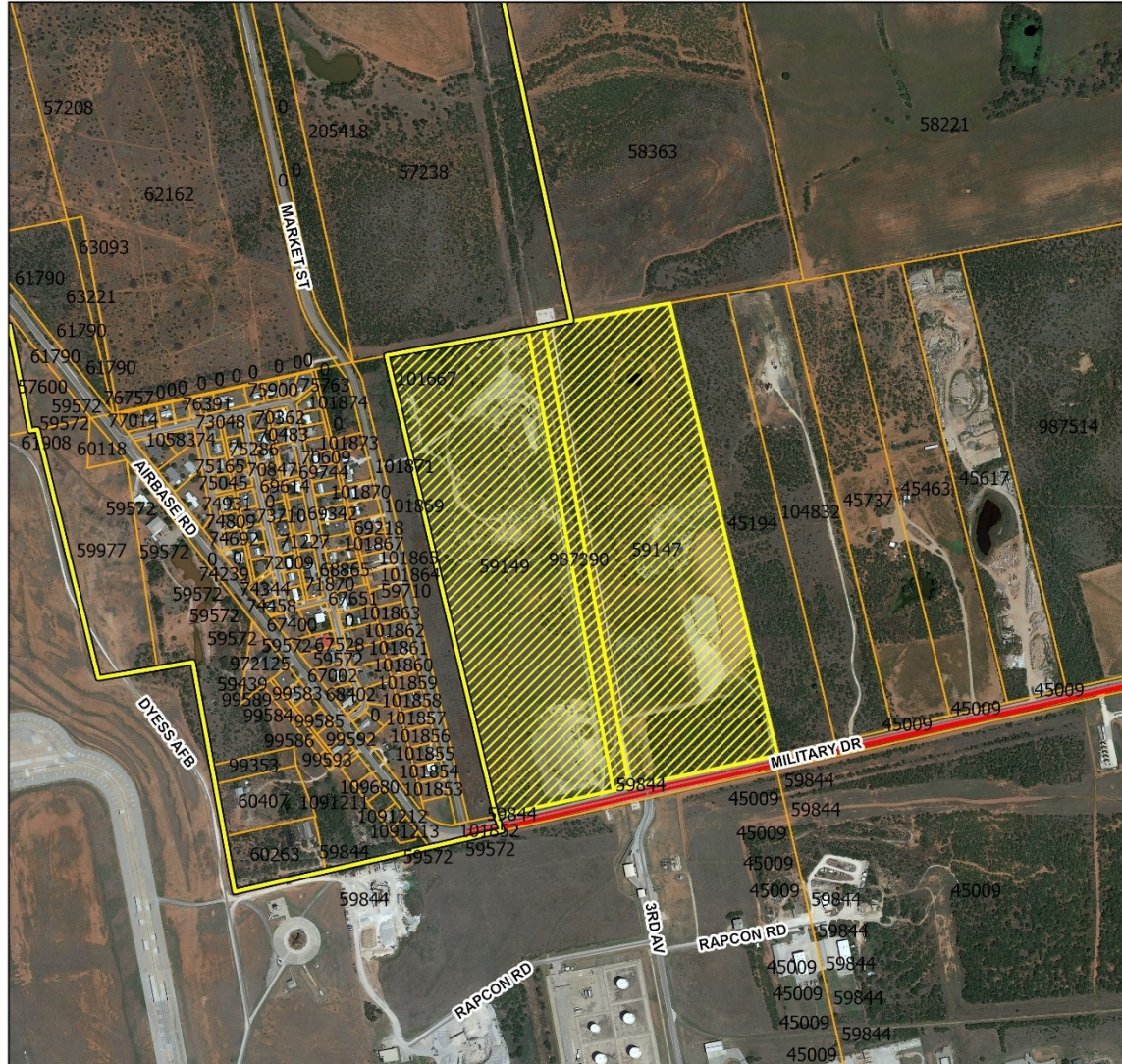
CONDITIONAL USE PERMIT

Case:	CUP-2024-07
Owner:	David Gray
Request:	Apply a Conditional Use Permit to approximately 99.27 acres to allow a concrete batch plant.
Location:	8302 Military Drive
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	September 3, 2024
Council Hearing:	September 26, 2024 October 3, 2024





AERIAL LOCATION MAP

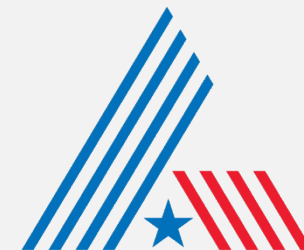


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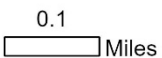
- Abilene City Limits
- CUP-2024-07
- Courier Parcels
- Arterial

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Miles

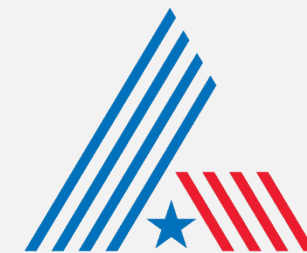


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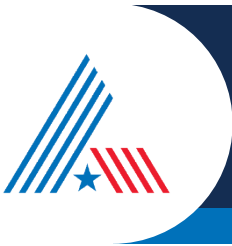




SITE LAYOUT



CITY OF
ABILENE
TEXAS



USES IN AGRICULTURAL OPEN 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





VIEWS OF NEIGHBORING PROPERTIES



Subject Property

Aug 23, 2024 5:25:32 PM
8250 West US Highway 80
Abilene
Taylor County
Texas



Subject Property

Aug 23, 2024 5:26:13 PM
Dyess Air Force Base
Taylor County
Texas



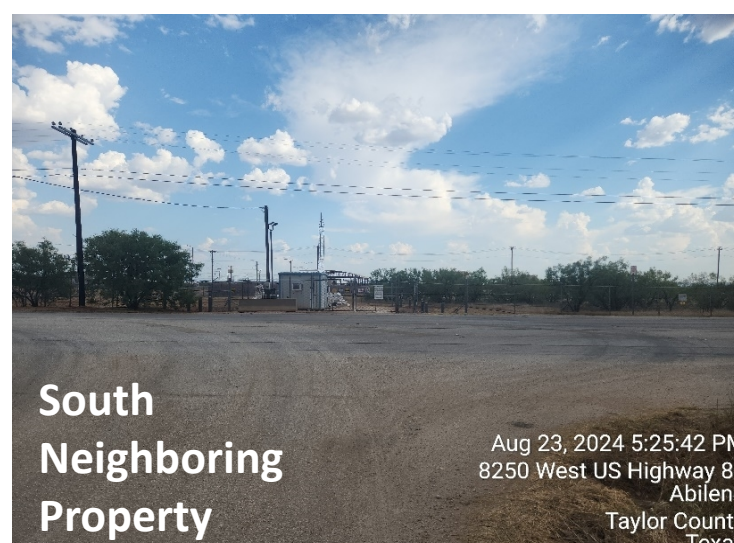
Subject Property

Aug 23, 2024 5:26:59 PM
Dyess Air Force Base
Taylor County
Texas



Neighboring Residences

Aug 23, 2024 5:28:40 PM
1145 Market Street
Tye
Taylor County
Texas



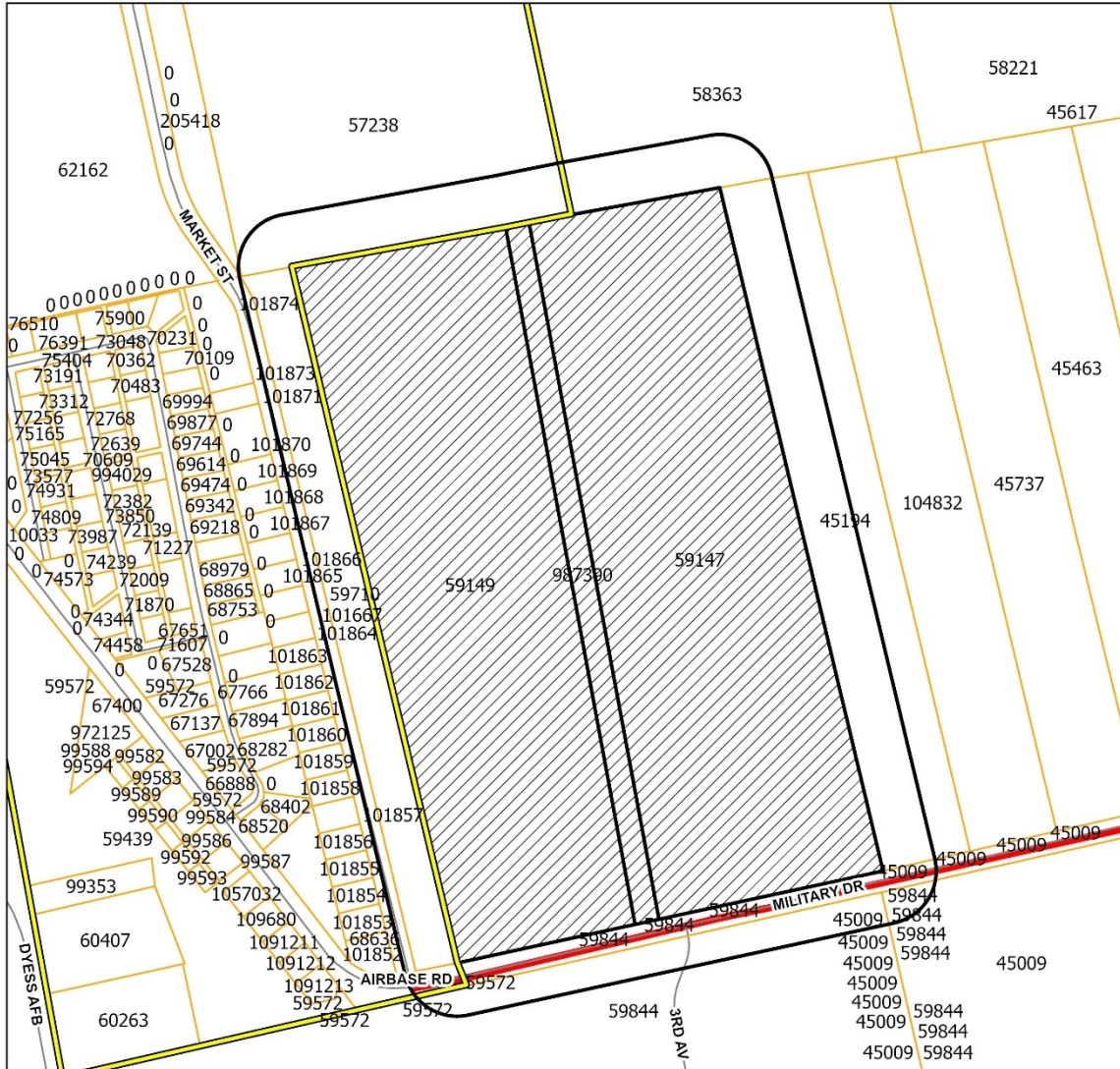
South Neighboring Property

Aug 23, 2024 5:25:42 PM
8250 West US Highway 80
Abilene
Taylor County
Texas





NOTIFICATION AREA MAP



Legend

- Notification Buffer
- Abilene City Limits
- CUP-2024-07
- Courier Parcels
- Arterial

0- In Favor- ●

0- Opposed- ●



CITY OF
ABILENE
TEXAS

0.1

Miles



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 site plan and Plan of Operation.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **23. Ordinance (First Reading) Z-2024-24: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.91 Acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF), Located at 3141 Grape Street *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to change the zoning of approximately 0.91 acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF). The owner proposes to rezone the property to build multi-family dwellings.

SPECIAL CONSIDERATIONS

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. Ordinance
2. Staff Report
3. Application Z-2024-24
4. Presentation

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 26th day of September, 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 17th day of August, 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 3rd day of October, 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 3rd day of October, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

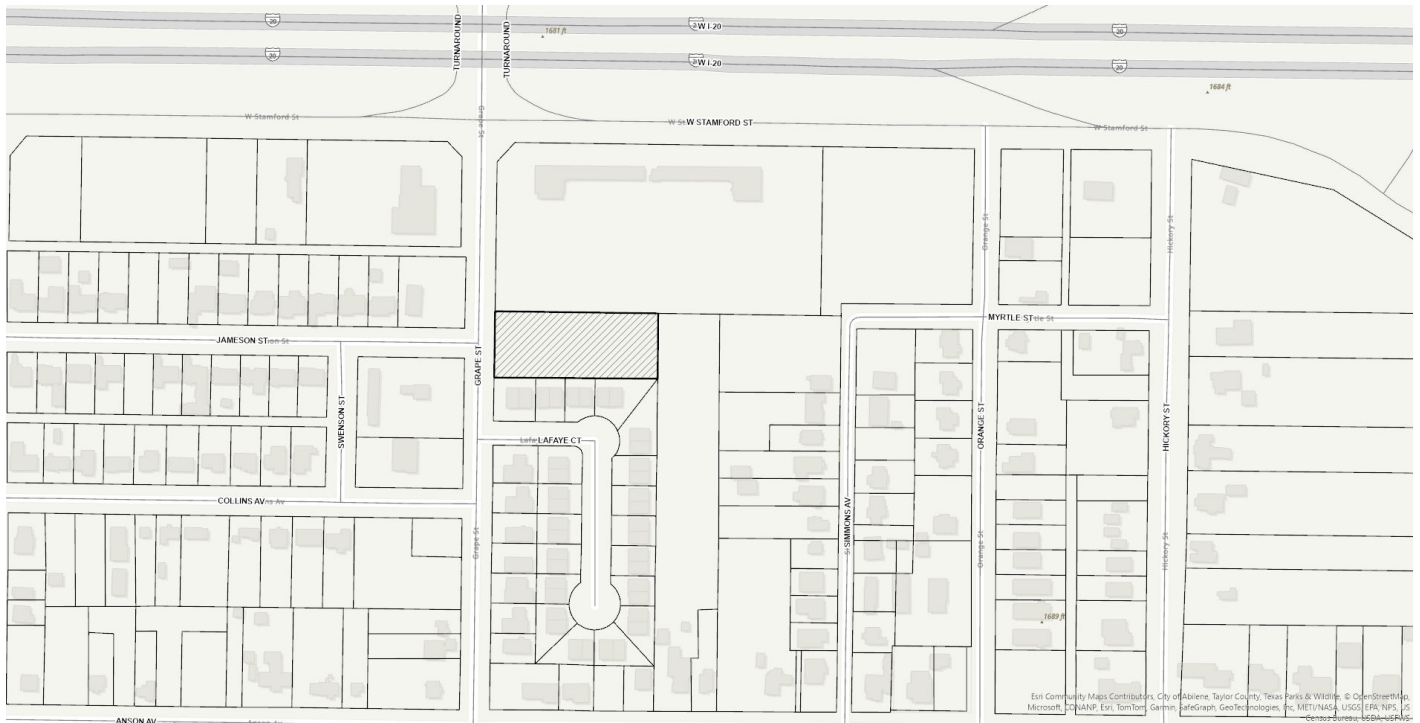
CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 0.91 acres from Mobile/Manufactured Home (MH) to Residential Multifamily (MF)

Legal description being as follows:

Lot 209, Block 25, North Park Addition, Abilene, Taylor County, Texas



END

ZONING CASE Z-2024-24

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: September 3, 2024
City Council 1st Reading: September 26, 2024
City Council 2nd Reading: October 3, 2024

Applicant

Agent: Edgar Cordova

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 0.91 acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF)

Location

Legal description being lot 209, Block 25, North Park Addition, Abilene, Taylor County, Texas. Located east of the intersection of Jameson Street and Grape Street.

Background

The owner proposes to rezone the property to build multi-family dwellings.

Zoning, Existing and Proposed Land Use

	Zoning	Use
North	General Commercial	Hotel/Motel
South	Medium Density Residential	Duplexes
East	Residential Single-family	Single-Family Residential
West	General Commercial	Vacant/Convenience Store

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 proposed request is consistent with the Comprehensive Plan and 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 zoning would be appropriate as a buffer use between the General Commercial (GC) district to the north and the Medium Density Residential (MD) district to the south. The location of MF development along an arterial street is consistent with generally accepted planning principals.

(3) **Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**
The subject property has access to all required utilities necessary for MF development.

(4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**
None known.

P&Z Recommendation

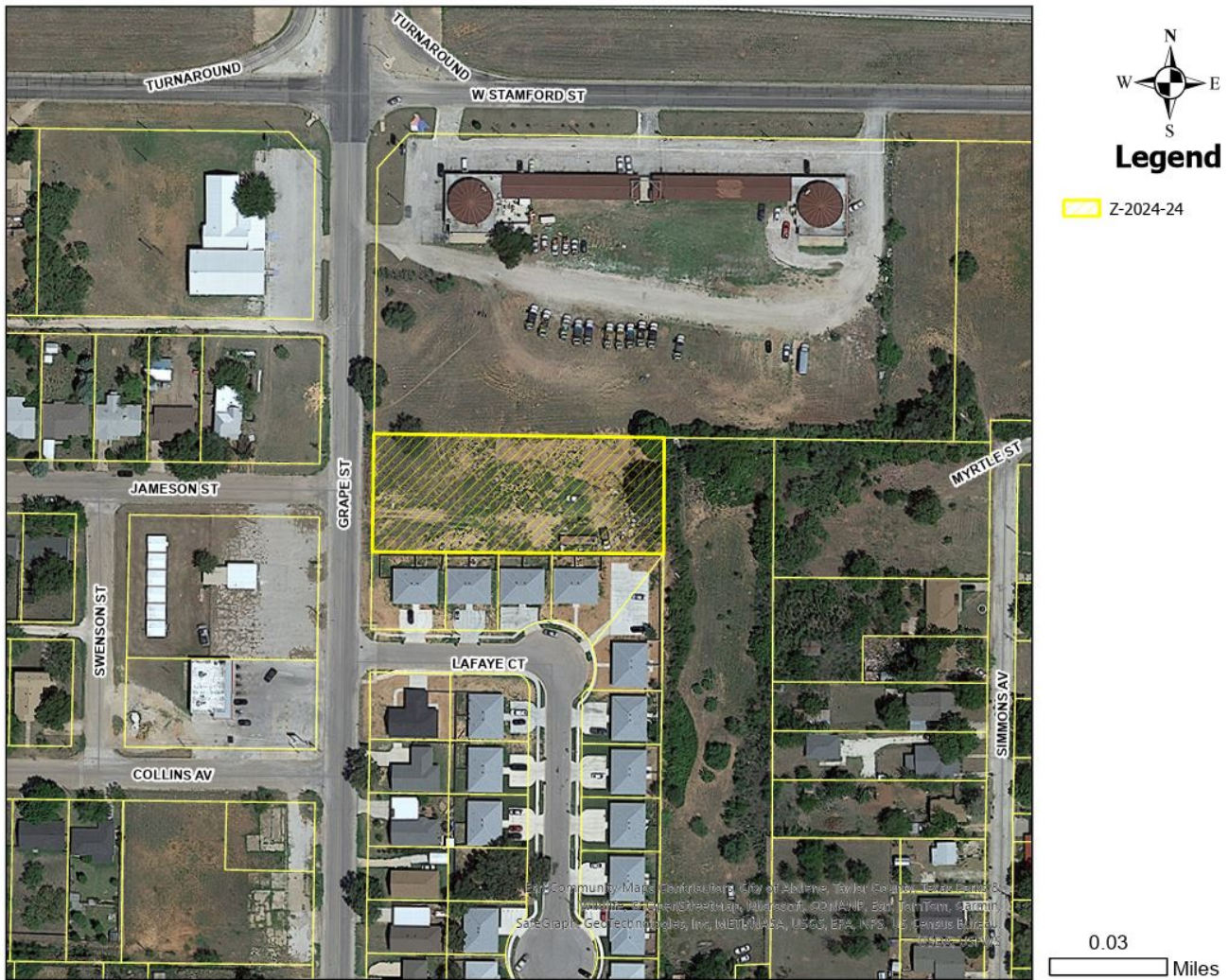
The Planning and Zoning Commission recommends **approval**.

NOTIFICATIONS

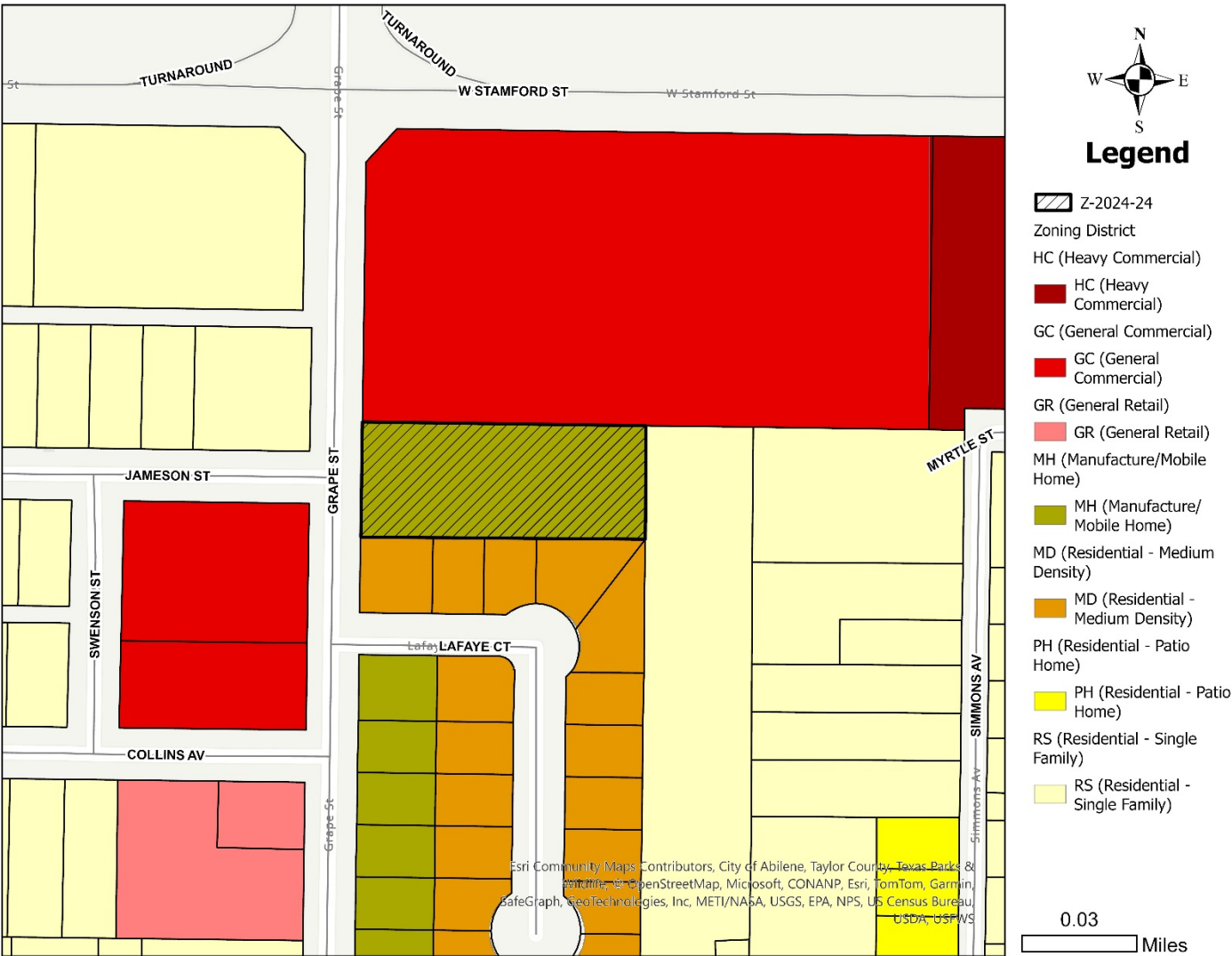
Legend:
O- Opposed
F- In Favor

OWNER	PROP_ID	SITUS	RESPONSE
ABILENE RBC PROPERTIES LLC	42854	3133 LAFAYE CT	
LANEY JASON ROREX &	21884	1710 JAMESON ST	
MC LENNAN OLGA C	25865	3140 GRAPE ST	
MC QUEEN CLARA TAYLOR	42111	1534 ANSON AV	
MEJIA ESTHER ALIISIA &	21763	1718 JAMESON ST	
OM MOTEL HOSPITALITY LLC	43234	1633 W STAMFORD ST	
QUINTERO JUAN JOSE &	43110	3118 SIMMONS AV	
RAMOS ROMELIA	42851	3101 GRAPE ST	
REDEEMER CHURCH ABILENE TEXAS	66593	3232 GRAPE ST	
SKINNYS INC	24739	3102 GRAPE ST	
VANDIVER MACK E & BONNIE M	42228	3134 SIMMONS AV	
YARBROUGH MASON	40202	3142 SIMMONS AV	

LOCATION MAP



ZONING MAP





2024 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: _____

Project Name: North Park add.
Address: 3141 Grape Number of Lots: _____ Acreage: 1.96.
Legal Description: _____
Subdivision Name: _____ Block: _____ Lot: _____
Current Zoning: _____ Proposed Zoning (if applicable): MF

OWNER AND AUTHORIZATION

Owner Name: Abilene RBC Properties LLC.
Address: 618 CR 153 Abilene TX.
City, State, Zip: _____ 79601 Fax: _____
Phone: 375 669 5934 Email: Benito.cordova@aol.com
Agent Name: Edgar B. Cordova.
Address: same.
City, State, Zip: _____ Fax: _____
Phone: 375 669 0185 Email: _____

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

Signature of Owner: [Signature] Date: 7-17-24

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
Case No.: _____ Reviewed By: _____



2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|---|--|-----------------------------|------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☒ CMH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



2024 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

NOTE: If the Project Representative is not the Property Owner, this form must be filled out by both the Property Owner and the Project Representative.

- A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No
- B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.
- C. State all information upon which you base the belief (use additional paper, if necessary).

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person (print): _____

Property Owner ☐ Project Representative ☐

Signature of Certifying Person: 

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads



REZONE REQUEST

Case: Z-2024-24

Agent: Edgar Cordova

Request: Change the zoning of approximately 0.91 acres from Mobile/Manufactured Home (MH) to Residential Multi-family (MF).

Location: East of the intersection at Jameson Street and Grape Street

Notification: 0 in Favor, 0 Opposed

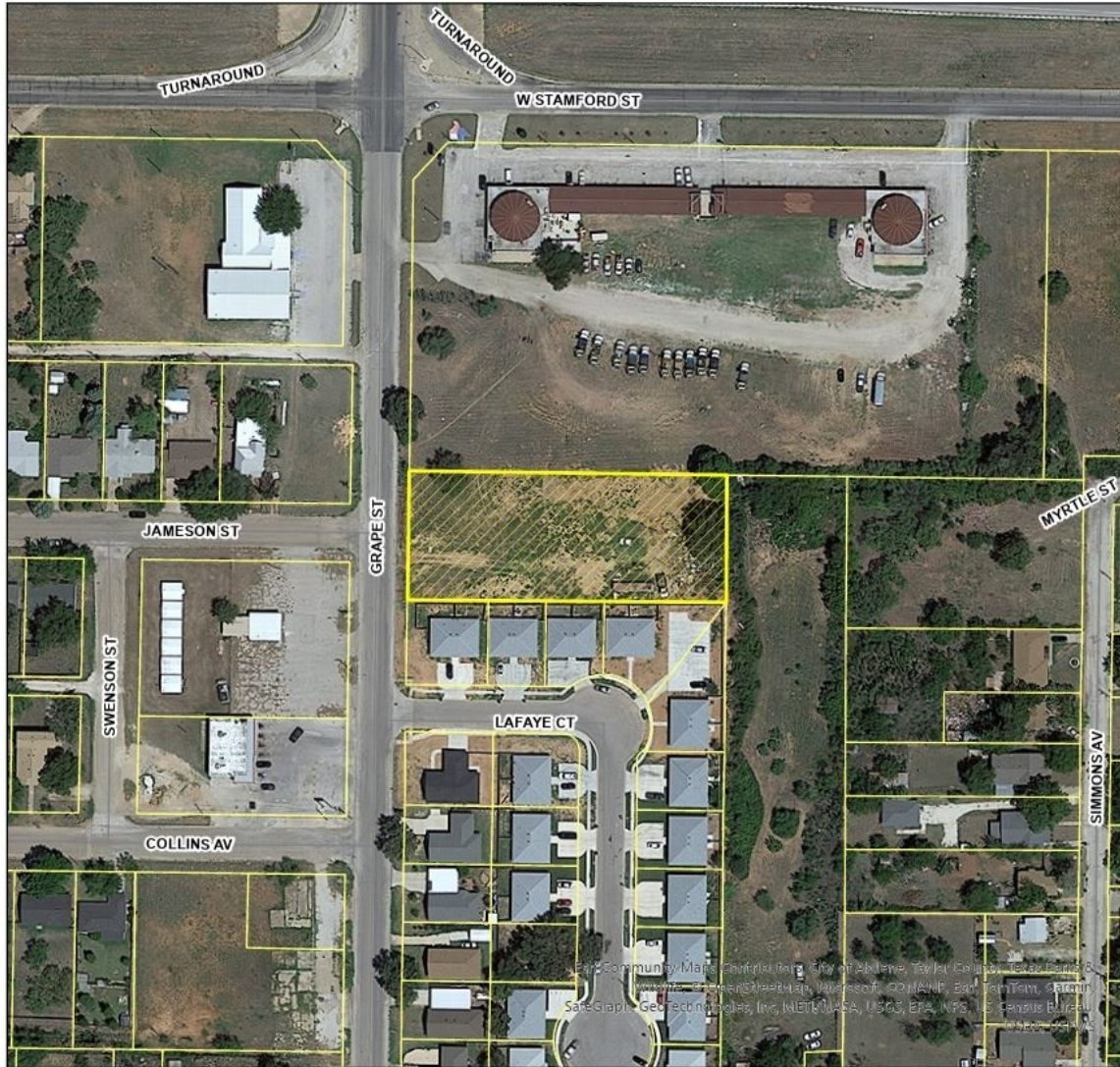
Planning & Zoning: September 3, 2024

Council Hearing: September 26, 2024
October 3, 2024





AERIAL LOCATION MAP

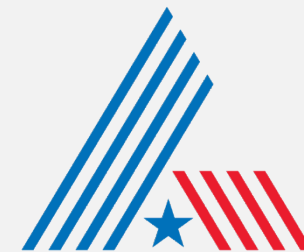


Legend

 Z-2024-24

0.03

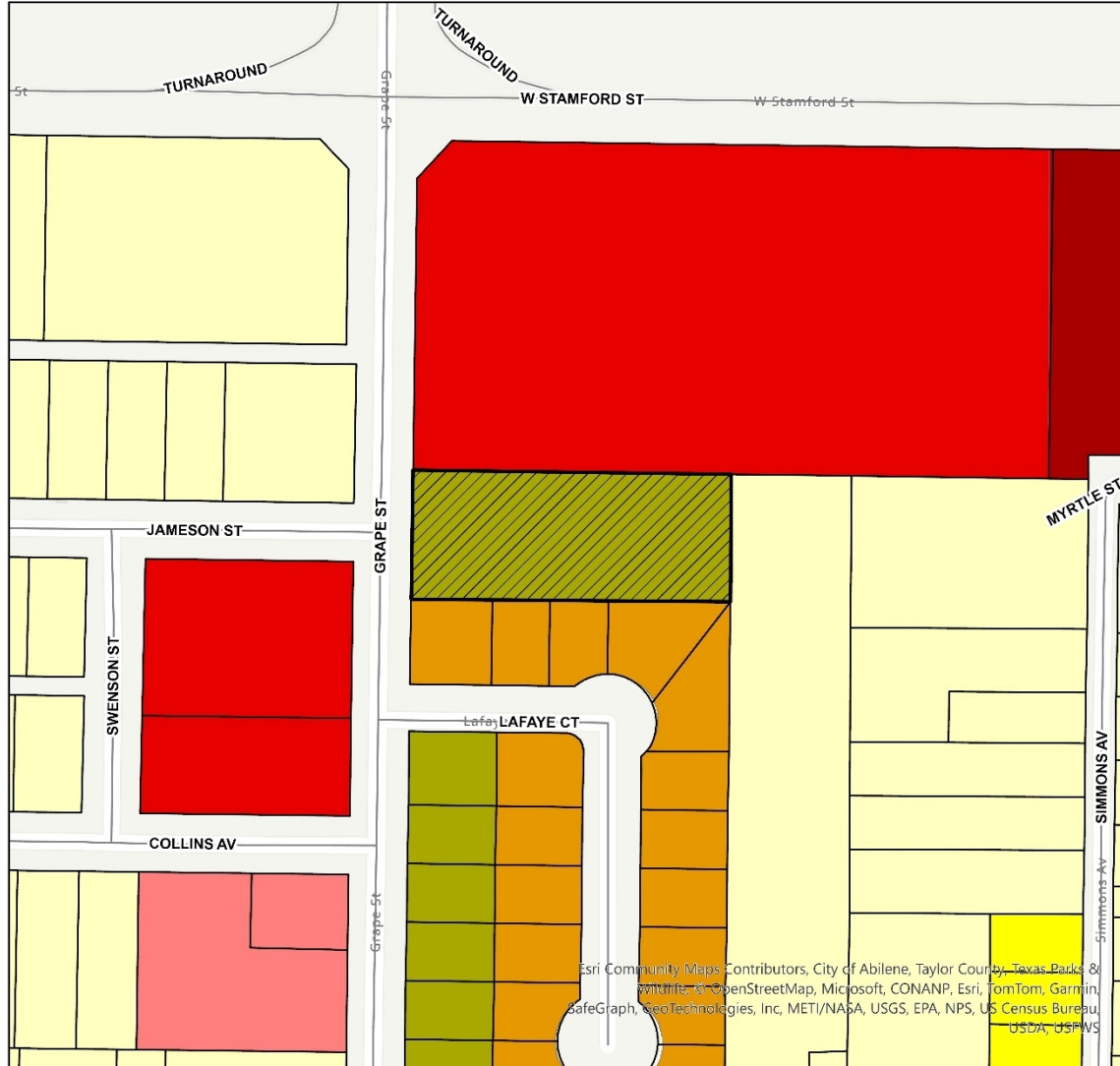
 Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

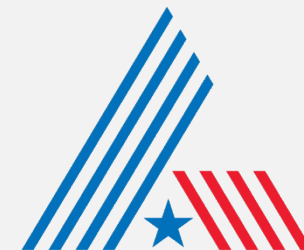


Legend

- Z-2024-24
- Zoning District
- HC (Heavy Commercial)
- HC (Heavy Commercial)
- GC (General Commercial)
- GC (General Commercial)
- GR (General Retail)
- GR (General Retail)
- MH (Manufacture/Mobile Home)
- MH (Manufacture/Mobile Home)
- MD (Residential - Medium Density)
- MD (Residential - Medium Density)
- PH (Residential - Patio Home)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- RS (Residential - Single Family)

0.03

Miles



CITY OF
ABILENE
TEXAS



VIEWS OF PROPERTIES



West Neighboring Property



Subject Property



South Neighboring Property



South Neighboring Property





USES IN MOBILE HOME 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

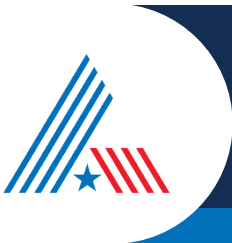
TRANSPORTATION, COMMUNICATION AND UTILITIES:

- 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





USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- 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
- 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 Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

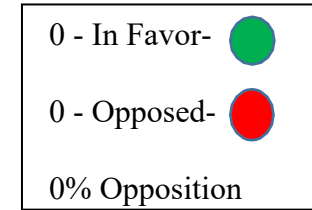
RESOURCE PRODUCTION AND EXTRACTION USES:

- 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







FINDINGS AND RECOMMENDATIONS

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**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **24. Ordinance (First Reading) Z-2024-25: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.47 Acres from Office (O) to Neighborhood Retail (NR), Located at 317 North Willis Street (*Tim Littlejohn*)**

GENERAL INFORMATION

The request is to change the zoning of approximately 0.477 acres from Office (O) to Neighborhood Retail (NR). The existing building was constructed in 1960 for business purposes and is currently used as an office. The owner proposes to expand the number of permitted retail uses by rezoning the property to Neighborhood Retail.

SPECIAL CONSIDERATIONS

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. Ordinance
2. Staff Report
3. application
4. survey
5. Presentation

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 26th day of September, 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 17th day of August, 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 3rd day of October, 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 3rd day of October, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 0.478 acres from Office (O) to Neighborhood Retail (NR)

Legal description being as follows:

Being 0.478 acre of land being the South 160 feet of the North 597 feet of Lot 21, Block 17, Replat of the West½ of Block No. 17 and Lots 1,2 and 3 of Block No. 18, Oakwood Addition, Section 2, City of Abilene, Taylor County, Texas, according to plat recorded in Plat Cabinet 2, Slide 1-A, Plat Records, Taylor County, Texas. Said 0.478 acre tract being more particularly described as follows;

COMMENCING at a found 3/8" metal rebar on the East line of North Willis Street (80' right-of-way) at the Northwest corner of Lot 101, Cassie Subdivision, Plat Cabinet 2, Slide 98-D, Plat Records, Taylor County, Texas;

THENCE South with the East line of said North Willis Street 100.15' to a set PK nail for the Northwest corner and POINT OF BEGINNING of this tract;

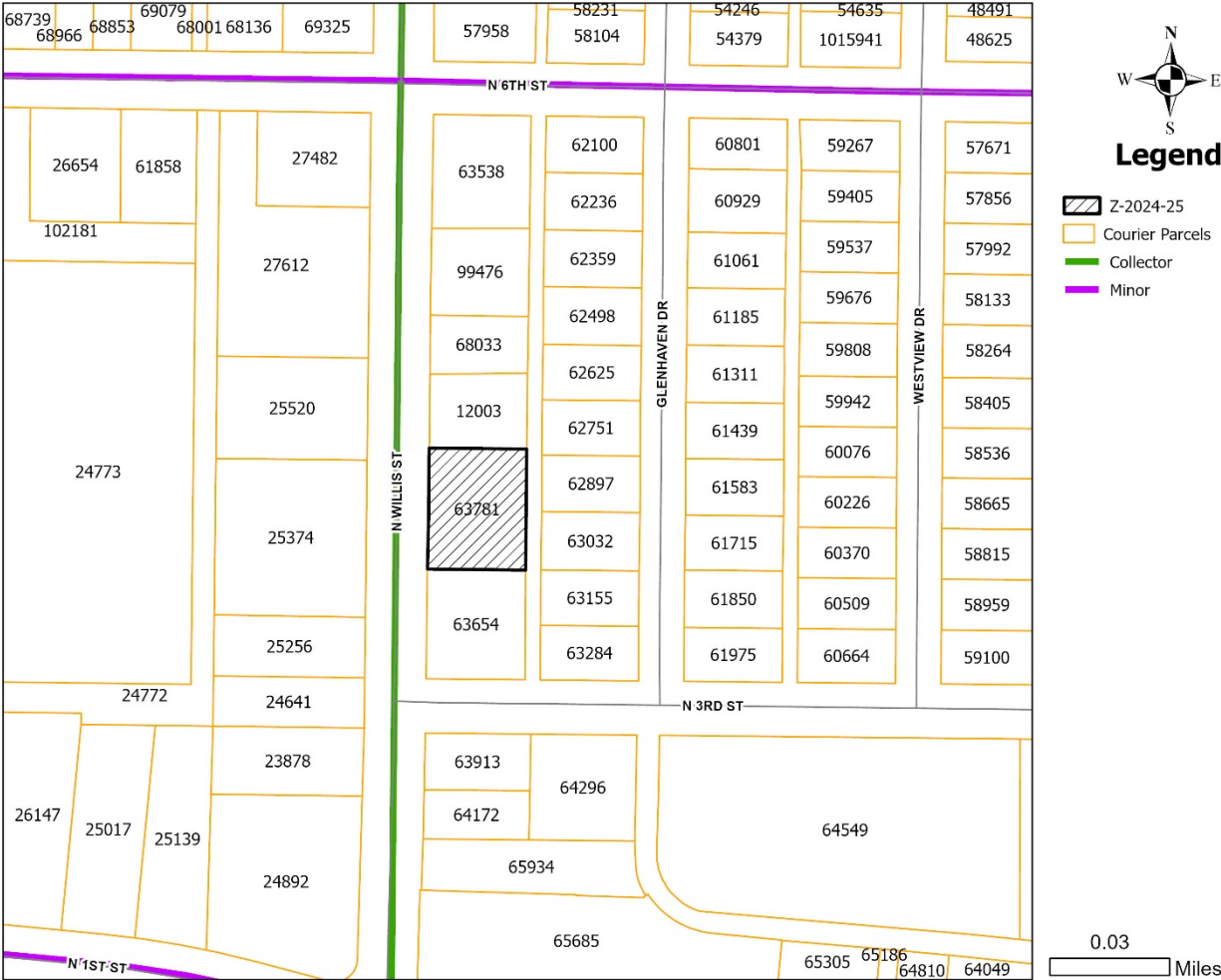
THENCE S89°44'06"E 129.95' to a set PK nail on the West line of a 20' alley for the Northeast corner of this tract, whence a found bolt on the West line of said 20' alley at the Northeast corner of said Lot 101, Cassie Subdivision bears N00°05'51"W 100.43';

THENCE S00°05'41"E with the West line of said alley 160.00' to a found½" metal rebar at the Northeast corner of a tract recorded in Volume 1957, Page 602, Official Public Records, Taylor County, Texas, for the Southeast corner of this tract;

THENCE N89°44'08"W 130.22' to a found "X" in concrete on the East line of said North Willis Street at the Northwest corner of said tract recorded in Volume 1957, Page 602, for the Southwest corner of this tract, whence a found "X" in concrete on the East line of said North Willis Street and the North line of North 3rd Street at the Southwest corner of said tract recorded in Volume 1957, Page 602, bears S00°07'58"W 145.03';

THENCE North with the East line of said North Willis Street 160.00' to the point of beginning and containing 0.478 acre of land.

Surveyed on the ground November 9, 2015



END

ZONING CASE Z-2024-25

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: September 3, 2024
City Council 1st Read: September 26, 2024
City Council 2nd Read: October 3, 2024

Applicant

Owner: Canon Light Enterprises, LLC
Agent: Karen Light

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 0.477 acres from Office (O) to Neighborhood Retail (NR).

Location

Subject property is located at 317 North Willis Street and is a portion of Lot 21, Block 17, Oakwood Section 2, Abilene, Taylor County, Texas.

Background

The existing building was constructed in 1960 for business purposes and is currently used as an office. The owner proposes to expand the number of permitted retail uses by rezoning the property to Neighborhood Retail.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	O	Offices
East	RS-6	Single-family residences
South	O	Offices
West	O	Offices

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 Comprehensive Plan and Future Land Use Map Identify the general area as a border of "low density residential" and "retail" use. Rezoning this site to NR would be consistent with these classifications.

- (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 zoning would be appropriate as most of surrounding businesses are utilized for offices and retail uses. In terms of the intensity of use, the uses allowed in the Office (O) district and the Neighborhood Retail (NR) are comparable and should not have any adverse impact on the residents east of the subject site.

(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, if rezoned, would be adequately served by the existing utilities.

(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

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 16, 2024 via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

OWNER

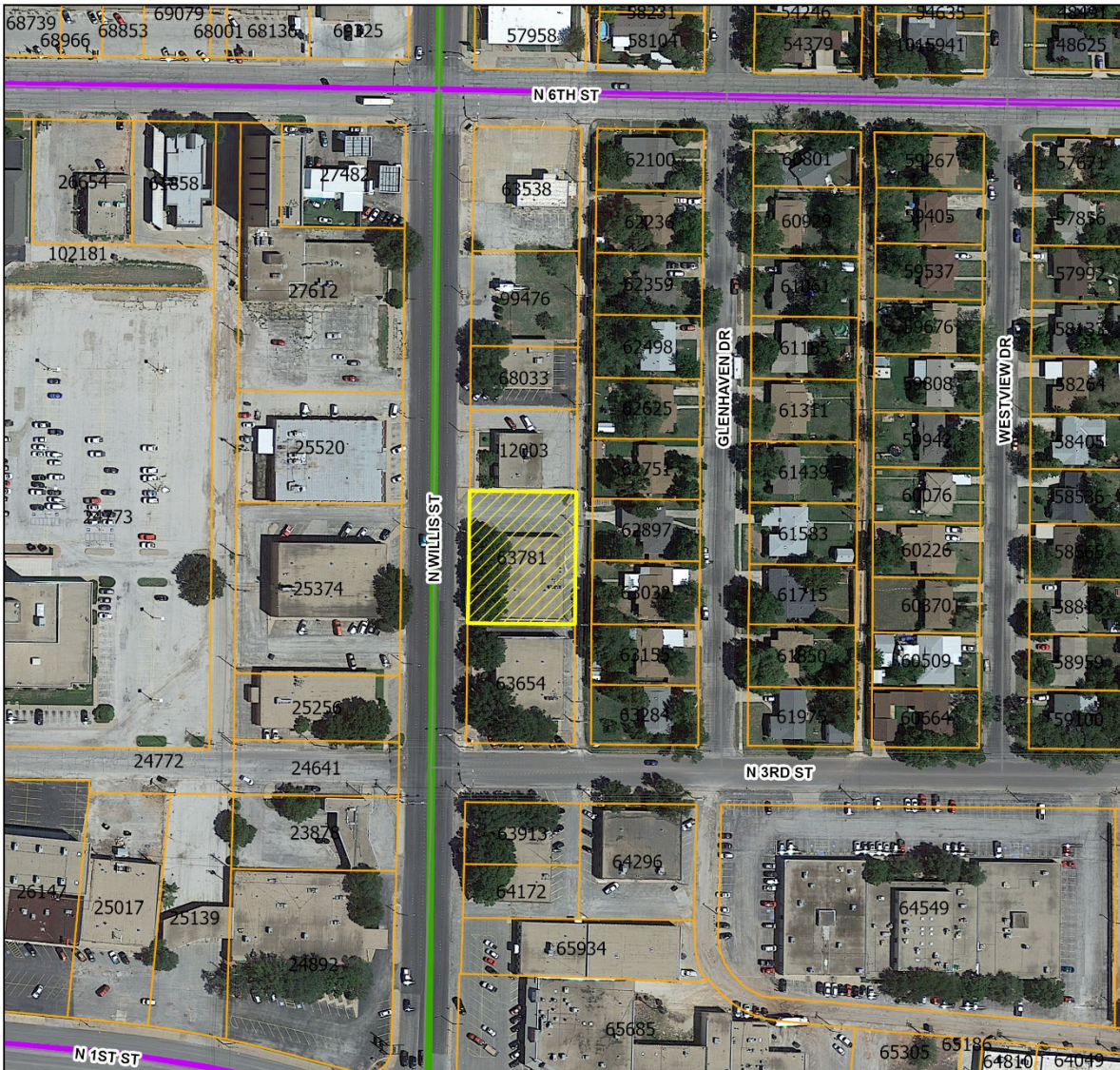
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BALL FAMILY TRUST	68033	409 N WILLIS ST	
BOONE LESTER	63284	302 GLENHAVEN DR	
BOYKIN PROPERTIES	24641	290 N WILLIS ST	
CANON LIGHT ENTERPRISES LLC SERIES 2	63781	317 N WILLIS ST	
CAPGROW HOLDINGS JV SUB I LLC	25520	400 N WILLIS ST	
CHRISMER NATHANIAL AUSTIN &	63155	310 GLENHAVEN DR	
EARP HOMER SAMUEL III &	62897	326 GLENHAVEN DR	
ESTES RENTALS LLC	63654	301 N WILLIS ST	
FAIR OAKS APTS LLC	27612	502 N WILLIS ST	
GARCIA SAMUEL & NORMA A	12003	401 N WILLIS ST	
GEIS JOYCE	62498	418 GLENHAVEN DR	
GONZALES DEBRA	62625	410 GLENHAVEN DR	
J & H PAINTING LLC	25256	302 N WILLIS ST	
LOMAS ELIZABETH	63032	318 GLENHAVEN DR	
RMAC INVESTMENTS LLC	99476	501 N WILLIS ST	
ROBBINS RHODA GLYNN	62751	402 GLENHAVEN DR	
SILVERTHORNE INVESTMENTS LLC SERIES A	25374	310 N WILLIS ST	

PROP ID

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
GARCIA SAMUEL & NORMA A	12003	401 N WILLIS ST	
BOYKIN PROPERTIES	24641	290 N WILLIS ST	
J & H PAINTING LLC	25256	302 N WILLIS ST	
SILVERTHORNE INVESTMENTS LLC SERIES A	25374	310 N WILLIS ST	
CAPGROW HOLDINGS JV SUB I LLC	25520	400 N WILLIS ST	
FAIR OAKS APTS LLC	27612	502 N WILLIS ST	
GEIS JOYCE	62498	418 GLENHAVEN DR	
GONZALES DEBRA	62625	410 GLENHAVEN DR	
ROBBINS RHODA GLYNN	62751	402 GLENHAVEN DR	
EARP HOMER SAMUEL III &	62897	326 GLENHAVEN DR	
LOMAS ELIZABETH	63032	318 GLENHAVEN DR	
CHRISMER NATHANIAL AUSTIN &	63155	310 GLENHAVEN DR	
BOONE LESTER	63284	302 GLENHAVEN DR	
ESTES RENTALS LLC	63654	301 N WILLIS ST	
CANON LIGHT ENTERPRISES LLC SERIES 2	63781	317 N WILLIS ST	
BALL FAMILY TRUST	68033	409 N WILLIS ST	
RMAC INVESTMENTS LLC	99476	501 N WILLIS ST	

LOCATION MAP



Legend

- Z-2024-25
- Courier Parcels
- Collector
- Minor

0.03

Miles

ZONING MAP





2024 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other:

Project Name: 317 N. Willis St. / The Permian Building
Address: 317 N. Willis St. Number of Lots: _____ Acreage: 0.4775
Legal Description: The So. 1/4 of the N. 597 ft of Lot 21, Block 17, Replat of the W 1/2 of Block 17 & Lots 1, 2, & 3
Subdivision Name: Oakwood Addition Block: 17+18 Lot: 21, 1, 2, 3 of Block 18
Current Zoning: Office Proposed Zoning (if applicable): Neighborhood ~~Amateur~~ Retail

OWNER AND AUTHORIZATION

Owner Name: Canon Light Enterprises, LLC, Series 2
Address: 5718 Antilley Rd.
City, State, Zip: Abilene, TX 79606 Fax: _____
Phone: 325-370-4847 Email: canonlight@canonlight.com
Agent Name: Karen Light
Address: 5718 Antilley Rd.
City, State, Zip: Abilene, TX 79606 Fax: _____
Phone: 325-370-4847 Email: canonlight@canonlight.com

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

Signature of Owner: Karen Light, Manager Date: 7-29-24

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
Case No.: _____ Reviewed By: _____

my Gov.



2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--|--|---|------------------------------|
| ☐ AO | Agricultural Open Space | ☒ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | | |
| ☒ O | Office | | |
| ☒ NR | Neighborhood Retail | | |

Reason for Zoning Change

My company plans to sell the property and would like to ~~allow~~ ~~reason~~ to allow a wider variety of business use to appeal to a buyer. I would like to ~~reason~~ to Neighborhood Retail.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



2024 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

Yes

No, the immediate area is zoned office.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

Other Required Forms - Disclosure of Interest (See Attached)



2024 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

NOTE: If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.

- A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No

- B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

- C. State all information upon which you base the belief (use additional paper, if necessary).

There is already a property located on the corner of N. Willis & N. 6th that is zoned NR.

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person (print): *Karen Light, Manager*

☒ Property Owner ☒ Project Representative

Signature of Certifying Person: *Karen Light, Manager*

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads



2024 Development Application

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

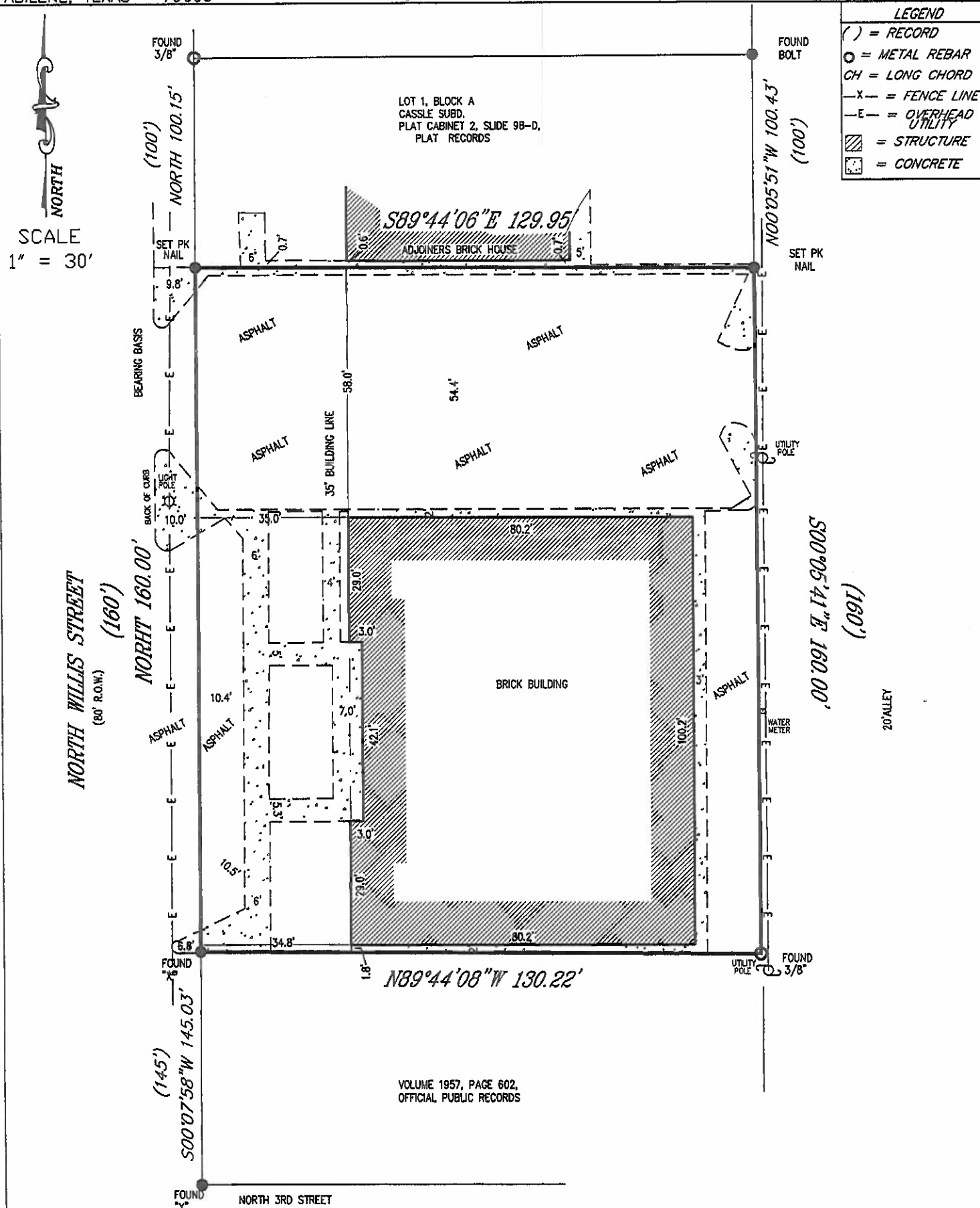
The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Karen Light, Manager
DATE: 7-29-24



G.F. NO. 15-50445
317 NORTH WILLIS STREET
CANON LIGHT ENTERPRISES, LLC

I hereby certify to SECURITY TITLE COMPANY, CANON LIGHT ENTERPRISES, LLC this plat shows the correct location of the improvements situated upon Being the South 160 feet of the North 597 feet of Lot 21, Block 17, Replat of the West 1/2 of Block No. 17 and Lots 1, 2 and 3 of Block No. 18, OAKWOOD ADDITION, Section 2, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 2, Slide 1-A, Plat Records, Taylor County, Texas.

There are no visible encroachments upon this property.

Surveyed on the ground November 9, 2015

NOTICE
THIS PLAT IS INVALID WITHOUT AN
ORIGINAL SIGNATURE ACROSS THE SEAL

Alvin Joe Adams
Alvin Joe Adams, P.E., R.P.L.S.
P.E. No. 49263, R.P.L.S. No. 4130
ADAMS ENGINEERING AND SURVEYING INC.
ALL RIGHTS RESERVED.



REZONE REQUEST

Case: Z-2024-25

Agent: Karen Light

Request: Change the zoning of approximately 0.477 acres from Office (O) to Neighborhood Retail (NR).

Location: Located at 317 North Willis Street

Notification: 0 in Favor, 0 in Opposition

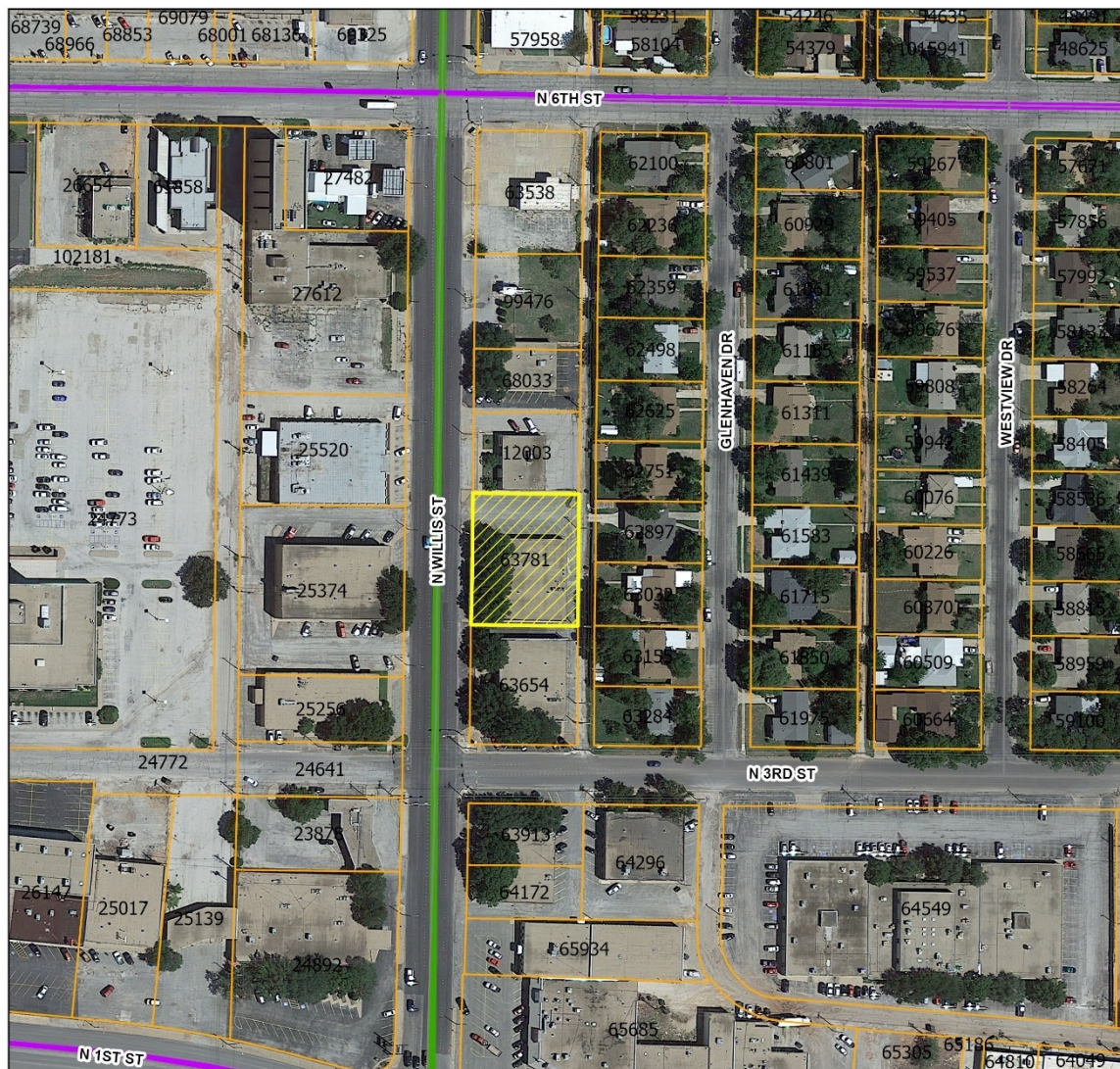
Planning & Zoning: September 3, 2024

Council Hearing: September 26, 2024
October 3, 2024





AERIAL LOCATION MAP

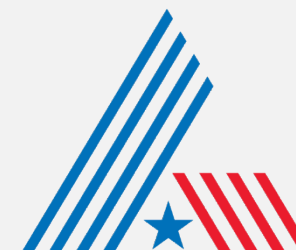


Legend

- Z-2024-25
- Courier Parcels
- Collector
- Minor

0.03

Miles



CITY OF
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TEXAS



ZONING MAP



Legend

- Z-2024-25
- Courier Parcels
- GC (General Commercial)
- GR (General Retail)
- NR (Neighborhood Retail)
- O (Office)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- Collector
- Minor

0.03

Miles



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TEXAS



PROPERTY VIEWS



East Neighboring Property



North Neighboring Property



South Neighboring Property



Subject Property





USES IN OFFICE ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- 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 ATM's, Self-Serve Kiosks, and Similar Facilities
- 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)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- P 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
- C Cultural Facilities
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

EDUCATIONAL AND RELIGIOUS USES:

- C Arts School
- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

SERVICE:

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- C Broadcast Studio
- P Public Utility Facility

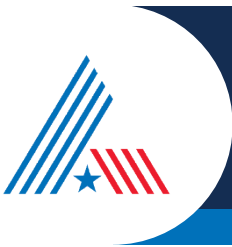
RESOURCE PRODUCTION & EXTRACTION:

- 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





USES IN NEIGHBORHOOD RETAIL ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling - Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sales
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- C Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- C Cultural Facilities
- P Recreation – Outdoors (passive)
- C Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P School: Public/Private

SERVICE:

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- C Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- C Restaurant, Brew Pub
- C Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Broadcast Studio
- 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





NOTIFICATION AREA MAP



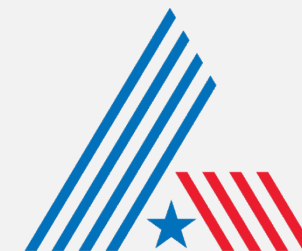
Legend

- Z-2024-25
- Notification Area
- Courier Parcels
- Collector
- Minor

0 - in Favor -

0 - in Opposition -

% OPPOSITION



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FINDINGS AND RECOMMENDATIONS

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**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **25. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 8, Article VI, "Code and other Regulations", Division 2, "Building Code" Section 8-481 and Division 7 "Residential Code" Section 8-581 (*Tim Littlejohn*)**

GENERAL INFORMATION

Amending the 2021 IBC Section 423.4 Critical emergency operations by removing this section and amending the 2021 IRC Table R503.2.1.1(1) by removing the 3/8" sheathing portion of the table.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. IBC and IRC Amendment ORDINANCE NO
2. 2021 International Residential Code (IRC) - CHAPTER 5 FLOORS - R503.2.1.1 Subfloor and combined subfloor underlayment_
3. 2024 IBC and IRC Amendment 2024

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 8, ARTICLE VI “CODES AND OTHER REGULATIONS,” DIVISION 2 “BUILDING CODE” SECTION 8-481 AND DIVISION 7 “RESIDENTIAL CODE” SECTION 8-581 AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, there is a need to protect the health, safety, and welfare of the citizens of the City of Abilene; and

WHEREAS, there is a need to amend the 2021 International Building Code by removing Section 423 “Storm Shelters,” subsection 423.4 “Critical emergency operations” because the subsection lacks specific design criteria to guide professionals; and

WHEREAS, there is a need to amend the 2021 International Residential Code to remove a reference in Table 302.1.1(1) to 3/8” sheathing that is not common for this area.

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

- PART 1:** That the Chapter 8, Article VI., Division 2 “Building Code”, Section 8-481 pamphlet is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.
- PART 2:** That the Chapter 8, Article VI, Division 7 “Residential Code”, Section 8-581 pamphlet is hereby amended as set out in Exhibit A, attached and made part of this ordinance for all purposes.
- PART 3:** 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 4:** 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 5:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective thirty (30) 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 12th day of September, 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 6th day of September, 2024, 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 26th day September, 2024, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective thirty (30) 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 26th day of September, 2024.

ATTEST:

Shawna Atkinson CITY SECRETARY

Weldon Hurt MAYOR

APPROVED:

Stanley Smith CITY ATTORNEY

Exhibit A

2021 International Building Code

Delete: 423.4 Critical emergency operations. In areas where the shelter design wind speed for tornados in accordance with Figure 304.2(1) of ICC 500 is 250 mph, 911 call stations, emergency operation centers and fire, rescue, ambulance and police stations shall comply with Table 1604.5 as a Risk Category IV structure and shall be proved with a storm shelter constructed in accordance with ICC 500.

2021 International Residential Code Table 503.2.1.1(1) remove provisions for 3/8" sheathing within this table:

TABLE R503.2.1.1(1)
ALLOWABLE SPANS AND LOADS FOR WOOD STRUCTURAL PANELS FOR
ROOF AND SUBFLOOR SHEATHING AND COMBINATION SUBFLOOR
UNDERLAYMENT^{a, b, c}

SPAN RATING	MINIMUM NOMINAL PANEL THICKNESS (inch)	ALLOWABLE LIVE LOAD (psf) ^{h, i}		MAXIMUM SPAN (inches)		LOA (pounds per square foot)	
		SPAN @ 16" o.c.	SPAN @ 24" o.c.	With edge support ^d	Without edge support	Total load	
Sheathing ^e				Roof ^f			
16/0	3/8	30	—	16	16	40	
20/0	3/8	50	—	20	20	40	
24/0	3/8	100	30	24	20 ^g	40	
24/16	7/16	100	40	24	24	50	
32/16	15/32, 1/2	180	70	32	28	40	
40/20	19/32, 5/8	305	130	40	32	40	
48/24	23/32, 3/4	—	175	48	36	45	
60/32	7/8	—	305	60	48	45	
Underlayment, C-C plugged, single floor ^e				Roof ^f			
16 o.c.	19/32, 5/8	100	40	24	24	50	
20 o.c.	19/32, 5/8	150	60	32	32	40	
24 o.c.	23/32, 3/4	240	100	48	36	35	
32 o.c.	7/8	—	185	48	40	50	
48 o.c.	13/32, 11/8	—	290	60	48	50	

End

R503.2.1.1Subfloor and combined subfloor underlayment.

Where used as subflooring or combination subfloor underlayment, *wood structural panels* shall be of one of the grades specified in [Table R503.2.1.1\(1\)](#). Where sanded plywood is used as combination subfloor underlayment, the grade, bond classification, and Performance Category shall be as specified in [Table R503.2.1.1\(2\)](#).

TABLE R503.2.1.1(1)
ALLOWABLE SPANS AND LOADS FOR WOOD STRUCTURAL PANELS FOR
ROOF AND SUBFLOOR SHEATHING AND COMBINATION SUBFLOOR
UNDERLAYMENT^{a, b, c}

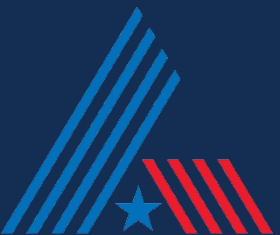
SPAN RATING	MINIMUM NOMINAL PANEL THICKNESS (inch)	ALLOWABLE LIVE LOAD (psf) ^{h, i}		MAXIMUM SPAN (inches)		LOA (pounds per square foot)	
		SPAN @ 16" o.c.	SPAN @ 24" o.c.	With edge support ^d	Without edge support	Total load	
Sheathing ^e				Roof ^f			
16/0	3/8	30	—	16	16	40	
20/0	3/8	50	—	20	20	40	
24/0	3/8	100	30	24	20^g	40	
24/16	7/16	100	40	24	24	50	
32/16	15/32, 1/2	180	70	32	28	40	
40/20	19/32, 5/8	305	130	40	32	40	
48/24	23/32, 3/4	—	175	48	36	45	
60/32	7/8	—	305	60	48	45	
Underlayment, C-C plugged, single floor ^e				Roof ^f			
16 o.c.	19/32, 5/8	100	40	24	24	50	
20 o.c.	19/32, 5/8	150	60	32	32	40	
24 o.c.	23/32, 3/4	240	100	48	36	35	
32 o.c.	7/8	—	185	48	40	50	
48 o.c.	13/32, 11/8	—	290	60	48	50	

2021 CODE AMENDMENT

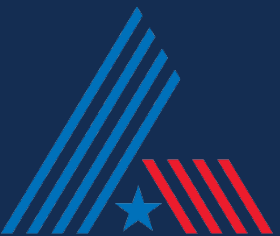


Codes up for amendments

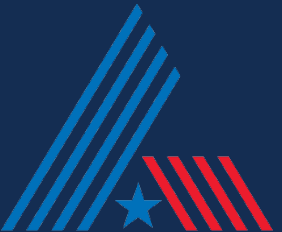
- 2021 International Building Code with amendment - Delete: 423.4 Critical emergency operations
- 2021 International Residential Code with amendment – Amend Table R503.2.1(1) to remove 3/8” sheathing from the table



- 2021 International Building Code Section 423.4 Critical emergency operations when revised by the Code Council does not have specific design requirements when it pertains to occupancy load criteria. This creates a burden on design professionals due to that there is no specific guidelines to follow. ICC is in the process of rectifying this oversight in later editions.
- 2021 International Residential Code Table 503.2.1.1(1) has a provision for 3/8" sheathing that is not common for this area. Due to the snow/ice load requirements for the big country this can create a unintentional false approved material due to span and load requirements for the big country. Additionally, in staff's opinion this material creates an unsafe condition for installers and future owners.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 26. Presentation: Receive a Report, Hold a Discussion and Public Hearing Regarding Lead Service Line Inventory - Water Utilities Department (*Rodney Taylor*)

GENERAL INFORMATION

The Lead and Copper Rule (LCR) was introduced by the Environmental Protection Agency (EPA) in 1991 to reduce the levels of lead and copper in drinking water, with the primary goal of protecting public health. Lead exposure is particularly dangerous for children and pregnant women, and it often enters drinking water through corrosion of plumbing materials. The City of Abilene's Water Utilities Department is in compliance with these regulations, conducting lead and copper sampling every three years at random sites approved by the Texas Commission on Environmental Quality (TCEQ). To date, no samples have exceeded the EPA's action level for lead of 15 parts per billion (ppb). The department has also optimized its corrosion control processes to minimize lead and copper leaching from service lines, and it keeps residents informed through the annual Consumer Confidence Reports (CCR).

In 2021, the EPA revised the Lead and Copper Rule (LCRR), requiring water utilities to complete a Lead Service Line Inventory (LSI) by October 16th, 2024. This inventory catalogs the location and classification of service lines, including those owned by both the City and its customers. The City's Water Utilities Department has been compiling this data by reviewing historical records and performing visual inspections of service lines. The LSI categorizes lines as Lead, Galvanized Requiring Replacement, Non-Lead, or Lead Status Unknown, and will be accessible through an online interactive map. Additionally, a dedicated webpage will provide more information to the public about the presence of lead in the system and steps to reduce exposure.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Lead and Copper Presentation

Lead Service Line Inventory and Public Education Presentation



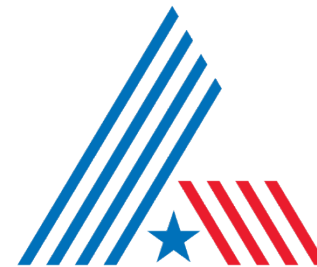


Introduction to the Lead and Copper Rule (LCR)

- The Lead and Copper Rule (LCR) is the National Primary Drinking Water Regulation first promulgated in 1991 to reduce levels of lead and copper in drinking water.
- Purpose of the LCR: Protect public health by reducing lead and copper levels in drinking water.



EPA Lead & Copper Rule



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Current Lead and Copper Program

- Lead and copper sampling is required once every 3 years at random sampling sites approved by TCEQ
- Samples collected to date have not exceeded the action level for lead (15 ppb).
- Water Utilities has optimized its corrosion control measures to minimize lead and copper leaching from pipes.
- Water Utilities provides regular updates through annual Consumer Confidence Reports (CCR), keeping residents informed of water quality and any actions taken to reduce lead and copper levels.



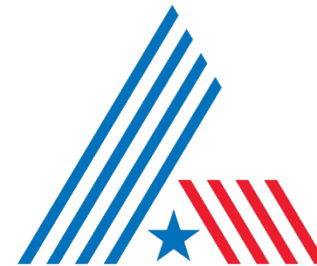


Lead and Copper Rule Revisions (LCRR)

- The EPA promulgated Lead and Copper Rule Revisions (LCRR) January 15, 2021 requiring water suppliers to:
 - Complete a service line inventory and report its findings by October 16, 2024.
 - Communicate with the public about the presence of lead in the system.



EPA Lead & Copper Rule

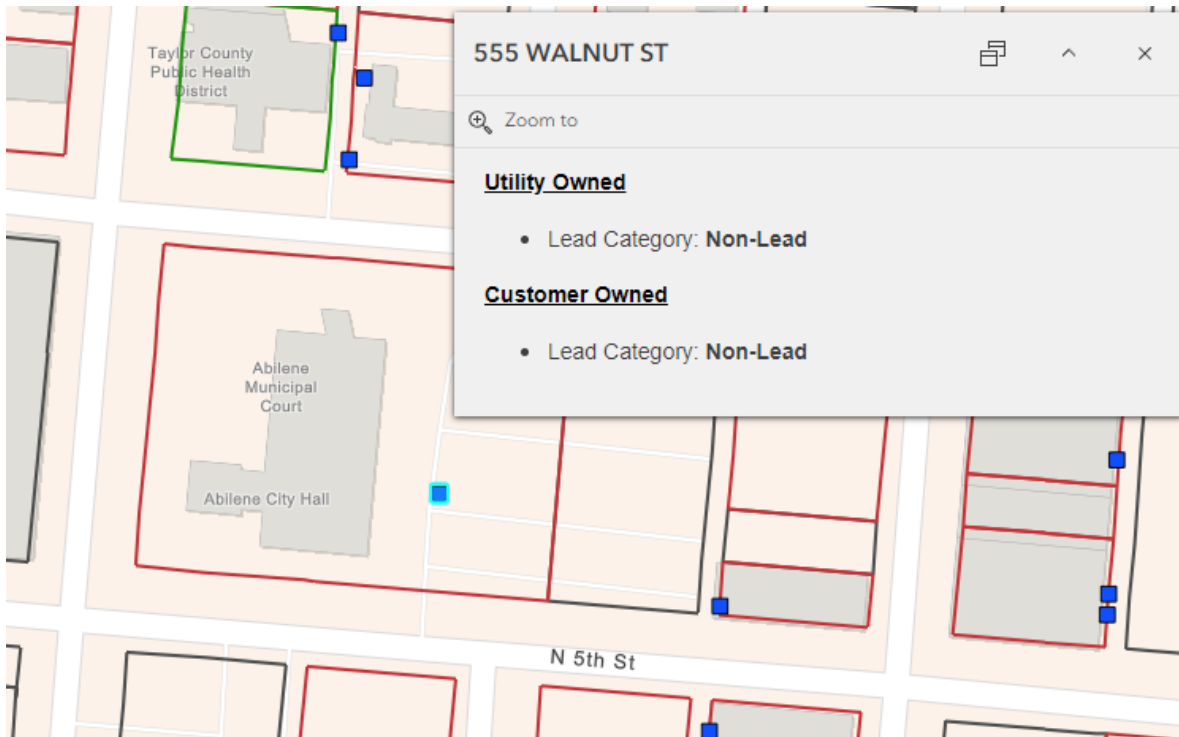


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Lead Service Line Inventory (LSI)

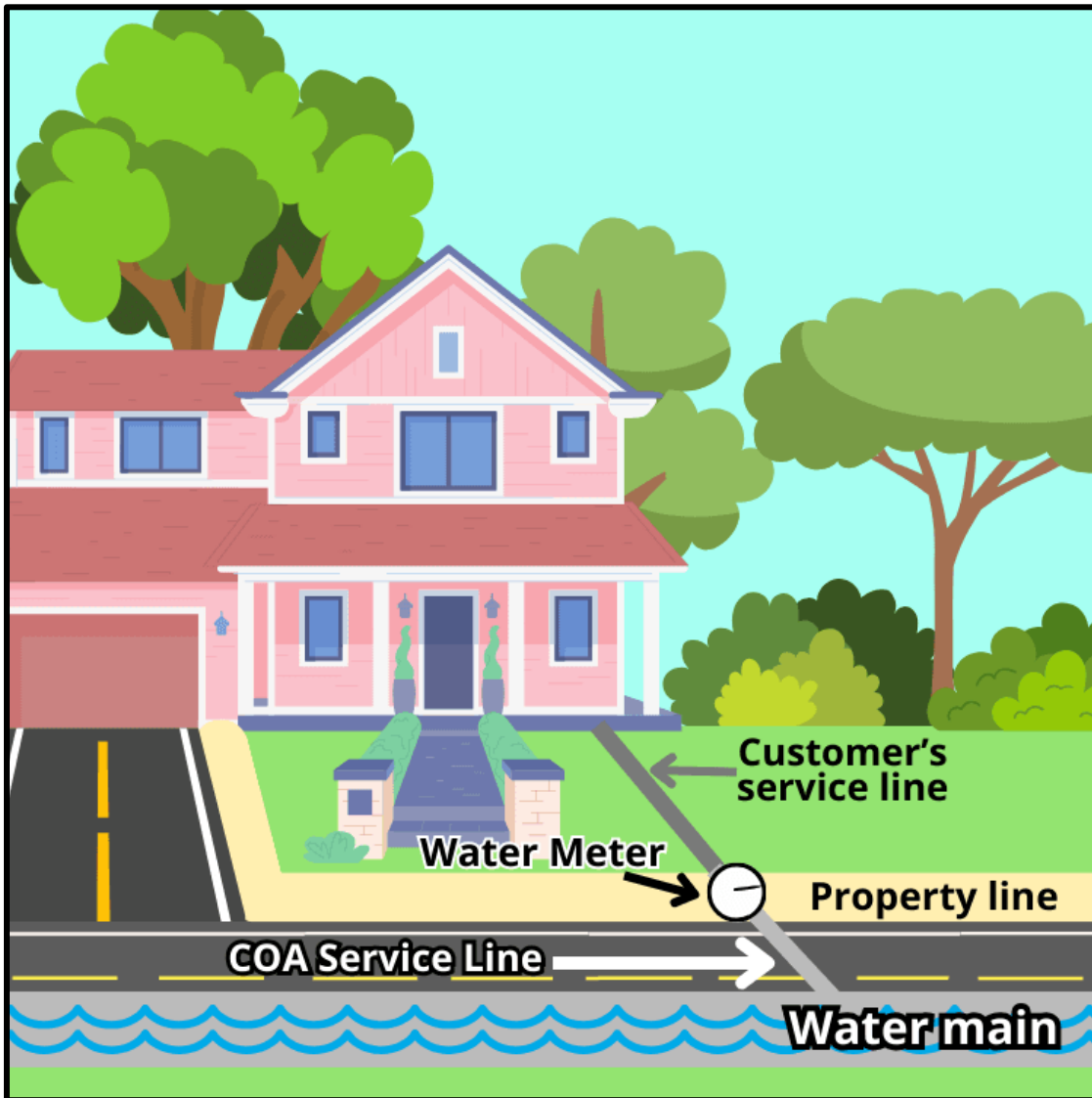
- A Lead Service Line Inventory (LSI) is a living document that records:
 - The location of every service line within the system.
 - The lead categories of each service line.





Lead Service Line Inventory (LSI)

- City ownership and responsibility ends at the water meter.
- The LSI required the inventory of both the City's and the customer's service line.





Lead Service Line Inventory (LSI)

- LSI Definitions
 - Lead - where the service line is made of lead.
 - Galvanized Requiring Replacement - where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a “Lead Status Unknown” service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line, it must presume there was an upstream lead service line.





Lead Service Line Inventory (LSI)

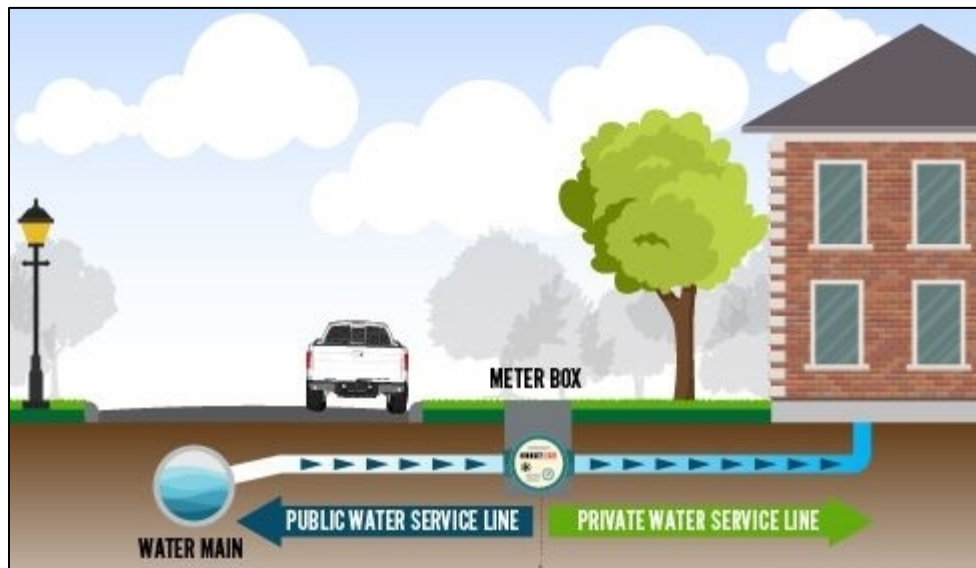
- LSI Definitions
 - Non-Lead – where the service line is determined through an evidence-based record, method, or technique not to be lead or galvanized requiring replacement.
 - Lead Status Unknown - where the service line material is not known to be lead, galvanized requiring replacement, or a non-lead service line, such as where there is no documented evidence supporting material classification.





Field Investigation Methodology

- Beginning in 2022, Water Utility staff began:
 - Reviewing historical records to determine the installation and build date of current infrastructure and homes.
 - Homes built after 1988 were considered to be non-lead due to City Ordinance.
 - Performing visual inspections of the remaining connection points to verify material type.
 - Compiling the collected data to create the lead service line inventory database.





Website and Service Line Inventory

- The LCRR requires cities that serve more than 50,000 people to post the LSI online.
- Water Utilities is providing the LSI in the form of an interactive map.
- In addition, a “Lead and Copper” webpage has been created to provide additional information to customers.



QUESTIONS?



Additional Information





Lead Background

- Lead is *rarely* present in natural or treated water from our distribution system.
- Lead typically dissolves into water through corrosion – a chemical reaction between water and plumbing materials.
- Corrosion occurs in:
 - Utility water mains and service lines
 - Private plumbing
 - Solder, brass fixtures, and fittings
- Key Concept: Lead doesn't originate from water but dissolves from plumbing materials over time.





Lead Background

- Several factors influence how much lead dissolves into water:
 - The mineral content in the water
 - Water acidity or alkalinity
 - Lead levels in pipes and plumbing
 - The duration water remains in pipes
 - Presence of protective scales or coatings inside pipes
 - Water temperature
- Takeaway: These factors determine the risk of lead exposure from your plumbing.





Tips to Reduce Lead Exposure

Flush Cold Water: Run cold water for 2-5 minutes before drinking or cooking, especially after long periods of non-use. Save water by using showers, laundry or dishwashing to flush lines.

Use Cold Water Only: Always use cold water for drinking, cooking, or making baby formula. Hot water can release more lead from pipes and plumbing. Also, drain your water heater yearly to remove metals, sediment, and bacteria.

Clean Faucet Screens: Regularly clean the aerators (screens) on your faucets to remove any lead particles or sediment that may have accumulated.

Replace Lead Plumbing: If your home has lead pipes, faucets, or lead-based solder, consider replacing them with “lead-free” certified materials (look for products certified to NSF/ANSI 61 or 372 standards).

Install Water Filters: Use a water filter certified for lead removal (NSF/ANSI 53). Make sure to replace filters according to the manufacturer’s instructions to ensure they continue to work effectively.





**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 27. 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
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District

Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Honorable Mayor & Members of City Council

FROM: Honorable Chace Craig
Municipal Court Judge

SUBJECT: **28. Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the Municipal Court Judge

GENERAL INFORMATION

Annual evaluation of the Municipal Court Judge to be discussed in Executive Session

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 9/26/2024

TO: Honorable Mayor and City Council Members

FROM: Shawna Atkinson, City Secretary

SUBJECT: **29. Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Secretary

GENERAL INFORMATION

Annual evaluation of the City Secretary to be discussed in Executive Session.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None