



City of Abilene City Council Agenda

Weldon Hurt, Mayor Pro-tem
Shane Price, Council Member
Jack Rentz, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Kyle McAlister, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on October 22, 2020, at 4:30 p.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

1. **Executive Session** - City Council will convene into Executive Session at 4:30 p.m.
Reconvene - City Council will reconvene into open session at 5:30 p.m.

INVOCATION

2. Councilmember Jack Rentz

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

3. **Service Awards Video Presentation:**
 - John Brunett - 25 Years - Fire Department
 - Philip Crockett - 25 Years - Fire Department
 - Charles Galco - 25 Years - Fire Department
 - Jennifer Matthews - 25 Years - Police Department

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 8, 2020 **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold A Discussion and Public Hearing, and Take Action on the Award of Bid No. CB-2102 - Sale of Land 22.98 Acres **(Travis McClure)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action Approving a Hepatitis C Program **(Annette Lerma)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase and Installation of New Video and Audio/Visual Equipment in the City Council Chambers and City Hall Emergency Operations Center with Swagit Video Service and Visionality Audio/Visual **(Mari Cockerell)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendments to the Visual Arts Jury Bylaws **(Lesli Andrews)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Contract with Freese and Nichols, Inc. for the Design of the Cedar Creek Trail Project through RFP #CB-2075 **(Lesli Andrews)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Contract to Fletco Services, LP. for Security Access Control Center (SACC) at Dyess Air Force Base **(Greg McCaffery)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2101 to Raydon Inc. on Colony Hill Road Repair **(Greg McCaffery)**
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued September 24, 2020 **(Robert Hanna)**
13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract Between the City of Abilene and the The Crowe Group, Inc., for the Construction of a New Fire Training Facility **(Cande Flores)**
14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fiscal Year 2021 Annual Operating Budget for the City of Abilene by Appropriating Funds to Add Four Customer Service Representative II Positions to the Water Utilities Department **(Rodney Taylor)**
15. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fiscal year 2021 Annual Operating Budget of the City of Abilene by Appropriating Funds necessary for Adding Additional Licensed Telecommunicator Positions to the Abilene Police Department's 9-1-1 System **(Stan Standridge)**
16. **Ordinance (First Reading) CUP-2020-07:** Receive A Report, Hold A Discussion And Public Hearing, And Take Action On A Request Conditional Use Permit Allowing Multiple-Family Dwellings In General Retail (GR) District and In An Adjoining Office (O) District **(Mike Warrix)**
17. **Ordinance (First Reading) Z-2020-14:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Rogers Recreation Inc., agent Jacob & Martin LLC, to rezone property from Planned Development (PD) District Number 58 to a Residential Single-Family (RS-6) District and a Residential Medium-Density (MD) District on 60.83 acres of now-vacant land wrapped around (but not adjoining) the southeast corner of Maple Street and Berry Lane in southeast central Abilene **(Mike Warrix)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with Matrix Design Group for Dyess JLUS Implementation Consulting (CB-2071) **(Don Green)**
19. **Presentation:** Receive a Report, and Hold a Discussion and Public Hearing on Updating the City Council on the Progress of the Smart Water Meter Replacement and Advanced Metering Infrastructure Installation Project **(Rodney Taylor)**
20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an ordinance amending Chapter 32, "Utilities", Article III, "Industrial Wastes", of the Abilene Municipal Code, by amending certain sections as set out below; proving a severability clause, and declaring a penalty **(Rodney Taylor)**
21. **Ordinance (Final Reading) Z-2020-10:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Sharon Riley, agent H.C. Zachry, to amend existing Planned Development (PD) District Number 32 by removing from subparagraph (f) 1 and 2 stating "no other signs shall be allowed" from Lots 25-30 and allowing all signage allowed in General Retail (GR). **(Zack Rainbow)**

EXECUTIVE SESSION

22. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
3. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
4. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
5. 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
6. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020
7. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
8. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
9. Kimberly Mattson v. City of Abilene (Board of Building Standards); Cause No. 12197-D, In the 350th Judicial District Court, Taylor County, Texas, filed July 30, 2020
10. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
11. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P-8277-83-CV, In the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020
12. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
13. Governor's Executive Orders - COVID-19

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

RECONVENE

PUBLIC COMMENTS

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

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 16th day of October, 2020, at 4:00 p.m.

Shawna Atkinson, TRMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 8, 2020 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on October 8, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 10-08-2020 Minutes - Regular - Morning

CITY COUNCIL MEETING
October 8, 2020 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 October 8, 2020, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Pro-tem Weldon Hurt was present and presiding with Deputy Mayor Pro-tem Donna Albus and Councilmembers Shane Price, Kyle McAlister and Travis Craver. Mayor Anthony Williams and Councilmember Jack Rentz were absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Donna Albus delivered the invocation and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Proclamations
 - National Disability Employment Awareness Month was accepted by Leah Beltran with Disabilities in Action.
 - National Physical Therapy Month was accepted by Jill Jumper from the Hardin Simmons University Physical Therapy Department.
 - Emergency Nurses Week was accepted by Melanie Rodriguez from Abilene Regional Medical Center and Michele Simmons from Hendrick Health System.

CONSENT AGENDA

The Consent Agenda consisted of items 4-8. No items were pulled for individual consideration.

Councilmember McAlister moved to approve the consent agenda as presented. Councilmember Price seconded the motion; motion carried.

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, McAlister and Craver

NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember Rentz

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 24, 2020, and the Special Joint Planning & Zoning Commission Meeting Held on October 1, 2020
5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Substitute DPR Construction as the General Contractor in the Master Development Agreement with Garfield Public/Private
[ASSIGNED RESOLUTION NO. 197-2020]
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2080 to Bontke Brothers Construction Inc. on Water Department Street and Miscellaneous Repair Work 2020-2021
[ASSIGNED RESOLUTION NO. 198-2020]

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the 2020-2024 Consolidated Plan, FY 2020/2021 Action Plan, and proposed use of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds
[ASSIGNED RESOLUTION NO. 199-2020]
8. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an ordinance amending Chapter 32, "Utilities", Article III, "Industrial Wastes", of the Abilene Municipal Code, by amending certain sections as set out below; proving a severability clause, and declaring a penalty

REGULAR AGENDA

9. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Change the Time Limits and Metered Parking Zones for Downtown Parking
[ASSIGNED ORDINANCE NO. 35-2020]

Greg McCaffery, Director of Public Works, presented the item. Adoption of the item would change the parking time limits in the downtown area to a standard 2-hours, except immediately in front of and beside the United States Post Office where they will remain 1-hour, and a section around the Cedar Terrace Apartments, where there will be no limit. This will also remove the parking meters in front of the United States Post Office.

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

Councilmember Price moved to approve the item with the removal of the parking limits on Cedar Street around the Cedar Terrace Apartments. Deputy Mayor Pro-tem Albus seconded the motion; motion carried.

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, McAlister and Craver

NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember Rentz

10. Ordinance (Final Reading) Z-2020-10: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Sharon Riley, agent H.C. Zachry, to amend existing Planned Development (PD) District Number 32 by removing from subparagraph (f) 1 and 2 stating "no other signs shall be allowed" from Lots 25-30 and allowing all signage allowed in General Retail (GR)
[PULLED FROM CONSIDERATION]

This item required a super-majority vote from Council. Because two members were absent, it was pulled from consideration and Mayor Pro-tem Hurt announced that it will be held at the following meeting on 10/22.

11. Ordinance (Final Reading) Z-2020-13: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Denise Dilliard Rister and Jerry Lynn Rister to rezone property from General Commercial (GC) to General Retail (GR) District
[ASSIGNED ORDINANCE NO. 37-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the property located at 1425 Matador Street from General Commercial (GC) to General Retail (GR) to permit residential use by right.

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

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

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, McAlister and Craver

NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember Rentz

12. Ordinance (Final Reading) CUP-2020-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Hit Ventures LLC, agent Cody Myers, for approval of Conditional Use Permit allowing light manufacturing and, in particular, coffee processing in a Heavy Commercial (HC) District

[ASSIGNED ORDINANCE NO. 38-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would approve a conditional use permit at 802 S Treadaway Boulevard, to allow light manufacturing within Heavy Commercial (HC) Zoning.

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

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

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, McAlister and Craver

NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember Rentz

PUBLIC COMMENTS

Mayor Pro-tem Hurt opened the public comment period. The following addressed the city council:

- David Swart – spoke about the search for the new police chief and stated his concerns and disappointment on not looking at an internal candidate. Mr. Swart thinks that not having an internal candidate puts the message out that the City doesn't have confidence in the current police department.
- Samuel Garcia – expressed his concern with the open records process. He stated that his requests for information were simple requests and should not have taken the full 10 business days allowed. He also stated his concern about voicemails not being returned and issues within the Development Corporation of Abilene.

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

EXECUTIVE SESSION

Mayor Pro-tem Hurt recessed into Executive Session at 9:08 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:

- 13. A. 551.071 (Consultation with Attorney)
 - 1. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No 49368-A
 - 2. Robert Steven Reitz v. City of Abilene, Texas, et al, Case No 1:16-cv-00181-BL
 - 3. Officer Patrick Sumrall and City of Abilene, Case No 01-18-000-8653
 - 4. Alfredo Valencia v. Corey Davis and City of Abilene, Case No 1:19-cv-00017-c
 - 5. City of Abilene v. Patrick Sumrall, Cause No 27,733-B
 - 6. City of Abilene v. 3118 South 22nd Street, Abilene, TX, et al.; Cause No 11968-D
 - 7. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas, Cause No D-GN-20-000900
 - 8. Chandler Brooks v. Taylor County, et al.; Civil Action No 1:20-cv-00049
 - 9. John Doe v. Robert Hanna, Individual and as City Manager, Cause No 28078-B
 - 10. Kimberly Mattson v. City of Abilene (Board of Building Standards); Cause No 12197-D
 - 11. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598
 - 12. Cockrell Investment Partners L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No P-8277-83-CV
 - 13. Sharra Sampson v. City of Abilene, Cause No 8144-B
 - 14. Governor's Executive Orders COVID-19
 - 15. Solid Waste Truck Accident
- 13. D 557-074 (Personnel Matters)
 - 1. Personnel Matters – City Manager
- 13. F. 551-087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Development Project

The Executive Session ended at 9:25 a.m. and reconvened to Open Session. Mayor Pro-tem Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

- 24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter.
[ASSIGNED RESOLUTION NO. 200-2020]

Mayor Pro-tem Hurt opened the public hearing, and with no speakers coming forward, the public hearing was closed.

Councilmember McAlister moved to (re)appoint the following:

Board	Term End Date
<i>Abilene-Taylor County Public Health District</i>	
Travis Craver [Reappointment]	November 2023
Robert Hawley [Reappointment]	November 2023
James McCoy [Reappointment]	November 2023
<i>Abilene-Taylor County Venue District Board</i>	
Glen Dromgoole [Reappointment]	November 2022

Councilmember Price seconded the motion; motion carried

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, McAlister and Craver

NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember Rentz

ADJOURNMENT

There being no further business, the meeting adjourned at 9:26 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Travis McClure

SUBJECT: **5. Resolution: Receive a Report, Hold A Discussion and Public Hearing, and Take Action on the Award of Bid No. CB-2102 - Sale of Land 22.98 Acres (Travis McClure)**

GENERAL INFORMATION

Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on September 27, 2020 and October 4, 2020, and accepting sealed bids:

22.98 Acres of Land Out Of M. Talbot Survey No. 103, Taylor County, Texas, Said 22.98 Acres Being Part of a 40.8 Acre Tract Described In Volume 207, Page 41, Deed Records, Taylor County, Texas, Which Is Part Of A 53.3 Acre Tract Identified As Taylor County Appraisal District Property ID #10009

The minimum bid amount was set at the Taylor County Appraisal District appraised market value of \$189,487.99 (\$8,246.00 per acre of land).

Sealed bid(s) were received and opened on October 13, 2020; one bid was received.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council award the bid to the high bidder, Abi Harvest, LLC, for the bid amount of \$189,500.00 (\$8,246.30 per acre) plus the reimbursement for the advertising cost of \$878.00, for a total purchase price of \$190,378.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CouncilResolution2
2. BidDocABHarvest
3. Presentation2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID No. CB-2102 TO ABI HARVEST, LLC OF ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the sale of 22.98 Acres of Land Out Of M. Talbot Survey No. 103, Taylor County, Texas, Said 22.98 Acres Being Part of a 40.8 Acre Tract Described In Volume 207, Page 41, Deed Records, Taylor County, Texas, Which Is Part Of A 53.3 Acre Tract Identified As Taylor County Appraisal District Property ID #10009; and

WHEREAS, the following (sole) bid was received and opened on October 13, 2020:

Abi Harvest, LLC

\$189,500.00 ; and

WHEREAS, Abi Harvest, LLC of Abilene, Texas submitted the high bid in the amount of \$189,500.00, staff recommends awarding the bid to the high bidder, Abi Harvest LLC, Abilene, Texas, including reimbursement to the City for the advertising cost in the amount of \$878.00, for a total purchase price of \$190,378.00.

**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 \$190,378.00 for the sale of land being 22.98 acres.

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

ADOPTED this 22nd day of October, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



INVITATION TO BID

CITY OF ABILENE

PURCHASING DIVISION

P.O. BOX 60 • 555 WALNUT, ROOM 201-A
ABILENE, TEXAS 79604-0060ALL BIDS MUST BE QUOTED
F.O.B. ABILENETHIS BID MUST INCLUDE FREIGHT
UNLESS OTHERWISE STATED.

BID #CB-2102

THIS BID IS VALID FOR 60 DAYS
UNLESS OTHERWISE STATED.

NOTICE IS HEREBY GIVEN THAT THE CITY OF ABILENE WILL RECEIVE SEALED, WRITTEN BIDS IN THE OFFICE OF THE PURCHASING ADMINISTRATOR, P.O. BOX 60, 555 WALNUT STREET, ROOM 201-A, CITY HALL, ABILENE, TEXAS 79601 UNTIL 11:00 A.M. ON THE 13TH DAY OF OCTOBER, 2020 FOR: BID #CB-2102.

ITEM	DESCRIPTION	AMOUNT BID
1.	SALE OF LAND - 22.98 ACRES OF LAND OUT OF M. TALBOT SURVEY NO. 103, TAYLOR COUNTY, TEXAS, SAID 22.98 ACRES BEING PART OF A 40.8 ACRE TRACT DESCRIBED IN VOLUME 207, PAGE 41, DEED RECORDS, TAYLOR COUNTY, TEXAS, WHICH IS PART OF A 53.3 ACRE TRACT IDENTIFIED AS TCAD PROPERTY ID #10009. THIS PROPERTY IS LANDLOCKED HAVING NO PUBLIC ROAD, STREET OR HIGHWAY ACCESS.	\$189,500

BIDS WILL BE OPENED AND READ ALOUD IMMEDIATELY AFTER THE CLOSING DEADLINE IN THE COUNCIL CHAMBERS, CITY HALL.

THERE WILL BE A MINIMUM BID OF \$8,246.00 (EIGHT THOUSAND TWO HUNDRED FORTY-SIX DOLLARS) PER ACRE OF LAND SET FOR THIS PROPERTY.

THE SUCCESSFUL BIDDER IS REQUIRED TO REIMBURSE THE NEWSPAPER ADVERTISING COST IN ADDITION TO THE AMOUNT BID.

UPON THE REVIEW, APPROVAL AND AWARD OF THE WINNING BID BY THE CITY COUNCIL, AND RECEIVING ALL PAYMENTS AND REIMBURSEMENTS IN FULL, THE CITY OF ABILENE WILL EXECUTE AND DELIVER A SPECIAL WARRANTY DEED TO THE BUYER.

ALL BIDS MUST SUBSTANTIALLY COMPLY WITH SPECIFICATIONS. FOR BID INFORMATION, CALL (325) 676-6226 OR PURCHASING@ABILENETX.GOV. FOR PROPERTY/SPECIFICATION INFORMATION, CONTACT TRAVIS MCCLURE, LAND MANAGER AT (325) 676-6491 OR TRAVIS.MCCLURE@ABILENETX.GOV.

ALL BIDS MUST BE SUBMITTED IN SEALED ENVELOPES, BEARING ON THE OUTSIDE THE NAME OF THE BIDDER, HIS ADDRESS, THE NAME OF THE PROJECT AND THE BID NUMBER. ANY BIDS RECEIVED AFTER SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS WILL BE MARKED "RECEIVED LATE" AND RETURNED TO THE SENDER.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

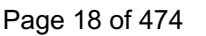
AUTHORIZED SIGNATURE

TITLE Kyle PaulTELEPHONE NUMBER 325-260-6435DELIVERY SCHEDULE N/ATERMS Cash

Agenda Item: Award of Bid No. CB-2102- Sale of Land

Resolution: Award of Bid No. CB-2102
(McClure)





Agenda Item:

Award of Bid No. CB-2067

- Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on September 27, 2020 and October 4, 2020, and accepting sealed bids for:
- The minimum bid amount was set at the Taylor County Appraisal District appraised market value of \$8,246.00 per acre of land.
- Sealed bid(s) were received and opened on October 13, 2020; one bid was received.
- Staff recommends award of bid CB-2102 to Abi Harvest, LLC



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Annette Lerma, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action Approving a Hepatitis C Program (Annette Lerma)

GENERAL INFORMATION

The Health and Human Services Commission reached out to the Abilene-Taylor County Public Health District (ATCPHD) in May to inform us of potential discontinuation of Primary Health Care (PHC) program. ATCPHD staff began a contingency planning for the loss of the PHC program and funding.

ATCPHD evaluated gaps in care and the current needs in the community. ATCPHD identified Hepatitis C screening and treatment as a gap. There is limited Hep C treatment providers in our community.

ATCPHD contracts with Avita Drugs, LLC for pharmacy services using the 340B Drug Purchasing (340B) Program. ATCPHD will be able to purchase the preferred drug to treat Hep C from the 340B program at a discounted price and be self-sufficient not requiring additional funds.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

This program will be self-sufficient.

STAFF RECOMMENDATION

Staff recommends approval of the Hepatitis C program.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2020 Resolution - ATCPHD Hep C Program
2. City Council PowerPoint_Hep.C_10.2020

RESOLUTION: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT'S
HEPATITIS C PROGRAM**

WHEREAS, The Texas Health and Human Services Commission contacted the Abilene-Taylor County Public Health District (ATCPHD) in May 2020 to inform it of a potential discontinuation of Primary Health Care (PHC) program; and

WHEREAS, ATCPHD staff began contingency planning for the loss of the PHC program and funding; and

WHEREAS, ATCPHD evaluated gaps in care and the current needs in the community, and identified Hepatitis C screening and treatment as a gap in care as there are limited Hepatitis C treatment providers in our community; and

WHEREAS, ATCPHD contracts with Avita Drugs, LLC for pharmacy services using the 340B Drug Purchasing (340B) Program, and will be able to purchase the preferred drug to treat Hepatitis C from the 340B program at a discounted price; and

WHEREAS, the ATCPHD's Hepatitis C program will be self-sufficient not requiring additional funds.

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

Part 1. That the City Council hereby approves the Abilene-Taylor County Public Health District's Hepatitis C Program.

Part 3. That this resolution becomes effective immediately upon adoption.

ADOPTED this the 22nd day of October, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution to Implement a Hepatitis C Treatment Program at MERCY Health Care Center



Background

- HHSC reached out in May to inform us of potential discontinuation of Primary Health Care program. Our staff began contingency planning for loss of program and funding.
- Evaluated gaps in care / needs in the community
- Identified Hep C screening and treatment as a gap
- Notified in August that the PHC contract would not be renewed
- Total loss of funding: \$95,110
- 2 staff impacted – Nurse Practitioner & Eligibility Clerk



What is Hepatitis C?

- Hepatitis C is a contagious liver disease spread through contact with the blood of a person who has the virus. Disease progresses slowly, often with no symptoms.
- Hepatitis C (HCV) most common blood-borne illness in the U.S. (source: 2005 Baylor University study)
- Leading cause of liver cancer and Texas leads the U.S. in liver cancer deaths (source: U.S. Dept. of Health & Human Services)
- Can be cured and prevent lifelong chronic disease and premature death
- About 2.4 million Americans live with chronic Hep C (most do not know they're infected). Estimated 376,600 Texans live with hepatitis C. (source: U.S. Dept. of Health & Human Services)
- Estimated county prevalence is between 1.24% - 2.63%
- New HCV cases are reportable / chronic HCV cases are not
- 30 **new** cases reported last year in Taylor County but over 200 lab reports that came in with chronic HCV



Community Need

- Medical Care Mission provides HCV treatment to uninsured patients but doesn't serve insured patients
- Abilene Community Health Center identified 23 insured and 14 uninsured Hep C patients in 2020 as of last month. They do not provide Hep C treatment at all and refer out.
- HCV treatment is expensive and even for the insured, co-pays often prevent one from pursuing treatment. Private providers often do not have the time to assist with prescription assistance paperwork or offer case management to ensure compliance with treatment. Public health is suited to do this work.
- Very little public education around the poor health outcomes associated with untreated chronic HCV.



Business Plan

- Partner with Avita (340B pharmacy) to administer Hep C program. Our existing partnership has proven successful with PrEP. 1st year yielded 12 clients.
- Hep C caseload projection: 10 patients (conservative estimate for 1st year)
- Average monthly 340B reimbursement for Epclusa (preferred drug by most insurance companies) \$24,450
- 340B pharmacy admin fee 18% (capped at \$2500)
- Average drug cost: \$4950
- Net proceeds per patient per month: \$17,000
- 3-month treatment yields \$51,000 per client
- Annual revenue projection: \$510,000



Expense to Administer Program

- Labs: $\$500 \times 10 \text{ pts.} = \$15,000$
- Co-pay assistance per pt: $\$1500 \times 10 \text{ pts} = \$15,000$
- FT NP salary + benefits: \$129,921
- FT CSR salary + benefits: \$53,430
- Infectious disease doc consult: \$4800
- Medical & office supplies: \$8500
- Advertising & promotion (1st year): \$10,000
- Total administrative costs: \$236,651
- $\$510,000 - \$236,651 = \underline{\$273,349 \text{ unrestricted net profit}}$



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Mari Cockerell, Communications Manager

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase and Installation of New Video and Audio/Visual Equipment in the City Council Chambers and City Hall Emergency Operations Center with Swagit Video Service and Visionality Audio/Visual (*Mari Cockerell*)

GENERAL INFORMATION

Purchase and installation of new video and audio/visual equipment in City Council Chambers with Swagit video service and Visionality audio/visual.

Swagit video service equipment and install will allow for the recording and broadcast of sign language interpretation of meetings through picture-in-picture display. Existing Swagit video equipment will be transferred to Emergency Operations Center to allow for video recordings and broadcast from that location.

Visionality audio/visual equipment purchase and install will allow for better quality and control of audio within Council Chambers and out to broadcast. Visual upgrades include new, recessed monitors along dais and relocation of presentation computer from back closed to front lower left side dais desk.

SPECIAL CONSIDERATIONS

The purchase is made through The International Purchasing System (TIPS Purchasing Cooperative) no. 190703, and no. 171001, and DIR No. DIR-TSO-3889.

FUNDING/FISCAL IMPACT

Total cost for Swagit video equipment purchase and installation is \$57,497.30. Total cost for Visionality audio/visual equipment purchase and installation is \$66,371.88. Paid through both PEG funds and CARES Act funds.

STAFF RECOMMENDATION

Staff recommends approval of the purchase.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution Swagit & Visionality Chamber upgrade 102220
2. Swagit Quotes
3. Visionality Chambers Install
4. Visionality Chambers Equipment
5. Visionality quote for EOC microphones
6. Updated Chamber and EOC upgrades slides

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SWAGIT PRODUCTIONS LLC AND VISIONALITY FOR VIDEO AND AUDIO/VISUAL UPGRADES TO CITY COUNCIL CHAMBERS AND CITY HALL EMERGENCY OPERATIONS CENTER.

WHEREAS, City staff has engaged with its video service provider to improve video, audio, and visual presentation quality within City Council Chambers; and

WHEREAS, City staff has selected Swagit Productions LLC and Visionality as the providers it would like to enter into contract with for purchase and installation of new video, audio, and visual equipment systems in Council Chambers and as well as relocation of existing video equipment and new audio equipment in City Hall Emergency Operations Center for the price of \$56,425.00 (Swagit) and \$66,371.88 (Visionality); and

WHEREAS, the Swagit Productions, LLC purchase is made through The International Purchasing System (TIPS Purchasing Cooperative) no. 190703 and the Visionality purchase is made through TIPS no. 171001; and

WHEREAS, services will include the removal of existing video and audio/visual equipment, purchase, installation, and training on new video and audio/visual equipment and systems.

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

Part 1: That City Manager is authorized to execute a contract with Swagit Productions LLC and Visionality for City Council Chambers and City Hall Emergency Operations Center video and audio/visual equipment purchase and installation.

Part 2: That this resolution takes effect immediately upon passage.

ADOPTED this 22th day of October, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO: City of Abilene, TX

Mari Cockerell: mari.cockerell@abilenetx.gov

Created Date: 10/14/2020

Valid for 60 days

TIPS: 190703

Item & Description	Quantity	Unit Rate	Extended Cost
Avior™ Setup and Deployment	1	\$6,200.00	\$6,200.00
Optional Move Cosmos to EOC (same trip as Avior installation)	1	\$4,500.00	\$4,500.00
One Time Cost:			\$ 10,700.00

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

SIGNATURE & DATE _____

CONTACT NAME _____

PHONE NUMBER _____

SWAGIT QUOTE TO: City of Abilene, TX

Mari Cockerell: mari.cockerell@abilenetx.gov

Created Date: 10/14/2020

Valid for 60 days

TIPS Contract # 190703

Item & Description	Quantity	Unit Rate	Extended Cost
Avior™ Remote Broadcast Camera System – Four Cameras Setup • Where customers have an SD-SDI playout/cable system, upgraded scaler to support caption format conversion (allows for remote operation by Swagit staff and/or local control)	1	\$45,725.00	\$45,725.00
One Time Cost:			\$45,725.00

City of Abilene Council Chambers AV Upgrade - Labor

10/14/2020



VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

Prepared for:

Abilene, City of
Mari Cockerell

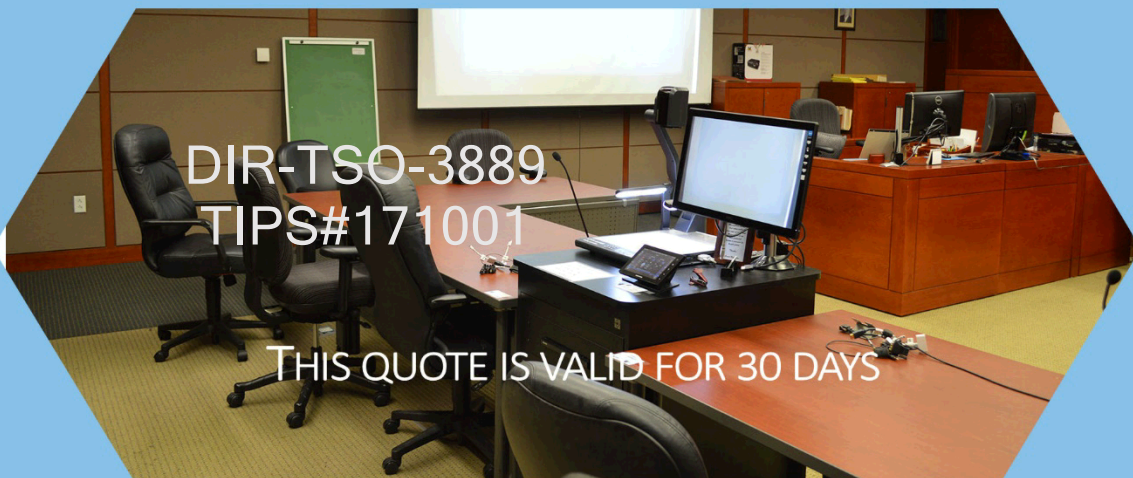
RAB013020M-03B

Richard Barnett

Operations Manager

richard@visionality.com

(214) 276-0124



DIR-TSO-3889
TIPS#171001

THIS QUOTE IS VALID FOR 30 DAYS

THANK YOU FOR ALLOWING VISONALTY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. We can also recommend all of the ancillary systems and equipment necessary to achieve the level of telepresence needed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or need changes more closely meet your needs, We are always here to serve you.



Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Abilene, City of** for the express interest of offering products and services to **Abilene, City of**. The particulars of this proposal must remain confidential between the personnel of **Abilene, City of** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITION:

VISIONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Abilene, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed certification tests in audio visual systems. Further, our personnel hold certifications in many Audio Visual manufacturers' equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

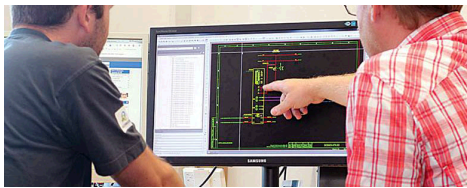
OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



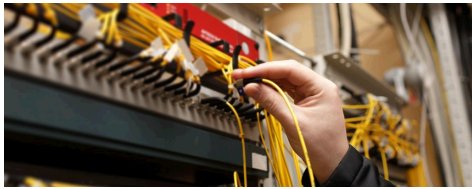
CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs and the layout and unique properties of the location in which the audiovisual technology will be used.



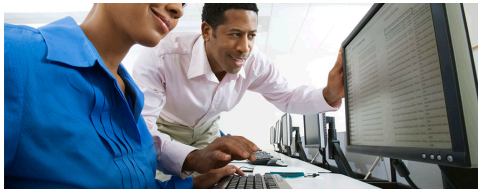
DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programmers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Statement of Work

This proposal responds with solutions upgrading the audio visual system in the City of Abilene's council chambers. This proposal has been broken into 2 parts; RAB013020M-03A (Parts) and RAB013020M-03B (Labor). Both parts A&B must be purchased for full scope of work to be able to be integrated. Should Parts be purchased without Labor, parts will be drop shipped to the client and billed. For the Labor Part, Visionality will bring all or most equipment into our Dallas warehouse prior to delivery to Abilene. This will be to inspect all parts and condense shipments.

The following SOW is for purchase of combined parts A&B, both parts must be purchased for it to be valid:

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Courtroom:
 - a. Oval seating, corner-dais chambers layout with gallery.
 - i. A/V integration with SWAGIT recording and streaming.
 - b. Conferencing Needs:
 - i. Provide ability for voice conferencing over a SIP integrated telephony system.
 - ii. Provide ability for client-based VTC integration from an OFE PC within the control room.
 - c. Per-station needs:
 - i. Dais stations (9 seats):
 1. 1 System integrated tabletop microphone with mute status indicator.
 2. 1 ~20" tabletop-mounted display on half-height articulating armature mounts.
 - a. Note, current displays do not service a 1080p resolution and are therefore not reusable.
 3. Chairperson seat additional equipment:
 - a. 1 HDMI cable-whip for video input.
 - ii. Front Tables (left and right, 4 seats):
 1. 1 System integrated tabletop microphone with mute status indicator.
 2. 1 ~20" tabletop-mounted display on full-height articulating armature mounts at each side table (for a total of 2), and 1 at podium location on right front table.
 - a. Note, current displays do not service a 1080p resolution and are therefore not reusable.
 3. Meeting administrator seat additional equipment:
 - a. 1 10" touchpanel providing room/system control, and microphone control.
 - b. 1 HDMI cable-whip input for BYOD connectivity, a HDMI connection for OFE PC.
 - iii. Podium (removable):
 1. 1 System integrated tabletop microphone with mute status indicator.
 2. 1 OFE small tabletop-mounted display for video reinforcement, that's mounted at the end of the table-right corner.
 - a. Note, must be able to accept a 1080p signal and an HDMI input to be reused within this upgrade.
 3. HDMI input for BYOD connectivity.
 - d. Video:
 - i. Content Inputs:
 1. Station cable-whips and inputs listed above.
 2. Barco Clickshare CSE-100 wireless presentation device for ad-hoc presentation from front tables or other dais locations not already wired.
 3. OFE PC at rack.
 4. Return video feed from SWAGIT system.
 - ii. Primary video output:

1. OFE Dais and side table displays noted above.
2. 2 OFE ceiling-mounted 65" displays.
- iii. Production video outputs:
 1. Mirror primary video output to SWAGIT video feed custom wallplate.
- e. Audio:
 - i. Central audio digital signal processor:
 1. Provide ability to integrate gooseneck microphones push switches and LED (green and red status) functions with the audio system and the control system.
 2. Eliminate need for manual sound controls and redundant controls; provide a fully integrated system.
 3. Ensure acoustic echo cancellation integrated for telephony and client-based VTC needs.
 - ii. Inputs:
 1. Microphone inputs at stations listed above.
 - a. Must be system-integrated with colored LED feedback for push-to-unmute and control booth reflection of status.
 2. 2 wireless handheld systems.
 3. Content inputs from cable-whips and dedicated inputs listed above.
 - iii. Outputs:
 1. Reuse OFE zoned ceiling-mounted speakers.
 2. Audio feed to SWAGIT video recording and streaming system.
 3. Audio output to an OFE 3- XLR line level press feed on side of dais.
- f. Control:
 - i. Primary control locations with integrated control, that's fully automated, intuitive, and easy to use interfaces:
 1. Meeting administrator (side table):
 - a. System, device, and content input control.
 - b. Audio control, including mic mute/unmute.
 2. Control room:
 - a. System, device, and content input control.
 - b. Audio control, including mic mute/unmute.
 3. OFE iPad software-based control and Web-page control to also be provided.
- g. Rack and Equipment:
 - i. Store equipment in OFE rack in control room.

Description of the project for M-03 Quote:

The project consists of following solutions for the Council Chambers upgrade:

Project Overview: Project upgrades the audio and video components within the city's council chambers, as well as the control system/control interfaces for the overall project. Content input for the room's A/V system are an OFE rackmounted PC/Control Room PC, 1 HDMI SWAGIT return feed, 1 HDMI cable-whip and input at the meeting administrator's location, 1 HDMI input for an OFE PC at the meeting administrator's location, 1 HDMI input at the podium, and 1 HDMI input at the chairperson location. Video outputs in room upgraded to distribute video to the two OFE ceiling-mounted displays over HDMI, and also the OFE dais/table displays. Output is mirrored to tabletop-mounted 22" displays at the dais seats, 1 at each side table, and 1 atop the right front table, for the podium; which provides video content reinforcement at the dais; note, current displays weren't reusable as they cannot accommodate a 1080p resolution. Audio pickup occurs through upgraded desktop gooseneck microphones with system-integrated mute status LEDs at the 9 dais locations, with an additional shock-mounted gooseneck microphone mounted at the podium, and 2 placed at each side table (see audio section below for further description of system integration and function). Also, 2 wireless handheld microphones and stands are provided for ad-hoc needs. Audio integration of the wireless microphones, content audio, and council chambers microphones seamlessly mixed via a digital signal processor that delivers audio the

existing array of OFE ceiling-mounted speakers within the council chambers, and to the SWAGIT video production system—which also receives a mirrored feed of the video content being presented. Further conferencing integration provided by both the digital signal processor (which provides voice conferencing capabilities over a City-provided SIP connection), and video conferencing over an AV Bridge that enables client-based video teleconferencing over an OFE PC's VTC programs such as Zoom, BlueJeans, WebEx, GotoMeeting, etc. Integrated system control occurs via a 10" tabletop-mounted touchpanel at the side table's meeting administrator, as well as a 10" tabletop-mounted touchpanel within the control room. These automated touchscreens provide an intuitive user interface providing system control such as room on/off, display and content input control/selection, and audio controls which integrate with the mute-status functions of the tabletop microphones. Project expected to take 4 days for installation with an additional 1-2 days to commission.

Content Video System: System revolves around an all-in-one digital media presentation and control system, and this integrated solution provides a multitude of both audio and video inputs, matrix routing, and audio signal processing. Solution relies on current industry-standard HD inputs and outputs, while providing backwards-compatible VGA and older video inputs, atop new vendor-format neutral HD-BaseT inputs and outputs. These capabilities deliver the functions of 4 separate systems in one solution which also future-proofs the room from major upgrades to this critical component, as only the satellite input transmitters or receivers would require an upgrade should industry standards change in the future. Content input for the room's A/V system are an OFE rackmounted PC/Control Room PC, 1 HDMI SWAGIT return feed, 1 HDMI cable-whip and input at the meeting administrator's location, 1 HDMI input for an OFE PC at the meeting administrator's location (for an agenda-management or voting PC), 1 HDMI input at the chairperson location, 1 HDMI input at the podium, and 1 wireless presentation device with a step-in USB puck that allows video connection from the front tables or any dais location that's not wired for video. Podium is meant to be removable, so a color-coded custom wallplate is provided for the podium connections, providing easy connect/disconnect of each cable via the color coding-scheme. Of note, the HDMI cable-whip input cables include an attached universal digital input adapter ring, allowing virtually any device brought into room to connect to system, converters included on ring are: Mini Display Port (newer Dells and all Mac laptops), Micro HDMI, Mini HDMI, DVI, Display Port, and USB-C; ensuring that nearly any digital input used as of 2020 may be connected to the system.

Room Video Outputs: Content outputs for gallery viewing are two OFE ceiling-mounted 65" displays. One display is dedicated to content or SWAGIT reinforcement for the audience, while the second display is switchable between content, SWAGIT, or an OFE local feed for monitoring of the sent feed. Content also delivered to 9 tabletop-mounted 22" displays at the dais seats, 1 at each side table, and 1 atop the right front table, for the podium; which provides video content reinforcement at the dais. System also sends a mirrored content output to the SWAGIT recording and streaming system.

Audio System: Audio pickup occurs via table-top mounted gooseneck microphones, 1 podium-mounted gooseneck microphone, which are system integrated to reflect mute status (green unmuted, red muted), and to allow for administrator control of muting/function of microphones from control panel. This allows microphone administration and control from both the meeting administrator's station as well as the control room (which will be reflected by the LED status indicator), atop the gooseneck's desktop mount switch. 9 desktop gooseneck microphones cover the dais, 4 desktop goosenecks cover the side table, and 1 surface-mounted gooseneck microphone will be installed at the podium. 2 Shure QLXD digital handheld wireless microphones are also provided, which are rechargeable and come with charging bases for storage in the control room or rack when not in use. The QLX battery systems provide 9 hours of life per charge, taking approximately 2 hours to fully charge when fully discharged. Within the council chambers, audio outputs in zones, via OFE ceiling-mounted speakers fed by an OFE amplifier stack. Audio output mirrored to the SWAGIT recording and streaming system, and all audio functions/tuning/feedback suppression all controlled via an integrated digital signal processor

stack, with commissioning including pinking, tuning, balancing, and feedback suppression of room to ensure pristine audio that “just works”.

Conferencing Systems: The digital signal processor provides voice conferencing capabilities over a City-provided SIP line (configuration and setup of SIP endpoint information required by City personnel, along with assistance and troubleshooting of integration of line into the DSP’s setup). Dial and call control handled from the control room’s 10” control touchpanel. An AV Bridge provides further conferencing capabilities by extending the abilities of a dedicated OFE PC’s client-based videteleconference client to include seamless addition of the SWAGIT camera/content/live feed as the VTC client’s camera input, as well as audio bridging directly from the digital signal processor. This allows easy remote participant into the meetings, through the OFE PC’s VTC programs such as Zoom, BlueJeans, WebEx, GotoMeeting, etc, with limitations on the number of participants only limited by the software.

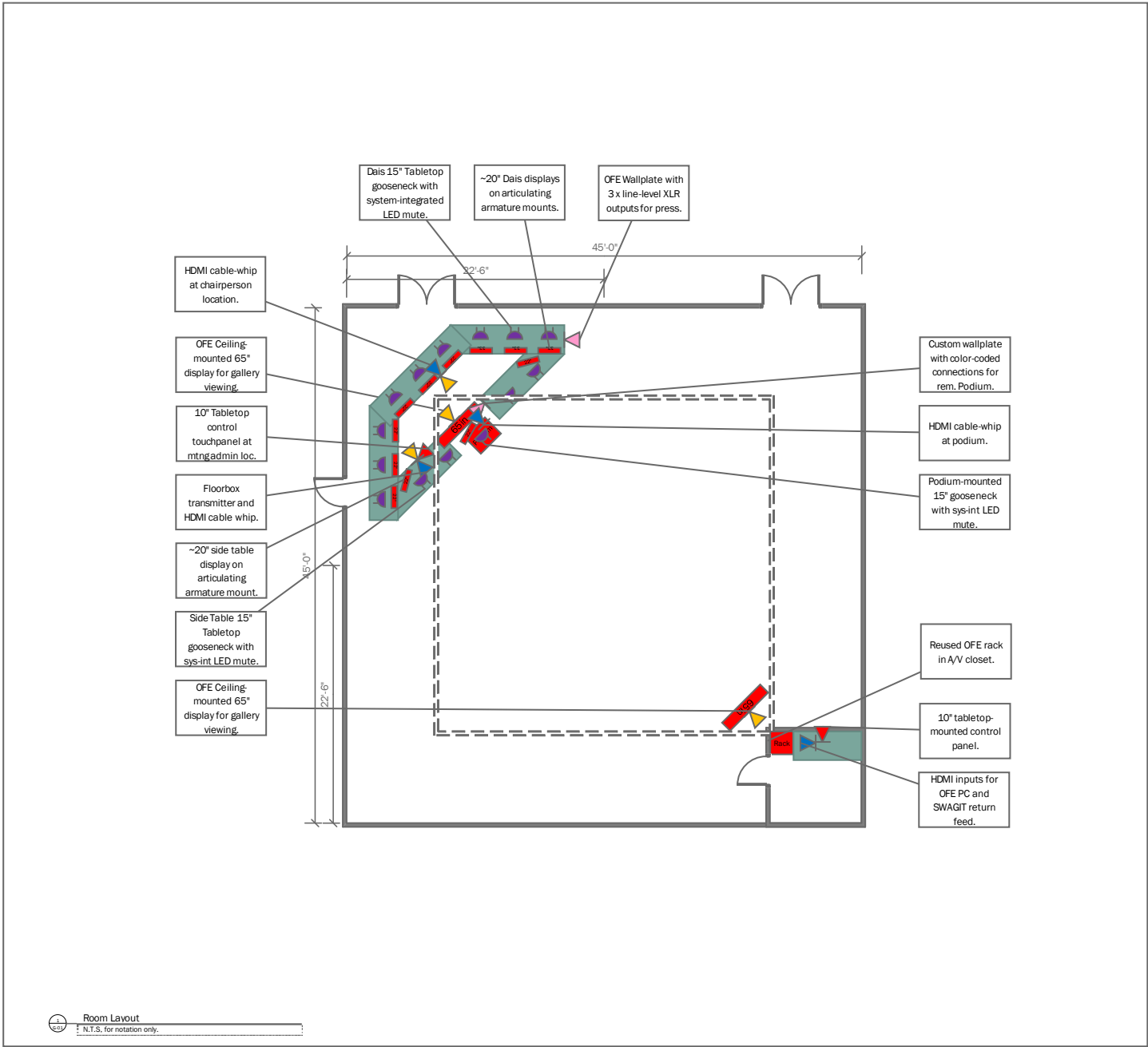
Control System: Control achieved through the previously mentioned 10” touchscreens placed at the meeting administrator’s location and the control room. These primary touchscreens provide a simple, intuitive easy-to-use interface that delivers room control via fully automated system on/off macros, content selection inputs and control, as well as individual display control. System on features places the room in a known-good startup configuration with all inputs, microphones, and audio reset to a pre-arranged standard so that the system “just works” when turned-on. Secondary pages on the touchpanel provide advanced audio control, via a virtualized sound board, as well as delivering feedback the tabletop and podium microphones reflection of the mute status chosen from control system via the microphone’s built-in LED status indicator (red = muted microphone, green=open microphone). Also, content audio control and mute, room audio control and mute, and production feed audio and mute are all present on this touchpanel.

A/V Rack and Cable Management: Equipment stored in the current rack within the A/V closet, and existing cabling pathways used for all cabling to needed areas.

Approach:

Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality’s project manager, will manage communication, project progress, and issues. Project expected to take 5 days for installation with an overlapping 1-2 days to commission.

Room Layout:



Pricing

QTY	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1	DIR-TSO-3889	This Quote is produced for the Texas DIR Contract DIR-TSO-3889 (Visionality)			
1		Project Professional Services and Programming	\$7,670.00	\$4,985.50	\$4,985.50
1		Installation, Integration, and Comissioning Service	\$22,595.00	\$14,362.75	\$14,362.75
1	VS-SLS-1	Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year)	\$2,841.15	\$2,699.09	\$2,699.09
TOTAL LIST					\$33,106.15
TOTAL DISCOUNT PRICE					\$22,047.34
SHIPPING					\$0.00
SALES TAX					\$0.00
TOTAL					\$22,047.34

VISIONALITY

1778 N. PLANO RD #211B
RICHARDSON, TX 75081

RAB013020M-03B

QUOTES@VISIONALITY.COM

(214) 276-0124

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- “Hard Points” for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current structures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
 - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
 - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
 - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
 - Computer Network jacks are to be tested with information for connection readily available.
 - Firewalls and routers will be configured with proper ports opened .
 - Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
 - Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storage fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

Integration, Commissioning, and Sign-Off:

Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Terms and Conditions

Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; fee access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

Designs That Compute is a Texas HUB

This Quote Valid for 30 days from date above

All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

Non-Solicitation.

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars (\$50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

Designs That Compute is a Texas HUB

This Quote Valid for 30 days from date above

All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

Silver Service Plan

Customer	
Service Start Date	
Service End Date	

Silver service provides the basic coverage needed by today's organizations. Silver service offers phone support and remote diagnostics. Often key components can be covered for quick replacement of parts and software upgrades.

Terms of Service

For the period above, the customer has unlimited technical support by telephone and email. If the customer calls in for a service issue and either the issue cannot be resolved remotely or there is need for a replacement part, a technician will be dispatched within the limitations defined below.

- **Phone Support and Email Policy**

- Customers can contact Visionality concerning an issue related to service by telephone or by email.
 - 214-276-0125 (main Visionality tech support number)
 - 800-377-9938
 - support@visionality.com
- The hours of 8am – 5pm Central Time Zone, Monday – Friday excluding national and Visionality holidays. After hours calls will be returned the next business day.
- When a service request is placed with the support center, that case is opened and the call is logged
- In many cases the service technician will be able to respond to the case immediately, however in all cases the technician will respond within four business hours. At that time a technician will work with the customer to diagnose and resolve the situation
 - If the problem cannot be easily diagnosed, a technician will be dispatched continue the diagnosis.
 - In the case of a failure, a technician will be dispatched to repair and replace parts.

- Answers to frequently asked questions and simple product workarounds can be provided in the initial technical conversation.
- Responses to questions that require research will be returned by email or phone within 24 hours.
- If your request/question requires extensive research and/or a custom solution, we will provide you with a completion date.
- Feature requests and bug reports will be logged and prioritized by Visionality's Engineering team for future consideration.

- **Parts Coverage**

Unless noted below, coverage is limited to items sold and installed by Visionality at the time of this contract.

All parts in the systems covered in this service agreement are covered by standard Manufacturer's Warranty. The terms and length of the service of these parts depends on the specific manufacturer. In the case of a failure which would not be covered under the warranty the customer is liable for the cost of repair or replacement.

Some parts may have extra service such as next day parts; these will be noted in the Addendums section,

- **Software Coverage**

Software created from our vendors is subject to their rules and restrictions. If there is a software upgrade, Visionality will assist with the software upgrade. If the vendor requires a service plan for their software upgrades, this can be bundled in the gold service package and included in the addendums below. These service plans should be called out.

Software created by Visionality is covered to perform the functions requested in the format shown when the initial installation took place. This plan will address defects in the software discovered after the warranty period. The software was designed for a particular set of components. If there is a change to those components or the programming in those components which does not allow the software to function correctly, there will be an additional charge to make the software operate.

- **Onsite Technical Support Policy**

After diagnostics, if technical support determines there is a failure that cannot be resolved remotely, a field technician can be dispatched for case resolution. The cost of the Technician will be \$95 per hour for the total time from the office. Overnight stays will necessitate additional charges.

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Items Covered within the Plan

Addendums to the Gold Plan

- All Codecs within the installation will have next day parts and software service.

Gold Service Plan does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess heat or moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Visionality to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product. Parts that are considered consumables such as bulbs are not covered under this warranty.

City of Abilene Council Chambers AV Upgrade - Parts

10/14/2020



VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

Prepared for:

Abilene, City of
Mari Cockerell

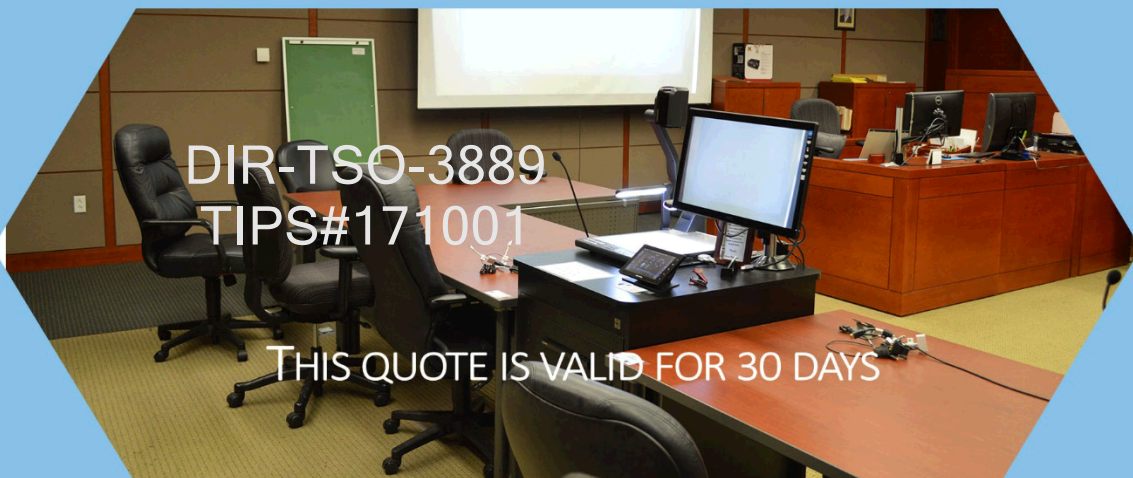
RAB013020M-03A

Richard Barnett

Operations Manager

richard@visionality.com

(214) 276-0124



DIR-TSO-3889
TIPS#171001

THIS QUOTE IS VALID FOR 30 DAYS

THANK YOU FOR ALLOWING VISONALTY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. We can also recommend all of the ancillary systems and equipment necessary to achieve the level of telepresence needed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or need changes more closely meet your needs, We are always here to serve you.



Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Abilene, City of** for the express interest of offering products and services to **Abilene, City of**. The particulars of this proposal must remain confidential between the personnel of **Abilene, City of** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITION:

VISIONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Abilene, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed certification tests in audio visual systems. Further, our personnel hold certifications in many Audio Visual manufacturers' equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

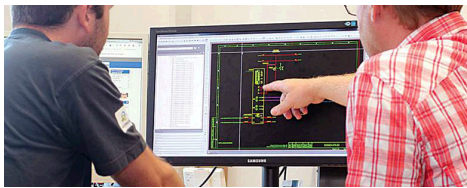
OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



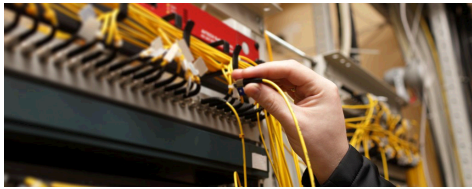
CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs and the layout and unique properties of the location in which the audiovisual technology will be used.



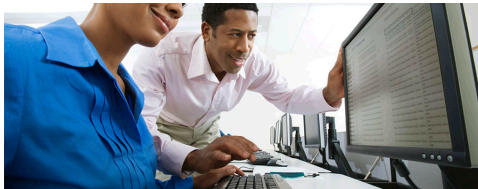
DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programmers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Statement of Work

This proposal responds with solutions upgrading the audio visual system in the City of Abilene's council chambers. This proposal has been broken into 2 parts; RAB013020M-03A (Parts) and RAB013020M-03B (Labor). Both parts A&B must be purchased for full scope of work to be able to be integrated. Should Parts be purchased without Labor, parts will be drop shipped to the client and billed. For the Labor Part, Visionality will bring all or most equipment into our Dallas warehouse prior to delivery to Abilene. This will be to inspect all parts and condense shipments.

The following SOW is for purchase of combined parts A&B, both parts must be purchased for it to be valid:

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Courtroom:
 - a. Oval seating, corner-dais chambers layout with gallery.
 - i. A/V integration with SWAGIT recording and streaming.
 - b. Conferencing Needs:
 - i. Provide ability for voice conferencing over a SIP integrated telephony system.
 - ii. Provide ability for client-based VTC integration from an OFE PC within the control room.
 - c. Per-station needs:
 - i. Dais stations (9 seats):
 1. 1 System integrated tabletop microphone with mute status indicator.
 2. 1 ~20" tabletop-mounted display on half-height articulating armature mounts.
 - a. Note, current displays do not service a 1080p resolution and are therefore not reusable.
 3. Chairperson seat additional equipment:
 - a. 1 HDMI cable-whip for video input.
 - ii. Front Tables (left and right, 4 seats):
 1. 1 System integrated tabletop microphone with mute status indicator.
 2. 1 ~20" tabletop-mounted display on full-height articulating armature mounts at each side table (for a total of 2), and 1 at podium location on right front table.
 - a. Note, current displays do not service a 1080p resolution and are therefore not reusable.
 3. Meeting administrator seat additional equipment:
 - a. 1 10" touchpanel providing room/system control, and microphone control.
 - b. 1 HDMI cable-whip input for BYOD connectivity, a HDMI connection for OFE PC.
 - iii. Podium (removable):
 1. 1 System integrated tabletop microphone with mute status indicator.
 2. 1 OFE small tabletop-mounted display for video reinforcement, that's mounted at the end of the table-right corner.
 - a. Note, must be able to accept a 1080p signal and an HDMI input to be reused within this upgrade.
 3. HDMI input for BYOD connectivity.
 - d. Video:
 - i. Content Inputs:
 1. Station cable-whips and inputs listed above.
 2. Barco Clickshare CSE-100 wireless presentation device for ad-hoc presentation from front tables or other dais locations not already wired.
 3. OFE PC at rack.
 4. Return video feed from SWAGIT system.
 - ii. Primary video output:

1. OFE Dais and side table displays noted above.
2. 2 OFE ceiling-mounted 65" displays.
- iii. Production video outputs:
 1. Mirror primary video output to SWAGIT video feed custom wallplate.
- e. Audio:
 - i. Central audio digital signal processor:
 1. Provide ability to integrate gooseneck microphones push switches and LED (green and red status) functions with the audio system and the control system.
 2. Eliminate need for manual sound controls and redundant controls; provide a fully integrated system.
 3. Ensure acoustic echo cancellation integrated for telephony and client-based VTC needs.
 - ii. Inputs:
 1. Microphone inputs at stations listed above.
 - a. Must be system-integrated with colored LED feedback for push-to-unmute and control booth reflection of status.
 2. 2 wireless handheld systems.
 3. Content inputs from cable-whips and dedicated inputs listed above.
 - iii. Outputs:
 1. Reuse OFE zoned ceiling-mounted speakers.
 2. Audio feed to SWAGIT video recording and streaming system.
 3. Audio output to an OFE 3- XLR line level press feed on side of dais.
- f. Control:
 - i. Primary control locations with integrated control, that's fully automated, intuitive, and easy to use interfaces:
 1. Meeting administrator (side table):
 - a. System, device, and content input control.
 - b. Audio control, including mic mute/unmute.
 2. Control room:
 - a. System, device, and content input control.
 - b. Audio control, including mic mute/unmute.
 3. OFE iPad software-based control and Web-page control to also be provided.
- g. Rack and Equipment:
 - i. Store equipment in OFE rack in control room.

Description of the project for M-03 Quote:

The project consists of following solutions for the Council Chambers upgrade:

Project Overview: Project upgrades the audio and video components within the city's council chambers, as well as the control system/control interfaces for the overall project. Content input for the room's A/V system are an OFE rackmounted PC/Control Room PC, 1 HDMI SWAGIT return feed, 1 HDMI cable-whip and input at the meeting administrator's location, 1 HDMI input for an OFE PC at the meeting administrator's location, 1 HDMI input at the podium, and 1 HDMI input at the chairperson location. Video outputs in room upgraded to distribute video to the two OFE ceiling-mounted displays over HDMI, and also the OFE dais/table displays. Output is mirrored to tabletop-mounted 22" displays at the dais seats, 1 at each side table, and 1 atop the right front table, for the podium; which provides video content reinforcement at the dais; note, current displays weren't reusable as they cannot accommodate a 1080p resolution. Audio pickup occurs through upgraded desktop gooseneck microphones with system-integrated mute status LEDs at the 9 dais locations, with an additional shock-mounted gooseneck microphone mounted at the podium, and 2 placed at each side table (see audio section below for further description of system integration and function). Also, 2 wireless handheld microphones and stands are provided for ad-hoc needs. Audio integration of the wireless microphones, content audio, and council chambers microphones seamlessly mixed via a digital signal processor that delivers audio the

existing array of OFE ceiling-mounted speakers within the council chambers, and to the SWAGIT video production system—which also receives a mirrored feed of the video content being presented. Further conferencing integration provided by both the digital signal processor (which provides voice conferencing capabilities over a City-provided SIP connection), and video conferencing over an AV Bridge that enables client-based video teleconferencing over an OFE PC's VTC programs such as Zoom, BlueJeans, WebEx, GotoMeeting, etc. Integrated system control occurs via a 10" tabletop-mounted touchpanel at the side table's meeting administrator, as well as a 10" tabletop-mounted touchpanel within the control room. These automated touchscreens provide an intuitive user interface providing system control such as room on/off, display and content input control/selection, and audio controls which integrate with the mute-status functions of the tabletop microphones. Project expected to take 4 days for installation with an additional 1-2 days to commission.

Content Video System: System revolves around an all-in-one digital media presentation and control system, and this integrated solution provides a multitude of both audio and video inputs, matrix routing, and audio signal processing. Solution relies on current industry-standard HD inputs and outputs, while providing backwards-compatible VGA and older video inputs, atop new vendor-format neutral HD-BaseT inputs and outputs. These capabilities deliver the functions of 4 separate systems in one solution which also future-proofs the room from major upgrades to this critical component, as only the satellite input transmitters or receivers would require an upgrade should industry standards change in the future. Content input for the room's A/V system are an OFE rackmounted PC/Control Room PC, 1 HDMI SWAGIT return feed, 1 HDMI cable-whip and input at the meeting administrator's location, 1 HDMI input for an OFE PC at the meeting administrator's location (for an agenda-management or voting PC), 1 HDMI input at the chairperson location, 1 HDMI input at the podium, and 1 wireless presentation device with a step-in USB puck that allows video connection from the front tables or any dais location that's not wired for video. Podium is meant to be removable, so a color-coded custom wallplate is provided for the podium connections, providing easy connect/disconnect of each cable via the color coding-scheme. Of note, the HDMI cable-whip input cables include an attached universal digital input adapter ring, allowing virtually any device brought into room to connect to system, converters included on ring are: Mini Display Port (newer Dells and all Mac laptops), Micro HDMI, Mini HDMI, DVI, Display Port, and USB-C; ensuring that nearly any digital input used as of 2020 may be connected to the system.

Room Video Outputs: Content outputs for gallery viewing are two OFE ceiling-mounted 65" displays. One display is dedicated to content or SWAGIT reinforcement for the audience, while the second display is switchable between content, SWAGIT, or an OFE local feed for monitoring of the sent feed. Content also delivered to 9 tabletop-mounted 22" displays at the dais seats, 1 at each side table, and 1 atop the right front table, for the podium; which provides video content reinforcement at the dais. System also sends a mirrored content output to the SWAGIT recording and streaming system.

Audio System: Audio pickup occurs via table-top mounted gooseneck microphones, 1 podium-mounted gooseneck microphone, which are system integrated to reflect mute status (green unmuted, red muted), and to allow for administrator control of muting/function of microphones from control panel. This allows microphone administration and control from both the meeting administrator's station as well as the control room (which will be reflected by the LED status indicator), atop the gooseneck's desktop mount switch. 9 desktop gooseneck microphones cover the dais, 4 desktop goosenecks cover the side table, and 1 surface-mounted gooseneck microphone will be installed at the podium. 2 Shure QLXD digital handheld wireless microphones are also provided, which are rechargeable and come with charging bases for storage in the control room or rack when not in use. The QXX battery systems provide 9 hours of life per charge, taking approximately 2 hours to fully charge when fully discharged. Within the council chambers, audio outputs in zones, via OFE ceiling-mounted speakers fed by an OFE amplifier stack. Audio output mirrored to the SWAGIT recording and streaming system, and all audio functions/tuning/feedback suppression all controlled via an integrated digital signal processor

stack, with commissioning including pinking, tuning, balancing, and feedback suppression of room to ensure pristine audio that “just works”.

Conferencing Systems: The digital signal processor provides voice conferencing capabilities over a City-provided SIP line (configuration and setup of SIP endpoint information required by City personnel, along with assistance and troubleshooting of integration of line into the DSP’s setup). Dial and call control handled from the control room’s 10” control touchpanel. An AV Bridge provides further conferencing capabilities by extending the abilities of a dedicated OFE PC’s client-based videteleconference client to include seamless addition of the SWAGIT camera/content/live feed as the VTC client’s camera input, as well as audio bridging directly from the digital signal processor. This allows easy remote participant into the meetings, through the OFE PC’s VTC programs such as Zoom, BlueJeans, WebEx, GotoMeeting, etc, with limitations on the number of participants only limited by the software.

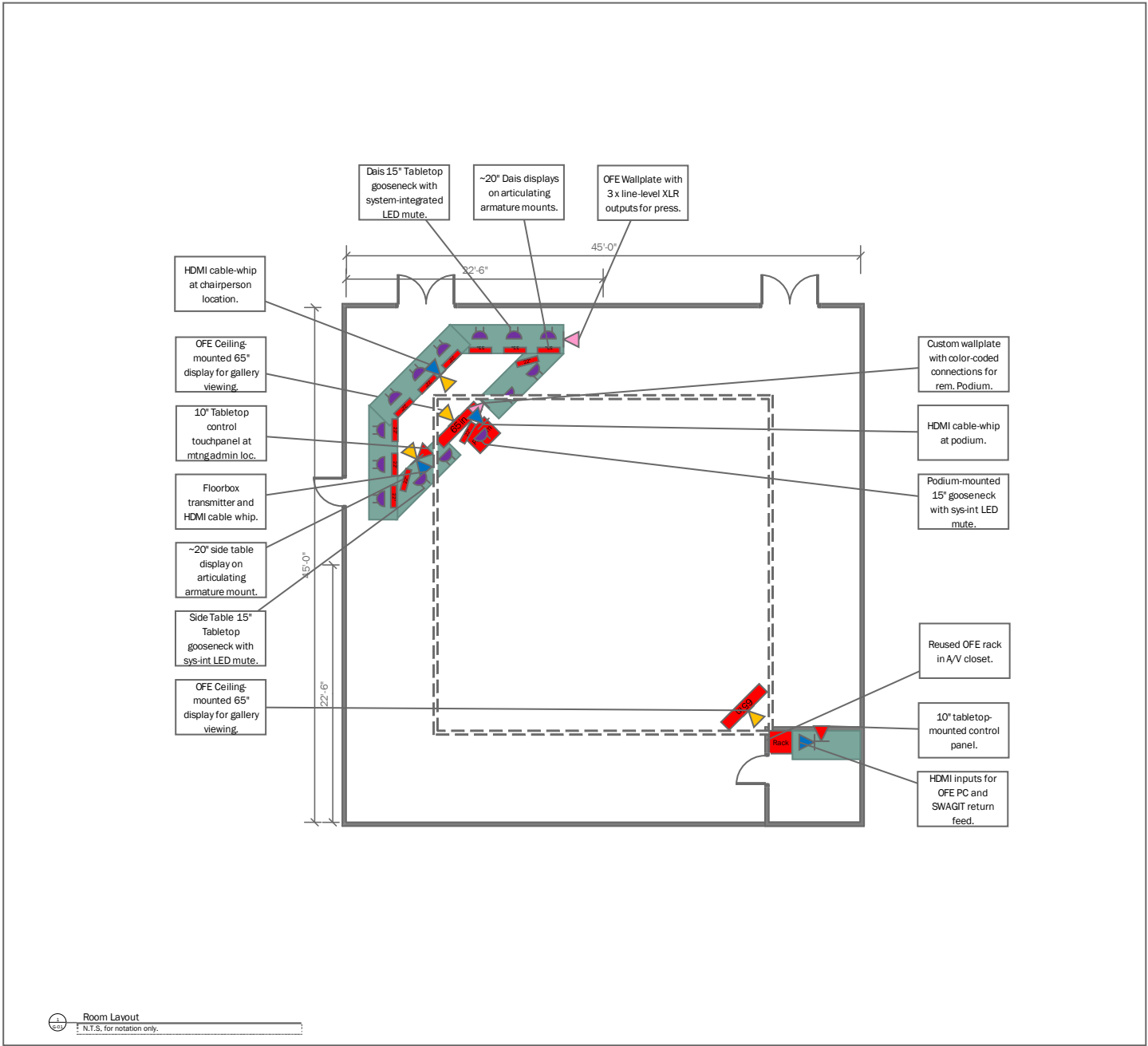
Control System: Control achieved through the previously mentioned 10” touchscreens placed at the meeting administrator’s location and the control room. These primary touchscreens provide a simple, intuitive easy-to-use interface that delivers room control via fully automated system on/off macros, content selection inputs and control, as well as individual display control. System on features places the room in a known-good startup configuration with all inputs, microphones, and audio reset to a pre-arranged standard so that the system “just works” when turned-on. Secondary pages on the touchpanel provide advanced audio control, via a virtualized sound board, as well as delivering feedback the tabletop and podium microphones reflection of the mute status chosen from control system via the microphone’s built-in LED status indicator (red = muted microphone, green=open microphone). Also, content audio control and mute, room audio control and mute, and production feed audio and mute are all present on this touchpanel.

A/V Rack and Cable Management: Equipment stored in the current rack within the A/V closet, and existing cabling pathways used for all cabling to needed areas.

Approach:

Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality’s project manager, will manage communication, project progress, and issues. Project expected to take 5 days for installation with an overlapping 1-2 days to commission.

Room Layout:



Pricing

QTY	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1	TIPS	This Quote is produced for the The Interlocal Purchasing System			
1	DIR-TSO-3889	This Quote is produced for the Texas DIR Contract DIR-TSO-3889 (Visionality)			
1		*****A/V Equipment for Council Chambers***** ***Video Equipment*** *Room Displays* 2 x OFE Ceiling-mounted 65" LED/LCD Displays ***Per-Station Equipment*** **Dais** *Microphones* 9 x 15" Gooseneck Green/Red LED Dual Flexible Cardioid Mics and Bases *Dais Display Monitors* 9 x 22" HD Displays on half-height articulating armature mounts. *Video Inputs* 1 x HDMI Cable-Whip Input at Chairperson Station 1 x HDMI for OFE for Voting/Agenda System 1 x Barco Clickshare CSE-100 with USB Puck for Presentation from Non-Cabled Front Tables *Control Interfaces* 1 x 10" Touchpanel with Tabletop Mounting Kit at Control Station **Dais-Front Tables** *Microphones* 3 x 22" HD Displays on full-height articulating armature mounts (one near podium). *Displays* 2 x OFE ~20" HD Displays (must be 1080p with an HDMI Input) **Removable Podium** *Microphones* *Video Input* 1 x HDMI Cable-Whip atop Podium *Wallplate, Making Podium Connections Removable* 1 x Custom Color-Coded Wallplate for Removable Podium Connections **Control Room** *Video Inputs* 1x AV Bridge for Client-Based VTC on OFE PC 1 x HDMI for OFE PC for Client-Based VTC 1 x HDMI Cable-Whip and HDMI Input for OFE PC at Control Station at Dais 1 x HDMI Return feed from SWAGIT	\$47,115.08	\$32,419.05	\$32,419.05

VISIONALITY

1778 N. PLANO RD #211B
RICHARDSON, TX 75081

RAB013020M-03A

QUOTES@VISIONALITY.COM

(214) 276-0124

Control Interface
 1 x 10" Touchpanel with Tabletop Mounting Kit
 Audio System
 Digital Signal Processor
 1 x Multi Input/Output System Integrated Digital
 Signal Processor
 1 x DSP to Control System Mic Logic Interface
 Audio Inputs
 Wireless Microphones and Stand
 2 x Shure SM58 Wireless Handheld Mic System,
 Rechargeable
 1 x 35" to 63" Adjustable Mic Stand
 Audio Outputs
 Speaker and Amplification System
 1 x OFE Modular System Amplifier, Reused
 1 x OFE Zoned Speakers, Reused
 1 x OFE Custom Wallplate with 3 Line-Level
 Outputs for Press Train
 A/V Switching and Control System
 1 x All-in-One A/V Switching and Control System
 1 x Set of Video Distribution and Extension
 Equipment
 1 x Web Interface for Tablet/Web Control of
 System
 1 x Apple iTunes Application for iPad Control of
 System
 1 x SWAGIT Custom Output Plate
 1 x SWAGIT Signal Up/Down/Cross Converter
 Rack, Display Mounts, and Wallplates
 Room Cabling and Materials
 Equipment Receiving Inspection and Hand
 Delivery

1	Rack, Display Mounts, and Wallplates	\$1,551.00	\$990.32	\$990.32
1	Room Cabling and Materials	\$3,274.34	\$2,040.59	\$2,040.59
1	Equipment Receiving Inspection and Hand Delivery	\$1,540.00	\$893.00	\$893.00

TOTAL LIST	\$53,480.42
TOTAL DISCOUNT	\$36,342.96
PRICE	
SHIPPING	\$0.00
SALES TAX	\$0.00
TOTAL	\$36,342.96

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- “Hard Points” for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current structures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
 - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
 - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
 - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
 - Computer Network jacks are to be tested with information for connection readily available.
 - Firewalls and routers will be configured with proper ports opened .
 - Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
 - Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storage fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

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A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Terms and Conditions

Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; fee access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

Designs That Compute is a Texas HUB

This Quote Valid for 30 days from date above

All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

Non-Solicitation.

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars (\$50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

Designs That Compute is a Texas HUB

This Quote Valid for 30 days from date above

All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

Abilene EOC Microphones

10/5/2020



VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

Prepared for:

Abilene, City of

Mari Cockerell

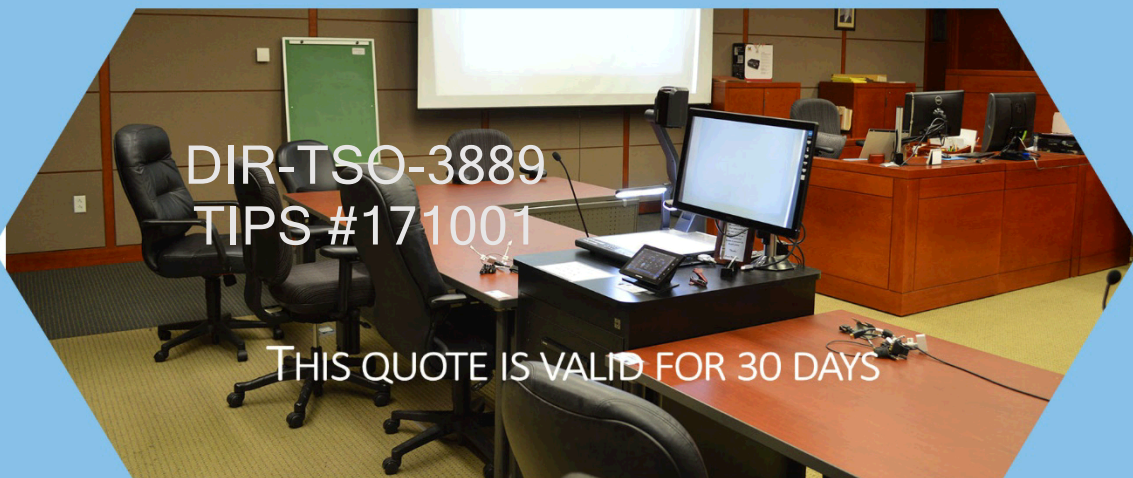
RAB100520A-02

Richard Barnett

Operations Manager

richard@visionality.com

(214) 276-0124



THANK YOU FOR ALLOWING VISONALTY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. We can also recommend all of the ancillary systems and equipment necessary to achieve the level of telepresence needed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or need changes more closely meet your needs, We are always here to serve you.



Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Abilene, City of** for the express interest of offering products and services to **Abilene, City of**. The particulars of this proposal must remain confidential between the personnel of **Abilene, City of** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITION:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visonality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Abilene, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visonality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed certification tests in audio visual systems. Further, our personnel hold certifications in many Audio Visual manufacturers' equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

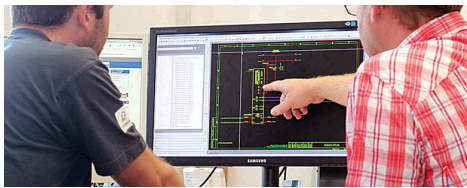
OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



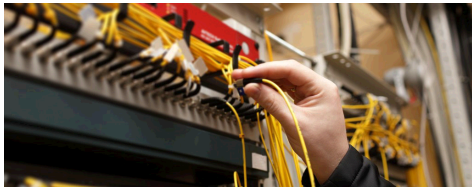
CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs and the layout and unique properties of the location in which the audiovisual technology will be used.



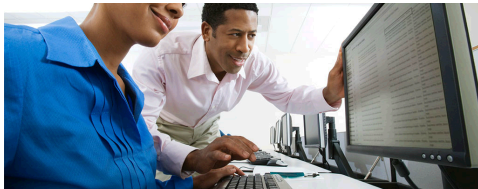
DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programmers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Awards and Major Contracts:

	Fastest Growing Companies in Colin County	2005 2006 2007
	Trained to Infocomm Emerald Standards	Since 2009
	Integration Member	Since 2004
	Multiple Contracts State Contract Holder	Since 2005
	Multiple Contracts Contract Holder	Since 2007

Visionality is a HUB with the state of Texas CISV 752151015

Vendor # 74449



VISIONALITY
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

RAB100520A-02

QUOTES@VISIONALTY.COM
(214) 276-0124

References

Why Visionality ?

The University of Texas
ARLINGTON.

The University of Texas at Alrington

UTA is one of our largest customers for whom we have installed numerous custom distance learning rooms as well as network infrastructure equipment. They are long-time clients and we are honored to serve them.

Crystal Livingston

The University of Texas at
Arlington

817-272-2068

crystal@uta.edu



Victoria College. Visionality began its relationship with Victoria College almost a decade ago, providing Polycom infrastructure and endpoints for their distance education programs.

Jeremy Gould

Director – IT

(361) 582-2474

jeremy.gould@victoriacollege.edu



Blinn College Visionality has served Blinn College for 7 years, providing distance education endpoints to several of their campuses. Recently we have moved or upgraded eight education rooms with high definition.

Michael Welch

Dean Academic Technology
Services

Blinn College

902 College Ave

Brenham, TX 77833

979 209-7403

mwelch@blinn.edu

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Statement of Work

Abilene EOC Microphones

Executive Summary:

Visionality has been asked to Capture the Audio for a Swagit integraton in the Abilene EOC. Visionality will install two wireless microphone receivers in a rack. This rack will be located near the Podium and VGA input 1 PC. There will be two wireless microphones that can be used either independently or together, 1 Handheld and 1 Bodypack with a Lapel Microphone. Visionality will install a VGA Splitter at VGA1 PC. Output 1 Will go to the OFE System. Output 2 will be able to go to the Swagit System. (Swagit will be in charge of running this cable.) Audio output from output two will go into the Visionality Audio system along with the two microphones. These microphones will feed 1 Optional Local Sound Monitor for allowing people in the room to make sure that the microphones are picking up sound and the second feed will go out to Swagit. There will be 1 Mute Button that will mute the system going out to swagit. It will show Red when Muted Green when not Muted. This will be mounted to the Visonality rack that will be located next to VGA1 PC.

Pricing

QTY	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1	TIPS	This Quote is produced for the The Interlocal Purchasing System			
1	DIR-TSO-3889	This Quote is produced for the Texas DIR Contract DIR-TSO-3889 (Visionality)			
1		Microphone and Video Components	\$6,500.31	\$4,938.96	\$4,938.96
		VGA Splitter			
		Bodypack Transmitter and Lavalier Microphone			
		SM58 Handheld Microphone			
		Two Channel Wireless Microphone Receiver			
		Rechargeable Batteries and Recharging Station			
		OFE PC Audio Input			
		Audio Processor			
		Mute Button			
		6RU Rack			
		Rack Equipment			
1		Optional Audio Monitor for in room Preview	\$599.00	\$569.05	\$569.05
1		Installation, Integration, and Comissioning	\$3,508.20	\$2,127.03	\$2,127.03
1	VS-SLS-1	Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year)	\$364.78	\$346.54	\$346.54
			TOTAL LIST		\$10,972.29
			TOTAL DISCOUNT PRICE		\$7,981.58
			SHIPPING		\$0.00
			SALES TAX		\$0.00
			TOTAL		\$7,981.58

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Responsibilities *(Unless otherwise specified above)*

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- Testing new system and making sure all is properly operational from both the hardware and software perspective.
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- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

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- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- “Hard Points” for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current structures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
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- Required Local Permits and/or plan approvals.
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- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
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 - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
 - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
 - Computer Network jacks are to be tested with information for connection readily available.
 - Firewalls and routers will be configured with proper ports opened .
 - Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
 - Adequate bandwidth will be provided for the equipment chosen.
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Integration, Commissioning, and Sign-Off:

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A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

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To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

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This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; fee access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

Designs That Compute is a Texas HUB

This Quote Valid for 30 days from date above

All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

Non-Solicitation.

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars (\$50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

Designs That Compute is a Texas HUB

This Quote Valid for 30 days from date above

All Prices Subject to Shipping Charges and Sales Tax – Where Applicable

Silver Service

Prepared for: Abilene, City of

Keep your equipment operational with a Visionality Service

- **Longevity.** Visionality has been serving the public for three decades.
- **Experience.** Visionality understands traditional AV integrations as well as networks. We have been putting in networks solutions for over twenty years and have touched hundreds of backbone appliances as well as cloud integration.
- **Service Support.** Our dedicated support staff can take your call quickly. Many times problems can be solved over the phone. We also provide technicians that can come on site to service your product.
- **Certifications.** Visionality believes in training. We have certifications from most of our vendors as well as the primary industry certification center, AVIXA.
- **Speed.** Visionality can take the headache out of working with the manufacturer on an issue. Our expert team will pinpoint the proper piece of equipment that is causing the problem. If we need to engage the manufacturers, our experience and credentials with that manufacturer often shorten that process.
- **Industry knowledge.** As an independent reseller, we have a deep knowledge of many products from many manufacturers across the industry. This enables us to better service our customers who may have legacy or unusual products.
- **Focus.** Since our support staff focuses on Audio Visual and Videoconferencing technologies, the technician who answers the phone is trained to solve your problem. This ends the service queue headache in many companies where much of your time is spent just finding the proper support staff.
- **Call Management.** We employ technology in our call center to efficiently track your ongoing service concern. Visionality uses technology to keep logs on ongoing service issues and we use our service database to reduce time in verification of service programs.



Silver Service

Visionality offers several levels of service

- **Silver Service** provides unlimited remote technical support for your new system. Our trained professionals can work with our customers to diagnose problems. If there is a problem with a component, they can arrange for the repair or replacement of that component.

- **Gold Service** is available within 30 miles of one of our facilities. Gold Service provides all the same benefits as Silver Service as well as adding unlimited on-site support for repairing the system.

- **Gold Limited Service** is available outside the Dallas/Fort Worth and San Antonio areas. It offers the same benefits as Gold service however we limit the number of calls that we can dispatch for service. This allows us to offer Gold service to some customers who are not in our coverage areas.



**This Proposal is for Visionality Silver Service
which includes:**

- Unlimited telephone support during normal business hours.
- On-site support can be provided at an additional charge on a per visit basis.
- Replacement parts are covered using standard Manufacturer's Warranty
- Some part maintenance has been enhanced with extended service as specified.
- Assistance with software upgrades.
- Reported Visionality software problems addressed
- Feature requests addressed with engineering options
- Visionality will handle servicing failed components through factory repair.
- Visionality software is warranted free from defects for the term of the contract.

Silver Service

Service Summary

Service Level	Silver Service
Customer	Abilene, City of
Location	555 Walnut St
	Abilene TX
Start Date	2/1/2000
End Date	1/31/2001

Coverage. The contract covers the following locations and equipment

Service Object	Location	Description	Price
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Items having extended service. These items have additional services such as software upgrades from the factory or next day parts.

Service Item	Serial Number
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Purchase & Installation of new video and audio/visual system in Council Chambers



Purchase & Installation of new video and audio/visual system in Council Chambers

- Continue working with Swagit video service to purchase and install latest 'Avior' video system in Council Chambers that will add two cameras to our current set-up, and allow for picture-in-picture broadcast, which will be used to provide sign language interpretations of City Council meetings and news conferences from Chambers.
- Chambers' existing 'Cosmos' video system will be relocated to Emergency Operations Center (EOC) at City Hall to allow for streamlined recording of various training sessions and meetings held in the EOC. Will also enable live broadcast from EOC. Visionality will add two wireless microphones to EOC Cosmos system.
- Visionality will install new audio/visual system that will correct audio level issues and allow for better control of audio within Chambers. Dais monitors will be replaced, presentation computer will be moved to lower left dais from back closet, media plug-ins will be moved to back center of Chambers, and remote meeting system integration included.
- Swagit video upgrades: \$56,425.00 (CARES: \$45,725 PEG: \$10,700)
- Visionality audio/visual upgrades: \$66,371.88 (CARES: \$36,342.96, PEG: \$30,028.92)
- Installation: 6-8 weeks from purchase order, onsite install and training: 2-3 weeks



Purchase & installation of video & audio/visual system in Chambers

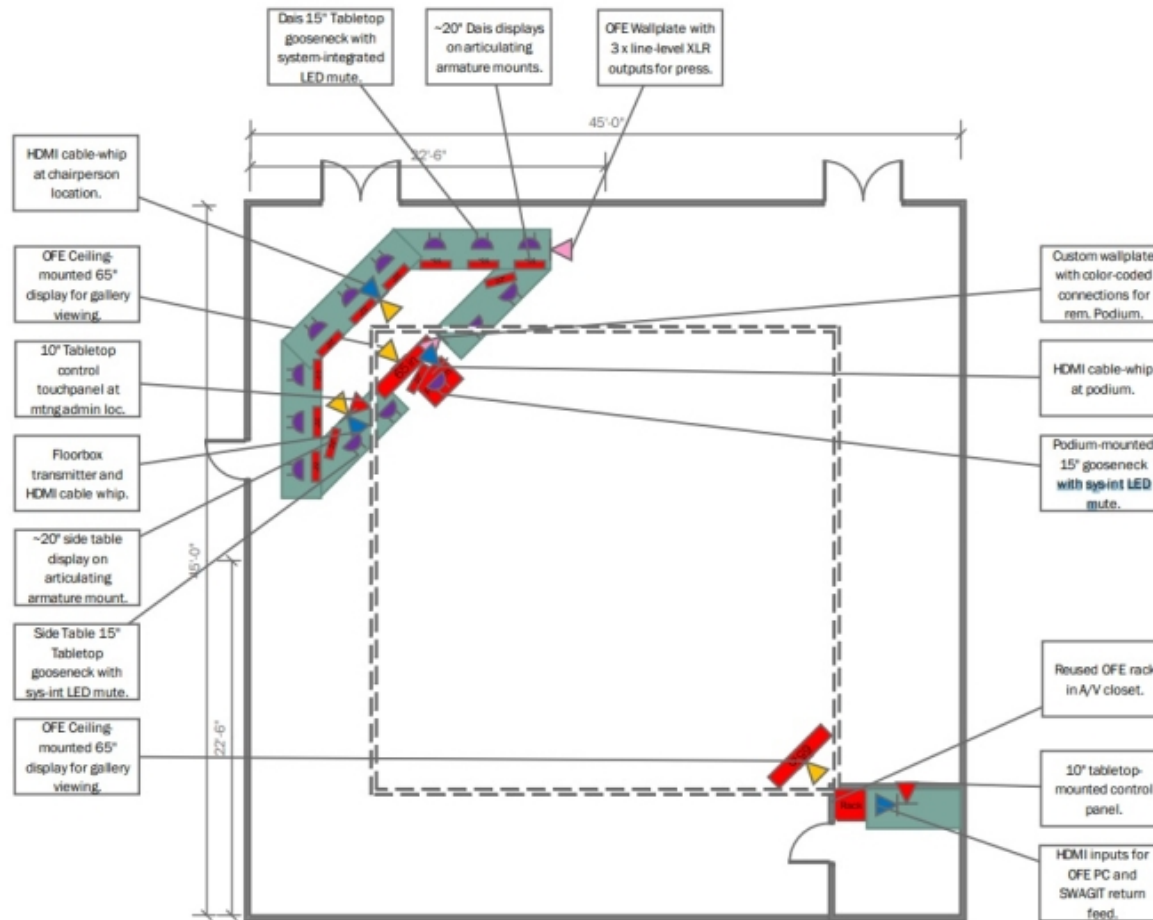


**Example of Swagit Avoir video system:
Hays County, Texas Commissioners Court**

- **Picture-in-picture broadcast**
- **Additional 4th-line graphic lower third**
- **4+ HD broadcast**
- **Closed circuit broadcast ability**



Purchase & installation of video & audio/visual system in Chambers



Visionality diagram of audio/visual equipment & installation

- 14 mounted microphones (9 dais, 4 lower side desks, 1 podium), 2 wireless handheld microphones.
- 12 mounted displays (9 dais, 2 lower side desks, 1 podium. City Secretary/meeting administrator display includes touch panel for system and audio control.
- Two locations to allow for control of presentations and overall system; one at City Secretary/meeting administrator desk, second at back control closet.





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendments to the Visual Arts Jury Bylaws (Lesli Andrews)

GENERAL INFORMATION

The Visual Arts Jury shall serve as an advisory commission to the City Council of the City of Abilene to oversee:

1. "Art in Public Places" means any visual work of art displayed for two weeks or more in an open city-owned area, on the exterior of any city-owned facility, within any city-owned facility in areas designated as public area, lobbies, or public assembly areas, or on non-city property if the work of art is installed or financed, either wholly or in part, with City funds or grants procured by the City.
2. "Work of Art" shall include, but shall not be limited to, a sculpture, monument, mural, fresco, relief, painting, fountain, banner, mosaic, ceramic, weaving, carving, and stained glass. The term "work of art" would normally not include landscaping, paving, or architectural ornamentation.
3. "Permanent Installation" means a work of art in a public place intended to remain or remaining for one year or more.
4. "Temporary installation" means a work of art in a public place intended to remain for less than one year.

SPECIAL CONSIDERATIONS

The 11 member Visual Arts Jury would like to change the number required for a quorum from 7 to 6 members. They would also like to designate the 4th Monday of August and 4th Monday of

March at 1:00PM as annual recurring meeting dates.

FUNDING/FISCAL IMPACT

No fiscal impact.

STAFF RECOMMENDATION

Staff recommends approval of the recommended changes of the bylaws from the Visual Arts Jury Board.

Staff also request to update the following:

- 1) Membership - "the Director of the Abilene Fine Arts Museum" to "the Director of The Grace Museum"
- 2) Membership - "McMurry College" to "McMurry University"

BOARD OR COMMISSION RECOMMENDATION

The Visual Arts Jury approved the changes at the meetings on May 13, 2020 for quorum and August 27, 2020 for meeting dates.

ATTACHMENTS:

1. Resolution to Amend Visual Arts Jury ByLaws - Quorum and Meeting Dates
2. 10_22_2020 DRAFT Redline Visual Arts Jury Board Bylaws
3. 10_22_2020 DRAFT Clean Visual Arts Jury Board Bylaws
4. Visual Arts Jury Council Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AMENDING THE BYLAWS OF THE VISUAL ARTS JURY**

WHEREAS, in 1988 the City Council created the Visual Arts Jury with the purpose of reviewing and making recommendations on works of art that shall become the property of the City of Abilene, displayed in public places; and

WHEREAS, the City Council recognized that professional expertise is desirable in artistic matters; and

WHEREAS, the Visual Arts Jury has requested amendments to its Bylaws created in 1988, those changes being the reduction of a meeting quorum from seven members to six members, and setting two meeting dates per year rather than “as necessary;” and

WHEREAS, the Visual Arts Jury members voted to approve the changes to the Bylaws at its May 13 and August 27, 2020 called meetings; and

WHEREAS, City Staff recommends that the Director of the Abilene Fine Arts Museum be updated to the Director of The Grace Museum, and that McMurry College be updated to McMurry University.

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

PART 1: That the City Council approves the Visual Arts Jury Bylaws amendments as attached hereto as Exhibit “A”.

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

ADOPTED this 22 day of October, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

VISUAL ARTS JURY ARTICLES & BY-LAWS

Article I Purpose

The Visual Arts Jury shall serve as an advisory commission to the City Council of the City of Abilene, and shall have those powers granted by Resolution of the City Council and those which may be hereafter approved by the City Council.

The Visual Arts Jury shall perform such other duties and undertake such other responsibilities as the City Council may from time to time direct.

Article II Membership

The Visual Arts Jury shall consist of eleven members: The Designee of; or the President of the Cultural Affairs Council; the Director of ~~T~~the ~~Abilene-GraceFine Arts~~ Museum; the President of the Abilene chapter of the American Institute of Architects; the heads of the art departments of Abilene Christian University, Hardin-Simmons University, and McMurry ~~UniversityCollege~~. Additional four members-at-large shall be appointed by the Mayor.

Section 1. Terms of Office. Members appointed to the jury by virtue of their art affiliation shall serve until they vacate the position. The four members-at-large shall serve three year terms.

Section 2. Chairperson. The chairperson shall be elected by the jury at the first meeting following the beginning of the City's fiscal year. He/She shall serve a one year term and may be re-elected for one additional term.

Section 3. Vacancies. In the event there is a vacancy caused by a member of the Visual Arts Jury leaving their position with the college, museum, etc., they will no longer serve on the jury. The person replacing them will be asked to serve on the jury as soon as they assume their position.

If there is a vacancy in a position appointed by the Mayor, the Mayor shall make every attempt to fill the position within 30 days.

Article III Meetings

Section 1. Meetings. The Visual Arts Jury shall meet on the 4th Monday in August and the 4th Monday in March at 1:00 P.M.as necessary. Special meetings may be called by the chairperson or by any three members of the Visual Arts Jury upon personal notice being given to all members or by written notice being mailed to each member seventy-two (72) hours prior to such

meeting and posted on the bulletin board at City Hall. All meetings shall comply with the Open Meetings Act.

Section 2. Quorum. At any duly called meeting of the Visual Arts Jury ~~six (6)~~^{seven (7)} of the respective members constitute a quorum.

Section 3. Conduct. The meetings shall be conducted in accordance with Robert Rules of Order.

Article IV Definitions

For the purpose of these by-laws, unless it is plainly evident from the context that a different meaning is intended, certain terms as used herein are defined as follows:

- (1) "Art in public places" means any visual work of art displayed for two weeks or more in an open city-owned area, on the exterior of any city-owned facility, within any city-owned facility in areas designated as public area, lobbies, or public assembly areas, or on non-city property if the work of art is installed or financed, either wholly or in part, with city funds or grants procured by the city.
- (2) "Work of art" shall include, but shall not be limited to, a sculpture, monument, mural, fresco, relief, painting, fountain, banner, mosaic, ceramic, weaving, carving, and stained glass. The term "work of art" would normally not include landscaping, paving, or architectural ornamentation.
- (3) "Permanent installation" means a work of art in a public place intended to remain or remaining for one year or more.
- (4) "Temporary installation" means a work of art in a public place intended to remain for less than one year.

Article V Duties of the Visual Arts Jury

The duties of the Visual Arts Jury with respect to the art in public places program shall be as follows:

- (1) To advise the city in matters pertaining to the quality, quantity, scope and style of art in public places,
- (2) To advise and assist the Cultural Affairs Council Director and other directors of public bodies in the selection and commissioning of artists with respect to the design, execution and placement of art in public places and, pursuant to such methods, to advise the Cultural Affairs Council Director on the selection and commissioning of artists for such purposes.
- (3) To review plans for the installation of art in public places.

- (4) To review the inventory of art in public places and to advise the city in matters pertaining to the maintenance, placement, alteration, sale, transfer, ownership, and acceptance or refusal of donations of, and other matters pertaining to, art in public places.
- (5) To recommend the retention of consultants, consistent with the city's consultant selection procedures, to assist the city and the Visual Arts Jury in making decisions concerning the art in public places program as may be appropriate.

Article VI Standards for Review

In performing its duties with respect to the art in public places program, the Visual Arts Jury shall give special attention to the following matters:

- (1) Conceptual compatibility of the design with the immediate environment of the site.
- (2) Appropriateness of the design to the function of the site.
- (3) Compatibility of the design and location within a unified design character or historical character of the site.
- (4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work or art.
- (5) Preservation and integration of natural features with the project.
- (6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept.
- (7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community.

Article VII General Rules for Art in Public Places

Section 1. Approval. All permanent installations must be reviewed by the Visual Arts Jury. Temporary installations shall receive the prior review and advice of the Director of the Cultural Affairs Council and the Visual Arts Jury. Permanent installations shall not be removed, altered, or changed without the prior review of the Visual Arts Jury.

Section 2. Procedure to Obtain Approval for Permanent Installations. The organization or individual interested in donating a work of art to the city must contact the chairperson and schedule an appointment with the Visual Arts Jury at least 30 days prior to the city council meeting at which they would like to obtain final approval. The presentation must include a maquette of the work, slides, or when feasible, the actual work to be donated.

In some instances, if the artist's work is well known, and the work is to be commissioned specifically for the site, the Visual Arts Jury may grant their approval based on slides of previous work.

Section 3. Private Sites for Art in Public Places. No work or art financed or installed either wholly or in part with city funds or with grants procured by the city shall be permanently installed on privately-owned property without a written agreement between the city and the owner specifying the proprietary interests in the work of art, binding the owner to the general rules for art in public places, specifying that the owner shall assure installation of the work of art in a manner which will protect the work of art and the public and that the work of art will be maintained in good condition, and providing for appropriate insurance and indemnification, as well as any other provisions deemed necessary or desirable by the the city attorney.

Section 4. Consultation with the Artist. Installation, maintenance, alteration, refinishing, and moving of art in public places shall be done in consultation with the artist whenever feasible.

Section 5. Inventory of Art in Public Places. The Cultural Affairs Council Director shall maintain a detailed record of all art in public places, including site drawings, photographs, designs, names of artists, and names of architects, whenever feasible.

Article VIII Jurisdiction

If the functions of the Visual Arts Jury overlap the functions of another city committee, commission, board, task force, or the like, the Director of the Cultural Affairs Council, in cooperation with the Visual Arts Jury and such other city body, shall devise a procedure for coordinating such functions to avoid duplication of efforts, to maximize cooperation between city bodies, and to utilize the expertise of the Visual Arts Jury in a manner most compatible with the public welfare.

VISUAL ARTS JURY ARTICLES & BY-LAWS

Article I Purpose

The Visual Arts Jury shall serve as an advisory commission to the City Council of the City of Abilene, and shall have those powers granted by Resolution of the City Council and those which may be hereafter approved by the City Council.

The Visual Arts Jury shall perform such other duties and undertake such other responsibilities as the City Council may from time to time direct.

Article II Membership

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Section 1. Terms of Office. Members appointed to the jury by virtue of their art affiliation shall serve until they vacate the position. The four members-at-large shall serve three year terms.

Section 2. Chairperson. The chairperson shall be elected by the jury at the first meeting following the beginning of the City's fiscal year. He/She shall serve a one year term and may be re-elected for one additional term.

Section 3. Vacancies. In the event there is a vacancy caused by a member of the Visual Arts Jury leaving their position with the college, museum, etc., they will no longer serve on the jury. The person replacing them will be asked to serve on the jury as soon as they assume their position.

If there is a vacancy in a position appointed by the Mayor, the Mayor shall make every attempt to fill the position within 30 days.

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Section 1. Meetings. The Visual Arts Jury shall meet on the 4th Monday in August and the 4th Monday in March at 1:00 P.M.. Special meetings may be called by the chairperson or by any three members of the Visual Arts Jury upon personal notice being given to all members or by

written notice being mailed to each member seventy-two (72) hours prior to such meeting and posted on the bulletin board at City Hall. All meetings shall comply with the Open Meetings Act.

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- (3) To review plans for the installation of art in public places.

- (4) To review the inventory of art in public places and to advise the city in matters pertaining to the maintenance, placement, alteration, sale, transfer, ownership, and acceptance or refusal of donations of, and other matters pertaining to, art in public places.
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- (3) Compatibility of the design and location within a unified design character or historical character of the site.
- (4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work or art.
- (5) Preservation and integration of natural features with the project.
- (6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept.
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Section 3. Private Sites for Art in Public Places. No work or art financed or installed either wholly or in part with city funds or with grants procured by the city shall be permanently installed on privately-owned property without a written agreement between the city and the owner specifying the proprietary interests in the work of art, binding the owner to the general rules for art in public places, specifying that the owner shall assure installation of the work of art in a manner which will protect the work of art and the public and that the work of art will be maintained in good condition, and providing for appropriate insurance and indemnification, as well as any other provisions deemed necessary or desirable by the the city attorney.

Section 4. Consultation with the Artist. Installation, maintenance, alteration, refinishing, and moving of art in public places shall be done in consultation with the artist whenever feasible.

Section 5. Inventory of Art in Public Places. The Cultural Affairs Council Director shall maintain a detailed record of all art in public places, including site drawings, photographs, designs, names of artists, and names of architects, whenever feasible.

Article VIII Jurisdiction

If the functions of the Visual Arts Jury overlap the functions of another city committee, commission, board, task force, or the like, the Director of the Cultural Affairs Council, in cooperation with the Visual Arts Jury and such other city body, shall devise a procedure for coordinating such functions to avoid duplication of efforts, to maximize cooperation between city bodies, and to utilize the expertise of the Visual Arts Jury in a manner most compatible with the public welfare.

Requested Visual Arts Jury Bylaw Modifications



Requested bylaw modifications:

- Change the number of board members to make a quorum from seven (7) to six (6).
- Establish annual meeting dates to occur on 4th Monday of March and 4th Monday of August at 1:00PM.





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Contract with Freese and Nichols, Inc. for the Design of the Cedar Creek Trail Project through RFP #CB-2075 (Lesli Andrews)

GENERAL INFORMATION

City of Abilene voted to pass a 2015 bond for a linear trail along Cedar Creek and Lytle Creek. September of 2020 Requests for Proposals were received for professional services to develop a linear trail. Four Requests for Proposals were received. Freese and Nichols, Inc. was selected at a cost of \$270,700.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Full funding for this project will be paid from the approved 2015 bond funds.

STAFF RECOMMENDATION

Staff recommends approval of entering into a contract with Freese and Nichols, Inc. for the approximate 1.4 miles of trail design and development.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 10_22_20 Resolution Freese and Nichols - Cedar Creek Trail
2. Cedar Creek FNI Professional Services Contract
3. Presentation Resolution Cedar Creek Trail Contract Freese and Nichols

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FREESE AND NICHOLS, INC. FOR THE DESIGN AND DEVELOPMENT OF APPROXIMATELY 1.4 MILES OF CEDAR CREEK TRAIL PROJECT.

WHEREAS, the City of Abilene voted to pass a 2015 bond for a linear trail along Cedar Creek and Lytle Creek; and

WHEREAS, in September of 2020 Requests for Proposals were received for professional services to develop a linear trail along Cedar Creek and Lytle Creek; and

WHEREAS, four Requests for Proposals were received: and

WHEREAS, Freese and Nichols, Inc. was selected at a cost of \$270,700.00.

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 Freese and Nichols, Inc. for development and design of a linear trail along Cedar Creek and Lytle Creek.

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

ADOPTED this 22nd day of October 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the _____ 13th _____ day of _____ October _____, 2020 _____, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and _Freese and Nichols, Inc. _____, a _____ Corporation _____ organized under the laws of the State of Texas (“Consultant”).

The City is engaged in design and development of a linear trail along Cedar Creek and Lytle Creek and desires to engage the services of Consultant, 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 Consultant is a[n] qualified architect/engineer properly licensed to practice in the State of Texas. Consultant desires to render professional services to the City on the terms and conditions provided in this Contract.

The Consultant 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 Consultant. 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 Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant 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 Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

The Consultant is an Independent Contractor. Consultant and Consultant'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

All documents and materials prepared by Consultant under the terms of this contract are the Consultant's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested*. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant 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.

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

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

“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.

B. Indemnity

The Consultant 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 Consultant or the Consultant’s agent, or another entity over which the Consultant exercises control.

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

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

The City and Consultant must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Consultant 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 Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant fails to timely comply with the insurance requirements.

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

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

Before the City executes the notice to proceed with any work under this agreement, the Consultant 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 Consultant 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 agreement is made.
2. Provide for 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>_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>_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 30 days written notice by City to Consultant. In the event of termination, Consultant will be compensated for work satisfactorily performed before the termination date.

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

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

XIII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Consultant 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 Consultant. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Consultant'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:

**Lesli Andrews
633 Walnut St.
Abilene, TX 79601**

Consultant – ATTN:

**Bryan Janhsen, RLA
10497 Town & Country Way, Ste 500
Houston, TX 77024**

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

Consultant 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. Consultant 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 bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Consultant -- not 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 in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

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 Consultant. The Consultant 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 Consultant 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. BOYCOTT OF ISRAEL

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

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

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

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

By:

Name:

Title:

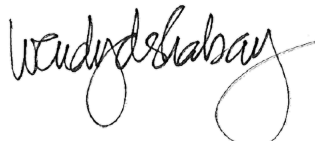
ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: 

Name: Wendy D. Shabay, FAICP

Title: Principal/Vice President

Address: 4055 International Plaza, #200
Fort Worth, TX 76109

Phone Number: 817-735-7300

Federal Tax ID#: 75-1531935

ATTEST: (if corporation)



Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Insert FNI Scope here.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION 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 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 ____

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

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

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

OPTION 3 _x_

Payment is a fixed fee amount of \$270,700.00 (Two hundred seventy thousand – seven hundred dollars and no cents) payable per Basis of Compensation Schedule on a percent complete basis upon completion of the work and written acceptance by City's Project Representative.

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

Before final acceptance of this project by the City, the 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.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) ____

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) X

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/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the 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 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.

Attachment A
SCOPE OF WORK
CEDAR CREEK TRAIL DEVELOPMENT
Abilene, Texas
October 12, 2020

I. PROJECT DESCRIPTION

Freese and Nichols, Inc. ("FNI") will perform professional design services for the City of Abilene ("City") to design a 1.4 mile trail project along the east side of Cedar Creek from north of E. South 11th Street (Highway 36) to Stevenson Park and potentially to E. North 10th Street.

FNI has prepared this Scope of Services based upon an office scoping meeting held Monday, September 21st and a field scoping meeting on September 24th. Major work categories covered under this scope of work will include: 1) survey and trail alignment confirmation; 2) topographic surveying; 3) environmental evaluation; 4) hydrologic and hydraulic analysis; 5) Construction Documents (trail layout and low water crossing design and engineering); 6) bid phases services; and, 7) construction administration services.

SPECIAL DESIGN SERVICES

TASK 1 – SURVEY AND TRAIL ALIGNMENT CONFIRMATION

1. FNI will prepare a preliminary base map based on available aerial ortho-photography and available GIS data indicating parcel ownership, road rights-of-way, easements, hydrology/drainage information, utilities, vegetation, and other notable site features. Based on this information, FNI will layout a preliminary trail centerline alignment for review by the City.
2. FNI will attend one (1) teleconference meeting with the Cedar Creek Waterway organization to determine the extent and timing of their overall project plans, and to review any potential impediments that might result from the trail project as they relate to future plans.
3. FNI will field verify the preliminary trail alignment with its surveyor, making any necessary adjustments to the preliminary centerline. The surveyor will establish his survey limits based on this alignment.

TASK 2a – TOPOGRAPHIC SURVEY – ON TRAIL

Topographic survey extents will be determined after a preliminary trail route has been established. Some items in scope listed below will only be prepared or included as determined necessary through field verification of preliminary trail route.

1. The topographic survey shall consist of verification of property monuments found and will include all easements and rights of way of public record and the legal description of the property. Survey will locate horizontally and vertically visible surface features within the project area.

2. Perform an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. Topographic survey data will be mapped in AutoCAD / Civil3D format.
 - a. The City will provide a current boundary survey and any information for the existing site, if readily available.
 - b. A minimum of (3) horizontal/vertical control monuments established utilizing City of Abilene control monuments.
 - c. All visible planimetric features, structures to include dimensions and finished floor elevations.
 - d. Utilities marked on the ground by Texas 811.
 - e. Location of public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, aprons, and other appurtenances. Upstream and downstream sanitary and storm sewer rim and invert data will be shown.
 - f. All visible utility structures including:
 - Fire hydrants, water meters, and water valves
 - Storm drain manholes, catch basins, cleanouts, and culverts
 - Sanitary sewer manholes and cleanouts
 - Vaults, meters, power and light poles
 - g. Grades with break lines sufficient to produce (1) foot contour intervals.
 - h. Easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
 - i. Research and retrieval of subdivision plats, maps and/or deeds delineating the ownership for the properties in the project area.
 - j. Full mapping is included up to the bank of Cedar Creek
 - k. Location of columns, bents, abutments, and structures for overhead features such as roadways and railroad trestles where the trail is planned to go underneath.
 - l. Mapping is included to the near back of curb of all public roadways.
 - m. Location, common name, and trunk diameter of trees over 6-inches in caliper.

TASK 3 – ENVIRONMENTAL EVALUATION

The following scope of services has been prepared to assist the City of Abilene (City) with professional environmental services associated with the proposed Cedar Creek Trail project. It is our understanding that the City is proposing to construct an approximately 1.4 mile, eight to twelve-foot wide trail running generally along the east bank of Cedar Creek from north of E. South

11th Street (Highway 36) to Stevenson Park and potentially to E. North 10th Street. Potential waters of the U.S. (like a stream or wetland) may be crossed by the proposed alignment, which may require a Section 404 permit.

1. Gather and Review Existing Information

Prior to conducting a pedestrian survey within the proposed project area, FNI environmental scientists will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, the USGS National Hydrography Dataset (NHD), and soils data within the area of the proposed project areas.

2. Conduct Pedestrian Survey

FNI environmental scientists will conduct a site visit to make observations within the proposed project area to document existing environmental conditions and assess potential project impacts. The presence and locations of potential waters of the U.S., including wetlands, potential threatened/endangered species habitat, and vegetation cover types will be identified within the area of the proposed project areas.

3. Texas Historical Commission Coordination

Projects sponsored by a political subdivision of the State (including a city) that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require consultation with the Texas Historical Commission (THC) according to Section 191.0525(d) of the Antiquities Code of Texas. Based on the length of the proposed alignment (approximately 1.4 miles) and the potential width of disturbance, the trail construction activities could potentially reach the disturbance threshold. Additionally, in accordance with NWP General Condition 20, Historic Properties, the USACE must consider the effects of activities requiring the issuance of a permit that may have the potential to effect properties listed in or eligible for the National Register of Historic Places, including archeological sites, in order to comply with Section 106 of the National Historic Preservation Act.

If THC coordination is required by the Antiquities Code of Texas, or if NWP authorization is needed, then FNI will draft a consultation letter to the THC for the City's review and comment. FNI will incorporate the City's comments and submit the consultation letter to the THC. Any follow up studies or coordination requested by the THC are not included in this scope of services but can be provided upon written authorization as an ADDITIONAL SERVICE.

4. Prepare Technical Memorandum.

Information gathered during the pedestrian survey, consultation with the THC (if required), and coordination with the design engineers will be used to prepare a draft technical memorandum. The draft memorandum will include discussions of methodologies used, the hydrologic characterization of potential waters of the U.S., and an opinion on their jurisdictional status. This memorandum will also include a discussion of how the proposed project could meet the terms and conditions of a NWP without requiring notification to the USACE. The draft memorandum will be sent to the City for review and comment. Once comments are received, a final technical memorandum will be prepared for the City's records.

TASK 4 – HYDROLOGIC AND HYDRAULIC ANALYSIS

This project is located in the Floodway of the Cedar Creek and Lytle Creek. The preliminary alignment of the trail crosses Lytle Creek near the confluence with Cedar Creek. The crossing is anticipated to be a low water crossing, and no other hydraulic crossings of either creek are anticipated. The project is not anticipated to cause changes to the FEMA floodplain or floodway, so a CLOMR/LOMR is not included in the scope of this project. The items below describe our understanding regarding drainage for the scope of this project.

1. Data Collection and Site Visit - Collect and review available information, including GIS data, existing models and proposed trail plans and perform one site visit
2. FNI will model any proposed changes to Lytle Creek using the City's effective model. FNI will compare the results to determine impacts to water surface elevations, if any, to Lytle Creek. FNI will adjust the design to eliminate water surface impacts to Lytle Creek. This may include grading or Manning Roughness changes.
3. FNI will submit a Floodplain Development Permit and No Rise Certificate to the City and will coordinate with the City Floodplain Administrator for approval.
4. FNI will submit a flood study in the form of a technical memorandum documenting the results from the hydraulic analysis to be submitted with the Floodplain Development Permit to the City.
5. FNI will address City comments on the flood study and floodplain development permit.
6. FNI will coordinate with the Section 404 permitting requirements and TXDOT Categorical Exclusion documents.
7. Because the crossing is anticipated to be a low water crossing, it is anticipated that the design will be resistant to erosion and a scour analysis is not required. Modelling and a full scour analysis will be considered additional services.
8. FNI will address comments from 90% and finalize the Floodplain Development permit.

TASK 5 – MISCELLANEOUS SERVICES

A. RAILROAD TRESTLE CANOPY COORDINATION

This City has negotiated a crossing permit with the Union Pacific Railroad. As part of this agreement, the City must construct a canopy structure over the trail, directly below the elevated section of railroad tracks. The City engaged a structural consultant to prepare signed and sealed construction drawings for this structure. FNI will coordinate with the City's engineering consultant as is necessary and include its drawings and specifications in the overall trail bid package under a separate bid item. Additional Scope from the City's engineering consultant may be required during the coordination of this work.

1. FNI will perform a peer review of the City's engineering consultant's work to determine if any modifications or extra coordination is required to facilitate the trail crossing in this location
2. FNI will coordinate with the City's engineering consultant for necessary structural engineering specifications which may be required for the project manual and contract documents.
3. FNI will extend an offer to the City's engineering consultant to participate in the pre-bid conference and pre-construction meeting.
4. FNI will coordinate any bid phase questions and responses via addendum with the City's engineering consultant.
5. FNI will coordinate any construction phase questions (RFI), submittal reviews, and shop drawing approval with the City's engineering consultant.
6. Construction observation and inspection of the canopy as it relates to the City's engineering consultant's work is not included in this scope and should be performed by the Engineer of Record for the canopy.

B. SWPPP

In conjunction with the completion of the Final Construction Documents, FNI will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the proposed site. Any other environmental engineering services would be considered additional services.

C. GEOTECHNICAL BORINGS AND REPORT

FNI will provide two (2) geotechnical borings and associated soils reports for borings for general trail pavement design and foundation requirements for the low water crossing abutments/wingwalls.

TASK 6 – PROGRAM DEVELOPMENT AND TRAIL MASTERPLANNING

A. FINAL PROGRAM DEVELOPMENT

1. FNI will meet with the City staff to discuss the trail improvement development Program and specifically define the City's goals for the trail development. This meeting will also confirm the final budget allocation by the City for the construction of the trail improvements. In addition to the trail, programming items will include seating areas, overlooks, interpretive signage, site furniture, and the potential use of solar powered cellular call boxes and solar powered safety lighting positioned along the trail in key areas.

B. PRELIMINARY DESIGN CONCEPT

1. FNI will prepare a Preliminary Design Concept Plan for the proposed trail improvements. The Concept will be based upon the current City approved program items, and the estimated construction budget of \$1,000,000.00.
2. FNI will attend one (1) meeting (teleconference) with representatives from the Abilene Office of TxDOT to discuss the crossing underneath Hwy 80.
3. Based upon the approved Preliminary Design Concept Plan, FNI will prepare a Preliminary Cost Estimate for the proposed improvements.
4. FNI will attend one (1) meeting with the City to review the approved Preliminary Design Concept Plan and Cost Estimate to confirm the overall design and obtain City approval before proceeding into the Design Development phase of work. If the City substantially, as solely determined by the City, increases the program and construction budget, FNI will review with the City the required additional fees necessary to cover the increase in scope of work. FNI will not proceed into the Design Development phase until the final program, cost estimates, and consultant design fees have been approved in writing by both FNI and the City.

BASIC DESIGN SERVICES

TASK 7 – CONSTRUCTION DOCUMENTS

A. DESIGN DEVELOPMENT

1. Based upon approval of the Preliminary Design Concept plan from the City, FNI will prepare Design Development drawings for the proposed trail improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
2. The City will provide to FNI all front-end documents, contracts, insurance requirements, general conditions, etc. for use by FNI in preparing the specifications and contract documents.
3. Based upon the Design Development drawings, FNI will prepare a 50% completion cost estimate for the proposed trail improvements.
4. FNI will prepare a preliminary Table of Contents for the specifications and contract documents.
4. FNI will submit the Design Development drawings, Cost Estimate and Table of Contents for the specifications and contract documents to the City for review and approval.
5. FNI will submit the Design Development drawings associated with the Hwy 80 crossing to TxDOT for review and comment.

6. The City will forward, in writing, to FNI all review comments for the Design Development drawings submittal. FNI will obtain these comments and approval from the City prior to proceeding into the final construction documents.

B. FINAL CONSTRUCTION DOCUMENTS

1. Based upon approval from the City for the Design Development drawings submittal, FNI will prepare final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the specifications and contract documents.
2. Based upon the 95% Construction Documents, FNI will prepare a final cost estimate for all the proposed Trail improvements.
3. FNI will submit the 95% Construction Documents and cost estimate to the City for final review and comments. The City will provide FNI final, written comments for all revisions requested to the Final Construction Documents.
4. FNI will submit the 95% Construction Documents associated with the Highway 80 crossing to TxDOT for review and approval.
5. Based upon the final written comments received from the City, FNI will prepare final 100% Construction Documents for the City to utilize in bidding the project.
6. FNI will submit the final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. The accessibility review will include compliance with TAS and ADA requirements. Fees associated with this review will be included as a reimbursable expense.

TASK 8 – BID PHASE SERVICES

1. FNI will attend a pre-bid meeting with City representatives and the potential bidders.
2. FNI will prepare addendum(s), if required, during the bid phase.
3. FNI will assist the City in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the City for award of contract.

TASK 9 - CONSTRUCTION ADMINISTRATION

1. FNI will assist the City by attending a pre-construction meeting, and a maximum of four (4) periodic, 2-hour progress meetings during construction to evaluate completion of work by the Contractor. Should the number of required meetings or amount of meeting time increase, such time can be provided by FNI as an additional service as requested and approved by the City in writing. The City will be responsible for the day-to-day administration of the construction contract.
2. FNI will prepare a written Field Report as necessary for meetings attended during the construction of the project.
3. FNI will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications will also be reviewed each month by FNI and will then be forwarded to the City with the appropriate recommendation.
4. FNI will assist the City in attending one (1) final project walk-through meeting with the Contractor and his subcontractors to review the completion of work. FNI will provide written comments to the City for the preparation of a final "punch list" for work to be completed by the Contractor.

OPTIONAL SERVICES

TASK 2B – TOPOGRAPHIC SURVEY – OFF TRAIL

1. Determination of property monuments associated with all easements and rights of way of public record and the legal descriptions of the property
2. Location, common name, and trunk diameter of trees over 6-inches in caliper.
3. Any additional off trail topographic survey along Cedar Creek.
4. Utilities marked on the ground by Texas 811.
5. Location of underground public utilities as marked by Texas 811 (water, wastewater, storm sewer, electric, and telephone/fiber). Upstream and downstream sanitary and storm sewer rim and invert data.

TASK 10 – PROJECT REPRESENTATION

1. FNI (Engineer) will provide, through its local sub-consultant, Jacob | Martin a Resident Project Representative scheduled for part time (defined as 8 hours per week) for the duration of construction. The duties, responsibilities, and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

- a. Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Engineer and Contractor, keeping Client advised, as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Client with the knowledge of and under the direction of Engineer.

2. Duties and Responsibilities of Resident Project Representative:

- a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with Engineer concerning acceptability.
- b. Conferences and Meetings: Attend meetings with Contractor and Engineer, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - b. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
- d. Shop Drawings and Samples:
 - a. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
- e. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does

not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Client and is not included in the services to be performed by FNI.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- f. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- g. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- h. Reports:
 - a. Furnish to Engineer weekly reports as required of progress of the work and of Contractor's compliance with the progress schedule.
 - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Report immediately to Engineer and Client the occurrence of any accident.
- i. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
- j. Completion:
 - a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- b. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Conduct a final inspection in the company of Engineer, Client and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

3. Limitations of Authority of Resident Project Representative:

- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
- b. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.
- c. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
- d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Client or Contractor.
- f. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
- g. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.

ASSUMPTIONS

- A. FNI will provide the Geotechnical Report that will include boring information for one (1) bore for the low water crossing location, one (1) bore for the trail recommendations, if additional borings are required, FNI will submit an amendment for the additional work.

- B. The City has designated a construction budget of approximately \$1,000,000 for the improvements. Should this construction budget increase substantially, as solely determined by the City, or the City should require a significant number of alternate bid items to be included in the construction document package, FNI and the City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.

The following initial program summary was identified for the Cedar Creek Trail during a scoping meeting and a site walk-thru meeting with FNI and City of Abilene Community Services Department.

The program for the improvements is approximately a 1.4 mile trail and will include:

1. A low water crossing at Lytle Creek
 2. An 8'-12' concrete trail (subject to available budget)
 3. Trail signage which will match City of Abilene's standard trail signage design. The City will coordinate the signage locations and emergency access locations with the Police and Fire Department.
 4. Interpretive signage, seating/overlook areas, minor site furnishings and solar powered cellular emergency call boxes and safety lights.
- C. If not completed by FNI, the contractor will develop a reference Stormwater pollution prevention plan (SWPPP) for the project to reduce the release of sediment and pollution from the construction site.
- D. The City will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should FNI need any additional survey information, the City will provide this information to FNI. All information provided by the City is assumed to be accurate and complete to the level of methods and tools used at the time the information was collected, unless indicated otherwise by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to FNI and any costs associated with acquisition of information will be borne by the City.
- E. Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services
- F. The City will pay for all required governmental processing fees and public notice advertising costs.
- G. This Scope of Services does not include additional mass grading studies other than the required site grading for the proposed trail improvements.
- H. It is anticipated that the trail design will be prepared as one bid package. If additional bid packages are required by City for phasing breakouts, FNI will re-evaluate the scope of services to address additional fees not covered in this scope of work.

- I. If the trail or any of the trail improvements have to be located within or across a utility easement the City will be responsible for negotiating those agreements with the easement holder.
- J. Additional Public Meetings or coordination meetings with the Cedar Creek Waterway group are not included
- K. This scope of services does not include any services for traffic studies or transportation engineering/planning services.
- L. FNI will attend the meetings and/or presentations as described within this scope of services. Any additional meetings, workshops, public hearings, stakeholder meetings, focus groups, or presentations requested by the City will be considered as additional services as authorized by the City.
- M. This scope of services does not include any special marketing graphics, renderings or promotional booklets.
- N. This trail project crosses under an existing railroad trestle. Special conditions, reviews and approvals from the railroad have been granted for this crossing. As part of this approval, the City will construct a protective canopy over the trail as part of the overall trail construction package. The Engineer of Record for the canopy design will be responsible for Construction Administration activities, such as shop drawing approval, submittal approval and construction observation.
- O. FNI will submit the Construction Documents associated with the Highway 80 crossing to TxDOT for review and approval at the submittal milestones as stated in the scope of work. Any additional and separate design plan sets that could potentially arise from this review as required by TxDOT are not included in this scope of work and would be considered an additional service.

ADDITIONAL SERVICES

- A. Additional services not included in this Scope of Services will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or an hourly basis. Items which would be considered Additional Services include those listed in the Assumptions, as noted above, plus any other items beyond this scope of services. Additional Services must receive written authorization from the City before being performed.

PROJECT SCHEDULE

- A. Construction Documents to be 100% complete and delivered to the City within 180 days after Notice-to-Proceed is given to FNI by the City.

**Agreement by and between the City of Abilene (City) and
Freese and Nichols, Inc. (Consultant)**

CEDAR CREEK TRAIL DEVELOPMENT

I. BASIS OF COMPENSATION

The cost for performing these services set forth herein will be as follows:

Special Services

Task 1 – Survey and Trail Alignment Confirmation (Lump Sum)	\$12,000
Task 2a – Topographic Survey – on Trail (Fee not to exceed)	\$27,500
Task 3 – Environmental Evaluation (Lump Sum).....	\$9,200
Task 4 – Hydrologic and Hydraulic Analysis (Lump Sum)	\$14,000
Task 5 – Miscellaneous Services	
Railroad Trestle Crossing Canopy Coordination (Lump Sum)	\$5,500
SWPPP (Lump Sum)	\$5,500
Geotechnical Report (Lump Sum).....	\$5,500
Task 6 – Program Development and Trail Master Planning (Lump Sum)	\$26,000
Sub-Total – Special Services	\$105,200

Basic Design Services

Task 7 – Construction Documents	
Design Development (Lump Sum)	\$30,000
Final Construction Documents (Lump Sum).....	\$52,000
Task 8 – Bid Phase (Lump Sum)	\$8,500
Task 9 – Construction Administration (Lump Sum)	\$24,000
Sub-Total - Basic Design Services	\$114,500

Reimbursable Expenses (Lump Sum)	\$8,000
--	---------

TOTAL - Special Services, Basic Design Services, and Reimbursable Exp. \$227,700

Optional Services (If Required)

Task 2b – Topographic Survey – off trail (Fee not to exceed)	\$15,500
Task 10 – Project Representation (Cost + multiplier/Max).....	\$27,500
Optional Services (If Required)	\$43,000

Resolution: Cedar Creek Trail Contract with Freese and Nichols, Inc.



Request to Enter into a Professional Services Contract with Freese and Nichols, Inc.

- Approximately 1.4 miles of trail design and development to include: (\$227,700)
 - Survey and Trail Alignment
 - Topographic Survey - on trail
 - Environmental Evaluation
 - Hydrologic and Hydraulic Analysis
 - Miscellaneous Services (i.e. Railroad Trestle Canopy)
 - Program Development and Trail Masterplanning
 - Construction Documents
 - Bid Phase Services
 - Construction Administration
- Optional Services (if required)
 - Topographic Survey - off trail (\$15,500)
 - Project Representation (\$27,500)



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Contract to Fletco Services, LP. for Security Access Control Center (SACC) at Dyess Air Force Base (Greg McCaffery)**

GENERAL INFORMATION

This project was advertised as a Public Notice on September 13, 2020, and September 20, 2020, with a bid opening dated October 1, 2020. This contract includes construction and renovation of new and existing facilities and infrastructure at the entrance to Dyess Air Force Base, Texas.

SPECIAL CONSIDERATIONS

This project has an expected duration of 150 days (weather permitting).

FUNDING/FISCAL IMPACT

Funding for this project is through multiple sources including the Defense Economic Adjustment Assistance Grant (State of Texas) at approximately \$616,389, the Development Corporation of Abilene (DCOA) at approximately \$533,330, and Dyess Air Force Base at approximately \$80,052. One hundred percent (100%) of the local grant matching will be provided from previously expended funds (Dyess AFB) and DCOA. There will be no cost outlays by the City of Abilene.

STAFF RECOMMENDATION

Staff recommends award of bid to Fletco Services, LP, Abilene, TX in the amount of \$1,064,000.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Dyess SACC Resolution
2. SACC Contractor Agreement
3. SACC SCOPE OF PROJECT
4. Dyess Letter
5. Project Location -- SACC at Dyess AFB
6. Previous Resolution Supporting DEAAG
7. Previous DCOA Resolution Supporting DEAAG
8. SACC at Dyess AFB

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID TO FLETCO SERVICES, LP, ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for the construction of a new facility and infrastructure as well as expansion and renovation of existing facility and infrastructure at the Security Access Control Center, Dyess Air Force Base, Texas; and

WHEREAS, the project involves construction, renovation and purchasing of capital equipment for the Security Access Control Center, Dyess Air Force Base, Texas; and

WHEREAS, the following bids were received and opened on the October 1, 2020:

Fletco Services, LP., Abilene, Texas	\$1,064,000.00
Don Faulkner Construction, LLC., Abilene, Texas	\$1,144,000.00
Collier Construction, LLC., Lubbock, Texas	\$1,183,000.00
The Crowe Group, Inc., Abilene, Texas	\$1,257,000.00
Alpha Building Corporation, San Antonio, Texas	\$1,258,260.00

WHEREAS, Fletco Services, LP., Abilene, Texas, submitted the best value bid in the amount of \$1,064,000.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Fletco Services, LP., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$1,064,000.00.

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

ADOPTED this 22nd day of October, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Second day of October in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Abilene
P.O. Box 60
Abilene, Texas 79604

and the Contractor:
(Name, legal status, address and other information)

Fletco Services, LP
500 Chestnut Street, Ste. 1615
Abilene, Texas 79602
Ph. 325-734-8470

for the following Project:
(Name, location and detailed description)

Addition to Main Gate Visitor Control Center, Bldg 9265
Dyess Air Force Base
Addition to existing single-story Main Gate building, including related site, mechanical, plumbing, electrical, and fire suppression system.

The Architect:
(Name, legal status, address and other information)

Parkhill, Smith & Cooper,
340 Beech St
Abilene, Texas 79601
325.673.8178 phone

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

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[X] Not later than one hundred fifty (150) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million sixty-four thousand dollars (\$ 1,064,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Stamped Concrete Paving	\$19,000.00
Stone Wall	\$15,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Owner's Contingency	\$50,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor agrees to pay the Owner \$500.00 per day as liquidated damages for each day the substantial completion of this project extends beyond the stipulated substantial completion date.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fourteen (14) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2007;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2007; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2007.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments are due and payable pursuant to the Texas Prompt Payment Act, Texas Government Code 2251.
(Paragraph deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2007, the method of binding dispute resolution shall be

(Paragraphs deleted)

litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2007, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Max Johnson, Assistant Director for Public Works
City of Abilene
P.O. Box 60
Abilene, Texas 79604
325-676-6283

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Bryce Stickney, Regional Manager
Fletco Services, LP
500 Chestnut Street, Ste 1615
Abilene, Texas 79602
325-734-8470

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

Refer to Exhibit C – Boycott of Israel

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraphs deleted)

.3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 Drawings,
see Exhibit A.

(Table deleted)

.6 Specifications,
see Exhibit B.

(Table deleted)

.7 Addenda, if any:

Number	Date	Pages
Addendum 001	9/25/2020	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
N/A		

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Bryce Stickney Regional Manager

(Printed name and title)

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BID FORM

Date: 10-01-2020

Bid of Fletco Services, LP, ("Bidder"), organized and existing under the laws of the

State of TX, doing business as Fletco Services, LP
(corporation, partnership, or individual)

To: THE CITY OF ABILENE, TEXAS

Bidder offers to perform all Work for constructing

DYESS AIR FORCE BASE ADDITION TO MAIN GATE VISITOR CONTROL CENTER Bldg. 9265

according to the Contract Documents and at the prices stated in the Bid Schedule.

Bidder acknowledges receiving Addenda: #1 Addenda 09/25/2020

Bidder certifies (if a joint bid, each party certifies as to its own organization) that this Bid has been arrived at independently and without consultation, communication or agreement with any other bidder or competitor as to any matters relating to this Bid.

Bidder offers to perform all contract work described for a lump sum total of: 1,030,000⁰⁰

The Bid Schedule states the lump sum, unit prices, if requested, and alternate prices.

Bidder offers to complete the project within 150 working days, which time allows for the normal delays associated with inclement weather.

BID SCHEDULE

Show bid prices in words and numerals. Words take precedence over numerals. These Bid prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, profit, and incidentals to cover the finished Work called for in the Contract Documents.

ITEM	PROJECT DESCRIPTION BASE BID	TOTAL
1.	Dyess Air Force Base Addition to Visitor Control Center (Includes Site, General, Mechanical Plumbing, and Electrical Construction)	\$ 950,000
2.	Owners Contingency Allowance (To be included in Base Bid Amount)	\$ 50,000.00
Total Base Bid Amount		\$ 1,030,000

Total Base Bid Amount in Words one million and thirty thousand dollars —

Alternate	PROJECT DESCRIPTION ADD ALTERNATES	TOTAL
1.	Alternate One: Stamped Concrete Paving Written in Words <u>thirteen thousand dollars</u>	\$ 19,000
2.	Alternate Two: Stone Wall Written in words <u>fifteen thousand dollars</u>	\$ 15,000

Respectfully submitted,

Bryce Stickney
 Signature
 Bryce Stickney
 Typed or Printed Name
 Title: Regional Manager
 Address: 500 Chestnut St. Ste 1615
Abilene, TX 79602
 Telephone: 325-280-5853
 Federal Tax I.D. #: 274256475

EXHIBIT A - LIST OF DRAWINGS

SEQUENCE NO.	SHEET NO.	SHEET TITLE
GENERAL		
1	G-001	COVER SHEET
2	G-002	LEGENDS AND ABBREVIATIONS
3	G-003	ACCESSIBILITY STANDARDS
4	G-004	ACCESSIBILITY STANDARDS
5	G-005	CONSTRUCTION SCOPING PLAN
6	G-006	CODE STUDY
CIVIL		
7	C-100	SITE PLAN SURVEY, FOR INFORMATION ONLY
8	C-101	SITE PLAN - NEW CONSTRUCTION
9	C-102	OVERALL GRADING PLAN
10	C-103	SITE PLAN - EAST IMPROVEMENTS
11	C-104	SITE PLAN - WEST IMPROVEMENTS
12	C-105	EAST GRADING PLAN
13	C-106	WEST GRADING PLAN
14	C-107	SITE PLAN - ENLARGED PLAZA - BASE BID
15	C-108	SITE PLAN - ENLARGED PLAZA - BID OPTIONS
16	C-109	SITE DETAILS
17	C-110	SITE DETAILS
18	C-111	SITE DETAILS
STRUCTURAL		
19	S-001	GENERAL NOTES & SPECIAL INSPECTION IBC 2012, & TIMBER NOTES
20	S-002	TYPICAL FOUNDATION AND MASONRY DETAILS
21	S-003	TYPICAL TIMBER NOTES
22	S-101	FOUNDATION PLAN
23	S-111	ROOF FRAMING PLAN
24	S-501	FOUNDATION & FRAMING DETAILS
ARCHITECTURAL		
25	A-101	FLOOR PLAN - DEMOLITION
26	A-102	FLOOR PLAN
27	A-103	REFLECTED CEILING PLAN - DEMO & NEW CONSTRUCTION
28	A-104	ROOF PLAN - DEMOLITION & NEW CONSTRUCTION
29	A-105	FURNITURE LAYOUT PLAN
30	A-201	ELEVATIONS
31	A-301	BUILDING SECTIONS & DETAILS
32	A-302	WALL SECTIONS
33	A-303	WALL SECTIONS
34	A-304	I.D. COUNTER DETAILS
35	A-305	MILLWORK DETAILS
36	A-501	SECTION DETAILS
37	A-502	SECTION DETAILS
38	A-503	ROOFING DETAILS
39	A-601	SCHEDULES
FIRE PROTECTION		
40	FS-101	FIRE SPRINKLER PLANS
41	FS-102	FIRE SPRINKLER DETAILS
42	FA-101	FIRE ALARM/ MASS NOTIFICATION PLAN
43	FA-102	FIRE ALARM/ MASS NOTIFICATION PLAN
MECHANICAL		
44	MP1.0	MECHANICAL SITE PLAN
45	MP1.1	MECHANICAL SITE PLAN DETAILS
46	M2.0	MECHANICAL FLOOR PLAN
47	M3.0	MECHANICAL DETAILS
48	M4.0	MECHANICAL DETAILS
49	M5.0	MECHANICAL DETAILS
PLUMBING		
50	P2.0	PLUMBING FLOOR PLAN
51	P3.0	PLUMBING DETAILS
ELECTRICAL		
52	E001	ELECTRICAL SITE PLAN
53	E100	LIGHTING PLAN
54	E200	POWER PLAN
55	E300	PANEL SCHEDULE

EXHIBIT B - LIST OF SPECS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 11 00 CONTRACT DOCUMENTS
00 32 00 SOIL INVESTIGATION DATA
00 33 00 STORM WATER CONSTRUCTION PERMIT
00 34 00 DEMOLITION NOTIFICATION

DIVISION 01 - GENERAL REQUIREMENTS

01 01 00 SUMMARY OF WORK
01 20 00 ALLOWANCES
01 23 00 ALTERNATES
01 25 00 PRODUCT OPTIONS AND SUBSTITUTIONS
01 26 00 MODIFICATION PROCEDURES
01 29 73 SCHEDULE OF VALUES
01 31 00 PROJECT MANAGEMENT AND COORDINATION
01 32 16 PROGRESS SCHEDULES
01 33 00 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
01 35 00 UTILITIES
01 42 19 REFERENCE STANDARDS
01 45 23 TESTING LABORATORY SERVICES
01 50 00 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
01 66 00 PRODUCTS (TRANSPORTATION AND STORAGE)
01 73 00 EXECUTION REQUIREMENTS
01 73 29 CUTTING AND PATCHING
01 74 23 CLEANING
01 75 00 ADJUSTING, BALANCING AND TESTING SYSTEMS
01 77 00 CONTRACT CLOSEOUT PROCEDURES
01 78 23 OPERATION AND MAINTENANCE DATA
01 78 39 PROJECT RECORD DOCUMENTS

DIVISION 02 - EXISTING CONDITIONS

02 41 19 SELECTIVE DEMOLITION

DIVISION 03 - CONCRETE

03 20 00.00 10 CONCRETE REINFORCING
03 30 00.00 10 CAST-IN-PLACE CONCRETE

DIVISION 04 - MASONRY

04 21 13.13 NONBEARING MASONRY VENEER/WOOD STUD WALLS
04 42 16 NATURAL STONE VENEERS

DIVISION 05 - Not Used

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00 ROUGH CARPENTRY
06 20 00 FINISH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 16 MINERAL FIBER BLANKET INSULATION
07 41 13 METAL ROOF PANELS
07 60 00 FLASHING AND SHEET METAL
07 92 00 JOINT SEALANTS

DIVISION 08 - OPENINGS

08 11 13 STEEL DOORS AND FRAMES
08 14 00 WOOD DOORS
08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 51 13 FIXED ALUMINUM WINDOWS
08 71 00 DOOR HARDWARE
08 81 00 GLAZING

DIVISION 09 - FINISHES

09 29 00 GYPSUM BOARD
09 30 13 CERAMIC TILING
09 51 00 ACOUSTICAL CEILINGS
09 65 00 RESILIENT FLOORING
09 72 00 RIGID VINYL WALLCOVERINGS
09 90 00 PAINTS AND COATINGS

DIVISION 10 - SPECIALTIES

10 14 00.20 INTERIOR SIGNAGE
10 28 13 TOILET ACCESSORIES
10 44 16 FIRE EXTINGUISHERS

DIVISION 11 - EQUIPMENT

11 52 13.19 PROJECTION SCREENS

DIVISION 12 - Not Used

DIVISION 13 - Not Used

DIVISION 14 - Not Used

DIVISION 21 - FIRE SUPPRESSION

21 13 13.10 WET PIPE SPRINKLER SYSTEM, FIRE PROTECTION

DIVISION 22 - PLUMBING

22 05 00 PLUMBING, GENERAL PURPOSE
22 07 19.00 40 PLUMBING PIPING INSULATION

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING

23 00 00 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEMS
23 03 00.00 20 BASIC MECHANICAL MATERIALS AND METHODS
23 05 15 COMMON PIPING FOR HVAC
23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 00 THERMAL INSULATION FOR MECHANICAL SYSTEMS
23 09 33.00 40 ELECTRIC AND ELECTRONIC CONTROL SYSTEM FOR HVAC
23 11 25 FACILITY GAS PIPING

23 23 00 REFRIGERANT PIPING
 23 31 13.00 40 METAL DUCTS
 23 37 13.00 40 DIFFUSERS, REGISTERS, AND GRILLS
 23 81 00.00 20 MULTI V INDOOR UNITS
 23 82 00.00 20 MULTI V OUTDOOR UNITS
 DIVISION 25 - Not Used
 DIVISION 26 - ELECTRICAL
 26 05 00.00 40 COMMON WORK RESULTS FOR ELECTRICAL
 26 05 71.00 40 LOW VOLTAGE OVERCURRENT PROTECTIVE DEVICES
 26 24 16.00 40 PANELBOARDS
 26 51 00.00 40 INTERIOR LIGHTING
 26 56 00 EXTERIOR LIGHTING
 DIVISION 28 - ELECTRONIC SAFETY AND SECURITY
 28 31 76 INTERIOR FIRE ALARM AND MASS NOTIFICATION SYSTEM
 DIVISION 31 - Not Used
 DIVISION 32 - EXTERIOR IMPROVEMENTS
 32 31 19 METAL SLAT FENCE
 DIVISION 33 - Not Used
 DIVISION 34 - Not Used
 DIVISION 35 - Not Used
 DIVISION 40 - Not Used
 DIVISION 41 - Not Used
 DIVISION 42 - Not Used
 DIVISION 43 - Not Used
 DIVISION 44 - Not Used
 DIVISION 45 - Not Used
 DIVISION 46 - Not Used
 DIVISION 48 - Not Used
 -- End of Project Table of Contents --

Exhibit "C"

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

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

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

SCOPE OF PROJECT

The highly-used Dyess AFB Security Access Control Center (SACC), located at the front entrance to the Global Strike Command base in Abilene, Texas, is in serious need of expansion and updating. The number of people who can be processed for base entry in a timely basis needs to be increased. Demand for entry to the base is increasing and with the upcoming basing of the B-21 Bomber, it will only multiply. The current facility will be expanded by 1,060 square feet and 22 parking spaces will be added adjacent to the expanded facility. The work covered by this project consists of the Contractor furnishing all labor, supervision, quality control materials, equipment, machines, tools, services, supplies and incidentals to perform all operations in connection this project in complete and strict accordance with the plans and specifications.

This project incorporates construction of new facility and infrastructure, expansion of existing facility and infrastructure, renovation of existing facility and infrastructure and purchasing of capital equipment. The expansion of the SACC will right-size the operation. All of the area considered for the expansion of the SACC (including the parking lot) is located on Dyess AFB property.

The capital equipment purchase will be generally office furnishings needed in the expanded facility.

The expectation for schedule of this project is approximately one (1) year. Project should begin in Summer 2020 and complete in Summer 2021.

October 15, 2020

Michael Rice – Assistant City Manager
City of Abilene
555 Walnut
Abilene, Texas 79604

Re: Addition to Main Gate Visitor Control Bldg. 9265

On October 1, 2020, proposals were received from six General Contractors to construct an addition to the main gate Visitor's Center at Dyess Air Force Base. Precision Construction Group withdrew their proposal due to a mistake on their submission.

After ranking the legitimate proposals by City of Abilene staff, Fletco Services is the first ranked proposer.

We recommend the City of Abilene award the construction contract to the first ranked proposer, Fletco Services including both Alternates.

We appreciate the opportunity to provide design services to the City of Abilene.

Sincerely,

PARKHILL

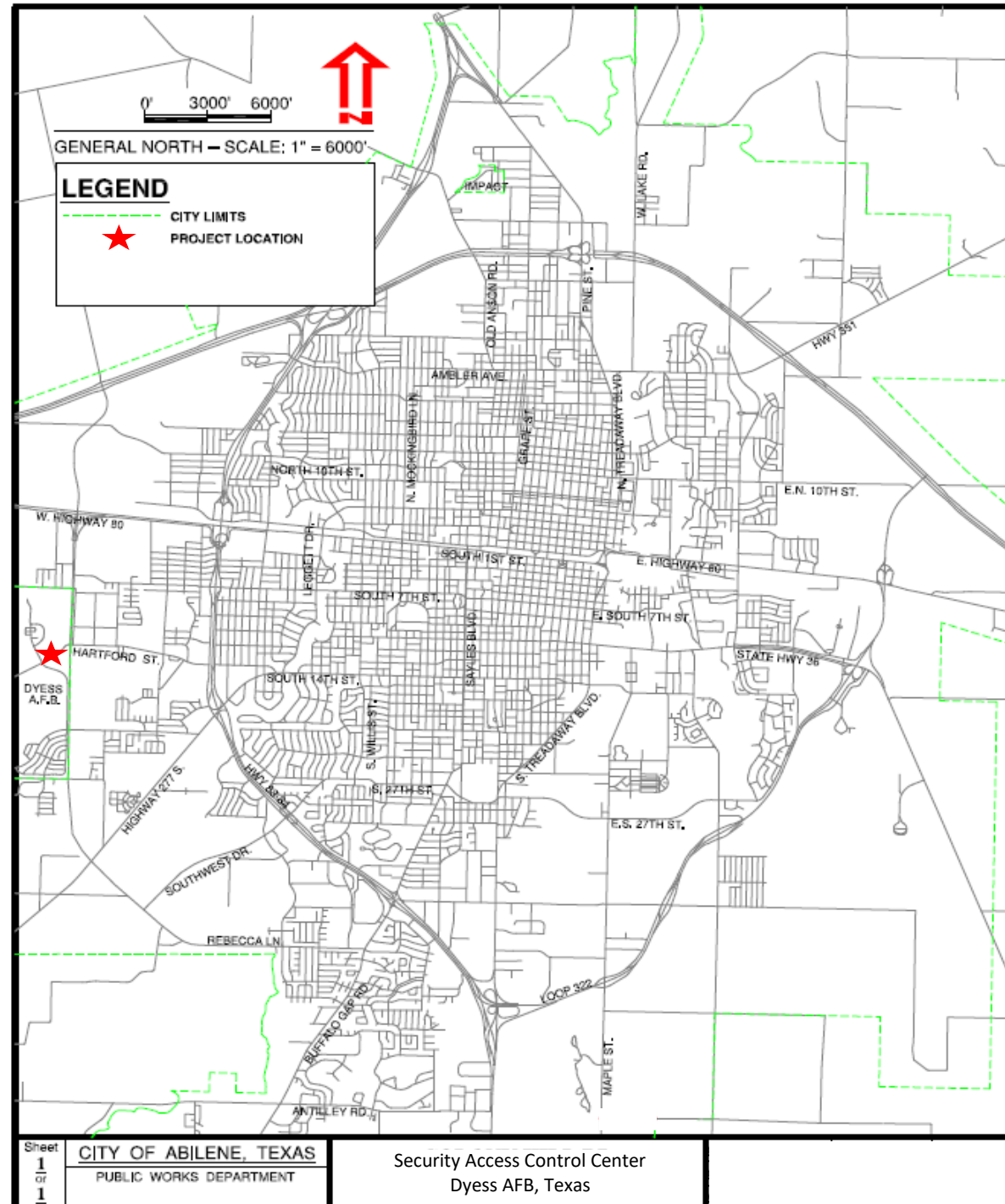
By 
Ruppert Rangel, AIA

Attached: Proposal Tab

City of Abilene
Dyess AFB Main Gate Addition
555 Walnut Street
Abilene, Texas
10/1/2020 2:00 P.M.

PSC Project No. 03.1026.20

Contractor	Attachments Included	Addendum #1	Base Proposal	Alternate 1 Stamped Concrete Paving	Alternate 2 Stone Wall	Total Bid	Duration Days
Don Faulkner Construction	✓	✓	\$1,090,000	\$31,500	\$22,500	\$1,144,000	230
Collier Construction	✓	✓	\$1,140,000	\$24,000	\$19,000	\$1,183,000	215
The Crowe Group	✓	✓	\$1,218,000	\$27,000	\$12,000	\$1,257,000	300
Fletco Services	✓	✓	\$1,030,000	\$19,000	\$15,000	\$1,064,000	150
Precision Construction Group	✓	✓	\$686,000	\$13,250	\$22,275	\$721,525	180
Alpha Building Corporation	✓	✓	\$1,202,859	\$28,879	\$26,522	\$1,258,260	165



RESOLUTION NO. 29-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, IN SUPPORT OF THE CITY OF ABILENE'S APPLICATION FOR THE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT PROGRAM (DEAAG) IN ORDER TO ENHANCE THE VALUE OF DYESS AIR FORCE BASE AS A WHOLE WITHIN THE DEPARTMENT OF DEFENSE.

WHEREAS, Dyess Air Force Base is home to the 7th Bomb Wing and 317th Airlift Wing, hosting B-1B bombers and C-130J airlift aircraft which are crucial to our nation's defense; and

WHEREAS, Dyess Air Force Base is the Abilene region's largest employer, with an estimated economic impact of over \$523 million per year to the local area; and

WHEREAS, it is vital to the Abilene community to actively seek opportunities to promote and enhance the success and sustainability of Dyess Air Force Base; and

WHEREAS, The Defense Economic Adjustment Assistance Grant will provide funding for the expansion of the Security Access Control Center at Dyess Air Force Base; and

WHEREAS, such improvements are anticipated to cost \$1,226,764; and

WHEREAS, the Development Corporation of Abilene has approved funding in an amount up to \$533,330; and

WHEREAS, Dyess Air Force Base has expended \$80,052; and

WHEREAS, the City of Abilene has the opportunity to make a formal request to the Texas Military Preparedness Commission for an Economic Adjustment Assistance Grant in the amount of \$613,382 in order to fully fund the improvements; and,

WHEREAS, these improvements will enhance security and safety at Dyess Air Force Base.

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

Part 1: The City Council strongly supports the City of Abilene's application for the Defense Economic Adjustment Assistance Grant Program.

Part 2: The City Manager is authorized to apply for the Defense Economic Adjustment Assistance Grant Program on the City's behalf for the benefit of Dyess Air Force Base and the residents of Abilene.

Part 3: In the event the grant is awarded, the City of Abilene intends to pass through sufficient funds to execute the project.

Part 4: That this resolution shall take effect immediately upon passage.

ADOPTED this 13th day of February, 2020.

ATTEST:



Shawna Atkinson, City Secretary



Anthony Williams, Mayor

APPROVED:



Stanley Smith, City Attorney

RESOLUTION NO. DCOA-2020.13

A RESOLUTION OF THE DEVELOPMENT CORPORATION OF ABILENE, INC. ("DCOA"), ABILENE, TEXAS AUTHORIZING FUNDING FOR THE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT ("DEAAG") FOR CONSTRUCTION OF AN EXPANDED CONSOLIDATED SECURITY CENTER (THE "SECURITY CENTER") AT THE FRONT GATE OF DYESS AIR FORCE BASE ("DAFB").

WHEREAS, the Abilene Chamber of Commerce's Military Affairs Committee ("MAC") is working to position DAFB in such a way that it will continue to add value to our nation's defense while simultaneously reducing the likelihood of downsize or closure and the MAC recommends that an expenditure on the Security Center utilizing the DEAAG would further this purpose; and,

WHEREAS, the DEAAG is available for possible funding to improve the existing Security Center at a cost of \$1,072,674.00; and,

WHEREAS, MAC is requesting a 50% match (\$536,337.00) from the DCOA before applying for the DEAAG; and,

WHEREAS, the DCOA's Board of Directors finds that this project (a) is being implemented for the creation and retention of primary jobs, and (b) is suitable for the development, retention, or expansion of military facilities and promoting or supporting a military base in active use to prevent the possible future closure or realignment of the base.

NOW THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT CORPORATION OF ABILENE, INC., ABILENE, TEXAS, THAT:

- PART 1.** DCOA approves funding up to \$536,337.00 to cover the 50% community contribution requested for the DEAAG to improve the Security Center. Funding is contingent upon the remainder of the match funding being provided by the DEAAG and that the recipient of the funds enter into an agreement with the DCOA providing that if for any reason the funds are not used for the construction of the Security Center, the funds must be returned to the DCOA.
- PART 2.** The commitment authorized under this resolution shall expire without notice 180 days from the date of adoption of same unless all required documents and agreements are executed prior to that expiration date or the commitment herein is extended in writing by the DCOA's Chief Executive Officer ("CEO") prior to the expiration date.
- PART 3.** The CEO is hereby authorized to, on behalf of the DCOA, negotiate, enter into and execute all agreements and to take any steps necessary which are consistent with and necessary to effectuate the actions outlined above.

ADOPTED this the 28th day of January, 2020.

ATTEST:

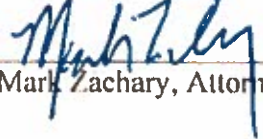


Vic Coffey
Secretary/Treasurer



Jack W. Rich
President

APPROVED AS TO FORM:



Mark Zachary, Attorney at Law

Agenda Item:

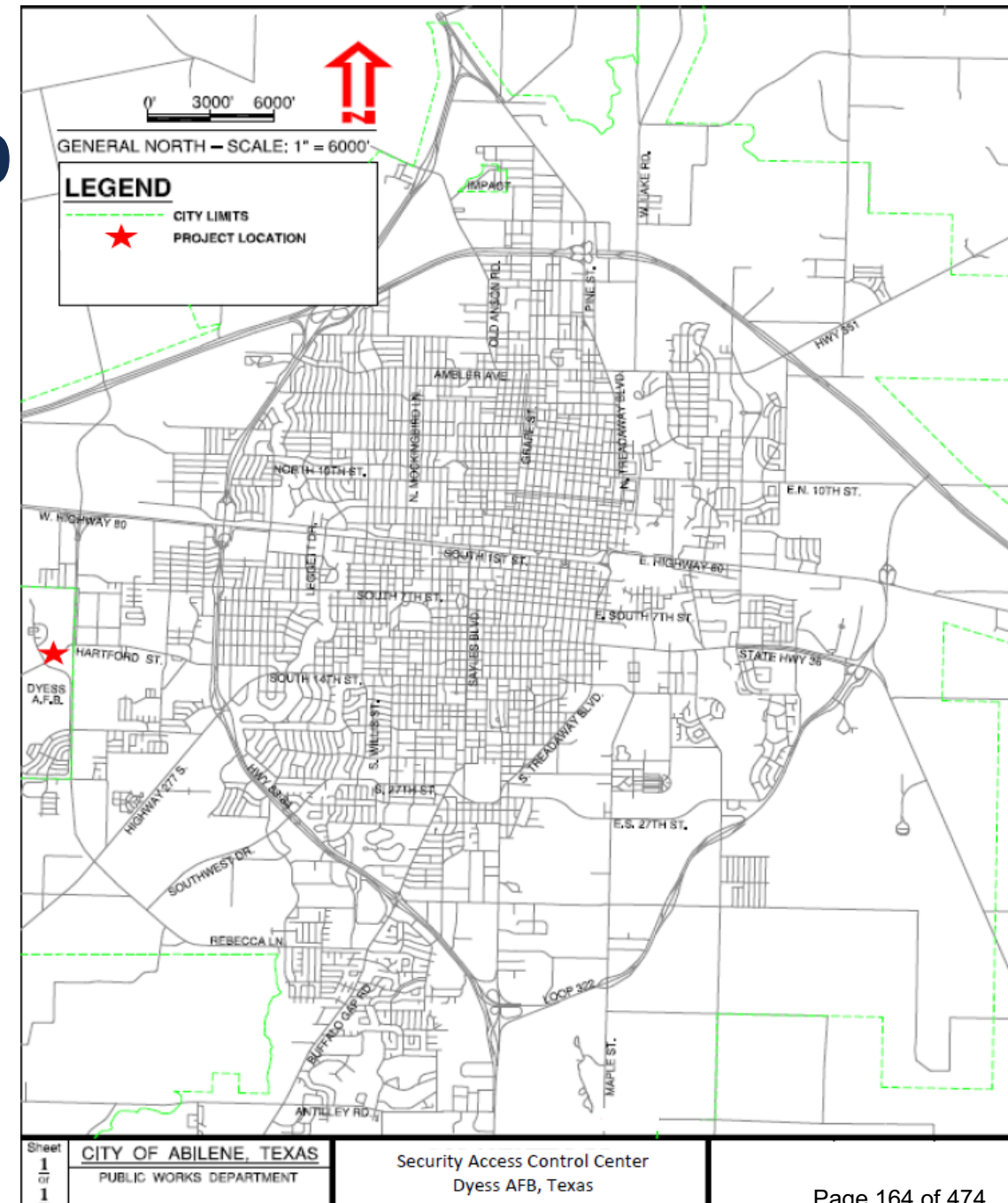
Security Access Control Center Expansion

Resolution: Bid Award *PSC Project No. #03.1026.20*
Security Access Control Center Expansion
(McCaffery)



Project Location Map

- Entrance of Dyess Air Force Base
- Marked with Red Star on Map



Agenda Item:

Security Access Control Center Expansion

- Construction Contract includes construction and renovation of new and existing facilities and infrastructure at the entrance to Dyess Air Force Base, Texas.
- Project Advertised September 13, 2020 and September 20, 2020
- Bids Opened October 1, 2020.
- 6 bids were received, 1 bid withdrawn after submittal.
- Staff recommends award of contract to Fletco Services, LP. in the amount of \$1,064,000.00



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2101 to Raydon Inc. on Colony Hill Road Repair (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on September 20, 2020, and on September 27, 2020 with a bid opening dated October 6, 2020. This contract includes the removal and replacement of an old section of Colony Hill Road. This repair will be from Maple Street to City Limits.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance Fee through the Street Services Division materials fund.

STAFF RECOMMENDATION

Staff recommends bid award to Raydon, Inc. for \$243,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Colony Hill Resolution
2. COA - Colony Hill Rd Repair Contract
3. Scope of Project
4. CB2101 TABSHEET
5. PROJECT LOCATION MAP
6. Colony Hill ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBING
BID TO RAYDON, INC., BRECKENRIDGE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the removal and replacement of an old section of Colony Hill Road from Maple St to City Limits; and

WHEREAS, the project involves the removal and replacement of an old section of Colony Hill Road from Maple St to City Limits: and

WHEREAS, the following bids were received and opened on the October 6, 2020:

Raydon, Inc., Breckenridge, Texas	\$243,000.00
Bontke Brothers Construction, Inc., Abilene, Texas	\$245,195.75
Contract Paving Co. Inc., Tye, Texas	\$250,351.29
AJ Commercial Services Inc., San Antonio, Texas	\$353,169.34
J.H. Strain & Sons Inc., Tye, Texas	\$410,772.50

WHEREAS, Raydon, Inc., Breckenridge, Texas submitted the best value bid in the amount of \$243,000.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Raydon, Inc., Breckenridge, 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 \$243,000.00.

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

ADOPTED this 22nd day of October, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22ND day of October, 2020 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Raydon, Inc. of the City of Breckenridge, 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 --

COLONY HILL RD REPAIR

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 \$243,000.00 (Two hundred forty-three thousand dollars and zero cents).

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

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

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

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

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

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

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Raydon, Inc.

Business Address:

P.O. Box 671

Breckenridge, TX 76424


Signature

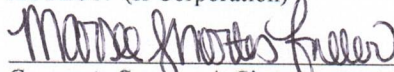
Seth Shortes
Name - Typed or Printed

(254) 559-5012
Business Phone No.

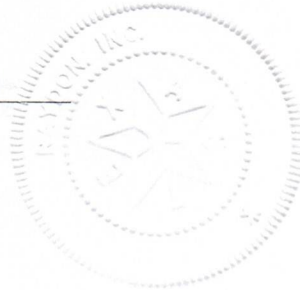
Vice President
Title - Typed or Printed

75-2235384
Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None")



CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

SCOPE OF PROJECT

| This construction contract involves the removal of an older section of Colony Hill Rd that is no longer acceptable for current traffic volumes and replacing the old section with an asphalt heavy section that will hold up to the new usage. This repair will occur on Colony Hill from Maple St to the City Limit. |

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2101
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: OCTOBER 06, 2020

RAYDON INC.
BRECKENRIDGE, TX

BONTKE BROTHERS
ABILENE, TX

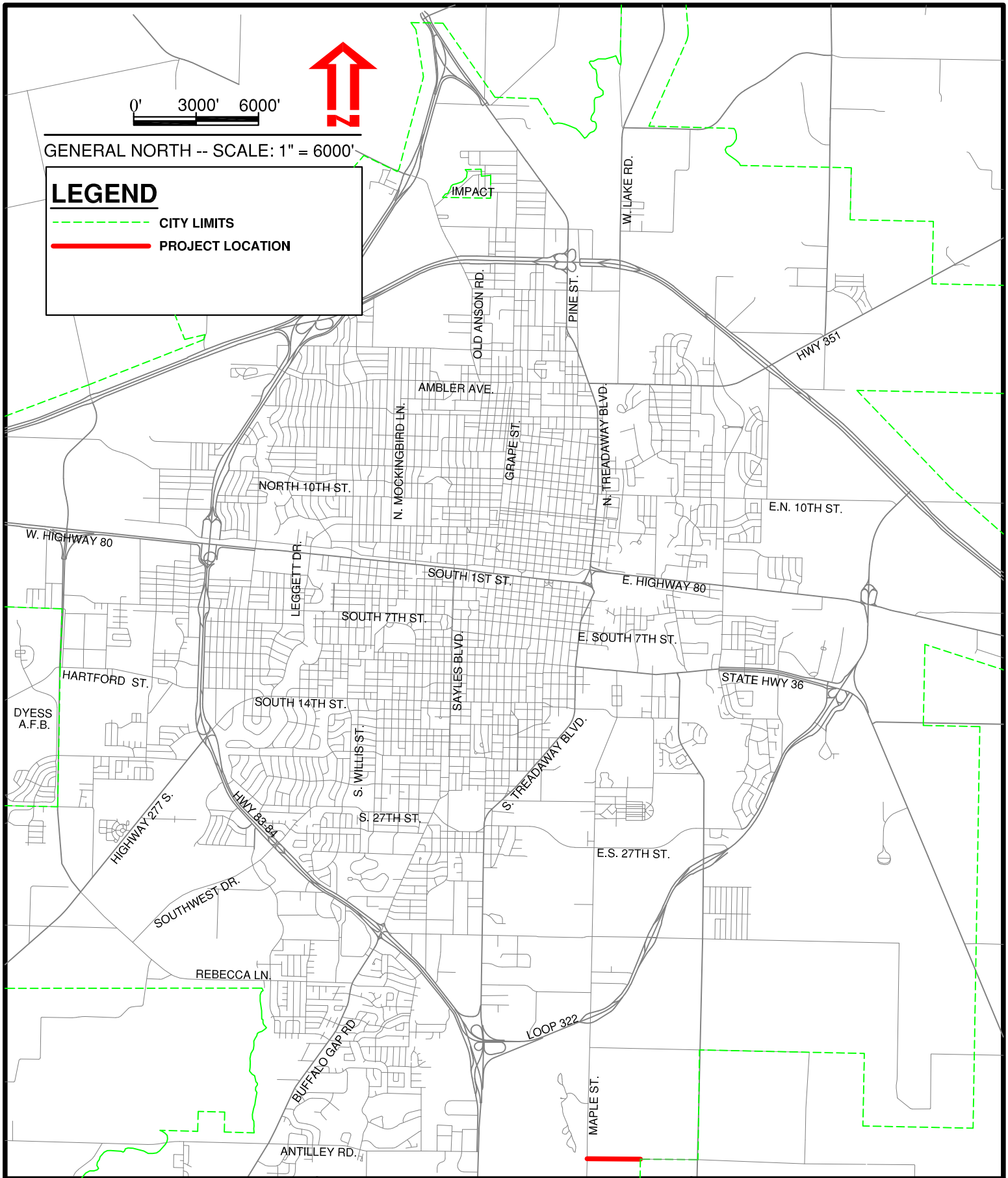
CONTRACT PAVING
TYE, TX

AJ COMMERCIAL SERVICES
SAN ANTONIO, TX

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

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	COLONY HILL RD REPAIR				243,000.00		245,195.75		250,351.29		353,169.34		410,772.50		
BASE BID					243,000.00		245,195.75		250,351.29		353,169.34		410,772.50		
DISCOUNT															
TOTAL BID					243,000.00		245,195.75		250,351.29		353,169.34		410,772.50		

*NOTES: INDICATES RECOMMENDED AWARD



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

COLONY HILL RD REPAIR

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: OCTOBER 2020

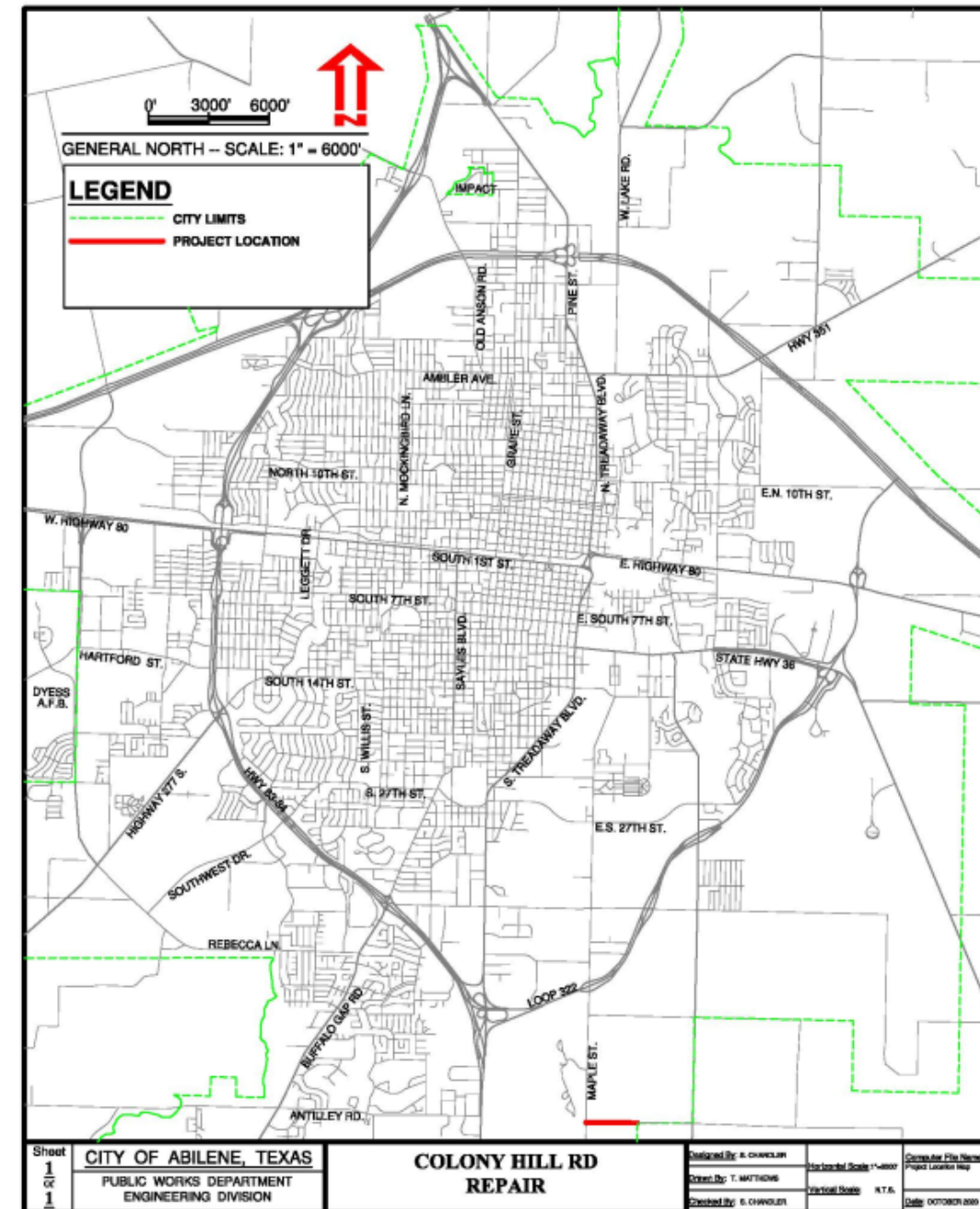
Agenda Item:

Colony Hill Road Repair

Resolution: Bid Award #CB-2101 Colony Hill
Road Repair (*McCaffery*)



Streets	From	To
Colony Hill Rd	Maple St	City Limits



Agenda Item:

Colony Hill Road Repair

- Construction Contract includes the removal and replacement of the old section of Colony Hill Road from Maple St to City Limits.
- Project Advertised September 20th 2020 & September 27th 2020
Bids Opened October 6th 2020.
- Five bids were received.
- Staff recommends award of contract to Raydon, Inc. in the amount of \$243,000.00



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued September 24, 2020 (*Robert Hanna*)

GENERAL INFORMATION

On September 24, 2020, the City Council adopted a Further Modification and Extension of Declaration of Local Disaster due to the COVID-19 pandemic. That extension lasts through October 22, 2020.

On July 2, 2020, the Governor of the State of Texas issued his Executive Order GA-29, relating to the use of face coverings during the COVID-19 disaster.

On October 7, 2020, the Governor of the State of Texas extended the State of Disaster for all counties in Texas due to the continuing COVID-19 pandemic.

On October 7, 2020, the Governor of the State of Texas issued his Executive Order GA-32, relating to the continued response to the COVID-19 disaster as Texas reopens, and which is effective state-wide until modified, amended, rescinded, or superseded by the Governor.

SPECIAL CONSIDERATIONS

The Governor's Executive Orders GA-29 and GA-32 supersede any conflicting order issued by local officials in response to the COVID-19 disaster. This includes Mayors and City Councils. A local order may not restrict essential services or reopened services allowed by the Governor's orders. A local order may not allow gatherings prohibited by the Governor's orders. A local

order may not expand the list of essential services or the list or scope of reopened services as set forth in the Governor's orders.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 11th Resolution Extending Declaration of Local Disaster COVID-19 redline draft
2. proc10072020_COVID
3. EO-GA-29-use-of-face-coverings-during-COVID-19-IMAGE-07-02-2020
4. GA-32
5. Disaster Declaration PPT

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER ISSUED ON SEPTEMBER 24~~AUGUST 27~~, 2020.

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene, by proclamation, issued a Declaration of Local Disaster; and

WHEREAS, on March 23, 2020, the City Council issued its Resolution Renewing and Continuing the Mayor's Declaration of Disaster Issued on March 16, 2020, which prohibited the social gathering of more than 10 persons; and

WHEREAS, on March 30, 2020, the City Council issued its Resolution Modifying its Extension of Declaration of Disaster, which created a limited shelter in place through 11:59 p.m., April 14, 2020; and

WHEREAS, on April 13, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the limited shelter in place through 11:59 p.m., April 30, 2020; and

WHEREAS, on April 30, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-18; and

WHEREAS, on May 15, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-21; and

WHEREAS, on June 1, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-23, which was effective until June 25, 2020; and

WHEREAS, on June 25, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-26, which was effective until July 23, 2020; and

WHEREAS, on July 23, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-28, as amended, and Executive Order GA-29, which was effective until August 27, 2020; and

WHEREAS, on August 27, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued to adopt the regulations and restrictions issued in the Governor's Executive Order GA-28, as amended, and Executive Order GA-29, which was effective until September 24, 2020; and

WHEREAS, on September 24, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the adopt the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-30, which was effective until October 22, 2020; and

WHEREAS, on July 2, 2020, the Governor of the State of Texas issued his Executive Order GA-29, effective until it is modified, amended, rescinded, or superseded by the Governor, and which related to the use of face coverings during the COVID-19 disaster; and

WHEREAS, on ~~October~~~~September~~ 7, 2020, the Governor of the State of Texas renewed his disaster proclamation for all counties in Texas due to COVID-19 continuing a state of disaster; and

WHEREAS, on ~~October 7~~~~September 17~~, 2020, the Governor of the State of Texas issued his Executive Order GA-3~~20~~, effective until it is modified, amended, rescinded, or superseded by the Governor, and which relates to the continued response to the COVID-19 disaster as Texas reopens; and

WHEREAS, because of the continuing risk of the rapid spread of the COVID-19 virus, the need to protect the most vulnerable members of the community, the intent to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services and commerce to continue, and the desire to slow the spread of COVID-19 to maximum extent possible, this Order is required; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the City of Abilene and Taylor County, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; and

WHEREAS, the City Council has determined that extraordinary and immediate measures must continue to be taken to respond quickly to prevent and slow down community spread of COVID-19 in the City of Abilene; and

WHEREAS, the City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, as amended, Texas Government Code, and provide rules to protect the health of persons in the City of Abilene, pursuant to the Texas Government Code and Texas Health and Safety Code.

NOW THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

1. The foregoing recitals as incorporated herein and made findings of fact.

2. That the City Council, effective immediately, hereby renews and continues the local state of disaster for the City of Abilene, Texas, pursuant to Section 418.108(b) of the Texas Government Code.
3. Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.
5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.
6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.
7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.
8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.
9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

All persons should follow the CDC recommended guidelines to protect themselves from exposure and to protect the public from further community spread.

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Order GA-29 and Executive Order GA-320, the same as if they were copied and set forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in GA-29 and GA-320, and adopts and incorporates any further Proclamations modifying, amending or superseding GA-29 or GA-320 during the term of Abilene's declaration of local disaster.

The City Manager is authorized without further Council action to enforce these provisions to the fullest extent allowed by law.

11. In the event the Governor of the State of Texas amends or modifies his Executive Order GA-29 or GA-320, this Declaration and Order is automatically amended or modified without further Council action to reflect said amendments or modifications to the Governor's Executive Order. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Order.
12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period to the Abilene-Taylor County Public Health District the following information:
 - (a) The number of COVID-19 tests performed;
 - (b) The number of positive COVID-19 tests; and
 - (c) The patient names and demographic information of positive COVID-19 tests.

This information will be used solely for public health purposes to monitor the testing conducted in the City of Abilene, and mitigate and contain the spread of COVID-19.
13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.
14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.
15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:

- (a) Make application for local, state and federal assistance as necessary and/or applicable;
- (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
- (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
- (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed \$250,000; and
- (e) Defer any fines or fees imposed by the City.

After cessation of this emergency and state of disaster, the City Manager shall provide the City Council a list of all actions taken under this paragraph.

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):

- (a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and
- (b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.

17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.

18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:

- (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and
- (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.

19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.

20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed \$1,000. Pursuant to the Governor's Executive Order GA-29, failure to wear a face covering as required in GA-29 is punishable by a fine not to exceed \$250 for a second violation and each subsequent violation.
21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.
22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.
23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.
24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. November 19~~October 22~~, 2020 unless otherwise modified, terminated or extended.
25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this 22nd~~24th~~ day of October~~September~~, 2020.

ATTEST:

Anthony Williams, Mayor

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney

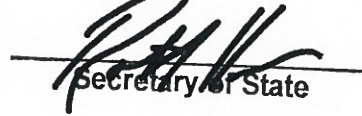


GOVERNOR GREG ABBOTT

October 7, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4pm O'CLOCK

OCT 07 2020


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,



Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 7th day of October, 2020.

A handwritten signature in black ink, reading "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4 PM O'CLOCK

OCT 07 2020

ATTESTED BY:



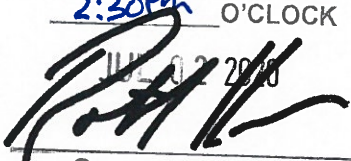
RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4pm O'CLOCK
OCT 07 2020



GOVERNOR GREG ABBOTT

July 2, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30 PM O'CLOCK
JUL 02 2020

Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

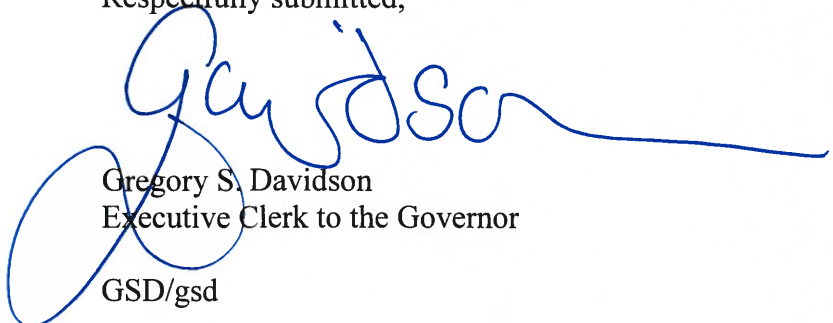
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-29 relating to the use of face coverings during the
COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 2, 2020

EXECUTIVE ORDER GA 29

Relating to the use of face coverings during the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at using the least restrictive means available to protect the health and safety of Texans and ensure an effective response to this disaster; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texans safe is for all people to consistently follow good hygiene and social-distancing practices; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID-19, further measures are needed to achieve the least restrictive means for reducing the growing spread of COVID-19, and to avoid a need for more extreme measures; and

WHEREAS, I have joined the medical experts in consistently encouraging people to use face coverings, and health authorities have repeatedly emphasized that wearing face coverings is one of the most important and effective tools for reducing the spread of COVID-19; and

WHEREAS, given the current status of COVID-19 in Texas, requiring the use of face coverings is a targeted response that can combat the threat to public health using the least restrictive means, and if people follow this requirement, more extreme measures may be avoided; and

WHEREAS, wearing a face covering is important not only to protect oneself, but also to avoid unknowingly harming fellow Texans, especially given that many people who go into public may have COVID-19 without knowing it because they have no symptoms; and

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SECRETARY OF STATE
2:30pm O'CLOCK

JUL 02 2020

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by fine;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective at 12:01 p.m. on July 3, 2020:

Every person in Texas shall wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household; provided, however, that this face-covering requirement does not apply to the following:

1. any person younger than 10 years of age;
2. any person with a medical condition or disability that prevents wearing a face covering;
3. any person while the person is consuming food or drink, or is seated at a restaurant to eat or drink;
4. any person while the person is (a) exercising outdoors or engaging in physical activity outdoors, and (b) maintaining a safe distance from other people not in the same household;
5. any person while the person is driving alone or with passengers who are part of the same household as the driver;
6. any person obtaining a service that requires temporary removal of the face covering for security surveillance, screening, or a need for specific access to the face, such as while visiting a bank or while obtaining a personal-care service involving the face, but only to the extent necessary for the temporary removal;
7. any person while the person is in a swimming pool, lake, or similar body of water;
8. any person who is voting, assisting a voter, serving as a poll watcher, or actively administering an election, but wearing a face covering is strongly encouraged;
9. any person who is actively providing or obtaining access to religious worship, but wearing a face covering is strongly encouraged;
10. any person while the person is giving a speech for a broadcast or to an audience; or
11. any person in a county (a) that meets the requisite criteria promulgated by

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SECRETARY OF STATE
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JUL 02 2020

the Texas Division of Emergency Management (TDEM) regarding minimal cases of COVID-19, and (b) whose county judge has affirmatively opted-out of this face-covering requirement by filing with TDEM the required face-covering attestation form—provided, however, that wearing a face covering is highly recommended, and every county is strongly encouraged to follow these face-covering standards.

Not excepted from this face-covering requirement is any person attending a protest or demonstration involving more than 10 people and who is not practicing safe social distancing of six feet from other people not in the same household.

TDEM shall maintain on its website a list of counties that are not subject to this face-covering requirement pursuant to paragraph number 11. The list can be found at: www.tdem.texas.gov/ga29.

Following a verbal or written warning for a first-time violator of this face-covering requirement, a person's second violation shall be punishable by a fine not to exceed \$250. Each subsequent violation shall be punishable by a fine not to exceed \$250 per violation.

Local law enforcement and other local officials, as appropriate, can and should enforce this executive order, Executive Order GA-28, and other effective executive orders, as well as local restrictions that are consistent with this executive order and other effective executive orders. But no law enforcement or other official may detain, arrest, or confine in jail any person for a violation of this executive order or for related non-violent, non-felony offenses that are predicated on a violation of this executive order; provided, however, that any official with authority to enforce this executive order may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.

This executive order hereby prohibits confinement in jail as a penalty for the violation of any face-covering order by any jurisdiction.

Executive Order GA-28 is hereby amended to delete from paragraph number 15 the phrase: “, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.”

The governor may by proclamation amend this executive order or add to the list of people to whom this face-covering requirement does not apply.

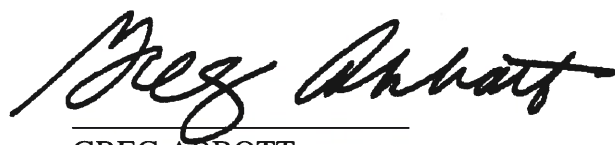
This executive order does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, GA-27, or GA-28 as amended. This executive order shall remain in effect and in full force until modified, amended, rescinded, or superseded by the governor.

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SECRETARY OF STATE
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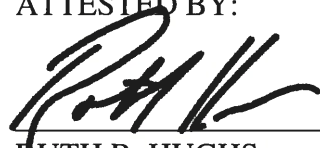


Given under my hand this the 2nd
day of July, 2020.



GREG ABBOTT
Governor

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30pm O'CLOCK
JUL 02 2020



GOVERNOR GREG ABBOTT

October 7, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

OCT 7 2020

Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-32 relating to the continued response to the COVID-19
disaster as Texas reopens.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 7, 2020

EXECUTIVE ORDER GA 32

Relating to the continued response to the COVID-19 disaster as Texas reopens.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of State Health Services (DSHS); and

WHEREAS, in June 2020, Texas experienced substantial increases in COVID-19 cases and hospitalizations, necessitating targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, I therefore issued Executive Orders GA-28 and GA-29 in late June and early

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SECRETARY OF STATE
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July 2020, respectively, and amended Executive Order GA-28 by proclamation on July 2, 2020; and

WHEREAS, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily and significantly declined since late July; and

WHEREAS, I therefore issued Executive Orders GA-30 and GA-31 on September 17, 2020, allowing additional reopening and non-essential medical surgeries and procedures in Texas, except in some areas with high hospitalizations as defined in those orders; and

WHEREAS, as Texas continues to reopen, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, other medical advisors, the White House, and the CDC, do hereby order the following on a statewide basis effective at 12:01 a.m. on October 14, 2020:

Every business establishment in Texas shall operate at no more than 75 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:

- a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 4.0 or any subsequent version;
- b. religious services, including those conducted in churches, congregations, and houses of worship;
- c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;

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SECRETARY OF STATE
3pm O'CLOCK

OCT 07 2020

- d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths;
 - f. recreational sports programs for youths and adults;
 - g. any public or private schools, and any public or private institutions of higher education, not already covered above;
 - h. drive-in concerts, movies, or similar events, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle; and
 - i. the following establishments that operate with at least six feet of social distancing between work stations: cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services.
2. In areas with high hospitalizations as defined below, any business establishment that otherwise would have a 75 percent occupancy or operating limit may operate at up to only 50 percent. This paragraph does not apply, however, to business establishments located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19.
- “Areas with high hospitalizations” means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.
3. Except as provided below by paragraph No. 5, there is no occupancy limit for outdoor areas, events, and establishments, with the exception of the following outdoor areas, events, or establishments that may operate at no more than 75 or 50 percent, as applicable, of the normal operating limits as determined by the owner:
- a. amusement parks;
 - b. water parks;
 - c. swimming pools;
 - d. museums and libraries; and
 - e. zoos, aquariums, natural caverns, and similar facilities.
4. All indoor and outdoor professional, collegiate, and similar sporting events, including rodeos and equestrian events, shall remain limited to 50 percent of the normal operating limits as determined by the owner.
5. For any outdoor gathering in excess of 10 people, including rafting, tubing, and related services, other than those set forth above in paragraph Nos. 1, 3, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order.

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SECRETARY OF STATE
3pm O'CLOCK

OCT 07 2020

6. Restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, and whose customers eat or drink only while seated, may offer dine-in services.
7. Bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC), and are not restaurants as defined above in paragraph No. 6, may offer on-premises services only as described by this paragraph. A bar or similar establishment may offer on-premises services at up to 50 percent of the total listed occupancy of the establishment *if*:
 - a. the bar or similar establishment is not in an area with high hospitalizations as defined above, and the county judge of the county in which the bar or similar establishment is located files the requisite form with TABC; or
 - b. the bar or similar establishment is in an area with high hospitalizations as defined above, but is located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, and the county judge of the county in which the bar or similar establishment is located also files the requisite form with TABC.

Patrons at bars or similar establishments operating under this paragraph may eat or drink only while seated, except that in an establishment that holds a permit from TABC as a brewer, distiller/rectifier, or winery, customers may sample beverages while standing so long as they are in a group of six people or fewer and there is at least six feet of social distancing or engineering controls, such as partitions, between groups.

Where applicable, this 50 percent occupancy limit applies only indoors; the limit does not apply to outdoor areas, events, or establishments, although social distancing and other protocols must be followed.

People shall not visit bars or similar establishments that are located in counties not included in parts (a) or (b) above. A current list of all counties reopening under this paragraph will be maintained on TABC's website.

The use by bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks remains allowed to the extent authorized by TABC.

8. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed.
9. Staff members are not included in determining operating levels, except for manufacturing services and office workers.
10. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group.
11. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.
12. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS.
13. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining

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SECRETARY OF STATE
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services.

14. People may visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
15. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards.

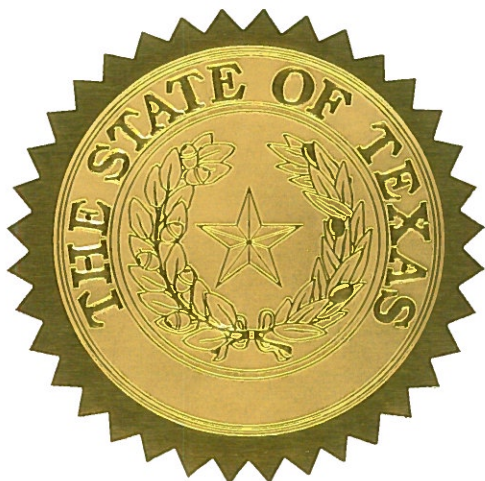
Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order.

Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-30, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-24, GA-25, GA-29, or GA-31. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 7th
day of October, 2020.

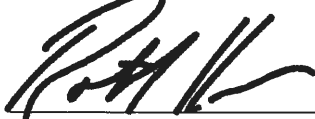
A handwritten signature in black ink that reads "Greg Abbott". The signature is written in a cursive, flowing style.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

OCT 07 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK
OCT 07 2020

Resolution:
**Modifying & Extending the
Local Disaster Declaration**



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract Between the City of Abilene and the The Crowe Group, Inc., for the Construction of a New Fire Training Facility (Cande Flores)**

GENERAL INFORMATION

In 2015, the citizens of Abilene approved a Bond Package that include five (5) projects for the Abilene Fire Department (AFD). The last of these projects is the new Fire Training Facility. This Facility will be utilized for all AFD training events, including the Fire Academy.

This contract is for the construction of a ten thousand (10,000) square foot training facility by The Crowe Group, Inc. The Crowe Group's bid for this project was submitted for the lump sum total of two million, five hundred and fifty-four thousand, and three-hundred and fifty dollars (\$2,554,350.00).

SPECIAL CONSIDERATIONS

This contract was awarded through the "best value" competitive bid process.

The Fire Training Facility Project is utilizing the Design-Bid-Build construction method. The Project was designed by CADCO Architects-Engineers, Inc.

FUNDING/FISCAL IMPACT

Funding for this construction project will come from the remainder of the 2015 Bond Fund and the Minor Improvement Fund.

The total for this contract is \$2,554,350.00.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize to execute this contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution-Fire Training Facility Construction Contract
2. Abilene Fire Training Facility Contractor Letter of Recommendation
3. AFD Best Value Bid Evaluation TF Project
4. Construction Contract - Fire Training Facility
5. TF Construction Contract Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE CROWE
GROUP, INC. FOR THE CONSTRUCTION OF A NEW FIRE TRAINING FACILITY**

WHEREAS, in 2015, the City of Abilene successfully passed a Bond Package that included, for the Abilene Fire Department, three (3) fire stations, an apparatus maintenance facility, and a fire training facility; and

WHEREAS, this contract is for the construction of the fire training facility, which is the last project of the 2015 Bond Package; and

WHEREAS, on May 9, 2019, the City of Abilene entered into a Professional Services Contract with CADCO Architects-Engineers, Inc., for the design of the new Fire Training Facility and construction bidding assistance; and

WHEREAS, five sealed bids were received on September 24, 2020, and evaluated for best value competitive bidding, and The Crowe Group, Inc. was evaluated as providing the best value for the project; and

WHEREAS, the total cost of this construction contract is \$2,554,350.00; and

WHEREAS, funding for the construction of the fire training facility will come from the 2015 Bond Project Fund and the Minor Improvement Fund.

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

Part 1: The City Manager is hereby authorized to execute a contract between The Crowe Group, Inc. and the City of Abilene for the construction of a new Fire Training Facility.

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

ADOPTED and approved by the City Council on the 22nd of October, 2020.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney



September 29, 2020

Fire Chief Cande Flores
Fire Department
City of Abilene
250 Grape St.
Abilene, Texas 79601

RE: Abilene Fire Training Facility

Chief Flores:

Sealed proposals for the above referenced project were received in the Purchasing Office at 2:00 PM, Thursday, September 24, 2020, opened, and read aloud immediately thereafter in the Council Chambers.

The following is a list of contractors that provided sealed proposals (not noted in ranked order):

1. Teinert Construction
2. Collier Construction
3. Fletco Services
4. WB Kibler Construction
5. The Crowe Group, Inc.

There were not any exceptions or deviations to the contract documents taken by any proposers. Alternate #1 and #2 have been accepted by the City of Abilene.

CADCO Architects-Engineers, Inc. has ranked the order of the contractors based on the City of Abilene's categories taken from bidding document "Statement of Bidder's Qualifications" as noted on the attached documents and recommends that the City of Abilene accept the rank order of the contractors as presented.

Should you have any questions or require additional information, please advise.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shawnda Rixey", with a stylized flourish at the end.

Shawnda Rixey, AIA NCARB
Architect

	City of Abilene									
	Best Value Competitive Bidding Process Review									
	Date: September 29,2020									
	Name of Project: Fire Training Facility									
Rank	Company Name/ Description	Overall Price (Including Alternates #1 & #2)	Experience and Reputation	Quality of the Goods and/or Services	Proposed Completion Date	Safety record	Proposed Personnel	Whether the Bidder's financial capability is appropriate to the size and scope of the project	Past Working Relationship with the City of Abilene.	Total
1	Teinert Construction	3	1	1	3	1	1	1	1	13
2	Collier Construction	4	1	1	3	1	3	1	1	15
3	Fletco Services	1	3	2	2	1	1	1	3	14
4	W.B. Kibler	5	1	1	2	1	1	1	1	13
5	Crowe Group	2	1	1	1	1	1	1	1	9
		Rated Scale with 1=Best and 5=Worst. Lowest Overall Score Receives Highest Ranking								
Final Rank		1	Crowe Group							
		2	Teinert Construction							
		3	W.B. Kibler							
		4	Fletco Services							
		5	Collier Construction							
	Evaluators	Organization								
	Shawnda Rixey, AIA - Architect	CADCO								

	City of Abilene									
	Best Value Competitive Bidding Process Review									
	Date: September 29,2020									
	Name of Project: Fire Training Facility									
Rank	Company Name/ Description	Overall Price (Including Alternates #1 & #2)	Experience and Reputation	Quality of the Goods and/or Services	Proposed Completion Date	Safety record	Proposed Personnel	Whether the Bidder's financial capability is appropriate to the size and scope of the project	Past Working Relationship with the City of Abilene.	Total
1	Teinert Construction	3	1	1	3	1	1	1	1	13
2	Collier Construction	4	1	1	3	1	1	1	1	13
3	Fletco	1	3	2	2	1	2	2	3	16
4	W.B. Kibbler	5	1	1	2	1	1	1	1	14
5	Crowe Group	2	1	1	1	1	1	1	1	9
		Rated Scale with 1=Best and 5=Worst. Lowest Overall Score Receives Highest Ranking								
Final Rank		1	Crowe Group							
		2	Teinert Construction							
		3	Collier Construction							
		4	W.B. Kibbler							
		5	Fletco							
	Evaluators	Organization								
	Cande Flores - Fire Chief	Abilene Fire Dept.								
	John Brunett - Deputy Fire Chief	Abilene Fire Dept.								

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22nd day of October, 2020, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and The Crowe Group, Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – ABILENE FIRE TRAINING FACILITY

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 \$2,554,350.00.

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

The Crowe Group, Inc.

Business Address:

417 S. 11th Street

Abilene, Texas 79602

Signature

Business Phone No.

325-676-0132

Name – Typed or Printed

Joseph Crowe

Federal Tax I.D. # 75-2743027

ATTEST: (If Corporation)

Title – Typed or Printed

President

Corporate Secretary's Signature

Corporate Seal

(If none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

ATTEST:

City Secretary

City Attorney

Seal

Training Facility Construction Contract

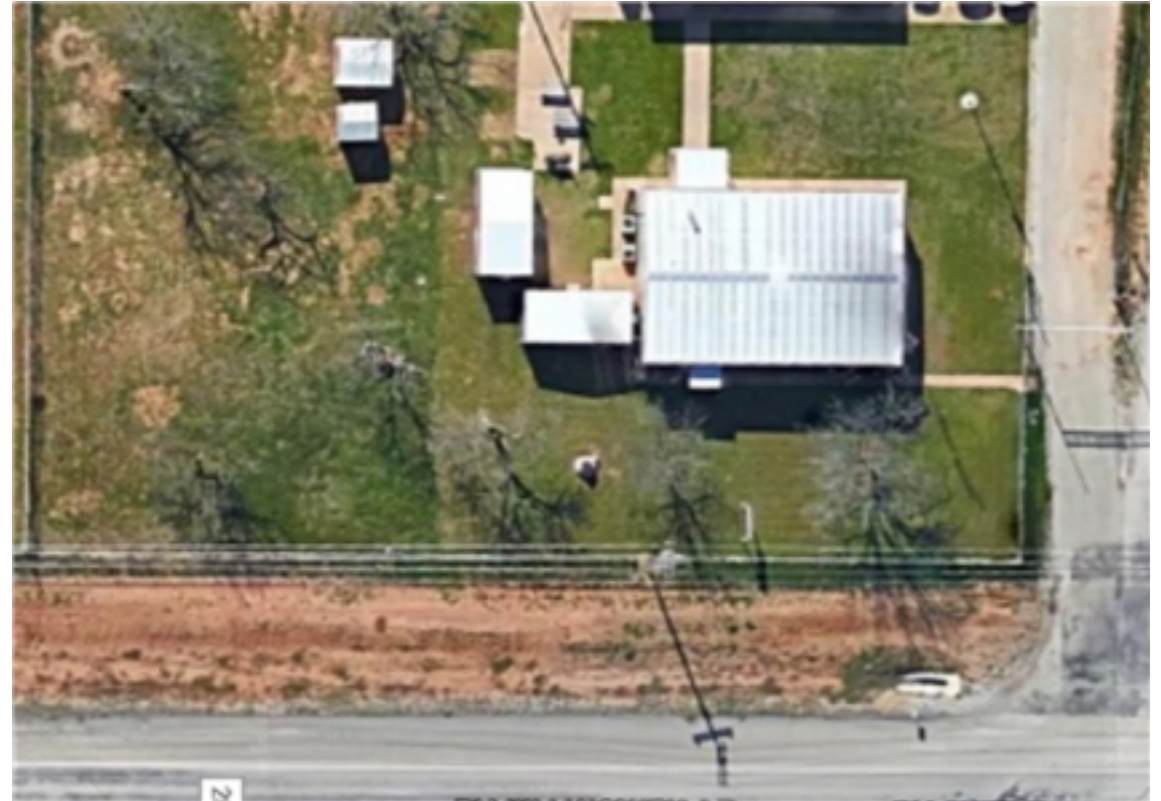
ABILENE FIRE DEPARTMENT

October, 2020



TRAINING FACILITY PROJECT

- Last 2015 Bond Package Project
- New Training Facility will replace current facility built in the 1970s
- Constructed adjacent to current training facility



PROJECT FEATURES

- 10,000+ Square Feet
- Large Open-Style Classroom that can be divided into two smaller classrooms
- Attached Apparatus Bay
- Fitness Room
- (7) Offices
- Conference Room
- Break Area for Staff and Students
- Design Adaptable for Future Expansion



DESIGN – BID - BUILD

DESIGN

- CADCO Architects-Engineers, Inc.

BID

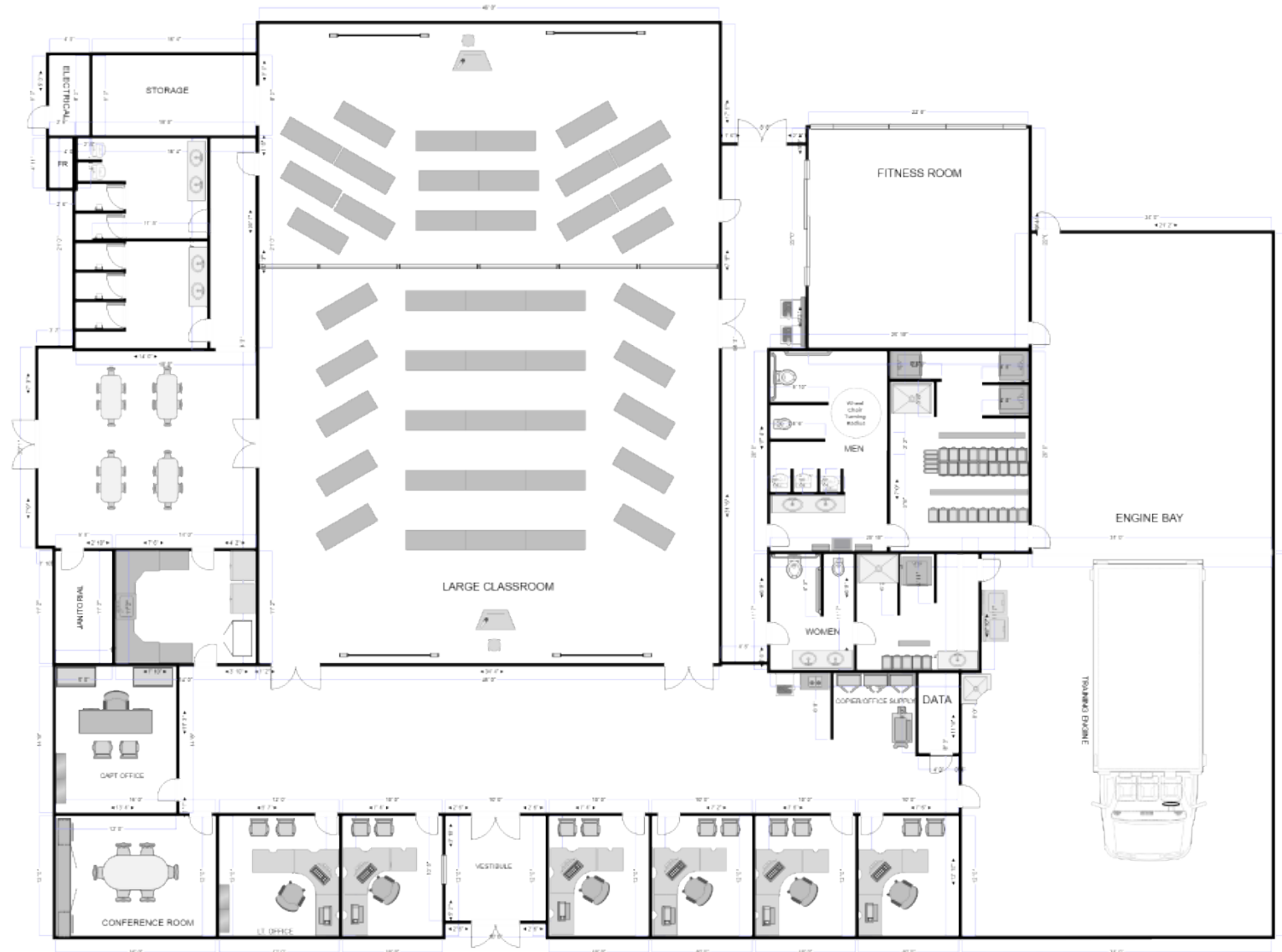
- Competitive Bidding Process was utilized
- Total of (5) Qualified Bids were received and rated

BUILD

- The Crowe Group received the highest rated bid and were awarded the project contract



FACILITY LAYOUT



DESIGN CONCEPT



FUNDING

- Funding for this contract will come from the 2015 Bond Projects Fund and the Minor Improvement Fund
- Contract Total is \$2,554,350.00



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fiscal Year 2021 Annual Operating Budget for the City of Abilene by Appropriating Funds to Add Four Customer Service Representative II Positions to the Water Utilities Department (Rodney Taylor)

GENERAL INFORMATION

The Water Department is requesting that the City Council authorize the City Manager to hire four additional Customer Service Representative II Positions for the Water Utilities Department's Customer Service Center.

The new positions are necessary in order to improve customer service by reducing call wait times, improving the processing time for emails, website applications and return calls, and reopening the front office to allow walk in customers.

\$161,560 from the Water Utilities Department Undesignated Fund Balance will be transferred to the 2021 Annual Operating Budget, Utility Office Division.

SPECIAL CONSIDERATIONS

The new CSRs will be assigned to front office duties of taking customer calls, responding to customer emails, processing online applications, and making outbound customer return calls, and engaging walk in customers.

Two of the positions will be filled immediately at the Customer Service Representative II (CSR

II) level of the City's pay plan. The remaining two CSR II positions will be filled at later dates as determined by the Director based on performance metrics for that division. The estimated first year annual impact on the Water Utilities budget, including benefits, is \$40,390 per position.

The Customer Service Center (previously the utility billing office) has been experiencing a growing demand for customer service interactions over the past few years, while permanent full time staffing levels have not been adjusted. The demand for customer interactions now exceeds the capacity of existing staffing levels. Technology improvements such as web based online payments and service applications and an IVR over the phone payment system have been implemented, but that has not significantly reduced the demand for customer interactions with CSR staff. Over the past few years contract labor services have been utilized extensively to assist with both meter reading and CSR staffing needs.

Water Administration and Divisional staff continue to evaluate and quantify the customer demands and the staffing capacity needs of the Customer Service Center.

FUNDING/FISCAL IMPACT

The estimated annual impact on the Water Utilities annual operating budget for the combined four positions including benefits is \$161,560, which will be transferred from the Water Utilities undesignated fund balance to the FY 2021 annual operating budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Ordinance Amendment as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDINANCE-Amending FY2021 Annual Operating Budget-Transfer funds-Add four CSR II positions-10-22-2020 (1)
2. Presentation-Ordinance Amending FY2021 Annual Operating Budget-Add four CSRs-transfer funds-First Reading-10-22-2020 (1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 ANNUAL OPERATING BUDGET FOR THE CITY OF ABILENE; BY APPROPRIATING FUNDS NECESSARY FOR ADDING FOUR NEW CUSTOMER SERVICE REPRESENTATIVE II POSITIONS TO THE WATER UTILITIES DEPARTMENT'S CUSTOMER SERVICE CENTER AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, on August 13th, 2020 the City Council of the City of Abilene (City) approved on final reading the Fiscal Year 2021 Annual Operating Budget (FY2021 Budget); and

WHEREAS, the FY2021 Budget included sufficient funding for nine approved Customer Service Representative I/II positions within the Water Billing Office Division of the Water Utilities Department; and

WHEREAS, the City's Customer Service Center (FKA Water Billing Office) is currently not adequately staffed to consistently provide a high level of customer service for front office tasks of taking incoming calls, processing emails and website applications, and making outgoing return calls to customers; and

WHEREAS, additional staffing is needed in order to meet the high level of service expectations of citizen customers, the Abilene City Council, and the City organization; and

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

PART 1: That the Fiscal Year 2021 Annual Operating Budget be amended by Increasing from nine (9) to thirteen (13) the approved number of full time Customer Service Representatives I/II positions in 8020 Water Utility Office of the Appendix - Personnel Schedule by Department, as detailed below:

500 Water Utilities, 8020 Water Utility Office

FT 11006/11308 Customer Service Representative I/II 13

PART 2: That the Fiscal Year 2021 Annual Operating Budget be amended by transferring \$161,560 from the Water Utilities Department Undesignated Fund Balance to the Fiscal Year 2021 Annual Operating Budget, Water and Sewer Operating Fund, Utility Office Division.

PART 3: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PASSED ON FIRST READING this 22nd day of October, A.D., 2020.

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 1st day of November, 2020, 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 5th day of November, 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 5th day of November, A.D., 2020.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

Ordinance (First Reading): An Ordinance amending the Fiscal Year 2021 Annual Operating Budget to add four Customer Service Representative positions for the Customer Service Center.



Amending the FY2021 Annual Operating Budget

- The Fiscal Year 2021 Annual Operating Budget was approved by the Abilene City Council on July 23rd, 2021.**
- The budget includes funding for nine Customer Service Representative (CSR) positions for the Customer Service Center.**
- The Customer Service Center is not adequately staffed to consistently provide a high level of customer service for front office tasks of taking incoming calls, processing emails and website applications, and making outgoing return calls to customers.**



Amending the FY2021 Annual Operating Budget

- **This amendment increases the approved number of full time CSR positions from 9 to 13.**
- **This amendment authorizes the transfer of \$161,560 from the Water Utilities Department undesignated fund balance to the FY2021 Annual Operating Budget, Utility Office Division.**
- **Two CSR positions will be filled immediately.**
- **Water Administration and Division Management will continue to monitor performance metrics to justify the filling of the two remaining CSR positions.**



Ordinance (First Reading): An Ordinance amending the Fiscal Year 2021 Annual Operating Budget to add four Customer Service Representative positions for the Customer Service Center.

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: 15. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fiscal year 2021 Annual Operating Budget of the City of Abilene by Appropriating Funds necessary for Adding Additional Licensed Telecommunicator Positions to the Abilene Police Department's 9-1-1 System (Stan Standridge)

GENERAL INFORMATION

Effective October 1, 2020, the Abilene / Taylor County 9-1-1 District Board approved funds to compensate the City of Abilene for 9-1-1 Telecommunicator salaries at 60 percentile, versus the historic amount that was based on the number of positions (roughly 30 percent).

These funds will also enable the Communications Division to promote one telecommunicator to a supervisor position, thus regaining a Quality Assurance Supervisor / Training Coordinator / and TCOLE Compliance Manager.

The additional funds will also enable the Department to overstaff the Division for hiring purposes, allowing for inherent attrition during the eight month training process. It is not financially prudent to hire one or two telecommunicators at a time, but instead new hires need to be done in 6-person batches. This ensures better staffing during the 4-month recruiting and onboarding processes, followed by eight months of rigorous training and certifications.

Telecommunicators are now licensed by the Texas Commission on Law Enforcement, necessitating rigorous pre-employment and training requirements.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The 9-1-1 District Board authorized \$1,020,000 for the FY 2020-2021 budget, which is an increase of the previously approved budget of \$494,000 for dispatch staffing costs. These dollars are allocated for the approved and official budgeted staffing costs. These new dollars need to be appropriated into the approved budget.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDINANCE-Amending FY2021 Annual Operating Budget-Transfer funds-Add 911 Telecommunicator positions-10-22-2020 (1)
2. Appropriation of 9-1-1 funds (2)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 ANNUAL OPERATING BUDGET FOR THE CITY OF ABILENE; BY APPROPRIATING ADDITIONAL FUNDS FOR ADDING NECESSARY LICENSED TELECOMMUNICATOR POSITIONS OF THE ABILENE POLICE DEPARTMENT'S 9-1-1 SYSTEM AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, on August 13th , 2020 the City Council of the City of Abilene (City) approved on final reading the Fiscal Year 2021 Annual Operating Budget (FY2021 Budget); and

WHEREAS, the Abilene/Taylor County 9-1-1 District Board collects 9-1-1 user fees for the Abilene/Taylor County 9-1-1 district, including the unincorporated portions of the county; and

WHEREAS, the fees are used for the setup, maintenance and operations of the 9-1-1 system; and

WHEREAS, on September 23, 2020, the Abilene/Taylor County 9-1-1 District Board approved funding based on 60% of approved and official budgeted staffing costs; and

WHEREAS, the City of Abilene currently employs (34) full-time licensed telecommunicators in its 9-1-1 system, and an additional full-time licensed telecommunicator is needed; and

WHEREAS, the City's current budgeted amount from the 9-1-1 District Board is \$1,020,000, and the revised budget of the 9-1-1 Board has allocated an additional \$494,000 for the City of Abilene, effective October 1, 2020; and

WHEREAS, the additional 9-1-1 Board funds will be used to promote one telecommunicator to Quality Assurance Supervisor/Training Coordinator/TCOLE Compliance Manager, as well as overstaffing the Division for hiring purposes, allowing for inherent attrition during the 4-month recruiting and onboarding process, followed by an 8-month rigorous training process.

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

PART 1: That the Fiscal Year 2021 Annual Operating Budget be amended by Increasing from thirty-four (34) to thirty-five (35) the approved number of full time licensed 9-1-1 Telecommunicators - Personnel Schedule, Abilene Police Department.

PART 2: That the Fiscal Year 2021 Annual Operating Budget be amended by adding an additional \$494,000 from the Abilene/Taylor County 9-1-1 District Board to the Fiscal Year 2021 Annual Operating Budget, Abilene Police Department, for licensed Telecommunicator positions.

PART 3: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PASSED ON FIRST READING this 22nd day of October, A.D., 2020.

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 1st day of November, 2020, 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 5th day of November, 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 5th day of November, A.D., 2020.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

Appropriation of new 9-1-1 Funds for the approved and budgeted staffing costs for Police Telecommunicators

- The Police and Fire Communications Division is currently staffed by 1 Division Manager, (6) supervisors, and (27) telecommunicators. They operate 24/7 and process more than 300,000 calls annually, including 70,000 plus 9-1-1 calls.
- Historically the Abilene / Taylor County 9-1-1 District Board has reimbursed the City for the number of budgeted positions.
- On September 23, 2020, the District Board approved funding based on 60% of approved and official budgeted staffing costs.
- This resulted in a \$494,000 increase to the City of Abilene, which needs to be appropriated into the current FY budget.



Appropriation of new 9-1-1 Funds for the approved and budgeted staffing costs for Police Telecommunicators

- These new dollars will allow the City to accomplish two primary goals:
 - Promote (1) telecommunicator to Dispatch Supervisor to be assigned as the Quality Assurance Supervisor / Training Coordinator / and TCOLE Compliance Manager. Telecommunicators were recognized as licensed professionals by TCOLE in January 2014.
 - Overstaff the Division for hiring purposes, allowing for inherent attrition during the 4-month recruiting and onboarding process, followed by an 8-month rigorous training process. The Department has historically seen a 25% attrition rate during this hiring phase, but in the last cycle it was 33%.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **16. Ordinance (First Reading) CUP-2020-07: Receive A Report, Hold A Discussion And Public Hearing, And Take Action On A Request Conditional Use Permit Allowing Multiple-Family Dwellings In General Retail (GR) District and In An Adjoining Office (O) District (*Mike Warrix*)**

GENERAL INFORMATION

This is a request from PB 6950 LLC, agent Jacob & Martin LLC, for approval of Conditional Use Permit to allow the development of multiple-family dwellings in a General Retail (GR) District and in an Office (O) District. Legal description being approximately 8.30 acres (in GR District) and 13.66 acres (in O District) out of east half of Section No. 12, Lunatic Asylum Lands in the City of Abilene, Texas, with all this acreage being in the 6800-6900 blocks (west side) of Highway 83-84.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

Approval

ATTACHMENTS:

1. CUP-2020-07- ordinance
2. CUP-2020-07 Council staff report
3. CUP-2020-07 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

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

PASSED ON FIRST READING the 22th day of October A.D. 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of September, 2020, 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 p.m. on the 5th day of November, 2020, 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 5th day of November, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Conditional Use Permit (CUP) to allow multiple-family dwellings in an Office (O) zoning district and in part of an adjoining General Retail (GR) District, the specific descriptions of which are described below:

Legal description:

all of an Office (O) zoning district comprised of 13.66 acres out of the northeast quarter of Section No. 12, Lunatic Asylum Lands, E. Pogue Survey, Abstract No. 832, City of Abilene, Taylor County, Texas and the southeast quarter of Section No. 12, Lunatic Asylum Lands, M. Jones Survey, Abstract No. 766, City of Abilene, Taylor County, Texas and being out of the south-central portion of that certain 56.32-acre tract as shown per survey for the Estate of Dorothy Parker by Williams Surveying Company in December, 2011, said 13.66-acre tract being more particularly described in metes-and-bounds as follows:

BEGINNING at a point for the southeast corner of this described tract, and being in the most easterly south line of said 56.32-acre tract, from which the most easterly southeast corner of said 56.32-acre tract (being in the west line of right-of-way for U.S. Highway 83-84) bears N. 89° 29' 49" E. 600.16 feet;

THENCE S. 89° 29' 49" W. along the south line of this described tract, same being the most easterly south line of said 56.32-acre tract, a distance of 984.39 feet to a point for the southwest corner of this described tract, from which an interior corner in the south line of said 56.32-acre tract bears S. 89° 29' 49" W. 196.64 feet;

THENCE N. 00° 16' 40" E. along the west line of this described tract, and over and across said 56.32-acre tract, a distance of 602.24 feet to a point for the northwest corner of this described tract;

THENCE N. 89° 27' 26" E. along the north line of this described tract and continuing over and across said 56.32-acre tract, a distance of 990.09 feet to a point for the northeast corner of this described tract;

THENCE S. 00° 49' 07" W. along the east line of this described tract, and continuing over and across said 56.32-acre tract, a distance of 603.04 feet to said POINT OF BEGINNING and containing 13.66 acres of land, more or less;

-and-

all except the north 250.03 feet of the east 272.06 feet of a General Retail (GR) zoning district comprised of 9.86 acres out of the northeast quarter of Section No. 12, Lunatic Asylum Lands, E. Pogue Survey, Abstract No. 832, City of Abilene, Taylor County, Texas and the southeast quarter of Section No. 12, Lunatic Asylum Lands, M. Jones Survey, Abstract No. 766, City of Abilene, Taylor County, Texas and being out of the east end of that certain 56.32-acre tract as shown per survey for the Estate of Dorothy Parker by Williams Surveying Company in December, 2011, said 9.86-acre tract being more particularly described in metes-and-bounds as follows:

BEGINNING at a point for the northeast corner of this described tract and said 56.32-acre tract, being in the west line of right-of-way for U.S. Highway 83-84;

THENCE S. 00° 49' 07" W. along the east line of this described tract, same being the most northerly east line of said 56.32-acre tract, same being the west line of right-of-way for U.S. Highway 83-84, a distance of 853.52 feet to a point for the southeast corner of this described tract, same being the most northerly southeast corner of said 56.32-acre tract;

THENCE S. 89° 29' 49" W. along the south line of this described tract, same being the most easterly south line of said 56.32-acre tract, a distance of 600.16 feet to a point for the most westerly northwest corner of this described tract;

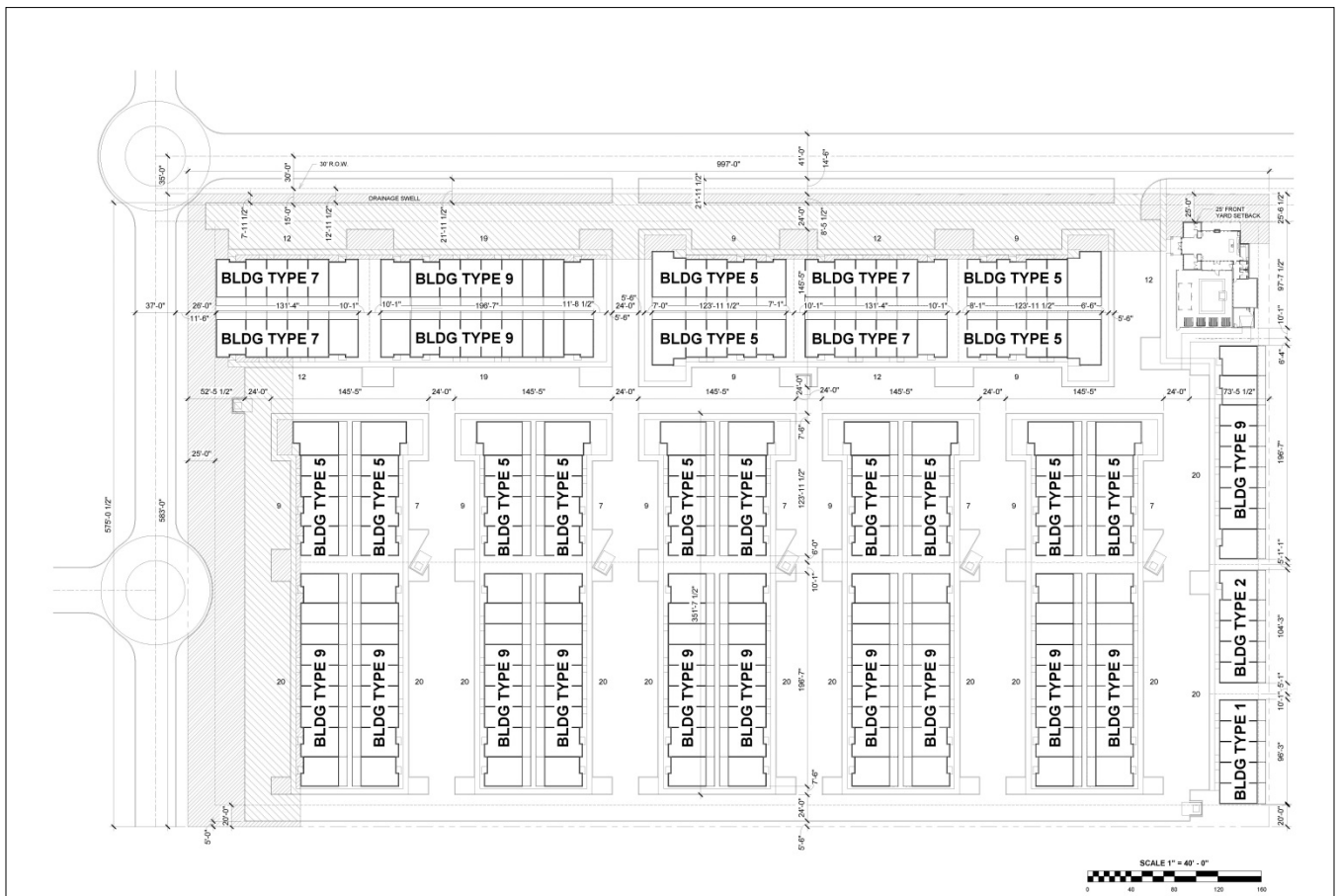
THENCE N. 00° 49' 07" E. along the most southerly west line of this described tract, and over and across said 56.32-acre tract, a distance of 603.04 feet to a point for the most westerly northwest corner of this described tract;

THENCE N. 89° 27' 26" E. along the most westerly north line of this described tract, and over and across said 56.32-acre tract, a distance of 330.47 feet to a point for an interior corner of this described tract;

THENCE N. 00° 16' 40" E. along the most northerly west line of this described tract, and over and across said 56.32-acre tract, a distance of 250.03 feet to point for the most northerly northwest corner of this described tract, and being in the north line of said 56.32-acre tract;

THENCE N. 89° 27' 26" E. along the most easterly north line of this described tract, same being the north line of said 56.32-acre tract, a distance of 272.06 feet to said POINT OF BEGINNING and containing 9.86 acres of land, more or less.





-END-

ZONING CASE CUP-2020-07

STAFF REPORT



REQUEST: Conditional Use Permit allowing multiple-family dwellings in General Retail (GR) District and in an adjoining Office (O) District.

APPLICANT:

Owner: PB 6950, LLC

Agent: Jacob & Martin, LLC

HEARING DATES:

P & Z Commission: October 6, 2020

City Council 1st Reading: October 22, 2020

City Council 2nd Reading: November 5, 2020

LOCATION:

- The subject property includes approximately 8.30 vacant acres in a General Retail (GR) District and 13.66 vacant acres in an adjacent Office (O) District, all of which lie in the 6800-6900 blocks (west side) of Highway 83-84 in far south Abilene
- All this acreage lies in the east half of Lunatic Asylum Lands Section 12 inside the City limits of Abilene.

BACKGROUND:

The subject properties together comprise approximately 21.96 acres. This acreage is part of a larger 57.2-acre collection of contiguous land under common ownership by the proponents. All 57.2 acres are now vacant.

All this vacant acreage was annexed to the City of Abilene in 1980 and was then automatically embraced within an Agricultural Open Space (AO) zoning district. That zoning classification remained in effect on these 57.2 acres until last year, when all of this property was rezoned to be in one of the following zoning classifications: General Retail (GR), Neighborhood Retail (NR), Neighborhood Office (NO), Office (O), Residential Multiple-Family (MF), Residential Medium-Density (MD) or Residential Patio Home (PH).

The present owners of these 57.2 acres now seek approval of a Conditional Use Permit (CUP) to allow multiple-family dwellings on:

- all 13.66 acres in the O zoning district, and
- all except the northernmost 1.56 acres in an adjacent GR District comprised of 9.86 acres total. The southern 8.30 acres of this GR District are proposed to allow multiple-family dwellings, extending all the way east to Highway 83-84.

A multiple-family dwelling includes any building with three (3) or more residential units therein. Since the adoption of Ordinance 35-2017, such buildings are not permitted in O and GR zoning districts, but, instead, require City Council's approval of a Conditional Use Permit.

ANALYSIS:

Criteria Analysis:

City staff has reviewed the request, based upon factors itemized in Section 1.4.3.5 of the Land Development Code, which concerns criteria for approval of Conditional Use Permits. These factors are identified and addressed below:

1. The proposed use at the specified location is consistent with policies embodied in the adopted Comprehensive Plan.

Abilene's Comprehensive Plan has an overarching objective to "*promote development characterized by a mix of mutually supportive and integrated residential and nonresidential use, combined with a network of interconnected streets with good pedestrian and bicycle access.*" Even if all 21+ acres embraced within this CUP are developed with multi-family dwellings, as proposed, directly to the north are another 7.25 acres of vacant land planned for future office and retail use. Urban-scale residences in PH, MD and MF Districts are planned to the west, farther from Highway 83-84. When such development is someday complete and connected by a network of collector and subcollector streets, the above-stated objective will be fulfilled.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

Office (O) and General Retail (GR) zoning classifications are both intended for relatively intense commercial uses with building mass comparable to that of multi-family residences. However, the specific commercial uses allowed therein are not altogether incompatible with nearby residences, given the limitations of both Office (O) and General Retail (GR) zoning.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements (either on-site or within 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 immediate vicinity surrounding the subject 21.96 acres remains vacant. The closest nonfarm use of land includes single-family home sites 250 feet to the north. The intervening vacant acreage is located within Neighborhood Retail (NR) and Neighborhood Office (NO) zoning districts designed for close compatibility with adjacent single-family homes. With future development of this intervening acreage as well as the subject property itself, any adverse impacts should be mitigated by routine application of ordinary standards for land use buffering and landscaping.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with existing and anticipated traffic in the neighborhood.

A planned collector street alignment extends east-to-west through the center of these subject 21.96 acres. That future collector street will someday connect on the east with South Clack Street (frontage road for Highway 83-84) and on the west with a future extension of an arterial street on Memorial Drive. With this street network in place and the subject property so close to (no more than 1000

feet from) Highway 83-84, traffic generated by multi-family dwellings should pose no substantial threat of traffic congestion.

5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**

The subject property and its surroundings are now vacant. There is nothing now to adjust, with the aim of reducing development-related traffic on neighborhood streets. Care must nonetheless be taken (with future subdivision of this acreage) to minimize traffic generated from high-density residences flowing through low-density residential neighborhoods.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

Multi-family residential construction will be required to comply with ordinary Site Development Regulations (in Chapter 4) of Abilene's Land Development Code. These include but are not limited to minimum standards for landscaping, screening unsightly features and shielding exterior illumination. Effective enforcement of these standards will help minimize adverse effects on adjacent properties.

7. **The proposed use meets applicable 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.**

Construction of multiple-family dwellings will be required to comply with all applicable standards of similar such construction in Residential Multiple-Family zoning districts. These include limitations on overall density (24 units per acre) and building height (3 stories or 40 feet) as well as minimum building setbacks and minimum paved parking requirements. With this requested CUP, the proponents are simply seeking permission to allow construction of multiple-family dwellings on now-vacant acreage in General Retail (GR) and Office (O) zoning districts.

Comprehensive Planning Analysis

The 2004 Comprehensive Plan includes a graphic plan map of Future Land Use and Development in and around Abilene. On that plan map, the subject property and its surroundings are encompassed within an area designated as GATEWAY / MIXED USE. As expressed earlier, this subject property lies close to Highway 83-84 in far south Abilene. This particular segment of Highway 83-84 functions as a major gateway to Abilene, from the south. The 2004 Comprehensive Plan goes on to state this Highway 83-84 gateway should *"be protected and enhanced to reflect citizens' aspirations for improving the design, appearance and image of Abilene."* Constructing multiple-family dwellings on this subject property is consistent with that goal of making Highway 83-84 an attractive entryway to Abilene. Promoting mixed use in this same environment will furthermore be enhanced by leaving some adjacent areas available for compatible retail and office use.

Existing Land Use

Location	Zoning	Existing Land Use
North	NO, NR	vacant acreage
South	AO	vacant acreage
East	GR	vacant acreage
West	MF, MD	vacant acreage

STAFF RECOMMENDATION:

Staff recommends approval of the requested CUP allowing multiple-family dwellings, as allowed in MF zoning, on this subject property. Such residential use will help promote goals for enhancing the appearance of development on Highway 83-84, especially where it functions as a major entryway to Abilene.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this request by a vote of five (5) to zero (0), on October 6, 2020.

NOTIFICATION:

The Planning Services Division sent public notices, with a certificate of mailing, to the applicant and to owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
PARKER CYNTHIA	7050 HWY 83-84	
PARKER CYNTHIA		
PB 6950 LLC	6950 HWY 83-84	In Favor
PB 6950 LLC		In Favor





Development Application

Planning

- ☒ Conditional Use
 ☐ Special Exceptions
 ☐ Rezoning
 ☐ Variance
☐ PDD Amendment
 ☐ Street Name Change
 ☐ Thoroughfare Abandonment
 ☐ Easement Release
☐ Historic Certification of Appropriateness
 ☐ Historic Project Tax Reduction

Relief Procedures

- ☐ Petition for Relief
 ☐ Proportionality Appeal
 ☐ Vested Rights Petition
 ☐ Appeal
 Other: _____

Project Name: PB6950 Highway 83-84 Tract

Address: Approx. No. of lots: _____ Acreage: _____
 A0832 SUR 12 L A L NE/4, TRACT 4 FASSHAUER, ACRES 31.896 A0766 SUR 12 L A L SE/4, ACRES 4.95 A0831 SUR 12 L A L SW/4, TRACT 7, ACRES 1.72

Legal Description: A0766 SUR 12 L A L SE/4, TRACT 5, ACRES 22.818 A0766 SUR 12 L A L SE/4, ACRES 4.95

Subdivision Name: _____ Block: _____ Lot: _____

Current Zoning: Multiple Proposed Zoning (if applicable): CUP for MF within O and GR district
See attached exhibit

OWNER AND AUTHORIZATION

Owner Name: PB 6950, LLC.

Address: 3409 S. 14th Street, Suite 204

City, State, Zip: Abilene, TX 79606

Fax: _____

Phone: _____ Email: _____

Agent Name: Jacob & Martin

Address: 3465 Curry Lane

City, State, Zip: Abilene, TX 79606

Fax: _____

Phone: 325-695-1070 Email: cfarrow@jacobmartin.com

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

Signature Owner: M. McGuffin Date: 8/3/2020

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

AUG 3 PM 4:27



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

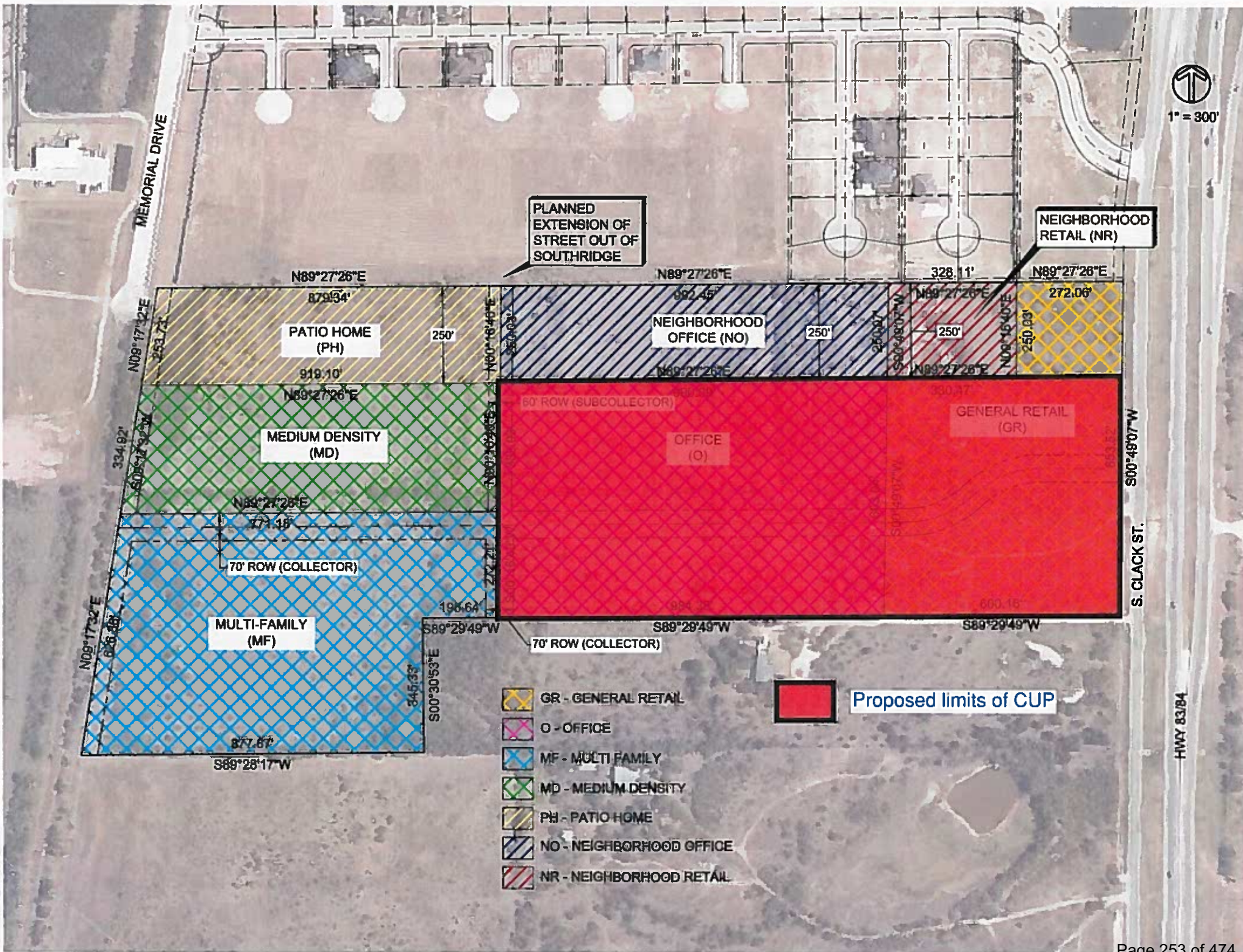
The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

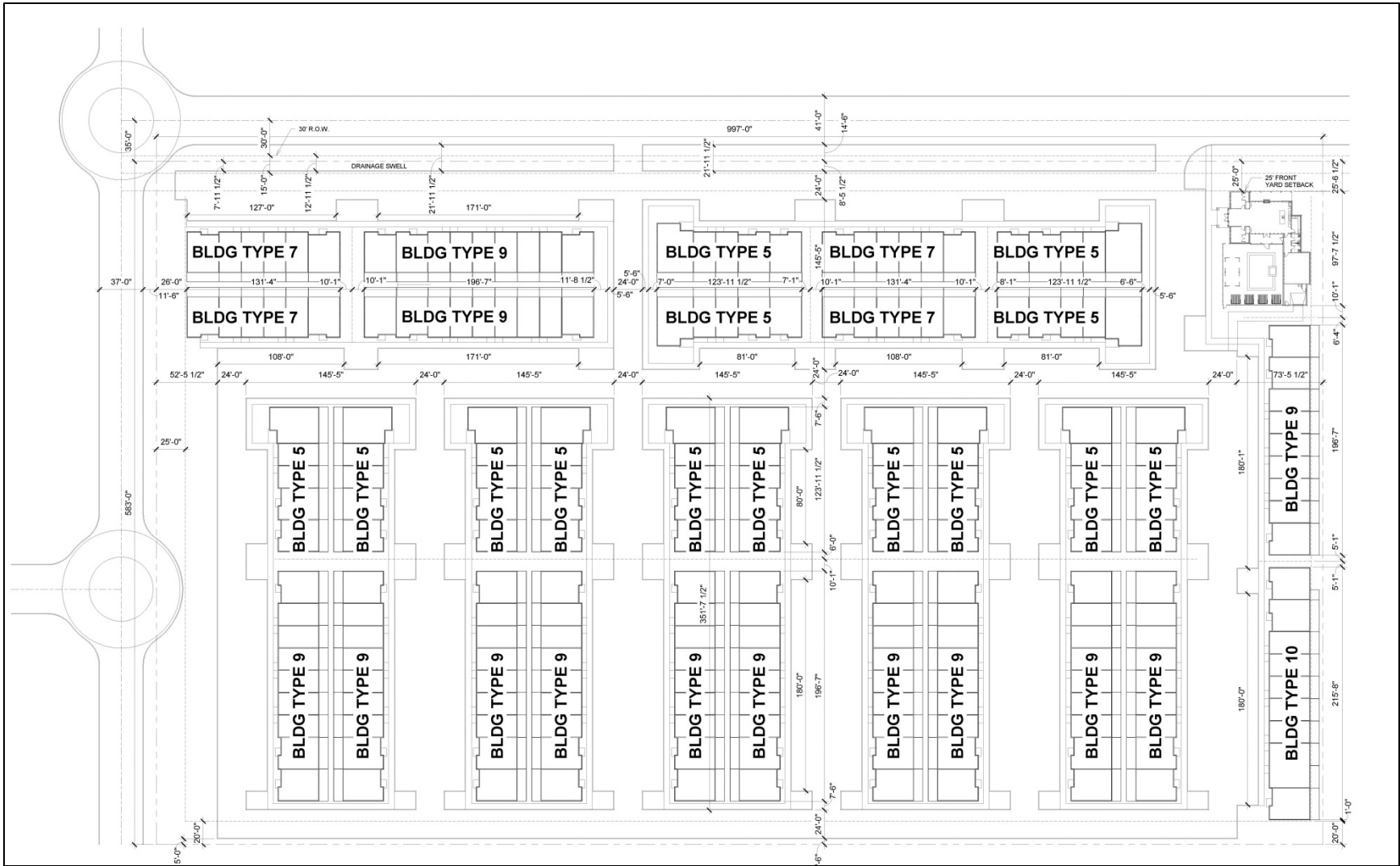
PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: M. Mcguffin DATE: 8/3/2020





CASE #: CUP-2020-07

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: PB 6950 LLC / Kyle Row
Address: 3409 S 14th St 201, Abilene TX 79605

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____

AUG 28 AM 10:09

CASE #: CUP-2020-07

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Name: PB 6950 LLC / Kyle Rowl
Address: 3109 S 14TH St 201, Abilene TX 79605

email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

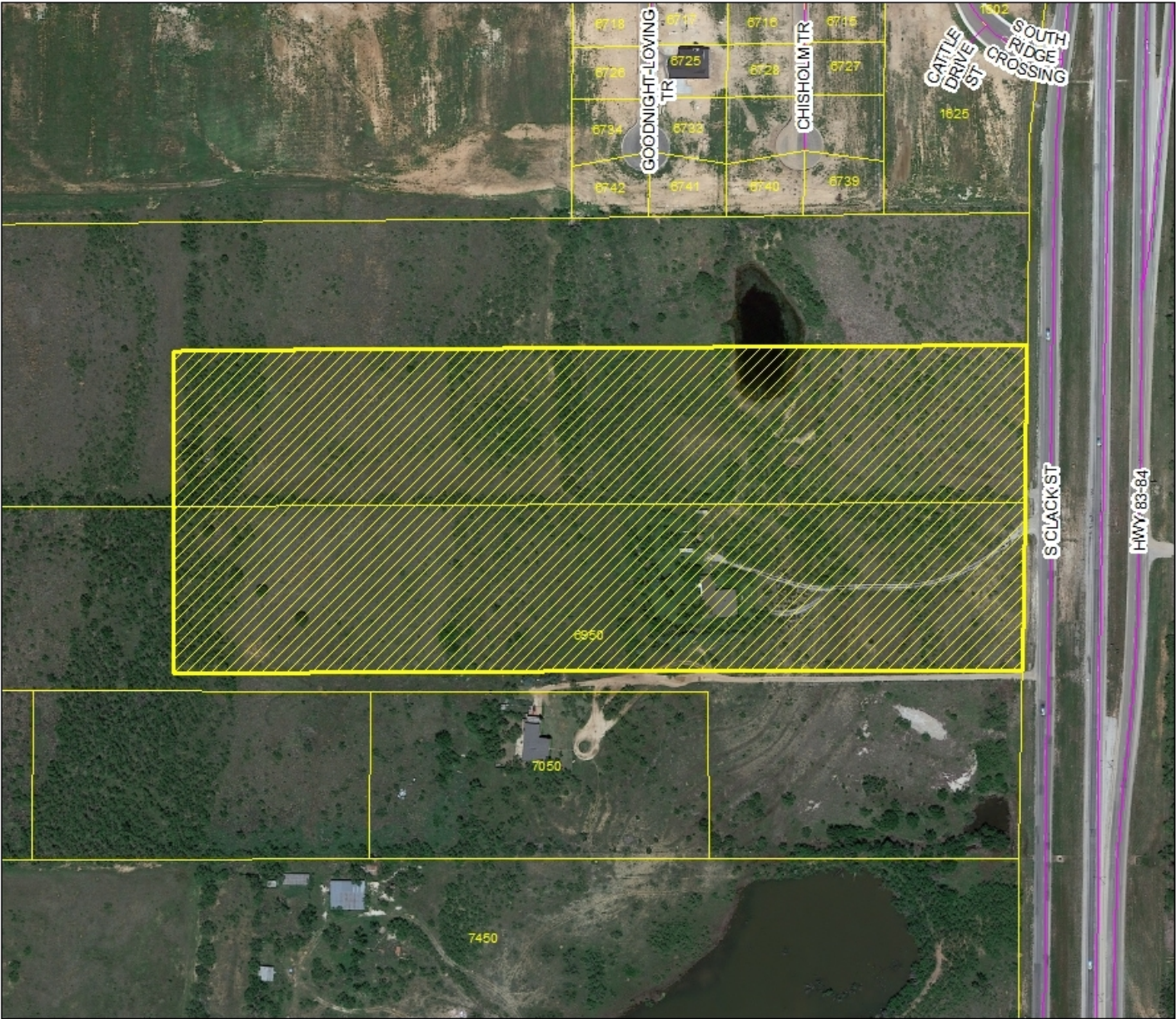
Additional Comments:

Signature: _____

AUG 28 AM 10:09

Case:	CUP-2020-07
Owner:	PB 6950, LLC
Agent:	Jacob & Martin, LLC
Request:	Conditional Use Permit to allow Multi-Family Dwellings in General Retail (GR) District and in an adjoining Office (O) District
Location:	8.30 acres and 13.66 acres in the 6800 - 6900 blocks (west side) of Highway 83/84
Notification:	2 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval

CUP-2020-07 AERIAL LOCATION MAP



Location Map



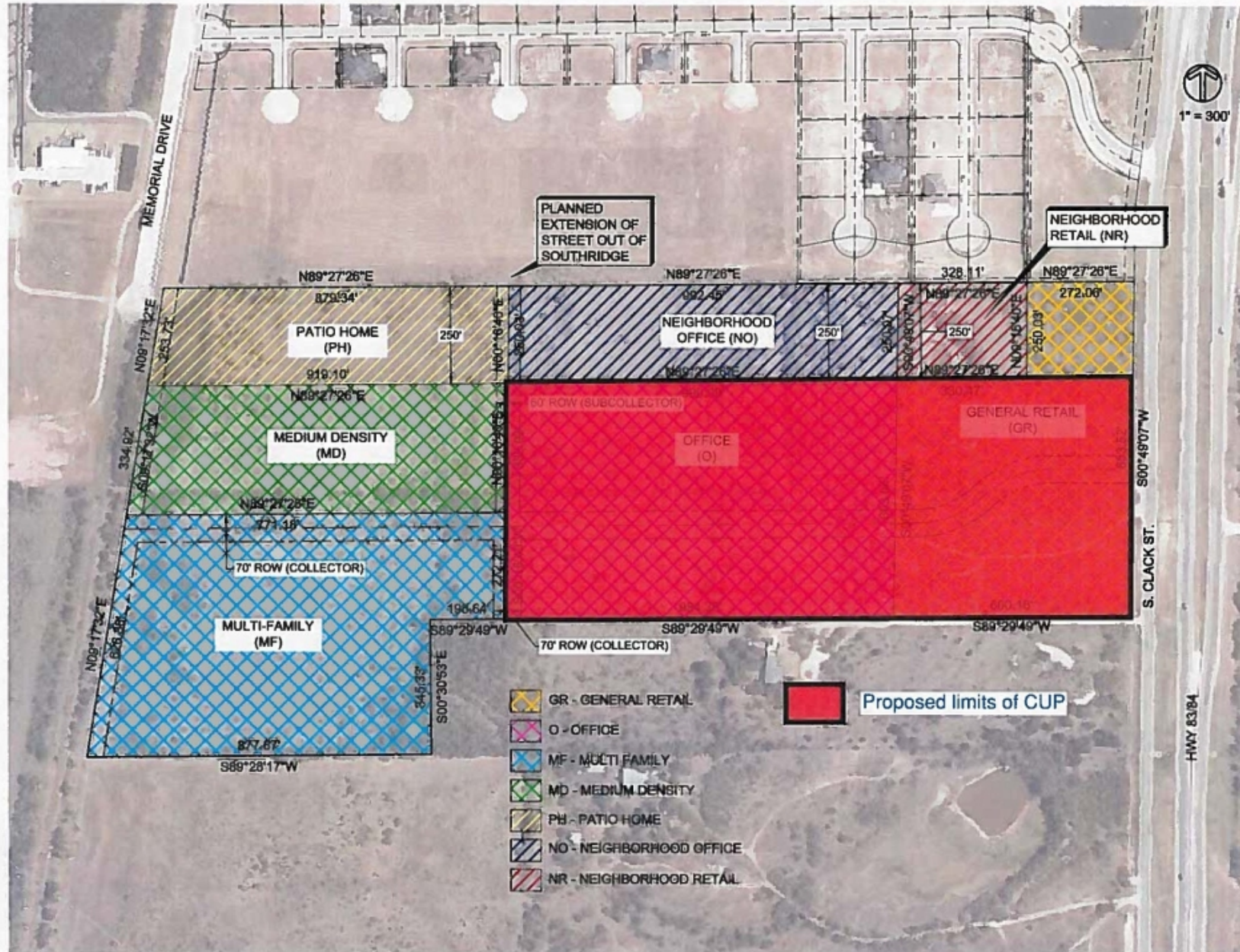
Legend

 CUP-2020-07

CUP-2020-07 ZONING MAP

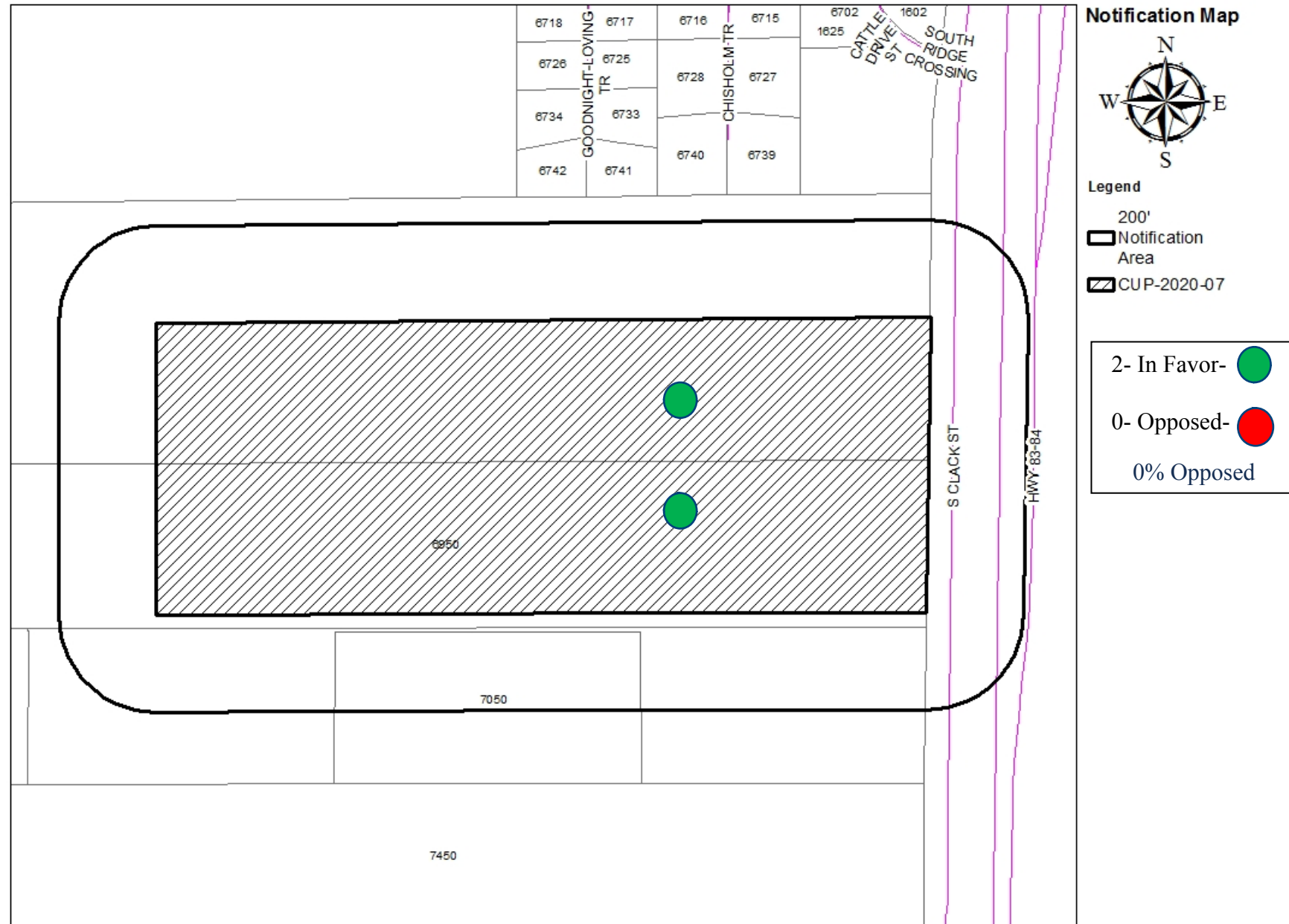






Site plan of the 10000 Sycamore project showing building layouts, setbacks, and dimensions. The plan includes various building types (Type 1, 2, 5, 7, 9) arranged in a grid-like fashion. Key features include a 32' R.O.W. (Right of Way) on the left, a 25' front yard setback on the right, and a 30' rear yard setback on the right. Dimensions are provided for setbacks, building footprints, and lot widths. A scale bar at the bottom right indicates 1" = 40' - 0".

CUP-2020-07 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.10)
- Reviewed Pursuant to Section 1.4.3.5 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **17. Ordinance (First Reading) Z-2020-14: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Rogers Recreation Inc., agent Jacob & Martin LLC, to rezone property from Planned Development (PD) District Number 58 to a Residential Single-Family (RS-6) District and a Residential Medium-Density (MD) District on 60.83 acres of now-vacant land wrapped around (but not adjoining) the southeast corner of Maple Street and Berry Lane in southeast central Abilene (Mike Warrix)**

GENERAL INFORMATION

The applicant is requesting to rezone property from Planned Development (PD) District Number 58 to a Residential Single-Family (RS-6) District and a Residential Medium-Density (MD) District on 60.83 acres of now-vacant land wrapped around (but not adjoining) the southeast corner of Maple Street and Berry Lane.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5 - 0.

ATTACHMENTS:

1. Z-2020-14 Ordinance
2. Z-2020-14 Council Staff Report
3. Z-2020-14 Council Presentation

ORDINANCE NO. _____

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

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

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

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 22nd day of October, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of September, 2020, 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 5th day of November, 2020, 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 5th day of November, 2020.

ATTEST:

CITY SECRETARY

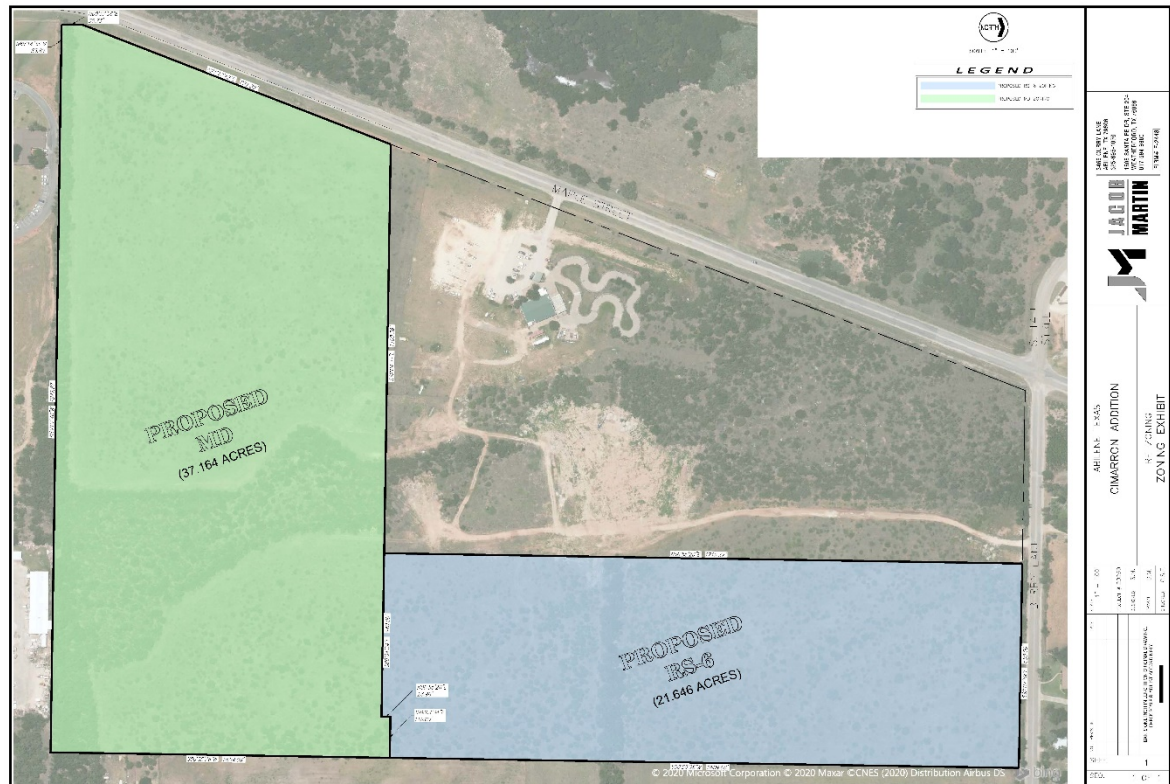
MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Rezone property from Planned Development District 58 (PDD 58) zoning classification, to a combination of Medium Density (MD) and Residential Single-Family (RS-6) zoning districts, as follows:



Location: 6800-6900 blocks (west side) of Highway 83-84 Abilene, Taylor County, Texas.

Medium Density (MD) zoning district

BEING a 37.164 acre zoning tract out of the northwest quarter of Section No. 51, Blind Asylum Lands, Abstract No. 630, City of Abilene, Taylor County, Texas, and being out of the southern portion of Lot 1, Block A, Section 2, Parkview Addition as shown per plat recorded in Cabinet 3, Slide 270, Plat Records, Taylor County, Texas, and further conveyed (called "TRACT TWO") in a Warranty Deed to Rogers Recreation, Inc. recorded in Volume 2236, Page 860, Official Public Records, Taylor County, Texas, and also being out of "Tract Three" as described in said Volume 2236, Page 860. Said 37.164 acre zoning tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the southwest corner of this described tract and said "TRACT THREE", and being in the southeasterly right-of-way line of Maple Street;
 THENCE N. 00° 37' 56" E. along the west line of this described tract, same being the west line of said "TRACT THREE", same being the southeasterly right-of-way line of said Maple Street, a distance of 55.73 feet to a point for corner of this described tract;

THENCE N. 21° 10' 42" E. along the northwest line of this described tract, same being the northwest line of said "TRACT THREE", same being the southeasterly right-of-way line of said Maple Street, a distance of 891.39 feet to a point for the northwest corner of this described tract;

THENCE along the northerly lines of this described tract; and over and across said "TRACT THREE" and said Lot 1, Block A, the following bearing and distances:

- S. 89° 04' 34" E, at 106.47 feet pass the southeast line of said "TRACT THREE", same being the northwest line of said Lot 1, Block A, and continuing on for a total distance of 1540.36 feet to a point for an interior corner of this described tract;
- N. 00° 55' 26" E a distance of 23.96 feet to a point for a corner of this described tract;
- S. 89° 04' 34" E a distance of 110.00 feet to a point for the northeast corner of this described tract, and being in the east line of said Lot 1, Block A;

THENCE S. 00° 55' 26" W along the east line of this described tract, same being the east line of said Lot 1, Block A, a distance of 913.96 feet to a point for the southeast corner of this described tract, same being the southeast corner of said Lot 1, Block A;

THENCE N. 89° 07' 46" W along the south line of this described tract, same being the south line of said Lot 1, Block A, a distance of 1872.87 feet to a point for a slight angle point of this described tract, and being at the southwest corner of said Lot 1, Block A, same being the southeast corner of said "TRACT THREE";

THENCE N. 89° 14' 38" W, and continuing along the south line of this described tract, same being the south line of said "TRACT THREE", a distance of 85.80 feet to the POINT OF BEGINNING and containing 31.164 acres of land, more or less.

Single Family Residential (RS-6) zoning district

BEING a 21.646 acre zoning tract out of the northwest quarter of Section No. 51, Blind Asylum Lands, Abstract No. 630, City of Abilene, Taylor County, Texas, and being out of the eastern portion of Lot 1, Block A, Section 2, Parkview conveyed (called "TRACT TWO") in a Warranty Deed to Rogers Recreation, Inc. recorded in Volume 2236, Page 860, Official Public Records, Taylor County, Texas. Said 21.646 acre zoning tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northeast corner of this described tract, and said Lot 1, Block A, and being in the south right-of-way line of Berry Lane;

THENCE S. 00° 55' 26" W along the east line of this described tract, same being the east line of said Lot 1, Block A, a distance of 1695.10 feet to a point for the southeast corner of this described tract;

THENCE along the southerly lines of this described tract, and over and across said Lot 1, Block A, the following bearings and distances:

- N. 89° 04' 34" W a distance of 110.00 feet to a point for an interior corner of this described tract;
- S. 00° 55' 26" W a distance of 23.96 feet to a point for a corner of this described tract;
- N. 89° 04' 34" W a distance of 440.00 feet to a point for the southwest corner of this described tract;

THENCE N. 00° 55' 26" E, and continuing over and across said Lot 1, Block A, and along the west line of this described tract, a distance of 1719.32 feet to a point for the northwest corner of this described tract, and being in the north line of said Lot 1, Block A, same being the south right-of-way line of said Berry Lane;

THENCE S. 89° 02' 59" E along the north line of this described tract, same being the north line of said Lot 1, Block A, same being the south right-of-way line of said Berry Lane, a distance of 550.00 feet to the POINT OF BEGINNING and containing 21.646 acres of land, more or less.

-END-

ZONING CASE Z-2020-14

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: Rogers Recreation Inc.

Agent: Jacob & Martin

HEARING DATES:

P & Z Commission: October 6, 2020

City Council 1st Reading: October 22, 2020

City Council 2nd Reading: November 5, 2020

LOCATION:

- 1873 Maple Street
- Legal description(s): 23.64 acres (in proposed RS-6 District) out of northeast part of Lot 1 in Block A of Section 2, Parkview Addition; and 37.19 acres (in proposed MD District) out of south part of Lot 1 in Block A of Section 2, Parkview Addition and in the south part of a certain 6.374-acre tract (bordering Maple Street) in the northwest quarter of Section 51, Blind Asylum Lands in the City of Abilene, Taylor County, Texas.

BACKGROUND:

The subject property was annexed into the City limits of Abilene in 1957, at which time it was zoned Agricultural Open (AO). In 1995, this property was rezoned to a Planned Development District (PDD 58). The PD ordinance adopted by City Council allows for the development of an amusement park; permitting a wide range of recreational and commercial entertainment activities. In 1997, a certificate of occupancy was issued for an amusement center at this location. It is believed that this site was occupied by the amusement center until 2006. Since 2006 the property has been vacant. Under its current Planned Development District zoning, the property has not shown much potential for future development. The applicant is now seeking to remove approximately 60.83 acres from this Planned Development District and rezone it to a mixture of Medium Density (MD) and Single-Family Residential (RS-6) Zoning.

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Planned Development (PD) District Number 58 to a Residential Single-Family (RS-6) District and a Residential Medium-Density (MD) District on 60.83 acres of now-vacant land wrapped around (but not adjoining) the southeast corner of Maple Street and Berry Lane.

APPLICATION REVIEW:

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as Low-Density Residential. The proposed zone change is consistent with the characteristics of Low-Density Residential land use. The proposed zone change will promote the Comprehensive Plan's

objective of infill by encouraging the development of land within the interior region of the City that has been vacant since being annexed into the City of Abilene in 1957.

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

The proposed land use is consistent with the surrounding properties in the immediate vicinity which are primarily residential. Furthermore, the proposed zone change will provide Residential Medium Density (MD) zoning which will serve as an effective transitional “buffer” between the Abilene State School to the south and the proposed Single Family Residential (RS-6) zoning proposed to the north.

Zoning		Existing Land Use
North	AO/RS-6	Single Family Residences
South	AO	Abilene State School
East	AO	Single Family Residence
West	AO	Vacant Land

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

The subject property currently has access to existing utilities and public amenities which are adequate for servicing the development that would result from this change in zoning. The subject property is located along both an existing arterial street (Maple St.) and collector street (Berry Ln.). Roads of this nature are customarily appropriate for accommodating the projected increase in traffic which will result from the approval and subsequent development of this property.

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

It is the opinion of the staff that there are no other factors, which substantially affect the public health, safety, morals, or general welfare of the City of Abilene.

STAFF COMMENTS:

The subject property has remained vacant since at least 2006. Under its current Planned Development District (PDD 58) zoning, the property shows little development potential. Rezoning this property to Medium Density (MD) and Single-Family Residential (RS-6) will promote the Comprehensive Plan’s objective of infill within the inner city region. This proposed zone change is consistent with the Future Land Use and Development Plan Map, which designates this area to be Low-Density Residential.

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request was reviewed pursuant to Section 1.4.1.4 (Criteria for Approval).

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of five (5) to zero (0), on October 6, 2020.

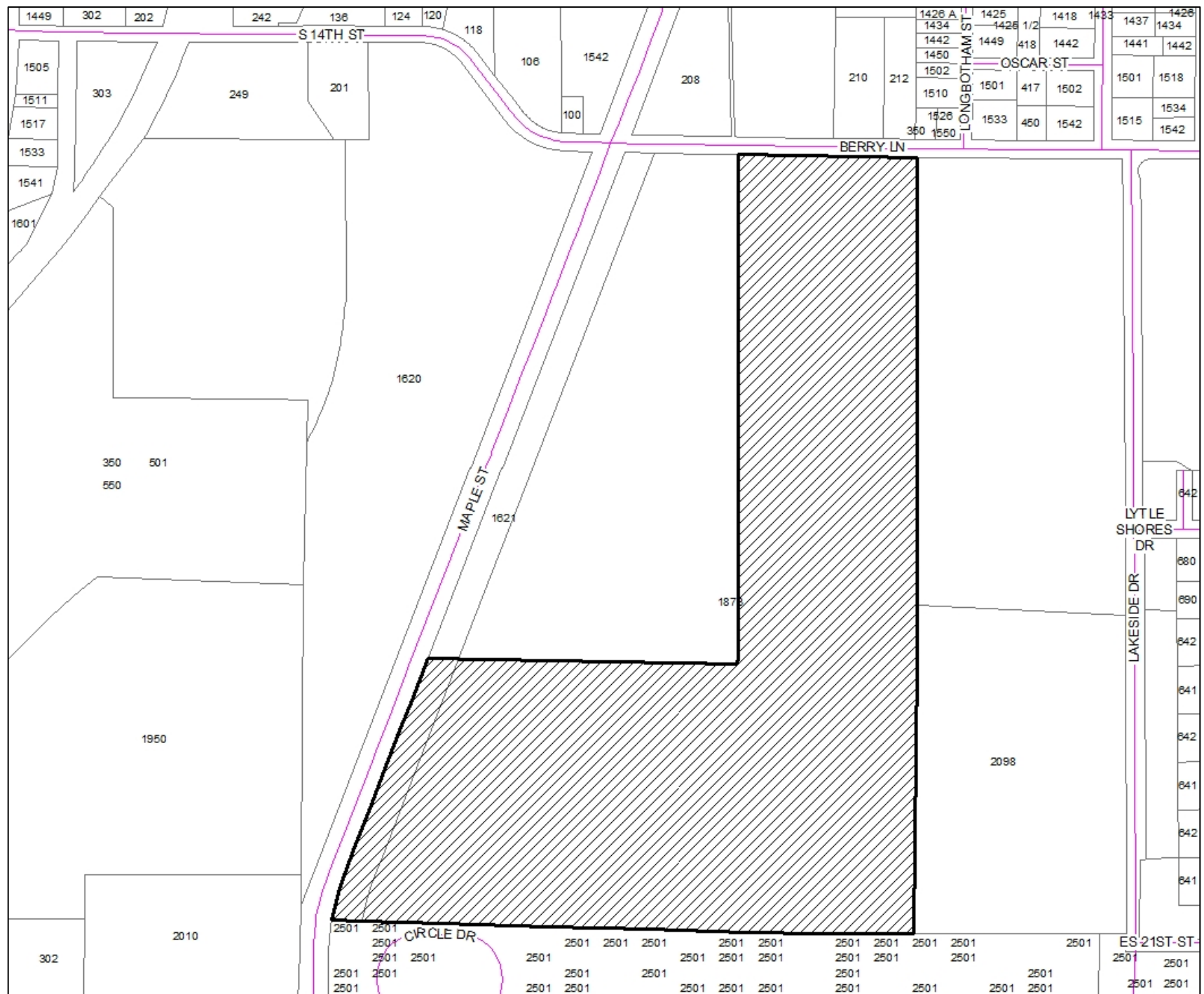
NOTIFICATION:

The Planning Services Division sent, with a certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

Owner	Situs	Response
ABILENE IND SCHOOL DIST	1950 MAPLE ST	
ABILENE STATE SCHOOL	2501 MAPLE ST	
CARPENTER DAVID M	1510 LONGBOTHAM ST	Opposed
ELLIS CODY & KRISTINA	1550 LONGBOTHAM ST	
ELLIS CODY & KRISTINA	1526 LONGBOTHAM ST	
HAM CAROL BETH		Opposed
HAM CAROL BETH	208 BERRY LN	Opposed
HIME JOHN K	1533 LONGBOTHAM ST	
LEWIS DONALD	2098 LAKESIDE DR	
MAYFIELD AMY MARCELE	212 BERRY LN	Opposed
MILLER BETTY L TR	2010 MAPLE ST	Opposed
ROGERS RECREATION INC	1621 MAPLE ST	In favor
ROGERS RECREATION INC	1873 MAPLE ST	In favor
SCHWERTNER CHARLES & KAYE TRUST	1620 MAPLE ST	
SKAGGS KATHY E	210 BERRY LN	
TORRES QUIRICO U & CYNTHIA M		
	350 BERRY LN	

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

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

Project Name: Maple St. & Berry St Residential Development
 Address: 1873 MAPLE STREET No. of lots: _____ Acreage: _____
 Legal Description: PARKVIEW SEC 2, BLOCK A, LOT 1, ACRES 83.355 A0630 SUR 51 B A L NW/4, ACRES 6.374
 Subdivision Name: _____ Block: _____ Lot: _____
 Current Zoning: PDD Proposed Zoning (if applicable): RS-6 & MD

OWNER AND AUTHORIZATION

Owner Name: Rogers Recreation Inc
 Address: 7406 Ashland Drive
 City, State, Zip: Amarillo, TX 79119-6420 Fax: _____
 Phone: 5757997703 Email: Tinarogers2@hotmail.com

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

Agent Name: Jacob & Martin
 Address: 3465 Curry Lane
 City, State, Zip: Abilene, TX 79606 Fax: 325-691-5134
 Phone: 325-695-1070 Email: cfarrow@jacobmartin.com

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

Signature Owner: Christina L Rogers Date: 9/2/2020

FOR OFFICE USE ONLY

Received: 9/2/20 Fee: \$ 1,500 Receipt No.: 0001055143
 Case No.: Z-2020-14 Reviewed By: [Signature]



Development Application

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

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

This zoning request is to support a residential development at this location. Adjacent uses are the state school to the south, AO to the immediate east, a variety of single-family residential further to the east and north, and an existing PD for an amusement park that remains undeveloped across Maple Street to the west. The intent of the development is to create single family residential with a pocket of medium density for anticipated duplex construction. The medium density would be situated along the south property line adjacent to the State School to transition in intensity down to a residential use.

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ROGERS RECREATION INC
Address: 1621 MAPLE ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: Christina Rogers

OCT 2 AM 11:29

CASE #: Z-2020-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ROGERS RECREATION INC
Address: 1873 MAPLE ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____

OCT 2 AM 11:29

CASE #: Z-2020-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: HAM CAROL BETH
Address: 208 BERRY LN

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: Carol Beth Ham

OCT 6 AM 10:57

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MAYFIELD AMY MARCELE
Address: 212 BERRY LN

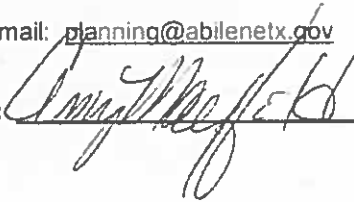
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____



RECEIVED
SEP 30 2020
PLANNING

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CARPENTER DAVID M
Address: 1510 LONGBOTHAM ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:





MILLER BETTY L TR
 % MILLER FAMILY REV LV TR
 2010 MAPLE ST
 ABILENE, TX 79602-5040

NOTICE OF PUBLIC HEARING

RE: Zone Change Application Number Z-2020-14

09/24/2020

The Planning and Zoning Commission will hold a public hearing on **Tuesday, October 6, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Rogers Recreation Inc., agent Jacob & Martin LLC, to rezone property from Planned Development (PD) District Number 58 to a Residential Single-Family (RS-6) District and a Residential Medium-Density (MD) District on 60.83 acres of now-vacant land wrapped around (but not adjoining) the southeast corner of Maple Street and Berry Lane in southeast central Abilene. Legal description being 23.64 acres (in proposed RS-6 District) out of northeast part of Lot 1 in Block A of Section 2, Parkview Addition; and 37.19 acres (in proposed MD District) out of south part of Lot 1 in Block A of Section 2, Parkview Addition and in the south part of a certain 6.374-acre tract (bordering Maple Street) in the northwest quarter of Section 51, Blind Asylum Lands in the City of Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **November 5, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at (325) 676-6490 or jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MILLER BETTY L TR

Address: 2010 MAPLE ST

Mailing To: Planning and Development Services
 P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____

We just moved to this address, especially because of the wildlife, not much traffic. Turning the above acreage into residential would ruin both of these. We see 15-20 deer daily.

CASE #: Z-2020-14

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: HAM CAROL BETH
Address:

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

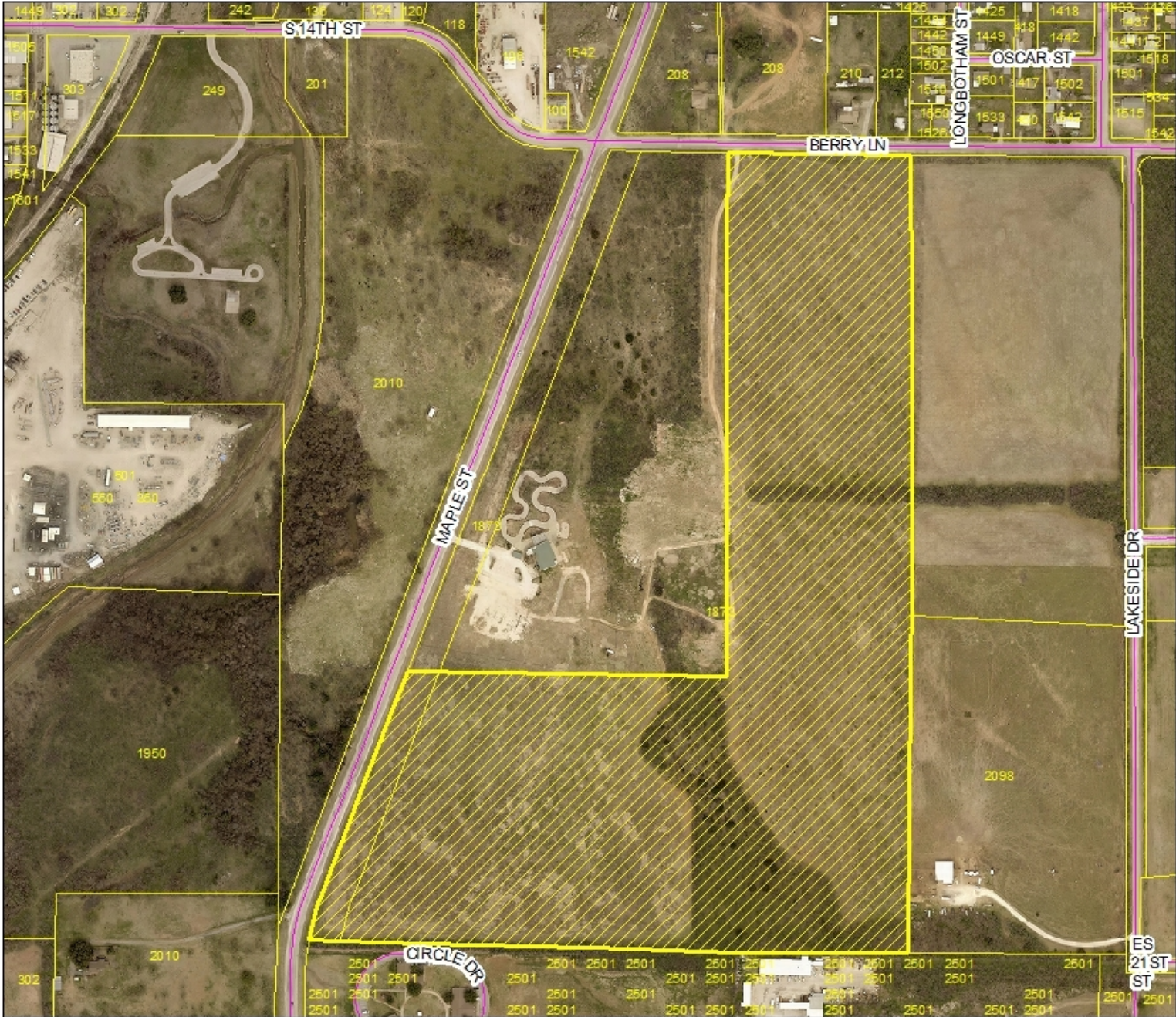
Signature:

Carol Beth Ham

OCT 6 AM 10:57

Case:	Z-2020-14
Owner:	Rogers Recreation Inc.
Agent:	Jacob & Martin
Request:	Rezone from PDD 58 to RS-6 and MD
Legal Description:	23.64 acres (in proposed RS-6 District) out of northeast part of Lot 1 in Block A of Section 2, Parkview Addition; and 37.19 acres (in proposed MD District) out of south part of Lot 1 in Block A of Section 2, Parkview Addition and in the south part of a 6.374-acre tract (bordering Maple Street) in the northwest quarter of Section 51, Blind Asylum Lands in the City of Abilene, Taylor County, Texas.
Notification:	2 in Favor, 5 Opposed
Planning & Zoning Recommendation:	Approval

Z-2020-14 AERIAL LOCATION MAP



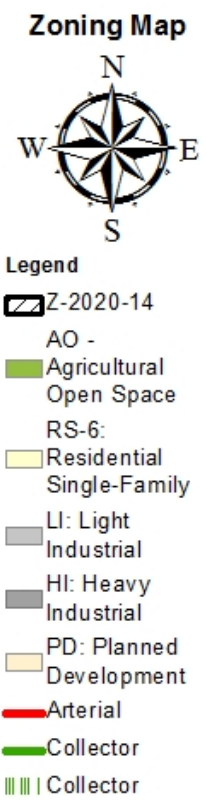
Zoning Map



Legend

 Z-2020-14

Z-2020-14 ZONING MAP



Z-2020-14 GRAPHIC CONCEPT PLAN



RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- C 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 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 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 Section 2.4.3 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

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
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- P/C Day Care Operation – Home-Based
- P Dwelling – Accessory
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- P Recreation Equipment, Mobile (storage & parking)
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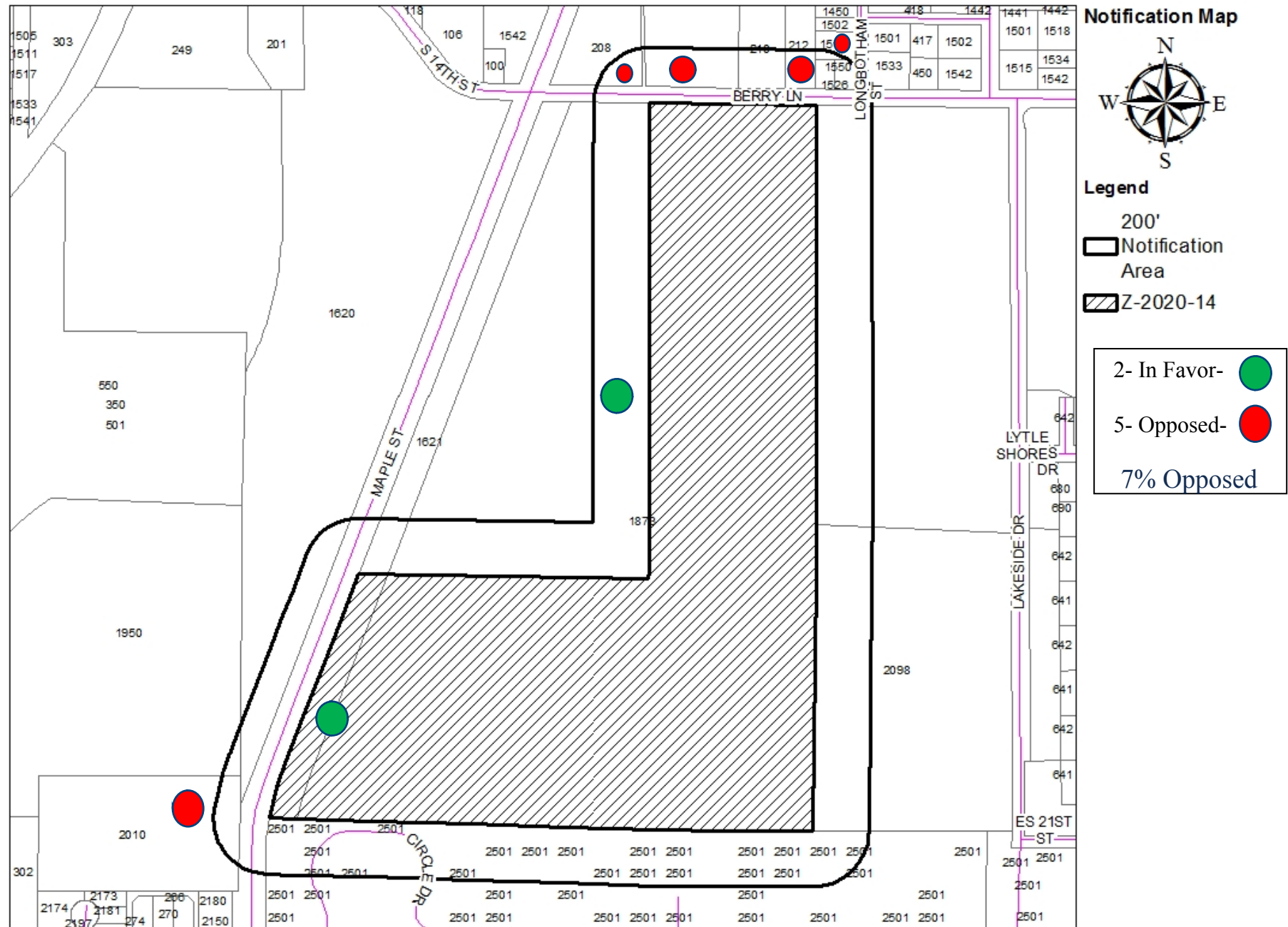
- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



Z-2020-14 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with Matrix Design Group for Dyess JLUS Implementation Consulting (CB-2071) (*Don Green*)

GENERAL INFORMATION

The City of Abilene partnered with City of Tye, Taylor County, View-Caps Area Residents and Dyess AFB to conduct a Joint Land Use Study (JLUS) for Dyess to determine the impact current land uses near the base had on its ability to maintain and expand its mission. The study was completed by July 2018 with all three jurisdictions accepting the recommendations in the Final Report.

The next step is the long term Implementation Phase, which will actualize the Recommendations from the Final Report to resolve some of the incompatible/not recommended uses around the base and help prevent future incompatible/not recommended uses. This will be a perpetual monitoring of development near the base to prevent restrictions or hazards to the base's operations and to the communities around the base.

The City has accepted responsibility to contract with a consultant to perform parts of the Recommendations. The City conducted a Request for Proposals (CB-2071) for services such as GIS updates for City of Abilene and City of Tye that show the critical areas where structure height restricts base aircraft operations and where aircraft noise causes concern for residential and other development near the base. The City received three proposals: Matrix Design Group - \$449,850, KSA Engineers - \$295,000 and Tierra Plan - \$96,875. All three companies seem capable of performing the required work, but the selection committee believes Matrix's experience and knowledge from conducting Dyess' JLUS and others' would enhance the success of this scope of work. Staff negotiated with Matrix to get the price down to \$334,633 with only

minor reductions in the proposed scope of work including reduced on-site meetings and zoning ordinance revisions that can be handled locally.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City received a grant from Department of Defense's Office of Economic Adjustment in the amount of \$334,754 with City In-Kind contribution (Staff time) and DCOA cash contribution of \$52,688.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Matrix Design Group Contract Resolution 10-22-20
2. Matrix JLUS Implementation Contract
3. Matrix Contracts Presentation (10-22-20) (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AWARDED A CONTRACT FOR DYESS JOINT LAND USE STUDY IMPLEMENTATION SERVICES TO MATRIX DESIGN GROUP, INC.

WHEREAS, the City of Abilene (City) has a vested interest in supporting the missions of Dyess Air Force Base and its co-existence with the City and surrounding jurisdictions and communities; and

WHEREAS, the City led a Joint Land Use Study (JLUS) that concluded July 26, 2018 with City Council acceptance of the Final Report; and

WHEREAS, the Final Report made recommendations to mitigate current and future potential land use concerns; and

WHEREAS, the City conducted a Request for Proposals (CB-2071) for consulting services for Implementation of some of the JLUS Final Report recommendations; and

WHEREAS, the City received a grant from Office of Economic Adjustment (OEA) to pay for the consulting services; and

WHEREAS, City Staff negotiated a satisfactory reduced scope of work and fee with Matrix Design Group, Inc.

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

1. That a contract is awarded to Matrix Design Group, Inc. in the amount of \$334,633.00 to perform services described in the contract.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 22nd Day of October 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 22nd day of October, 2020, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Matrix Design Group, Inc. (“Professional”).

The City is engaged in Joint Land Use Implementation Consulting 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 designate kind of professional 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 Consultant 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. 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 April 30, 2022.

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 agreement without the City's prior written consent. In the event of an assignment by the Consultant 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.

IV. STATUS OF PROFESSIONAL

The Professional is an Independent Contractor. Professional and Consultant'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, licensee 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 agreement. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this agreement 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 agreement, 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 agreement is made.

2. Provide for 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 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.

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 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 agrees to 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: Don Green, Director of Transportation Services
2933 Airport Blvd, Ste 200
Abilene, TX 79602
325-676-6061**

**Professional - ATTN: Celeste Werner, Project Manager

2020 N. Central Ave, Ste 1140
Phoenix, AZ 85004**

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 bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

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

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.

XXI. BOYCOTT OF ISRAEL

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

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

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

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

PROFESSIONAL

By: Robert Hanna

By:

Title: City Manager

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

Project Management

Matrix will establish project management protocols to ensure that activities are coordinated from project startup through completion. Matrix will work with the City of Abilene to ensure a smooth transition from the JLUS to Implementation and coordinate stakeholder and public engagement throughout the process. One of the most critical elements of the Dyess AFB JLUS Implementation project is maintaining and supporting the community engagement from multiple agencies, organizations, stakeholders, and the public that was created during the JLUS process. Task 5 summarizes Matrix's plan for stakeholder engagement in the execution of the project.

Matrix understands that all information concerning the Dyess AFB JLUS Implementation project will be provided to the City of Abilene's Project Manager before review by stakeholders or public release. We further understand that, at the completion of the Dyess AFB JLUS Implementation project, all maps, data, and reports (native and pdf files) shall be the property of the City of Abilene and will be provided in electronic format and hardcopy, as required. We will work with the City of Abilene to maintain project continuity and institutional knowledge.

Administrative Support

Matrix will work with the City of Abilene's Project Manager to accomplish the tasks that follow.

- ☐ Develop and refine the project schedule and milestone completion dates, as necessary
- ☐ Schedule and facilitate Dyess AFB JLUS implementation committee meetings and public workshops
- ☐ Maintain the existing JLUS database and include the Implementation Committee members, as well as interested members of the public and stakeholders, throughout the project
- ☐ Track meeting attendance
- ☐ Prepare meeting notices, agendas, handout materials, maps, presentations, and any other documents needed to accomplish the project objectives
- ☐ Provide regular monthly status reports that detail work in progress, work accomplished, and funds expended that matches the OEA grant administration progress reports
- ☐ Sustain communication, as directed, with project stakeholders

Task 1: Planning and Zoning Ordinances for City of Tye and City of Abilene

Matrix will develop new and update existing zoning ordinances for the Cities of Abilene and Tye to promote compatible land use around Dyess AFB and protect future Air Force missions and the public from incompatible or not recommended uses.

Subtask 1.1: Evaluation of Existing Zoning Regulations

Matrix will conduct a review of existing City of Abilene and City of Tye zoning regulations including land use and zoning maps as they pertain to compatibility with Dyess AFB that will include any changes since completion of the JLUS. During this assessment, Matrix will work with the implementation committee to identify appropriate amendments to address compatibility. This includes a review of Section 2.3.5.1 Airport Zoning of Abilene's Land Development Code and Chapter 14 Zoning of Tye's Land Development Code.

Subtask 1.2: Development of Zoning Regulations and MOUs

Matrix will develop draft language for the amended City of Abilene and new City of Tye zoning regulations, Memoranda of Agreement (MOA), and processes to address the following items.

☐ Airport Zoning Regulations:

Incorporation of the MCAOD and associated military compatibility areas (MCAs) into regulations and maps ☐ Incorporation of recommended land use guidelines for noise zones, clear zones, and accident potential zones including uses, density, and intensity of development in regulations, as directed and agreed upon by members of the implementation committee

☐ Establishment of building and structure height limitations

☐ Procedures for ensuring coordination of alternative energy development applications with the Military Aviation and Installation Assurance Siting Clearinghouse (formerly the DoD Siting Clearinghouse) and the Texas Early Notification Tool

☐ Lighting standards that reflect best practices to address ambient lighting impacts on missions using night vision equipment in regulations

☐ Regulations supportive of reducing bird and wildlife aircraft strike hazards

☐ Regulations to limit new mobile and manufactured home parks and zones in Dyess AFB noise zone

☐ Drone Ordinances:

☐ A drone ordinance that regulates drone use based on land use and zoning powers; nuisance and trespass; reasonable time, manner, and place restrictions; proper notification; and provisions for violations and penalties that Abilene and Tye can adopt and employ

☐ Coordination and Communication MOAs between Dyess AFB and the Communities and Notification Tools:

☐ Coordination and communication for MOA for Abilene and Tye reflecting the

comprehensive areas related to compatible development that address contact information for the points of contact, triggers for communication including development review; land use actions, transportation, infrastructure, and utility planning; and economic development planning

- ☐ An MOA to invite a representative from Dyess AFB to serve as an ex-officio member on Abilene's and Tye's planning and zoning commissions so that comments may be provided on proposed developments that may impact the Dyess AFB mission. The Dyess AFB representative shall only provide comments for technical consideration on compatibility impacts and will not make any recommendation on the final land use decision.

- ☐ Resolution Template for Military Liaison to the Planning Commission:

- ☐ Develop a resolution template that Abilene and Tye can use to appoint a military liaison to their planning commission

- ☐ Coordination Processes and Procedures for FAA Part 77:

- ☐ FAA Part 77: Procedures for the Cities of Abilene and Tye and Taylor County requiring development applicants to submit with their applications a Finding of No Significant Impact from the FAA subject to the requirements of Part 77 to demonstrate that a proposed structure will not create a vertical obstruction within the navigable airspace.

Subtask 1.3: Draft New Requirements and Review

Matrix will submit the draft amended and new zoning regulations, ordinances, MOAs and notification tools, resolution, and processes and procedures electronically to the JLUS Implementation Committee, Cities of Abilene and Tye, and Dyess AFB for review and comment, and will follow up by conducting a review meeting with the committee to review the draft materials and make refinements.

A Proposal: Dyess AFB Joint Land Use Study Final Report Implementation 3

Subtask 1.4: Community Input

Matrix will prepare for, operate, and facilitate public workshops to obtain community feedback on the draft zoning regulations and ordinances. This will include preparing graphics and meeting materials to be used to facilitate discussion and articulate changes. We will consolidate public input received in a comment tracker and provide responses, then work with the JLUS Implementation Committee to incorporate public comments into the draft materials.

Subtask 1.5: Final Draft Deliverables

Matrix, with the implementation committee, will assist the cities with preparations for public hearings to adopt the final materials. Again, this will include preparing graphics and meeting materials to support presentations for adoption in each city.

Deliverables

- ☐ Draft amendments to Abilene's Airport Zoning Ordinance (electronic format)
- ☐ Final amendments to Abilene's Airport Zoning Ordinance (electronic format)

- ☐ Draft Airport Zoning Ordinance for the City of Tye (electronic format)
- ☐ Final Airport Zoning Ordinance for the City of Tye (electronic format)
- ☐ Drone ordinance
- ☐ MOA and notification tools
- ☐ A resolution template that Abilene and Tye can use to appoint a military liaison
- ☐ Procedures for Part 77 requirements

Task 2: GIS-Web-based Portal

Matrix previously collected relevant GIS data from project stakeholders that was used to complete the Dyess AFB JLUS. At the start of the project, Matrix will coordinate with the Cities of Abilene and Tye, Taylor County, Dyess AFB, and other stakeholders to ensure that the data we have collected is still accurate, working with appropriate stakeholders to collect and inventory all necessary GIS data that has been updated since completion of the JLUS. As the project progresses, Matrix will acquire any additional existing GIS data layers from local, state, or federal agencies as necessary to support the objectives of the JLUS Implementation.

Matrix will develop an interactive GIS internet-based mapping portal to educate and engage the public in a simple and meaningful way using maps, graphics, and brief text descriptions of key project elements that can be easily explained. These include the existing and future land use, zoning, community profile data, military profile and mission footprint maps, and other data that is associated with Task 1. The interactive portal will help explain the interrelationships of compatibility elements and will allow the public to easily and geographically visualize and understand how they relate to the project. This will assist property owners and developers with gathering information on potential impacts to future development or consider the location of military mission footprints prior to proposing development that is incompatible or not recommended.

The portal will include existing publicly releasable GIS layers. A sampling of some of the GIS layers includes:.

- ☐ Aerial imagery
- ☐ Topography
- ☐ County and city municipal boundaries
- ☐ Parcel information
- ☐ Existing land use
- ☐ Future land use
- ☐ Zoning
- ☐ Natural features inventory, water features, flood zones
- ☐ Municipal infrastructure data such as public water, sewer, and electric districts
- ☐ Streets and roads

- Military installation mission footprints, including training corridors, airfield safety zones, noise contours, imaginary surfaces, special use airspace, and bird or wildlife aircraft strike hazards
- Other publicly available data that are identified by the communities and military installations as having a benefit to display in the interactive GIS internet-based mapping portal

Matrix will develop this portal to be managed by the City of Abilene, but will serve the region around Dyess AFB, including the City of Tye and unincorporated parts of Taylor County. Early in the project, Matrix will coordinate with Abilene's staff members who manage their GIS data to identify the best way to develop the GIS mapping portal on the city's GIS platform so that Matrix does not have to create a new platform. This will also ensure the portal is developed in a format that can be managed and updated by the City of Abilene after the conclusion of the JLUS Implementation. Matrix has found the easiest way to do this is for the city to provide Matrix GIS staff with credentials to access its ArcGIS system to build the portal. The credentials should only allow Matrix access to build the portal and not to modify other GIS information.

At the completion of the project, all geospatial data used for compatible use analysis and/or map production will be submitted to the City of Abilene and DoD Office of Economic Adjustment in either the Esri File Geodatabase format (*.gdb) or Esri Shapefile format (*.shp). All GIS data will be readable within standard GIS software, e.g., Esri's ArcMap, etc., and it should be limited to the area around the project's Area of Interest (AOI) in order to omit unnecessary data. Regardless of the geospatial data format, all of it will include metadata in either the ISO 19139 Metadata Implementation Specification style or the Spatial Data Standards for Facilities, Infrastructure, and Environment-Metadata (SDSFIE-M) style. Metadata records for each dataset will include the minimum required information per metadata style written within the organization's preferred metadata editor software, e.g. Esri's ArcCatalog. All participating jurisdictions and Dyess AFB shall confirm that all geospatial data is publicly releasable prior to final delivery.

Deliverables

- Interactive Dyess AFB Compatibility GIS Web-Based Portal on the City of Abilene's ArcGIS platform

Task 3: Compatibility Resource Guide

Working closely with the JLUS Implementation Committee, Matrix will develop a compatibility resource guide that includes a series of informational brochures that provides easy-to-use information about Dyess AFB's operations and missions and how they relate to the local community. These will include mission footprints that go outside

the installation boundary for the JLUS stakeholders, public, and other visitors and residents of the area, addressing items that are referenced in the JLUS. The purpose of the brochures is to provide education and information relative to the presence, mission, impacts, and economic value of Dyess AFB related to the surrounding area. The guide will be developed as both an electronic and hard copy deliverable that will be available to local jurisdictions' offices, real estate brokers and developers as well as online in a related area of each jurisdiction's website. The guide will include the following components, which may be usable as stand-alone brochures.

- ☐ Dyess AFB Overview to include summary of the missions, operations, and economic impact
- ☐ Imaginary surfaces mission footprint and vertical obstruction guidance
- ☐ Aircraft noise mission footprint and education / development guidance
- ☐ Airfield safety zone mission footprint and education / development guidance
- ☐ Bird / wildlife aircraft strike hazard mission footprint and education / development guidance
- ☐ Drone education focusing on safety, prohibited areas and regulations on their use
- ☐ Local / regional agency guide to include information about the various agencies in the JLUS Study Area that play a role in land management or planning and their respective missions, responsibilities, and geographic service areas

Subtask 3.1: Draft Compatibility Resource Guide

Matrix will submit a draft of the compatibility resource guide in electronic format to the City of Abilene's Project Manager and the JLUS Implementation Committee for review and comment. Comments received will be used to make any refinements to the information and concepts conveyed.

Subtask 3.2: Final Compatibility Resource Guide

Upon review and incorporation of comments from the JLUS Implementation Committee, Matrix will submit the final compatibility resource guide to the City of Abilene's Project Manager for approval. Once approved, Matrix will provide the brochures in electronic format suitable for online distribution, in electronic format for future printing and 50 professionally printed hardcopies.

Deliverables

- ☐ Draft Compatibility Resource Guide (electronic format)
- ☐ Final Compatibility Resource Guide (electronic format)

Task 4: Noise Attenuation Education Materials

Building upon the aircraft noise mission footprint and education / development guidance information developed as part of Task 3, Matrix will develop a noise attenuation

education guide. The guide will describe best practices, building techniques, and construction materials that can be used to achieve a 45 dB DNL interior noise level for structures within Dyess AFB noise zones. Information in the guide will include relevant guidance and recommendations from Federal Aviation Administration guidance on airport noise compatibility planning Section 14 Code of Federal Regulations (CFR) Part 150, U.S. Department of Housing and Urban Development noise abatement policies in Section 24 CFR Part 51, the 2015 Dyess AFB AICUZ Study, Air Force Instruction 32-7063, and other relevant documentation. This guide will be developed in an easy-to-use format and will include relevant graphics to support the information. It will be developed for use by developers, architects, builders, and general public to provide education to help support compatible development within the Dyess AFB noise zones.

Subtask 4.1: Draft Noise Attenuation Education Guide

Matrix will submit a draft of the noise attenuation education guide via electronic format to the City of Abilene Project Manager and the JLUS Implementation Committee for review and comment. Comments received will be used to make needed any refinements to the information and concepts conveyed.

Subtask 4.2: Final Noise Attenuation Education Guide

Upon review and incorporation of comments from the JLUS Implementation Committee, Matrix will submit the final noise attenuation education guide to the City of Abilene Project Manager for approval. Once approved, Matrix will provide the brochures as above, in electronic format suitable for online distribution, in electronic format for future printing and 50 professionally printed hardcopies. The final noise attenuation education Guide may be incorporated into the Compatibility Resource Guide described in Task 3 if desired by the JLUS Implementation Committee.

Deliverables

- ☐ Draft noise attenuation education guide (electronic format)
- ☐ Final noise attenuation education guide (electronic format and 50 hard copies)

Task 5: Meeting Coordination and Participation

Participation of stakeholders and the public is integral to a successful Dyess AFB JLUS Implementation process and hinges on continuous stakeholder buy-in and support and many opportunities for stakeholder and public engagement and input. The implementation of recommendations from the Dyess AFB JLUS identified in Tasks 1-4 is multifaceted and integrated, involving coordination and communication, long-range planning, land use planning and administration, economic development, infrastructure, education, and legislation. The recommendations also impact different groups at the local, regional, state, and federal levels: elected and appointed officials, local

government and county staff, regional organizations and state agencies, federal officials, the military, and the public. Because of this diversity, knowing with whom to engage and when is as important as the goal of effectively and concisely articulating the compatibility context and roadmap for implementation. Efficiently socializing information, explaining impacts and trade-offs, and achieving win-win outcomes for the military and defense communities is dependent on stakeholder and public understanding of the interconnections between compatibility issues and solutions.

Project Kick-Off Meeting

Matrix will conduct a zoom kick-off meeting with the City of Abilene's Project Manager and any other necessary stakeholders, as determined by the City's Project Manager, to review the contractual scope of work and project schedule and to establish the procedures and protocols that will be followed in administering the contract. This meeting will be conducted virtually via Zoom or Microsoft Teams to align with CDC recommendations of minimizing in-person gathering in response to the COVID-19 pandemic.

JLUS Implementation Committee Meetings

Working with the City of Abilene Project Manager, Matrix will schedule and facilitate up to three (3) JLUS Implementation Committee meetings at key times during the project, to coincide with project milestones and presentation of draft and final deliverables. At a minimum, the first two Implementation Committee meetings will be conducted virtually via Zoom to align with CDC recommendations of minimizing in-person gathering in response to the COVID-19 pandemic. The proposed schedule for the meetings is shown in the project schedule located at the end of this section. Matrix will also conduct supplementary conference calls and web-based meetings with appropriate implementation committee members or other stakeholders to discuss and review draft deliverables prior to presenting them to the entire committee. These meetings will occur on an as-needed basis and will be coordinated with the City of Abilene Project Manager.

Public Workshops

Matrix will work with the City of Abilene's Project Manager to schedule and facilitate up to two (2) public workshops to coincide with project milestones and presentation of draft and final deliverables as above. The public workshops are intended to present draft materials and findings to the public and receive input from them to guide development of the implementation actions. At a minimum, the first public workshop will be conducted virtually via Zoom to align with CDC recommendations of minimizing in-person gathering in response to the COVID-19 pandemic. As with the development of the JLUS, we will work closely with all key stakeholders, specifically with the City of Tye, View Caps, Taylor County, Dyess and the City of Abilene to make sure their voice is heard. The key to success is bringing everyone to the table to identify solutions that

balance everyone's concerns and desires.

Conducting Meetings Under COVID-19 Conditions

Though in-person meetings are preferred, due to the persistent limitations on travel and group gatherings resulting from COVID-19, Matrix has adapted new means of engagement. We actively use and are fully capable of supporting online virtual meetings using different platforms. We routinely conduct virtual stakeholder meetings, committee meetings, and public meetings in virtual environments. We have adapted the tools we use for in-person meetings for the virtual environment, including virtual sign-in sheets, virtual question polling, documentation and mapping tools, and feedback and comment solicitation. If it is agreed upon by the City of Abilene Project Manager, Matrix will utilize virtual stakeholder engagement to support the planned Implementation Committee meetings and public workshops until it is deemed safe to conduct in-person meetings.

We are fully equipped with the latest tools and technology to conduct meetings both in-person and using virtual environments. We are agile and flexible to meet the needs of the project and the City of Abilene and ensure that we provide a high level of engagement while keeping projects on schedule and budget.

Deliverables

- ☐ Project kickoff zoom meeting with City of Abilene
- ☐ Up to three committee meetings
- ☐ Up to two public workshops
- ☐ Conference calls / web-based meetings

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION 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 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 ____

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

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, 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 _X_

Payment is a fixed fee amount of \$334,633.00 payable per Task upon completion of the work and written acceptance by City's Project Representative.

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

Before final acceptance of this project by the City, the 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/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the 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 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.

ATTACHMENT E
NOTICE TO PROCEED

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ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Matrix Design Group Contract for Dyess JLUS Implementation (CB-2071)



Matrix Design Group Contract for Dyess JLUS Implementation (CB-2071)

- The City of Abilene partnered with City of Tye, Taylor County, View-Caps Area Residents and Dyess AFB to conduct a Joint Land Use Study (JLUS) for Dyess to determine the impact current land uses near the base had on its ability to maintain and expand its mission. The study was completed by July 2018 with all three jurisdictions accepting the recommendations in the Final Report.
- The next step is the long term Implementation Phase, which will actualize the Recommendations from the Final Report.
- The City conducted a Request for Proposals (CB-2071) for services such as GIS updates for City of Abilene and City of Tye that show the critical areas where structure height restricts base aircraft operations and where aircraft noise causes concern for residential and other development near the base.



- The City received three proposals: Matrix Design Group - \$449,850, KSA Engineers - \$295,000 and Tierra Plan - \$96,875.
- Staff negotiated with Matrix to get the price down to \$334,633 with only minor reductions in the proposed scope of work including reduced on-site meetings and zoning ordinance revisions that can be handled locally.
- The City received a grant from Department of Defense's Office of Economic Adjustment in the amount of \$334,754 with City In-Kind contribution (Staff time) and DCOA cash contribution of \$52,688.



Questions??





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **19. Presentation: Receive a Report, and Hold a Discussion and Public Hearing on Updating the City Council on the Progress of the Smart Water Meter Replacement and Advanced Metering Infrastructure Installation Project**
(Rodney Taylor)

GENERAL INFORMATION

The Water Utilities Director will make a presentation updating the City Council on the progress of the Smart Water Meter replacement and Advanced Metering Infrastructure installation project. This item requires no formal action by the City Council.

A Powerpoint presentation is included in the agenda packet and provides more specific details on the status of the project.

SPECIAL CONSIDERATIONS

Aclara Technologies LLC (Aclara) contracted with the City of Abilene (City) for RFP#1 Water Meter Replacement and AMI Project Equipment and Technology Procurement for the amount of \$10,695,718.71.

Pedal Valves Inc. (Pedal valves) contracted with the City for RFP#2 Water Meter Replacement and AMI Project Installation, Integration, and Project Management for the amount of \$6,460,922.50. The contract with Aclara has been assigned to Pedal Valves, so Pedal Valves is contracted for a total combined project amount of \$17,156,641.21.

Following is a summary of the project status:

*41,849 water meters (69.5%) have been replaced or retrofitted.

*473 (64.8%) of the total 730 allotted contract calendar days have expired.

*\$8,126,125 (75%) of the value of equipment and technology has been delivered by Aclara.

*\$2,972,646 (48%) of the value of installation and management services have been completed by Pedal Valves.

*All data collectors are installed and functional.

*The Aclara One MDMS is operational.

*The development of the Aclara ACE customer portal has started.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Presentation-Smart Meter and AMI Project Update-V2-10-22-2020

October 2020 Progress Report for Smart Water Meter Replacement and Advanced Metering Infrastructure Installation Project



Contract Overview

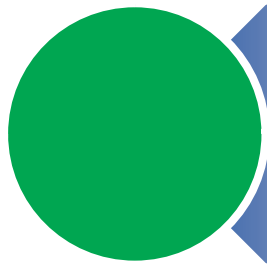
- RFP #1 Water Meter Replacement and AMI Project Equipment and Technology Procurement.
 - **Aclara Technologies LLC**
 - Price of work \$10,695,718.71
 - Badger Smart meters, Aclara: MTUs, Data Collectors, Alcara One MDMS, Aclara ACE Customer Portal
- RFP #2 Water Meter Replacement and AMI Project Installation, Integration and Project Management.
 - **Pedal Valves, Inc.**
 - Price of work \$6,460,922.50
 - Installation of Smart meters including activation, Manage overall project.
- **Contract with Aclara is assigned to Pedal Valves.**
 - Total price of work \$17,156,641.21 (Aclara + Pedal Valves)



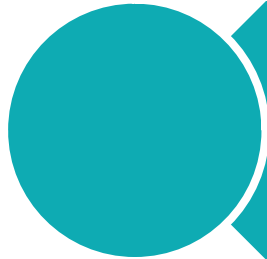
Project Timeline

- Contract with Aclara Technologies LLC.
 - Executed May 24, 2019
 - Assigned to Pedal Valves, Inc. May 24, 2019
- Contract with Pedal Valves Inc.
 - Executed June 7, 2019
 - Notice to Proceed commencement date of June 17, 2019
 - **To be substantially completed within 700 calendar days (May 17, 2021)**
 - Final completion within 730 calendar days (June 16, 2021)

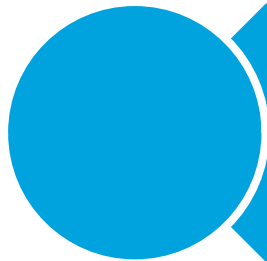




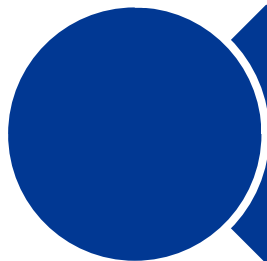
Completed
Districts



Districts
Above 90%
Completion



Districts
Below 90%

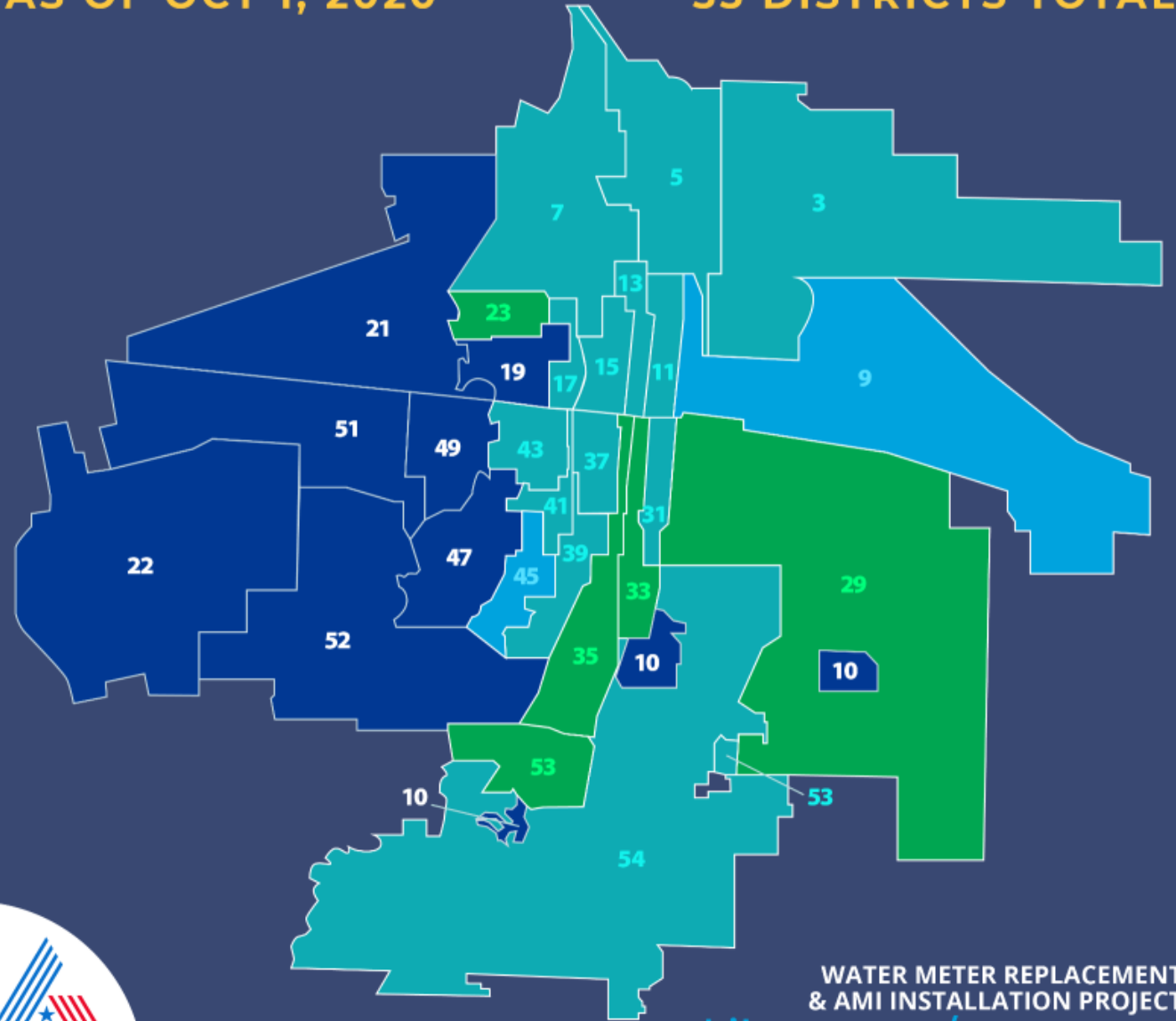


Not Started

INSTALLATION PROGRESS

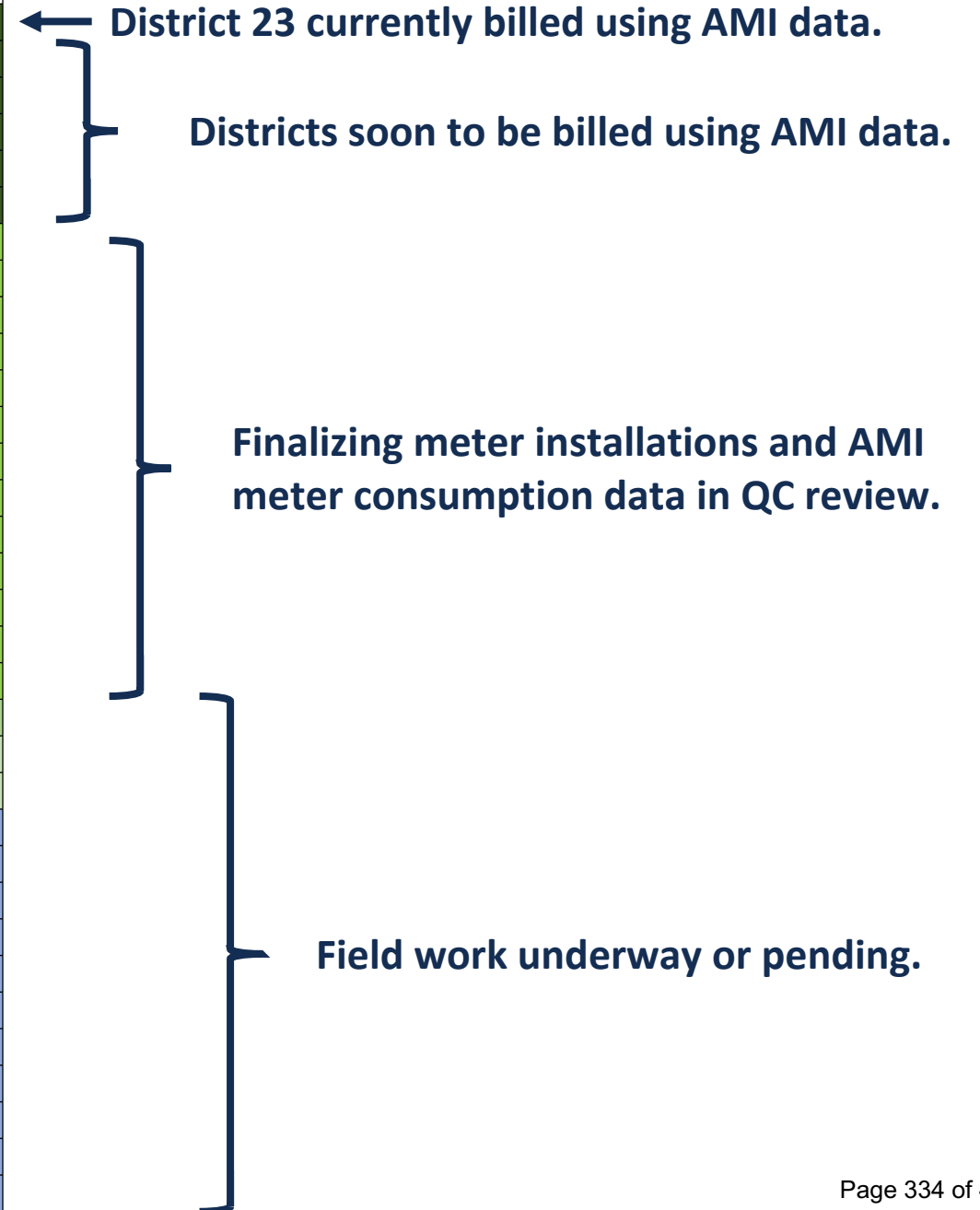
AS OF OCT 1, 2020

33 DISTRICTS TOTAL



WATER METER REPLACEMENT
& AMI INSTALLATION PROJECT
abilenetx.gov/watermeter

District	Total to Be Installed	Installed-to-date	Remaining	Percent Installed
23	1135	1135	0	100.00%
4	292	292	0	100.00%
29	3225	3225	0	100.00%
33	899	899	0	100.00%
35	1725	1725	0	100.00%
53	2271	2271	0	100.00%
15	863	862	1	99.88%
54	4542	4535	7	99.85%
31	788	786	2	99.75%
3	2220	2214	6	99.73%
37	905	901	4	99.56%
39	1195	1187	8	99.33%
5	992	985	7	99.29%
41	967	959	8	99.17%
43	993	983	10	98.99%
13	790	782	8	98.99%
11	462	457	5	98.92%
7	2217	2190	27	98.78%
17	1049	1022	27	97.43%
18	250	162	88	64.80%
45	1662	825	837	49.64%
9	2140	698	1442	32.62%
1	146	1	145	0.68%
51	2010	2	2008	0.10%
19	1390	1	1389	0.07%
47	2280	1	2279	0.04%
52	2323	1	2322	0.04%
6	8	0	8	0.00%
10	20	0	20	0.00%
20	3	0	3	0.00%
21	1003	0	1003	0.00%
22	3	0	3	0.00%
49	1081	0	1081	0.00%



Progress Report for Work Completed

- Meter installations

41,849 Total meters to be replaced

29,101 **Meters replaced/activated to date 69.5%**

12,748 Pending installations

- Time of Contract

730 Total contract calendar days

473 **Expired contract calendar days 64.8%**

257 Remaining calendar days to final completion

- All data collectors are installed and functional.
- Aclara One MDMS is functional and available to City staff.
- Aclara meter read data integrated with Incode billing system.
- Large meter installation now underway.
- Development of the ACE customer portal is launched.



Progress Report for Funds Expended

- Aclara Technologies LLC

\$10,903,364.76

Total value of equipment and technology

\$8,126,125.86

Delivered to date 75%

\$2,777,238.90

Pending delivery

- Pedal Valves, Inc.

\$6,253,276.50

Total value of installation and services

\$2,972,646.90

Provided to date 48%

\$3,280,629.60

Pending installation and services

- Every line item in the budget is on track.
- All submitted outlays to TWDB have been approved to date.
- Work Orders for follow up work by Pedal Valves are up to date.



City of Abilene AMI Team Activities

- **AMI Inspection Team (5 employees):**
 - Receive and respond to customer questions and concerns.
 - Provide observation of contractor's installation procedures.
 - Make post installation inspection of every installed meter.
- **AMI Project Manager (1 manager):**
 - Monitors and manages project progress
 - Coordinates and communicates with Aclara and Pedal Valves project managers and supervisors.
 - Communicates with Enprotec/Hibbs & Todd Project Administrator
 - Communicates with the Texas Water Development Board.
 - Reviews and processes payment requests



Independent Study of Meter Accuracy

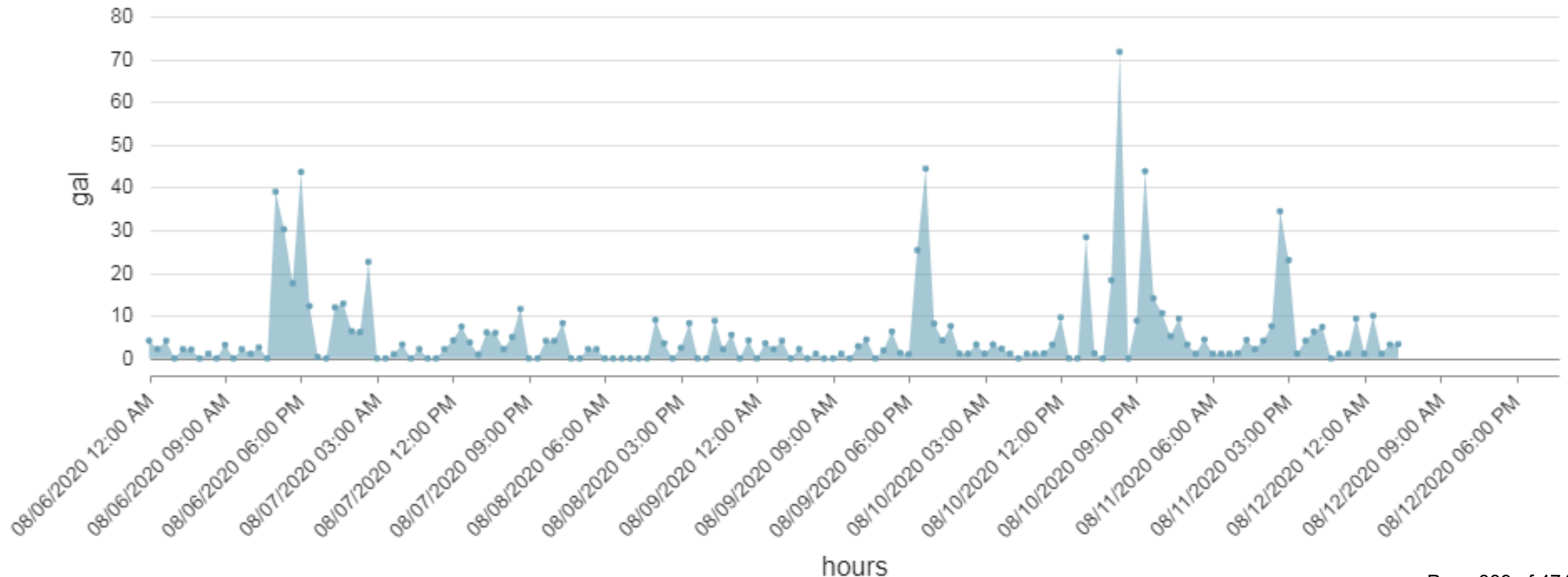
- **Contract with ACU Engineering Professor Tim Kennedy, PhD.**
- **Random Sampling of pulled meters of various sizes.**
- **Observed meter flow accuracy tests of sample meters.**
- **Quality control flow verification of new meters.**
- **Statistical predictions of improved meter measurements.**
- **White paper report of findings.**



Higher Level of Customer Service

- Typical graph is now available to City CSR staff through Aclara One.
- Consumption data in daily or hourly increments greatly improves understanding of consumption history and patterns.
- Similar graph and tabular information will soon be available using individual customer portal accessible through website and mobile apps.

Graph of Actual Customer Daily Consumption



October 2020 Progress Report for Smart Water Meter Replacement and Advanced Metering Infrastructure Installation Project

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **20. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an ordinance amending Chapter 32, "Utilities", Article III, "Industrial Wastes", of the Abilene Municipal Code, by amending certain sections as set out below; proving a severability clause, and declaring a penalty (Rodney Taylor)**

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve on final reading an Ordinance amending Chapter 32 "Utilities", Article III "Industrial Wastes", of the Abilene Municipal Code by amending certain sections of the Article III. The modifications are minor but numerous. The Exhibit A Redlined Version in the agenda packet clearly and accurately details each insertion and deletion modification to the current ordinance language. These amendments are necessary in order to comply with provisions of the National Pretreatment Regulations of the Environmental Protection Agency (EPA).

SPECIAL CONSIDERATIONS

Code of Federal Regulations Title 40, subsection 403.5(c)(1) of the General Pretreatment Regulations requires Publicly Owned Treatment Works (POTW) with approved Pretreatment Programs to continually develop and enforce local limits. The most recent approved local limits revision occurred in 2002. Changes in the number of industries in the City and upgrades to the Hamby Water Reclamation Facility, since that time, made it necessary to submit a Technically Based Local Limits Study, with newly calculated limits, to the TCEQ in 2016. On September 18, 2020 the TCEQ approved the revised local limits that were calculated from the Study. These new limits must be adopted into the City Ordinance to be enforceable as required by federal

regulations.

On October 14, 2005 the EPA published the Pretreatment Streamlining Rule which reduced some pretreatment technical and administrative requirements, but also placed certain new requirements on pretreatment programs. Some of the elements of this Rule require minor revisions to the language of the Industrial Waste Ordinance.

It is the opinion of City staff that the proposed modifications to the Industrial Wastes Ordinance will not result in a significant new burden on compliant industries.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the ordinance amending Chapter 32, Article III "Industrial Wastes" as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDINANCE-Chapter 32 Utilities-Article III Industrial Wastes-10-8-2020
2. Ordinance-Chapter 32 Utilities-Article III Industrial Wastes-Exhibit A-Clean-V4-10-8-2020
3. Ordinance-Chapter 32 Utilities-Article III Industrial Wastes-Exhibit A-Redline-V4-10-8-2020
4. Presentation-Ordinance Chapter 32 Article III Industrial Wastes-Final Reading-10-22-2020

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 32, “UTILITIES”, ARTICLE III, “INDUSTRIAL WASTES” OF THE ABILENE MUNICIPAL CODE BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the City Council of the City of Abilene (City) affirms that the City has an approved Industrial Waste Pretreatment Program that is compliant with all applicable state and federal laws, including the Clean Water Act (33 United States Code §1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403) (CFR); and

WHEREAS, the CFR requires that the City periodically review its Technically Based Local Limits (TBLL) to determine compliance, and the major renovation of the Hamby Water Reclamation Facility and observed changes in the number and type of industrial facilities discharging into the City’s Publicly Owned Treatment Works resulted in the need to perform a study of the Technically Based Local Limits and make revisions to the TBLL of the City’s Industrial Waste Ordinance based on those findings; and

WHEREAS, the Pretreatment Streamlining Rule, published by the Environmental Protection Agency in 2005, required that certain procedural changes be implemented into the City’s Pretreatment Program and making certain revisions to the City’s Industrial Wastes Ordinance to ensure compliance and enforceability of the Pretreatment Program; and

WHEREAS, in recognition of the City’s commitment to comply with state and federal regulations and to protect the health and well being of its citizens, it has become necessary to revise and amend the Industrial Wastes Article of the Code of the City of Abilene; and

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

PART 1: That Chapter 32, “Utilities”, Article III “Industrial Wastes” of the City of Abilene Municipal Code, be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance, shall be subject to escalating enforcement actions and schedule of penalties described in this Article III.

Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 8th day of October, A.D., 2020.

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 18th day of October, 2020, 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 4:30 p.m. on the 22nd day of October, 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 22nd day of October, A.D., 2020.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

CHAPTER 32 UTILITIES ARTICLE III. INDUSTRIAL WASTES

Sec. 32-57. General Provisions.

(a) Purpose and Policy. This article sets forth uniform requirements for users of the publicly owned treatment works for the City of Abilene (City) and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403) (CFR). The objectives of this ordinance are:

- (1) To prevent the introduction of Pollutants into the publicly owned treatment works that will cause Interference with its operation;
- (2) To prevent the introduction of Pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works;
- (3) To protect publicly owned treatment works personnel who may be affected by wastewater and sludge in the courts of their employment and to protect the general public;
- (4) To improve the opportunity to recycle and reclaim wastewater and sludge from the publicly owned treatment works;
- (5) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the publicly owned treatment works; and
- (6) To enable the City to comply with its TPDES permit conditions, as issued by the Texas Commission on Environmental Quality (TCEQ), sludge use and disposal requirements, and any other federal or state laws to which the publicly owned treatment works is subject.

This article shall apply to all users of the publicly owned treatment works. The article authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(b) Administration. Except as otherwise provided herein, the Director shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the Director may be delegated by the Director to other city personnel.

(c) Abbreviations. The following abbreviations when used in this article shall have the designated meanings:

BOD	Biochemical oxygen demand
BMP	Best Management Practices
CFR	Code of Federal Regulations
COD	Chemical oxygen demand
EPA	U.S. Environmental Protection Agency
FOG	Fats, oil, and grease

gpd	gallons per day
L	liter
mg	milligrams
mg/L	milligrams per liter
TPDES	Texas Pollutant Discharge Elimination System
POTW	Publicly owned treatment works
QA/QC	Quality assurance/quality control
RCRA	Resource Conservation and Recovery Act
SIC	Standard industrial classification
TCEQ	Texas Commission on Environmental Quality
TOC	Total organic carbon
TPH	Total petroleum hydrocarbons
TSS	Total suspended solids
U.S.C.	United States Code

(d) Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Abnormal Industrial Waste. Any permitted industrial waste having a pollutant content in excess of that found in Normal Waste, but which is otherwise acceptable to a sanitary sewer under the terms of this article.

Act or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

Approval Authority. The Executive Director of the Texas Commission on Environmental Quality.

Authorized Representative of the User.

(1) If the user is a corporation:

a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production, or operation facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct the comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

(2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively;

(3) If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs (1) through (3), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Director.

Best Management Practices (BMPs). The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 32-58 of this Article. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with or in place of certain established categorical pretreatment standards and effluent limits.

Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration [milligrams per liter (mg/L)].

Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317), which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405–471.

City. The City of Abilene or the City Council of Abilene.

Categorical Industrial User (CIU). An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

Composite sample. A combination of individual samples of wastewater taken at preselected intervals to minimize the effect of the variability of the individual sample. Individual subsamples may be of equal volume or may be proportional to the flow at the time of sampling.

Control Authority. The City of Abilene.

Daily Average Limit. The highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

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.

Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily Maximum Limit. The maximum concentration (or loading) of a pollutant allowed to be discharged into the publicly owned treatment works during a calendar day or any twenty-four (24) hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, it is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, it is calculated as the average measurement of the pollutant over the day.

Director. The Director of the City of Abilene Water Utilities Department, or his/her duly authorized representative.

Domestic Waste (or Domestic Wastewater). Waterborne waste normally discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, free from stormwater, surface water, and industrial waste.

Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Grab Sample. A sample which is taken from a wastestream on a onetime basis without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Hazardous Waste. Any substance which, if disposed of otherwise than by discharge into the POTW, would be identified as a hazardous waste under 40 CFR Part 261.

Hold-haul Tank. A storage tank installed by a user to hold industrial waste, the contents of which are prohibited from being discharged to the sanitary sewer and must be hauled to an approved disposal site.

Industrial User or User. Any person who discharges Industrial Waste into the publicly owned treatment works (POTW), any other source of "Indirect Discharge" as defined herein, and any waste hauler discharging waste or wastewater into the POTW.

Industrial Waste. Water-borne solid, liquid, or gaseous wastes resulting from and discharged, permitted to flow, or escaping from any industrial, manufacturing, or food-processing operation or process, or from the development of any natural resource including oil or gas, or any mixture of these with water or domestic wastewater. (The term is generally synonymous with "nondomestic wastewater" or "nondomestic waste.")

Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

Instantaneous Maximum Allowable Discharge Limit. The maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's TPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; [and the Marine Protection, Research, and Sanctuaries Act].

Monthly Average Limit. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

New Source.

(1) Any building, structure, facility, or installation from which there is (or may be) a discharge of Pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

- a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
- b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

- a. Begun, or caused to begin as part of a continuous onsite construction program
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- b. Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, pollutant, intermediate product, waste product, or finished product.

Normal Waste. Waste from non-industrial sources which, when analyzed, indicates that:

- a. The concentration of BOD in the waste will not exceed two hundred (200) milligrams per liter (mg/L) average over any twenty-four-hour period; and

- b. The concentration of total suspended solids (TSS) in the waste will not exceed two hundred (200) milligrams per liter (mg/L) average over any twenty-four-hour period; and,
- c. The concentration of total organic carbon (TOC) in the waste will not exceed two hundred (200) milligrams per liter (mg/L) average over any twenty-four-period; and
- d. The concentration of free or emulsified animal oil, vegetable oil or grease (FOG) will not exceed one hundred (100) mg/L; and
- e. The concentration of total petroleum hydrocarbons (TPH) will not exceed twenty (20) mg/L; and
- f. The quantity of other pollutants shall be those levels determined in the latest domestic waste survey.

Pass Through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's TPDES permit (including an increase in the magnitude or duration of a violation)

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

pH. The logarithm of the reciprocal of the hydrogen ion activity as measured and calculated in accordance with approved methods.

Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater [i.e., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, or odor].

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means (except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard).

Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

Pretreatment Standards or Standards. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

Process Wastewater. Any water that, during manufacturing or processing, comes into direct contact with or results from production or use of any raw material, intermediate product, finished product, or waste product.

Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 32-58 of this article.

Publicly Owned Treatment Works (POTW). A "treatment works," as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

Sanitary Sewer. A sewer which carries wastewater to which storm, surface, and ground waters are not intentionally admitted.

Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.)

Significant Industrial User or (SIU).

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that
 - a. Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater); or
 - b. Contributes a process wastestream which makes up five (5) per cent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in Subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Director may at any time, on his own initiative or in response to a petition received from a user [and in accordance with procedures in 40 CFR 403.8(f)(6)] determine that such user should not be considered a significant industrial user.

Similar Installation. Gasoline dispensing facilities which furnish equipment for or have designated areas for any of the following types of vehicle maintenance service: oil changes, lubrication, mechanical repair, or car wash.

Slug, Slug Load, or Slug Discharge. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 32-58 of this article. Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or permit conditions.

Standard Industrial Classification (SIC) Code. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

State. The State of Texas.

Storm water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Surcharge. The additional wastewater charge levied against any person for discharging abnormal industrial waste into the POTW.

Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

TOC (total organic carbon). The measure of organic carbon present in water, wastewater, industrial waste or other liquid as determined by standard laboratory procedure as specified in 40 CFR Part 136, or as approved by EPA, expressed as milligrams per liter (mg/L).

Treatment Plant Effluent. The discharge from the POTW into waters of the United States.

User. Any person who discharges industrial waste into the POTW, any other source of "Indirect Discharge" as defined herein, and any waste hauler discharging waste or wastewater into the POTW.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater Discharge Permit (or Permit). A permit to discharge pollutants, waste, or wastewater into the POTW that is issued by the City to significant industrial users, waste haulers, and other users as necessary to carry out the purposes of this article.

Wastewater Treatment Plant or Treatment Plant. That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Waste Hauler. Any person who transports industrial waste or wastewater, chemically-treated human waste, septic tank waste and/or trap waste.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh.A), 9-25-03)

Sec. 32-58. General Sewer Use Requirements.

(a) Prohibited Discharge Standards.

(1) *General Prohibitions.* No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

(2) *Specific Prohibitions.* No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- a. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;

- b. Wastewater having a pH less than five (5.0) or more than eleven (11), or otherwise causing corrosive structural damage to the POTW or equipment;
- c. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference, but in no case solids greater than one-half inch in any dimension;
- d. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
- e. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- h. Trucked or hauled pollutants, except at discharge points designated by the Director in accordance with Section 32-59(d) of this article;
- i. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- j. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's TPDES permit;
- k. Wastewater containing any radioactive wastes or isotopes except as specifically approved by the Director in compliance with applicable state or federal regulations;
- l. Storm water, surface water, ground water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the Director;
- m. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- n. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- o. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(b) Federal Categorical Pretreatment Standards. The National Categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 403.6 and 405–471 are hereby incorporated.

(c) State Pretreatment Standards. State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this article.

(d) Local Limits.

(1) The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

1.00 mg/L Arsenic

0.40 mg/L Cadmium

1.30 mg/L Chromium

4.50 mg/L Copper

5.10 mg/L Lead

0.014 mg/L Mercury

2.50 mg/L Nickel

0.71 mg/L Selenium

0.80 mg/L Silver

4.20 mg/L Zinc

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Director may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

(2) No user shall introduce or cause to be introduced into the POTW wastewater containing any of the following amounts or levels of pollutants or substances:

a. True color which passes through the POTW greater than forty (40) color units.

b. Free or emulsified animal or vegetable oil or grease (FOG) exceeding two hundred (200) mg/L instantaneous maximum. Exceedance of the instantaneous maximum limit is a violation of the City's industrial pretreatment program only if any of the conditions specified below are present.

i. Will solidify or become discernibly viscous at any temperature between 32 degrees Fahrenheit and 90 degrees Fahrenheit;

ii. Deposit grease or oil in the sewer lines in such manner as to clog the sewers;

iii. Overload the user/discharger's skimming and grease handling equipment;

iv. Are not amenable to biological oxidation and will therefore pass to the receiving waters without being affected by normal sewage treatment processes;

v. Have deleterious effects on the treatment process due to the excessive quantities; or

vi. Cause objectionable odors.

c. Total petroleum hydrocarbons (TPH) exceeding one hundred sixty-seven (167) lbs. per day.

(e) City's Right of Revision. The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

(f) Special Agreement. The City reserves the right to enter into special agreements with users setting out special terms under which they may discharge to the POTW. A user may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. A user also may request a variance from the categorical pretreatment standard from the approval authority. Such a request will be approved only if the user can prove that factors relating to its discharge are fundamentally different from the factors considered by EPA when establishing that categorical pretreatment standard. A user requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR 403.13.

(g) Dilution. No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-59. Pretreatment of Wastewater.

(a) Pretreatment Facilities. Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 32-58(a) of this article within the time limitations specified by the EPA, the state, or the Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director for review, and shall be acceptable to the Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the Director under the provisions of this article.

(b) Traps and Interceptors. Grease, oil and sand traps, catch basins, interceptors or hold-haul tanks; additional pretreatment measures.

(1) Grease, oil and sand traps, catch basins, interceptors or hold-haul tanks shall be provided for the proper handling of waste containing grease in excessive amounts, sand, and other prohibited materials; however, interceptors, traps and catch basins are not required for private living quarters or dwellings. All interceptors, traps and catch basins shall meet the City Plumbing Code as filed in the Code Administration. All fixtures draining to interceptors, traps and/or catch basins shall be rated as specified

in the City of Abilene Plumbing Code. The Code may be revised from time to time as necessary. Hold-haul tanks shall not be connected to the sanitary sewer.

- a. All interceptors, traps and catch basins shall be located so as to be readily and easily accessible for cleaning and inspection. They shall be of substantial construction and equipped with easily removable covers or grates. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature.
 - b. Where installed, all grease, oil and sand traps and/or interceptors shall be maintained by the owner or occupant at his/her own expense and in continuously efficient operation.
 - c. A facility which generates liquid waste shall have all traps serviced by a licensed transporter at a frequency which ensures the elimination of drain blockages, overflows and emissions of concentrations of contaminants which exceeds discharge limits. The Director may also require traps to be serviced on a single event basis or schedule basis if the Director deems it necessary for proper operation of trap.
 - d. Materials removed from these facilities shall be either utilized by industry or disposed of at approved locations. The owner(s) shall verify the accuracy of the trip ticket from the transporter and maintain a copy of all trip tickets for a period of five years at the site of generation, unless otherwise approved by the City. The Director may inspect and copy these records at any time.
- (2) A generator of liquid waste shall maintain sanitary conditions, free of litter and odors. They shall also immediately report spills and accidents involving liquid waste to the Director. Spills shall be cleaned up immediately and all unsanitary conditions abated, and have materials used for abatement, such as absorbent materials, disposed of by approved means in a timely manner.
- (3) Use of hot water, enzymes, chemicals, or other agents or devices for the purpose of causing the oil, grease, or sand to pass through the trap, interceptor, or any other such facility provided is prohibited.
- (4) Carwash Facilities, Service Stations and Similar Installations. All wash facilities shall be protected from rain and runoff.
 - a. *Existing Installations.* Those facilities in operation as of September 1983, having drainage from those areas protected from the rain and runoff and provided with grease, oil, and sand traps as specified in Section 32-59 (b)(1). above, and which are in use, shall be connected to the sanitary sewer.
 - b. *New Installations.* Facilities constructed after September 1983 shall be provided with grease, oil, and sand traps as specified in Section 32-59 (b)(1). above with discharge into the sanitary sewer.
- (5) Machine Shops, Garages, Special Manufacturing Facilities. Drainage from the work area of machine shops or of any industry that manufactures, rebuilds or overhauls motors, engines, transmissions, hydraulic systems or similar machinery may be discharged to the sanitary sewer only if the effluent can meet all the requirements of this ordinance.
- (6) Steam Cleaning and Chemical Cleaning Facilities. Drainage from steam cleaning and/or chemical cleaning facilities shall not be discharged to the sanitary sewer unless a facility or process is provided that will consistently and constantly produce an effluent containing no hazardous waste or other pollutant that will cause pass through or interference.

- (7) Any sewer line stoppage, damage or restriction of flow caused by an illegal discharge shall be considered a violation of this ordinance and the person or persons responsible will be held liable.
- (8) Whenever deemed necessary, the Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance.
- (9) The Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (10) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

(c) Accidental Discharge/Slug Control Plans. The Director shall evaluate whether each Significant Industrial User needs an accidental discharge/slug control plan within one (1) year of being designated an SIU. The Director may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges. Alternatively, the Director may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including nonroutine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the POTW of any accidental or slug discharge, as required by Section 32-62(f) of this article; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

(d) Hauled Waste and Wastewater.

(1) No waste hauler may discharge any industrial waste or wastewater, septic tank waste, chemically-treated human waste, and/or any trap waste into the POTW without first obtaining a wastewater discharge permit from the Director. The Director may prohibit the discharge of any such hauled waste. The Director also may issue wastewater discharge permits to any generators of hauled industrial waste. The discharge of hauled waste is subject to all other requirements of this ordinance.

a. Trip tickets. Persons who collect and transport waste subject to control under state rule 30 TAC 312.145 shall maintain a record of each individual collection and deposit. Such records will be in the form of a trip ticket and shall include:

Name, address, telephone, and TCEQ registration number of transporter;

Name, signature, address, and phone number of the person who generated the waste and the date collected;

Type and amount(s) of waste collected or transported;

Name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;

Date and place where the waste was deposited;

Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited; and;

Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;

The volume of the grease and grit trap or the septic tank.

b. Records and reporting of trip tickets shall be maintained as follows:

One part of the trip ticket shall have the generator and transporter information completed and given to the generator at the time of waste pickup;

The remaining parts of the trip ticket shall have all required information completely filled out and signed by the appropriate party before distribution of the trip ticket;

One part of the trip ticket shall go to the receiving facility;

One part shall go to the transporter, who shall retain a copy of all trip tickets showing the collection and disposition of waste;

One copy of the trip ticket shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility;

Copies of trip tickets shall be retained for five years and be readily available for review by City or be submitted to the City upon request.

(2) Waste haulers may discharge loads only at locations designated by the Director. No load may be discharged without prior consent of the Director. The Director may collect samples of each hauled load to ensure compliance with applicable standards. The Director may require the waste hauler to provide a waste analysis of any load prior to discharge.

(3) Industrial waste haulers who discharge any industrial waste or wastewater into the POTW must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes. The Director may require such waste-tracking forms to be provided by haulers of nonindustrial trap waste, septic tank waste, or chemically-treated human waste that is discharged into the POTW.

(4) Any person hauling industrial waste or wastewater, septic tank waste chemically-treated human waste, and/or trap waste generated within the Abilene city limits that is not discharged into the POTW must provide written notice of such waste hauling to the Director specifying, at a minimum, the name

and address of the waste hauler and the location at which the waste is disposed of. The Director may prohibit disposal within the City of any such hauled waste.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-60. Wastewater Discharge Permit.

(a) Wastewater Survey. When requested by the Director, a User must submit information on the nature and characteristics of its wastewater by completing a wastewater survey within the time specified by the Director. The Director is authorized to prepare a form for this purpose and may periodically require users to update the survey. Failure to complete this survey shall be reasonable grounds for terminating service to the user and shall be considered a violation of this article.

(b) Wastewater Discharge Permit Requirement.

(1) No Significant Industrial User or Waste Hauler shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Director.

(2) The Director may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this article.

(3) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions set out in Sections 32-66 through 32-68 of this article. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law.

(c) Wastewater Discharge Permitting; Existing Permits. Permits in force at the time of this ordinance passage shall expire at the date specified by the permit.

(d) Wastewater Discharge Permitting; Existing Connections. Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this article without a permit and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the Director for a wastewater discharge permit in accordance with Section 32-60(f) of this article, and shall not cause or allow discharges to the POTW to continue after one hundred eighty (180) days of the effective date of this article except in accordance with a wastewater discharge permit issued by the Director.

(e) Wastewater Discharge Permitting; New Connections. Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 32-60(f) of this article, must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

(f) Wastewater Discharge Permit Application Contents. All users required to obtain a wastewater discharge permit must submit a permit application. The Director may require all users to submit as part of an application the following information:

(1) All information required by Section 32-62(a)(2) of this article;

- (2) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- (3) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (4) Each product produced by type, amount, process or processes, and rate of production;
- (5) Type and amount of raw materials processed (average and maximum per day);
- (6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
- (7) Time and duration of discharges; and
- (8) Any other information as may be deemed necessary by the director to evaluate the wastewater discharge permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

- (g) Application Signatories and Certification. All wastewater discharge permit applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (h) Accurate Designation of Authorized Representative. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative.

- (i) Wastewater Discharge Permit Decisions. The Director will evaluate the data furnished by the user and may require additional information. Within ninety (90) days of receipt of a complete wastewater discharge permit application, the Director will determine whether or not to issue a wastewater discharge permit. The Director may deny any application for a wastewater discharge permit.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-61. Wastewater Discharge Permit Issuance.

- (a) Wastewater Discharge Permit Duration. A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Director. Each wastewater discharge permit will indicate a specific date upon which it will expire.

(b) Wastewater Discharge Permit Contents. A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Wastewater discharge permits shall contain the following conditions:

- a. A statement that indicates wastewater discharge permit issuance date, expiration date, effective date, and duration, which in no event shall exceed five (5) years;
- b. A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 32-61(e) of this article, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- c. Effluent limits, including BMPs, based on applicable pretreatment standards;
- d. Self monitoring, sampling, reporting, notification, and recordkeeping requirements. These requirements shall include an identification of pollutants (or BMPs) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law; and
- e. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.
- f. Requirements to control slug discharge, if determined by the Director to be necessary.

(2) Wastewater discharge permits may contain, but need not be limited to, the following conditions as deemed appropriate by the Director to ensure compliance with this article, and state and federal laws, rules, and regulations.

- a. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- b. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
- c. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;
- d. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
- e. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
- f. Requirements for installation and maintenance of inspection and sampling facilities and equipment;

g. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and

h. Other conditions as deemed appropriate by the Director to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

(c) Wastewater Discharge Permit Appeals. The Director shall provide public notice of the issuance, modification, or denial of a wastewater discharge permit. Any affected person, including the user, may petition the Director to reconsider the terms of an issued or modified wastewater discharge permit, or the denial of a permit, within thirty (30) days of notice of its issuance, modification, or denial.

(1) Failure to submit a timely petition for reconsideration shall be deemed to be a waiver of the administrative appeal.

(2) In its petition, the appealing party must indicate the wastewater discharge permit provision(s) objected to, provide a full explanation of the reasons for the objection(s), and identify the alternative condition(s), if any, it seeks to place in the wastewater discharge permit.

(3) The effectiveness of the wastewater discharge permit, as issued or modified, shall not be stayed pending the appeal unless the Director expressly so states.

(4) The Director shall respond in writing to any petition for reconsideration within sixty (60) days. In his response, the Director shall indicate his decision whether to affirm or modify the terms of any permit issued or modified, or whether upon reconsideration to deny the permit. If the permit was initially denied, the Director shall indicate his decision whether to affirm the initial denial or to vacate the initial denial and issue the permit upon specified terms. The Director's action upon any petition for reconsideration shall be considered final for purposes of any judicial review.

(5) If the Director fails to act on any petition for reconsideration within sixty (60) days, the petition for reconsideration shall be deemed to be denied. Such deemed denial shall be considered final administrative action for purposes of judicial review.

(6) Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint in a court of competent jurisdiction within the appropriate statute of limitations.

(d) Wastewater Discharge Permit Modification. The Director may modify the wastewater discharge permit for good cause including, but not limited to, the following:

(1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

(2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

- (4) Information indicating that the permitted discharge poses a threat to the City's POTW, city personnel, or the receiving waters;
- (5) Violation of any terms or conditions of the wastewater discharge permit;
- (6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- (7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- (8) To correct typographical or other errors in the wastewater discharge permit;
- (9) To reflect a transfer of the facility ownership or operation to a new owner or operator.

(e) Wastewater Discharge Permit Transfer. Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Director and the Director approves the wastewater discharge permit transfer. The notice to the Director must include a written certification by the new owner or operator which:

- (1) States that the owner and/or operator has no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing wastewater discharge

permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable as of the date of facility transfer.

(f) Wastewater Discharge Permit Revocation. Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

- (1) Failure to notify the Director of significant changes to the wastewater prior to the changed discharge;
- (2) Failure to provide prior notification to the Director of changed conditions pursuant to Section 32-62(e) of this article;
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (4) Falsifying self-monitoring reports and certification statements;
- (5) Tampering with monitoring equipment;
- (6) Refusing to allow the Director timely access to the facility premises and records;
- (7) Failure to meet effluent limitations;

- (8) Failure to pay fines;
- (9) Failure to pay sewer charges;
- (10) Failure to meet compliance schedules;
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application;
- (12) Failure to provide advance notice of the transfer of business ownership of a permitted facility;
or
- (13) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

A user will be notified of any proposed permit revocation and offered an opportunity to show cause under Section 32-66(c) of this article why the proposed revocation should not occur.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

(g) Wastewater Discharge Permit Reissuance. A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 32-60(f) of this article, a minimum of ninety (90) days prior to the expiration of the user's existing wastewater discharge permit.

(h) Regulation of Waste Received from Other Jurisdictions.

(1) If another municipality, or user located within another municipality, contributes wastewater to the POTW, the City Council shall enter into an intermunicipal agreement with the contributing municipality.

(2) Prior to entering into an agreement required by paragraph (1), above, the Director shall request the following information from the contributing municipality:

- a. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
- b. An inventory of all Industrial Users located within the contributing municipality that are discharging to the POTW; and
- c. Such other information as the Director may deem necessary.

(3) An intermunicipal agreement, as required by paragraph (1) above, shall contain the following conditions:

- a. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this article and local limits including required BMPs, which are at least as stringent as those set out in Section 32-58(d) of this article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or local limits;

- b. A requirement for the contributing municipality to submit a revised industrial user inventory on at least an annual basis;
- c. A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Director; and which of these activities will be conducted jointly by the contributing municipality and the Director;
- d. A requirement for the contributing municipality to provide the Director with access to all information that the contributing municipality obtains as part of its pretreatment activities;
- e. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
- f. Requirements for monitoring the contributing municipality's discharge;
- g. A provision ensuring the Director access to the facilities of users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director; and
- h. A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-62. Reporting Requirements.

(a) Baseline Monitoring Reports.

(1) Within either one hundred and eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4) (whichever is later) existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW, shall be required to submit to the Director a report which contains the information listed in paragraph (2), below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall be required to submit to the Director a report which contains the information listed in paragraph (2) below. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

(2) Users described above shall submit the information set forth below.

- a. *Identifying information.* The name and address of the facility, including the name of the operator and owner.
- b. *Environmental permits.* A list of any environmental control permits held by or for the facility.

c. *Description of operations.* A brief description of the nature, average rate of production, and SIC of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

d. *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestreams formula set out in 40 CFR 403.6(e).

e. *Measurement of pollutants.*

1. The categorical pretreatment standards applicable to each regulated process.

2. The results of sampling and analysis identifying the nature and concentration and/or mass, where required by the standard or by the Director of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 32-62(j) of this article. Where the standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable standards to determine compliance with the standard.

3. Sampling must be performed in accordance with procedures set out in Section 32-62(k) of this article.

f. *Certification.* A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O and M) and/or additional pretreatment, is required to meet the pretreatment standards and requirements.

g. *Compliance schedule.* If additional pretreatment and/or O and M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O and M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 32-62(b) of this article.

h. *Signature and certification.* All baseline monitoring reports must be signed and certified in accordance with Section 32-60(g) of this article.

(b) Compliance Schedule Progress Reports. The following conditions shall apply to the compliance schedule required by Section 32-62(a)(2)(g) of this article:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine (9) months;

(3) The user shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and,

(4) In no event shall more than nine (9) months elapse between such progress reports to the Director.

(c) Reports on Compliance with Categorical Pretreatment Standard Deadline. Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Director a report containing the information described in Section 32-62(a)(2)d–f of this article. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 32-60(g) of this article.

(d) Periodic Compliance Reports.

(1) All Significant Industrial Users shall, at a frequency determined by the Director but in no case less than twice per year (in July and January), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. All periodic compliance reports must be signed and certified in accordance with Section 32-60(g) of this article. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the User must submit documentation required by the Director or the pretreatment standard necessary to determine the compliance status of the User.

(2) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(3) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Director, using the procedures prescribed in Section 32-62(j) of this article, the results of this monitoring shall be included in the report.

(e) Report of Changed Conditions. Each User must notify the Director of any planned significant changes to the user's operations or system which might alter the nature, decrease the quality, or increase the volume of its wastewater at least ninety (90) days before the change.

(1) The Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 32-60(f) of this article.

(2) The Director may issue a wastewater discharge permit under Section 32-60(h) of this article or modify an existing wastewater discharge permit under Section 32-61(d) of this article in response to changed conditions or anticipated changed conditions.

(3) For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty-five (25) percent or greater, and the discharge of any previously unreported pollutants.

(f) Reports of Potential Problems.

(1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the Director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume (if known) and corrective actions taken by the user.

(2) Within five (5) days following such discharge, the user shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.

(3) Failure to notify the Director of potential problem discharges shall be deemed a violation of this article.

(4) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (1), above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(5) Users are required to notify the Director immediately of any changes at its facility affecting the potential for a slug discharge.

(g) Reports from Unpermitted Users. All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Director as the Director may require.

(h) Notice of Violation/Repeat Sampling and Reporting. If sampling performed by a user indicates a violation, the user must notify the Director within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. Resampling by the User is not required if the City performs sampling at the user's facility at least once per month, or if the City performs sampling at the user's facility between the time when the initial sampling was conducted and the time when the user or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User. If the Director performed the sampling and analysis in lieu of the user, the Director will perform the repeat sampling and analysis unless it notifies the user of the violation and requires the user to perform repeat sampling and analysis.

(i) Notification of the Discharge of Hazardous Waste.

(1) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of

any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 32-62(e) of this article. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 32-62(a), (c) and (d) of this article.

(2) Dischargers are exempt from the requirements of paragraph (1), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the Director, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable federal or state law.

(j) Analytical Requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the Director.

(k) Sample Collection. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in Subsections (k)(2) and (3), below, wastewater samples must be collected using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by the Director, the samples must be representative of the discharge. Using protocols

(including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory; total residual chlorine, pH, and temperature samples may not be composited under any circumstances. In the event flow proportional sampling is infeasible, the Director may authorize the use of time proportional sampling or a minimum of four (4) grab samples (either composited or analyzed separately) where the user demonstrates that this will provide a representative sample of the effluent being discharged. Composite samples for other parameters unaffected by the composting procedures as documented in approved EPA methodologies may be authorized by the Director, as appropriate. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

(2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 32-62(a) and (c) [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For reports required by Section 32-66(d) [40 CFR 403.12(e) and (h)], the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

(4) All samples collected for analysis shall be accompanied by a properly completed Chain of Custody.

(l) Timing. Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed through a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(m) Recordkeeping. Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements and documentation associated with BMPs. Records shall include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; the results of such analyses; and all QA/QC data required by permit. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the Director.

(n) Fraud and False Statements. The reports and other documents required to be submitted or maintained by local, state, or federal law shall be subject to:

(1) The provisions of 18 U.S.C. Section 1001 regarding fraud or false statements:

(2) The provisions of 309(c)(4) of the Act, as amended, governing false statements, representations, or certifications; and

(3) The provisions in Section 309(c)(6) of the Act regarding responsible corporate officers.

Sec. 32-63. Compliance Monitoring.

(a) Right of Entry, Inspection And Sampling. The Director shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this article, and any wastewater discharge permit or order issued hereunder. The owners and occupants of premises where industrial waste is created or discharged into a sanitary sewer shall allow the Director, his inspectors, agents, and representatives ready access at any time necessary to all parts of such premises for purposes of inspection, sampling, characterizing the waste, setting up and using monitoring equipment, inspecting and copying records, and the performance of any of their duties; and the failure or refusal of such owners or occupants to comply with these provisions shall be grounds for the disconnection of water or sewer service or both.

(1) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director will be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The Director shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

(3) The Director may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow shall be calibrated yearly to ensure their accuracy. Instruments used to measure quality shall be calibrated as per the manufacturer's direction.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the user.

(5) Unreasonable delays in allowing the Director access to the user's premises shall be a violation of this article.

(6) Determining the character and concentration of industrial waste. The industrial waste discharged or deposited into a sanitary sewer shall be subject to inspection and sampling as often as may be deemed necessary by the Director, but at least annually. In determining the surcharge to be made, samples shall be collected in such manner as to be representative of the character and concentration of the waste under operational conditions. The laboratory methods used in the examination and analysis of the samples shall be in accordance with the techniques and procedures required by Section 32-62(j) of this article. The sampling schedule for determining the character and concentration of industrial waste shall be made by the Director at such times and on such basis as he may reasonably establish. Should the owner or occupant discharging industrial waste into a sanitary sewer desire that a determination of the quality of such industrial waste be made at some time other than that scheduled by the Director, such special determination may be made by the Director at the expense of the owner or occupant discharging the waste.

(b) Search Warrants. If the Director has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City

designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Director may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-64. Confidential Information.

Information and data on a user obtained from reports, surveys, wastewater discharge permit application, wastewater discharge permits, and monitoring programs, and from the Director's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable State law. Any claim of confidentiality must be made at the time of submittal by stamping the words "Confidential Business Information" on each page containing such information. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the TPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-65. Publication of Users in Significant Noncompliance.

The Director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the users which, during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of wastewater measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous maximum limits defined in Section 32-58 of this article;
- (b) Technical review criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous maximum limits, as defined in Section 32-58 of this article, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- (c) Any other violation of a pretreatment standard or requirement as defined in Section 32-58 of this article (daily maximum, long-term average, instantaneous maximum limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
- (d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a discharge;

(e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(f) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(g) Failure to accurately report noncompliance; or

(h) Any other violation(s), which may include violations of a BMP, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-66. Administrative Enforcement Remedies.

(a) Notification of Violation. When the Director finds that a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may serve upon that user a written notice of violation. Within ten (10) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the Director. If the user denies that any violation occurred and/or contends that no corrective action is necessary, an explanation of the basis of any such denial or contention shall be submitted to the Director within ten (10) days of receipt of the notice. Submission of an explanation and/or plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(b) Consent Orders. The Director may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents may include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 32-66(d) and (e) of this article and shall be judicially enforceable.

(c) Show Cause Hearing. The Director may order a user which has violated, or continues to violate, any provision of this article, wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

(d) Compliance Orders. When the Director finds a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time limit. If the user does not come into compliance within the specified time limit, sewer service may be discontinued unless adequate treatment facilities, devices, or other

related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a federal pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(e) Cease and Desist Orders. When the Director finds that a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- (1) Immediately comply with all requirements; and
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(f) Emergency Suspensions. The Director may immediately suspend a user's discharge, after any reasonable notice to the user that is practical under the circumstances, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

(1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings in Section 32-66(g) of this article are initiated against the user.

(2) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Director prior to the date of any show cause or termination hearing under Sections 32-66(c) or (g) of this article.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(g) Termination of Discharge. In addition to the provisions in Section 32-61(f) of this article, any user who violates the following conditions is subject to discharge termination:

- (1) Violation of wastewater discharge permit conditions;
- (2) Failure to accurately report the wastewater constituents and characteristics of its discharge;

- (3) Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;
- (4) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring or sampling; or
- (5) Violation of the pretreatment standards in Section 32-58 of this article.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 32-66(c) of this article why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the user.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-67. Judicial Enforcement Remedies.

(a) Injunctive Relief. When the Director finds that a user has violated, or continues to violate, any provision of this article, wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Director may petition any court of competent jurisdiction through the City's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this article on activities of the user. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(b) Civil Penalties.

(1) A user who has violated, or continues to violate, any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of not more than one thousand dollars (\$1,000.00) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(2) The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City, as well as civil penalties, in any court of competent jurisdiction.

(3) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against the user.

(c) Criminal Prosecution.

(1) A user who has willfully or negligently violated any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than two thousand dollars (\$2,000.00) per violation, per day.

(2) A user who has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of not more than two thousand dollars (\$2,000.00) per day of offending discharge. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.

(3) A user who knowingly made any false statement, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, wastewater discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine of not more than two thousand dollars (\$2,000.00) per violation, per day.

(d) Remedies Nonexclusive. The remedies provided for in this article are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant user. The Director is empowered to take more than one enforcement action against any noncompliant user. These actions may be taken concurrently.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-68. Supplemental Enforcement Action.

(a) Performance Bonds. The Director may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this article, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement unless such user first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance.

(b) Water Supply Severance. Whenever a user has violated or continues to violate any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

(c) Public Nuisances. A violation of any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the Director. Any person(s) creating a public nuisance shall be subject to the provisions of the City Code (Chapter 19) governing such nuisances, including reimbursing the City for any costs incurred in removing, abating, or remedying said nuisance.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-69. Affirmative Defenses.

(a) Bypass.

(1) For the purposes of this section,

Bypass means the intentional diversion of wastestreams from any portion of a user's treatment facility.

Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this section.

(3) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Director, at least ten (10) days before the date of the bypass, if possible.

a. A user shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) a. Bypass is prohibited, and the Director may take an enforcement action against a user for a bypass, unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The user submitted notices as required under paragraph (3) of this section.

b. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in paragraph (4)(a) of this section.

(b) Prohibited Discharge Standards. A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 32-58(a)(1) of this article or the specific prohibitions in Sections 32-58(a)(2)c–g and 32-58(a)(2)i–o of this article if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

(1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

(2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its TPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

(c) Act of God. In an action brought in municipal or state court, if a person can establish that an event that would otherwise be a violation of a pretreatment ordinance or a permit issued under this ordinance was caused solely by an act of God, war, strike, riot, or other catastrophe, the event is not a violation of the ordinance or permit.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-70. Other Requirements.

(a) Other Sections Applicable. The sections of the City Code dealing with cross connections, items pertaining to safeguarding the water supply, waste traps, and items safeguarding the sanitary system remain applicable.

(b) Compliance with this article does not exempt or excuse a person from complying with provisions of the Texas Water Quality Act and its amendments, the Clean Water Act and its amendments, or the requirements of any applicable waste discharge permit, order, rule or regulation issued by the TCEQ and/or the EPA.

(c) No section or clause in this article shall exclude any agreement between the Director and any person to discharge wastewater, which complies with the objectives of this article, for treatment by the City. Said agreements shall provide for reimbursement to the City for any expenses incurred in the treatment and disposal of such wastewater.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-71. Miscellaneous Provisions.

(a) Pretreatment Charges and Fees. The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's pretreatment program which may include:

(1) Fees for wastewater discharge permit applications including the cost of processing such applications;

(2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;

(3) Fees for reviewing and responding to accidental discharge procedures and construction;

(4) Fees for filing appeals; and

(5) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the City.

(b) Abnormal Waste Discharge Requirements. Persons generating abnormal industrial waste may discharge the waste into the sanitary sewer provided:

- (1) The waste will not cause interference; and
- (2) The waste will not endanger or be harmful to the operating personnel of the sewer system; and
- (3) The waste will not cause damage to the collection system; and
- (4) The waste will not impair the treatment processes; and
- (5) The waste will not affect sludge quality and/or require modifications in sludge disposal practices; and
- (6) The waste will not have an effect on receiving water quality; and
- (7) The discharge is in compliance with all limitations and requirements in Section 32-58 of this article; and
- (8) The waste shall be assessed a surcharge for any abnormal levels of BOD or TOC, TSS and FOG or TPH. There shall be one surcharge rate for BOD or TOC and FOG or TPH and a separate rate for TSS; and
- (9) All required permits are in force and approval in writing has been given by the Director for any waivers or special agreements.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

(c) Computation of Surcharges.

- (1) *Computation of the surcharge* for the industrial waste shall be based on the following formulas:

$$S = V (8.34) [X ((\text{BOD or TOC}) - 200) + Y (\text{TSS} - 200) + Z (\text{FOG} - 100) + Z (\text{TPH} - 20)]$$

S = Surcharge in dollars that will appear on the customer's monthly bill

V = Volume of wastewater discharge from user, in millions of gallons. This volume may be calculated from discharge meter or by a percentage of water consumption, as determined by the Director

8.34 = Pounds per gallon of water

X = Unit charge in dollars per pound of BOD or TOC

BOD = BOD strength in milligrams per liter (mg/L)

TOC = Total organic carbon strength in milligrams per liter (mg/L)

200 = Normal BOD/TOC strength in milligrams per liter (mg/L)

Y = Unit charge in dollars per pound for TSS

TSS = Total suspended solids concentration in milligrams per liter (mg/L)

200 = Normal TSS concentration in milligrams per liter (mg/L)

Z = Unit charge in dollars per pound for FOG and TPH

FOG = Fats, oil, and grease concentration in milligrams per liter (mg/l)

TPH = Total petroleum hydrocarbons in mg/L

100 = Normal FOG concentration in mg/l

20 = Normal TPH concentration in mg/L

X, Y, and Z values shall be set by the City Council from time to time.

(2) If the strength or concentration for BOD, TOC, TSS, FOG or TPH is less than the normal strength for that category, there shall be no surcharge for that category, nor shall there be credit given to the total surcharge if the strength or concentration of all three (3) categories is less than the normal. Surcharges payable under this paragraph shall become due monthly after the effective date of the surcharge.

(3) All BOD, TOC, FOG, TPH and TSS values in determining the surcharge shall be re-evaluated and adjusted to reflect any changes in wastewater characteristics as sampling results deem it necessary.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

(d) Governmental Functions. The inspectors, agents, and representatives of the City charged with the enforcement of this article shall be deemed to be performing a governmental function for the benefit of the general public, and neither the City, the Director, nor the individual inspector, agent or representative shall ever be held liable for any loss or damage, whether real or asserted, caused or alleged to have been caused as a result of the performance of such governmental function.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Secs. 32-72–32-94. Reserved.

EXHIBIT A (REDLINED VERSION)

**CHAPTER 32 UTILITIES
ARTICLE III. INDUSTRIAL WASTES**

Sec. 32-57. General Provisions.

(a) Purpose and Policy. This article sets forth uniform requirements for users of the publicly owned treatment works for the City of Abilene (~~City~~) and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403) (~~CFR~~). The objectives of this ordinance are:

- (1) To prevent the introduction of Pollutants into the publicly owned treatment works that will ~~interfere~~ cause Interference with its operation;
- (2) To prevent the introduction of Pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works;
- (3) To protect publicly owned treatment works personnel who may be affected by wastewater and sludge in the courts of their employment and to protect the general public;
- (4) To improve the opportunity to recycle and reclaim wastewater and sludge from the publicly owned treatment works;
- (5) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the publicly owned treatment works; and
- (6) To enable the City to comply with its ~~national~~ TPDES permit conditions, as issued by the Texas Commission on Environmental Quality (TCEQ), sludge use and disposal requirements, and any other federal or state laws to which the publicly owned treatment works is subject.

This article shall apply to all users of the publicly owned treatment works. The article authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(b) Administration. Except as otherwise provided herein, the Director shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the Director may be delegated by the Director to other city personnel.

(c) Abbreviations. The following abbreviations when used in this article shall have the designated meanings:

BOD	Biochemical oxygen demand
BMP	<u>Best Management Practices</u>
CFR	Code of Federal Regulations
COD	Chemical oxygen demand
EPA	U.S. Environmental Protection Agency
FOG	Fats, oil, and grease

gpd	gallons per day
L	liter
mg	milligrams
mg/L	milligrams per liter
T NPDES	Texas National Pollutant Discharge Elimination System
POTW	Publicly owned treatment works
QA/QC	Quality assurance/quality control
RCRA	Resource Conservation and Recovery Act
SIC	Standard industrial classification
TCEQ	Texas Commission on Environmental Quality
TOC	Total organic carbon
TPH	Total petroleum hydrocarbons
TSS	Total suspended solids
TWC	Texas Water Commission
-U.S.C.	United States Code

(d) Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Abnormal Industrial Waste. Any **permitted** industrial waste having a pollutant content in excess of that found in Normal Waste, but which is otherwise acceptable to a sanitary sewer under the terms of this article.

Act or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

Approval Authority. ~~The Executive Director of the Texas Commission on Environmental Quality. The regional administrator of EPA Region 6 or, upon approval of a State pretreatment program within a delegated Texas NPDES permit program, the Director of the Texas Water Commission (TWC).~~

Authorized Representative of the User.

(1) If the user is a corporation:

a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production, or operation facilities, ~~employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty five million dollars (\$25,000,000.00) (in second quarter 1980 dollars), if provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct the comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for wastewater discharge permit requirements; and where~~ authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

(2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively;

(3) If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs (1) through (3), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Director.

Best Management Practices (BMPs). The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 32-58 of this Article. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with or in place of certain established categorical pretreatment standards and effluent limits.

Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration [milligrams per liter (mg/L)].

Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317), which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405–471.

City. The City of Abilene or the City Council of Abilene.

Categorical Industrial User (CIU). An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

Composite sample. A combination of individual samples of wastewater taken at preselected intervals to minimize the effect of the variability of the individual sample. Individual subsamples may be of equal volume or may be proportional to the flow at the time of sampling.

Control Authority. The City of Abilene.

Daily Average Limit. The highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

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.

Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily Maximum Limit. The maximum concentration (or loading) of a pollutant allowed to be discharged into the publicly owned treatment works during a calendar day or any twenty-four (24) hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, it is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations

expressed in other units of measurement, it is calculated as the average measurement of the pollutant over the day.

Director. The Director of the City of Abilene Water Utilities Department, or his/her duly authorized representative.

Domestic Waste (or Domestic Wastewater). Waterborne waste normally discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, free from stormwater, surface water, and industrial waste.

Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Grab Sample. A sample which is taken from a wastestream on a onetime basis without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Hazardous Waste. Any substance which, if disposed of otherwise than by discharge into the POTW, would be identified as a hazardous waste under 40 CFR Part 261.

Hold-haul Tank. A storage tank installed by a user to hold industrial waste, the contents of which are prohibited from being discharged to the sanitary sewer and must be hauled to an approved disposal site.

Industrial User or User. Any person who discharges Industrial Waste into the publicly owned treatment works (POTW), any other source of "Indirect Discharge" as defined herein, and any waste hauler discharging waste or wastewater into the POTW.

Industrial Waste. Water-borne solid, liquid, or gaseous wastes resulting from and discharged, permitted to flow, or escaping from any industrial, manufacturing, or food-processing operation or process, or from the development of any natural resource including oil or gas, or any mixture of these with water or domestic wastewater. (The term is generally synonymous with "nondomestic wastewater" or "nondomestic waste.")

Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

Instantaneous Maximum Allowable Discharge Limit. The maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's ~~T~~^PNPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal

Act; the Clean Air Act; the Toxic Substances Control Act; [and the Marine Protection, Research, and Sanctuaries Act].

Monthly Average Limit. The highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

New Source.

(1) Any building, structure, facility, or installation from which there is (or may be) a discharge of Pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

- a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
- b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

- a. Begun, or caused to begin as part of a continuous onsite construction program
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- b. Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, pollutant, intermediate product, waste product, or finished product.

Normal Waste. Waste from non-industrial sources which, when analyzed, indicates that:

- a. The concentration of BOD in the waste will not exceed two hundred (200) milligrams per liter (mg/L) average over any twenty-four-hour period; and
- b. The concentration of total suspended solids (TSS) in the waste will not exceed two hundred (200) milligrams per liter (mg/L) average over any twenty-four-hour period; and,
- c. The concentration of total organic carbon (TOC) in the waste will not exceed two hundred (200) milligrams per liter (mg/L) average over any twenty-four-period; and
- d. The concentration of free or emulsified animal oil, vegetable oil or grease (FOG) will not exceed one hundred (100) mg/L; and
- e. The concentration of total petroleum hydrocarbons (TPH) will not exceed twenty (20) mg/L; and
- f. The quantity of other pollutants shall be those levels determined in the latest domestic waste survey.

Pass Through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's TPDES permit (including an increase in the magnitude or duration of a violation)

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

pH. The logarithm of the reciprocal of the hydrogen ion activity as measured and calculated in accordance with approved methods.

Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater [i.e., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, or odor].

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means (except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard).

Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

Pretreatment Standards or Standards. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

Process Wastewater. Any water that, during manufacturing or processing, comes into direct contact with or results from production or use of any raw material, intermediate product, finished product, or waste product.

Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 32-58 of this article.

Publicly Owned Treatment Works (POTW). A "treatment works," as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

Sanitary Sewer. A sewer which carries wastewater to which storm, surface, and ground waters are not intentionally admitted.

Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.)

~~Shall is a mandatory statement; May is a permissive statement.~~

Significant Industrial User or (SIU).

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that
 - a. Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater); or
 - b. Contributes a process wastestream which makes up five (5) per cent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in Subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Director may at any time, on his own initiative or in response to a petition received from a user [and in accordance with procedures in 40 CFR 403.8(f)(6)] determine that such user should not be considered a significant industrial user.

Similar Installation. Gasoline dispensing facilities which furnish equipment for or have designated areas for any of the following types of vehicle maintenance service: oil changes, lubrication, mechanical repair, or car wash.

Slug, Slug Load, or Slug Discharge. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 32-58 of this article. Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or permit conditions.

Standard Industrial Classification (SIC) Code. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

State. The State of Texas.

Storm water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Surcharge. The additional wastewater charge levied against any person for discharging abnormal industrial waste into the POTW.

Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

TOC (total organic carbon). The measure of organic carbon present in water, wastewater, industrial waste or other liquid as determined by standard laboratory procedure as specified in 40 CFR Part 136, or as approved by EPA, expressed as milligrams per liter (mg/L).

Treatment Plant Effluent. The discharge from the POTW into waters of the United States.

User. Any person who discharges industrial waste into the POTW, any other source of "Indirect Discharge" as defined herein, and any waste hauler discharging waste or wastewater into the POTW.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater Discharge Permit (or Permit). A permit to discharge pollutants, waste, or wastewater into the POTW that is issued by the City to significant industrial users, waste haulers, and other users as necessary to carry out the purposes of this article.

Wastewater Treatment Plant or Treatment Plant. That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Waste Hauler. Any person who transports industrial waste or wastewater, chemically-treated human waste, septic tank waste and/or trap waste.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh.A), 9-25-03)

Sec. 32-58. General Sewer Use Requirements.

(a) Prohibited Discharge Standards.

- (1) *General Prohibitions.* No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

(2) *Specific Prohibitions.* No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- a. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
- b. Wastewater having a pH less than five ~~and five tenths~~ (5.50) or more than eleven (11), or otherwise causing corrosive structural damage to the POTW or equipment;
- c. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference, but in no case solids greater than one-half inch in any dimension;
- d. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
- e. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- h. Trucked or hauled pollutants, except at discharge points designated by the Director in accordance with Section 32-59(d) of this article;
- i. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- j. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's TPDES permit;
- k. Wastewater containing any radioactive wastes or isotopes except as specifically approved by the Director in compliance with applicable state or federal regulations;
- l. Storm water, surface water, ground water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the Director;
- m. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- n. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

- o. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(b) Federal Categorical Pretreatment Standards. The National Categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 403.6 and 405–471 are hereby incorporated.

(c) State Pretreatment Standards. State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this article.

(d) Local Limits.

(1) The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

~~0.80~~ 1.00 mg/L ~~arsenic~~ Arsenic
~~10.0~~ mg/L ~~barium~~
~~1.00~~ mg/L ~~beryllium~~
~~0.50~~ 0.40 mg/L ~~C~~ Cadmium
~~0.50~~ 1.30 mg/L ~~C~~ Chromium
~~1.10~~ 4.50 mg/L ~~C~~ Copper
~~0.50~~ mg/L ~~cyanide~~
~~0.80~~ 5.10 mg/L ~~L~~ Lead
~~8.00~~ mg/L ~~manganese~~
~~0.02~~ 0.014 mg/L ~~m~~ Mercury
~~0.70~~ 2.50 mg/L ~~n~~ Nickel
~~0.70~~ 0.71 mg/L ~~s~~ Selenium
~~0.20~~ 0.80 mg/L ~~s~~ Silver
~~1.80~~ 4.20 mg/L ~~zinc~~ Zinc

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Director may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

(2) No user shall introduce or cause to be introduced into the POTW wastewater containing any of the following amounts or levels of pollutants or substances:

~~a. Total suspended solids (TSS) in excess of two thousand enty five hundred (2,500) lbs. per day.~~

~~a~~ b. True color which passes through the POTW greater than forty (40) color units.

~~c. Biochemical oxygen demand (BOD) greater than two thousand (2,000) lbs. per day, or TOC greater than two thousand (2,000) lbs. per day, or substances causing a chlorine demand greater than the oxygen demand.~~

~~b~~ d. Free or emulsified animal or vegetable oil or grease (FOG) exceeding two hundred (200) mg/L instantaneous maximum ~~eight hundred thirty four (834) lbs. per day.~~ Exceedance of the

instantaneous maximum limit is a violation of the City's industrial pretreatment program only if any of the conditions specified below are present.

i. Will solidify or become discernibly viscous at any temperature between 32 degrees Fahrenheit and 90 degrees Fahrenheit;

ii. Deposit grease or oil in the sewer lines in such manner as to clog the sewers;

iii. Overload the user/discharger's skimming and grease handling equipment;

iv. Are not amenable to biological oxidation and will therefore pass to the receiving waters without being affected by normal sewage treatment processes;

v. Have deleterious effects on the treatment process due to the excessive quantities; or

vi. Cause objectionable odors.

ce. Total petroleum hydrocarbons (TPH) exceeding one hundred sixty-seven (167) lbs. per day.

~~(3)—In no case shall a discharge into the POTW have a flow rate and/or concentration of pollutants which exceeds more than five (5) times the average twenty four hour flow and/or concentration in a one hour period.~~

(e) City's Right of Revision. The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

(f) Special Agreement. The City reserves the right to enter into special agreements with users setting out special terms under which they may discharge to the POTW. A user may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. A user also may request a variance from the categorical pretreatment standard from the approval authority. Such a request will be approved only if the user can prove that factors relating to its discharge are fundamentally different from the factors considered by EPA when establishing that categorical pretreatment standard. A user requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR 403.13.

(g) Dilution. No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-59. Pretreatment of Wastewater.

(a) Pretreatment Facilities. Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 32-58(a) of this article within the time limitations specified by the EPA, the state, or the Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director for review, and shall be acceptable to the Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user

from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the Director under the provisions of this article.

(b) Traps and Interceptors. Grease, oil and sand traps, catch basins, interceptors or hold-haul tanks; additional pretreatment measures.

(1) Grease, oil and sand traps, catch basins, interceptors or hold-haul tanks shall be provided for the proper handling of waste containing grease in excessive amounts, sand, and other prohibited materials; however, interceptors, traps and catch basins are not required for private living quarters or dwellings. All interceptors, traps and catch basins shall meet the City Plumbing Code as filed in the Code Administration. All fixtures draining to interceptors, traps and/or catch basins shall be rated as specified in the City of Abilene Plumbing Code. The Code may be revised from time to time as necessary. Hold-haul tanks shall not be connected to the sanitary sewer.

a. All interceptors, traps and catch basins shall be located so as to be readily and easily accessible for cleaning and inspection. They shall be of substantial construction and equipped with easily removable covers or grates. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature.

b. Where installed, all grease, oil and sand traps and/or interceptors shall be maintained by the owner or occupant at his/her own expense and in continuously efficient operation.

c. A facility which generates liquid waste shall have all traps serviced by a licensed transporter at a frequency which ensures the elimination of drain blockages, overflows and emissions of concentrations of contaminants which exceeds discharge limits. The Director may also require traps to be serviced on a single event basis or schedule basis if the Director deems it necessary for proper operation of trap.

d. Materials removed from these facilities shall be either utilized by industry or disposed of at approved locations. The owner(s) shall verify the accuracy of the trip ticket from the transporter and maintain a copy of all trip tickets for a period of five years at the site of generation, unless otherwise approved by the City. The Director may inspect and copy these records at any time.

(2) A generator of liquid waste shall maintain sanitary conditions, free of litter and odors. They shall also immediately report spills and accidents involving liquid waste to the Director. Spills shall be cleaned up immediately and all unsanitary conditions abated, and have materials used for abatement, such as absorbent materials, disposed of by approved means in a timely manner.

(3) Use of hot water, enzymes, chemicals, or other agents or devices for the purpose of causing the oil, grease, or sand to pass through the trap, interceptor, or any other such facility provided is prohibited.

(4) Carwash Facilities, Service Stations and Similar Installations. All wash facilities shall be protected from rain and runoff.

a. *Existing Installations.* Those facilities in operation as of September 1983, having drainage from those areas protected from the rain and runoff and provided with grease, oil, and sand traps as specified in Section 32-59 (b)(1). above, and which are in use, shall be connected to the sanitary sewer.

b. *New Installations.* Facilities constructed after September 1983 shall be provided with grease, oil, and sand traps as specified in Section 32-59 (b)(1). above with discharge into the sanitary sewer.

- (5) Machine Shops, Garages, Special Manufacturing Facilities. Drainage from the work area of machine shops or of any industry that manufactures, rebuilds or overhauls motors, engines, transmissions, hydraulic systems or similar machinery may be discharged to the sanitary sewer only if the effluent can meet all the requirements of this ordinance.
- (6) Steam Cleaning and Chemical Cleaning Facilities. Drainage from steam cleaning and/or chemical cleaning facilities shall not be discharged to the sanitary sewer unless a facility or process is provided that will consistently and constantly produce an effluent containing no hazardous waste or other pollutant that will cause pass through or interference.
- (7) Any sewer line stoppage, damage or restriction of flow caused by an illegal discharge shall be considered a violation of this ordinance and the person or persons responsible will be held liable.
- (8) Whenever deemed necessary, the Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance.
- (9) The Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (10) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

(c) Accidental Discharge/Slug Control Plans. ~~At least once every two (2) years~~ The Director shall evaluate whether each Significant Industrial User needs an accidental discharge/slug control plan within one (1) year of being designated an coming a significant industrial SIU. The Director may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges. Alternatively, the Director may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including nonroutine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the POTW of any accidental or slug discharge, as required by Section 32-62(f) of this article; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

(d) Hauled Waste and Wastewater.

- (1) No waste hauler may discharge any industrial waste or wastewater, septic tank waste, chemically-treated human waste, and/or any trap waste into the POTW without first obtaining a

wastewater discharge permit from the Director. The Director may prohibit the discharge of any such hauled ~~industrial~~ waste. The Director also may issue wastewater discharge permits to any generators of hauled industrial waste ~~discharged~~. The discharge of hauled waste is subject to all other requirements of this ordinance.

a. Trip tickets. Persons who collect and transport waste subject to control under state rule 30 TAC 312.145 shall maintain a record of each individual collection and deposit. Such records will be in the form of a trip ticket and shall include:

Name, address, telephone, and ~~Texas Commission~~ TCEQ registration number of transporter;

Name, signature, address, and phone number of the person who generated the waste and the date collected;

Type and amount(s) of waste collected or transported;

Name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;

Date and place where the waste was deposited;

Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited; and;

Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;

The volume of the grease and grit trap or the septic tank.

b. Records and reporting of trip tickets shall be maintained as follows:

One part of the trip ticket shall have the generator and transporter information completed and given to the generator at the time of waste pickup;

The remaining parts of the trip ticket shall have all required information completely filled out and signed by the appropriate party before distribution of the trip ticket;

One part of the trip ticket shall go to the receiving facility;

One part shall go to the transporter, who shall retain a copy of all trip tickets showing the collection and disposition of waste;

One copy of the trip ticket shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility;

Copies of trip tickets shall be retained for five years and be readily available for review by City or be submitted to the City upon request.

(2) Waste haulers may discharge loads only at locations designated by the Director. No load may be discharged without prior consent of the Director. The Director may collect samples of each hauled load

to ensure compliance with applicable standards. The Director may require the waste hauler to provide a waste analysis of any load prior to discharge.

(3) Industrial waste haulers who discharge any industrial waste or wastewater into the POTW must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes. The Director may require such waste-tracking forms to be provided by haulers of nonindustrial trap waste, septic tank waste, or chemically-treated human waste that is discharged into the POTW.

(4) Any person hauling industrial waste or wastewater, septic tank waste chemically-treated human waste, and/or trap waste generated within the Abilene city limits that is not discharged into the POTW must provide written notice of such waste hauling to the Director specifying, at a minimum, the name and address of the waste hauler and the location at which the waste is disposed of. The Director may prohibit disposal within the City of any such hauled waste.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-60. Wastewater Discharge Permit ~~Application~~.

(a) Wastewater Survey. When requested by the Director, a User must submit information on the nature and characteristics of its wastewater by completing a wastewater survey within the time specified by the Director. The Director is authorized to prepare a form for this purpose and may periodically require users to update the survey. Failure to complete this survey shall be reasonable grounds for terminating service to the user and shall be considered a violation of this article.

(b) Wastewater Discharge Permit Requirement.

(1) No Significant Industrial User or Waste Hauler shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Director.

(2) The Director may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this article.

(3) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions set out in Sections 32-66 through 32-68 of this article. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law.

(c) Wastewater Discharge Permitting; Existing Permits. Permits in force at the time of this ordinance passage shall expire at the date specified by the permit.

(d) Wastewater Discharge Permitting; Existing Connections. Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this article without a permit and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the Director for a wastewater discharge permit in accordance with Section 32-60(f) of this article, and shall not cause or allow discharges to the POTW to continue after one hundred eighty (180) days of

the effective date of this article except in accordance with a wastewater discharge permit issued by the Director.

(e) Wastewater Discharge Permitting; New Connections. Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 32-60(f) of this article, must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

(f) Wastewater Discharge Permit Application Contents. All users required to obtain a wastewater discharge permit must submit a permit application. The Director may require all users to submit as part of an application the following information:

- (1) All information required by Section 32-62(a)(2) of this article;
- (2) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- (3) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (4) Each product produced by type, amount, process or processes, and rate of production;
- (5) Type and amount of raw materials processed (average and maximum per day);
- (6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
- (7) Time and duration of discharges; and
- (8) Any other information as may be deemed necessary by the director to evaluate the wastewater discharge permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

(g) Application Signatories and Certification. All wastewater discharge permit applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(h) Accurate Designation of Authorized Representative. ~~Wastewater Discharge Permit Decisions. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative.~~ ~~The director will~~

~~evaluate the data furnished by the user and may require additional information. Within ninety (90) days of receipt of a complete wastewater discharge permit application, the director will determine whether or not to issue a wastewater discharge permit. The director may deny any application for a wastewater discharge permit.~~

(i) Wastewater Discharge Permit Decisions. The Director will evaluate the data furnished by the user and may require additional information. Within ninety (90) days of receipt of a complete wastewater discharge permit application, the Director will determine whether or not to issue a wastewater discharge permit. The Director may deny any application for a wastewater discharge permit.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-61. Wastewater Discharge Permit Issuance~~Process.~~

(a) Wastewater Discharge Permit Duration. A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Director. Each wastewater discharge permit will indicate a specific date upon which it will expire.

(b) Wastewater Discharge Permit Contents. A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Wastewater discharge permits shall contain the following conditions:

- a. A statement that indicates wastewater discharge permit issuance date, expiration date, effective date, and duration, which in no event shall exceed five (5) years;
- b. A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 32-61(e) of this article, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- c. Effluent limits, including BMPs, based on applicable pretreatment standards;
- d. Self monitoring, sampling, reporting, notification, and recordkeeping requirements. These requirements shall include an identification of pollutants (or BMPs) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law; and
- e. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.

f. Requirements to control slug discharge, if determined by the Director to be necessary.

(2) Wastewater discharge permits may contain, but need not be limited to, the following ~~other~~ conditions as deemed appropriate by the Director to ensure compliance with this article, and state and federal laws, rules, and regulations.

a. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

b. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

c. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

d. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

e. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;

f. Requirements for installation and maintenance of inspection and sampling facilities and equipment;

g. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and

h. Other conditions as deemed appropriate by the Director to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

(c) Wastewater Discharge Permit Appeals. The Director shall provide public notice ~~of to the user of~~ the issuance, modification, or denial of a wastewater discharge permit. Any affected person, including the user, may petition the Director to reconsider the terms of an issued or modified wastewater discharge permit, or the denial of a permit, within thirty (30) days of notice of its issuance, modification, or denial.

(1) Failure to submit a timely petition for reconsideration shall be deemed to be a waiver of the administrative appeal.

(2) In its petition, the appealing party must indicate the wastewater discharge permit provision(s) objected to, provide a full explanation of the reasons for ~~this the~~ objection(s), and identify the alternative condition(s), if any, it seeks to place in the wastewater discharge permit. ~~Any reasons presented against a permit denial must be fully explained.~~

(3) The effectiveness of the wastewater discharge permit, as issued or modified, shall not be stayed pending the appeal unless the Director expressly so states.

(4) The Director shall respond in writing to any petition for reconsideration within sixty (60) days. In his response, the Director shall indicate his decision whether to affirm or modify the terms of any permit issued or modified, or whether upon reconsideration to deny the permit. If the permit was initially denied, the Director shall indicate his decision whether to affirm the initial denial or to vacate the initial denial and issue the permit upon specified terms. The Director's action upon any petition for reconsideration shall be considered final for purposes of any judicial review.

(5) If the Director fails to act on any petition for reconsideration within sixty (60) days, the petition for reconsideration shall be deemed to be denied. Such deemed denial shall be considered final administrative action for purposes of judicial review.

(6) Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint in a court of competent jurisdiction within the appropriate statute of limitations.

(d) Wastewater Discharge Permit Modification. The Director may modify the wastewater discharge permit for good cause including, but not limited to, the following:

- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- (2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- (3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (4) Information indicating that the permitted discharge poses a threat to the City's POTW, city personnel, or the receiving waters;
- (5) Violation of any terms or conditions of the wastewater discharge permit;
- (6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- (7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- (8) To correct typographical or other errors in the wastewater discharge permit;
- (9) To reflect a transfer of the facility ownership or operation to a new owner or operator.

(e) Wastewater Discharge Permit Transfer. Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Director and the Director approves the wastewater discharge permit transfer. The notice to the Director must include a written certification by the new owner or operator which:

- (1) States that the owner and/or operator has no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable as of the date of facility transfer.

(f) Wastewater Discharge Permit Revocation. Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

- (1) Failure to notify the Director of significant changes to the wastewater prior to the changed discharge;
- (2) Failure to provide prior notification to the Director of changed conditions pursuant to Section 32-62(e) of this article;
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (4) Falsifying self-monitoring reports and certification statements;
- (5) Tampering with monitoring equipment;
- (6) Refusing to allow the Director timely access to the facility premises and records;
- (7) Failure to meet effluent limitations;
- (8) Failure to pay fines;
- (9) Failure to pay sewer charges;
- (10) Failure to meet compliance schedules;
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application;
- (12) Failure to provide advance notice of the transfer of business ownership of a permitted facility;
or
- (13) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

A user will be notified of any proposed permit revocation and offered an opportunity to show cause under Section 32-66(c) of this article why the proposed revocation should not occur.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

(g) Wastewater Discharge Permit Reissuance. A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 32-60(f) of this article, a minimum of ninety (90) days prior to the expiration of the user's existing wastewater discharge permit.

(h) Regulation of Waste Received from Other Jurisdictions.

- (1) If another municipality, or user located within another municipality, contributes wastewater to the POTW, the City Council shall enter into an intermunicipal agreement with the contributing municipality.

(2) Prior to entering into an agreement required by paragraph (1), above, the Director shall request the following information from the contributing municipality:

- a. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
- b. An inventory of all Industrial Users located within the contributing municipality that are discharging to the POTW; and
- c. Such other information as the Director may deem necessary.

(3) An intermunicipal agreement, as required by paragraph (1) above, shall contain the following conditions:

- a. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this article and local limits including required BMPs, which are at least as stringent as those set out in Section 32-58(d) of this article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or local limits;
- b. A requirement for the contributing municipality to submit a revised industrial user inventory on at least an annual basis;
- c. A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Director; and which of these activities will be conducted jointly by the contributing municipality and the Director;
- d. A requirement for the contributing municipality to provide the Director with access to all information that the contributing municipality obtains as part of its pretreatment activities;
- e. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
- f. Requirements for monitoring the contributing municipality's discharge;
- g. A provision ensuring the Director access to the facilities of users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director; and
- h. A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-62. Reporting Requirements.

- (a) Baseline Monitoring Reports.

(1) Within either one hundred and eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4) (whichever is later) existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW, shall be required to submit to the Director a report which contains the information listed in paragraph (2), below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall be required to submit to the Director a report which contains the information listed in paragraph (2) below. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

(2) Users described above shall submit the information set forth below.

a. *Identifying information.* The name and address of the facility, including the name of the operator and owner.

b. *Environmental permits.* A list of any environmental control permits held by or for the facility.

c. *Description of operations.* A brief description of the nature, average rate of production, and SIC of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

d. *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestreams formula set out in 40 CFR 403.6(e).

e. *Measurement of pollutants.*

1. The categorical pretreatment standards applicable to each regulated process.

2. The results of sampling and analysis identifying the nature and concentration and/or mass, where required by the standard or by the Director of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 32-62(j) of this article. Where the standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable standards to determine compliance with the standard.

3. Sampling must be performed in accordance with procedures set out in Section 32-62(k) of this article.

f. *Certification.* A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O and M) and/or additional pretreatment, is required to meet the pretreatment standards and requirements.

g. *Compliance schedule.* If additional pretreatment and/or O and M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O and M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 32-62(b) of this article.

h. *Signature and certification.* All baseline monitoring reports must be signed and certified in accordance with Section 32-60(g) of this article.

(b) Compliance Schedule Progress Reports. The following conditions shall apply to the compliance schedule required by Section 32-62(a)(2)(g) of this article:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine (9) months;

(3) The user shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and,

(4) In no event shall more than nine (9) months elapse between such progress reports to the Director.

(c) Reports on Compliance with Categorical Pretreatment Standard Deadline. Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Director a report containing the information described in Section 32-62(a)(2)d–f of this article. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 32-60(g) of this article.

(d) Periodic Compliance Reports.

(1) All Significant Industrial Users shall, at a frequency determined by the Director but in no case less than twice per year (in July and January), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. All periodic compliance reports must be signed and certified in accordance with Section 32-60(g) of this article. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the User must submit documentation required by the Director or the pretreatment standard necessary to determine the compliance status of the User.

(2) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working

order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(3) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Director, using the procedures prescribed in Section 32-62(j) of this article, the results of this monitoring shall be included in the report.

(e) Report of Changed Conditions. Each User must notify the Director of any planned significant changes to the user's operations or system which might alter the nature, decrease the quality, or increase the volume of its wastewater at least ninety (90) days before the change.

(1) The Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 32-60(f) of this article.

(2) The Director may issue a wastewater discharge permit under Section 32-60(h) of this article or modify an existing wastewater discharge permit under Section 32-61(d) of this article in response to changed conditions or anticipated changed conditions.

(3) For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty-five (25) percent or greater, and the discharge of any previously unreported pollutants.

(f) Reports of Potential Problems.

(1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the Director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume (if known) and corrective actions taken by the user.

(2) Within five (5) days following such discharge, the user shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.

(3) Failure to notify the Director of potential problem discharges shall be deemed a violation of this article.

(4) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (1), above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(5) Users are required to notify the Director immediately of any changes at its facility affecting the potential for a slug discharge.

(g) Reports from Unpermitted Users. All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Director as the Director may require.

(h) Notice of Violation/Repeat Sampling and Reporting. If sampling performed by a user indicates a violation, the user must notify the Director within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. Resampling by the User is not required if the City performs sampling at the user's facility at least once per month, or if the City performs sampling at the user's facility between the time when the initial sampling was conducted and the time when the user or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User. If the Director performed the sampling and analysis in lieu of the user, the Director will perform the repeat sampling and analysis unless it notifies the user of the violation and requires the user to perform repeat sampling and analysis.

(i) Notification of the Discharge of Hazardous Waste.

(1) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 32-62(e) of this article. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 32-62(a), (c) and (d) of this article.

(2) Dischargers are exempt from the requirements of paragraph (1), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the Director, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable federal or state law.

(j) Analytical Requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the Director.

(k) Sample Collection. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in Subsections (k)(2) and (3), below, ~~the user must collect~~ wastewater samples must be collected using 24-hour flow-proportional composite ~~sampling collection~~ techniques, unless time-proportional composite sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by the Director, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory; total residual chlorine, pH, and temperature samples may not be composited under any circumstances. In the event flow proportional sampling is infeasible, the Director may authorize the use of time proportional sampling or a minimum of four (4) grab samples (either composited or analyzed separately) where the user demonstrates that this will provide a representative sample of the effluent being discharged. Composite samples for other parameters unaffected by the composting procedures as documented in approved EPA methodologies may be authorized by the Director, as appropriate. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

(2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 32-62(a) and (c) [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For reports required by Section 32-66(d) [40 CFR 403.12(e) and (h)], the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

~~(3)~~(4) All samples collected for analysis shall be accompanied by a properly completed Chain of Custody.

(l) Timing. Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed ~~postage prepaid, into~~through a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(m) Recordkeeping. Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements and documentation associated with BMPs. Records shall include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; the results of such analyses; and all QA/QC data required by permit. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the Director.

(n) Fraud and False Statements. The reports and other documents required to be submitted or maintained by local, state, or federal law shall be subject to:

- (1) The provisions of 18 U.S.C. Section 1001 regarding fraud or false statements:
- (2) The provisions of 309(c)(4) of the Act, as amended, governing false statements, representations, or certifications; and
- (3) The provisions in Section 309(c)(6) of the Act regarding responsible corporate officers.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-63. Compliance Monitoring.

(a) Right of Entry, Inspection And Sampling. The Director shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this article, and any wastewater discharge permit or order issued hereunder. The owners and occupants of premises where industrial waste is created or discharged into a sanitary sewer shall allow the Director, his inspectors, agents, and representatives ready access at any time necessary to all parts of such premises for purposes of inspection, sampling, characterizing the waste, setting up and using monitoring equipment, inspecting and copying records, and the performance of any of their duties; and the failure or refusal of such owners or occupants to comply with these provisions shall be grounds for the disconnection of water or sewer service or both.

- (1) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (2) The Director shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- (3) The Director may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow shall be calibrated yearly to ensure their accuracy. Instruments used to measure quality shall be calibrated as per ~~accepted EPA QA/QC protocol~~ the manufacturer's direction.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the user.

(5) Unreasonable delays in allowing the Director access to the user's premises shall be a violation of this article.

(6) Determining the character and concentration of industrial waste. The industrial waste discharged or deposited into a sanitary sewer shall be subject to inspection and sampling as often as may be deemed necessary by the Director, but at least annually. In determining the surcharge to be made, samples shall be collected in such manner as to be representative of the character and concentration of the waste under operational conditions. The laboratory methods used in the examination and analysis of the samples shall be in accordance with the techniques and procedures required by Section 32-62(j) of this article. The sampling schedule for determining the character and concentration of industrial waste shall be made by the Director at such times and on such basis as he may reasonably establish. Should the owner or occupant discharging industrial waste into a sanitary sewer desire that a determination of the quality of such industrial waste be made at some time other than that scheduled by the Director, such special determination may be made by the Director at the expense of the owner or occupant discharging the waste.

(b) Search Warrants. If the Director has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Director may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-64. Confidential Information.

Information and data on a user obtained from reports, surveys, wastewater discharge permit application, wastewater discharge permits, and monitoring programs, and from the Director's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable State law. Any claim of confidentiality must be made at the time of submittal by stamping the words "Confidential Business Information" on each page containing such information. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the ~~TNP~~NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-65. Publication of Users in Significant Noncompliance.

The Director shall publish annually, in ~~the largest daily~~ newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW published in the city, a list of the users which, during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

(~~4a~~) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of wastewater measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous maximum limits defined in Section 32-58 of this article~~the daily maximum limit or average limit for the same pollutant parameter by any amount;~~

(~~2b~~) Technical review criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous maximum limits, as defined in Section 32-58 of this article,~~daily maximum limit or the average limit~~ multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(~~3c~~) Any other ~~discharge~~ violation of a pretreatment standard or requirement as defined in Section 32-58 of this article (daily maximum, long-term average, instantaneous maximum limit, or narrative standard) that the ~~director~~Director determines/believes has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

(~~4d~~) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a discharge;

(~~5e~~) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(~~6f~~) Failure to provide within ~~thirty~~ forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(~~7g~~) Failure to accurately report noncompliance; or

(~~8h~~) Any other violation(s), which may include violations of a BMP, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-66. Administrative Enforcement Remedies.

(a) Notification of Violation. When the Director finds that a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may serve upon that user a written notice of violation. Within ten (10) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the Director. If the user denies that any violation occurred and/or contends that no corrective action is necessary, an explanation of the basis of any such denial or contention shall be submitted to the Director within ten (10) days of receipt of the notice. Submission of an explanation and/or plan in no way relieves the user of liability for any violations

occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(b) Consent Orders. The Director may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents may include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 32-66(d) and (e) of this article and shall be judicially enforceable.

(c) Show Cause Hearing. The Director may order a user which has violated, or continues to violate, any provision of this article, wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

(d) Compliance Orders. When the Director finds a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time limit. If the user does not come into compliance within the specified time limit, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a federal pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(e) Cease and Desist Orders. When the Director finds that a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- (1) Immediately comply with all requirements; and
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(f) Emergency Suspensions. The Director may immediately suspend a user's discharge, after any reasonable notice to the user that is practical under the circumstances, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

(1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings in Section 32-66(g) of this article are initiated against the user.

(2) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Director prior to the date of any show cause or termination hearing under Sections 32-66(c) or (g) of this article.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(g) Termination of Discharge. In addition to the provisions in Section 32-61(f) of this article, any user who violates the following conditions is subject to discharge termination:

- (1) Violation of wastewater discharge permit conditions;
- (2) Failure to accurately report the wastewater constituents and characteristics of its discharge;
- (3) Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;
- (4) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring or sampling; or
- (5) Violation of the pretreatment standards in Section 32-58 of this article.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 32-66(c) of this article why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the user.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-67. Judicial Enforcement Remedies.

(a) Injunctive Relief. When the Director finds that a user has violated, or continues to violate, any provision of this article, wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Director may petition any court of competent jurisdiction through the City's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this article on activities of the user. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(b) Civil Penalties.

(1) A user who has violated, or continues to violate, any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of not more than one thousand dollars (\$1,000.00) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(2) The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City, as well as civil penalties, in any court of competent jurisdiction.

(3) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against the user.

(c) Criminal Prosecution.

(1) A user who has willfully or negligently violated any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than two thousand dollars (\$2,000.00) per violation, per day.

(2) A user who has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of not more than two thousand dollars (\$2,000.00) per day of offending discharge. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.

(3) A user who knowingly made any false statement, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, wastewater discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine of not more than two thousand dollars (\$2,000.00) per violation, per day.

(d) Remedies Nonexclusive. The remedies provided for in this article are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant user. The Director is empowered to take more than one enforcement action against any noncompliant user. These actions may be taken concurrently.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-68. Supplemental Enforcement Action.

(a) Performance Bonds. The Director may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this article, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement unless such user first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance.

(b) Water Supply Severance. Whenever a user has violated or continues to violate any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

(c) Public Nuisances. A violation of any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the Director. Any person(s) creating a public nuisance shall be subject to the provisions of the City Code (Chapter 19) governing such nuisances, including reimbursing the City for any costs incurred in removing, abating, or remedying said nuisance.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-69. Affirmative Defenses.

(a) Bypass.

(1) For the purposes of this section,

Bypass means the intentional diversion of wastestreams from any portion of a user's treatment facility.

Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this section.

(3) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Director, at least ten (10) days before the date of the bypass, if possible.

a. A user shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

- (4) a. Bypass is prohibited, and the Director may take an enforcement action against a user for a bypass, unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
3. The user submitted notices as required under paragraph (3) of this section.

b. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in paragraph (4)(a) of this section.

(b) Prohibited Discharge Standards. A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 32-518(a)(1) of this article or the specific prohibitions in Sections 32-5158(a)(2)c—g and 32-58(a)(2)i—go through (15) of this article if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- (1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- (2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its ~~T~~~~N~~PDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

(c) Act of God. In an action brought in municipal or state court, if a person can establish that an event that would otherwise be a violation of a pretreatment ordinance or a permit issued under this ordinance was caused solely by an act of God, war, strike, riot, or other catastrophe, the event is not a violation of the ordinance or permit.

(Ord. No. 36-1992, Pt. 1, 9-24-92; Ord. No. 36-2003, pt. 1(Exh. A), 9-25-03)

Sec. 32-70. Other Requirements.

(a) Other Sections Applicable. The sections of the City Code dealing with cross connections, items pertaining to safeguarding the water supply, waste traps, and items safeguarding the sanitary system remain applicable.

(b) Compliance with this article does not exempt or excuse a person from complying with provisions of the Texas Water Quality Act and its amendments, the Clean Water Act and its amendments, or the requirements of any applicable waste discharge permit, order, rule or regulation issued by the ~~Texas Water~~ ~~Commission~~ ~~TCEQ~~ and/or the EPA.

(c) No section or clause in this article shall exclude any agreement between the Director and any person to discharge wastewater, which complies with the objectives of this article, for treatment by the City. Said agreements shall provide for reimbursement to the City for any expenses incurred in the treatment and disposal of such wastewater.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Sec. 32-71. Miscellaneous Provisions.

(a) Pretreatment Charges and Fees. The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's pretreatment program which may include:

- (1) Fees for wastewater discharge permit applications including the cost of processing such applications;
- (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
- (3) Fees for reviewing and responding to accidental discharge procedures and construction;
- (4) Fees for filing appeals; and
- (5) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the City.

(b) Abnormal Waste Discharge Requirements. Persons generating abnormal industrial waste may discharge the waste into the sanitary sewer provided:

- (1) The waste will not cause interference; and
- (2) The waste will not endanger or be harmful to the operating personnel of the sewer system; and
- (3) The waste will not cause damage to the collection system; and
- (4) The waste will not impair the treatment processes; and
- (5) The waste will not affect sludge quality and/or require modifications in sludge disposal practices; and
- (6) The waste will not have an effect on receiving water quality; and
- (7) The discharge is in compliance with all limitations and requirements in Section 32-58 of this article; and
- (8) The waste shall be assessed a surcharge for any abnormal levels of BOD or TOC, TSS and FOG or TPH. There shall be one surcharge rate for BOD or TOC and FOG or TPH and a separate rate for TSS; and

(9) All required permits are in force and approval in writing has been given by the Director for any waivers or special agreements.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

(c) Computation of Surcharges.

(1) *Computation of the surcharge* for the ~~abnormal~~ industrial waste shall be based on the following formulas:

$$S = V (8.34) [X ((\text{BOD} \text{ or } \text{TOC}) - 200) + Y (\text{TSS} - 200) + Z (\text{FOG} - 100) + Z (\text{TPH} - 20)]$$

S = Surcharge in dollars that will appear on the customer's monthly bill

V = Volume of wastewater discharge from user, in millions of gallons. This volume may be calculated from discharge meter or by a percentage of water consumption, as determined by the Director

8.34 = Pounds per gallon of water

X = Unit charge in dollars per pound of BOD or TOC

BOD = BOD strength in milligrams per liter (mg/L)

TOC = Total organic carbon strength in milligrams per liter (mg/L)

200 = Normal BOD/TOC strength in milligrams per liter (mg/L)

Y = Unit charge in dollars per pound for TSS

TSS = Total suspended solids concentration in milligrams per liter (mg/L)

200 = Normal TSS concentration in milligrams per liter (mg/L)

Z = Unit charge in dollars per pound for FOG and TPH

FOG = Fats, oil, and grease concentration in milligrams per liter (mg/l)

TPH = Total petroleum hydrocarbons in mg/L

100 = Normal FOG concentration in mg/l

20 = Normal TPH concentration in mg/L

X, Y, and Z values shall be set by the City Council from time to time.

(2) If the strength or concentration for BOD, TOC, TSS, FOG or TPH is less than the normal strength for that category, there shall be no surcharge for that category, nor shall there be credit given to the total surcharge if the strength or concentration of all three (3) categories is less than the normal. Surcharges payable under this paragraph shall become due monthly after the effective date of the surcharge.

(3) All BOD, TOC, FOG, TPH and TSS values in determining the surcharge shall be re-evaluated and adjusted to reflect any changes in wastewater characteristics as sampling results deem it necessary.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

(d) Governmental Functions. The inspectors, agents, and representatives of the City charged with the enforcement of this article shall be deemed to be performing a governmental function for the benefit of the general public, and neither the City, the Director, nor the individual inspector, agent or representative shall ever be held liable for any loss or damage, whether real or asserted, caused or alleged to have been caused as a result of the performance of such governmental function.

(Ord. No. 36-1992, Pt. 1, 9-24-92)

Secs. 32-72–32-94. Reserved.

Ordinance (Final Reading): An Ordinance amending Chapter 32 "Utilities", Article III "Industrial Wastes", of the Abilene Municipal Code.



Industrial Wastes

- The City of Abilene has an approved Industrial Waste Pretreatment Program that is compliant with all applicable state and federal laws.
- The Pretreatment Program is implemented to monitor and control contaminated waste discharges from industrial processes or other users that otherwise might disrupt the chemical and/or biological treatment processes of the wastewater treatment plant, and/or pass through the treatment facility and cause health or safety concerns or harm to the environment.



Industrial Wastes

- The Code of Federal Regulations requires that the City periodically review its Technically Based Local Limits (TBLL) to determine if changes are needed, and if so make revisions to the Industrial Waste Ordinance.
- The Environmental Protection Agency's Pretreatment Streamlining Rule of 2005 requires that certain procedural changes be implemented into the City's Pretreatment Program and that the City's Industrial Wastes Ordinance be revised to ensure compliance and enforceability of the Pretreatment Program.



Industrial Wastes

A significant number of minor modifications have been proposed for the Industrial Wastes Ordinance (IWO). The agenda packet includes a redlined version of Exhibit A which clearly identifies all insertions and deletions made to the current Article III. Following is a summary of certain more extensive modifications to the IWO. The reader should refer to the Exhibit A for the actual insertions and deletions.

Sec. 32-58 (d) Local Limits, by (1) modifying the pollutants list of instantaneous maximum allowable discharge limits and (2) modifying the described pollutants or substances, and inserting significant language restricting the instantaneous maximum discharge of free or emulsified animal or vegetable oil or grease (FOG).

Sec. 32-61 (b) Wastewater Discharge Permit Contents, by inserting a list of additional conditions that may be added to wastewater discharge permits.

Sec. 32-62 (k) Sample Collection, by inserting additional instructions regarding sample collection procedures.

Sec. 32-65 Publication of Users in Significant Noncompliance, by inserting and modifying certain clarifying and instructional statements.



Ordinance (Final Reading): An Ordinance amending Chapter 32 "Utilities", Article III "Industrial Wastes", of the Abilene Municipal Code.

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **21. Ordinance (Final Reading) Z-2020-10: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Sharon Riley, agent H.C. Zachry, to amend existing Planned Development (PD) District Number 32 by removing from subparagraph (f) 1 and 2 stating “no other signs shall be allowed” from Lots 25-30 and allowing all signage allowed in General Retail (GR). (*Zack Rainbow*)**

GENERAL INFORMATION

Lot 232 (2050 Antilley Road) is the subject property of potential construction for an off-site advertising billboard. Such a billboard is not permitted due to the current restrictions of the Planned Development 32 Ordinance. The underlying zoning for this lot is General Retail (GR), a zoning district that permits off-site advertising billboards. The applicant is requesting to amend the current PD 32 ordinance to allow one off-site advertising billboard on Lot 232. The proposed ordinance amendment will include an updated graphic concept plan to illustrate the replatting of Lot 30 to accurately reflect the lots which currently exist within this PD.

SPECIAL CONSIDERATIONS

The applicant applied only for their lot to be allowed to have off-site advertising. However, due to verbiage of the Planned Development (PD) ordinance, it was the opinion of staff to include additional lots in the immediate area of 2050 Antilley Road that may be affected by the change if approved. Therefore, a portion of this request is being initiated by staff. These additional properties are shown on various maps included in the staff report and included in the adopting ordinance.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

At its September 1, 2020 regular meeting, the Planning and Zoning Commission voted unanimously (5-0) to recommend approval of this item to City Council.

ATTACHMENTS:

1. 1- Z-2020-10 recommended PD ordinance (6)
2. 2- Z-2020-10 Council Staff Report
3. 3- Z-2020-10 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE CITY CODE AND CONCERNING PD-32, A PLANNED DEVELOPMENT DISTRICT, AS WELL AS ORDINANCE NUMBERS 49-1985 AND 77-1986; 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 the Land Development Code of the City of Abilene is hereby amended by changing Ordinance Number 77-1986 specifically 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 ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 24th day of September 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 2020, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 4:30 p.m., on the 22nd day of October, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 22nd day of October, 2020.

ATTEST:

Shawna Atkinson,
City Secretary

Anthony Williams,
Mayor

APPROVED:

Stanley Smith,
City Attorney

ORDINANCE NO. _____

Exhibit "A"
2nd Amendment to Ordinance No. 49-1985

PART 7: Specific Modifications: Part 7, Section A, Paragraph 3

DELETE: "Lot 30"

ADD: Lots 130, 131, 232, 233

Lot 30 has since been subdivided into four new lots, Paragraph 3 should now read:

3. Lots 25-29 and 130, 131, 232, 233

DELETE: Existing subparagraph (f), which reads as:

f. For all office-type uses as categorized by the Zoning Ordinance, including medical or dental clinics or offices, and any allowed residential use, either of the following standards for signs shall apply at the proponent's option:

1. Business and/or Identification Sign: Freestanding, maximum thirty-six (36) square feet in area; maximum (12) feet in height; located at least ten (10) feet from all property lines; one sign per use; illumination permitted. A nameplate or placard is allowed for each use and shall not exceed three (3) square feet in area and is to be wall-mounted.

All other sign regulations prescribed for Office-type uses shall furthermore apply and no other sign shall be allowed.

-or-

2. Business and/or Identification Sign: One wall sign no larger than 25% of the area of the wall upon which it is located; only one wall sign per use. A nameplate or placard is allowed for each use and shall not exceed three (3) square feet in area and is to be wall-mounted.

All other sign regulations prescribed for office-type uses shall furthermore apply, and no other signs shall be allowed.

ADD: New subparagraph (f), to read as follows:

f. For all office-type uses as categorized by the Zoning Ordinance, including medical or dental clinics or offices, and those residential uses permitted in a General Retail district, either of the following standards for signs shall apply at the proponent's option:

1. Business and/or Identification Sign: Freestanding, maximum thirty-six (36) square feet in area; maximum (12) feet in height; located at least ten (10) feet from all property lines; one sign per use; illumination permitted. A nameplate or placard is allowed for each use and

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 3

shall not exceed three (3) square feet in area and is to be wall-mounted. All other on-site regulations pertinent to Office (O) zoning districts shall otherwise be applicable.

-or-

2. Business and/or Identification Sign: One wall sign no larger than 25% of the area of the wall upon which it is located; only one wall sign per use. A nameplate or placard is allowed for each use and shall not exceed three (3) square feet in area and is to be wall-mounted. All other on-site sign regulations pertinent to Office (O) zoning districts shall otherwise be applicable.

ADD: New subparagraph (g), to read as follows:

- g. Off-site advertising signs ordinarily allowed within General Retail (GR) zoning districts shall be permitted, subject to all applicable standards governing location, size, height, spacing, et cetera.



ZONING CASE Z-2020-10

STAFF REPORT



REQUEST: Amend existing Planned Development District Number 32 (PD 32)

APPLICANT:

Owner: Sharon Riley
Agent: HC Zachry and City of Abilene

HEARING DATES:

P & Z Commission: September 1, 2020
City Council 1st Reading: September 24, 2020
City Council 2nd Reading: October 22, 2020

LOCATION:

2050 Antilley Road
Legal description: Lot 232 of Humana West Addition

BACKGROUND:

A Planned Development (PD) District is one that permits flexibility in building siting, mixtures of housing types and land uses, usable open spaces, and the preservation of significant natural features in new development.

Planned Development District 32 (PD 32) was approved in May of 1985. PD 32 is intended to provide a mixture of retail, office and medical care facilities. The PD 32 ordinance was amended by City Council in September of 1986 to modify sign regulations on lots 25-30 as identified on the originally provided site exhibit. This amendment limits all free standing signs constructed on lots 25-30 to 36 square feet in area with a maximum height of 12-feet. Furthermore, all other sign regulations prescribed by office zoning would apply and no other signs would be permitted. Since this time Lot 30 has been subdivided into four new lots which are respectively Lots 130, 131, 232, 233 of Humana West Addition.

PROPOSAL AND REQUESTED ACTION:

The applicant is the owner of Lot 232, the proposed site of an “off-site” advertising billboard. Such a billboard is not permitted due to the current restrictions of the PD 32 ordinance, although the underlying zoning for this lot is General Retail (GR) which is a zoning district that ordinarily permits off-site advertising billboards. The applicant is requesting to amend the current PD 32 ordinance to allow one off-site advertising billboard on Lot 232. This amendment shall provide an updated graphic concept plan which illustrates the replatting of Lot 30 to accurately reflect the lots which currently exist within this PD. The verbiage in the existing PD restricts lots 25-29 and Lot 30, which are now Lots 130, 131, 232, 233 respectively, in the area of signage. It is the opinion of staff that by amending the PD the other lots will be affected by the change. As a result, the City has requested to include the additional lots as part of this request.

APPLICATION REVIEW:

According to Section 1.4.1.4 (Criteria for Approval) in the City of Abilene Land Development Code, the Planning & Zoning Commission and City Council may consider the following factors in making a determination regarding requested zoning changes:

(1) Whether the proposed zoning 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 subject property is located near the intersection of Highway 83-84 and Antilley Road. The Future Land Use and Development Plan Map considers this area to be a special activity center. The Comprehensive Plan states that special activity centers should provide unique services and uses to the local and regional economy, this particular special activity center serves as a medical hub for South Abilene and provide a mixture of both medical office and retail uses. It is customary for billboard advertising signs to be located near interstate and major arterial interchanges such as this. These locations provide the greatest exposure for promotion of businesses throughout Abilene.

(2) Whether the proposed zoning amendment will be appropriate in the immediate area of the subject property.

Abilene's Land Development Code provides a list of roads which permit off-site advertising signs. Antilley road is included on this list of roads that allow billboards. The immediate area of the subject property is entirely commercial in nature; therefore installation of a billboard will not appear out of place or inconsistent with the surrounding land uses. Furthermore, the base zoning of the subject property within PD 32 is (GR), thereby permitting all uses ordinarily allowed within this zoning classification. Traditionally, off-site advertising signs are permitted within General Retail (GR) zoning.

	Zoning	Existing Land Use
North	PDD-32	Vacant
South	PDD-25	Medical Use
East	PDD-32	Medical Use
West	PDD-32	General Retail

(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 proposed change will not adversely affect existing utilities and will not be required to provide public improvements and services.

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

It is the opinion of staff that the proposed rezoning and potential uses would not negatively affect the public health, safety, morals, or general welfare of the City of Abilene.

STAFF COMMENTS:

Abilene's Land Development Code identifies zoning districts which permit off-site advertising signs, General Retail (GR) zoning is one such zoning classification that is listed. The subject property falls within a Planned Development District with a base underlying zoning of General Retail (GR). Furthermore, Abilene's Land Development Code provides a list of roads which permit off-site advertising signs, specifically "Type II" signs, Antilley Road is listed as an appropriate road to locate off-site advertising Type II signs. Type II signs are be defined as off-site advertising signs permitted along arterial and collector roads as identified in

Abilene's Thoroughfare Plan, Type II signs are permitted to have a maximum area of 378 square feet and maximum height of 35-feet. Lastly, the proposed location of this sign meets all separation requirements for off-site advertising signs as outlined in Section 4.2.8.9 in Abilene's Land Development Code.

STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval of this request by a vote of five (5) to zero (0) on Tuesday, September 1, 2020.

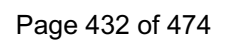
NOTIFICATION:

The Planning Services Division sent, with certificate of mailing, public notices to the applicant and to all owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
6050 HOSPITAL DRIVE LLC	6050 HOSPITAL DR	
ABILENE SOUTH REALTY LP	2015 HOSPITAL PL	
ABILENE SOUTH REALTY LP	2009 HOSPITAL PL	
ARMC LP	1888 ANTILLEY RD	
ASMO PROPERTIES LLC	2074 ANTILLEY RD	Opposed
CENTRAL PARK 91 JV		In Favor
COULTER PROPERTIES LLC	1901 ANTILLEY RD	
FIRST FINANCIAL BANK NA	1801 ANTILLEY RD	
FIRST FINANCIAL BANK NA	1725 ANTILLEY RD	In Favor
GFC LEASING CORP	24 HOSPITAL DR	
GFC LEASING CORP	1926 ANTILLEY RD	
HIT VENTURES LLC	1925 HOSPITAL PL	Opposed
HUMANA WEST LTD	5 HOSPITAL DR	
HUMANA WEST LTD	2 HOSPITAL DR	
MANGREM JOSEPH T & KELSI D	6 HOSPITAL DR	
MANGREM JOSEPH T & KELSI D	7 HOSPITAL DR	In Favor
NC SCHI INC	23 HOSPITAL DR	
NC SCHI INC	21 HOSPITAL DR	
PHYSICIAN RELIANCE INVEST	1957 ANTILLEY RD	
PROSPERITY BANK	2001 ANTILLEY RD	
RILEY SHARON		In Favor
RILEY SHARON	2050 ANTILLEY RD	In Favor
SHRINGERI AKKAMAHADEVI P	2100 ANTILLEY RD	
TENISON OIL CO	2005 HOSPITAL PL	In Favor
TENISON OIL CO	1963 HOSPITAL PL	In Favor
WILLIS THOMAS LEE	8 HOSPITAL DR	
WILLIS THOMAS LEE	4 HOSPITAL DR	

ATTACHMENTS:

- Application
- Site Plan Exhibit
- PowerPoint





Hoff's
Burgers

SUBWAY





Development Application

Planning

- | | | | |
|--|---|---|---|
| ☐ Conditional Use | ☐ Special Exceptions | ☐ Rezoning | ☐ Variance |
| ☒ PDD Amendment | ☐ Street Name Change | ☐ Thoroughfare Abandonment | ☐ Easement Release |
| ☐ Historic Certification of Appropriateness | ☐ Historic Project Tax Reduction | | |

Relief Procedures

- | | | | |
|--|---|---|---------------------------------|
| ☐ Petition for Relief
Other: _____ | ☐ Proportionality Appeal | ☐ Vested Rights Petition | ☐ Appeal |
|--|---|---|---------------------------------|

Project Name: Sharon's Barbeque D.S. Jul Sign

Address: 2050 Antilley Rd No. of lots: 1 Acreage: _____

Legal Description: _____

Subdivision Name: Humana West Block: _____ Lot: 232

Current Zoning: PDD-32 Proposed Zoning (if applicable): ~~PDD-32~~ ~~Other~~

OWNER AND AUTHORIZATION

Owner Name: Sharon Riley

Address: P.O. Box 3877

City, State, Zip: Abilene, Tex 79604 Fax: _____

Phone: _____ Email: _____

Agent Name: EHT

Address: 402 Cedar

City, State, Zip: Abilene, Tex 79606 Fax: _____

Phone: 698-5560 Email: david.todd@e-hi.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 submission, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: _____ Date: 6/4/20

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____

Case No.: _____ Reviewed By: _____

Remove from Subparagraph (f) 1 & 2 the wording "no other signs shall be allowed"

THE STATE OF TEXAS

COUNTY OF TAYLOR

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint H.C. ZACHRY, my true and lawful attorney, for me in my name, place, and stead, to:

(1) File an application for (check all that apply):

- ☒ Zone Change,
- ☐ Plat,
- ☐ Thoroughfare Closure, or
- ☐ Appeal to the Board of Adjustment, and

(2) Appear on my behalf at all necessary meeting of the appropriate board, commission, or City Council, as the case may be.

The undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning and Development Services Division for the City of Abilene, Texas.

Witness my hand this 22 day of JUNE, 2020

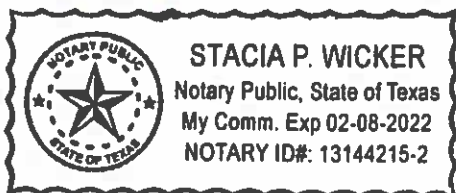
Sharon Riley
Owner

THE STATE OF TEXAS .

COUNTY OF TAYLOR .

BEFORE ME, the undersigned authority, on this date personally appeared Sharon Riley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of June, 20 20.



Stacia P. Wicker
Notary Public, Taylor County, Texas

Zoning

ORDINANCE NO. 49-1985

613 0000 3-4

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, ZONING, OF THE ABILENE MUNICIPAL CODE, CONCERNING HUMANA WEST PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended; 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 One Thousand Dollars (\$1,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 9 day of May,
A.D. 19 85.

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 5 day of May, 19 85, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 9:00 a.m., on the 23 day of May, 19 85, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 23 day of _____
May, A.D. 19 85.

ATTEST:

Patricia Patton
CITY SECRETARY

David Stubbeman
MAYOR

APPROVED:

Karen L. Anderson
CITY ATTORNEY

00133

Exhibit "A"

ORDINANCE NO. 49-1985

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

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance. Site Plan (and vicinity map) is attached as Exhibit B.

Further, all agreements, provisions, or covenants which govern the use, maintenance, and continued protection of this P.D.D. are hereby incorporated by reference and included as part of this ordinance. (Some of these documents may be attached as Exhibit C.)

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

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

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space) District to PD MX (Planned Development Mixed Use) District.

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

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

ORDINANCE NO. 49-1985

EXHIBIT "A"

Page 2

Legal Description:

BEING all that certain lot, tract or parcel of land out of a 64.41 acre tract out of a 78.12 acre tract out of lot 4 out of Alfred & Mary Fasshauer Subdivision of Survey 10 and 12, Lunatic Asylum Lands, Abilene, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8" iron rod, found, for the Northwest corner of said 64.41 acre tract, for the Northwest corner of this tract;

THENCE North 89 degrees 31 minutes 13 seconds East along the North line of said 64.41 acre tract a distance of 1061.62 feet to a 3/8" iron rod, found, for the Northeast corner of this tract;

THENCE South 0 degrees 06 minutes 03 seconds West a distance of 1349.61 feet to a 3/8" iron rod, set, on the North right-of-way of Antilley Road for the Southeast corner of this tract;

THENCE South 88 degrees 09 minutes 11 seconds West along said North right-of-way of Antilley Road a distance of 1018.82 feet to a 3/8" iron rod, found, for the Southwest corner of this tract

THENCE North 1 degree 42 minutes 22 seconds West along the West line of said 64.41 acre tract a distance of 1374.17 feet to the place of beginning containing 32.52 acres of land.

PART 6: Purpose. The purpose of the Humana West Planned Development district is to integrate development of facilities for retail, office, and medical care. District regulations described in the following Part 7 are designed to achieve the following:

- A. designate particular areas within the district for appropriate selected activities, and
- B. integrate the scale of building development in the district with less intensive residential use existing and anticipated to the west, as well as with relatively intensive commercial use existing and anticipated to the north and east.

PART 7: Specific Modifications.

- A. The following regulations shall govern the use and development of the Planned Development district, for each of the lots indicated on the site plan (attached as Exhibit B) and as set forth below:

- 1. Lots 1-20. Except as otherwise specified below, use and development of land shall be subject to regulations applicable to the Office (O) zoning classification.
 - a. Surgical centers shall be permitted as a right-of-use, rather than by special exception only.
 - b. Buildings shall be limited to two stories or 30 feet, whichever is greater, excluding architectural exceptions as generally allowed by Zoning Ordinance.
 - c. Building setbacks shall be a minimum of 30 feet from the bounding arterial street (Antilley Road) and 20 feet from other bounding street rights-of-way.
- 2. Lots 21-24. Except as otherwise specified below, use and development of land shall be subject to regulations applicable to the Limited Commercial (LC) zoning classification.
 - a. Surgical centers shall be permitted as a right-of-use, rather than by special exception only.
 - b. Building setbacks shall be a minimum of 30 feet from the bounding arterial street (Antilley Road) and 20 feet from other bounding street rights-of-way.
 - c. The number of business signs shall be restricted to just one (1) per business, no taller than 30 feet in height and no greater than 150 square feet in area.
- 3. Lots 25-30. Except as otherwise specified below, use and development of land shall be subject to regulations applicable to the Shopping Center (SC) zoning classification.
 - a. Hotel and motel facilities shall be permitted as a right-of-use.
 - b. Building height shall be limited to two stories or 30 feet, whichever is greater, excluding architectural exceptions as normally allowed by Zoning Ordinance.
 - c. Building setbacks shall be a minimum of 30 feet from the bounding arterial street (Antilley Road) and 20 feet from any other bounding street rights-of-way. Rear building setbacks shall be a minimum of 20 feet, and building setbacks from the (interior) side lot line shall be a minimum of 10 feet.

- d. Unless some specific use may be identified, for which parking demand may be more specifically measured, off-street parking spaces shall be provided as follows:
- (1) One space for each 222 square feet of gross retail area.
 - (2) One space for each 300 square feet of gross office area.
 - (3) One space for each motel or hotel unit.
 - (4) For other activities, as specified within the Zoning Ordinance.

- e. Except as otherwise specified below, no more than one (1) business sign shall be permitted per business, and such sign shall be a wall sign no larger than 25 percent of the building wall area to which it is attached. Businesses have customer access and/or building frontage within 100 feet of adjacent street rights-of-way, may have two (2) such business signs mounted on walls of the building in which they are located. In addition to permitted wall signs, a hotel, motel or restaurant may have one (1) free-standing sign mounted on a pole, so long as such sign is no more than 150 square feet in area and extends to a height no more than 30 feet. Also, any shopping center(s) located on the lot shall have no more than one free-standing sign per street frontage, identifying the name of the overall shopping center development. Such signs shall be no more than 150 square feet in area and extend no more than 30 feet in height.

- f. For activities other than of a commercial nature, sign regulations pertinent to the Office (O) zoning classification shall be applicable.

4. Lot 31. Except as otherwise specified below, use and development of land shall be subject to regulations applicable to the Medical Use (MU) zoning classification.

- a. Standard restaurant facilities shall be allowed to occupy up to 25% of the total floor area of an appropriate structure in which the restaurant is located.
- b. Buildings, or portions thereof, constructed on the western 100 feet of the lot shall be no greater than two stories or 30 feet, whichever is greater, excluding architectural exceptions normally allowed by Zoning Ordinance.
- c. Buildings, or portions thereof, constructed on the remainder of Lot 31, shall be no greater in height than 3 stories or 40 feet, whichever is greater, excluding architectural exceptions normally allowed by Zoning Ordinance.
- d. Building setbacks from all bounding street rights-of-way shall be a minimum of 20 feet.
- e. For any future lot resubdivided within Lot 31, the minimum (interior) side building setback shall be 10 feet.
- f. The minimum building setback from any rear lot boundary (not adjoining a street) shall be 10 feet.
- g. The Zoning Ordinance requirement for an additional one (1) foot of building setback, for every additional one foot of building height above 30 feet, shall not be applicable.
- h. Screening requirements associated with activities in the MU district shall be applicable only to power and/or heat generation facilities, refuse collection facilities, off-street loading spaces and open storage.

- B. Except as otherwise specified below, subdivision or resubdivision of any one or more lots represented on the site plan (attached as

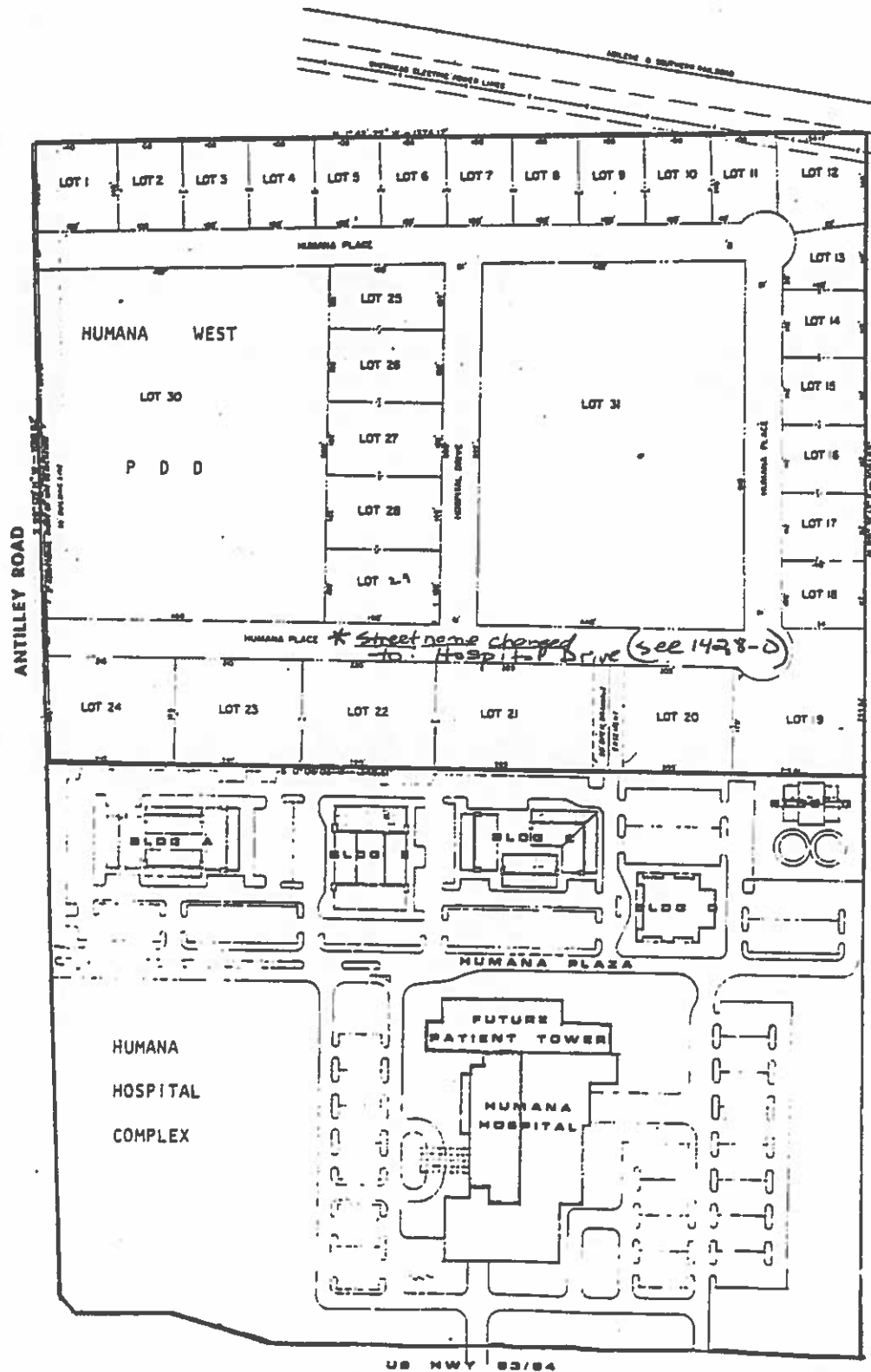
no longer applicable as it implies the old signs. See reg.

Lot 30

Exhibit B) shall be undertaken in conformance with Subdivision Regulations of the City of Abilene applicable at the time of resubdivision. Amendment of this Planned Development ordinance shall not be necessary for resubdivision; however, above-described regulations regarding use and development shall remain applicable to the lots represented on the attached site plan, unless such regulations are modified by amendment to this ordinance.

1. Provisions of Utility Placement Policy shall be modified to permit installation of electric, communication and gas utility lines (and all associated above-ground appurtenances) within any appropriately-designated easements located on private property.
2. Provisions of the Street Naming Policy shall be modified to permit one street name for a U-shaped street extended throughout the Humana West Planned Development district.

ORDINANCE NO. 49-1985
EXHIBIT "B"



00139

Cur. Plan.

ORDINANCE NO. 77-1986

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE AND ORDINANCE NO. 49-1985, CONCERNING THE HUMANIA WEST PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended by changing Ordinance No. 49-1985, 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 One Thousand Dollars (\$1,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 11 day of September, A.D. 19 86.

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 31 day of August, 19 86, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 9:00 a.m., on the 25 day of September, 19 86, to permit the public to be heard prior to final consideration of this ordinance. Such ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 25 day of September, A.D. 19 86.

ATTEST:

Patricia Patton
CITY SECRETARY

Died Stubbeman
MAYOR

APPROVED:

Harry Cayell
CITY ATTORNEY

ORDINANCE NO. 77-1986

EXHIBIT "A"

1st amendment to Ordinance #49-1985

Amend Ordinance #49-1985, Part 7, Paragraph 3, subparagraph (f)

DELETE: subparagraph (f)

ADD: New subparagraph (f), to read as follows:

- f. For all office-type uses as categorized by the Zoning Ordinance, including medical or dental clinics or offices, and those residential uses permitted in a Shopping Center district, either of the following standards for signs shall apply at the proponents option:

1. Business and/or Identification Sign: Freestanding, maximum thirty-six (36) square feet in area; maximum twelve (12) feet in height; located at least ten (10) feet from all property lines; one sign per use; illumination permitted. A nameplate or placard is allowed for each use and shall not exceed three (3) square feet in area and is to be wall-mounted.

~~All other sign regulation prescribed for Office-type uses shall furthermore apply and no other signs shall be allowed.~~

-or-

2. Business and/or Identification Sign: One wall sign no larger than 25% of the area of the wall upon which it is located; only one wall sign per use. A nameplate or placard is allowed for each use and shall not exceed three (3) square feet in area and is to be wall-mounted.

All other sign regulation prescribed for office-type uses shall furthermore apply, and no other signs shall be allowed. ,



TENISON OIL CO
STE B101
209 S DANVILLE DR
ABILENE, TX 79605-1451



NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-10

07/20/2020

The Planning and Zoning Commission will hold a public hearing on **Tuesday, August 4, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Sharon Riley, agent Enprotec/Hibbs and Todd, Inc., to amend existing Planned Development (PD) District Number 32 by removing from subparagraph (f) 1 and 2 the language stating "no other signs shall be allowed" from Lot 232 and allowing all signage allowed in General Retail (GR); Legal description being Lot 232 of Humana West Addition, Abilene, Taylor County, Texas and located at 2050 Antilley Road.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 27, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at (325) 676-6490 or jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-10

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: TENISON OIL CO
Address: 1963 HOSPITAL PL

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments: 

I am opposed ☐

Signature: 

July 28, 2020

City of Abilene
Planning and Zoning Commission

RE: Rezoning Application Number Z-2020-10

Dear Planning and Zoning Commission,

I am writing in response to rezoning Application Number Z-2020-10, concerning lot number 232 of Humana West Addition located at 2050 Antilley Road. that asks for a change in language to allow further signage.

The owners respectfully ask for no language change to the current Planned Development on this parcel not because we are anti-growth but because we are enthusiastic supporters of smart, planned urban development. Our most compelling reasons include:

- The request is based exclusively upon a desire to make more money out of the property as we have been made aware of the development plans to place a large, obnoxious sign in the said area.
- The particular physical surroundings do not support the need of such as sign in that particular location, especially that it will detract from our current office at 2074 Antilley and will obstruct our planned sign addition at the corner of 2074 Antilley.
- Another visual distraction will exacerbate current traffic congestion that may result in more accidents, injuries, or fatalities. This might be alleviated by a new traffic signal at the intersection which should be considered by the City of Abilene.
- It is a neighborly consideration to give equal air space to everyone in the area.

In as such, we **oppose** the said variance/language change and rezoning request. We respectfully ask for the Planning and Zoning Commission to deny this application.

Regards,



Bryan R. Vela
Administrator
ASMO Properties
2074 Antilley Road
Abilene, Texas 79606

CASE #: Z-2020-10

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ASMO PROPERTIES LLC

Address: 2074 ANTILLEY RD

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

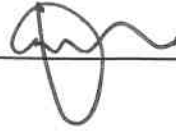
Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller, connected loops, written over a horizontal line.



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Rezoning

Kelsi Mangrem <kmangrem@hollandhearing.com>
To: cheryl.sawyers@abilenetx.gov

Fri, Au

I support the rezoning application relating to signage changes in our development area on Antilley between 83/84 and Memorial Drive.

Thank you!

Dr. Kelsi Mangrem
Holland Hearing Center
[7 Hospital Drive](#)



Dr. Kelsi Mangrem
Owner/Audiologist

kmangrem@hollandhearing.com | Phone: 325-437-4730
7 Hospital Dr. Abilene, TX 79606 | hollandhearing.com



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Zoning

1 message

Logan Huffington <huffingtonpilatesandfitness@gmail.com>
To: cheryl.sawyers@abilenetx.gov

Thu, Aug 13, 2020 at 12:28 PM

I support the rezoning application relating to signage changes in our development area.

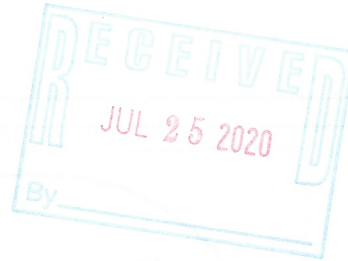
Dayna Huffington

Huffington Fitness Studio

[9 Hospital Drive](#)



TENISON OIL CO
STE B101
209 S DANVILLE DR
ABILENE, TX 79605-1451



NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-10

07/20/2020

The Planning and Zoning Commission will hold a public hearing on **Tuesday, August 4, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Sharon Riley, agent Enprotec/Hibbs and Todd, Inc., to amend existing Planned Development (PD) District Number 32 by removing from subparagraph (f) 1 and 2 the language stating "no other signs shall be allowed" from Lot 232 and allowing all signage allowed in General Retail (GR); Legal description being Lot 232 of Humana West Addition, Abilene, Taylor County, Texas and located at 2050 Antilley Road.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 27, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at (325) 676-6490 or jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-10

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: TENISON OIL CO
Address: 2005 HOSPITAL PL

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: 

CASE #: Z-2020-10

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: RILEY SHARON
Address: 2050 ANTILLEY RD

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: Sharon Riley

AUG 10 AM 10:19



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Rezoning application

1 message

Steve Walker <steve@walkertradesman.com>

Fri, Aug 14, 2020 at 5:01 PM

To: "cheryl.sawyers@abilenetx.gov" <cheryl.sawyers@abilenetx.gov>

I support the rezoning application relating to signage changes in our development area.

Steve & Diane Walker

Walker Tradesman Plumbing

[31 Windmill Circle Ste B](#)

Sincerely,

Steve Walker, Owner/Operations Manager

[31 Windmill Circle, Suite B](#)

[Abilene, Texas 79606](#)

Phone: 325.704.4100

Fax: 325.672.4769

<http://walkertradesmanplumbing.com>

Walker Tradesman Plumbing and Walker Tradesman Construction – *"Together We Can Make It Happen"*.

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Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Rezoning Application

1 message

Andrew Kouba <akouba@abilenedc.com>

Fri, Aug 14, 2020 at 2:39 PM

To: "cheryl.sawyers@abilenetx.gov" <cheryl.sawyers@abilenetx.gov>

Good Afternoon Ms. Sawyers,

I support the rezoning application relating to signage changes in our development area.

Andrew Kouba CEO

Medical Mall of Abilene

[1665 Antilley Road](#)

Andrew Kouba, CPA

Chief Executive Officer



[1665 Antilley Rd, Suite 180](#)

[Abilene, TX 79606](#)

[325-437-8645 \(office\)](#)

[806-535-4000 \(cell\)](#)

akouba@abilenedc.com

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information for the use of the designated recipient(s) named above.

If you have received this email in error, please destroy all copies and any attachments.

If you continue to receive erroneous email, please contact me at postmaster@abilenedc.com.



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Signage in our development area

2 messages

Kris Seale <kris.seale@funeraldirectorslife.com>
To: "cheryl.sawyers@abilenetx.gov" <cheryl.sawyers@abilenetx.gov>

Sat, Aug 15, 2020 at 9:56 AM

Cheryl:

I understand that HC Zachry has a rezoning application filed for a "billboard" on Antilley Blvd. I support the rezoning application relating to signage changes in our development area.

Kris Seale

Funeral Director's Life

6550 Director's Parkway

Blessings,

Kris

Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>
To: Kris Seale <kris.seale@funeraldirectorslife.com>

Sat, Aug 15, 2020 at 2:46 PM

Thank you Kris, I'll put your response in the packet for the commission and council.

[Quoted text hidden]

--

CHERYL SAWYERS

Planning Services Manager

Planning & Development Services

City of Abilene

555 Walnut Street, Suite 110

Abilene, Texas 79601-5254

Post Office Box 60

Abilene, Texas 79604-0060

(325) 676-6230 (Office)

[City of Abilene Planning & Development Services](#)





Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Billboard zoning opinion

1 message

Jason Heuerman <jmdrugsouth@yahoo.com>

Wed, Aug 12, 2020 at 11:23 AM

To: "cheryl.sawyers@abilenetx.gov" <cheryl.sawyers@abilenetx.gov>

I support the rezoning application relating to signage changes in our development area.

Trey Guffey

James McCoy's Drug Store South

[1725 Antilley Road](#)



CENTRAL PARK 91 JV
PO BOX 6868
ABILENE, TX 79608-6868

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-10

08/21/2020

The Planning and Zoning Commission will hold a public hearing on **Tuesday, September 1, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Sharon Riley, agent H.C. Zachry, to amend existing Planned Development (PD) District Number 32 by removing from subparagraph (f) 1 and 2 the language stating "no other signs shall be allowed" from Lots 25-30 and allowing all off-site advertising signage ordinarily allowed in General Retail (GR); Legal description Lot 232 of Planned Development 32, Humana West Addition, Abilene, Taylor County, Texas and located at 2050 Antilley Road.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **October 8, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at (325) 676-6490 or jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-10

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CENTRAL PARK 91 JV

Address:

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____

CASE #: Z-2020-10

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: RILEY SHARON

Address:

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: Sharon Riley

AUG 10 AM 10:19



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

[Planning] Rezoning application Z-2020-10

1 message

Gary Milliorn <GMilliorn@ffin.com>

Tue, Aug 25, 2020 at 2:49 PM

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

This message was sent securely using Zix®

First Financial Bank

[1725 Antilley](#)

1801 Antilley

Approve

Gary Milliorn

VP Property Manager

First Financial Bank, N.A. | Abilene[400 Pine St.](#), 2nd Floor | Abilene, Texas 79601

Office: 325-627-7151 Cell: 325-307-8146

Fax: 325-627-7187

gmilliorn@ffin.comThis message was secured by **Zix**®^{#174}.

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Watts, Nick <nick.watts@abilenetx.gov>

[Planning] Case#: Z-2020-10

1 message

Bryan Vela <velab67@gmail.com>
To: planning@abilenetx.gov

Tue, Aug 25, 2020 at 6:30 PM

Please find my position of "opposed" to the above referenced case.

Please note we are the new owners of 1925 Hospital Place and have not received letter from this department.

Regards,

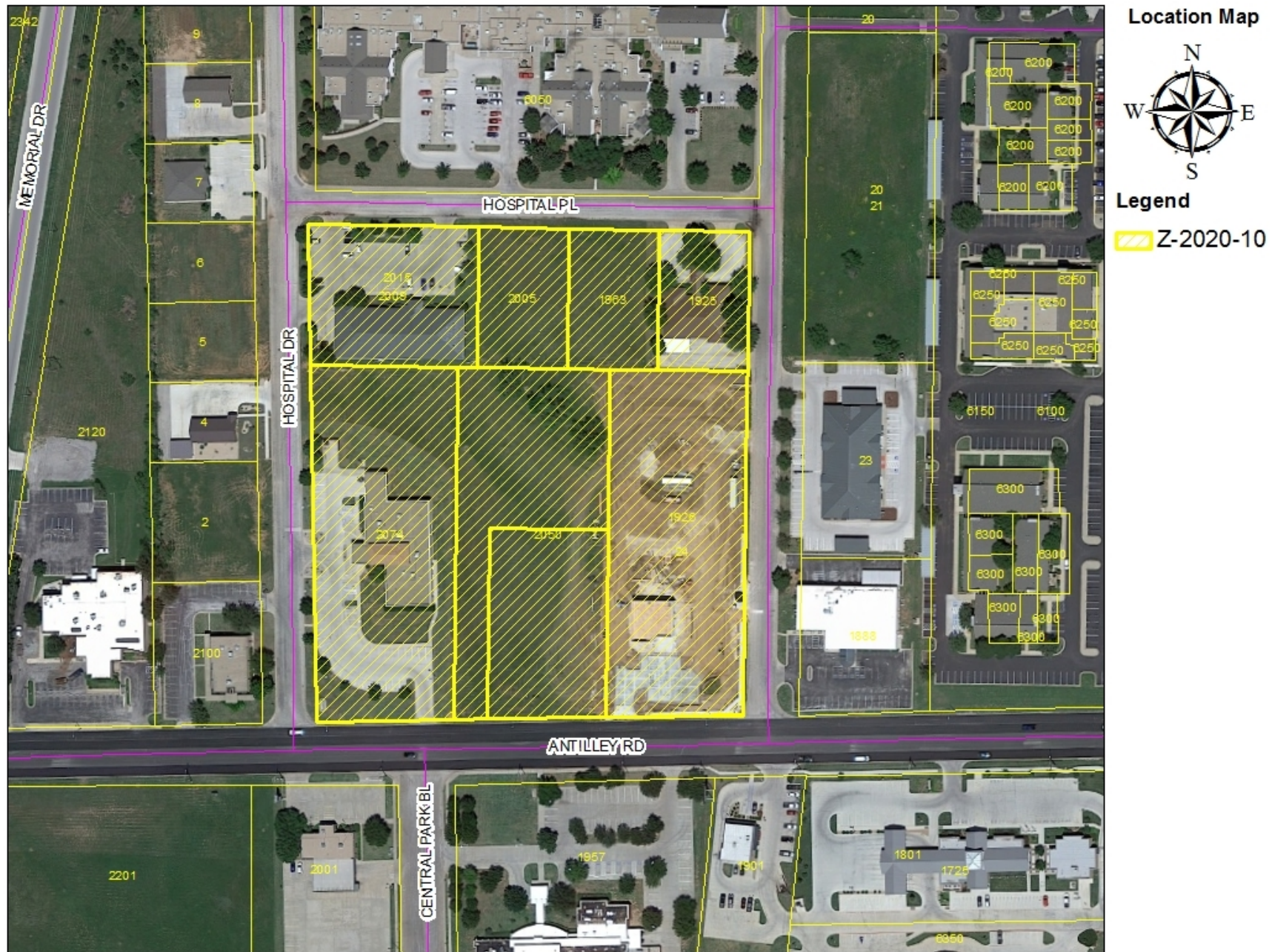
Bryan and Erika Vela
1925 Hospital Place
Abilene, TX 79606

--

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To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/208E6C5C-899B-40F9-B680-31A81400E80B%40gmail.com>.

Case: Z-2020-10
Owner: Sharon Riley
Agent: HC Zachry and City of Abilene
Request: Amend existing Planned Development District
Number 32 (PD 32)
Location: 2050 Antilley Road
Notification: 12 in Favor, 2 Opposed
Planning & Zoning Recommendation: Approval

Z-2020-10 AERIAL LOCATION MAP (Amended Portion of PD32)



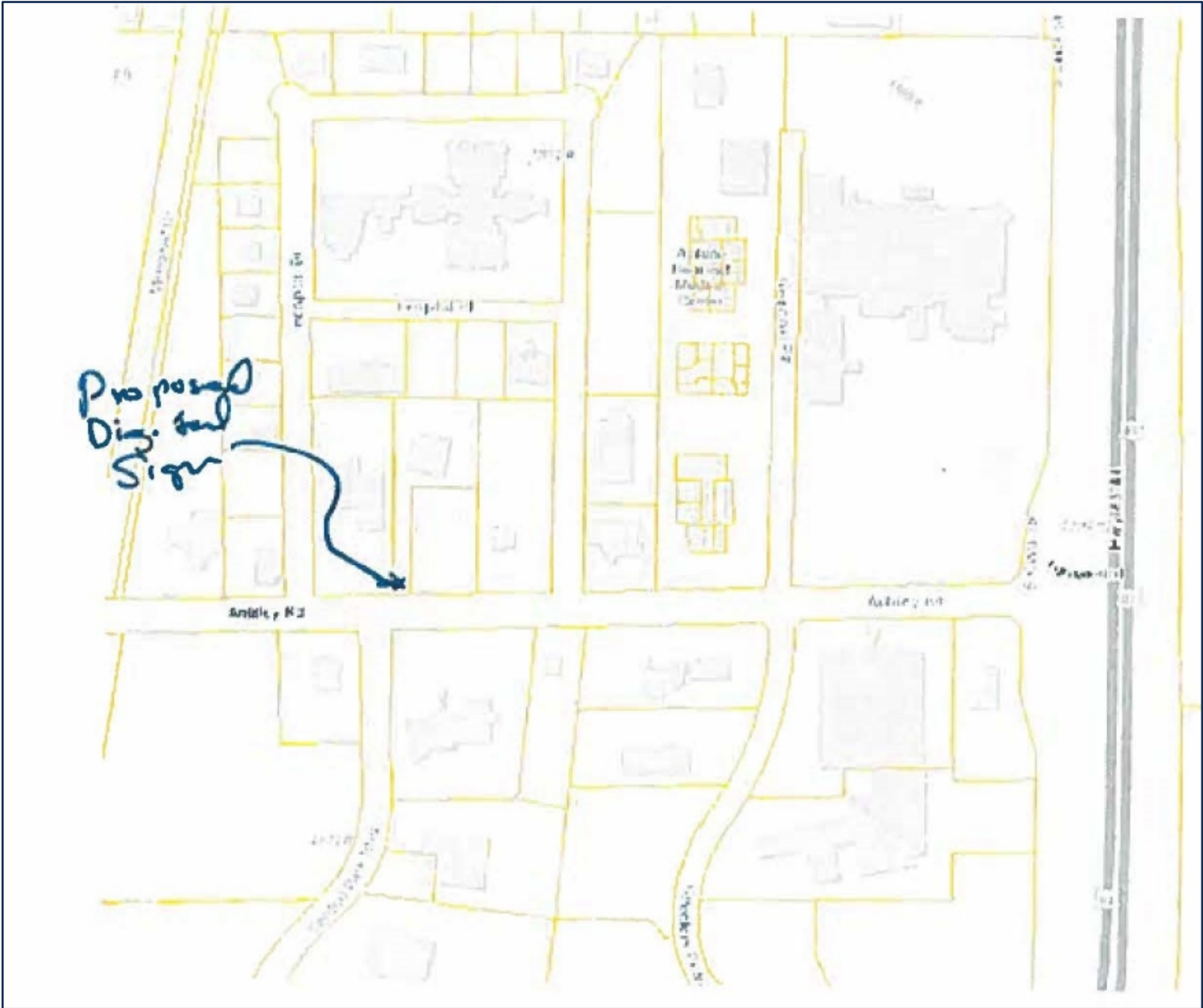
Z-2020-10 AERIAL LOCATION MAP (Proposed Billboard Location)



Z-2020-10 ZONING MAP



Z-2020-10 GRAPHIC CONCEPT PLAN





Z-2020-10 VIEWS OF SUBJECT PROPERTY

Subject Property



Neighboring property to the East



Neighboring property to the West



Property South of Antilley Rd.



Z-2020-10 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.5)
- Reviewed Pursuant to Section 1.4.3.5 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 10/22/2020

TO: Honorable Mayor and Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 22. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
3. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
4. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
5. 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
6. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020
7. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020

8. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
9. Kimberly Mattson v. City of Abilene (Board of Building Standards); Cause No. 12197-D, In the 350th Judicial District Court, Taylor County, Texas, filed July 30, 2020
10. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
11. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P-8277-83-CV, In the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020
12. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
13. Governor's Executive Orders COVID-19

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None