



City of Abilene City Council Agenda

Shane Price, Council Member
Bruce Kreidler, Council Member
Kyle McAlister, Council
Member
Robert Hanna, City Manager

Norm Archibald,
Mayor

Anthony Williams, Mayor Pro-tem
Jay Hardaway, Council Member
Steve Savage, Council Member
Stanley Smith, City Attorney
Danette Dunlap, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on Thursday, February 23, 2017 at 8:30 AM at 555 Walnut Street, 2nd Floor Council Chambers, 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.

1. CALL TO ORDER

2. INVOCATION

1. Councilman Anthony Williams

3. PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

1. Proclamation:
Lions White Cane Day

5. MINUTES

1. Approval of the Minutes from the Workshop on January 31st and the Regular Meeting on February 9th 2017.

6. 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.

1. **Ordinance:** *(First Reading)* **TC-2016-03** A request from Abilene Ind. School District, Agent Tal Fillingim, to abandon an unimproved L-shaped strip of land in center of block bounded by Industrial Blvd., Amarillo, Vine and South 36th Streets; and setting a public hearing for March 9, 2017. **(Dana Schoening)**
2. **Ordinance:** *(First Reading)* **Z-2017-03** A request from Ramsey Leasing Inc.,

agent Enprotect/Hibbs & Todd, to rezone property from AO (Agricultural Open Space) to GC (General Commercial), being 60.29 acres, located at 302 E. Overland Trail; and setting a public hearing for March 9, 2017. (Dana Schoening)

3. **Ordinance:** *(First Reading)* Amending Chapter 19 "Nuisances and Illegal Dumping," Article III, "Nuisance Enforcement," Section 19-34 "Administrative Procedure for Junked Vehicles" and Section 19-35 "Penalties, Costs and Fees for Section 19-1: Junked Vehicle"; and setting a public hearing for March 9th 2017. (Dana Schoening)
4. **Resolution:** Award of Bid #CB-1727 - S. 32nd & Buffalo Gap Rd. Reconstruction Project (Michael Rice)
5. **Resolution:** Award of Bid #CB-1728 - South 12th St. Overlay Project (Michael Rice)

7. REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

1. **Ordinance & Public Hearing:** *(Final Reading)* To amend Chapter 18 Parking prohibited—At all times. (Michael Rice)
2. **Resolution:** Award of Bid #CB-1726 - Hardwick Rd. Rehabilitation Project (Michael Rice)
3. **Resolution:** Authorizing contract with Raftelis Financial Consultants Inc. for the Water and Wastewater Utility System Cost of Service Rate Structure Update Study. (Rodney Taylor)
4. **Resolution:** Authorize the City Manager to execute a Construction Contract with Justice Construction for a new Crematory Unit at the Abilene Animal Shelter. (Wayne Lisenbee)
5. **Resolution:** Authorizing the City Manager to execute a Construction Contract with The Crowe Group, Inc. for the Abilene Zoo 2015 Bond Projects. (Wayne Lisenbee)
6. **Discussion Item:** Program to Receive Hauled Liquid Waste at the Hamby Water Reclamation Facility. (Rodney Taylor)

8. EXECUTIVE SESSION

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, as authorized by Texas Government Code Sections

1. 551.071 (Consultation with Attorney)

A) Payday Lending

The following pending litigation subjects which may be discussed are:

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Gary Lee and Marilu Lee Corpian v. City of Abilene, Cause No. 48,766-A in the 42nd District Court, filed August 7, 2014

4. Margarita Mitchell, et al. v. The City of Abilene, et al., filed in the 350th Judicial District Court, Taylor County, Texas, on October 21, 2015
5. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene. Cause No. D-1-GN-16-001160, filed March 16, 2016
6. Abilene Matera LLC v. Board of Building Standards for the City of Abilene and City of Abilene, Cause No. 10696-D. March 17, 2016.
7. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
8. E.G., et al. v. Barry Bond, City of Abilene, and Abilene Independent School District, Case 1:16-cv-00068-BL, U.S. District Court, Northern District, Abilene Division, filed April 28, 2016
9. Gary Corpian and Marilu Lee Corpian v. City of Abilene, Texas, Cause No. 49451-A, In the 42nd Judicial District Court, Taylor County, Texas, filed June 24, 2016
10. Mike Rodriguez, Lauren Rodriguez, Laura Gentry Edwards, Mike Gentry, and Lucy Gentry v. City of Abilene, Case No. 1-16CV-080-BL; In the United States District Court, Northern District of Texas, Abilene Division, filed May 17, 2016, served September 2, 2016
11. 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
12. Cause No. 11018-D; City of Abilene and Development Corporation of Abilene v. Texas Municipal League Governmental Risk Pool, In the 350th Judicial District Court, Taylor County, Texas, filed January 9, 2017

2. 551.072 (Deliberations about Real Property)

- A) Regional Water Supply
- B) Law Enforcement Center

3. 551.073 (Deliberations about Gifts and Donations)

4. 551.074 (Personnel Matters)

City Council may consider appointment, employment, 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.

The following Boards and Commissions may be discussed:

Abilene Economic Development Company, Inc.
Abilene Health Facilities Development Corp.
Abilene Higher Education Facilities Corporation
Abilene-Taylor County Events Venue District
Board of Adjustments
Board of Building Standards
Civic Abilene, Inc.
Civil Service Commission
Development Corporation of Abilene, Inc.
Firemen's Pension Fund Board
Friends of Safety City Board

Frontier Texas! Board of Directors
Abilene Housing Authority
Landmarks Commission
Library Board
Mechanical/Plumbing/Electrical & Swimming Pool Board of Appeals
Mental Health-Mental Retardation Board of Trustees
9-1-1 Emergency Communications District Board of Managers
Parks & Recreation Board
Planning and Zoning Commission
Taylor County Appraisal District
West Central Texas Municipal Water District
Tax Increment Reinvestment Zone Board

5. 551.087 (Business Prospect/Economic Development)

A) Hotel Proposals

6. 551.076 (Deliberations about Security Devices)

9. RECONVENE

1. Action if needed from Executive Session

10. REGULAR AGENDA

1. **Resolution:** Appointing members to various boards and commissions per the City Charter. **(Dunlap)**
 - *Office of Neighborhood Services Advisory Council*
 - *Planning and Zoning Commission*
 - *Tax Increment Reinvestment Zone (TIRZ)*

11. 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 contact Danette Dunlap, City Secretary, at 325-676-6202.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the _____ day of February, 2017, at _____.

Danette Dunlap, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Mr. Robert Hanna, City Manager

FROM: Mr. Dana L. Schoening, Director of Planning and Development Services

Ordinance: *(First Reading)* TC-2016-03 A request from Abilene Ind. School District, Agent Tal Fillingim, to abandon an unimproved L-shaped strip of land in center of block bounded by Industrial Blvd., Amarillo, Vine and South 36th Streets; and setting a public hearing for March 9, 2017. *(Dana Schoening)*

GENERAL INFORMATION

REQUESTED ACTION:

Abandon: Abandon all of the unimproved L-shaped strip of land in center of block bounded by Industrial Blvd., Amarillo, Vine and South 36th Streets. Being R.O.W. dedicated with deed on Pg. 605 in Vol. 226 of D.R. for Taylor County

SITE CHARACTERISTICS:

An unimproved L-shaped strip of land in center of block bounded by Industrial Blvd., Amarillo, Vine and South 36th Streets. Located south of the Cooper High School bus lot.

REQUEST ANALYSIS:

The applicant is requesting to abandon the street right-of-way (ROW) area for future development. The street was dedicated to the public by a deed filed at the Courthouse is 1929 and has never been improved or platted. The abandonment will clean up the property records and allow the applicant to include the land into a replat of the surrounding properties they own. Additionally, the closure of this right-of way does not create any violations to the maximum block length in this area.

SPECIAL CONSIDERATIONS

Please note the property owner response forms do not have signature lines, as this item was originally brought to Planning and Zoning Commission when signature lines were not on the forms.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Plat Review Committee:

The applicant must replat upon development of the properties.

Staff Recommendation:

Approval of abandonment request on condition abandonment does not remove legal access rights/requirements for abutting property tracts.

BOARD OR COMMISSION RECOMMENDATION

Mr. Bixby moved to approve this request, and Mr. Smith seconded the motion. The motion was approved by four (Famble, Smith, Bixby, and Calk) with none in opposition.

ATTACHMENTS:

| Description | Type |
|----------------------------|--------------|
| ❑ Ordinance Cover | Exhibit |
| ❑ Ordinance Exhibit | Exhibit |
| ❑ Staff Report With Maps | Exhibit |
| ❑ Updated Deed Description | Exhibit |
| ❑ Easement Filed Document | Exhibit |
| ❑ Property Owner Responses | Exhibit |
| ❑ PowerPoint Presentation | Presentation |

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of a Public Right of Way, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, subject to conditions as stated in Exhibit A.

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Abilene to abandon said described portion of a Public Right of Way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING this 23rd day of February A.D. 2017.

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 21st day of October 2016, the same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on second and final reading.

PASSED ON FINAL READING THIS 9th day of March, A.D. 2017.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

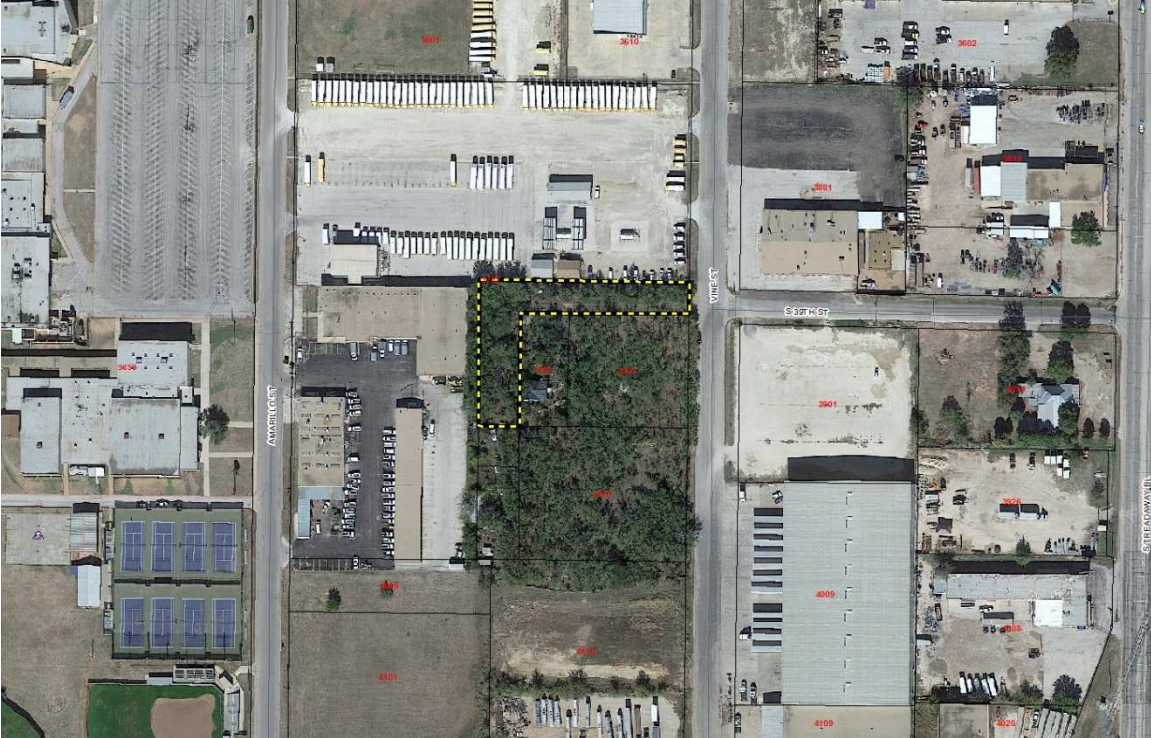
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons: all of an unimproved L-shaped strip of land in center of block bounded by Industrial Blvd., Amarillo, Vine and South 36th Streets. Legal description being R.O.W. dedicated with deed on Pg. 605 in Vol. 226 of the Deed Records for Taylor County.

All Public Right of Way as indicated and shown in the map below within the dashed area:



With the following conditions:

1. The applicant must replat at the time of development.

-END-

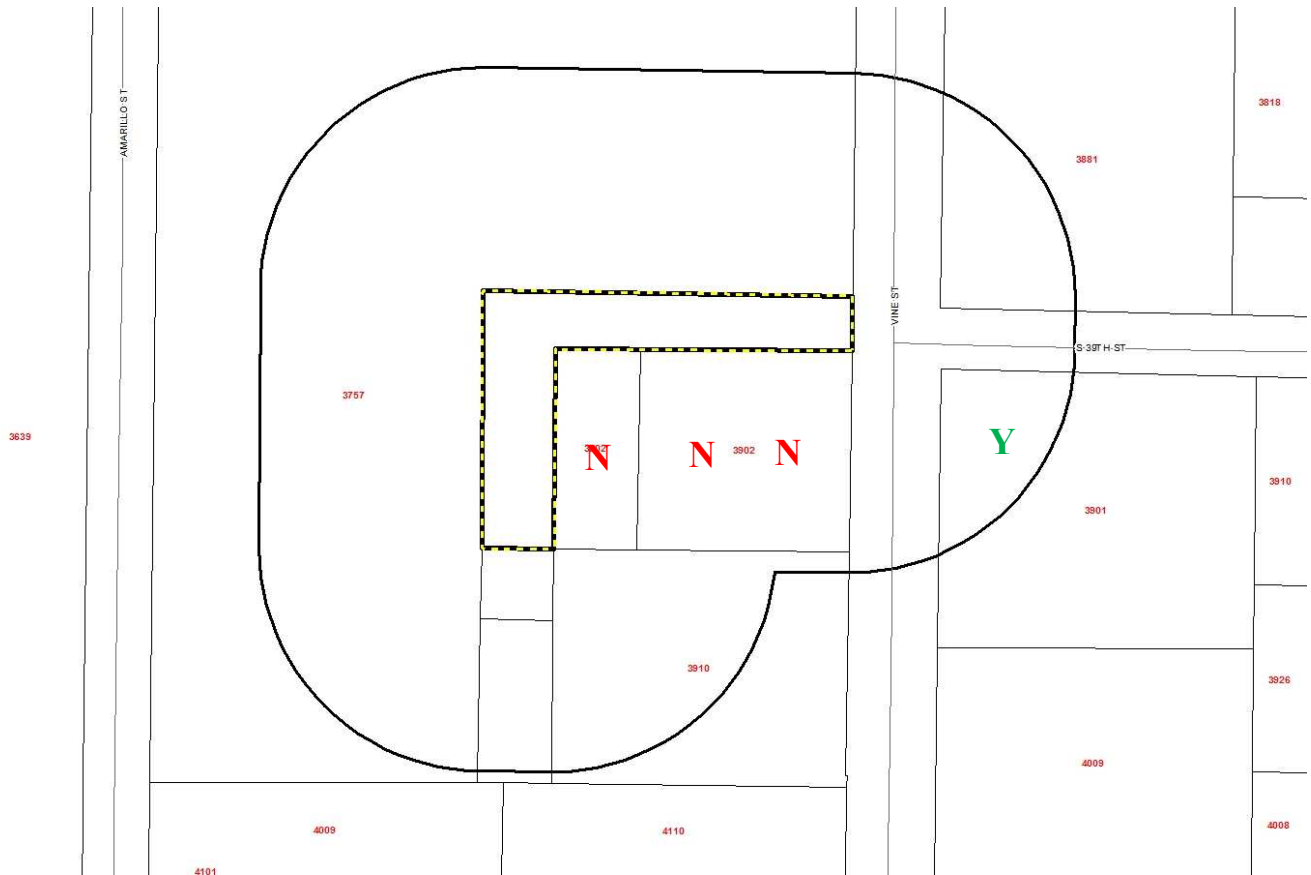
NOTIFICATION:

Property owners within the 200' of the subject rights-of-way were notified.

| OWNER | SITUS | RESPONSE |
|---------------------------------|------------------|----------|
| ABILENE IND SCHOOL DIST | 3910 VINE ST | |
| ABILENE IND SCHOOL DIST | 3757 AMARILLO ST | |
| ABILENE ISD | | |
| DEVELOPMENT CORP OF ABILENE INC | 3901 VINE ST | IN FAVOR |
| MC CORD SAM PROPERTIES INC | 3881 VINE ST | |
| WHITE RALPH SHANE & | | OPPOSED |
| WHITE RALPH SHANE & | 3902 VINE STREET | OPPOSED |
| WHITE RALPH SHANE & | 3902 VINE STREET | OPPOSED |

PUBLIC NOTIFICATION MAP

1 In Favor- **Y**
3 Opposed- **N**



AERIAL VIEW





3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10024300

**METES AND BOUNDS DESCRIPTION
A PORTION OF
RALPH SHANE WHITE PROPERTY
SECTION 64, BLIND ASYLUM LAND
ABILENE, TAYLOR COUNTY, TEXAS**

BEING 0.800 acre of land out of a 31-1/4 acre tract out of the southerly portion of the North one-half of the South one-half of Section 64, Blind Asylum Land, Abstract No. 1370, Taylor County, Texas, with said 31-1/4 acre tract described in a deed to C. A. Wilson recorded in Volume 155, Page 575, Deed Records, Taylor County, Texas, and further, this described tract being all of Tract Numbers 1, 2, 3 and 5 described in a certain General Warranty Deed from Eric Neal White to Ralph Shane White recorded in Instrument No. 2009-3195, Official Public Records, Taylor County, Texas. Said 0.800 acre tract is more particularly described in metes and bounds as follows:

COMMENCING at a point in the west right-of-way line of Vine Street and in the south line of the aforementioned 31-1/4 acre tract and from which the southeast corner of same is calculated from calls to bear East 727.3 feet, and further, said point being the northeast corner of Lot 1, Block A of the Penske Addition to the City of Abilene, Taylor County, Texas, and being the southeast corner of a tract of land conveyed to Abilene Independent School District of Taylor County, Texas (henceforth referred to as AISD Tract) in a certain Quitclaim Deed recorded in Volume 1847, Page 456, Official Public Records of Taylor County, Texas; **Thence** North 213 feet (determined from calls in the metes and bounds description of said Tract No. 2) along said west right-of-way line of Vine Street and the east line of said AISD Tract to the northeast corner thereof, same being the southeast corner of said Tract No. 2 and the **POINT OF BEGINNING** of this described 0.800 acre tract;

THENCE North 183 feet, per deed calls, along said west right-of-way line and said east line of said Tract No. 2 to the northeast corner thereof;

THENCE West, per deed calls, along the north line of said Tract No. 2, at 98.275 feet (calculated from deed calls) pass the northwest corner of said Tract No. 2, same being the northeast corner of said Tract No. 1, at 142.275 feet (calculated from deed calls) pass the northwest corner of said Tract No. 1, same being the northeast corner of said Tract No. 3, at 198.275 (calculated from deed calls) pass the northwest corner of said Tract No. 3, same being the northeast corner of said Tract No. 5, and continuing a **total distance of 281.275 feet** (calculated from deed calls) to a point for the northwest corner of said Tract No. 5 for the northwest corner of this described tract;

THENCE South 183 feet, per deed call, along the west line of said Tract No. 5 and of this described tract, to a point in the northwest corner of said AISD Tract, for the southwest corner of said Tract No. 5 and of this described tract and for the northeast corner of Tract No. 4 per said Instrument No. 2009-3195;

THENCE East, per deed call, along the south line of said Tract No. 5 and said north line of said AISD Tract, at 83 feet (per deed call) pass a point for the southeast corner of said Tract No. 5, same being the southwest corner of said Tract No. 3, at 139 feet (calculated from deed calls) pass the southeast corner of said Tract No. 3, same being the southwest corner of said Tract No. 1, at 183 feet (calculated from deed calls) pass the southeast corner of said Tract No. 1, same being the southwest corner of said Tract No. 2, and continuing a **total distance of 281.275 feet** (calculated from deed calls) to the **POINT OF BEGINNING** of this described tract containing 0.800 acre of land.

This date, January 25, 2017, the foregoing Metes and Bounds Description was prepared from calls found in the aforementioned General Warranty Deed recorded in Instrument No. 2009-3195, Official Public Records, Taylor County, Texas.

Mark T. Brown, R.P.L.S. #4247
See Attached Survey Drawing



for corner, said stake being the south-west corner of tract herein conveyed; thence 183 feet East parallel with the south boundary line of said 31½ acre tract, to a stake in west boundary line of said 1.24 acre tract conveyed to T. Wade Hedrick and Stewart Cooper, said stake being the south east corner of tract herein conveyed; thence North 183, feet, parallel with the East boundary line of said 31½ acre tract to the north west corner of said 1.24 acre tract conveyed to T. Wade Hedrick and Stewart Cooper and being the place of beginning of the tract herein conveyed.

Vol. 226 p. 605

C.A. Wilson & wife
And the grantors herein do hereby dedicate to the use of the public forever to be used as a street and roadway that certain certain strip of land on the north side and west side of the tract herein conveyed and running 60 feet wide on the west and 50 feet wide on the north entirely around said tract on the north and west to be used as a street and roadway and being described by metes and bounds as follows: Beginning at the north-west corner of said 1.24 acre tract of land conveyed to T. Wade Hedrick and Stewart Cooper by the grantors herein and fully described herein above; thence north 50 feet parallel with the east boundary line of said hereinabove described 31½ acre tract to a stake for corner and being the north west corner of a certain strip of land dedicated by the grantors herein by deed dated December 14th 1928 and recorded in Vol. 206, Page 540 Deed records of Taylor County, Texas reference being here made to same for a further description of said north-west corner; thence west 243 feet, parallel with the south boundary line of said 31½ acre tract to a stake for corner; thence south 233 feet parallel with the East boundary line of said 31½ acre tract to a stake for corner; thence East 60 feet parallel with south boundary line of said 31½ acre tract to a stake and being the south-west corner of a certain tract conveyed on this date and hereinabove described to Ernest W. Wilson; thence North 183 feet parallel with the East boundary line of said 31½ acre tract to north west corner of tract conveyed to Ernest W. Wilson this date; thence east 183 feet, parallel with south boundary line of said 31½ acre tract to place of beginning.

DO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Ernest W. Wilson with the exception of above described streets which are dedicated to the use of the public forever as a street and roadway, his heirs and assigns forever; and we do hereby bind ourselves our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Ernest W. Wilson, with the exception of above described streets which are dedicated to the use of the public forever as street and roadway, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the vendors Lien is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to face and tenor effect and reading when this deed shall become absolute. but no lien is retained against the above described streets which are dedicated to the use of the public forever.

Witness our hands at Wilcox Texas this 16th day of March A D 1929.

G. A. Wilson,

THE STATE OF TEXAS)

Alice C. Wilson,

COUNTY OF TAYLOR) BEFORE ME, the undersigned authority a Notary Public in and for Taylor County Texas on this day personally appeared G. A. Wilson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of March A D 1929.

Rainbow, Zack

From: Tarrant, Kim
Sent: Friday, October 28, 2016 1:26 PM
To: Reports, Planning
Cc: Sharp, Kent
Subject: Notice of Public Hearing Case #TC-2016-03
Attachments: 0049_001.pdf

See attached.

Kim Tarrant

Chief Administrative Officer
Development Corporation of Abilene
325.676.6338
abilenedcoa.com





CITY OF
ABILENE



DEVELOPMENT CORP OF ABILENE INC
ATTN: KIM TARRANT
PO BOX 60
ABILENE TX 79604-0060

NOTICE OF PUBLIC HEARING

RE: Thoroughfare Closure Number TC- 2016-03

10/28/2016

The Planning and Zoning Commission will hold a public hearing on **Monday, November 7, 2016, at 1:30 PM**, in the City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, for the purpose of considering a request from Abilene Ind. School District, Agent Tal Fillingim, to abandon an unimproved L-shaped strip of land in center of block bounded by Industrial Blvd., Amarillo, Vine and South 36th Streets. Right-of Way dedicated with deed on Pg. 605 in Vol. 226 of Deed Records for Taylor County.

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 or fax as listed below.

The attached map shows the area of the request. Only that area which is shaded or crosshatched on the map is being requested for abandonment. If approved by the Planning and Zoning Commission or if denied and appealed to the City Council within the specified ten day period, this case will be heard by the City Council for 2nd and Final Reading with a public hearing on **December 1, 2016 at 8:30 a.m.**, City Council Chambers, 2nd Floor, City Hall.

For the PLANNING & ZONING COMMISSION

Zack Rainbow, Planning Services Manager

Please call me at (325) 676-6234 if you have questions about this notice.

CASE #: TC - 2016-03

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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: DEVELOPMENT CORP OF ABILENE INC
Address: 3901 VINE ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604

Fax #: (325) 676-6242
email: planning@abilenetx.com

I am in favor ☒

I am opposed ☐

Additional Comments:



CITY OF
ABILENE

WHITE RALPH SHANE &
WHITE BURNEY DEWAYNE
11240 SOUTH BAY LN
AUSTIN TX 78739-1580

NOTICE OF PUBLIC HEARING

RE: Thoroughfare Closure Number TC- 2016-03

10/28/2016

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For the PLANNING & ZONING COMMISSION

Zack Rainbow, Planning Services Manager

Please call me at (325) 676-6234 if you have questions about this notice.

Property I.D. #
24489

CASE #: TC - 2016-03

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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WHITE RALPH SHANE &

Address: 3902 VINE ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604

Fax #: (325) 676-6242
email: planning@abilenetx.com

I am in favor ☐

I am opposed ☒

NOV 2 PM 12:16

Additional Comments:

*I REQUEST ANY OR ALL PERTINENT DOCUMENTS
AND DUE PROCESS
RSH & for BDW*



CITY OF
ABILENE

WHITE RALPH SHANE &
WHITE BURNEY DEWAYNE
11240 SOUTH BAY LN
AUSTIN TX 78739-1580

NOTICE OF PUBLIC HEARING

RE: Thoroughfare Closure Number TC- 2016-03

10/28/2016

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For the PLANNING & ZONING COMMISSION

Zack Rainbow, Planning Services Manager

Please call me at (325) 676-6234 if you have questions about this notice.

I.D.
Property # 24621

CASE #: TC - 2016-03

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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WHITE RALPH SHANE &

Address: 3902 VINE ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604

Fax #: (325) 676-6242
email: planning@abilenetx.com

I am in favor ☐

I am opposed ☒

Additional Comments:

NOV 2 PM 12:16

*I HEREBY REQUEST ALL DOCUMENTS
AND DUE PROCESS*

RSW & fn BDW



WHITE RALPH SHANE &
WHITE BURNEY DEWAYNE
11240 SOUTH BAY LN
AUSTIN TX 78739-1580

NOTICE OF PUBLIC HEARING

RE: Thoroughfare Closure Number TC- 2016-03

10/28/2016

The Planning and Zoning Commission will hold a public hearing on **Monday, November 7, 2016, at 1:30 PM**, in the City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, for the purpose of considering a request from Abilene Ind. School District, Agent Tal Fillingim, to abandon an unimproved L-shaped strip of land in center of block bounded by Industrial Blvd., Amarillo, Vine and South 36th Streets. Right-of Way dedicated with deed on Pg. 605 in Vol. 226 of Deed Records for Taylor County.

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 or fax as listed below.

The attached map shows the area of the request. Only that area which is shaded or crosshatched on the map is being requested for abandonment. If approved by the Planning and Zoning Commission or if denied and appealed to the City Council within the specified ten day period, this case will be heard by the City Council for 2nd and Final Reading with a public hearing on **December 1, 2016 at 8:30 a.m.**, City Council Chambers, 2nd Floor, City Hall.

For the PLANNING & ZONING COMMISSION

Zack Rainbow, Planning Services Manager

Please call me at (325) 676-6234 if you have questions about this notice.

Property I.D.# 24755

CASE #: TC - 2016-03

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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WHITE RALPH SHANE &
Address:

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604

Fax #: (325) 676-6242
email: planning@abilenetx.com

NOV 2 PM 12:16

I am in favor ☐

I am opposed ☒

Additional Comments:

*I REQUEST ANY OR ALL DOCUMENTS
AND ALL DUE PROCESS*

RSN & for BDW

TC-2016-03

(Tabled from 12-05-16)

Request: Abandon an unimproved L-shaped strip of land in center of block bounded by Industrial Blvd., Amarillo, Vine and South 36th Streets.

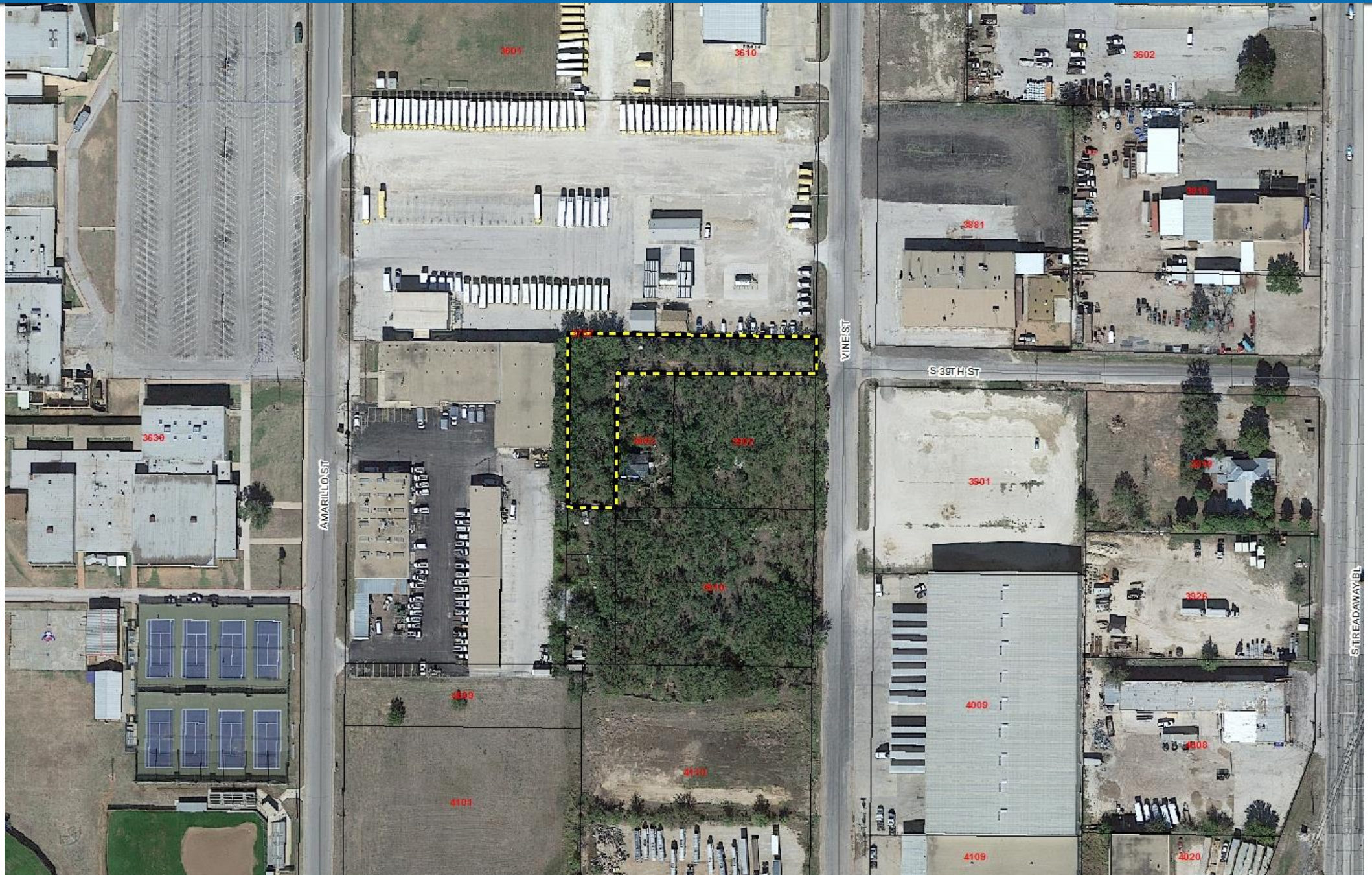
Notification: 1 in favor; 3* opposed

Plat Review Recommendation: Approval with conditions

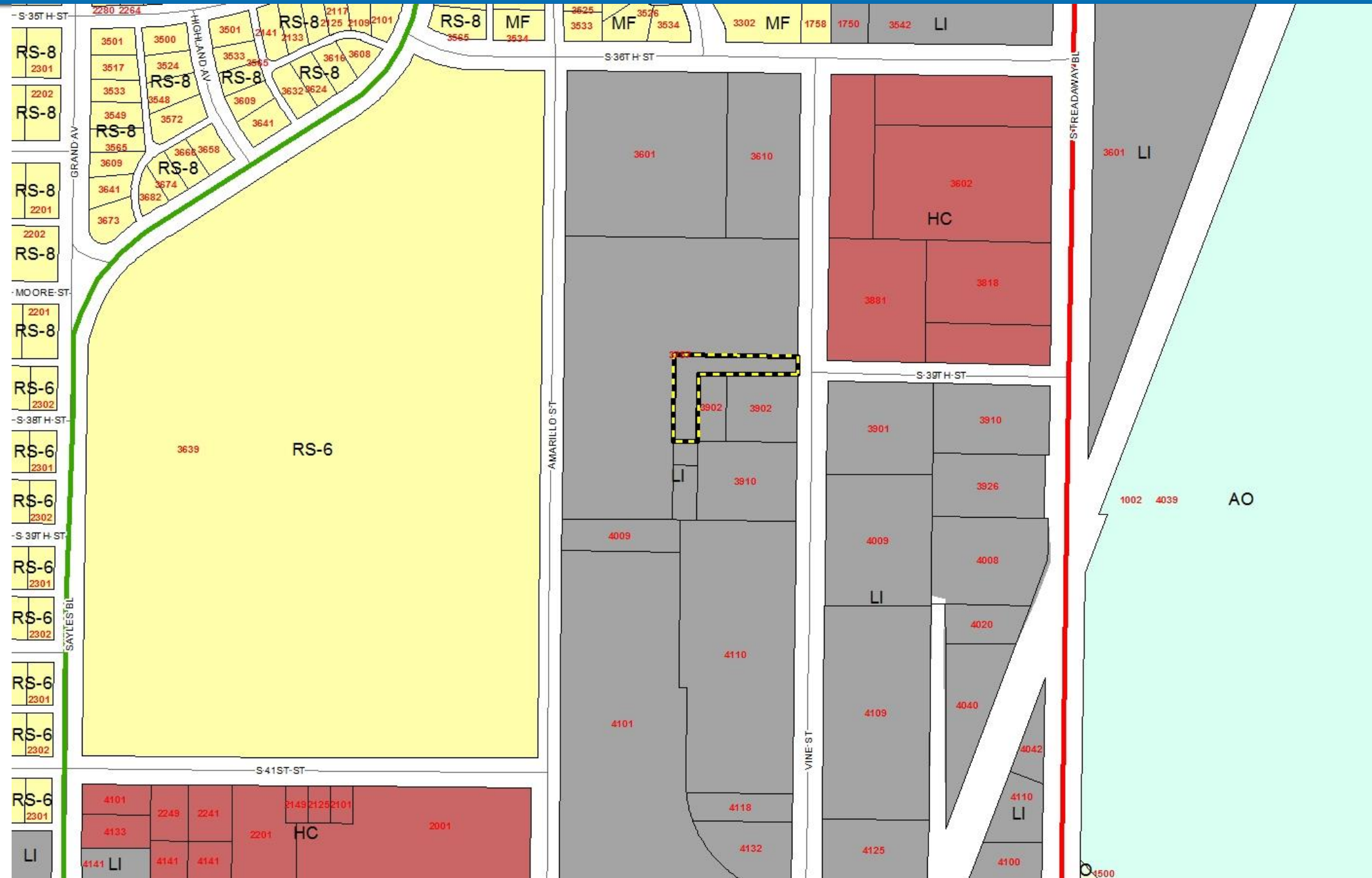
Staff Recommendation: Approval with conditions

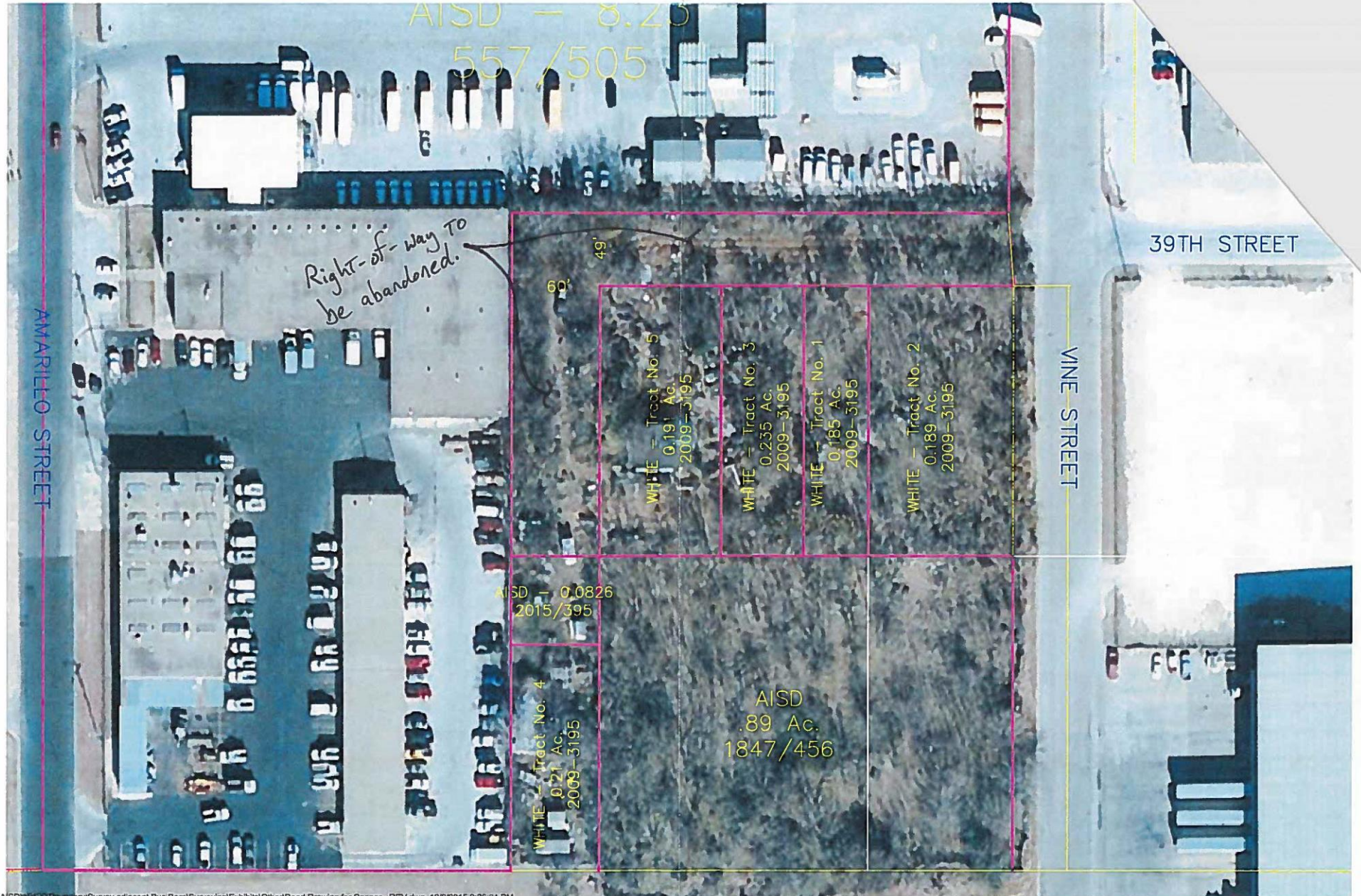
Planning & Zoning Commission Recommendation: Approval













3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10024300

**METES AND BOUNDS DESCRIPTION
A PORTION OF
RALPH SHANE WHITE PROPERTY
SECTION 64, BLIND ASYLUM LAND
ABILENE, TAYLOR COUNTY, TEXAS**

BEING 0.800 acre of land out of a 31-1/4 acre tract out of the southerly portion of the North one-half of the South one-half of Section 64, Blind Asylum Land, Abstract No. 1370, Taylor County, Texas, with said 31-1/4 acre tract described in a deed to C. A. Wilson recorded in Volume 155, Page 575, Deed Records, Taylor County, Texas, and further, this described tract being all of Tract Numbers 1, 2, 3 and 5 described in a certain General Warranty Deed from Eric Neal White to Ralph Shane White recorded in Instrument No. 2009-3195, Official Public Records, Taylor County, Texas. Said 0.800 acre tract is more particularly described in metes and bounds as follows:

COMMENCING at a point in the west right-of-way line of Vine Street and in the south line of the aforementioned 31-1/4 acre tract and from which the southeast corner of same is calculated from calls to bear East 727.3 feet, and further, said point being the northeast corner of Lot 1, Block A of the Penske Addition to the City of Abilene, Taylor County, Texas, and being the southeast corner of a tract of land conveyed to Abilene Independent School District of Taylor County, Texas (henceforth referred to as AISD Tract) in a certain Quitclaim Deed recorded in Volume 1847, Page 456, Official Public Records of Taylor County, Texas; **Thence** North 213 feet (determined from calls in the metes and bounds description of said Tract No. 2) along said west right-of-way line of Vine Street and the east line of said AISD Tract to the northeast corner thereof, same being the southeast corner of said Tract No. 2 and the **POINT OF BEGINNING** of this described 0.800 acre tract;

THENCE North 183 feet, per deed calls, along said west right-of-way line and said east line of said Tract No. 2 to the northeast corner thereof;

THENCE West, per deed calls, along the north line of said Tract No. 2, at 98.275 feet (calculated from deed calls) pass the northwest corner of said Tract No. 2, same being the northeast corner of said Tract No. 1, at 142.275 feet (calculated from deed calls) pass the northwest corner of said Tract No. 1, same being the northeast corner of said Tract No. 3, at 198.275 (calculated from deed calls) pass the northwest corner of said Tract No. 3, same being the northeast corner of said Tract No. 5, and continuing a **total distance of 281.275 feet** (calculated from deed calls) to a point for the northwest corner of said Tract No. 5 for the northwest corner of this described tract;

THENCE South 183 feet, per deed call, along the west line of said Tract No. 5 and of this described tract, to a point in the northwest corner of said AISD Tract, for the southwest corner of said Tract No. 5 and of this described tract and for the northeast corner of Tract No. 4 per said Instrument No. 2009-3195;

THENCE East, per deed call, along the south line of said Tract No. 5 and said north line of said AISD Tract, at 83 feet (per deed call) pass a point for the southeast corner of said Tract No. 5, same being the southwest corner of said Tract No. 3, at 139 feet (calculated from deed calls) pass the southeast corner of said Tract No. 3, same being the southwest corner of said Tract No. 1, at 183 feet (calculated from deed calls) pass the southeast corner of said Tract No. 1, same being the southwest corner of said Tract No. 2, and continuing a **total distance of 281.275 feet** (calculated from deed calls) to the **POINT OF BEGINNING** of this described tract containing 0.800 acre of land.

This date, January 25, 2017, the foregoing Metes and Bounds Description was prepared from calls found in the aforementioned General Warranty Deed recorded in Instrument No. 2009-3195, Official Public Records, Taylor County, Texas.

Mark T. Brown

Mark T. Brown, R.P.L.S. #4247
See Attached Survey Drawing





West View of property



West View





Southwest View









View from thoroughfare looking southeast



East View from thoroughfare





Plat Review Committee Recommendations

The Plat Review Committee recommends approval of the requested closure with the following conditions:

1. Replat at the time of development.





3639

AMARILLO ST

3757

3902

3902

3910

4009

4110

4101

VINE ST

S 39TH ST

1 In Favor-



3* Opposed-



3881

3818

3910

3901

3926

4009

4008



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Mr. Robert Hanna, City Manager

FROM: Mr. Dana L. Schoening, Director/Planning & Development Services

Ordinance: (First Reading) Z-2017-03 A request from Ramsey Leasing Inc., agent Enprotect/Hibbs & Todd, to rezone property from AO (Agricultural Open Space) to GC (General Commercial), being 60.29 acres, located at 302 E. Overland Trail; and setting a public hearing for March 9, 2017. *(Dana Schoening)*

GENERAL INFORMATION

The subject parcel is up to 60.29 acres in size. (The legal description provided by the applicant's agent indicates a parcel size of 60.29 acres; the Taylor Central Appraisal District uses a figure of 52.43 acres in their appraisal of the property. The exact size of the parcel will not be known until a survey is completed on the property.) There is a single-family residence on the subject parcel, and a substantial portion of the property has been used for agricultural purposes. The parcel has approximately 1,000 feet of frontage along E. Overland Trail, which is a one-way, east-to-west Interstate 20 frontage road. The main channel of Cedar Creek flows through the eastern end of the subject parcel then re-enters the city-owned Cedar Creek flood channel. A substantial portion of the eastern half of the property is in the Cedar Creek 100-year floodway with additional area in the 100-year floodplain.

Current Planning Analysis

The Agricultural Open Space (AO) district is typically used as a "holding zone" for land annexed to the City of Abilene, until an applicant requests and the City considers a more intensive zoning district of the land. The applicant is requesting rezoning to the General Commercial (GC) zoning district to allow as-yet-undetermined commercial uses. The GC zoning district provides a wide range of retailing activities, personal and business services, commercial entertainment, and other commercial uses. The allowed uses include lodging, fast food and sit-down restaurants, movie theaters, indoor and outdoor retail sales, offices, and personal services. The allowed uses are similar to uses on the commercial projects already built to the west and commercial projects that will be built to the southeast.

The Land Development Code allows grading and development within the 100-year floodplain and floodways, but such grading and development are subject to special construction standards to ensure (a) the safety of buildings and occupants, (b) floodwaters are not impeded, and (c) floodplain elevations are not increased. For these reasons and other business and Federal regulatory requirements, developers of commercial projects generally avoid these areas. Approximately 40% of the site is located outside the 100-year floodplain with the remaining 60% of the parcel in the Cedar Creek floodplain or floodway. The subject parcel has an area of sufficient size and shape outside the 100-year floodplain (20-25 acres) and frontage along E. Overland Trail to accommodate major commercial development.

Future development on the subject parcel could create compatibility conflicts with residential uses to the north and northeast. However, these residential uses are on parcels of six (6) acres or greater in size, and the nearest single-family homes are at least 200 feet from the property line or near the northeast corner of the subject parcel where commercial development should not likely occur. It is staff's opinion that the requested rezoning and future development will not have substantial adverse effects on surrounding properties.

Comprehensive Planning Analysis

The *Future Land Use and Development Plan* map of the Comprehensive Plan designates this parcel as Low Density Residential and most of the surrounding area is Low Density Residential and Single Family Residential with a small Commercial node designated at the intersection of W. Lake Road and Overland Trail. As stated in Section 2.1.1.1(b)(3) of the Land Development Code, the Comprehensive Plan map is not to be construed as defining zoning district boundaries, but is to be used as a guide in making decisions regarding zoning. The Comprehensive Plan identifies those areas in the Cedar Creek floodway and 100-year floodplain as sensitive development areas.

Over the last twenty years, commercial development nodes have developed around the E. Overland Trail intersections with State Highway 351 and W. Lake Road (FM 600). The City has adopted commercial zoning on several large parcels between these two nodes, and new commercial development has resulted (Buffalo Wild Wings, Cinemark theater under construction) along E. Overland Trail. With this commercial zoning and new development, a commercial corridor is emerging along E. Overland Trail between SH 351 and W. Lake Road. It is staff's opinion that the uses permitted by the requested rezoning will be appropriate as part of this commercial corridor along E. Overland Trail.

In early 2016 the Planning & Zoning Commission and the City Council considered the rezoning application for the Cinemark theater development, which is located southeast of the subject parcel on the other side of Cedar Creek. Staff recommended that only the front 50 (approximate) acres of the property be rezoned to General Commercial (GC) and that the remaining rear portion of the property, which was mostly located in the 100-year floodplain, remain in the Agricultural Open Space zoning district. The Commission recommended and the Council approved the rezoning of the entire 103-acre Cinemark property to GC as requested by the property owner. Based on this previous action, staff recommends approval of the rezoning of the entire subject parcel to GC as requested by the applicant.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends approval of the requested rezoning.

BOARD OR COMMISSION RECOMMENDATION

Mr. Bixby made the motion to approve this request, and Mr. Smith seconded the motion. However, the motion was not approved due to a lack of four eligible votes. Three Commissioners voted to approve (Famble, Smith, and Bixby,) but Mr. Calk abstained from the vote due to a conflict.

Applicant timely filed its appeal of the denial of the Application.

ATTACHMENTS:

| Description | Type |
|---------------------------|-----------------|
| ▣ Ordinance Cover | Ordinance |
| ▣ Ordinance Exhibit | Exhibit |
| ▣ Staff Report With Maps | Presentation |
| ▣ Letter of Appeal | Exhibit |
| ▣ Citizen Response | Backup Material |
| ▣ PowerPoint Presentation | Presentation |

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL 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 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

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 this 23rd day of February, A.D. 2017.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of January, 2017, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 9th day of March, 2017 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 9th day of March, A.D. 2017.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

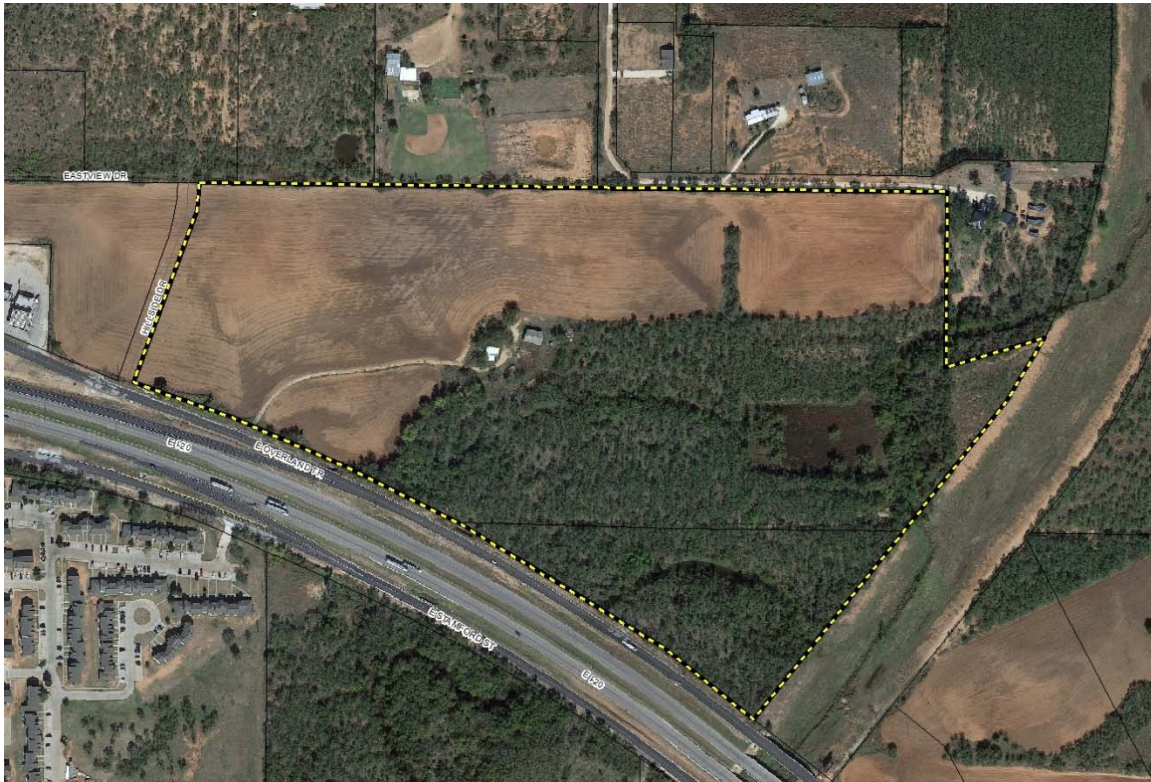
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to GC (General Commercial).

Legal Description: The legal description for the property is set out in Exhibit "B", attached hereto.



Location: 302 E. Overland Trail.

-END-

EXHIBIT "B"

**FIELD NOTES
FOR
60.29 ACRES OUT OF
SECTIONS 83 AND 84, BLOCK 14
T. & P. RAILROAD COMPANY SURVEY
TAYLOR COUNTY, TEXAS**

Being 60.29 Acres out of Sections 83 and 84, Block 14, T. & P. Railroad Company Survey, Taylor County, Texas and being a remainder of those certain tracts described in Volume 2124, Page 495, Official Public Records of Taylor County, Texas and all of that certain 2.03 acre tract described in Volume 1088, Page 26, Deed Records of Taylor County, Texas. Said 60.29 acres being more particularly described by metes and bounds as follows:

BEGINNING at a point on the north right of way line of Interstate Highway 20 for the southeast corner of Ramsey Commercial Subdivision as shown on plat recorded in Plat Cabinet 2, Slide 88-D, Plat Records of Taylor County, Texas and for the southwest corner of this tract;

THENCE North 22 degrees 38 minutes 18 seconds East for a distance of 399.16 feet to the beginning of a curve to the left;

THENCE with said curve to the left having an arc length of 228.50 feet, a radius of 586.22 feet and a chord bearing of North 11 degrees 28 minutes 18 seconds East for a chord length of 227.06 feet to the end of said curve;

THENCE North 00 degrees 16 minutes 39 seconds East for a distance of 30.45 feet to the northeast corner of the aforesaid Ramsey Commercial Subdivision on the north line of that certain 75.73 acre tract as described in the aforesaid Volume 2124, Page 495, Official Public Records of Taylor County, Texas;

THENCE South 89 degrees 45 minutes 45 seconds East for a distance of 2262.24 feet to the northeast corner of said 75.73 acre tract and an interior corner of that certain 7.302 acre tract described in Document No. 2012-522, Official Public Records of Taylor County, Texas;

THENCE South 00 degrees 14 minutes 15 seconds West for a distance of 517.67 feet to the most southerly southwest corner of said 7.302 acre tract;

EXHIBIT "B"

THENCE North 73 degrees 31 minutes 24 seconds East for a distance of 308.29 feet to the southeast corner of said 7.302 acre tract on west line of a drainage channel as described in Volume 11, Page 166, Civil Court Minutes of Taylor County, Texas for the beginning of a curve to the right;

THENCE with said curve to the right having an arc length of 337.46 feet, a radius of 1792.76 feet and a chord bearing of South 33 degrees 46 minutes 01 seconds West for a chord length of 336.96 feet to the end of said curve;

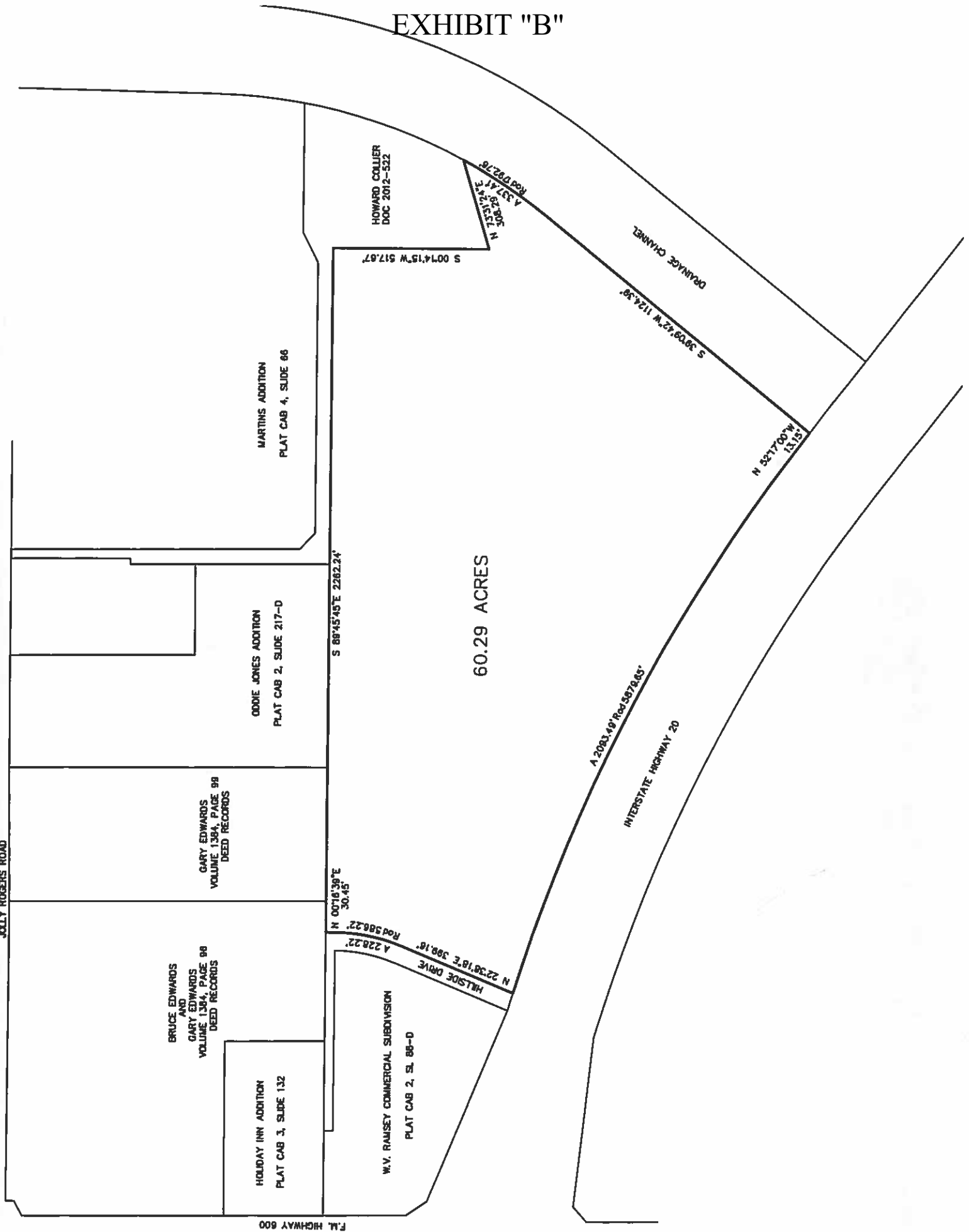
THENCE South 39 degrees 09 minutes 42 seconds West with the west line of said drainage channel for a distance of 1124.39 feet to a point on the north right of way line of Interstate Highway 20 for the southeast corner of this tract;

THENCE North 52 degrees 17 minutes 00 seconds West with said right of way line for a distance of 13.15 feet to the beginning of a curve to the left;

THENCE with said curve to the left having an arc length of 2093.51 feet, a radius of 5879.65 feet and a chord bearing of North 62 degrees 29 minutes 01 seconds West for a chord length of 2082.47 feet to the point of beginning and containing an area of 60.29 acres of land

This document does not reflect the results of an on the ground survey, and is to be used for zoning purposes only.

EXHIBIT "B"



ZONING CASE Z-2017-03

STAFF REPORT



APPLICANT INFORMATION:

Ramsey Leasing Inc.

Agent: David Todd, Enprotect / Hibbs & Todd

HEARING DATES:

P & Z Commission: February 6, 2017

City Council 1st Reading: February 23, 2017

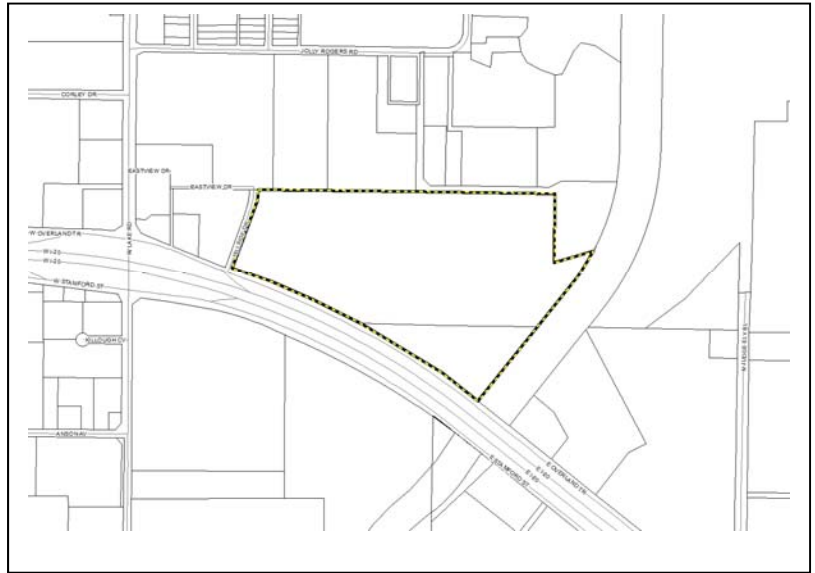
City Council 2nd Reading: March 9, 2017

LOCATION:

302 E. Overland Trail, on the north side of E. Overland Trail approx. 0.7 miles northwest of N. Judge Ely Blvd.

REQUESTED ACTION:

Rezone property from AO (Agricultural Open Space) to GC (General Commercial) zoning



SITE CHARACTERISTICS:

The subject property is 60.29 acres in size. There is a single-family residence on the property, and a substantial portion of the property has been used for agricultural purposes. The parcel has approximately 2,100 feet of frontage along E. Overland Trail with 700 feet of frontage outside the Cedar Creek 100-year floodplain. Overland Trail is a one-way, east-to-west frontage road on the north side of Interstate 20. The main channel of Cedar Creek flows through the eastern end of the subject parcel then re-enters the city-owned Cedar Creek flood channel. A substantial portion of the eastern half of the property is in the Cedar Creek 100-year floodway with additional area in the 100-year floodplain.

The surrounding properties are zoned Agricultural Open Space (AO) to the north, General Commercial (GC) to the west, GC to the south including properties south of Interstate 20, and GC to the east across the Cedar Creek natural flood channel (the flood channel is zoned AO). Current uses of the surrounding area are:

| | |
|------------|--|
| West: | Vacant commercial land and commercial uses including lodging, restaurant, and convenience stores with fuel pumps |
| South: | Interstate 20 |
| Southeast: | Cedar Creek natural flood channel, vacant commercial land, Cinemark theater under construction |
| East: | Cedar Creek flood channel and single-family home on rural size parcel |
| North: | Single-family homes on rural size parcels |

ZONING HISTORY:

The property was annexed in 1957 and 1959 and was zoned AO at its annexation. Approximately 2.6 acres in the south portion of the property is already zoned GC; it has been zoned GC for over 20 years.

ANALYSIS:

Current Planning Analysis

The Agricultural Open Space (AO) district is typically used as a "holding zone" for land annexed to the City of Abilene, until an applicant requests and the City considers a more intensive zoning district of the land. The applicant is requesting rezoning to the General Commercial (GC) zoning district to allow as-yet-undetermined commercial uses. The GC zoning district provides a wide range of retailing activities, personal and business services, commercial entertainment, and other commercial uses. The allowed uses include lodging, fast food and sit-down restaurants, movie theaters, indoor and outdoor retail sales, offices, and personal services. The allowed uses are similar to uses on the commercial projects already built to the west and commercial projects that will be built to the southeast.

The Land Development Code allows grading and development within the 100-year floodplain and floodways, but such grading and development are subject to special construction standards to ensure (a) the safety of buildings and occupants, (b) floodwaters are not impeded, and (c) floodplain elevations are not increased. For these reasons and other business and Federal regulatory requirements, developers of commercial projects generally avoid these areas. Approximately 40% of the site is located outside the 100-year floodplain with the remaining 60 percent of the parcel in the Cedar Creek floodplain or floodway. The subject parcel has an area of sufficient size and shape outside the 100-year floodplain (20-25 acres) and frontage along E. Overland Trail to accommodate major commercial development.

Future development on the subject parcel could create compatibility conflicts with residential uses to the north and northeast. However, these residential uses are on parcels of six (6) acres or greater in size, and the nearest single-family homes are at least 200 feet from the property line or near the northeast corner of the subject parcel where commercial development should not likely occur. It is staff's opinion that the requested rezoning and future development will not have substantial adverse effects on surrounding properties.

Comprehensive Planning Analysis

The *Future Land Use and Development Plan* map of the Comprehensive Plan designates this parcel as Low Density Residential and most of the surrounding area as Low Density Residential and Single Family Residential with a small Commercial node designated at the intersection of W. Lake Road and Overland Trail. As stated in Section 2.1.1.1(b)(3) of the Land Development Code, the Comprehensive Plan map is not to be construed as defining zoning district boundaries, but is to be used as a guide in making decisions regarding zoning. The Comprehensive Plan identifies those areas in the Cedar Creek floodway and 100-year floodplain as sensitive development areas.

Over the last twenty years, commercial development nodes have developed around the E. Overland Trail intersections with State Highway 351 and W. Lake Road (FM 600). The City has adopted commercial zoning on several large parcels between these two nodes, and new commercial development has resulted (Buffalo Wild Wings, Cinemark theater under construction) along E. Overland Trail. With this commercial zoning and new development, a commercial corridor is emerging along E. Overland Trail between SH 351 and W. Lake Road. It is staff's opinion that the uses permitted by the requested rezoning will be appropriate as part of this commercial corridor along E. Overland Trail.

In early 2016 the Planning & Zoning Commission and the City Council considered the rezoning application for the Cinemark theater development, which is located southeast of the subject parcel on the other side of Cedar Creek. Staff recommended that only the front 50 (approximate) acres of the property be rezone to General Commercial (GC) and that the remaining rear portion of the property, which was mostly located in the 100-year floodplain, remain in the Agricultural Open zoning district. The Commission recommended and the Council approved the rezoning of the entire 103-acre Cinemark property to GC as requested by the property owner. Based on this previous action, staff recommends approval of the rezoning of the entire subject parcel to GC as requested by the applicant.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval of the requested rezoning.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission considered this request at their February 6, 2017 meeting. The Commission had only four members in attendance at the meeting, and one member abstained from voting on this matter. The Commission, therefore, was unable to approve a motion on the application, which requires four affirmative votes. The Commission did not make a recommendation on this application.

Although the Commission did not deny the application, staff is processing an appeal by the applicant's agent so that processing of the application can continue. This will allow the Council to consider the application and make a final decision on the requested rezoning.

NOTIFICATION:

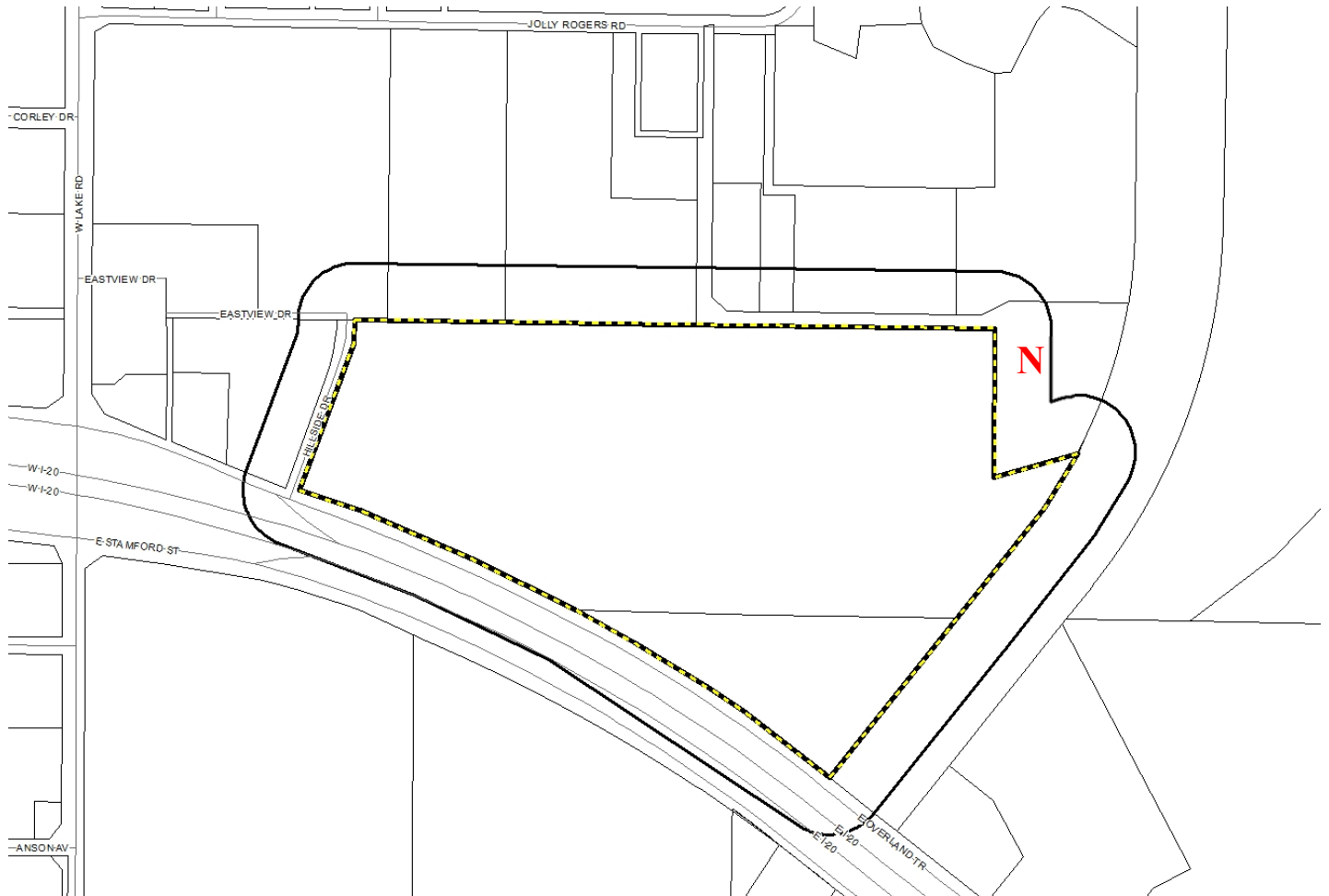
On January 26, 2017 the Planning Services Division sent, with certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

| OWNER | SITUS | RESPONSE |
|----------------------------|---------------------|----------|
| BARDIN BRAD S & EMILY G | 441 JOLLY ROGERS RD | |
| CITY OF ABILENE | | |
| COLLIER HOWARD TAYLOR | 581 JOLLY ROGERS RD | Opposed |
| EDWARDS BRUCE LYNN | JOLLY ROGERS RD | |
| EDWARDS GARY ESTATE | 401 JOLLY ROGERS RD | |
| MARTIN JOSEPH B & SANDRA G | 461 JOLLY ROGERS RD | |
| MORGAN THOMAS M | JOLLY ROGERS RD | |
| RAMSEY LEASING INC | 142 E OVERLAND TR | |
| RAMSEY LEASING INC | 302 E OVERLAND TR | |
| RAMSEY LEASING INC | OVERLAND TR | |
| SMITH PATRICIA MARTIN | 465 JOLLY ROGERS RD | |
| SMITH PATRICIA MARTIN | JOLLY ROGERS RD | |

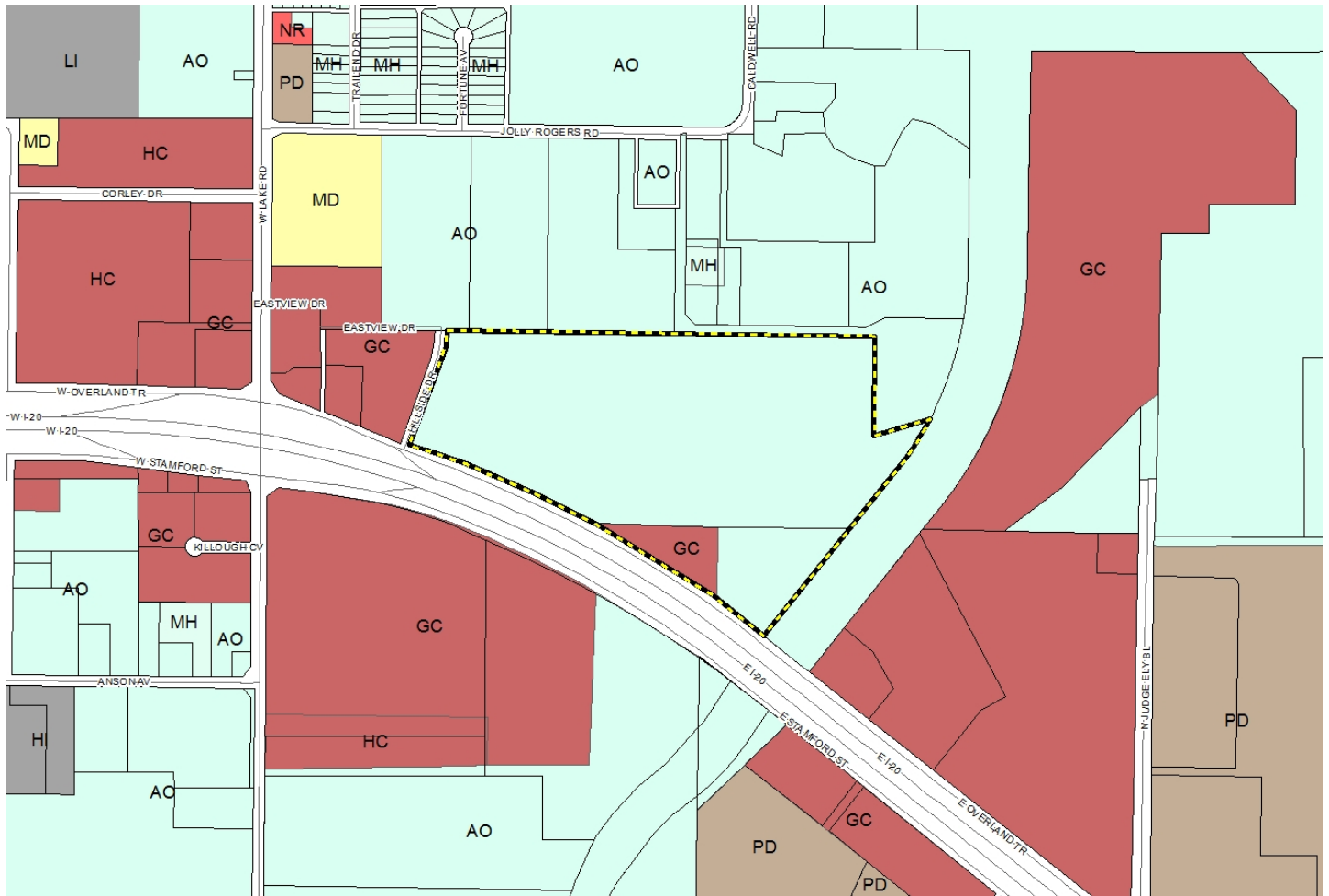
PROPERTY OWNER NOTIFICATION MAP

0 in Favor- **Y**
1 Opposed- **N**

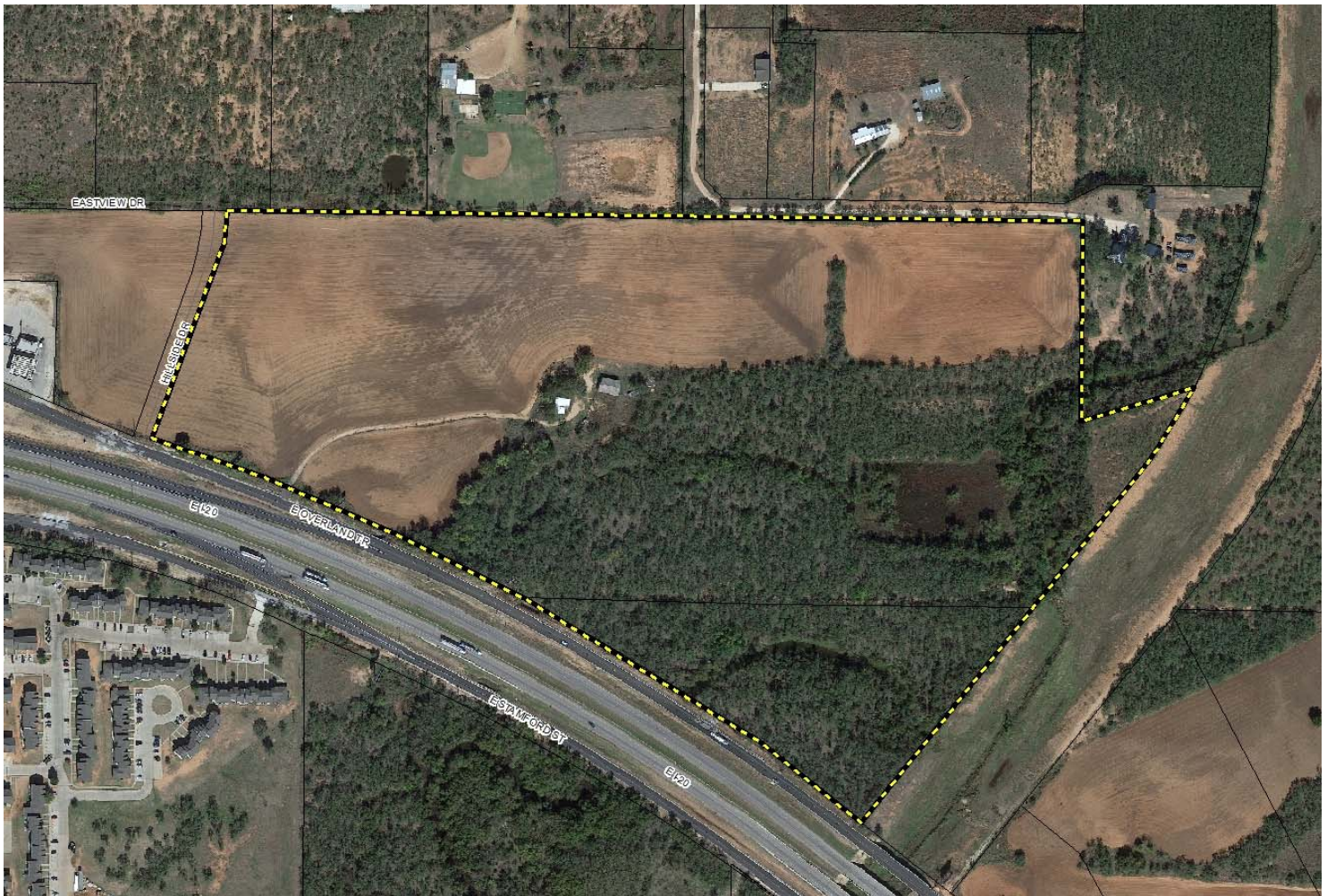
As of February 13, 2017



ZONING MAP



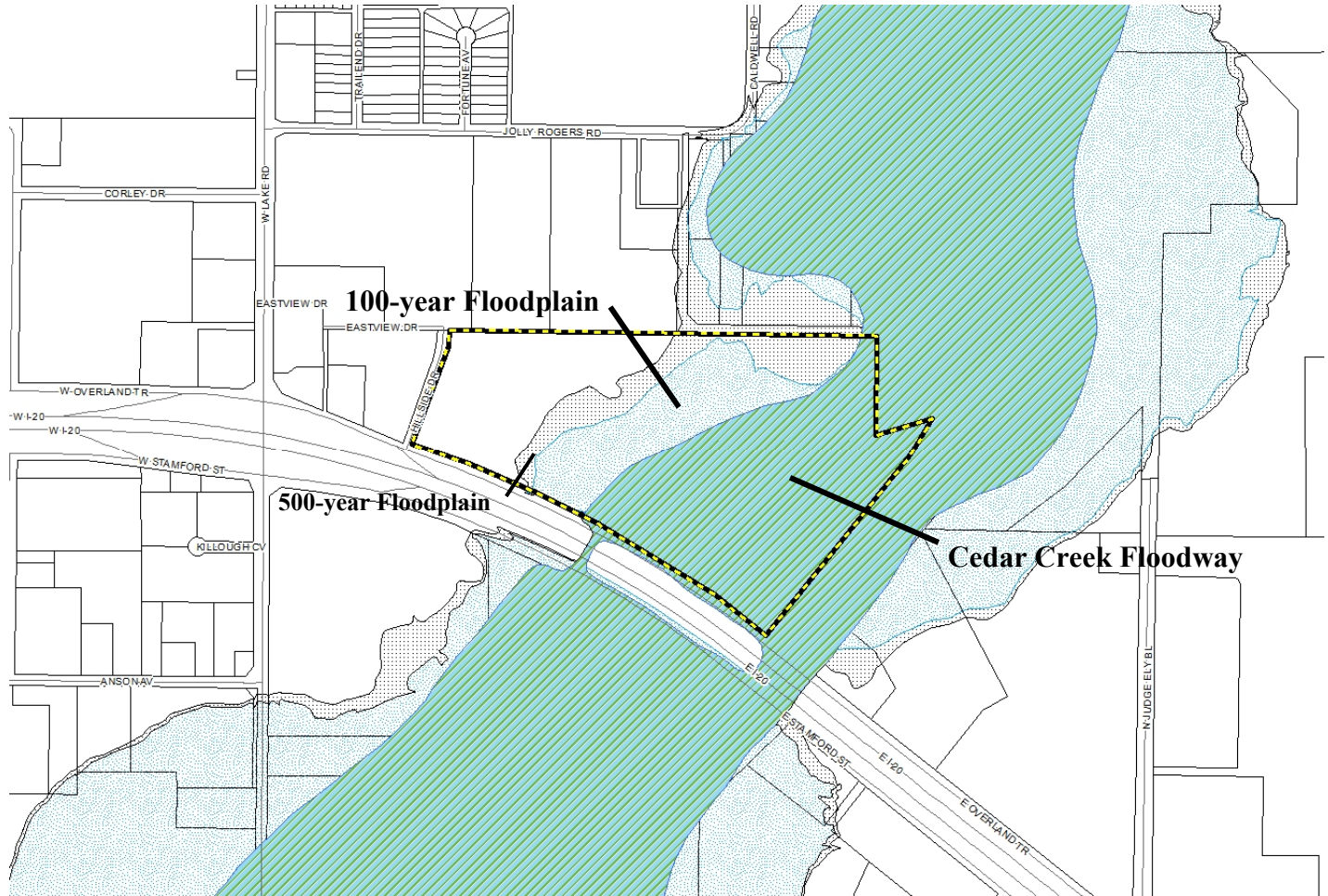
AERIAL IMAGERY OF SUBJECT PARCEL



AERIAL IMAGERY OF SURROUNDING AREA



FLOODPLAIN MAP



SUBJECT PARCEL



West side of property (outside 100-year floodplain)



View to east showing portion of property located in the Cedar Creek 100-year floodplain

SUBJECT PARCEL AND SURROUNDING AREA



Commercial development to the west



February 6, 2017

City of Abilene
P O Box 60
Abilene, Texas 79604
Attn: Mr. Zac Rainbow

Re: Z-2017-3

Dear Mr. Rainbow:

Please accept this letter as my client's appeal for denial at the February 6, 2017, Planning and Zoning Commission meeting. If you remember, there were only four (4) Planning and Zoning members present and the vote was three (3) in favor and one (1) abstention. Four (4) votes are required for approval by the Planning and Zoning Commission.

Please contact me if you should have any questions or need additional information.

Sincerely,


Enprotec / Hibbs & Todd, Inc.

David Todd, P.E.
Executive Vice President

DT/jd

c: Project File 6701

P:\Projects\Private Developers\2016 Projects\16-6701 Ramsey Leasing, Inc\020617 City Appeal Letter.docx

Environmental, Civil & Geotechnical Engineers

Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.691.0058 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax
www.e-ht.com

Granbury Office
2901 Glen Rose Hwy, Suite 107
Granbury, Texas 76048
817.579.6791 | 817.579.8491 fax
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration Nos. 10011900 & 10007300



RECEIVED
FEB 06 2017
PLANNING

COLLIER HOWARD TAYLOR
581 JOLLY ROGERS RD
ABILENE, TX 79601-2709

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2017-03

01/25/2017

The Planning and Zoning Commission will hold a public hearing on **Monday, February 6, 2017**, at **1:30 PM**, in City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, for the purpose of considering a request from Ramsey Leasing Inc., agent Enprotect / Hibbs & Todd, to rezone 60.29 acres from AO (Agricultural Open Space) to GC (General Commercial), located at 302 E. Overland Trail.

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 or fax 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 **March 9, 2017**, at 8:30 a.m. in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Duane Hall, Planner II, at (325) 676-6230 or duane.hall@abilenetx.com.

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2017-03

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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: COLLIER HOWARD TAYLOR

Address: 581 JOLLY ROGERS RD

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Fax #: (325) 676-6288
email: planning@abilenetx.com

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature

Howard Taylor Collier
581 Jolly Rogers Rd.
Abilene, Tx. 79601

Z-2017-03

Applicant: Ramsey Leasing Inc.

Agent: David Todd, Enprotect / Hibbs & Todd

Request: Rezone from AO to GC

Location: 302 E. Overland Trail

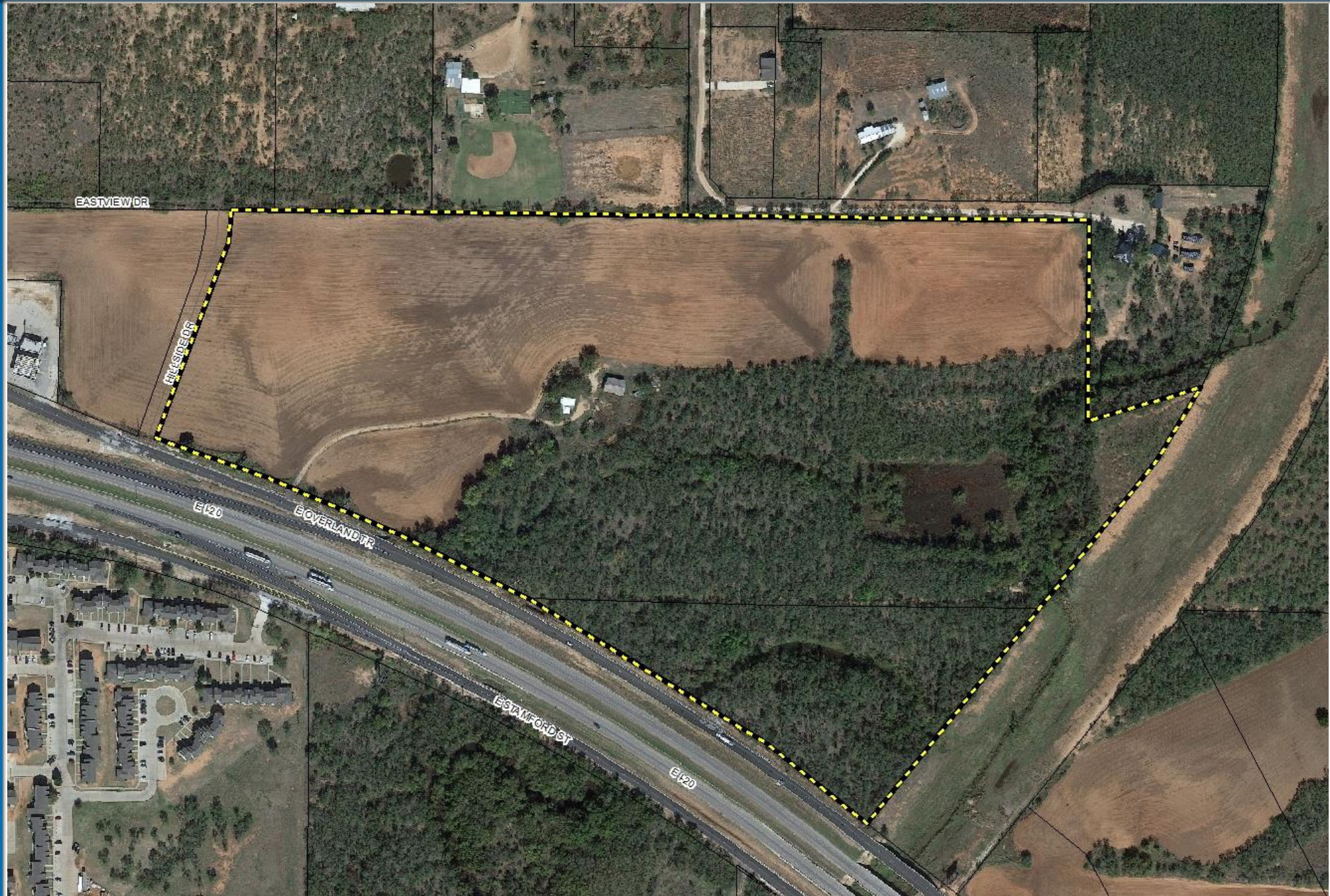
Notification: 0 in favor, 1 opposed

Staff Recommendation: Approval of AO to GC as requested

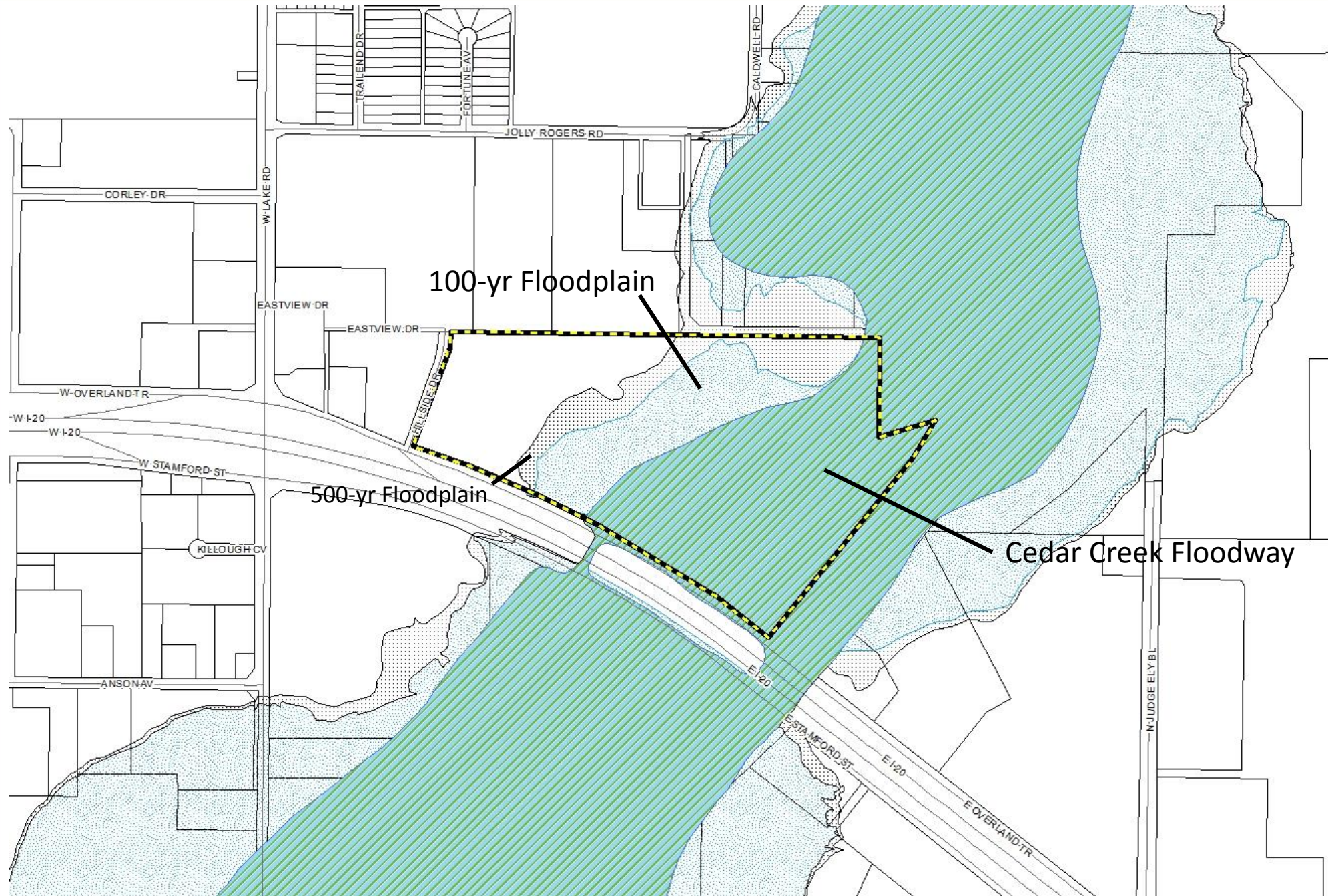








Z-2017-03 FLOOD MAP



View to Northwest Along E. Overland Trail











Permitted Uses in AO Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)

CULTURAL AND RECREATIONAL USES:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

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 |

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- 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

Current Planning Analysis

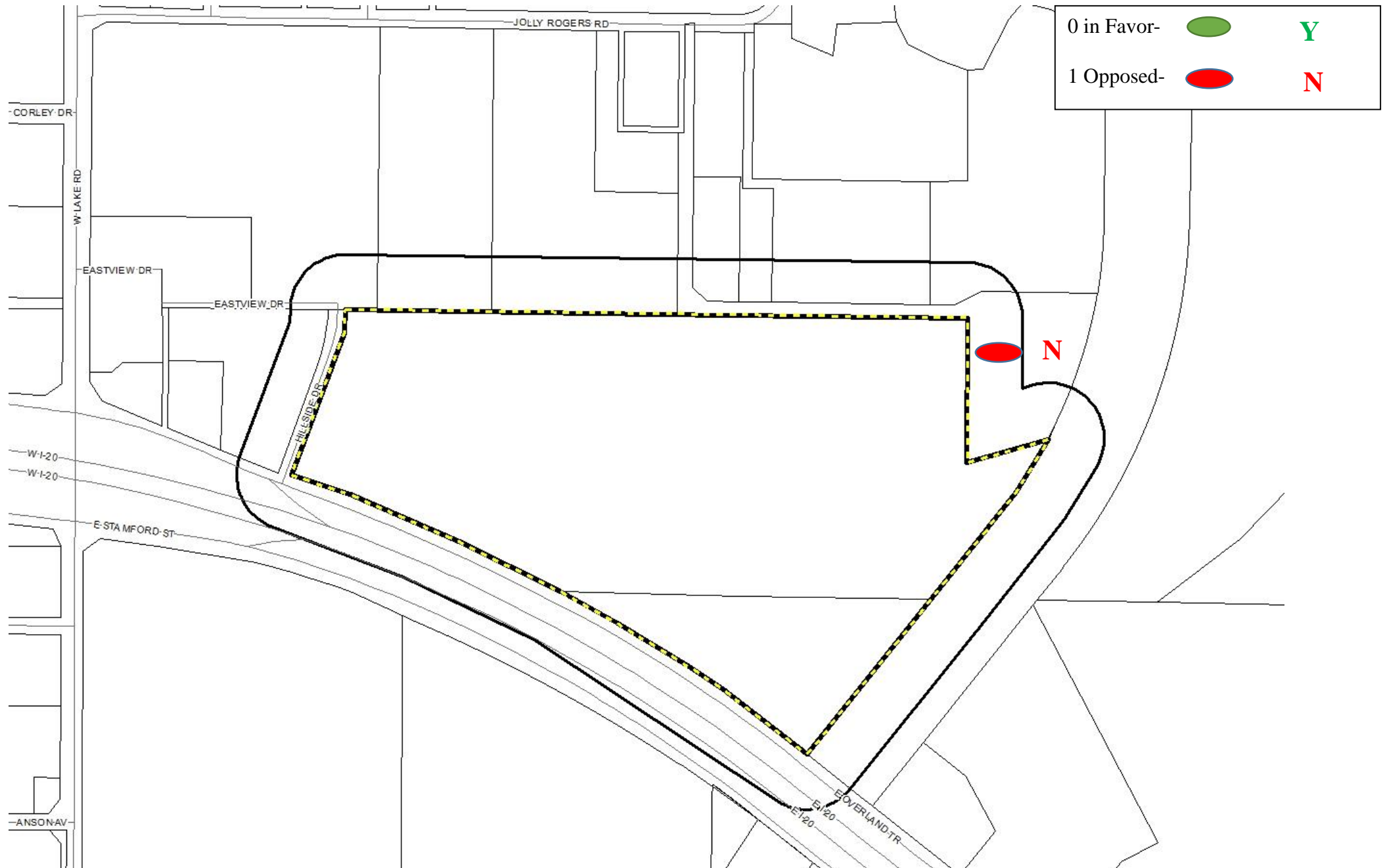
- Approx. 40% of site located outside 100-year floodplain
- Extensive frontage on E. Overland Trail
- Commercial uses to northwest
- Potential conflicts with residential areas to north and northeast
 - Residential uses on large parcels
 - Nearest residential uses at least 200 feet from property line or near northeast corner of property where commercial development should not likely occur
 - Commercial development will not have substantial adverse effects on these properties



Comprehensive Planning Analysis

- Property and surrounding area designated Residential with commercial node to northeast
- Commercial nodes at SH 351 / Overland Trail and W. Lake Rd / Overland Trail
- Commercial corridor emerging along E. Overland Trail between SH 351 and W. Lake Rd
- Planning Commission recommended and City Council approved GC zoning on land in 100-year floodplain for commercial property to southeast across Cedar Creek (Cinemark theater development)





Planning & Zoning Commission

- No recommendation
- Unable to approve a motion
- Only four members present, one member abstained from voting



Staff Recommendation

- Future development compatible with and will not substantially affect surrounding properties
- Commercial zoning on subject parcel appropriate as part of commercial corridor along E. Overland Trail
- Staff recommends the Council approve the rezoning to GC as requested





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director of Planning and Development Services, and Stanley Smith, City Attorney

SUBJECT: **Ordinance: (First Reading) Amending Chapter 19 "Nuisances and Illegal Dumping," Article III, "Nuisance Enforcement," Section 19-34 "Administrative Procedure for Junked Vehicles" and Section 19-35 "Penalties, Costs and Fees for Section 19-1: Junked Vehicle"; and setting a public hearing for March 9th 2017. (Dana Schoening)**

GENERAL INFORMATION

State law provides a procedure that a city may adopt for the abatement of junked vehicles. Such procedures have previously been adopted in Section 19-34 of the Abilene Municipal Code. State law requires any adopted procedures to comply with Chapter 683 of the Texas Transportation Code and Chapter 54 of the Local Government Code. In order to ensure compliance with procedures established by state law, Code Enforcement and the Legal department have reviewed the notice and hearing provisions for the abatement of junked vehicles established in the City's Ordinances. In conjunction with such review, the following changes are proposed to Section 19-34 of the Municipal Code.

19-34(1) – The Texas Transportation Code requires that if an individual who receives notice of a junked vehicle violation requests a hearing, such hearing must be held *not earlier than the 11th day after the date of the service of notice*. § 683.076(b). The current City Ordinance requires that a hearing be held within ten (10) days of the date of citation, which conflicts with state law.

19-34(2) First Paragraph – In order to comply with the above State Law provision, the proposed change to the ordinance is for the hearing to be held within 21 calendar days after a request for hearing but not earlier than the 11th day after citation or notice to the alleged violator. *See* Tex. Loc. Gov't Code 54.044(b)(1); Tex. Trans. Code § 683.076.

19-34(2) Third Paragraph – This proposed change inserts a required State law provision that a junked vehicle may not be made operable again after code enforcement officers have removed the vehicle and provided notice to the state. *See* Tex. Trans. Code § 683.074.

19-34(2) Fourth Paragraph – This section inserts an optional provision allowed by State law that helps code enforcement officers with enforcement of junked vehicle regulations. Code enforcement officers sometimes encounter the problem where a junked vehicle owner, once he or she receives notice of violation, will move the junked vehicle to another location within the City. This proposed provision provides that a junked vehicle remains a public nuisance whether or not it is subsequently moved to another location in order to avoid enforcement. This section provides that the procedural timetables for enforcement are not reset if a vehicle is

moved to a new location. *See* Tex. Trans. Code § 683.074(g)

The above amendments are requested in order to update the current ordinance to comply with State law. These changes will streamline the junked vehicle enforcement procedures and ensure both citizens and code enforcement officers with procedural safeguards in enforcement of junked vehicle standards.

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

There is no anticipated funding or fiscal impact.

STAFF RECOMMENDATION

Staff recommends approval of the amendments to the ordinance.

BOARD OR COMMISSION RECOMMENDATION

Not applicable.

ATTACHMENTS:

| Description | Type |
|--|------------|
| <input type="checkbox"/> Ordinance | Cover Memo |
| <input type="checkbox"/> Ordinance Exhibit | Exhibit |

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 19, “NUISANCES AND ILLEGAL DUMPING,” ARTICLE III, “NUISANCE ENFORCEMENT,” SECTION 19-34, “ADMINISTRATIVE PROCEDURE FOR JUNKED VEHICLES,” AND SECTION 19-35, “PENALTIES, COSTS AND FEES FOR SECTION 19-1: JUNKED VEHICLE”, OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the Texas Transportation Code, Chapter 683, provides for a procedure that a municipality may adopt for the abatement of junked vehicles; and

WHEREAS, the City has previously adopted an alternative procedure, in Section 19-34 of its ordinances, in compliance with Chapter 54 of the Texas Local Government Code, for the abatement of junked vehicles, as defined in by State Law; and

WHEREAS, in order to comply with requirements of State Law for the procedure for the abatement of junked vehicles, certain amendments to Section 19-34 are required; and

WHEREAS, the heading of section 19-35 references an incorrect previous section, which needs to be corrected, but otherwise the substance of section 19-35 will remain unchanged.

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

PART 1: That Chapter 19, “Nuisances and Illegal Dumping”, Sections 19-34 and 19-35 of the 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 any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective 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 23rd day of February, A.D., 2017.

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 ____ day of _____, 2017, 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 9th day of March, 2017, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 9th day of March, A.D., 2017.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

Sec. 19-34. Administrative procedure for junked vehicles.

Pursuant to Chapter 683 of the Texas Transportation Code, the following alternative procedure for administrative hearings will be used.

(1) Notice. A person charged with violating [section 19-2](#) of this ordinance shall be entitled to [request](#) a hearing within ten (10) days of the date of citation [or notice to the person charged](#). A citation issued as part of a procedure adopted under this section must: (a) notify the person charged with violating the ordinance that the person has the right to a hearing and (b) provide information as to the time and place of the hearing.

(2) Hearing. [If timely requested in accordance with subsection \(1\), a hearing shall be held within 21 calendar days after such request, but not earlier than the 11th day after the date of citation or notice to the person charged.](#) The hearing will be conducted by a hearing officer appointed by the municipal court clerk with authority to administer oaths and issue orders compelling the attendance of witnesses and the production of documents. The original or a copy of the citation shall be kept as a record in the ordinary course of business of the municipality and is rebuttable proof of the facts it states. The person who issued the citation is not required to attend a hearing under this section.

The judge of the municipal court may enforce an order of a hearing officer compelling the attendance of a witness or the production of a document. A person charged with violating [section 19-2](#) of this chapter who fails to appear at a hearing authorized under this section is considered to admit liability for the violation charged.

The hearing officer shall issue an order stating: (1) whether the person charged with violating [section 19-2](#) of this chapter is liable for the violation and (2) the amount of a penalty, cost, or fee assessed against the person. A determination by the hearing officer that [section 19-2](#) of this chapter has been violated may result in the removal of the vehicle by the City of Abilene and the assessment of all related penalties, costs, and fees including towing charges. An order issued under this section will be filed with the municipal court clerk, and the order shall be kept in a separate index and file from other municipal court citations. [After removal, a vehicle is prohibited from being reconstructed or made operable. Notice identifying the vehicle or part of the vehicle shall be given to the department not later than the fifth day after the date of removal.](#)

[Relocation of a junked vehicle that is a public nuisance to another location within the City after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.](#)

(3) Appeal. A person who is found by a hearing officer to have violated [section 19-2](#) of this chapter may appeal the determination by filing a petition in municipal court before the 31st day after the date the hearing officer's determination is filed. An appeal does not stay enforcement and collection of the judgment unless the person, before filing the appeal, posts a bond in the amount set forth in the hearing officer's order with the municipal court.

Sec. 19-35. Penalties, costs and fees for section 19-2: junked vehicles.

(a) Any person, firm, or corporation who violates any provision of this Code related to junked vehicles shall be assessed a civil penalty in an amount not exceeding five hundred dollars (\$500.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal.

(b) Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or judge of the municipal court, the minimum penalties for junked vehicle violations shall be as follows:

(1) 1st offense of failure to abate each junked vehicle in authorized time limit . . . \$50.00

(2) 2nd offense of failure to abate each junked vehicle within a six (6) month period . . . 75.00

(3) 3rd and all subsequent offenses of failure to abate each junked vehicle within a six (6) month period . . . 100.00

(c) In addition to the minimum penalty, charges for towing of the vehicle shall be added.

(d) All penalties, costs, and fees shall be deposited in the proper account of the general fund of the city, unless otherwise directed by resolution of the city council.



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Michael G. Rice, P.E., Director of Public Works

**SUBJECT: Resolution: Award of Bid #CB-1727 - S. 32nd & Buffalo Gap Rd. Reconstruction
Project (*Michael Rice*)**

GENERAL INFORMATION

This Project was advertised as a Public Notice on January 29th & February 5th of 2017 with a bid opening dated February 14th 2017. This contract involves the reconstruction of the S. 32nd & Buffalo Gap Rd. intersection in concrete. The contract will also include asphalt tie ins to the original pavement.

SPECIAL CONSIDERATIONS

The project has a contract completion time of 40 working days (approx. 2 months, weather permitting).

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends bid award to Bontke Brothers Construction Co., Inc., of Abilene Texas in the amount of \$80,295.40.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

| Description | Type |
|------------------------|-------------------|
| ❑ Resolution Letter | Resolution Letter |
| ❑ Project Location Map | Exhibit |
| ❑ Bid Tab | Backup Material |
| ❑ Contract | Backup Material |
| ❑ Presentation Slides | Presentation |

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING BID TO BONTKE BROTHERS CONSTRUCTION CO., INC., ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the reconstruction of the S. 32nd St. & Buffalo Gap Rd. Intersection; and

WHEREAS, the project involves the removal of the existing asphalt section and replacement with concrete pavement. The contract will also include HMA tie-ins: and

WHEREAS, the following bids were received and opened on the February 14, 2017:

Bontke Brothers Construction Co., Inc., Abilene, Texas \$80,295.40

Contract Paving Co., Tye, Texas \$149,807.30

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the low bid in the amount of \$80,295.40 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, Bontke Brothers Construction Co., Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$80,295.40.

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

ADOPTED this 23rd day of February, 2017.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney

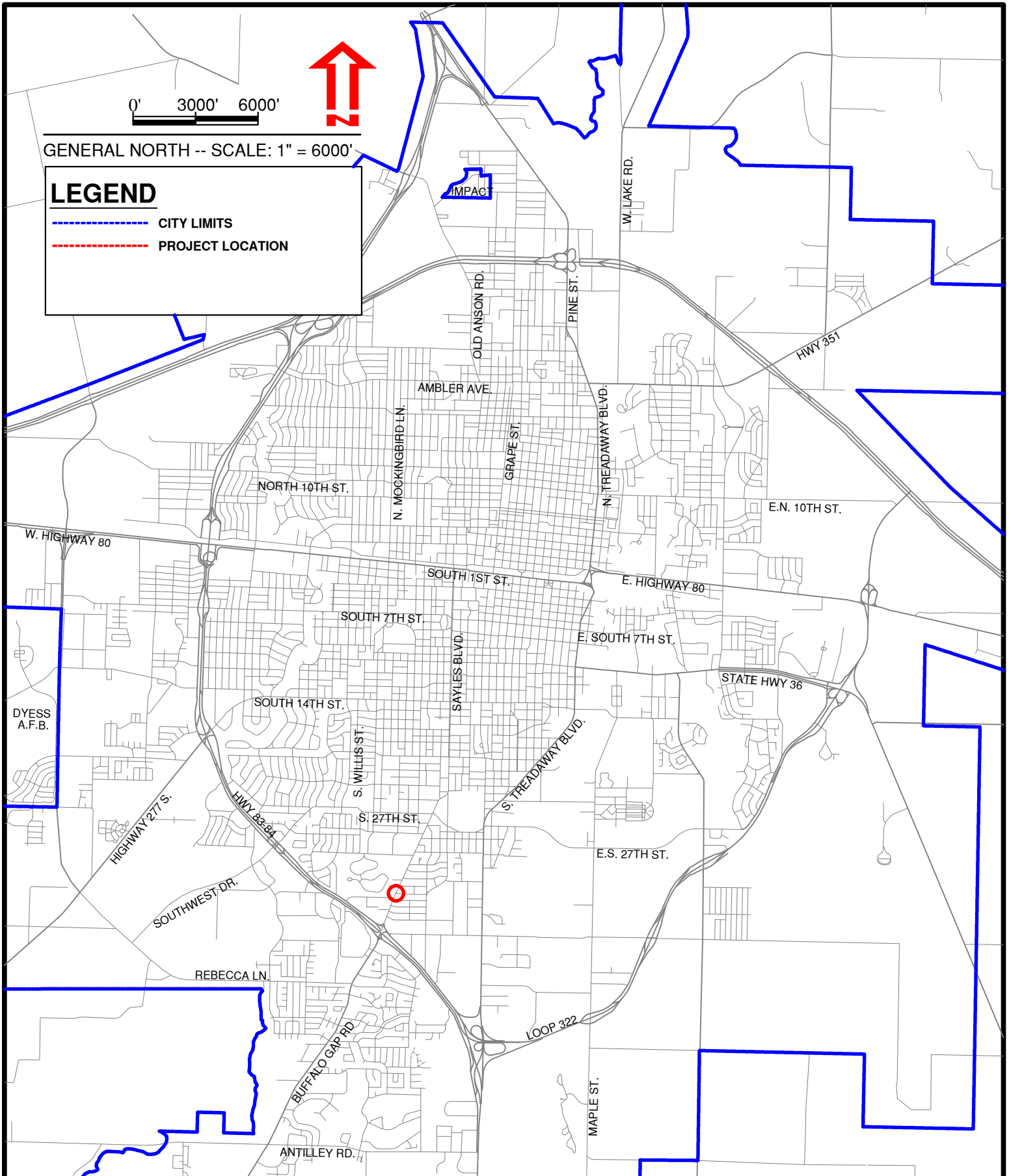
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

S. 32ND & BUFFALO GAP RD. RECONSTRUCTION PROJECT

| | | |
|---------------------------|----------------------------|--|
| Designed By: MICHAEL RICE | Horizontal Scale: 1"=6000' | Computer File Name: S. 32ND & BUFFALO GAP RECON. PROJECT |
| Drawn By: MICHAEL MILLER | Vertical Scale: N.T.S. | |
| Checked By: MICHAEL RICE | Folder: MISC. PROJECTS | Date: FEB. 2017 |

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

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-1727
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: February 14, 2017

BONTKE BROTHERS
CONSTRUCTION COMPANY,
INC.
ABILENE, TX

CONTRACT PAVING
COMPANY
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. | S. 32 ND AND BUFFALO GAP RD. RECONSTRUCTION PROJECT | | | | *80,295.40 | | 149,807.30 | | | | | | | | |
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| BASE BID | | | | | *80,295.40 | | 149,807.30 | | | | | | | | |
| DISCOUNT | | | | | | | | | | | | | | | |
| TOTAL BID | | | | | *80,295.40 | | 149,807.30 | | | | | | | | |

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made February 23, 2017, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Company, 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 described as **S. 32ND ST. AND BUFFALO GAP RD. RECONSTRUCTION PROJECT**

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

S. 32ND ST. AND BUFFALO GAP RD. RECONSTRUCTION PROJECT

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 Plans attached to these Contract Documents. City of Abilene specifications control over Texas Department of Transportation specifications in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of \$80,295.40 (Eighty thousand two hundred ninety-five dollars and forty 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 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. **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.

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

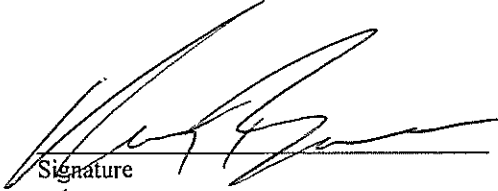
IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

Business Address:

Bontke Brothers Construction 102 College Dr
Abilene, TX 79601


Signature

Kenneth Bontke

Name - Typed or Printed

President

Title - Typed or Printed

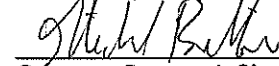
325-677-6276

Business Phone No.

75-1331325

Federal Tax I.D.#

| ATTEST: (If Corporation)



Corporate Secretary's Signature

Corporate Seal

(if none, write "None") |

CITY OF ABILENE

|

ATTEST:

Authorized Signature

City Secretary

APPROVED:

Seal: |

City Attorney

Risk Manager

Agenda Item:

S. 32nd St. & Buffalo Gap Rd. Reconstruction Project

**Resolution: Bid Award #CB-1727 S. 32nd St. & Buffalo Gap Rd.
Reconstruction Project. (*Rice*)**



Agenda Item:

S. 32nd St. & Buffalo Gap Rd. Reconstruction Project

- Construction Contract for the Reconstruction of the S. 32nd St. & Buffalo Gap Rd. Intersection.
- Project Advertised January 29th & February 5th, Bids Opened February 14th.
- Two bids were received.
- Staff recommends award of contract to Bontke Brothers Construction Co., Inc., in the amount of \$80,295.40.



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Michael G. Rice, P.E., Director of Public Works

SUBJECT: Resolution: Award of Bid #CB-1728 - South 12th St. Overlay Project (*Michael Rice*)

GENERAL INFORMATION

This Project was advertised as a Public Notice on January 29th & February 5th of 2017 with a bid opening dated February 14th 2017. This contract involves the overlay of South 12th St. from Sunset Dr. to Barrow St. This contract will also include reworking the existing base material along the entire roadway.

South 12th St. is not located on the approved Bicycle Plan for the City of Abilene.

SPECIAL CONSIDERATIONS

This project is needed due to recent utility work, plus the deteriorated condition of the existing street. This project will combine both Utility funds and Streets maintenance funds to address the unacceptable condition of this section of roadway. The 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 Water Department funds and Street Maintenance Services funds.

STAFF RECOMMENDATION

Staff recommends bid award to J.H. Strain & Sons, Inc., of Tye Texas in the amount of \$57,189.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

| Description | Type |
|------------------------|-------------------|
| ❑ Resolution Letter | Resolution Letter |
| ❑ Bid Tab | Backup Material |
| ❑ Contract | Backup Material |
| ❑ Project Location Map | Exhibit |

RESOLUTION NO. _____

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

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the overlay of South 12th St. from Sunset Dr. to Barrow St.; and

WHEREAS, the project involves the mill and overlay of South 12th St. from Sunset Dr. to Barrow St. The contract will also include reworking the existing base material: and

WHEREAS, the following bids were received and opened on the February 14, 2017:

| | |
|---|--------------|
| J.H. Strain & Sons, Inc., Tye, Texas | \$57,189.00 |
| Bontke Brothers Co., Inc., Abilene, Texas | \$59,392.00 |
| Contract Paving, Tye, Texas | \$79,227.00 |
| Nobles Road Construction Inc., Abilene, Texas | \$114,496.00 |

WHEREAS, J.H. Strain & Sons, Inc., Tye, Texas submitted the low bid in the amount of \$57,189.00 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, J.H. Strain & Sons, Inc., Tye, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$57,189.00.

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

ADOPTED this 23rd day of February, 2017.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-1728
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: February 14, 2017

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

BONTKE BROTHERS
CONSTRUCTION COMPANY,
INC.
ABILENE, TX

CONTRACT PAVING CO.
TYE, TX

NOBLES ROAD
CONSTRUCTION INC.
ABILENE, TX

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
|-----------|--|-----|------|---------------|------------|---------------|-----------|---------------|-----------|---------------|------------|---------------|-----------|---------------|-----------|
| 1. | SOUTH 12 TH ST. OVERLAY PROJECT | | | | *57,189.00 | | 59,392.00 | | 79,227.00 | | 114,496.00 | | | | |
| | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | |
| BASE BID | | | | | *57,189.00 | | 59,392.00 | | 79,227.00 | | 114,496.00 | | | | |
| DISCOUNT | | | | | | | | | | | | | | | |
| TOTAL BID | | | | | *57,189.00 | | 59,392.00 | | 79,227.00 | | 114,496.00 | | | | |

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made February 23, 2017, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc. of the City of Tye State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as **SOUTH 12TH ST. OVERLAY PROJECT**

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

SOUTH 12TH ST. OVERLAY PROJECT

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 Plans attached to these Contract Documents. City of Abilene specifications control over Texas Department of Transportation specifications in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of \$57,189.00 (Fifty-seven thousand one hundred eighty-nine 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 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. **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.

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

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

CONTRACTOR

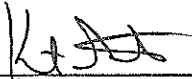
Name of Contractor:

J.H. STRAIN & SONS, INC.

Business Address:

PO BOX 277

TYE, TX 79563


Signature

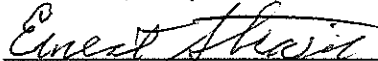
KENT STRAIN
Name - Typed or Printed

VICE PRESIDENT
Title - Typed or Printed

325 692-0067
Business Phone No.

75-1038129
Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None") |

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

Risk Manager

ATTEST:

City Secretary

Seal: |

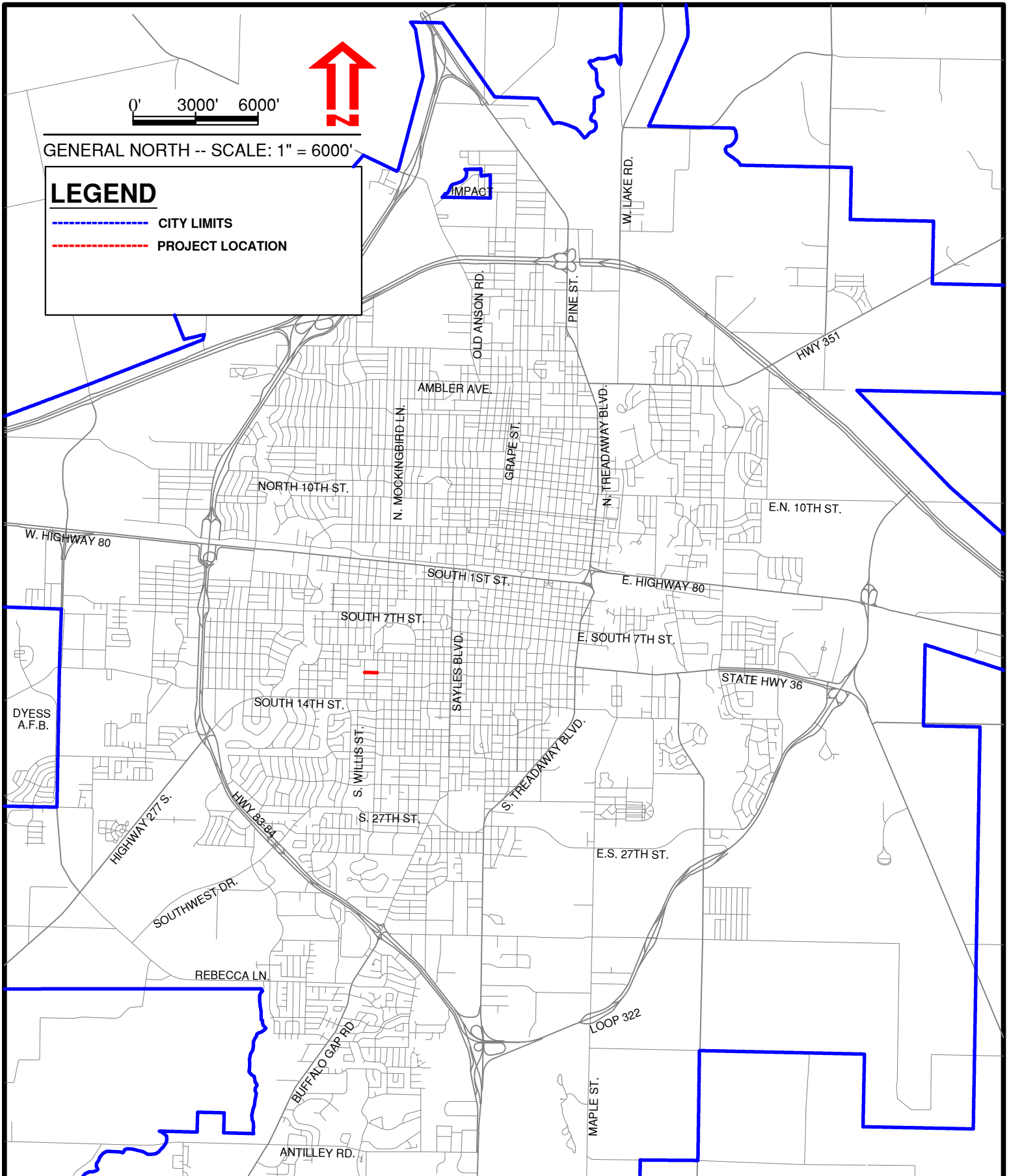
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
OF
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

SOUTH 12TH STREET OVERLAY PROJECT

| | | |
|----------------------|----------------------------|--|
| Designed By: M. RICE | Horizontal Scale: 1"=6000' | Computer File Name: S. 12TH ST. REHABILITATION |
| Drawn By: M. MILLER | Vertical Scale: N.T.S. | |
| Checked By: M. RICE | Folder: MISC. PROJECTS | Date: FEB. 2017 |

Agenda Item: South 12th St. Overlay Project

**Resolution: Bid Award #CB-1728 South 12th St. Overlay Project.
(Rice)**



Agenda Item:

South 12th St. Overlay Project

- Construction Contract for the Overlay of South 12th St. from Sunset Dr. to Barrow St.
- Project Advertised January 29th & February 5th, Bids Opened February 14th.
- Four bids were received.
- Staff recommends award of contract to J.H. Strain & Sons, Inc., in the amount of \$57,189.00.



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Michael Rice, P.E. Director of Public Works

SUBJECT: Ordinance & Public Hearing: (Final Reading) To amend Chapter 18 Parking prohibited–At all times. (*Michael Rice*)

GENERAL INFORMATION

The Abilene Independent School District has made many changes to their campuses over the years, resulting in an AISD proposed change to the prohibition of on street parking on Ave. F. AISD is requesting, and Traffic Engineering supports, the removal of the No Parking Zone on the east side of Ave. F close to EN 14th.

AISD is trying to limit exposure to the interior of its campuses to third parties after the end of the school day. Taylor Elementary is considering the addition of a gate on Avenue F behind the school (west side) which would be used for after hour access by third parties to the campus gym.

SPECIAL CONSIDERATIONS

This comes as a request from the AISD to allow parking in a currently zoned No Parking Zone. Notices were sent to property owners within a 200' radius of the affected area, and no reply's have been received to date in support or opposition to the proposed removal of the No Parking Zone.

FUNDING/FISCAL IMPACT

The funding impact will be minimal. Sign Maintenance operating funds will be used to remove the signs, and paint the curb. The removed signs will placed into the Traffic Inventory for use at alternate locations.

STAFF RECOMMENDATION

Traffic Services recommends approval of this item.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

| Description | Type |
|-------------|------------|
| □ Ordinance | Cover Memo |

- ▣ Clean Exhibit A
- ▣ Request from School
- ▣ Power Point Presentation

Exhibit
Exhibit
Presentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-293, “SCHEDULES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the Abilene Independent School District has requested the City of Abilene remove the parking restriction in an area located on Avenue F that is west of the Taylor Elementary School gymnasium so that parking may be convenient for an added pedestrian gate allowing access to the gymnasium.

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

PART 1: That Chapter 18, “Motor Vehicles and Traffic”, of the 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 any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable 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. Said Ordinance,

being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, a provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 9th day of February, A.D., 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on 12th day of February, 2017, 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 23th day of February, 2017, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 23rd day of February, A.D., 2017.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

Chapter 18 Motor Vehicles and Traffic, Article XIII Schedules,

Section 18-293 Parking Prohibited—At all times.

| | | |
|----------|------|--|
| Avenue F | West | From EN 13th St. north a distance of 100 feet |
| | West | From EN 14th St. south a distance of 50 feet |
| | East | From 100 feet south of EN 14th St. north a distance of 150 feet |
| | West | From EN 16th St. south a distance of 100 feet |

Exhibit A

Chapter 18 Motor Vehicles and Traffic, Article XIII Schedules,

Section 18-293 Parking Prohibited—At all times.

| | | |
|----------|------|---|
| Avenue F | West | From EN 13th St. north a distance of 100 feet |
| | West | From EN 14th St. south a distance of 50 feet |
| | West | From EN 16th St. south a distance of 100 feet |

January 9, 2017

James Rogge
555 Walnut
Abilene, TX 79601

Mr. Rogge:

Per our previous discussions we, the Abilene Independent School District (AISD), would like the City of Abilene to remove the "No Parking" restriction in an area located on Ave F, behind and just west of Taylor Elementary's gymnasium. The curb is question if currently painted yellow with black lettering.

This request is being made in conjunction with a pedestrian gate that has been added to the perimeter fence on the northwest side of Taylor Elementary. The gate was added to allow direct pedestrian access to the gymnasium from Avenue F.

Currently individuals using the gym at Taylor Elementary after hours, such as individuals associated with the Abilene Youth Basketball Association, access the gym by entering through other parts of the campus. This means we have individuals on our campus that are not being monitored or escorted on their way to the gym. We as a district, are trying hard to maintain the integrity of our campuses at all times to further our efforts in establishing a safe and secure learning environment.

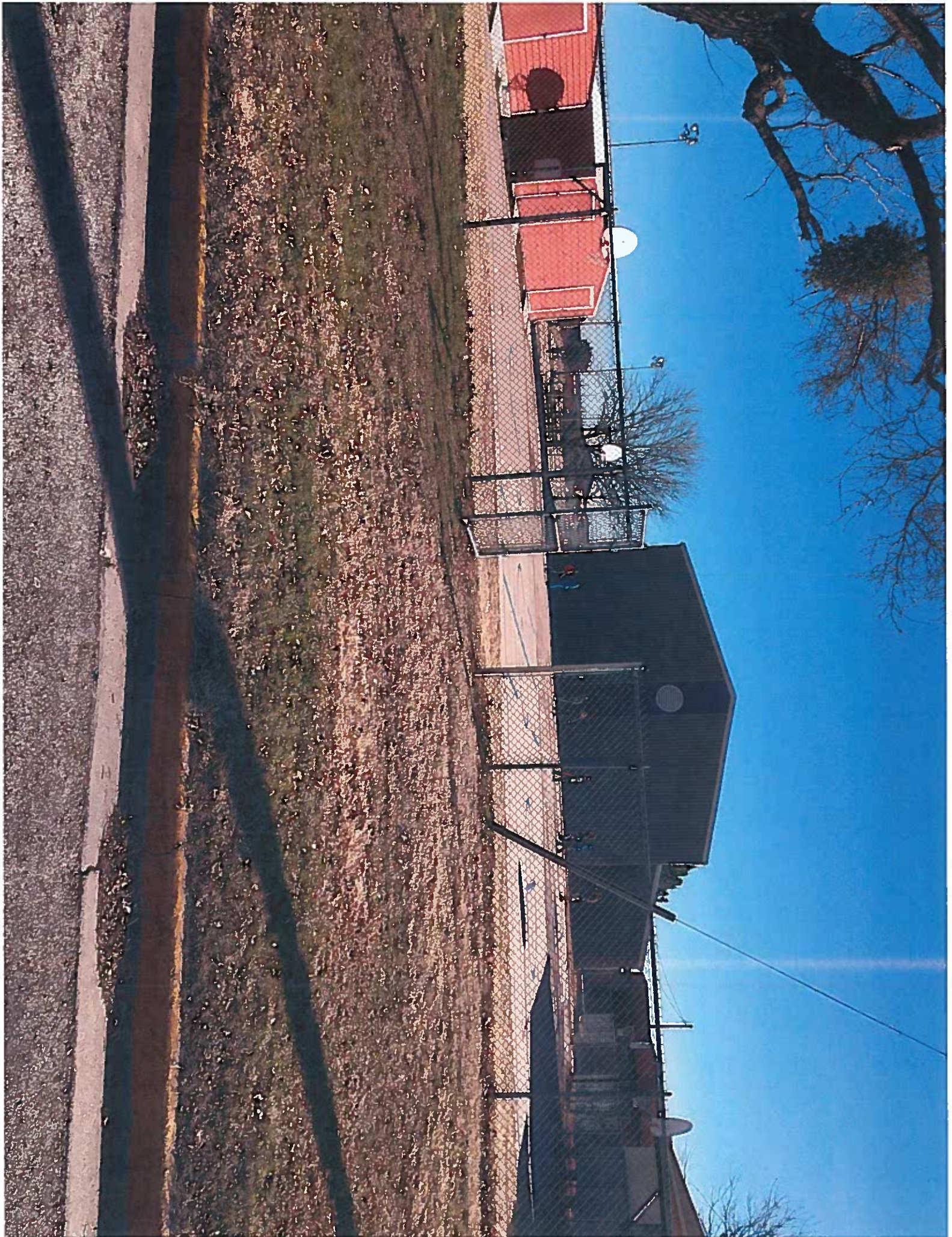
Controlling access to the gym by restricting after hour access to this new gate, which leads directly to the gym, should eliminate the amount of foot traffic to other parts of our on campus. I have attached a self-descriptive photograph of the aforementioned gate and street curb in question to illustrate the reason for this request.

Should you have any questions or concerns, or need further clarification as to our request, please feel free to contact me.

Sincerely,



Dan Cottner AISD-Safety & Security

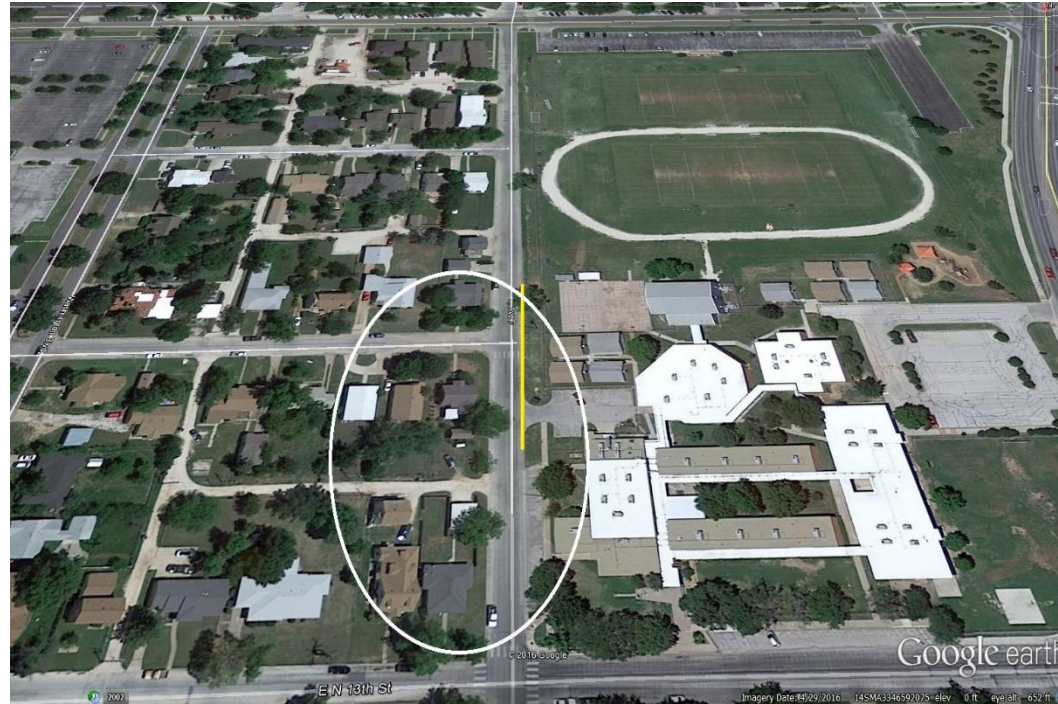


Ordinance

To remove the parking restriction on Ave F. from 100 feet south of EN 14th St. north a distance of 150 feet.



Parking Prohibition Location & Notification Area





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Michael G. Rice, P.E., Director of Public Works

SUBJECT: Resolution: Award of Bid #CB-1726 - Hardwick Rd. Rehabilitation Project (*Michael Rice*)

GENERAL INFORMATION

This Project was advertised as a Public Notice on January 22nd & 29th of 2017 with a bid opening dated February 7th 2017. This contract involves three different construction types along the length of the roadway, a mill and overlay, a rehabilitation, and a full depth reconstruction section with widening. The contract will also include curb and gutter from Beltway South (FM 707) to Waldrop Dr.

The Hardwick Rd. project is one of the street projects scheduled for this year as part of Proposition 1 of the voter approved 2015 Bond Program.

Hardwick Rd. is identified as a Bike Route on the approved Bicycle Plan for the City of Abilene.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funding for this project is allocated through General Obligation funds.

STAFF RECOMMENDATION

Staff recommends bid award to Contract Paving Co., of Tye Texas in the amount of \$903,477.27.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

| Description | Type |
|------------------------|-------------------|
| ❑ Resolution - Updated | Resolution Letter |
| ❑ Bid Tab | Backup Material |

- ▣ Contract
- ▣ Project Location Map
- ▣ Presentation Slides

Backup Material
Exhibit
Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED BID TO CONTRACT PAVING CO., TYE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the rehabilitation of Hardwick Rd. from Beltway South (FM 707) to Fairway Oaks Blvd. and Fairway Oaks Blvd. from Hardwick Rd. to Antilley Rd.; and

WHEREAS, the project involves three different types of construction, a mill and overlay, a rehabilitation, and a full depth reconstruction section. The contract will also include curb and gutter from Beltway South (FM 707) to Waldrop Dr.: and

WHEREAS, the following bids were received and opened on the February 7, 2017:

| | |
|--|----------------|
| Contract Paving Co., Tye, Texas | \$903,477.27 |
| Bontke Brothers Construction Co., Inc., Abilene, Texas | \$1,052,330.11 |
| Nobles Road Construction Inc., Abilene, Texas | \$1,083,755.23 |
| Epic Construction Co., Abilene, Texas | \$1,116,406.86 |

WHEREAS, Contract Paving Co., Tye, Texas submitted the low bid in the amount of \$903,477.27 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, Contract Paving Co., Tye, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$903,477.27.

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

ADOPTED this 23rd day of February, 2017.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-1726
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: February 7, 2017

CONTRACT PAVING
TYE, TX

BONTKE BROTHERS
CONSTRUCTION
ABILENE, TX

NOBLES ROAD
CONSTRUCTION, INC.
ABILENE, TX

EPIC CONSTRUCTION CO.
ABILENE, TX

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
|-----------|--------------------------------------|-----|------|------------|-------------|------------|--------------|------------|--------------|------------|--------------|------------|-----------|------------|-----------|
| 1. | HARDWICK ROAD REHABILITATION PROJECT | | | | *903,477.27 | | 1,052,330.11 | | 1,083,755.23 | | 1,116,406.86 | | | | |
| | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | |
| BASE BID | | | | | *903,477.27 | | 1,052,330.11 | | 1,083,755.23 | | 1,116,406.86 | | | | |
| DISCOUNT | | | | | | | | | | | | | | | |
| TOTAL BID | | | | | *903,477.27 | | 1,052,330.11 | | 1,083,755.23 | | 1,116,406.86 | | | | |

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made February 23, 2017 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Contract Paving Co. of the City of Tye, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as
HARDWICK RD. REHABILITATION PROJECT

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

HARDWICK RD. REHABILITATION PROJECT

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 Plans attached to these Contract Documents. City of Abilene specifications control over Texas Department of Transportation specifications in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of \$903,477.27 (Nine hundred three thousand four hundred seventy-seven dollars and twenty-seven 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 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. **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.

12. **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:

CONTRACT PAVING CO

Business Address:

158 OSBORN ST

TYE, TX 79563

Signature

TOM LINDLEY

Name - Typed or Printed

PRESIDENT

Title - Typed or Printed

325-692-9514

Business Phone No.

75-1073651

Federal Tax I.D.#

| ATTEST: (If Corporation)

BONNIE SCOTT

Corporate Secretary's Signature

Corporate Seal

(if none, write "None") |

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

Risk Manager

ATTEST:

City Secretary

Seal: |

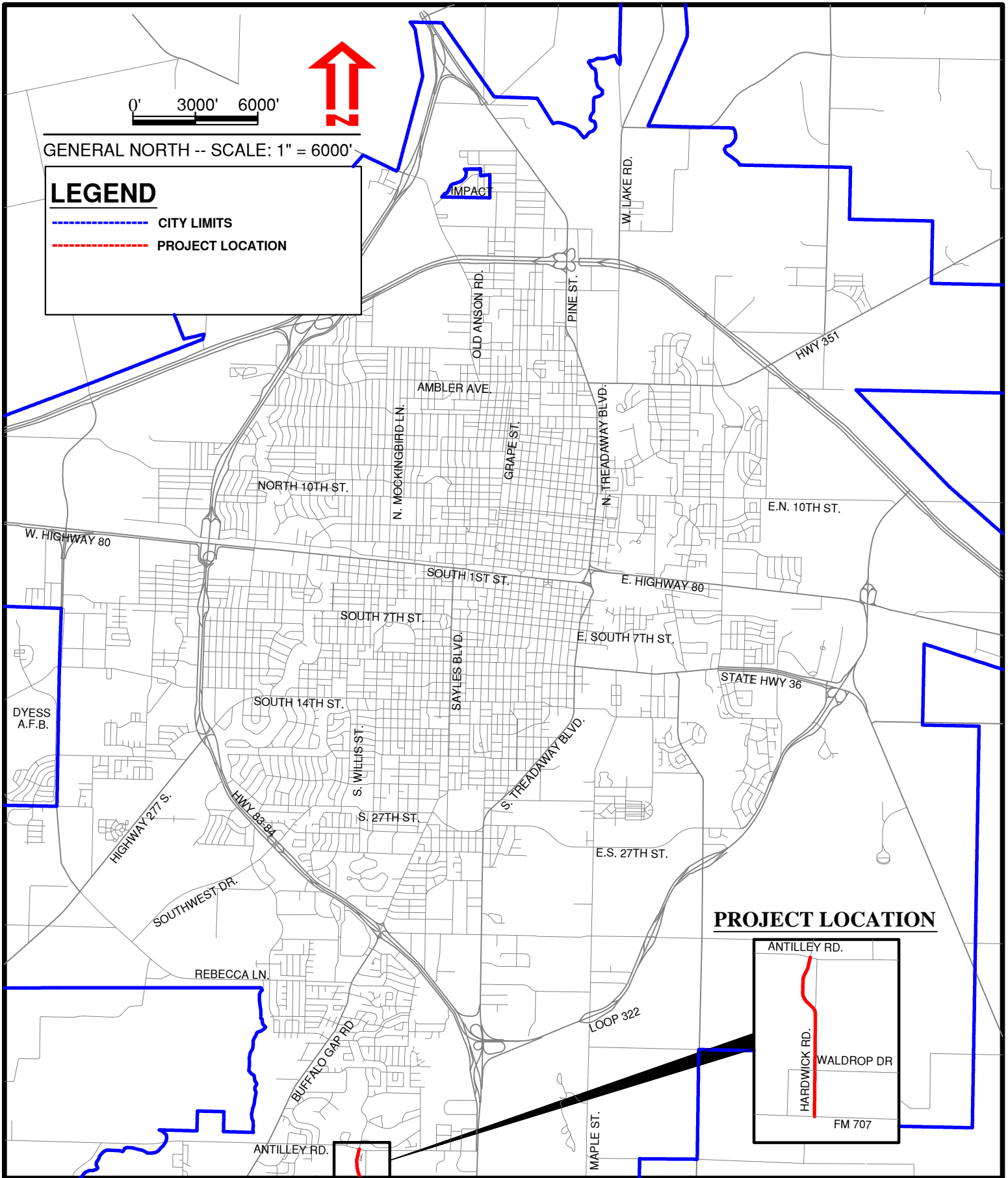
0' 3000' 6000'



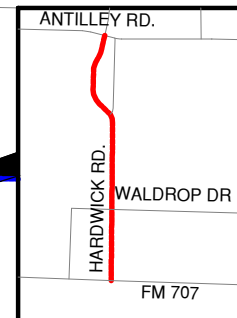
GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



PROJECT LOCATION



Sheet
1
OF
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

HARDWICK RD. REHABILITATION PROJECT

Designed By: M. RICE

Drawn By: M. MILLER

Checked By: M. RICE

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Folder: MISC.
PROJECTS

Computer File Name:
HARDWICK RD.
REHABILITATION

Date: FEB. 2017

Agenda Item: Hardwick Rd. Rehabilitation Project

**Resolution: Bid Award #CB-1726 Hardwick Rd. Rehabilitation
Project. (*Rice*)**



Agenda Item:

Hardwick Rd. Rehabilitation Project

- Construction Contract for the rehabilitation of Hardwick Rd. from Beltway South (FM 707) to Antilley Rd.
- Project Advertised January 22nd & January 29th, Bids Opened February 7th.
- Four bids were received.
- Staff recommends award of contract to Contract Paving Co., in the amount of \$903,477.27.



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director of Water Utilities

SUBJECT: Resolution: Authorizing contract with Raftelis Financial Consultants Inc. for the Water and Wastewater Utility System Cost of Service Rate Structure Update Study. (Rodney Taylor)

GENERAL INFORMATION

It is requested that the Abilene City Council approve the resolution authorizing a contract with Raftelis Financial Consultants, Inc. of Austin, TX for the Water and Wastewater Utility System Cost of Service and Rate Structure Update Study (Rate Study).

The Rate Study contract includes basic services described as Tasks 1-4 for cost of service and rate design, mechanisms for paying for growth, and financial planning and a rate design model having a value not to exceed \$71,560.00. The Rate Study contract also includes as optional services described as Task 5 for investigation of the current billing functions and a forensic audit. This additional work, only as specifically authorized by the Abilene City Council, has an additional contract value not to exceed \$63,173.00. The total value of the contract for both basic and optional services is \$134,733.00.

SPECIAL CONSIDERATIONS

The Rate Study is in response to customer concerns expressed in late summer 2016. The City Council directed staff to solicit for a qualified firm to perform a Rate Design Study. The City solicited for statements of qualifications for a firm to conduct the Rate Study in order to study the City of Abilene's existing water and wastewater cost of service, the billing rates necessary to produce sufficient revenues for the water and sewer utility fund, and the category and tiered structures for which rates are established. The City received three responses from qualified firms. Staff selected the firm of Raftelis Financial Consultants Inc. for which to perform the Rate Study. The Rate Study also includes an optional task for Investigation of the Current Billing Functions /Forensic Audit.

The work and cost of the optional services is beyond the traditional tasks for a rate study, and therefore it is at the discretion of the City Council to contemplate and justify the optional services while also considering staff recommended future improvements including automated meter reading/advance metering infrastructure and enhanced customer engagement software. It is staff's opinion that those future improvements will empower the customer and restore confidence in the water utility personnel, procedures and systems.

This item provides two options for authorizing a Rate Study. The City Council may authorize a contract either for only the basic services tasks 1 - 4 having a contract value not to exceed \$71,560, or for both

the basic and optional services tasks 1 - 5 having a contract value not to exceed \$134,733. The agenda packet includes a separate resolution for each of the two options.

FUNDING/FISCAL IMPACT

Funds for performing the Rate Study will come from the FY2017 Water and Sewer Annual Operating budget.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the Contract with Raftelis Financial Consultants, Inc. having a value not to exceed \$134,733.00 as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

| Description | Type |
|---|------------|
| ▣ Resolution-Contract with Raftelis-Rate Study-Tasks 1 thru 5 | Cover Memo |
| ▣ Resolution-Contract with Raftelis-Rate Study-Tasks 1 thru 4 | Cover Memo |
| ▣ Contract-Signed by Raftelis-Rate Study-Unexecuted-2-23-2017 | Cover Memo |
| ▣ Presentation-Water Rate Study | Cover Memo |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR THE WATER AND WASTEWATER UTILITY SYSTEM COST OF SERVICE AND RATE STRUCTURE UPDATE STUDY.

WHEREAS, during the late summer of 2016 several City of Abilene (City) water utility customers expressed their concerns with the cost of water and with how water customers are billed based on consumption classifications and tiers; and

WHEREAS, in response to customer concerns the Abilene City Council directed City staff to solicit for a qualified firm to perform a Rate Design Study; and

WHEREAS, the City solicited for statements of qualifications for a firm to conduct the Water and Wastewater Utility System Cost of Service and Rate Structure Update Study (Rate Study) in order to study the City of Abilene's existing water and wastewater cost of service, the billing rates necessary to produce sufficient revenues for the water and sewer utility fund, and the category and tiered structures for which rates are established; and

WHEREAS, the City received three responses from qualified firms capable of performing a rate study and after carefully reviewing and scoring each submittal staff selected the team of Raftelis Financial Consultants Inc/enprotec/Hibbs & Todd, Inc. for which to attempt to negotiate a contract; and

WHEREAS, the Rate Study contract includes basic services described as Tasks 1-4 for cost of service and rate design, mechanisms for paying for growth, and financial planning and a rate design model having a value not to exceed \$71,560.00; and

WHEREAS, the Rate Study contract includes as optional services described as Task 5 for investigation of the current billing functions and a forensic audit, for this additional work only as specifically authorized by the Abilene City Council at an additional value not to exceed \$63,173.00; and

WHEREAS, City staff recognizes that the work and cost of the optional services is beyond the traditional tasks for a rate study, and therefore it is at the discretion of the City Council to contemplate and justify the optional services while also considering staff recommended future improvements including automated meter reading/advance metering infrastructure and enhanced customer engagement software that will empower the customer and restore confidence in the water utility; and

WHEREAS, staff does recommend that the City contract with Raftelis Financial Consultants, Inc. for the Water and Wastewater Utility System Cost of Service and Rate Structure Update Study for a contract value not to exceed \$134,733.00.

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

The Abilene City Manager is authorized to execute the professional services contract with Raftelis Financial Consultants, Inc. for the Water and Wastewater Utility System Cost of Service and Rate Structure Update Study, including both the basic services Tasks 1-4, and optional services Task 5 for a contract value not to exceed \$134,733.00.

ADOPTED this 23rd day of February, 2017.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC.
FOR THE WATER AND WASTEWATER UTILITY SYSTEM COST OF SERVICE
AND RATE STRUCTURE UPDATE STUDY.**

WHEREAS, during the late summer of 2016 several City of Abilene (City) water utility customers expressed their concerns with the cost of water and with how water customers are billed based on consumption classifications and tiers; and

WHEREAS, in response to customer concerns the Abilene City Council directed City staff to solicit for a qualified firm to perform a Rate Design Study; and

WHEREAS, the City solicited for statements of qualifications for a firm to conduct the Water and Wastewater Utility System Cost of Service and Rate Structure Update Study (Rate Study) in order to study the City of Abilene's existing water and wastewater cost of service, the billing rates necessary to produce sufficient revenues for the water and sewer utility fund, and the category and tiered structures for which rates are established; and

WHEREAS, the City received three responses from qualified firms capable of performing a rate study and after carefully reviewing and scoring each submittal staff selected the team of Raftelis Financial Consultants Inc/enprotec/Hibbs & Todd, Inc. for which to attempt to negotiate a contract; and

WHEREAS, the Rate Study contract includes basic services described as Tasks 1-4 for cost of service and rate design, mechanisms for paying for growth, and financial planning and a rate design model having a value not to exceed \$71,560.00.

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

The Abilene City Manager is authorized to execute the professional services contract with Raftelis Financial Consultants, Inc. for the Water and Wastewater Utility System Cost of Service and Rate Structure Update Study, basic services Tasks 1-4, in the amount of \$71,560.00.

ADOPTED this 23rd day of February, 2017.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

City Attorney



PROFESSIONAL SERVICES CONTRACT (not Architect or Engineer)

This contract is between the City of Abilene ("City"), and Raftelis Financial Consultants, Inc. ("Professional").

The Professional will provide services as stated in Attachment A, Scope of Work.

I. TERM

In consideration of the compensation stated in Paragraph II., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by May 31, 2017 (If the Abilene City Council authorizes Optional Task 5 then Professional must complete all Task 5 services by June 30, 2017), as stated in Attachment s A and C.

II. PAYMENT

Payment is according to Attachment B.

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.

IV. 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.

V. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VI. 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.

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

"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 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 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.

VIII. 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's Office of Risk Management 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.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

| <u>Type</u> | <u>Amount</u> |
|--|---|
| <u> x </u> 1. Workers' Compensation Employer's Liability | Statutory \$100,000 per occurrence |
| <u> x </u> 2. Commercial (Public) Liability including, but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability (Insuring above indemnity) and where the exposures exist . Explosion Collapse and Underground | \$500,000 combined single limit for bodily injury and property damage (per occurrence) |
| <u> x </u> 3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars | \$500,000 combined single limit for bodily injury and property damage (per occurrence) |
| <u> x </u> 4. Professional Liability | \$500,000 combined single limit (per occurrence) |
| <u> </u> 5. See Addendum for Special Coverages and/or revisions | |
| <u> </u> 6. No Insurance Required | |

IX. VENUE, CHOICE OF LAW AND INTERPRETATION

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

X. 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.

XI. 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.

XII. NOTICE

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

**City - ATTN: Rodney Taylor
 City of Abilene
 Water Administration
 P.O. Box 60
 Abilene, TX 79604**

Professional - ATTN: Angie Flores
Raftelis Financial Consultants, Inc.
9442 Capital of Texas Highway N
Plaza One, Suite 500
Austin, TX 78759

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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, 500 Chestnut St., 6th floor, Abilene, Texas, 79602, 325-690-0300.

XVIII. 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.

IN WITNESS HEREOF the parties have entered into this agreement this _____ day of _____, 20____.

CITY OF ABILENE

By: _____

Title: _____

Raftelis Financial Consultants, Inc.

By: Richard Spaul

Title: Executive Vice President

Address: 5619 OTC Parkway, Suite 175
Greenwood Village, CO 80111

Phone Number: 303-305-1136

Federal Tax I.D.# 20-1054069

ATTEST:

City Secretary

ATTEST: (If Corporation)

Matthew J. Lunn
Corporation's Secretary

Corporate Seal (if available):

APPROVED:

City Attorney

Risk Manager



ATTACHMENT A

SCOPE OF SERVICES

The following Scope of Services of this contract is in response to the Request for Qualifications for a Water and Wastewater Utility System Cost of Service and Rate Structure Update Study as solicited through the City of Abilene Purchasing Department. Should it be discovered that there are work or tasks first described in the Request for Qualifications that by error or omission are not a part of the below scope of services, then the contractor is fully responsible for the additional cost in excess of the contract value for providing the work or tasks as was the intent of the Request for Qualifications.

TASKS 1 – 4 SHALL BE COMPLETED BY MAY 31, 2017.

Attachment A: Scope of Services – Rate Study

In the following paragraphs, RFC has provided the tasks as provided in Section III of the RFQ. Overarching all these tasks is the importance of management oversight to ensure that the project is completed on time and on budget. In order to successfully complete the project, RFC will be in constant communication with City staff regarding data requests, data validation, data decisions and review of preliminary results. Much of this can be accomplished through conference calls, emails, and weekly demonstrations using tools such as GoToMeeting. In the kick-off meeting, which we believe is the most effective way to begin a project of this nature, our goals will include:

- Providing a forum to finalize the work plan and schedule with City staff
- Ensuring that we have an understanding of the overall goals for the study
- Providing an opportunity for City staff to meet and become comfortable with our staff
- Reviewing the data needs for the project
- Develop vision for the rate model

We also recommend that we have regularly scheduled bi-weekly conference calls with the City's project manager. These efforts provide for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach so that the client is aware of the status of the project at all times.

Detailed below are highlights of our scope of services for this project.

Task 1: Cost of Service and Rate Design

This project's primary objective is to provide the City with a rate recommendation that can be presented to the City Council that will ensure the long-term sustainability of the utility. In order to evaluate the City's current rate structure

and self-sustainability of the utility, RFC will conduct a financial planning, cost of service, and rate design analysis and will concurrently develop a financial model to ensure that rates are sufficient to recover costs.

Data Review and Demand Analysis

First, RFC will conduct a thorough review of pertinent information provided by City staff. For example, RFC will analyze and gain an understanding of the nature of the revenue streams and requirements over the study period to be incorporated in the model, especially for non-recurring expenditures or volatile historical revenues or revenue requirements, such as cost of water purchased and sewer treated. RFC will send City staff a data request list, which may include the following information:

- Financial data such as historical costs, operating budgets, revenue sources (including non-operating revenues) and reserve funds
- Capital improvement plans and anticipated capital funding sources
- Existing and proposed debt, respective reserve policies, and annual coverage requirements
- Current utility policies, procedures, and regulatory requirements
- Detailed description of the assets utilized by the City

RFC will also work with City staff to analyze customer consumption based on historical analysis and evaluate how customer class usage has evolved over time. RFC will also develop future consumption forecasts based on historical and future planning data. Accurately projecting future water consumption and wastewater flows is a challenge and directly affects user rates which will ultimately determine how much cash a utility will collect.

Comprehensive Financial Planning and Revenue Requirement Determination

RFC will compile, analyze and forecast all of the operating expenditures, capital expenditures, debt service, and miscellaneous items to be included in the comprehensive financial planning model for the water and wastewater fund for the five-year study period. The projections contained in the financial plan will be developed in consultation with the utility and will focus on determining the level of the required rate revenue to fund utility operations, meet target reserve balances, comply with debt service coverage ratios, and ensure overall long-term financial sustainability and viability.

Water Cost Allocation and Rate Determination

RFC will review existing rate structure methodologies for consistency with industry-accepted approaches. In our own analysis, RFC will use a multi-step cost allocation methodology based on AWWA standard processes to allocate the test-year water utility revenue requirements to each water customer class based on the proportionate demands they impose on the water utility system, such as peaking, and to determine the specific revenue requirement for each water service customer class.

RFC will discuss the advantages and disadvantages of the existing water rate structure with City staff and will model two alternatives based on pricing objectives and City staff's input. Rate structure alternatives may include revisiting cost recovery from fixed and variable charges or evaluating the appropriateness of the volumetric thresholds of the tiered water rate structure. Coupled with the results of the cost allocation analysis, the existing and alternative rate structures will be examined and evaluated using the model. Customer impact analyses will be performed for comparison and a proposed water rate structure and schedule of water rates will be recommended. The implementation of the recommended rates or potential phasing to lessen stakeholder impacts will be discussed with City staff.

Wastewater Cost Allocation and Rate Determination

Similarly, RFC will review the existing rate structure for wastewater rates for appropriateness according to industry-accepted methods and for fixed versus volumetric revenue recovery. For an updated calculation of wastewater rates, RFC will discuss the advantages and disadvantages of the existing wastewater rate structure with City staff and will model up to two alternatives based on pricing objectives and City staff input. The existing and alternative rate structures will be examined and evaluated using the model. Customer impact analyses will be performed for comparison, and a proposed wastewater rate structure and schedule of wastewater rates will be recommended.

Raw Water, Reuse Water, and Wholesale Rate Review and Determination

RFC will perform a detailed rate review for raw water, reuse water, and wholesale service. This will include the evaluation of costs and the development of rates. During this process, RFC will consider and incorporate any contractual rates and/or rate-setting methodologies. Based on the City's input during the kick-off meeting, RFC will work with the City to make any necessary modifications or changes to the selected rate calculation approach. Rates for raw water, reuse water, and wholesale customers will be calculated according to industry-accepted standards and recommended for implementation based on cost of service. The detail of the rate calculation will be documented in a simple, straightforward manner for ease of understanding.

Public Outreach

Public outreach is critically important for every utility and involves everything from needs of the utility to provide quality product and service to service-related initiatives such as conservation. RFC will review the City's current public relations methods regarding reaching out and educating the public and will provide feedback for improvement. RFC will work with staff and provide insights based on our extensive experience of several options that have worked for other utilities. Together, RFC envisions developing a strategic plan for public outreach and will assist the City in the implementation of the plan.

Task 2: Mechanisms for Paying for Growth

In evaluating the City's current process for recovering infrastructure costs, RFC will discuss with City staff the current types of costs that are recovered with its pro-rata fees. RFC will then analyze the current process and review the City's methodology for calculating the pro-rata fee. RFC will provide the City with a technical memo that will identify various options for collecting fees from growth and development, such as impact fees, developer contributions, etc. The memo will also address the process for developing the various fees. To the extent that it is legally possible, RFC will calculate the fee. Some fees may require that an additional scope be developed.

Task 3: Financial Planning and Rate Design Model

The project's primary deliverable is the creation of a customized water, wastewater and reuse financial planning and rate design model tailored to the City's specific situation and needs. RFC will be developing the financial planning and rate model in tandem with the cost allocation and rate study process (Task 1) to provide the quantitative support needed by staff to develop a rate recommendation. During the course of the project, City staff will be provided with working copies of the then-current model such that they will be able to provide continual input into the development of the model. Once we have developed a working model to calculate preliminary rate recommendations, RFC will conduct a work session with City staff to review and discuss the rate model and preliminary results. We will walk through the model to ensure appropriate model functions are included. Any necessary modifications will be incorporated into the final rate model.

Once the project is complete, the City will be provided with fully functioning copies of the model with written operating instruction. In addition, RFC will train members of the City staff in its use.

Dashboard and Other Features

RFC understands the importance of developing a user-friendly, flexible model that the City can use in the future for financial planning and developing rates. In addition to the core rate study components developed in Task 1, the rate model will include various features that will allow for dynamic analysis, succinctly summarize the data, and graphically represent the results.

Some of the features of the model include:

- Developed in Microsoft Excel 2013 (compatible with earlier versions if necessary)
- Ability to model multiple rate structures simultaneously
- Ability to model changes in usage
- Incorporation of financial planning over a five-year planning horizon with ability to change certain standard assumptions by year
- Ability to calculate rates for multiple years and update rates annually with ease
- Ability to flag errors and problematic results such as failure to meet debt coverage, reserve below target levels, etc.

- Ease of input, updating, and rate schedule/graphics printing

Task 4: Presentation to City Council

As mentioned previously, the primary objective of the study is to develop a set of rates that can be presented to City Council that will ensure the financially sustainable operation of the utility. RFC will be prepared to attend City staff and City Administration meetings, Council workshops, or other Council meetings. To support the presentation of results, RFC will prepare a summary memorandum highlighting the study process and results. Additionally, RFC will prepare a presentation package in PowerPoint for presentation to City Council and the public.

Attachment B: Payment Schedule – Rate Study

The summary breakdown of this scope is provided below with a total not-to-exceed amount of \$71,559 for this engagement. This not-to-exceed amount will only be spent on the items listed in Attachment A and only by direction of the City. Additional scope items, such as meetings, workshops, and/or formal presentations can be added upon request, with a scope adjustment based on our standard billing rates, provided below, plus direct expenses for travel. Total fees and expenses will be limited to the not-to-exceed amount unless specific approval for an adjustment in scope is provided by the City.

Utility Rate Study

Proposed Hours & Fees

| Phase/Task Descriptions | | No of Meetings | Total Fees & Expenses |
|--------------------------------------|--|----------------|-----------------------|
| 1 | Cost of Service & Rate Design | 1 | \$24,065 |
| 2 | Mechanisms for Paying for Growth | | \$11,185 |
| 3 | Financial Planning & Rate Design Model | 5 | \$26,460 |
| 4 | Presentation to City Council | 1 | \$9,850 |
| Total | | 7 | \$71,560 |
| RG - Rick Giardina, Project Director | | | \$67,321 |
| AF - Angie Flores, Project Manager | | | \$4,238 |
| LS - Laura Slavin, Lead Consultant | | | \$71,559 |
| RC - Rocky Craley, Technical Advisor | | | |

RFC's 2017 Standard Hourly Billing Rates

| <u>Position</u> | <u>Hourly Billing Rate **</u> |
|-------------------------------------|--------------------------------------|
| Chair | \$400 |
| Chief Executive Officer/President | \$360 |
| Chief Operating Officer | \$325 |
| Executive Vice President | \$310 |
| Vice President/Principal Consultant | \$280 |
| Director of Governmental Services | \$280 |
| Director of Management Consulting | \$280 |
| Senior Manager | \$255 |
| Director of Florida Operations | \$210 |
| Manager | \$230 |
| Director of Data Services | \$230 |
| Senior Consultant | \$200 |
| Consultant | \$175 |
| Associate | \$150 |
| Analyst | \$110 |
| Administration | \$75 |
| Technology/Communications Charge* | \$10 |

* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

Attachment C: Scope of Services – Optional Task 5

IF AUTHORIZED BY THE ABILENE CITY COUNCIL THEN TASK 5 SHALL BE COMPLETED BY JUNE 30 2017.

Investigation of the Current Billing Functions/Forensic Audit

It is our understanding that the City has recently been challenged with addressing customer inquiries of high water bills and the reason for these high bills. As a result, there is currently a lack of confidence in the City's meter and billing functions. The purpose of this task will be to assist the City in determining the root cause of the high bills and providing a comparison the City's meter and billing functions with industry best practices.

This task will first identify whether the root cause of the high bills is within the City's meter to billing system functions. This task will focus on the evaluation of existing business practices, controls, policies, and the technology used to read meters and generate bills. First, the team will focus on understanding the technology used such as the hand held devices used to input meter reads, the system that uploads the meter reads into the billing system (Routestar) and the billing system (Encode). The Team will then review practices and controls in place, and compare them to other utilities in order to identify deficiencies and current procedures that represent industry best practices. For example, the Team will want to understand the controls in place at the time the meter is read to assist in flagging meter reading entry errors, meter accuracy errors, or reasons for estimates. The team will then review the accuracy of the upload of meter readings into the billing system and audit the billing system. For example, the Team will verify that the meter reads are accurately uploaded into the billing system and also test the system to ensure the rate structure is being applied accurately in calculating water/sewer bills. The Team will also review the controls in place within the billing system to identify meter reads that may be erroneous or out of range. Typically billing systems will establish a threshold for meter reads and then generate a report for meter reads that may represent errors or meters which need further investigation. The Team will review the threshold, the number of threshold violations, and the practices to investigate threshold violations (such as re-reads, review of water use history, etc.). The Team will also review policies for leak adjustments, high reads, re-reads and compare them to industry best practices. The result of this process will be a report that documents current practices, controls, and policies for meter and billing functions, compares them with industry best practices, provides recommendations for any improvements, and identifies if the root cause of high bills is from meter or billing functions. A summary of these findings will also be presented to the City Council.

It should be noted that the meter to billing functions may not be the (or main) root cause of high bills, and instead may be a combination of changes in customer water use patterns and the City's rate increases (almost 30% cumulatively). As part of the water/sewer rate study, historic water use data will be analyzed in detail. Part of this review will involve understanding the amount of water used within each tier of the rate structures during times of drought restrictions/easements of restrictions and volatility in weather patterns, and the impact on water bills before and after rate increases. Part of this task will be to incorporate findings of water use patterns and impacts on bills into the final report and presentation to the City Council, if the part of the root cause for high bills is the result of changes in customer behavior and/or rate increases.

To complete the scope of work identified above, the Team will need to conduct field visits and meet with various staff, such as meter readers, audit personnel (that review bills that are out of range), billing system analysts, and billing system users and support staff etc. within to develop a comprehensive understanding of meter reading and billing practices. In addition, the Team will conduct analysis of data contained within the billing system through obtaining a data extract, through a connection to the billing system or both. The Project Team has conducted similar evaluations of customer service practices for Newport News Waterworks (VA) and the City of Clearwater (FL) and has conducted forensic investigations for the City of Jackson (MS), City of Baltimore (MD), and City of Johnson City (TN).

Subtask A – Review and Benchmark of Meter Reading and Back Office Auditing Operations

As part of this subtask, RFC will complete the following:

- Project Initiation and Data Collection
- Review of Meter Reading Practices and Statistics
- Review of Back Office Functions & Policies
- Benchmark Procedures and Practices with Other Utilities

Subtask B – Forensic Review of Billing System

As part of this subtask, RFC will complete the following:

- Billing Systems Review
- Policy and User Review
- Data Review

Subtask C – Prepare Report & Present to City Council

Attachment D: Payment Schedule – Optional Task 5

The summary breakdown of this scope is provided below with a total not-to-exceed amount of \$63,173 for this engagement. This not-to-exceed amount will only be spent on the items listed in Attachment C and only by direction of the City. Additional scope items, such as meetings, workshops, and/or formal presentations can be added upon request, with a scope adjustment based on our standard billing rates, provided below, plus direct expenses for travel. Total fees and expenses will be limited to the not-to-exceed amount unless specific approval for an adjustment in scope is provided by the City.

Utility Rate Study

Proposed Hours & Fees

| Phase/Task Descriptions | | No of Meetings | Total Fees & Expenses |
|--|--|----------------|-----------------------|
| | | | |
| A | Review & Benchmark of Meter Reading & Back Office Auditing Operations | | |
| A1 | Project Initiation & Data Collection | 1 | \$3,800 |
| A2 | Review of Meter Reading Practices & Statistics | | \$5,239 |
| A3 | Review of Back Office Functions & Policies | | \$4,640 |
| A4 | Benchmark Procedures & Practices with Other Utilities | | \$6,100 |
| B | Forensic Review of Billing System | | |
| B1 | Systems Review | 1 | \$3,055 |
| B2 | Policy & User Review | | \$11,400 |
| B3 | Data Review | | \$12,200 |
| C | Prepare Report & Present to City Council | 1 | \$16,740 |
| Total | | 3 | \$63,173 |
| <i>EC - Elaine Conti, Project Manager - Task A & C</i> | | | \$56,545 |
| <i>CC - Catherine Carter, Lead Consultant - Task A & C</i> | | | \$6,628 |
| <i>HL - Henrietta Locklear, Project Manager - Task B & C</i> | | | \$63,173 |
| <i>JF - Jennifer Fitts, Lead Consultant - Task B & C</i> | | | |

RFC's 2017 Standard Hourly Billing Rates

| <u>Position</u> | <u>Hourly Billing Rate **</u> |
|-------------------------------------|--------------------------------------|
| Chair | \$400 |
| Chief Executive Officer/President | \$360 |
| Chief Operating Officer | \$325 |
| Executive Vice President | \$310 |
| Vice President/Principal Consultant | \$280 |
| Director of Governmental Services | \$280 |
| Director of Management Consulting | \$280 |
| Senior Manager | \$255 |
| Director of Florida Operations | \$210 |
| Manager | \$230 |
| Director of Data Services | \$230 |
| Senior Consultant | \$200 |
| Consultant | \$175 |
| Associate | \$150 |
| Analyst | \$110 |
| Administration | \$75 |
| Technology/Communications Charge* | \$10 |

* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

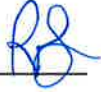
** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

END

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 \$ (see attached: RFC's 2017 Standard Hourly Billing Rates) per hour not to exceed \$ 137,733.00.

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

OPTION 2

Payment is in a lump sum amount of \$ _____ 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

Payment is a fixed fee amount of \$ _____ payable per the schedule 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) 

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

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Item 7.X – Resolution Authorizing a Contract with Raftelis Financial Consultants Inc. for the Water and Wastewater Utility System Cost of Service and Rate Structure Update Study (Rate Study).

February 23, 2017



RATE DESIGN STUDY

- **September 2016 City Council communicated its support for a Rate Design Study.**
- **Three qualified firms responded to the City's Request for Qualifications.**
- **The firm of Raftelis Financial Consultants, Inc. was scored highest by staff.**



SCOPE OF WORK

BASIC SERVICES – Perform a Rate Study - \$71,560

- **Task 1 – Cost of Service and Rate Design**
- **Task 2 – Mechanisms for Paying for Growth**
- **Task 3 – Financial Planning and Rate Design Model**
- **Task 4 – Presentation to City Council**

OPTIONAL SERVICES – Investigation of Billing Functions and Forensic Audit - \$63,173

- **Task 5(A) – Review and Benchmark of Meter Reading & Back Office**
- **Task 5(B) – Forensic Review of Billing System**
- **Task 5(C) – Prepare Report & Presentation to City Council**



Rate Study

QUESTIONS?

February 23, 2017





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Howdy Wayne Lisenbee, Director of Facilities & Capital Improvements

SUBJECT: Resolution: Authorize the City Manager to execute a Construction Contract with Justice Construction for a new Crematory Unit at the Abilene Animal Shelter. *(Wayne Lisenbee)*

GENERAL INFORMATION

The adopted 2015 Capital Improvement Budget included Phase 3 of the improvements to the City of Abilene Animal Shelter. The existing incinerator was installed in approximately 1987 and is used for the disposal of euthanized animals. Over the past several years, the Animal Shelter has averaged about 8,100 cremations per year.

SPECIAL CONSIDERATIONS

Two bids were received from local contractors, and the low bid was from Justice Construction in the amount of \$126,362. This will include both the installation of the new incinerator equipment and modifications to the existing structure to accommodate the new equipment.

FUNDING/FISCAL IMPACT

The total budget for the CIP project was \$144,000. The combined price of design and construction will be \$146,362. An additional \$2,362 will come from the Facilities Maintenance operations budget to cover the full cost of the project.

STAFF RECOMMENDATION

Approve the bid of \$126,362 from Justice Construction and authorize the City Manager to execute a Construction Contract for the project.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

| Description | Type |
|--------------|---------|
| □ Resolution | Exhibit |

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AWARDING BID TO JUSTICE CONSTRUCTION INC. OF ABILENE TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Crematory Unit Replacement project; and

WHEREAS, the project involves replacement of the existing incinerator unit with a new unit, and expansion of the existing shelter to accommodate the new equipment; and

WHEREAS, the following bids were received and opened on February 2, 2017:

| | |
|---------------------------|--------------|
| Don Faulkner Construction | \$145,800.00 |
| Justice Construction Inc. | \$126,362.00 |

WHEREAS, Justice Construction Inc. of Abilene, Texas submitted the low bid in the amount of \$126,362.00 with the bid meeting specifications. Staff recommends awarding the bid to Justice Construction Inc. of Abilene, Texas.

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

Part 1: The City Council awards the bid to Justice Construction Inc. in the amount of \$126,362.

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

ADOPTED this _____ day of February, 2017.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney

Bid Award: Crematory Unit Replacement Animal Shelter

February 23, 2017



The approved 2015 Capital Improvements Program budget included Phase 3 of the Animal Services Improvements. Phase 3 included:

- Replacement of the existing incinerator unit with a new, larger capacity unit
- Modification of the existing gas and electrical connections
- Modification of the existing foundation and structure to accommodate the new equipment

Design for the project was performed by Meers Engineering.

Two bids were received for construction services:

- Justice Construction \$126,362
- Don Faulkner Const. \$145,800

Staff recommends award to Justice Construction.



Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Howdy Wayne Lisenbee, Director of Facilities & Capital Improvements

SUBJECT: Resolution: Authorizing the City Manager to execute a Construction Contract with The Crowe Group, Inc. for the Abilene Zoo 2015 Bond Projects. (Wayne Lisenbee)

GENERAL INFORMATION

In 2015 the voters approved Proposition 5 which authorized the City to participate in a Public Private Partnership for 7 improvement projects at the Abilene Zoo. These improvements include: a new Lesser Flamingo Exhibit, a new Animal Hospital facility, a new Maintenance building, a new Bird Rehabilitation facility, expansion of the Jaguar Containment facility, a new Giant Anteater Exhibit, and ADA Improvements to the Fish Pier.

SPECIAL CONSIDERATIONS

Two bids were received for the construction of these projects. The Crowe Group submitted a bid in the amount of \$2,293,000 and 320 days. Collier Construction submitted a bid in the amount of \$2,574,856 and 300 days. The low bid from The Crowe Group plus the design costs incurred from PSC pushed the project over budget by \$293,182. Additional private funding was secured from the Abilene Zoological Society and The Grover Nelson Foundation to cover the total cost of the project.

FUNDING/FISCAL IMPACT

Proposition 5 of the 2015 Bond Election provided \$1,030,000 of funding to go along with a total of \$1,493,182 in private funding. Within the private funding, \$1.3 Million requested to remain anonymous. The Abilene Zoological Society contributed \$76,000, and The Grover Nelson Foundation contributed \$117,182.

STAFF RECOMMENDATION

Approve the bid from The Crowe Group in the amount of \$2,293,000 and authorize the City Manager to execute a construction contract for the 2015 Zoo Bond Projects.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

| Description | | Type |
|--------------------------|--------------|------------|
| <input type="checkbox"/> | Resolution | Exhibit |
| <input type="checkbox"/> | Presentation | Cover Memo |

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AWARDING BID TO THE CROWE GROUP INC. OF ABILENE TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the 2015 Zoo Bond projects; and

WHEREAS, the projects include a new Lesser Flamingo Exhibit, a new Animal Hospital facility, a new Maintenance building, a new Bird Rehabilitation facility, expansion of the Jaguar Containment facility, a new Giant Anteater Exhibit, and ADA Improvements to the Fish Pier.; and

WHEREAS, the following bids were received and opened on January 12, 2017:

| | |
|----------------------|----------------|
| The Crowe Group Inc. | \$2,293,000.00 |
|----------------------|----------------|

| | |
|------------------------------|----------------|
| Collier Construction Company | \$2,574,856.00 |
|------------------------------|----------------|

WHEREAS, The Crowe Group Inc. of Abilene, Texas submitted the low bid in the amount of \$2,293,000.00 with the bid meeting specifications. Staff recommends awarding the bid to The Crowe Group Inc. of Abilene, Texas.

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

Part 1: The City Council awards the bid to The Crowe Group Inc. in the amount of \$2,293,000.

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

ADOPTED this _____ day of February, 2017.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney

Bid Award: 2015 Bond Program Abilene Zoo Improvements

February 23, 2017



The 2015 Bond Election included Proposition 5 which authorized the City to participate in a Public Private Partnership for improvements to the Abilene Zoo. Proposition 5 includes:

- A new Lesser Flamingo Exhibit,
- A new Animal Hospital facility,
- A new Maintenance building,
- A new Bird Rehabilitation facility
- Expansion of the Jaguar Containment facility,
- A new Giant Anteater Exhibit
- ADA Improvements to the Fish Pier

Project Funding

Funding for the project is the result of a Public Private Partnership.

| | |
|------------------------------|-------------------|
| 2015 Bond Proceeds | \$1,030,000 |
| Anonymous Donor | \$1,300,000 |
| Abilene Zoological Society | \$ 76,000 |
| The Grover Nelson Foundation | <u>\$ 117,182</u> |
| TOTAL | \$2,523,182 |

Project Costs

| | |
|--|-------------|
| Project Design by Tittle Luther Partnership/PSC | \$ |
| 200,182 | |
| Low bid from The Crowe Group, Inc. | |
| \$2,293,000 | |
| Materials for Flamingo Pool (install by Zoo staff) | \$ |
| <u>30,000</u> | |
| TOTAL | \$2,523,182 |



Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director of Water Utilities

SUBJECT: Discussion Item: Program to Receive Hauled Liquid Waste at the Hamby Water Reclamation Facility. *(Rodney Taylor)*

GENERAL INFORMATION

A discussion item to discuss with the City Council the various issues associated with implementing a program to receive Hauled Liquid Waste (HLW) at the Hamby Water Reclamation Facility. The City Council will be given the opportunity to direct City staff on how it might proceed with such a program.

On several occasions over the past few years both a HLW transporter and councilmembers have inquired about Abilene implementing a HLW program to include domestic septage. This discussion item is intended to allow City staff to inform the Council on several of its issues of concern with implementing such a program.

SPECIAL CONSIDERATIONS

Hauled Liquid Waste (HLW) includes six distinct categories with each having characteristics which are distinguishable from typical municipal wastewater. Both the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality provide separate and unique regulations and guidance documents for the transporting and disposal of HLW. Transporters of HLW must comply with the regulations of 30 TAC Chapter 312 and TCEQ regulatory guidance document RG-309.

For many years the City of Abilene Water Utilities Department had a program to accept hauled liquid wastes at the Buck Creek Pump Station. That program was discontinued in 1992. However, at that time, exceptions were made for continuing to accept hauled portable toilet wastes from two local businesses and hauled landfill condensate/leachate from one local business.

Over the years City staff has recommended that a HLW program not be implemented. However, staff has recognized and prepared for the possibility that the City may desire to implement a HLW program.

The City contracted with Halff Associates, Inc., an Engineering firm, to perform an independent evaluation of Abilene accepting HLW and to make a recommendation to the City Council. Halff's report is incorporated into this agenda item.

FUNDING/FISCAL IMPACT

This is a discussion item to allow the City Council to direct staff. This item requires no formal action by the City Council for expending or obligating City funds.

STAFF RECOMMENDATION

City staff recommends to not proceed with implementing a program to receive hauled liquid waste at the Hamby Water Reclamation Facility.

BOARD OR COMMISSION RECOMMENDATION

Not applicable.

ATTACHMENTS:

| Description | Type |
|---|------------|
| ▣ Halff-Hauled Liquid Waste Evaluation Study-12-29-2016 | Cover Memo |
| ▣ Presentation-Program to Receive Hauled Liquid Waste-2-23-2017 | Cover Memo |



City of Abilene Hauled Liquid Waste Evaluation Study

Prepared for
City of Abilene

December 2016
AVO 31865



Halff Associates, Inc.
12225 Greenville Avenue, Suite 200
Dallas, TX 75243
TBPE Firm #F-312



I. Executive Summary

The City of Abilene (City) contracted with Halff Associates, Inc. (Halff) to evaluate a potential Hauled Liquid Waste (HLW) Receiving Station and associated operations at the Hamby Wastewater Treatment Plant and/or Buck Creek Lift Station. The City is interested in accepting only domestic septage and portable toilet waste. Ten comparable cities were surveyed to compare their standard means and methods for accepting HLW. Local Abilene HLW companies were also surveyed to determine operational patterns. This report analyzes the survey results and evaluates the needs associated with implementing a HLW program.

Survey results varied from city to city. Many cities accepting HLW have larger plants, dedicated personnel, special accounting systems, specialized testing requirements and receiving facilities in place. Cities with 8-18 million gallon a day (MGD) plants are concerned about plant upsets resulting from discharges of non-compliant HLW loads into their systems.

This report analyzed the costs associated with a HLW system in order to determine if a system is feasible for the City of Abilene. An HLW operation would be a new positive net revenue source for the City, but it would also result in additional operations costs incurred. The price charged by Abilene for receiving HLW should be established to cover the associated costs of the operation. The load acceptance cost determined by Abilene would also need to be comparable to that of the existing landfills in order to obtain the business of the haulers. However, this may be challenging and not feasible for the City because the private landfills' acceptance criteria is less stringent than that of a municipal wastewater plant. Based on the evaluation and survey results, Halff recommends that Abilene not accept HLW at either facility because of the associated risks and price competition with the local landfills.

II. Background

Abilene serves a population of about 125,000. The City's current wastewater treatment plant, Hamby Water Reclamation Facility (Hamby WRF), has an existing capacity of 22 MGD. The plant was recently upgraded to include a biological nutrient removal (BNR) system, membrane bioreactors (MBR), a reverse osmosis (RO) system, and an ozone and biologically active contactor (BAC) system. The preliminary treatment was also upgraded to include a fine grit removal system and fine screens because effective pretreatment is critical for longevity of the MBR system. The upgrades allow for the City to produce about 7 MGD of reclaimed water and 2 MGD of Type I non-potable reuse water. The upgrades were operational and permitted in December 2014.

The majority of the City's wastewater is sent to Hamby WRF via Buck Creek Pump Station (Buck Creek PS). Buck Creek PS is located off-site and houses preliminary treatment units which include mechanical coarse screens and a coarse grit removal system. Three equalization basins are also located at Buck Creek PS and are used when flow needs to be diverted from the pump station. The preliminary treatment unit structure is located at Hamby WRF and contains a fine grit removal system and fine screens. Hamby WRF also houses the secondary biological, solids separation, and advanced treatment units. The secondary biological treatment is a BNR system which includes two anaerobic selectors and two anoxic selectors. Four aeration basins complete the aerobic treatment process. The BNR is followed by the MBR for final segregation and removal of the solids formed in aerobic treatment. The advanced treatment units include the RO treatment, ozonation, and BAC system.

Abilene used to accept HLW about 20 years ago until issues started to arise in the system. The City has not allowed HLW to be discharged into the wastewater treatment system since that time. Liquid waste haulers have been discharging at the local landfills: Abilene Environmental and Abilene Regional Landfills.

A. Data Collection

Halff created a telephone survey in order to obtain data from ten comparable cities regarding their HLW programs. The ten cities were chosen based on similar population, size of wastewater treatment plants, and the proximity of each city to Abilene. The ten cities evaluated in this report include: Amarillo, Denton, Fort Worth, Lubbock, Midland, Odessa, San Angelo, Sweetwater, Waco, and Wichita Falls (Figure 1). The population of each city and the estimated average daily flow of each city's wastewater plant, including Abilene, are presented in Table 1. The survey seeks to gather pertinent information about each city's wastewater treatment facilities, HLW program, and arrangement of each receiving facility. Halff also conducted online research prior to conducting surveys, which included finding ordinances about HLW for each city. If a city did not accept HLW, Halff contacted the city to determine where their HLW was sent and why they do not have a program in place.

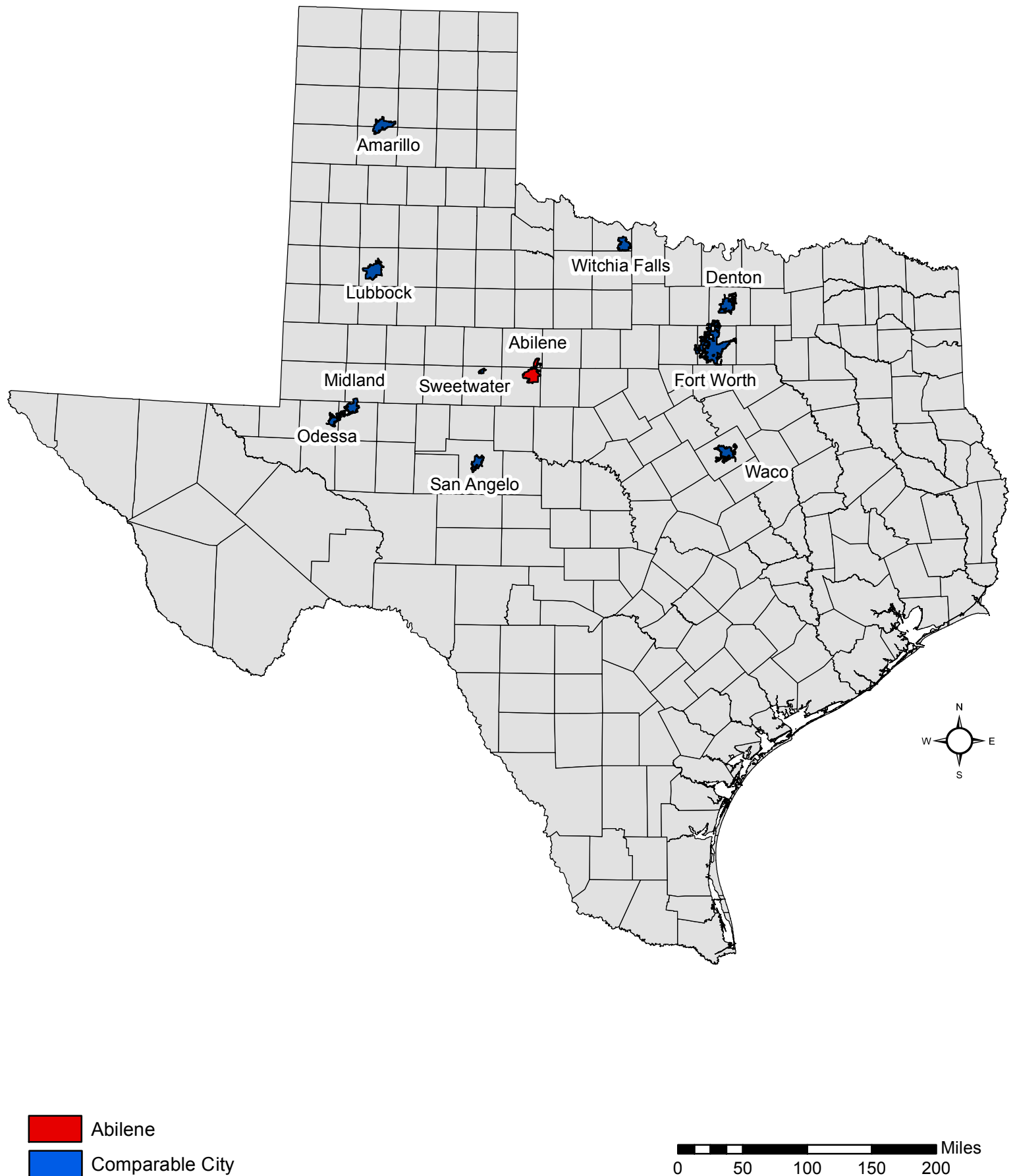


Figure 1. Comparable Cities and Abilene Map

Table 1. Comparable Cities Surveyed for HLW Information

| City | Population¹ | Average Daily Flow (MGD) |
|---------------|-------------------------------|---------------------------------|
| Abilene | 120803 | 11 |
| Amarillo | 197786 | 8 |
| Denton | 131044 | 21 |
| Fort Worth | 813425 | 108 |
| Lubbock | 249042 | 21 |
| Midland | 128158 | 9 |
| Odessa | 118968 | 6 |
| San Angelo | 99240 | 9 |
| Sweetwater | 10809 | 1.6 |
| Waco | 130054 | 22 |
| Wichita Falls | 105677 | 10 |

¹ United States Census Bureau 2015

III. Survey Summaries

This section summarizes the responses from each city contacted about HLW. The complete results from the performed survey are included in Appendix A.

A. Cities That Do Not Accept HLW

The cities of Odessa, San Angelo, and Sweetwater do not accept HLW at their local wastewater treatment plants.

City of Odessa

- Haulers dispose HLW at the local landfill.
- Haulers must be registered with the Liquid Waste Transportation division and TCEQ.
- Sand trap, grease trap, and septic tank waste are all accepted at the landfill.
- Odessa has never accepted HLW at the wastewater treatment plant.

City of San Angelo

- San Angelo used to accept HLW at the wastewater treatment plant about ten years ago, but the City experienced problems within the sludge.
- Grease trap waste was reported to be the larger problem for the system because of the sand and gravel that can be associated with it.
- The City did not have a system in place that would allow them to track down a hauler after upsets occurred.
- The landfill installed a ramp so that haulers could discharge at their facility after the wastewater treatment plant stopped accepting hauled waste.
- The City no longer keeps track of the haulers in the area, but haulers do need to be registered with the TCEQ to be able to discharge at the landfill.

City of Sweetwater

- Sweetwater previously accepted HLW at the wastewater treatment plant, but no longer will accept it.
- Problems started to occur in the plant system and headed the decision not to have the waste discharged into it any longer.

B. Cities That Accept HLW

Amarillo, Denton, Fort Worth, Lubbock, Midland, Waco, and Wichita Falls all have HLW programs and accept HLW at the local wastewater treatment plant.

1. Level of Service

All of the seven cities accept septic and chemical waste. The City of Waco will also accept high strength waste. Waco is able to treat the high strength waste through their digesters, whereas most wastewater treatment plants cannot. The volume of domestic HLW accepted a day is significantly less than 1% of the total wastewater flow for each city.

2. Setup of Facility

The cities that accept HLW at the wastewater treatment plant require haulers to check in with an operator or a designated employee before disposing. The haulers must be registered with the respective city and with the State of Texas. None of the cities will accept HLW from haulers who are not registered or do not have a permit from the city, the State of Texas, and any other specified entities as deemed necessary by the cities. The City of Lubbock also requires haulers to be registered with the City of Lubbock's Health Department.

Septic and chemical waste is disposed of near the headworks at most facilities. Most of the receiving facilities at the headworks for each city will allow for two haulers to discharge at a time.

- Amarillo has a 4-foot by 4-foot pit with a 12-inch drain at the headworks to allow haulers to discharge.
- Fort Worth allows haulers to discharge at a manhole at Meacham airport, and it takes about 12 hours for the loads to reach the plant.
- Lubbock has six 2,000 gallon bays near the headworks, where haulers are allowed to discharge.
- Waco allows haulers to discharge septic and chemical waste in a tank near the headworks, and high strength waste is discharged into a tank near the digesters.

If Abilene proceeds with a HLW program the receiving facility should be placed at Buck Creek LS with additional enhancements. A disposal site at Buck Creek LS would allow for the utilization of the coarse grit removal and coarse screens of the treatment process. Buck Creek LS is unmanned most of the time, and has a sporadic schedule. Personnel would need to be added to man Buck Creek LS full time during business hours of the HLW program. The two sites do not have an appropriate HLW disposal facility and additional capital would be needed for the design and construction. Without a HLW disposal facility there is no way to isolate a load that would disrupt the system and this could cause a shutdown of many units. Isolation facilities would also be needed at Buck Creek LS.

3. Personnel

Many of the cities have a dedicated employee who performs the duties associated with the HLW program each work day. Most of the cities do not provide any special training for these employees. The employees will validate that each hauler is registered with the respective city and the State of Texas, sign the manifests, and usually assist the hauler to the receiving facility. Employees in some of the cities are also responsible for conducting the testing, which includes recognizing irregularities, such as a sheen or smell that is not typical for HLW.

- Amarillo HLW employees do not escort haulers to discharge.
- Waco has two employees who run the HLW program and needed special training.
- Wichita Falls HLW program does not have a dedicated employee who performs the daily duties. All available operators can sign manifest and escort haulers to the receiving facility.

4. Operation Hours

The cities contacted that receive HLW operate their receiving facilities/stations from 40 to 60 hours each week. A majority of the cities accept HLW at the receiving facilities/stations from 7am-5pm, Monday through Friday. Discharges can be made on holidays and after hours at most cities for emergency

situations, with Director approval and an extra fee. The hours which cities will accept HLW from properly permitted haulers are summarized in Table 2.

Table 2. Hours of Operation for Hauled Liquid Waste for each City

| City | Monday - Friday | | | | | Saturday | Total Hours |
|---------------|-----------------|-----|-------------|-----|-----|------------|-------------|
| | 6am | 7am | 8 am – 4 pm | 5pm | 6pm | | |
| Amarillo | C | O | O | O | C | C | 50 |
| Denton | C | C | O | C | C | C | 40 |
| Fort Worth | O | O | O | O | C | C | 55 |
| Lubbock | C | O | O | O | C | C | 50 |
| Midland | C | C | O | O | C | C | 40 |
| Waco | C | O | O | O | O | 12pm-2pm** | 57 |
| Wichita Falls | C | C | O | O | C | C | 40 |

Notes:

O = Open

C = Closed

Table excludes after hours and holidays

**for permitted industrial clients

5. Security

The security at a HLW receiving facility includes restricted access, a record keeping and reporting system, and testing. Most cities contacted have receiving facilities within the wastewater treatment plant, and restricted access is already in place.

Manifests are used to keep track of where the waste originates, who is transporting it, and where it is being disposed. The State requires manifests as part of a record keeping and reporting system. There are many different levels of manifests from simplistic to sophisticated. A standard manifest template is included in Appendix C. The evaluated cities require haulers to check in with an operator or directed personnel, and have manifests signed before discharging hauled waste.

- Denton, Fort Worth, Midland, and Wichita Falls have haulers check in with an operator so the operator can validate the manifests and escort the hauler to the headworks receiving station.
- Amarillo requires haulers to check in with one of the operators to have the manifests filled out, and the operator will tell them to dump into one of the permitted spots. Lubbock and Waco will have haulers check in at the office, and sign in with an operator. The operator will assign the hauler to a disposal site, and will also hand the haulers a sample container to take a sample from the truck.

The City of Lubbock also has video cameras installed at its disposal sites. If a load comes through that upsets the system, all haulers who discharged that day will be contacted by an operator. The operator will track down the truck number and have the manifest copied. The hauler must indicate where the load came from and what it contained as required by the city permit guidelines. If a hauler does not provide

the required information, they are in violation of their permit. Violations may result in fines, revoking of a permit, or prohibition of services to that hauling company.

6. Fees Imposed

Cities assess various fees to waste haulers to recover the costs incurred in HLW program operation. Most of the cities stated that the fees assessed for the HLW program attempt to cover costs associated with the manifest system, testing, and treatment. The program fees typically include the annual permit fee and load charges based on the volume of waste discharged into the system. Load charge fees are typically based on the average BOD and TSS levels of the waste that the facility receives. Load charge fees for each comparable cities are presented in Table 3.

Table 3. Load Charges for Cities per 1000 gallons

| City | Load Fee \$/1000 gal |
|---------------|-------------------------|
| Amarillo | 15 |
| Denton | 37 |
| Fort Worth | 51 |
| Lubbock | 35 |
| Midland | 300 |
| Waco | 60 |
| Wichita Falls | 80 |

The City of Midland, who has the highest load charge fee, raised their prices in 2016 to deter haulers from disposing at their facility. However, the rest of the cities establish their fee schedule to only cover their costs for operating their HLW programs. For example, the City of Lubbock uses the following equations to determine load fees.

$$BOD_5 \text{ Surcharge} = V * (B - C) * 8.34 * \text{Cost Factor } BOD$$

$$TSS \text{ Surcharge} = V * (B - C) * 8.34 * \text{Cost Factor } TSS$$

Where:

V = millions of gallons (MG)

B = total contribution from user (mg/L)

C = normal domestic sewage strength of 250 mg/L

8.34 = pounds per gallon conversion factor

Cost Factor BOD_5 = 55% of the total budgeted costs for operating and maintaining the wastewater treatment facilities divided by total pounds **BOD_5** treated, current cost factor is \$0.2531 per pound

Cost Factor TSS = 45% of the total budgeted costs for operating and maintaining the wastewater treatment facilities divided by total pounds **TSS** treated, current cost factor is \$0.2298 per pound

Table 4 shows the permit fees for each city. Some of the comparable cities also have additional fees.

- Amarillo charges \$100 per load extra for loads discharged after hours and on holidays.

- Denton charges \$40 for a pack of 100 manifests, \$300 for the application, and a facility charge of \$5.8 added to each bill.
- Lubbock charges \$5 for a pack of blank manifests.

Table 4. Permit Fees per Single Truck

| City | Permit Fee (\$)/Truck | Additional City Fee? |
|---------------|-----------------------|----------------------|
| Amarillo | 50 | Yes |
| Denton | 300 | Yes |
| Fort Worth | 300 | No |
| Lubbock | 50 | Yes |
| Midland | Included | No |
| Waco | Included | No |
| Wichita Falls | 150 | No |

7. Testing

Many of the cities do not sample every load, but all of the cities typically sample one day a year each truck that disposes at the receiving facility that day. The cities of Amarillo, Fort Worth, and Wichita Falls will also sample randomly every year, and sample loads that seem suspicious. The City of Denton tests each and every load for pH and conductivity. The cities of Lubbock and Waco sample every load for pH and do a visual test to check for sheen and fats, oils, and grease (FOGs). When testing for metals, most cities will test for the following:

- silver (Ag)
- arsenic (As)
- cadmium (Cd)
- chromium (Cr)
- copper (Cu)
- mercury (Hg)
- nickel (Ni)
- lead (Pb)
- selenium (Se)
- zinc (Zn)

These metals usually have local limits stated in the city's ordinances. Local limits are not associated with HLW because the waste is usually much more concentrated. The City of Fort Worth stated that their annual testing will typically cost about \$2,000 a test.

8. Operational Concerns

Amarillo, Fort Worth, and Lubbock, haven't experienced any major upsets since initiating their HLW programs. The City of Midland recently raised their discharge price from a flat fee of \$25 per truck to \$0.30 a gallon because they wanted to deter haulers from disposing at their facility. Midland began to see foam in their digesters about once a month, which they believe to be a result of the addition of HLW. The City of Denton stated that many of the loads they receive are high in metals, which is increasing their biosolids treatment cost. The City of Waco stated that their biggest concern is security and monitoring the haulers.

Waco has learned since the program has been in place to assume that haulers do not know how the regulations work and will need some guidance.

C. Abilene Haulers Data

Six known haulers operate within the City of Abilene, including Hudman Plumbing & Septic, Stinky Steve's Septic, Key City Septic & Plumbing, Badger Dirt & Septic, L.C., Sutton's Septic, and Can-Doo Portable Rentals. Halff contacted the six companies in order to determine their normal operational patterns. Four of the six hauling companies were reached. The information collected from these companies is included in Appendix B.

Each of the four hauling companies take the waste to Abilene's two landfills, the Abilene Regional Landfill and Abilene Environmental Landfill. Many of the companies have been doing business with the landfills for over five years. Haulers have to be registered with the TCEQ but not the landfill. The landfills only need a copy of the manifest. The hours of the operation for the landfills are 7am-5:30pm, Monday through Friday. Figure 2 presents the proximity of the landfills to the Hamby WRF and Buck Creek LS.

Badger Dirt & Septic, L.C. (Badger) primarily installs septic tanks, but will occasionally pump septic, grease, and grit. Badger serves clients within a 50 mile radius of Abilene. The company currently has one 2,000 gallon truck and pays about \$0.25-\$0.30 a gallon to discharge at the landfills. Badger stated that their company would only benefit from discharging at the wastewater treatment plant if there were competitive prices with the landfill.

Hudman Plumbing & Septic (Hudman) provides a variety of septic services, including installation, cleaning, repair, and maintenance. The company will service anywhere in Texas, and has two 2,000 gallon trucks. For septic waste, Hudman pays about \$0.21-0.25 per gallon to the landfills for disposal, and said that their company would only benefit if the wastewater treatment plant had competitive prices with the landfill.

Key City Septic & Plumbing (Key City) provides plumbing services for commercial and residential customers and pumps residential septic tanks. Their service area extends beyond Abilene and they charge by the hour. The company operates two trucks and pays about \$0.20-0.25 per a gallon of septic waste. Again, they did express that their company would only benefit from the wastewater treatment facility allowing discharging of liquid waste if prices were competitive. Key City also stated that it would also benefit them if they could discharge septic, grit and grease trap waste all in the same location within the wastewater treatment plant.

Stinky Steve's Septic primarily cleans and pumps septic tanks. The company serves clients within a 30 miles radius of Abilene and runs four trucks (one 2,000 gallon, two 1,800 gallon, and one 4,000 gallon). The company pays \$0.25 per gallon to discharge at the landfill, and they would benefit from having a discharging station at the wastewater treatment plant if the prices were fair and comparable.

The prices vary depending on the type of liquid waste disposed (i.e. grease, grit and sand) at the landfill. Table 5 summarizes the estimated prices that each of the contacted hauling companies pay to dispose of septic waste at the landfills.

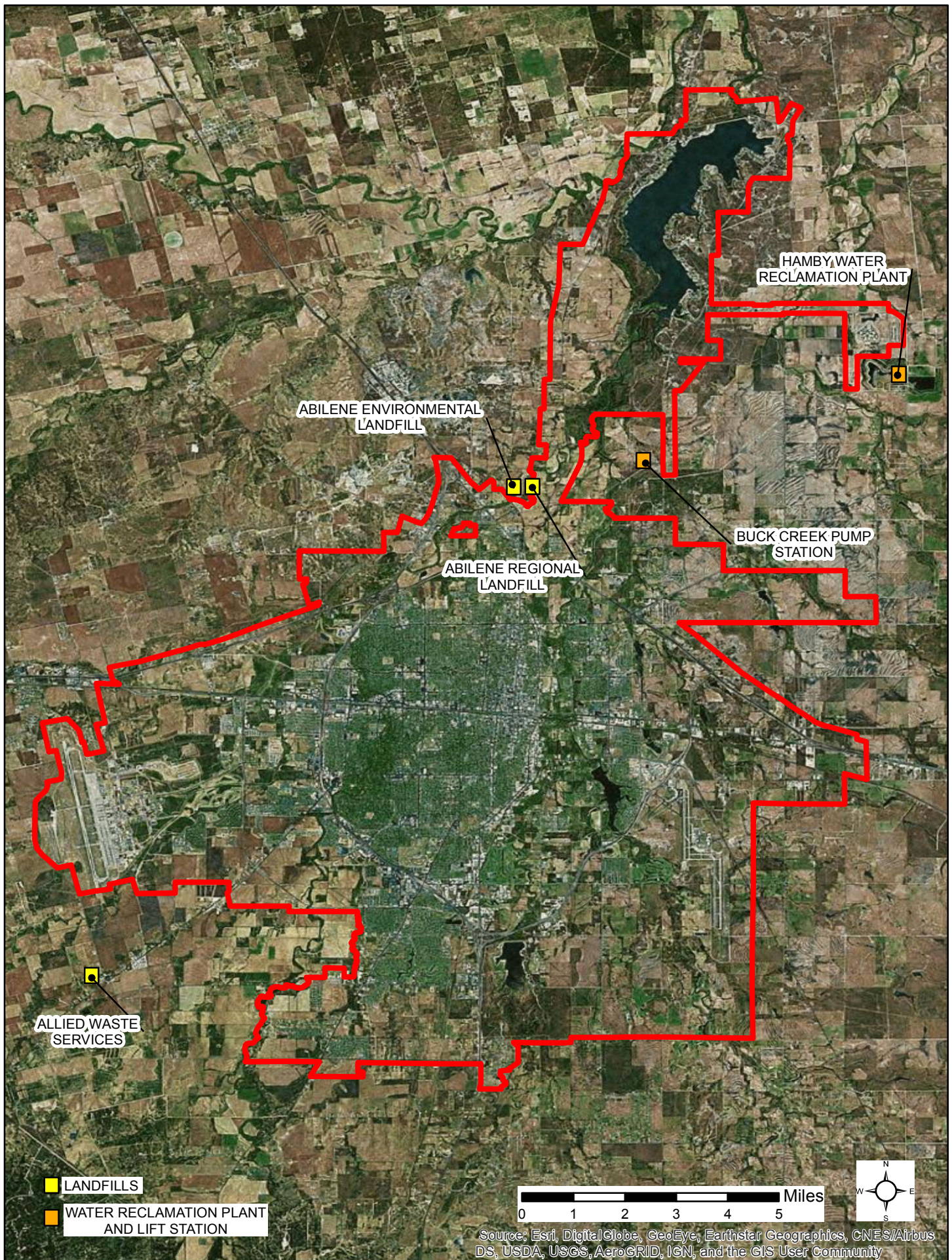


Figure 2. City of Abilene Wastewater Treatment and Landfill Facilities 11

Table 5. Cost of Discharge Volume for Septic Waste at Landfills

| Hauling Company | Landfill Discharge Price for Septic Waste (\$/ gallon) |
|----------------------------|---|
| Badger Dirt & Septic, L.C. | 0.25-0.30 |
| Hudman Plumbing & Septic | 0.21-0.25 |
| Key City Septic & Plumbing | 0.20-0.25 |
| Stinky Steve's Septic | 0.25 |

The Abilene Regional and Abilene Environmental landfills were both contacted to determine what the fees are associated with HLW disposal and provide a rough estimation of how much HLW is accepted a year. Abilene Environmental was reached and provided that the average disposal fee for haulers is between \$0.25-0.30 per gallon. The landfill could not provide an estimate of how much HLW is received a year.

1. Estimated Volume for Residential HLW

After reviewing the surveys and communicating with the haulers in the Abilene area, it is uncertain how much volume of septic and chemical toilet waste the City of Abilene could expect to receive in a month. The volume received will likely depend on Abilene's load charge relative to what the landfill charges. All the haulers expressed that they would be more inclined to discharge at the wastewater treatment plant if the load fee was comparable to that of the landfills. Abilene's load fee will depend on the costs associated with the daily operations of the HLW program, the additional personnel needed, the testing of samples, and the potential impacts to the overall treatment process of the waste. Abilene may be able to receive HLW at a competitive price relative to what the landfill currently charges. However, we found no evidence that the landfill's rates are based on their costs, meaning they generate more revenue to accept the waste than it costs them to receive and dispose of it. Further, the landfills' actual costs to operate their HLW program are likely lower than what it would cost Abilene to treat the waste. That means the landfills can lower their load charges to continue to be competitive with Abilene's price.

IV. Regulations

An important aspect of accepting haulers is to have required permitting and regulatory approvals, to ensure compliance with the federal, state, and city regulations.

A. Federal

The Environmental Protection Agency (EPA) has guidance material and regulations to control hauled wastes into publicly owned wastewater treatment plants (POTW). The EPA requires all wastewater treatment plants to develop and implement an approved pretreatment program (40 CFR 403.8(a)). Abilene has a pretreatment program ordinance in place that outlines the current policy of accepting HLW. The *Guidance Manual for the Control of Wastes Hauled to Publicly Owned Treatment Works*² recommends that a waste hauler ordinance should include sections that outline the requirements of the hauled waste permit application, hauled waste permits, general hauled waste/transporter requirements, reporting requirements, and compliance monitoring.

Each wastewater treatment plant is required to determine a designated discharge point (40 CFR 403.5(b)(8)) for HLW within the wastewater treatment plant, or within the collection system. The guidance manual states that generally the further upstream HLW is discharged, the waste is more likely to equalize and dilute, creating less chance for plant disruption and upsets.

B. State

The Texas Commission on Environmental Quality (TCEQ) requires wastewater treatment facilities to have a Texas Pollutant Discharge Elimination System permit prior to accepting any type of wastewater. The HLW portion of the TPDES permit can be added to an existing permit. However, many TPDES permits are specialized and the addition of a liquid hauled waste program could require a permit amendment.

C. City

Abilene already has an ordinance, as previously stated, but additional specifications of the HLW program need to be addressed if the City chooses to start receiving HLW. The city must have a permit program in place that will protect the wastewater treatment system, an ordinance that specifies all aspects of the program, and testing procedures outlined in order to implement a hauled waste program. Permits allow the city to receive information from haulers and generators that is essential to identify the source and type of discharged waste. The following basic information needs to be required from all waste haulers.

- Name of business
- Name of owner
- Address and phone number
- Types of waste hauled

² Office of Wastewater Management. (1999). *Guidance Manual for the Control of Wastes Hauled to Publicly Owned Treatment Works*. Washington D.C, WA: Environmental Protection Agency.

- Estimated number and volume of loads discharged per week for each waste type

It is recommended that any program develop a recordkeeping system that maintains all the received data and information, to include permits, manifests, and testing results. The state requires that manifest copies be available upon request for at least five years.

Testing and monitoring is key to reducing issues in a wastewater treatment system when HLW is accepted. Many of the comparable cities do not test each and every load, but testing is the initial component to determine if a load is acceptable and to avoid discharging unwanted pollutants into the system.

VI. Evaluation of a HLW Program

Accepting HLW into a publicly owned wastewater treatment plant can have advantages and disadvantages. Implementing a HLW waste program could be beneficial by generating a new revenue source. If Abilene establishes their load fee in a manner that exceeds their cost to operate a HLW program, the difference would be a new revenue stream that could be used wherever the water utility has needs not currently being met due to funding constraints. The magnitude of this new revenue source will depend on how much the City can charge and still remain competitive with the landfills.

A. General Cost Analysis

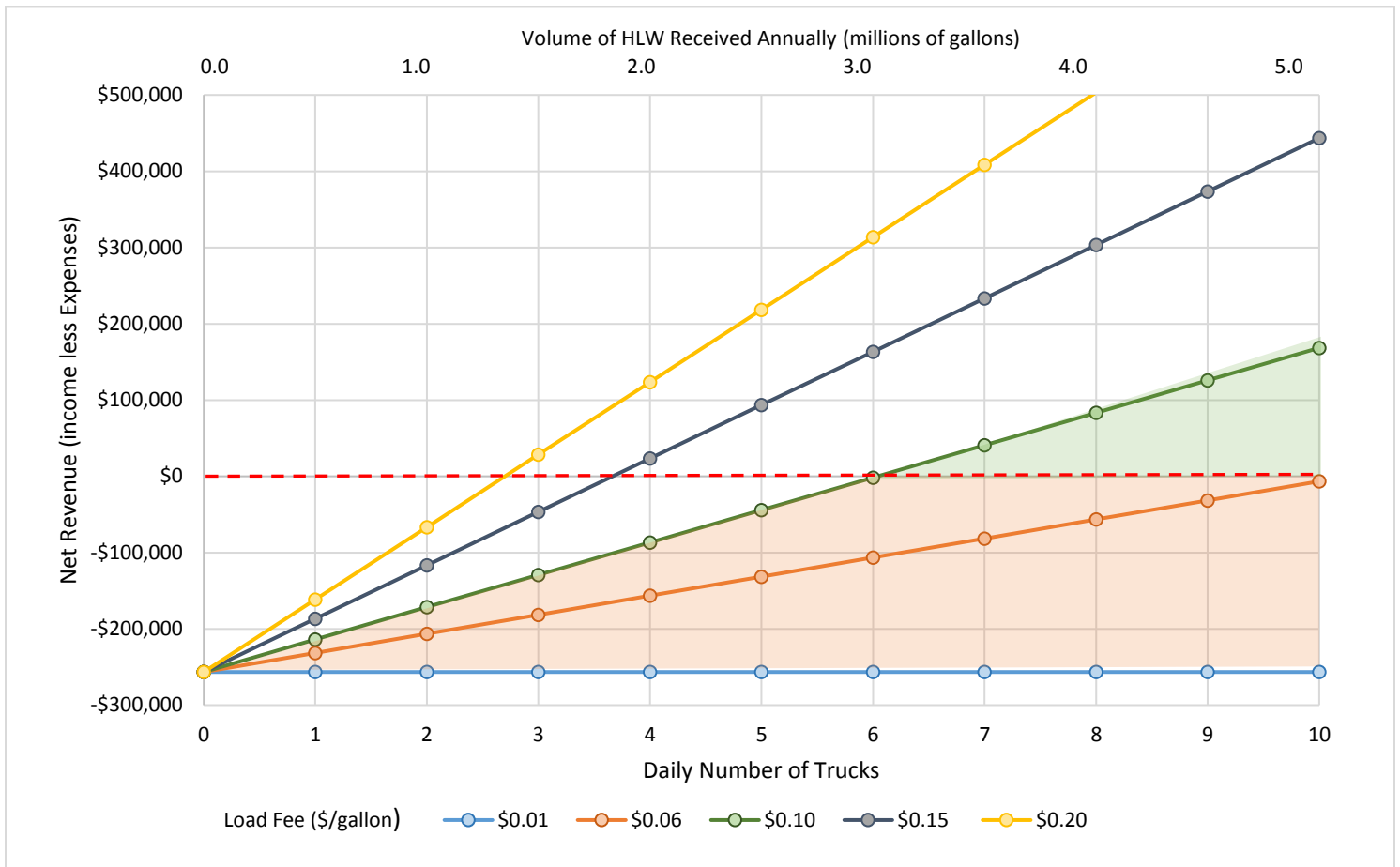
A HLW program has the potential to generate revenue to cover the costs of implementing a HLW program. The amount of revenue generated depends on load charge fee, manifest fee, and the amount of HLW accepted. The load charge fee should reflect a price that can cover the costs of testing, additional personnel, recordkeeping, and added operation and maintenance of treatment units. Figure 3 shows estimates for annual revenue possible based on the following assumptions for income and expenses associated with an HLW program in Abilene.

Assumptions:

- Income:
 - Volume Received:
 - An HLW program operates 260 days per year, and the average volume per truck equals 2,000 gallons.
 - Five different load fees are shown in Figure 3
 - Permit Fees
 - An annual permit charge of \$100/year is assessed to 14 total trucks, which is the number assumed to be operated by the six local HLW hauling companies.
- Expenses:
 - The cost to treat HLW at the Hamby WRP will be \$10/1,000 gallons, which includes added regular operation and maintenance expenses resulting from the new waste stream.
 - This amount excludes the costs associated with replacing membrane units or other equipment in the system due to increased wear or increased risk of failure due to the HLW stream.
 - Personnel expenses to oversee an HLW program total approximately \$230,000 annually, which includes:
 - Two full-time operators to monitor and test received waste and check manifests.
 - One full-time administrative staff person record-keeping, reporting and billing.
 - Fewer staff may be required, but is not recommended due to the potential risk associated with the MBR treatment system
 - Samples will be collected for laboratory testing randomly for each truck annually at a cost of \$2,000 per test, or \$28,000 per year.

- A suitable receiving point with security, load testing, and isolation capabilities does not exist at or upstream from the Buck Creek LS or Hamby WRF site. Capital expenses to construct a proper receiving facility are needed but are not included in this analysis.

Figure 3. Estimated Annual Revenue for HLW Program



The following conditions and conclusions can be made based on Figure 3.

- The highest load fee shown is \$0.20 per gallon, which is the lowest amount reported to be charged by the landfills. An Abilene HLW load fee up to this amount will be competitive with the landfills assuming the landfills do not lower their fee.
 - At this load fee, Abilene can generate a positive net revenue if it receives average loads from at least three trucks daily.
- The Abilene landfills' costs to accept HLW currently is expected to be less than the fee they currently charge. Therefore, the landfills can and will lower their fees if a lower-cost option (i.e. the Hamby WRP) becomes available to haulers.
- Assuming the landfills can lower their fees to \$0.10 per gallon and Abilene sets the same load fee for HLW:
 - The costs to haulers will be essentially the same, so the choice of which disposal option to use becomes a matter of personal preference and/or convenience for the individual hauling companies. If the Hamby WRP's "market share" is half of the total (the landfills split the other half), then approximately seven trucks would discharge HLW to the Hamby WRP.
 - Based on the expense assumptions, Abilene's HLW program would be revenue neutral if six of the seven trucks discharge at the plant once daily.

- Abilene generates a net positive revenue of approximately \$41,000 annually if seven trucks discharge daily.
- Abilene loses money on the program if less than six trucks use the Hamby facility daily to dispose of HLW.
- Abilene can charge less than \$0.10 per gallon and still generate a net positive revenue, but more trucks per day are needed. This possible range is reflected as the green shaded area in Figure 3. The orange shaded region in the figure represents the range of possibilities for combinations of load fees and trucks received daily for which Abilene's HLW program loses more money than it generates.

This evaluation does not reflect initial costs associated with establishing the program, such as:

- Personnel training
- Development of a hauler registration and permit program
- Development of a water quality sampling and analysis plan for random testing of haulers
- Development of a tracking and record keeping system
- Development of a response plan for loads accepted that potentially impact the treatment facility
- Calculating the minimum load fee to cover the program's costs
- Constructing facilities to receive HLW

The evaluation of an HLW program for Abilene is also sensitive to a few primary risks associated with the assumptions made. For instance, the "market share" of the Hamby WRP could be less than one-half, even if its load fee is the same as the landfills' fees. In that scenario, some trucks will have to dispose of waste more than once each day for the operation to break even. However, the individual surveyed from Fort Worth noted that individual truck drivers do not typically dispose more than once per day based on their observations. Another factor that could impact the evaluation is the omission of periodic costs associated with equipment disruptions, downtimes, increased maintenance and/or premature equipment failures and replacements. These costs are difficult to quantify within the scope of this report. The risks are discussed qualitatively in the following section.

B. Level of Risk Associated with HLW

Hauled liquid waste is typically more concentrated than domestic wastewater, primarily with regards to total suspended solids and Biological Oxygen Demands (BOD) concentrations. The higher solids concentrations in HLW will increase the plant's costs to treat and dispose of sludge, which is often a significant portion of a treatment facility's operations budget. High strength BOD can result in disruptions to biological treatment processes, which may require operators to make adjustments on-the-fly. Higher BOD will increase the costs associated with blower operations.

A significant risk to the treatment facility associated with HLW is accepting waste that contains unexpected and unacceptable materials that would not meet the City's pre-treatment ordinance. This risk is present for all treatment facilities, even if they do not accept HLW. However, if a customer discharges illicit material to the POTW, more time for mixing and dilution are available relative to HLW received near the plant headworks. Examples of unacceptable materials in HLW that could cause significant issues at the plant include:

- Wastes high in FOG concentrations, such as from a grease trap – can lead to equipment and membrane fouling, foaming, reduced treatment efficiency and higher operation costs,
- Inorganic or organic chemicals and metals from industrial locations – can lead to foaming, reduced treatment efficiency, sludge contamination, and higher operation costs. In extreme cases, can cause loss of plant biology leading to exceeding permit limits.
- Chemicals used in portable toilets – can lead to foaming and reduced treatment efficiency
- Household chemicals that are discharged to a septic tank, requiring it to be pumped – can lead to foaming, reduced treatment efficiency, sludge contamination, and higher operation costs. In extreme cases, can cause loss of plant biology leading to exceeding permit limits.

The MBR system has the most direct risk of failure due to the sensitivity of the membranes. According to records provided by the City from the construction of the plant, all the MBR process equipment costs an estimated \$3,000,000. These replacement costs, or partial replacement costs, plant shut downs, or permit violations associated with a process failure are not reflected in the general cost evaluation in the previous section.

Fortunately, the volume of a potentially harmful load of HLW is relatively small compared to the typical influent flowrate at the plant, reducing the risk of a major upset. These upset risks can be further reduced by enacting proper operational procedures and determining an adequate testing and accounting system to keep track of haulers. Two adequately trained personnel are recommended to operate the program and ensure measures to only accept safe loads are implemented. A third person is recommended to be dedicated to the administration of the program. However, these measures that ensure a sophisticated HLW program is in place only reduces the risks associated with receiving unacceptable materials, it does not eliminate the risks completely. Abilene's MBR treatment plant is more susceptible to these risks than a conventional plant that does not rely on membranes.

VII. Conclusions and Recommendations

The results of the telephone survey showed that most of the ten comparable cities accept HLW. Hauling companies that operate in the Abilene area indicated that they would benefit from having another disposal facility for liquid waste, but only if prices were comparable and competitive with the landfills.

A general cost analysis of a possible HLW program in Abilene shows that the operation could generate a new revenue stream that more than covers its expenses. This is true if Abilene can charge a load fee that is competitive with the current prices charged by the local landfills. However, it is expected that the landfills expenses to receive HLW are less than the rates they charge, meaning they currently operate profitable HLW operations. If true, the landfills could and would likely decrease their rates to remain competitive with a new provider such as the Abilene WRF. This significantly increases the chances that Abilene would not break even with a HLW program, and reduces the amount of net positive revenue possible. In a scenario in which a HLW operation does not generate a net positive revenue, Abilene utility customers would effectively subsidize the expenses of entities outside of Abilene's service area, and a utility rate adjustment may be necessary to cover the new expenses.

Additional risks exist for the facility that result from the possibility of accepting wastes containing undesirable materials not meeting the City's pre-treatment ordinance. These wastes can have a variety of impacts on the treatment facility, such as foaming, reduced treatment efficiency, sludge contamination, and higher operation costs. In extreme cases, it is possible that a loss of plant biology could occur that leads to exceeding the plant's permitted discharge limits. These risks may be small since the volume of a potentially harmful load of HLW is relatively minor compared to the typical influent flowrate at the plant. But these risks cannot be eliminated completely even if a sophisticated HLW administration program is implemented. Furthermore, Abilene's MBR treatment plant is more susceptible to these risks than a conventional plant that does not rely on membranes.

The only apparent benefit to Abilene to implement and operate a HLW program is the generation of a new revenue stream. Abilene would effectively enter a competitive market if it were to accept HLW, and there is no certainty that the current market rate would remain constant in that event, thereby reducing the magnitude of the potential benefit. Abilene is expected to net less than \$200,000 annually from an HLW program based on the general cost analysis performed in this study. The chances of losing money on the program appear to be higher than the chances of a net positive revenue. Due to this possibility and the additional potential risks in play, Halff recommends that Abilene not begin an HLW program at the Abilene WRF.

Appendix A



12225 Greenville Ave., Suite 200
Dallas, Texas 75243
(214) 572-2272
Fax (214) 739-0095

Hauled Liquid Waste Study

| | |
|---|--|
| Date: | 8/26/2016 |
| City: | Amarillo |
| Person of contact/Email/Phone: | Lonnie Bowen |
| | (806)378-3008 |
| Questions | Answers |
| <p><u>1. What is the total population you serve?</u></p> <p>a. What is the average daily flow of your water system? Is your water system for surface water or ground water?</p> <p>b. What is the peak flow of the water system?</p> <p>c. How many water customers to do provide services for? system?</p> <p>e. How many wastewater customers do provide services for?</p> <p>f. What is your TCEQ permitted flow?</p> <p>g. What are your TCEQ permitted constituent levels?</p> <p>h. What does your basic treatment train consist of?</p> <p>i. Do you have any reuse capabilities or contracts?</p> <p>j. Can you give an estimate for the number of residential septic systems that are active in your area.</p> <p>k. What jurisdiction handles permits for septic systems?</p> <p>l. What counties can use your services?</p> | <p>ADF = 8 MGD</p> |
| <p><u>2. Do you accept HLW? If not, where does it go?</u></p> <p>a. Are you a registered receiving facility? Did you need a permit?</p> <p>b. Do you only accept HLW from resgistered haulers? From registered generators? How do you keep track?</p> <p>c. Do you accept HLW from unregistered haulers? If so, how to you go about this process.</p> <p>d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed?</p> <p>e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler?</p> <p>f. Does the HLW need to be tested before it can be accepted?</p> <p>g. Does your facility have written ordinance for permitting haulers?</p> <p>h. Are you always notified in advanced when a hauler is in route to your facility?</p> <p>i. Do you only receive HLW from specific counties?</p> | <p>Septic and chemical toliet waste only at the POTW. Grease and grit all go to the BFI Southwest Landfill.</p> <p>Yes</p> <p>Haulers are required to obtain a COA Liquid Waste Hauler Permit</p> <p>No</p> <p>Yes no FOGs</p> <p>Haulers must be permitted with TCEQ and the City. Need manifests present.</p> <p>No</p> <p>Yes</p> <p>No</p> <p>No</p> |
| <p><u>3. What kind of HLW do you accept (ie. industrial, residential)?</u></p> | <p>Septic and chemical toliet waste only at the POTW. Grease and grit all go to the BFI Southwest Landfill.</p> |

| | |
|---|--|
| a. What are the procedures in place if a hauler brings waste that you do not accept? | Will not accept it. |
| b. Are there risks associated to accepting HLW that you have restricted? | Yes an upset of the system. |
| <u>4. When do you accept HLW?</u> | |
| a. What are your hours of operation? Saturday or Sunday hours? | 7am-5pm Monday through Friday extra costs for holidays and after hours |
| b. Do you accept HLW during peak flows? | Yes |
| <u>5. Where do you introduce HLW for disposal?</u> | at the headworks there is a 4' by 4' pit with 12" drain |
| a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system? | |
| b. What are your plant O&M procedures for the process? | Hauler must check in with one of operators on site and have manifest filled out. Then will dump at one of the two permitted spots. |
| c. What constituents tend to upset your system? What is the procedure in place to deal with these upsets, and what resources do you need? | No major upsets have happened since program initiated |
| d. What is the procedure to resume operations after upsets? | |
| <u>6. How much HLW do you accept?</u> | |
| a. How much volume? What is the most HLW you can accept? | |
| b. What is the SOP when you reach maximum capacity of HLW? | |
| <u>7. What does your receiving facility look like?</u> | |
| a. How far upstream from the plant is the influent station located? | a pit before headworks |
| <u>8. How much do you charge for accepting the HLW?</u> | |
| a. What is the framework behind how much you charge? | \$15/1000gal; disposals made after operating hours will have extra charge of \$100/load |
| b. Is there a market? | |
| c. How much does it cost you to provide this service? Is there a profit? | |
| <u>9. Do you, as the City, need a permit to discharge the effluent?</u> | rolled in the existing TCEQ permit |
| <u>10. Do you have to test the influent raw wastewater?</u> | No testing is done except occasional spot checks of vehicles standard spot check |
| a. What are you testing for? | |
| b. How often do you test? | |
| c. What is the cost to the system when testing the hauler influent? | |
| <u>11. What is the structure of the daily operations of the receiving area?</u> | |
| a. How many employees run the receiving facility? | Haulers will sign in and get manifest signed then escort themselves to the dump site |
| b. What is the O&M? | two operators are on site 24/7 but do not assist haulers in dumping |
| c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW? | Yes pay for permits which are \$50 per truck and manifest. |

| | |
|--|-------------------------|
| d. How many licensed compaines are permitted to drop off HLW to your facility? | 25-30 hauling companies |
| e. How many trucks is your facility equipped to handle at one time? | 2 |
| f. What is the average number of gallons accepted a day? | |
| g. How long does it take for the hauler to empty into your collection point? | |
| h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests? | No |

**HALFF®**

12225 Greenville Ave., Suite 200
Dallas, Texas 75243
(214) 572-2272
Fax (214) 739-0095

Hauled Liquid Waste Study

| | |
|---|--|
| Date: | 8/11/2016 |
| City: | Denton |
| Person of contact/Email/Phone: | Heather Goins |
| | (940)349-8044 |
| | heather.goins@cityofdenton.com |
| Questions | Answers |
| <p>1. <u>What is the total population you serve?</u></p> <p>a. What is the average daily flow of your water system? Is your water system for surface water or ground water?</p> <p>b. What is the peak flow of the water system?</p> <p>c. How many water customers do you provide services for?</p> <p>d. What is the average daily flow and peak flow of your wastewater system?</p> <p>e. How many wastewater customers do you provide services for?</p> <p>f. What is your TCEQ permitted flow?</p> <p>g. What are your TCEQ permitted constituent levels?</p> <p>h. What does your basic treatment train consist of?</p> <p>i. Do you have any reuse capabilities or contracts?</p> <p>j. Can you give an estimate for the number of residential septic systems that are active in your area.</p> <p>k. What jurisdiction handles permits for septic systems?</p> <p>l. What counties can use your services?</p> | <p>Peak Flow = 46 MGD</p> <p>Wastewater collection system consists of approximately 400 miles of wastewater lines. System subdivided into 4 main basins and 33 sub basins.</p> <p>21 MGD</p> <p>Headworks, Grit Removal, PC, RAS, FCs, Sand Filters, UV Disinfection, Belt Press</p> <p>Yes</p> <p>Argyle, Corinth, and Krum</p> |
| <p>2. <u>Do you accept HLW? If not, where does it go?</u></p> <p>a. Are you a registered receiving facility? Did you need a permit?</p> | <p>On-Site Sewage Facility (OSSFs) must be permitted by the City and generate no more than 5000 gal/d. Domestic septage and/or chemical toilet waste only accepted at PCWRP.</p> <p>Yes with the EPA and TNRCC</p> |

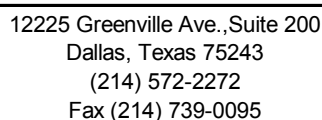
| | |
|---|--|
| <p>b. Do you only accept HLW from resgistered haulers? From registered generators? How do you keep track?</p> <p>c. Do you accept HLW from unregistered haulers? If so, how to you go about this process.</p> <p>d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed?</p> <p>e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler?</p> <p>f. Does the HLW need to be tested before it can be accepted?</p> <p>g. Does your facility have written ordinance for permitting haulers?</p> <p>h. Are you always notified in advanced when a hauler is in route to your facility?</p> <p>i. Do you only receive HLW from specific counties?</p> | <p>All Significant Industrial Users are required to obtain a discharge permit. Industrial Users and certain commerical facilities planning to discharge WW may be required to obtain an Industrial/Commerical WW Discharge Permit. Ultimately up to the Pretreatment Divison to decide if a facility will need a permit. An inspection of the facility will be done before a permit is issued. Permit is issued for three years and permits are renewable.</p> <p>No</p> <p>Wastes that are prohibited include flammable, reactive, explosive, corrosive, or radioactive substances, noxious or malodorous materials, medical or infectious wastes, solid or viscous materical which could cause obstruction to flow or operation of plants, toxic substances, non-biodegradable oils, and pollutants which result in emission of hazardous gases.</p> <p>Registered TCEQ hauler, Transport Truck Discharge permit from City, and approved trip ticket as issued by City.</p> <p>Yes</p> <p>Yes</p> <p>No</p> <p>Yes, program had been really popular in the past. Used to receive up to 16000 gal/d, now they only accept from CCN and receive up to 7000 gal/d</p> |
| <p><u>3. What kind of HLW do you accept (ie. industrial, residential)?</u></p> <p>a. What are the procedures in place if a hauler brings waste that you do not accept?</p> <p>b. Are there risks associated to accepting HLW that you have restricted?</p> | <p>Domestic septage and/or chemical toilet waste.</p> <p>Will not accept that load.</p> |
| <p><u>4. When do you accept HLW?</u></p> <p>a. What are your hours of operation? Saturday or Sunday hours?</p> <p>b. Do you accept HLW during peak flows?</p> | <p>Monday through Friday between the hours of 8am and 4pm. Not accepted on holidays. Exceptions can made by Director of City Water Utilities Department.</p> |

| | |
|---|---|
| <p><u>5. Where do you introduce HLW for disposal?</u></p> <p>a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system?</p> <p>b. What are your plant O&M procedures for the process?</p> <p>c. What constituents tend to upset your system? What is the procedure in place to deal with these upsets, and what resources do you need?</p> <p>d. What is the procedure to resume operations after upsets?</p> | <p>PCWRF right before headworks</p> <p>The employee will check in the truck, check trip ticket/manifest, and then escort the truck to the headworks.</p> |
| <p><u>6. How much HLW do you accept?</u></p> <p>a. How much volume? What is the most HLW you can accept?</p> <p>b. What is the SOP when you reach maximum capacity of HLW?</p> | <p>about 7000 gal/d</p> |
| <p><u>7. What does your receiving facility look like?</u></p> <p>a. How far upstream from the plant is the influent station located?</p> | <p>No real security, there is a gate around the plant, but it is open during business hours.</p> <p>discharge just before the headworks</p> |
| <p><u>8. How much do you charge for accepting the HLW?</u></p> <p>a. What is the framework behind how much you charge? Where is the 250 mg/L conc. coming from?</p> <p>b. What does the annual evaluation of billing rate consist of?</p> <p>c. Is there a market?</p> <p>d. How much does it cost you to provide this service? Is there a profit?</p> | <p>Facility Charge = \$5.80/bill Volume Charge = \$37.20/1000 gallons Application Fee = \$300/ year Vehicle Permit Fee = \$300/ year Manifest book of 100 = \$40</p> <p>deposit equivalent to what avg. monthly charge could be, and \$37.20/1000gal</p> <p>there really isn't a profit for the City to treat</p> |
| <p><u>9. Do you, as the City, need a permit to discharge the effluent?</u></p> | <p>included in TCEQ permit</p> |
| <p><u>10. Do you have to test the influent raw wastewater?</u></p> <p>a. What are you testing for?</p> <p>b. How often do you test?</p> <p>c. What is the cost to the system when testing the hauler influent?</p> | <p>test every truck for pH conductivity metals and the pH conductivity</p> <p>sample every truck but randomly test one for metals</p> |
| <p><u>11. What is the structure of the daily operations of the receiving area?</u></p> <p>a. How many employees run the receiving facility?</p> <p>b. What is the O&M?</p> <p>c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW?</p> <p>d. How many licensed companies are permitted to drop off HLW to your facility?</p> | <p>1</p> <p>The employee will check in the truck, check trip ticket/manifest, and then escort the truck to the headworks.</p> <p>pay for permit, manifests, and the fees associated with discharging</p> <p>all the businesses in the area who discharge will have permit. The residents (generators) of septage waste do not have permits.</p> |

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| e. How many trucks is your facility equipped to handle at one time? | 1 |
| f. What is the average number of gallons accepted a day? | 7000 |
| g. How long does it take for the hauler to empty into your collection point? | |
| h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests? | There is no special training for the employee but has been with the pretreatment program for a while. He takes care of all the permitting and the discharging at the site. |

* Staffed 24/7 and have 18 employees

* SIUs discharge 25000 gal/d or more of process WW to the POTW; contributes process WW to POTW which makes up 5% or more of avg. dry weather hydraulic capacity or organic capacity.



| | |
|--|--|
| Date: | 8/26/2016 |
| City: | Midland |
| Person of contact/Email/Phone: | Corey Moose |
| | (432)685-7466 |
| Questions | Answers |
| 1. What is the total population you serve? a. What is the average daily flow of your water system? Is your water system for surface water or ground water? b. What is the peak flow of the water system? c. How many water customers to do provide services for? d. What is the average daily flow and peak flow of your wastewater system? e. How many wastewater customers do provide services for? f. What is your TCEQ permitted flow? g. What are your TCEQ permitted consituent levels? h. What does your basic treatment train consist of? i. Do you have any reuse capabilities or contracts? j. Can you give an estimate for the number of residential septic systems that are active in your area. k. What jurisdiction handles permits for septic systems? l. What counties can use your services? | ADF = 9 MGD 21MGD |
| 2. Do you accept HLW? If not, where does it go? a. Are you a registered receiving facility? Did you need a permit? b. Do you only accept HLW from resgistered haulers? From registered generators? How do you keep track? c. Do you accept HLW from unregistered haulers? If so, how to you go about this process. d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed? e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler? f. Does the HLW need to be tested before it can be accepted? g. Does your facility have written ordinance for permitting haulers? h. Are you always notified in advanced when a hauler is in route to your facility? i. Do you only receive HLW from specific counties? | Yes mostly domestic septage Yes had to be registered with the TCEQ and with the City No No Yes No |
| 3. What kind of HLW do you accept (ie. industrial, residential)? a. What are the procedures in place if a hauler brings waste that you do not accept? b. Are there risks associated to accepting HLW that you have restricted? | Domestic septage |

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|---|--|
| <p><u>4. When do you accept HLW?</u></p> <p>a. What are your hours of operation? Saturday or Sunday hours?</p> <p>b. Do you accept HLW during peak flows?</p> | 8am-5pm Monday through Friday |
| <p><u>5. Where do you introduce HLW for disposal?</u></p> <p>a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system?</p> <p>b. What are your plant O&M procedures for the process?</p> <p>c. What constituents tend to upset your system? What is the procedure in place to deal with these upsets, and what resources do you need?</p> <p>d. What is the procedure to resume operations after upsets?</p> | Headworks |
| <p><u>6. How much HLW do you accept?</u></p> <p>a. How much volume? What is the most HLW you can accept?</p> <p>b. What is the SOP when you reach maximum capacity of HLW?</p> | |
| <p><u>7. What does your receiving facility look like?</u></p> <p>a. How far upstream from the plant is the influent station located?</p> | Headworks |
| <p><u>8. How much do you charge for accepting the HLW?</u></p> <p>a. What is the framework behind how much you charge?</p> <p>b. Is there a market?</p> <p>c. How much does it cost you to provide this service? Is there a profit?</p> | <p>\$0.30/gal of vehicles maximum capacity regardless of actual volume discharged.</p> <p>Hiked up prices when the waste started to disturb the system</p> |
| <p><u>9. Do you, as the City, need a permit to discharge the effluent?</u></p> | |
| <p><u>10. Do you have to test the influent raw wastewater?</u></p> <p>a. What are you testing for?</p> <p>b. How often do you test?</p> <p>c. What is the cost to the system when testing the hauler influent?</p> | No |
| <p><u>11. What is the structure of the daily operations of the receiving area?</u></p> <p>a. How many employees run the receiving facility?</p> <p>b. What is the O&M?</p> <p>c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW?</p> <p>d. How many licensed companies are permitted to drop off HLW to your facility?</p> <p>e. How many trucks is your facility equipped to handle at one time?</p> <p>f. What is the average number of gallons accepted a day?</p> <p>g. How long does it take for the hauler to empty into your collection point?</p> <p>h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests?</p> | |

COM used to charge \$25 flat fee to dump. Haulers would line up to dump at headworks, and would dump 10,000 at a time. Midland raised their prices to \$0.30/gal to deter haulers from dumping since the waste started to upset the digester and had foam at least once a month. Now since they raised prices, have had 5 dumps since April.

A guy in town opened up a private business and he takes the waste and screens it. Then dumps the water into the COM sewer, and takes the solids to the landfill.

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Hauled Liquid Waste Study

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| Date: | 9/2/2016 |
| City: | Lubbock |
| Person of contact/Email/Phone: | Connie Johnson (806)775-2626 |
| Questions | Answers |
| <p><u>1. What is the total population you serve?</u></p> <p>a. What is the average daily flow of your water system? Is your water system for surface water or ground water?</p> <p>b. What is the peak flow of the water system?</p> <p>c. How many water customers do you provide services for?</p> <p>d. What is the average daily flow and peak flow of your wastewater system?</p> <p>e. How many wastewater customers do you provide services for?</p> <p>f. What is your TCEQ permitted flow?</p> <p>g. What are your TCEQ permitted constituent levels?</p> <p>h. What does your basic treatment train consist of?</p> <p>i. Do you have any reuse capabilities or contracts?</p> <p>j. Can you give an estimate for the number of residential septic systems that are active in your area.</p> <p>k. What jurisdiction handles permits for septic systems?</p> <p>l. What counties can use your services?</p> | <p>ADF = 20-22 MGD</p> |
| <p><u>2. Do you accept HLW? If not, where does it go?</u></p> <p>a. Are you a registered receiving facility? Did you need a permit?</p> <p>b. Do you only accept HLW from registered haulers? From registered generators? How do you keep track?</p> <p>c. Do you accept HLW from unregistered haulers? If so, how do you go about this process.</p> <p>d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed?</p> <p>e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler?</p> <p>f. Does the HLW need to be tested before it can be accepted?</p> <p>g. Does your facility have written ordinance for permitting haulers?</p> <p>h. Are you always notified in advanced when a hauler is in route to your facility?</p> <p>i. Do you only receive HLW from specific counties?</p> | <p>Yes the transporter should be permitted by the TNRCC, the City's health department, and the City's water utilities department.</p> <p>No</p> <p>No FOGs</p> <p>Yes the transporter should be permitted by the TNRCC, the City's health department, and the City's water utilities department.</p> <p>Yes</p> <p>Yes</p> <p>No</p> <p>No</p> |

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| <p><u>3. What kind of HLW do you accept (ie. industrial, residential)?</u></p> <p>a. What are the procedures in place if a hauler brings waste that you do not accept?</p> <p>b. Are there risks associated to accepting HLW that you have restricted?</p> | <p>Septic and Chemical toilet waste but will not accept grease trap or interceptor waste, grit/sand trap waste, oil, grease, antifreeze, battery acid, any fluids or WW from vehicles or engines, and RCRA hazardous waste</p> <p>The HLW is placed in bays and if the waste is off, then the hauler will take it back</p> <p>Yes but there hasn't been upsets in a while</p> |
| <p><u>4. When do you accept HLW?</u></p> <p>a. What are your hours of operation? Saturday or Sunday hours?</p> <p>b. Do you accept HLW during peak flows?</p> | <p>Monday through Sunday 7am-5pm (emergency situations may be permitted by notifying Water Reclamation Control Room)</p> <p>Yes</p> |
| <p><u>5. Where do you introduce HLW for disposal?</u></p> <p>a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system?</p> <p>b. What are your plant O&M procedures for the process?</p> <p>c. What constituents tend to upset your system? What is the procedure in place to deal with these upsets, and what resources do you need?</p> <p>d. What is the procedure to resume operations after upsets?</p> | <p>headworks located at the Southeast Water Reclamation Plant (SEWRP)</p> <p>Hauler will check in at the office, and an operator will sign trip tickets. Hauler will then be assigned to one of the six bays (2000 gal) to dump and proceed there. The operator will also hand them a sample container that the hauler will bring back after dumping in bay. The sample has to come from the drained waste.</p> |
| <p><u>6. How much HLW do you accept?</u></p> <p>a. How much volume? What is the most HLW you can accept?</p> <p>b. What is the SOP when you reach maximum capacity of HLW?</p> | <p>No limit and varies day to day. Usually accept few 1000 gals a day</p> |
| <p><u>7. What does your receiving facility look like?</u></p> <p>a. How far upstream from the plant is the influent station located?</p> | <p>Headworks located at the Southeast Water Reclamation Plant (SEWRP)</p> |
| <p><u>8. How much do you charge for accepting the HLW?</u></p> | <p>Each truck load of 750 gallons or less will be assessed a minimum dump fee of \$35. All loads over 750 gallons will be assessed the minimum dump fee including \$0.14/100gallons</p> |

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| <p>a. What is the framework behind how much you charge?</p> <p>b. Is there a market?</p> <p>c. How much does it cost you to provide this service? Is there a profit?</p> | <p>BOD and TSS calculations and previous years cost evaluation. Surcharge is based on BOD or TSS(mg/L) Flow Volume *8.34*cost factor</p> <p>Profit because the monthly cost for haulers will include the dumping fee and the surcharge fee which will cover testing</p> |
| 9. Do you, as the City, need a permit to discharge the effluent? | |
| 10. Do you have to test the influent raw wastewater? | <p>Yes</p> <p>Will sample pH and look for sheen, FOGs and from there will be disposed of if looks good. BOD and TSS will be tested if suspected that waste is not form of accepted</p> <p>Everytime</p> |
| <p>a. What are you testing for?</p> <p>b. How often do you test?</p> <p>c. What is the cost to the system when testing the hauler influent?</p> | |
| 11. What is the structure of the daily operations of the receiving area? | <p>headworks located at the Southeast Water Reclamation Plant (SEWRP)</p> <p>1</p> <p>Hauler will check in at the office, and an operator will sign trip tickets. Hauler will then be assigned to one of the six bays to dump and proceed there. The operator will also hand them a sample container that the hauler will bring back after dumping in bay. The sample has to come from the drained waste. Video camera is installed at bays.</p> <p>Registration fee (\$50/truck/year) + trip tickets + and monthly fee based on volume dumped and surcharge</p> <p>Have about 11 hauling companies with multiple trucks.</p> <p>There are six bays but usually only 3-4 trucks at a time. The bays can hold waste, so if waste determined to be bad, haulers will come back and take it back.</p> <p>a few 1000 gal</p> <p>30 minutes to and hour based on experince of driver</p> <p>No and Yes</p> |
| <p>a. How many employees run the receiving facility?</p> <p>b. What is the O&M?</p> <p>c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW?</p> <p>d. How many licensed compaines are permitted to drop off HLW to your facility?</p> <p>e. How many trucks is your facility equipped to handle at one time?</p> <p>f. What is the average number of gallons accepted a day?</p> <p>g. How long does it take for the hauler to empty into your collection point?</p> <p>h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests?</p> | |

* Annual disposal permits cost \$50/vehicle, on-site sewage disposal system cost \$61.00, commerical septic tank emptying cost \$61, and veterans admin. loan



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 (214) 572-2272
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Hauled Liquid Waste Study

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| Date: | |
| City: | Odessa |
| Person of contact/Email/Phone: | Chasidy Franko |
| | (432)563-2107 |
| Questions | Answers |
| <p><u>1. What is the total population you serve?</u></p> <p>a. What is the average daily flow of your water system? Is your water system for surface water or ground water?</p> <p>b. What is the peak flow of the water system?</p> <p>c. How many water customers do you provide services for?</p> <p>d. What is the average daily flow and peak flow of your wastewater system?</p> <p>e. How many wastewater customers do you provide services for?</p> <p>f. What is your TCEQ permitted flow?</p> <p>g. What are your TCEQ permitted constituent levels?</p> <p>h. What does your basic treatment train consist of?</p> <p>i. Do you have any reuse capabilities or contracts?</p> <p>j. Can you give an estimate for the number of residential septic systems that are active in your area.</p> <p>k. What jurisdiction handles permits for septic systems?</p> <p>l. What counties can use your services?</p> | <p>surface or lake water</p> <p>50 MGD</p> <p>ADF = 6 MGD</p> <p>WW treated using activated sludge process, filters and disinfection.</p> <p>Yes, 3 MGD is used by a local industry for cooling tower and fire protection, and another 3 MGD is used for irrigation purposes.</p> <p>City of Odessa and Ector County</p> |
| <p><u>2. Do you accept HLW? If not, where does it go?</u></p> <p>a. Are you a registered receiving facility? Did you need a permit?</p> <p>b. Do you only accept HLW from registered haulers? From registered generators? How do you keep track?</p> <p>c. Do you accept HLW from unregistered haulers? If so, how do you go about this process.</p> <p>d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed?</p> <p>e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler?</p> <p>f. Does the HLW need to be tested before it can be accepted?</p> <p>g. Does your facility have written ordinance for permitting haulers?</p> <p>h. Are you always notified in advanced when a hauler is in route to your facility?</p> <p>i. Do you only receive HLW from specific counties?</p> | <p>The WWTP does not accept HLW. Haulers go to the landfill.</p> <p>Yes haulers of sand trap, grease trap, and septic tank waste should be registered with the City of Odessa Liquid Waste Transportation Division and the state.</p> <p>Haulers need to have permit from the City, and have TCEQ registration.</p> |

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| <p><u>3. What kind of HLW do you accept (ie. industrial, residential)?</u></p> <p>a. What are the procedures in place if a hauler brings waste that you do not accept?</p> <p>b. Are there risks associated to accepting HLW that you have restricted?</p> | <p>sand trap, grease trap, and septic tank waste?</p> |
| <p><u>4. When do you accept HLW?</u></p> <p>a. What are your hours of operation? Saturday or Sunday hours?</p> <p>b. Do you accept HLW during peak flows?</p> | <p>Landfill hours</p> |
| <p><u>5. Where do you introduce HLW for disposal?</u></p> <p>a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system?</p> <p>b. What are your plant O&M procedures for the process?</p> <p>c. What constituents tend to upset your system? What is the procedure in place to deal with these upsets, and what resources do you need?</p> <p>d. What is the procedure to resume operations after upsets?</p> | |
| <p><u>6. How much HLW do you accept?</u></p> <p>a. How much volume? What is the most HLW you can accept?</p> <p>b. What is the SOP when you reach maximum capacity of HLW?</p> | |
| <p><u>7. What does your receiving facility look like?</u></p> <p>a. How far upstream from the plant is the influent station located?</p> | |
| <p><u>8. How much do you charge for accepting the HLW?</u></p> <p>a. What is the framework behind how much you charge?</p> <p>b. Is there a market?</p> <p>c. How much does it cost you to provide this service? Is there a profit?</p> | <p>Transporter be charged a fee of \$0.02/gal as documented by the volume of waste recorded on trip ticket.</p> |
| <p><u>9. Do you, as the City, need a permit to discharge the effluent?</u></p> | |
| <p><u>10. Do you have to test the influent raw wastewater?</u></p> <p>a. What are you testing for?</p> <p>b. How often do you test?</p> <p>c. What is the cost to the system when testing the hauler influent?</p> | |
| <p><u>11. What is the structure of the daily operations of the receiving area?</u></p> <p>a. How many employees run the receiving facility?</p> <p>b. What is the O&M?</p> <p>c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW?</p> | |

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| <ul style="list-style-type: none">d. How many licensed compaines are permitted to drop off HLW to your facility?e. How many trucks is your facility equipped to handle at one time?f. What is the average number of gallons accepted a day?g. How long does it take for the hauler to empty into your collection point?h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests? | |
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Hauled Liquid Waste Study

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| Date: | 8/19/2016 |
| City: | San Angelo |
| Person of contact/Email/Phone: | Tymn Combest |
| | tymn.combest@cosatx.us |
| | (325)481-2722 |
| Questions | Answers |
| <p><u>1. What is the total population you serve?</u></p> <p>a. What is the average daily flow of your water system? Is your water system for surface water or ground water?</p> <p>b. What is the peak flow of the water system?</p> <p>c. How many water customers do you provide services for?</p> <p>d. How many water customers do you provide services for?</p> <p>e. How many wastewater customers do you provide services for?</p> <p>f. What is your TCEQ permitted flow?</p> <p>g. What are your TCEQ permitted constituent levels?</p> <p>h. What does your basic treatment train consist of?</p> <p>i. Do you have any reuse capabilities or contracts?</p> <p>j. Can you give an estimate for the number of residential septic systems that are active in your area.</p> <p>k. What jurisdiction handles permits for septic systems?</p> <p>l. What counties can use your services?</p> | <p>Maximum is about 12 MGD</p> <p>conventional activated sludge treatment</p> |
| <p><u>2. Do you accept HLW? If not, where does it go?</u></p> <p>a. Are you a registered receiving facility? Did you need a permit?</p> <p>b. Do you only accept HLW from registered haulers? From registered generators? How do you keep track?</p> <p>c. Do you accept HLW from unregistered haulers? If so, how do you go about this process.</p> <p>d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed?</p> <p>e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler?</p> <p>f. Does the HLW need to be tested before it can be accepted?</p> <p>g. Does your facility have written ordinance for permitting haulers?</p> | <p>The City doesn't accept HLW anymore. They did have a program in place about 10 years ago. Stopped accepting the waste because of the weird characteristics (grease traps, sand or gravel, and didn't where load came from). Now there is a ramp at the landfill where haulers can take the waste. The haulers are only permitted through the TCEQ.</p> |

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| <p>h. Are you always notified in advanced when a hauler is in route to your facility?</p> <p>i. Do you only receive HLW from specific counties?</p> | |
| <p><u>3. What kind of HLW do you accept (ie. industrial, residential)?</u></p> <p>a. What are the procedures in place if a hauler brings waste that you do not accept?</p> <p>b. Are there risks associated to accepting HLW that you have restricted?</p> | |
| <p><u>4. When do you accept HLW?</u></p> <p>a. What are your hours of operation? Saturday or Sunday hours?</p> <p>b. Do you accept HLW during peak flows?</p> | |
| <p><u>5. Where do you introduce HLW for disposal?</u></p> <p>a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system?</p> <p>b. What are your plant O&M procedures for the process?</p> <p>c. What constituents tend to upset your system? What is the procedure in place to deal with these upsets, and what resources do you need?</p> <p>d. What is the procedure to resume operations after upsets?</p> | |
| <p><u>6. How much HLW do you accept?</u></p> <p>a. How much volume? What is the most HLW you can accept?</p> <p>b. What is the SOP when you reach maximum capacity of HLW?</p> | |
| <p><u>7. What does your receiving facility look like?</u></p> <p>a. How far upstream from the plant is the influent station located?</p> | |
| <p><u>8. How much do you charge for accepting the HLW?</u></p> <p>a. What is the framework behind how much you charge?</p> <p>b. Is there a market?</p> <p>c. How much does it cost you to provide this service? Is there a profit?</p> | |
| <p><u>9. Do you, as the City, need a permit to discharge the effluent?</u></p> | |
| <p><u>10. Do you have to test the influent raw wastewater?</u></p> <p>a. What are you testing for?</p> <p>b. How often do you test?</p> <p>c. What is the cost to the system when testing the hauler influent?</p> | |
| <p><u>11. What is the structure of the daily operations of the receiving area?</u></p> <p>a. How many employees run the receiving facility?</p> <p>b. What is the O&M?</p> <p>c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW?</p> | |

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| <ul style="list-style-type: none">d. How many licensed compaines are permitted to drop off HLW to your facility?e. How many trucks is your facility equipped to handle at one time?f. What is the average number of gallons accepted a day?g. How long does it take for the hauler to empty into your collection point?h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests? | |
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Hauled Liquid Waste Study

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| Date: | 8/19/5016 |
| City: | Sweetwater |
| Person of contact/Email/Phone: | Eddy Campbell |
| | (325)236-6952 |
| Questions | Answers |
| <p>1. <u>What is the total population you serve?</u></p> <p>a. What is the average daily flow of your water system? Is your water system for surface water or ground water?</p> <p>b. What is the peak flow of the water system?</p> <p>c. How many water customers to do provide services for?</p> <p>d. What is the average daily flow and peak flow of your wastewater system?</p> <p>e. How many wastewater customers do provide services for?</p> <p>f. What is your TCEQ permitted flow?</p> <p>g. What are your TCEQ permitted constituent levels?</p> <p>h. What does your basic treatment train consist of?</p> <p>i. Do you have any reuse capabilities or contracts?</p> <p>j. Can you give an estimate for the number of residential septic systems that are active in your area.</p> <p>k. What jurisdiction handles permits for septic systems?</p> <p>l. What counties can use your services?</p> | |
| <p>2. <u>Do you accept HLW? If not, where does it go?</u></p> <p>a. Are you a registered receiving facility? Did you need a permit?</p> <p>b. Do you only accept HLW from resgistered haulers? From registered generators? How do you keep track?</p> <p>c. Do you accept HLW from unregistered haulers? If so, how to you go about this process.</p> <p>d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed?</p> <p>e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler?</p> <p>f. Does the HLW need to be tested before it can be accepted?</p> <p>g. Does your facility have written ordinance for permitting haulers?</p> <p>h. Are you always notified in advanced when a hauler is in route to your facility?</p> <p>i. Do you only receive HLW from specific counties?</p> | <p>The City does not accept HLW. It is hauled to a different location. Don't want the HLW going into their system.</p> |

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| <p><u>3. What kind of HLW do you accept (ie. industrial, residential)?</u></p> <p>a. What are the procedures in place if a hauler brings waste that you do not accept?</p> <p>b. Are there risks associated to accepting HLW that you have restricted?</p> | |
| <p><u>4. When do you accept HLW?</u></p> <p>a. What are your hours of operation? Saturday or Sunday hours?</p> <p>b. Do you accept HLW during peak flows?</p> | |
| <p><u>5. Where do you introduce HLW for disposal?</u></p> <p>a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system?</p> <p>b. What are your plant O&M procedures for the process? procedure in place to deal with these upsets, and what resources do you need?</p> <p>d. What is the procedure to resume operations after upsets?</p> | |
| <p><u>6. How much HLW do you accept?</u></p> <p>a. How much volume? What is the most HLW you can accept?</p> <p>b. What is the SOP when you reach maximum capacity of HLW?</p> | |
| <p><u>7. What does your receiving facility look like?</u></p> <p>a. How far upstream from the plant is the influent station located?</p> | |
| <p><u>8. How much do you charge for accepting the HLW?</u></p> <p>a. What is the framework behind how much you charge?</p> <p>b. Is there a market?</p> <p>c. How much does it cost you to provide this service? Is there a profit?</p> | |
| <p><u>9. Do you, as the City, need a permit to discharge the effluent?</u></p> | |
| <p><u>10. Do you have to test the influent raw wastewater?</u></p> <p>a. What are you testing for?</p> <p>b. How often do you test?</p> <p>c. What is the cost to the system when testing the hauler influent?</p> | |
| <p><u>11. What is the structure of the daily operations of the receiving area?</u></p> <p>a. How many employees run the receiving facility?</p> <p>b. What is the O&M?</p> | |

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| <ul style="list-style-type: none">c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW?d. How many licensed compaines are permitted to drop off HLW to your facility?e. How many trucks is your facility equipped to handle at one time?f. What is the average number of gallons accepted a day?g. How long does it take for the hauler to empty into your collection point?h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests? | |
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 (214) 572-2272
 Fax (214) 739-0095

Hauled Liquid Waste Study

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|---|---|
| Date: | 9/2/2016 |
| City: | Waco |
| Person of contact/Email/Phone: | Mistie Gonzales |
| | (254)299-2450 |
| Questions | Answers |
| <p><u>1. What is the total population you serve?</u></p> <p>a. What is the average daily flow of your water system? Is your water system for surface water or ground water?</p> <p>b. What is the peak flow of the water system?</p> <p>c. How many water customers to do provide services for?</p> <p>d. What is the average daily flow and peak flow of your wastewater system?</p> <p>e. How many wastewater customers do provide services for?</p> <p>f. What is your TCEQ permitted flow?</p> <p>g. What are your TCEQ permitted consituent levels?</p> <p>h. What does your basic treatment train consist of?</p> <p>i. Do you have any reuse capabilities or contracts?</p> <p>j. Can you give an estimate for the number of residential septic systems that are active in your area.</p> <p>k. What jurisdiction handles permits for septic systems?</p> <p>l. What counties can use your services?</p> | <p>Over 37,300 sewer connections and 800 miles</p> |
| <p><u>2. Do you accept HLW? If not, where does it go?</u></p> <p>a. Are you a registered receiving facility? Did you need a permit?</p> <p>b. Do you only accept HLW from resgistered haulers? From registered generators? How do you keep track?</p> <p>c. Do you accept HLW from unregistered haulers? If so, how to you go about this process.</p> <p>d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed?</p> <p>e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler?</p> <p>f. Does the HLW need to be tested before it can be accepted?</p> <p>g. Does your facility have written ordinance for permitting haulers?</p> <p>h. Are you always notified in advanced when a hauler is in route to your facility?</p> | <p>Waco Metrooolitan Area Regional Sewerage System (WMARSS) but where discharge?</p> <p style="text-align: center;">Yes with the TCEQ</p> <p>Yes and they have folders for each regular hauler. Will not not accept waste from unregistered haulers.</p> <p style="text-align: center;">No will tell them to go somewhere else</p> <p>Will accept septage and some high strength waste from local industries but no grit trap</p> <p style="text-align: center;">Need to have registered documents and manifests.</p> <p>Yes a sample will be taken for a pH and visual test</p> <p style="text-align: center;">Yes</p> <p style="text-align: center;">No</p> |

| | |
|--|--|
| i. Do you only receive HLW from specific counties? | Will only accept waste from registered haulers, doesn't matter where waste came from. Has to meet TCEQ requirements for how long waste is stored in trucks |
| <u>3. What kind of HLW do you accept (ie. industrial, residential)?</u> a. What are the procedures in place if a hauler brings waste that you do not accept? b. Are there risks associated to accepting HLW that you have restricted? | Will send them to another facility Yes |
| <u>4. When do you accept HLW?</u> a. What are your hours of operation? Saturday or Sunday hours? b. Do you accept HLW during peak flows? | 7am-6pm Monday through Friday and Weekends for permitted industries Yes |
| <u>5. Where do you introduce HLW for disposal?</u> a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system? b. What are your plant O&M procedures for the process? c. What constituents tend to upset your system? What is the procedure in place to deal with these upsets, and what resources do you need? d. What is the procedure to resume operations after upsets? | High strength waste is introduced to huge tank by digestors while septic waste is introduced to tank on opposite side of plant to avoid confusion Hauler will check in with operator and provide sample. Manifests will be signed and then hauler will be able to go to tank and hook up. |
| <u>6. How much HLW do you accept?</u> a. How much volume? What is the most HLW you can accept? b. What is the SOP when you reach maximum capacity of HLW? | |
| <u>7. What does your receiving facility look like?</u> a. How far upstream from the plant is the influent station located? | Two separate tanks for septic and high strength with a hookup for the truck high strength by digestors and septic opposite side of plant |
| <u>8. How much do you charge for accepting the HLW?</u> a. What is the framework behind how much you charge? b. Is there a market? c. How much does it cost you to provide this service? Is there a profit? | |
| <u>9. Do you, as the City, need a permit to discharge the effluent?</u> | Rolled in with TDPES |
| <u>10. Do you have to test the influent raw wastewater?</u> a. What are you testing for? | Yes will sample every load suspicious |

| | |
|---|---|
| <p>b. How often do you test?</p> <p>c. What is the cost to the system when testing the hauler influent?</p> | <p>Every time truck comes in</p> |
| <p><u>11. What is the structure of the daily operations of the receiving area?</u></p> <p>a. How many employees run the receiving facility?</p> <p>b. What is the O&M?</p> <p>c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW?</p> <p>d. How many licensed compaines are permitted to drop off HLW to your facility?</p> <p>e. How many trucks is your facility equipped to handle at one time?</p> <p>f. What is the average number of gallons accepted a day?</p> <p>g. How long does it take for the hauler to empty into your collection point?</p> <p>h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests?</p> | <p>2 with special traning for checking permits and manifests</p> <p>Hauler will check in with operator and provide sample. Manifests will be signed and then hauler will be able to go to tank and hook up.</p> <p>One at each tank</p> <p>It varies</p> <p>Yes</p> |

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Hauled Liquid Waste Study

| | |
|--|---|
| Date: | 8/19/2016 |
| City: | Wichita Falls |
| Person of contact/Email/Phone: | Charles McDonald |
| | (940)761-7832 |
| Questions | Answers |
| <p><u>1. What is the total population you serve?</u></p> <p>a. What is the average daily flow of your water system? Is your water system for surface water or ground water? b. What is the peak flow of the water system? c. How many water customers do you provide services for? d. What is the average daily flow and peak flow of your wastewater system? e. How many wastewater customers do you provide services for? f. What is your TCEQ permitted flow? g. What are your TCEQ permitted constituent levels? h. What does your basic treatment train consist of? i. Do you have any reuse capabilities or contracts? j. Can you give an estimate for the number of residential septic systems that are active in your area. k. What jurisdiction handles permits for septic systems? l. What counties can use your services?</p> | <p>maximum is 19 MGD but with the drought receiving about 10 MGD</p> <p>All over as long as have manifest and are permitted with Wichita Falls</p> |
| <p><u>2. Do you accept HLW? If not, where does it go?</u></p> <p>a. Are you a registered receiving facility? Did you need a permit? b. Do you only accept HLW from registered haulers? From registered generators? How do you keep track? c. Do you accept HLW from unregistered haulers? If so, how do you go about this process. d. Do you have any restrictions on accepting the HLW? If so, can you specify? Are FOG allowed? e. What kind of paperwork do you need to accept waste from haulers? Manifests? Do you always check the vehicle sticker and TCEQ registration for the hauler? f. Does the HLW need to be tested before it can be accepted? g. Does your facility have written ordinance for permitting haulers?</p> | <p>Yes septic waste at WWTP and have grease and grit trap program</p> <p>Yes need to be permitted through the City</p> <p>No</p> <p>Need to have TCEQ and City permits, and manifests</p> <p>No but samples are done randomly about one a year</p> <p>Yes</p> |

| | |
|---|---|
| h. Are you always notified in advanced when a hauler is in route to your facility? | No |
| i. Do you only receive HLW from specific counties? | No |
| <u>3. What kind of HLW do you accept (ie. industrial, residential)?</u> | Septic and chemical toilet waste at the WWTP The hauler will check in and present manifest. Then employee will escort to dump site. |
| a. What are the procedures in place if a hauler brings waste that you do not accept? | |
| b. Are there risks associated to accepting HLW that you have restricted? | |
| <u>4. When do you accept HLW?</u> | |
| a. What are your hours of operation? Saturday or Sunday hours? | Monday through Friday 8am-5pm They accept HLW during business hours unless pumps are being worked on at headworks. |
| b. Do you accept HLW during peak flows? | |
| <u>5. Where do you introduce HLW for disposal?</u> | The HLW is introduced at the headworks through the central garage. To find out who dumped that day, and figure out was in the load ASAP. The hauler will check in and present manifest. Then employee will escort to dump site. |
| a. Do you have a set SOP to accommodate for the changes when HLW is introduced into your system? | |
| b. What are your plant O&M procedures for the process? | |
| c. What constituents tend to upset your system? What is the procedure in place to deal with these upsets, and what resources do you need? | |
| d. What is the procedure to resume operations after upsets? | |
| <u>6. How much HLW do you accept?</u> | |
| a. How much volume? What is the most HLW you can accept? | 3000-5000 gal/d but is not their capacity |
| b. What is the SOP when you reach maximum capacity of HLW? | N/A |
| <u>7. What does your receiving facility look like?</u> | |
| a. How far upstream from the plant is the influent station located? | trough that opens up and the haulers dump located at the headworks |
| <u>8. How much do you charge for accepting the HLW?</u> | \$150 per truck for permit and \$0.08/gal from Wichita Falls and \$0.16/gal from outside The costs associated with treatment and permitting even out with the profits from hauling |
| a. What is the framework behind how much you charge? | |
| b. Is there a market? | |
| c. How much does it cost you to provide this service? Is there a profit? | |
| <u>9. Do you, as the City, need a permit to discharge the effluent?</u> | |
| <u>10. Do you have to test the influent raw wastewater?</u> | sample if they notice something wrong with influent or at least randomly once a year |

| | |
|---|--|
| <p>a. What are you testing for?</p> <p>b. How often do you test?</p> <p>c. What is the cost to the system when testing the hauler influent?</p> | <p>BOD, TSS, Flashpoint, BTEX</p> <p>once a year</p> <p>about \$200</p> |
| <p><u>11. What is the structure of the daily operations of the receiving area?</u></p> <p>a. How many employees run the receiving facility?</p> <p>b. What is the O&M?</p> <p>c. Are there fees that haulers pay annually to you? Are there any annual costs for permitting for a hauler? Are there any extra charges for volume of LW?</p> <p>d. How many licensed compaines are permitted to drop off HLW to your facility?</p> <p>e. How many trucks is your facility equipped to handle at one time?</p> <p>f. What is the average number of gallons accepted a day?</p> <p>g. How long does it take for the hauler to empty into your collection point?</p> <p>h. Do your employees need special training to accept the liquid waste? Are they allowed to sign trip tickets/manifests?</p> | <p>all employees at the WWTP can check in haulers</p> <p>The hauler will check in and present manifest. Then employee will escort to dump site.</p> <p>Yes</p> <p>One</p> <p>3000-5000 gal/d</p> <p>15-20 minutes</p> <p>No but all employess have WWT license either C or D</p> |

* had to incorporate the program or would have been fined by the EPA because the plant was surging too much

* if haulers dump and then that day an upset occurs, they have to notify the plant within 3 days what they were hauling or in violation of permit

Appendix B

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Hauled Liquid Waste Study

| | |
|---|--|
| Date: | 9/20/2016 |
| Waste Hauler Company: | Badger Dirt & Septic L.C. |
| Person of contact/Email/Phone: | Alan Lovelace (325)669-8181 |
| Questions | Answer |
| 1. Where do you take your hauled liquid waste | Abilene Regional Landfill or Abilene Environmental |
| 2. Are you registered with that facility or City? TCEQ? | Yes with TCEQ, but do not have to be registered with the landfill. All the landfill will need is a copy of the manifest, and then at the end of each year, hauler will send in a report to TCEQ outlining total amount hauled and what it was. |
| 3. Would your business benefit from having a receiving facility in Abilene? | Only if prices were competitive. Badger has been doing business with landfill for a long time. |
| 4. What are you paying now to dispose of the | About \$0.25-0.30/gallon |
| 5. How many trucks does your business run? What | 1 2000 gallon truck |
| 6. Are all your clients in Abilene or do you service | No will travel about a 50 mile radius |
| 7. What do your batch consistencies usually look | |
| 8. What services do you provide? | Septic installs is the main business but will occasionally pump septic, grease, and grit waste |
| 9. What do you charge for your services? | |

Additional Comments:

Septic, grease, and grit pumping is not the main aspect of the company. Badger can go without hauling any liquid waste.



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Hauled Liquid Waste Study

| | |
|---|---|
| Date: | 9/14/2016 |
| Waste Hauler Company: | Hudman Plumbing & Septic |
| Person of contact/Email/Phone: | Mike mike@hudmanplumbing.com (325)338-8542 |
| Questions | Answer |
| 1. Where do you take your hauled liquid waste right now? | Abilene Regional Landfill and Abilene Environmental Landfill The hours of operation are Monday-Friday 7am-5:30pm. |
| 2. Are you registered with that facility or City? TCEQ? | They are registered with the TCEQ. |
| 3. Would your business benefit from having a receiving facility in Abilene? | It would depend on the cost. |
| 4. What are you paying now to dispose of the HLW? | for septic \$0.21-0.25/gallon and for grit \$0.25-0.65/gallon |
| 5. How many trucks does your business run? What | 2 2000 gallon trucks |
| 6. Are all your clients in Abilene or do you service other cities? | No will service anywhere, but goes to San Angelo a lot |
| 7. What do your batch consistencies usually look like? | Normal no inconsistencies |
| 8. What services do you provide? | Septic Plumbing, Septic Cleaning, Septic Repair, Septic Installation, and Aerobic Septic Installation, repair and maintenance |
| 9. What do you charge for your services? | |



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Hauled Liquid Waste Study

| | |
|---|---|
| Date: | 9/14/2016 |
| Waste Hauler Company: | Key City Septic & Plumbing |
| Person of contact/Email/Phone: | Carl (325)268-0510 |
| Questions | Answer |
| 1. Where do you take your hauled liquid waste | Abilene Regional Landfill and Abilene Environmental Landfill |
| 2. Are you registered with that facility or City? | Yes |
| 3. Would your business benefit from having a receiving facility in Abilene? | It depends on what the wastewater treatment plant would accept. If there was one spot where they could get rid of everything, then yes. |
| 4. What are you paying now to dispose of the | \$0.20-0.25/gallon of septic |
| 5. How many trucks does your buisness run? What | 2 trucks that vary in size |
| 6. Are all your clients in Abilene or do you service other cities? | No but they do charge by the hour, so if a site is two hours away, the customer will be charged for two hours of travel |
| 7. What do your batch consistencies usually look | |
| 8. What services do you provide? | Plumbing for commerical and residential, and pumping of residential grease, grit and septic tanks |
| 9. What do you charge for your services? | \$285 for 500 gallon tank |

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| | |
|---|---|
| Date: | 9/14/2016 |
| Waste Hauler Company: | Stinky Steve's Septic & Grease |
| Person of contact/Email/Phone: | Steve Savage (325)201-4100 |
| Questions | Answer |
| 1. Where do you take your hauled liquid waste right now? | Abilene Regional Landfill and Abilene Environmental Landfill |
| 2. Are you registered with that facility or City? | With the TCEQ, landfills, and some smaller municipalities |
| 3. Would your business benefit from having a receiving facility in Abilene? | Yes if the cost was fair and comparable |
| 4. What are you paying now to dispose of the HLW? | \$0.25/ gallon of septic |
| 5. How many trucks does your buisness run? What size? | 4 trucks consisting of 3 vacuum and 1 for sewer main (2000 gal, 2-1800 gal, and 4000 gal) |
| 6. Are all your clients in Abilene or do you service | usually stay within a 30 miles radius of Abilene |
| 7. What do your batch consistencies usually look like? | Normal, but when it rains a lot (3"- 4") the loads will be mostly rain water |
| 8. What services do you provide? | Septic tank cleaning and pumping |
| 9. What do you charge for your services? | \$275 for 500 gallon tank and all the haulers in the area should be about the same |

Additional Comments:

In 2012, Steve starting pushing for the wastewater treatment plant to accept hauled liquid waste again. The landfills do not charge the same rates for each hauler, it depends on how frequently you bring waste to them. They also charge a different rate for grease, grit, sand trap, septic, etc. even though it all gets dumped in same spot. No additonal treatment is being done to these different wastes. Usually a hauler will have to get approved to dump at the landfill through TCEQ. On a good day, Steve will dump about 5000 gallons of septic a day which is a fairly minor additon when you look at Abilene's average wastewater flow. Companies like IMC and Liquid Environmental our beating the prices of the hometown haulers because they do not have to go to the landfill to dispose of their waste. They treat their waste in house. Steve charges about \$275 for a 500 gallon tank which comes out to about \$0.55 per a gallon. When you factor in mileage, manpower, and disposal fee of the landfill, it cuts into profit.

Appendix C

NON-HAZARDOUS WASTE MANIFEST

| | | | | | | | | | |
|---|--|--|---------------------|--|--|--|-----------------------|-----|----------------------|
| 1. Generator's US EPA ID Number | | | | | | | | | |
| 2. Generator's Name and Mailing | | | | | | | | | |
| 3. Generator's Phone | | | | | () | | | | |
| 4. Transporter Company Name | | | 5. US EPA ID Number | | 6. Transporter's Phone | | | | |
| 7. Designated Facility Name and Site Address | | | 8. US EPA ID Number | | 9. Facility's Phone | | | | |
| 10. Waste Shipping Name and Description | | | | | 11. Containers No. Type | | 12. Total Quantity | | 13. Unit Wt./Vol. |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 14. Additional Descriptions for Materials Listed Above | | | | | 15. Handling Codes for Wastes Listed Above | | | | |
| | | | | | | | | | |
| 16. Special Handling Instructions and Additional Information | | | | | | | | | |
| | | | | | | | | | |
| 17. Printed/Typed Name of Generator | | | | | Signature | | Month | Day | Year |
| | | | | | | | | | |
| 18. Transporter Acknowledgment of Receipt of Materials | | | | | | | | | |
| Printed/Typed Name | | | | | Signature | | Month | Day | Year |
| | | | | | | | | | |
| 19. Discrepancy Indication Space | | | | | | | | | |
| | | | | | | | | | |
| 20. Facility Owner or Operator : Certification of receipt of waste materials covered by this manifest except as noted in Item 19. | | | | | | | | | |
| Printed/Typed Name | | | | | | | Month | Day | Year |
| | | | | | | | | | |

Discussion Item: Program to Receive Hauled Liquid Waste at the Hamby Water Reclamation Facility

February 23, 2017



1. Description of Hauled Liquid Wastes
2. History of HLW in Abilene
3. Abilene's Current Practices
4. Local Market Quantities and Disposal Facilities
5. Staff Evaluation for Implementing a HLW Program
6. Independent Evaluation for Abilene Implementing a HLW Program
7. Discussion



Description of Hauled Liquid Wastes (HLW)

| Transportation of HLW regulated by the TCEQ: 30 TAC Chapter 312 | | |
|---|--------------------|---------------------------------|
| TCEQ-TYPES OF HAULED LIQUID WASTES | ACCEPT OR | |
| | CONSIDER ACCEPTING | COMMENTS |
| Septic Tank Waste (DS) | YES | Domestic, non-Industrial only |
| Chemical Toilet Waste (CT) | YES | Portable Toilet Companies |
| Grease Trap Waste (GS) | NO | Landfill |
| Grit Trap Waste (GT) | NO | Landfill |
| Sewage Sludge (WW) | NO | Landfill, Surface Disposal Unit |
| Water Supply Treatment Plant Sludge (WT) | NO | Landfill, Monofill |



Description of Hauled Liquid Wastes (HLW)

| Parameter | Concentration (mg/L) | | |
|-------------------------------|-----------------------|-----------------------|--------------------|
| | Domestic Septage (DS) | Portable Toilet Waste | Abilene Wastewater |
| Total Suspended Solids (TSS) | 12,862 | 7,585 | 207 |
| Biochemical Oxygen Demand BOD | 6,480 | 10,935 | 156 |

- TSS and BOD are significantly higher in Domestic Septage and Portable Toilet Waste.
- TSS is all of the particles suspended in the sewage that must be removed.
- BOD is how much oxygen is consumed to break down organics.



History of HLW in Abilene

- Until 1992 Abilene accepted HLW.
 - Receiving facility was at the Buck Creek Pump Station (BCPS)
 - No GT, GS, WT, WW
- HLW Program discontinued in 1992
 - Received HLW resulted in regular problems with screening equipment
 - Staffing of Buck Creek Pump Station reduced
- Exception made to continue accepting certain low-risk liquid wastes.
 - Two local companies permitted for remote discharge points for CT.
 - One local company permitted for disposal of landfill condensate/leachate at BCPS



Abilene's Current Practices

- At present portable toilet waste is accepted from 2 local businesses
 - It is assumed that portable toilet waste is relatively low risk.
 - City staff is required by permit to regularly observe these remote discharges.
 - Remote sites on private property requires honor system for compliance.
- At present Landfill leachate/Condensate from Abilene Landfill IS NOT accepted
 - The last discharge of leachate/condensate was received in February 2016.
 - Operational improvements at the landfill eliminated the need for offsite disposal.
 - As of February 2017 the two parties mutually agreed to discontinue this permit.
- Abilene DOES NOT accept any other HLW



Local Market Quantities and Disposal Facilities

| Annual Gallons of Hauled Liquid Waste by Each Listed Transporter | | | | | | |
|--|---------|---------|---------|---------|---------|-----------|
| AREA REGISTERED TRANSPORTERS | 2012 | 2013 | 2014 | 2015 | 2016 | Totals |
| Sutton Septic Service | 33,076 | 34,848 | 40,260 | 48,010 | 864,982 | 1,021,176 |
| Key City Septic Service | 213,070 | 173,245 | 154,845 | 206,465 | 249,619 | 997,244 |
| Stinky Steves Septic and Grease | 153,650 | 148,800 | 73,050 | 167,460 | 237,600 | 780,560 |
| Can-Doo Budget Rentals | 0 | 332,000 | 273,000 | 42,500 | 93,370 | 740,870 |
| Badger Dirt & Septic | 111,675 | 74,450 | 42,000 | 26,500 | 169,475 | 424,100 |
| Clarks Pumping Service | 58,950 | 67,000 | 73,000 | 38,500 | 66,400 | 303,850 |
| Hudman Plumbing and Septic | 19,200 | 38,500 | 49,800 | 50,150 | 50,600 | 208,250 |
| Port-O-Fresh Toilets | 0 | 8,800 | 58,600 | 64,700 | 58,520 | 190,620 |
| Tinys Septic Tank Service | 2,600 | 2,300 | 1,500 | 8,600 | 10,700 | 25,700 |
| Double R Plumbing | 0 | 0 | 0 | 0 | 11,000 | 11,000 |
| Big Country Portables | 0 | 0 | 5,450 | 280 | 0 | 5,730 |
| Affordable Septic & Grease Pumping | 0 | 0 | 0 | 0 | 3,400 | 3,400 |
| Elite Site Services | 0 | 636 | 0 | 0 | 0 | 636 |



Local Market Quantities and Disposal Facilities

| Annual Gallons of Hauled Liquid Waste Received at Each Listed Facility | | | | | |
|--|---------|---------|---------|---------|-----------|
| Area Receiving Facilities | 2012 | 2013 | 2014 | 2015 | 2016 |
| ABILENE LANDFILL | 218,101 | 206,123 | 222,015 | 276,105 | 1,326,657 |
| ABILENE HAMBY WWTP | 53,320 | 303,970 | 287,890 | 67,070 | 121,731 |
| MERKEL WWTP | 138,675 | 192,350 | 89,750 | 101,000 | 0 |
| ANSON WWTP | 5,000 | 5,250 | 5,450 | 80,440 | 215,900 |
| SWEETWATER WWTP | 57,350 | 65,800 | 71,700 | 38,400 | 48,400 |
| HAMLIN WWTP | 0 | 10,050 | 61,600 | 64,700 | 58,520 |
| ABILENE ENVIRONMENTAL LF | 119,775 | 25,036 | 20,100 | 10,950 | 15,950 |
| SAN ANGELO WWTP | 0 | 72,000 | 13,000 | 14,500 | 0 |
| DS RECYCLING | 0 | 0 | 0 | 0 | 25,108 |
| ANSON LANDFILL | 0 | 0 | 0 | 0 | 3,400 |
| Annual Totals | 592,221 | 880,579 | 771,505 | 653,165 | 1,815,666 |



Staff Evaluation for Implementing a HLW Program

- The TCEQ classifies HLW as separate and unique from typical municipal wastewater.
 - Both the EPA and the TCEQ acknowledge that HLW increases the risk to the WWTP.
 - Regulations and Industrial Waste Ordinance require specific procedures and practices for transporters and receiving facilities.
 - Wastewater treatment plants must designate a specific location if receiving HLW.
 - Receiver must monitor the discharges of HLW to detect unacceptable characteristics and to verify manifest descriptions.
 - Transporter must use manifest system to fully document its transport activities.



Staff Evaluation for Implementing a HLW Program

IF ABILENE IS TO IMPLEMENT A HAULED LIQUID WASTE PROGRAM:

- City staff to develop supporting ordinance and SOP's
- Each Transporter must be registered with the City of Abilene.
- Choice of locations for receiving station is Hamby WRF or BCPS.
- Receiving facility should consist of at least three isolation basins.
- New staff required for fixed hours of operation of receiving station.
- City staff shall review manifests, observe discharges, & accept/reject each load.
- Staff performs pH test, smell and visual observations for each load.
- Occasional routine and random sample analysis for organics and metals.
- City reserves the right to reject any load of HLW.



Staff Evaluation for Implementing a HLW Program

| ITEM | NOTES | ANNUAL COSTS |
|----------------|------------------------------------|------------------|
| HLW Facility | Initial Capital \$1.05M, 20yr debt | \$79,000 |
| Labor | 2 new operator positions X 1.4 | \$92,240 |
| Lab Work | Sample analysis | \$10,000 |
| Administrative | Printing, billing, software, misc. | \$1,500 |
| O&M | Haul solids, O&M | \$1,500 |
| | COSTS / YEAR | \$184,240 |

| ITEMS | ANNUAL REVENUE |
|-----------------------|---------------------|
| Gallons / Year | 717,140 |
| Gallons / Month | 59,762 |
| Loads / Month | 88 |
| Price / gallon | \$0.26 |
| Revenue / Month | \$15,538 |
| Revenue / Year | \$186,456.27 |

1. Abilene would construct a new receiving facility with at least 3 isolation basins at BCPS.
2. Two new positions would be added to the WWTP staff to support “fixed hours of operations”.
3. Assumes Abilene would capture the market resulting in the lowest pricing rate per gallon.



Staff Evaluation for Implementing a HLW Program

City Staff Conclusions:

- A HLW Program would likely need to be subsidized by Rate Payers.
- Transporters already have several disposal options in the area.
- The City would begin competing against local private landfills.
- Significant capital investment for new receiving facility.
- Additional staff required to provide “fixed-hours of operations”.
- A well developed program would lessen real and significant risk factors:
 - Damaging sensitive filtering and RO treatment membranes
 - Plant upsets & contamination resulting in potential permit violations.
 - Impacts on Indirect Potable Reuse System discharges into Lake Fort Phantom Hill.



Independent Evaluation for Abilene Implementing a HLW Program

- Halff Associates of Dallas, TX selected for Independent Evaluation
- Texas Licensed Professional Engineer performed the following:
 - Independent evaluation of Abilene's wastewater facilities
 - Survey of 11 other Cities in the greater Region
 - Discussion of potential impacts of implementing the HLW program.
 - Provided the City with a written Technical Memo with Recommendation.
- Halff's recommendation to Abilene: Do Not Accept HLW
 - In competitive market revenue not likely to cover costs of program.
 - Increased risk of damaging treatment process membranes.



City Council Briefing of Liquid Waste Evaluation Study

Tim Lackey, PE, RPLS
Emily Myers, EIT

2/23/2017



PROJECT PURPOSE

- Determine potential of a hauled liquid waste (HLW) receiving station at Hamby WWTP and/or Buck Creek LS
 - HLW is defined as domestic septage and portable toilet waste
 - Does not include grit, grease, oils, petroleum, etc.



TELEPHONE SURVEY

- Collect research on ten comparable cities who either do accept HLW at the wastewater treatment plant or do not.
- Results of telephone survey answers are found in appendices of report.



TEN COMPARABLE CITIES

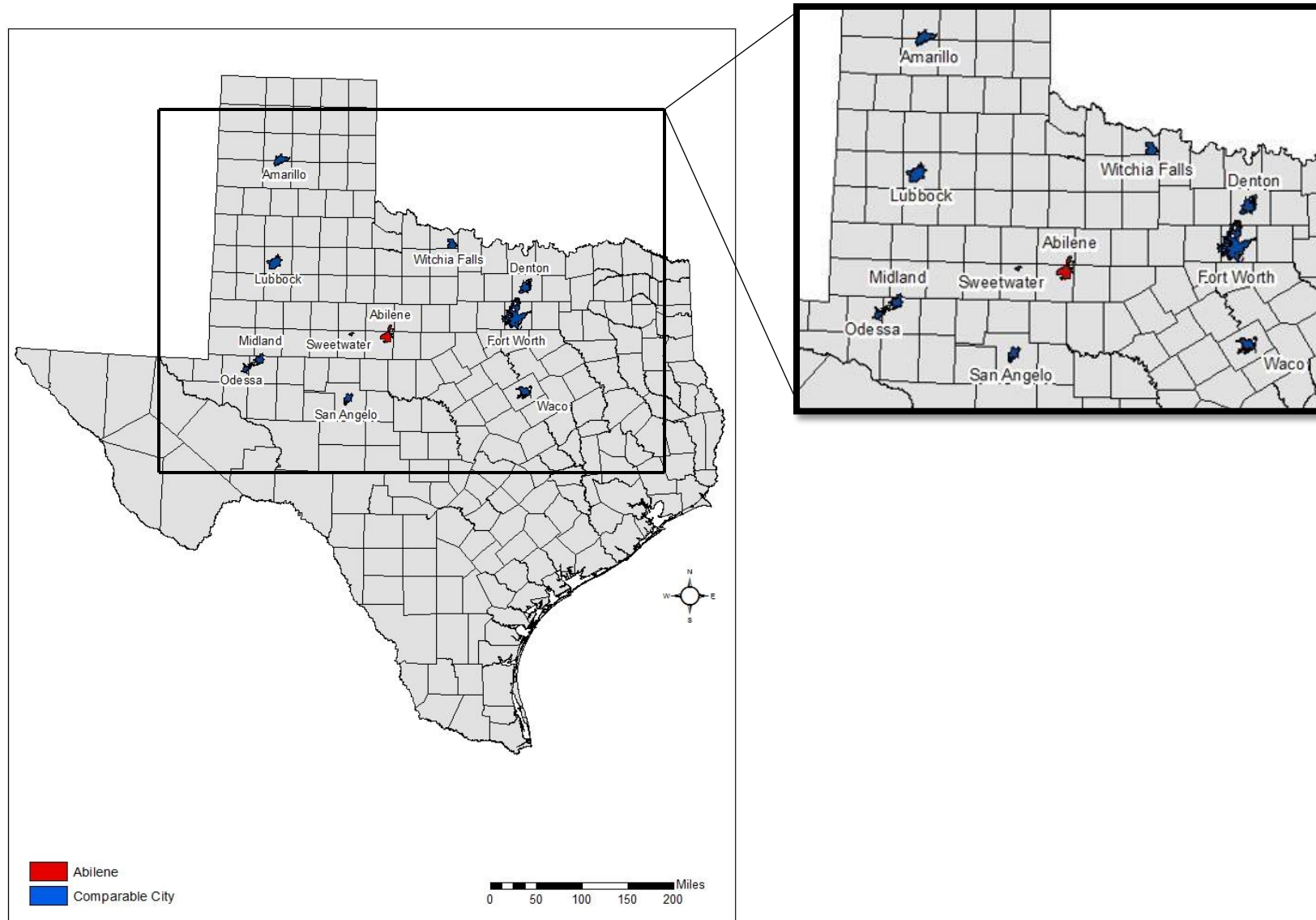


Figure 1. Comparable Cities and Abilene Map



SURVEY RESULTS

- Three cities do not accept HLW
 - Odessa
 - San Angelo
 - Sweetwater
- Seven cities do accept HLW and vary in comparison
 - Amarillo
 - Denton
 - Fort Worth
 - Lubbock
 - Midland
 - Waco
 - Wichita Falls



SURVEY RESULTS

SUMMARY OF SURVEY CITY CONCERNS ON ACCEPTING HLW

- Risk of accepting loads harmful to plant.
- Plant Biological Interferences.
- Foaming on Clarifiers.
- Sludge settling challenges.
- Own their own landfills and send it there.



SURVEY RESULTS

CITIES THAT WILL ACCEPT HLW

| Setup of Receiving Station | Personnel | Operation Hours | Security | Testing |
|--|---|---|---|--|
| <ul style="list-style-type: none">• Require HLW haulers to check in with an operator/designated employee before disposing• Haulers must be registered with the State and respective city• Receiving station at or near headworks | <ul style="list-style-type: none">• Dedicated employee to perform duties associated with HLW program• No special training needed | <ul style="list-style-type: none">• Monday – Friday 7 am to 5 pm• Emergency discharges can be made after hours and holidays with director approval | <ul style="list-style-type: none">• Restricted access• Manifest recordkeeping system | <ul style="list-style-type: none">• Do not sample every load• Sample each truck that disposes at receiving facility one random day a year |



SURVEY RESULTS

CITIES THAT WILL ACCEPT HLW

| City | Permit Charge (\$)/Truck |
|---------------|--------------------------|
| Amarillo | 50 |
| Denton | 300 |
| Fort Worth | 300 |
| Lubbock | 50 |
| Midland | Included |
| Waco | Included |
| Wichita Falls | 150 |

| City | Load Charge Cost (\$)/1000 gal |
|---------------|--------------------------------|
| Amarillo | 15 |
| Denton | 37 |
| Fort Worth | 51 |
| Lubbock | 35 |
| Midland | 300 |
| Waco | 60 |
| Wichita Falls | 80 |

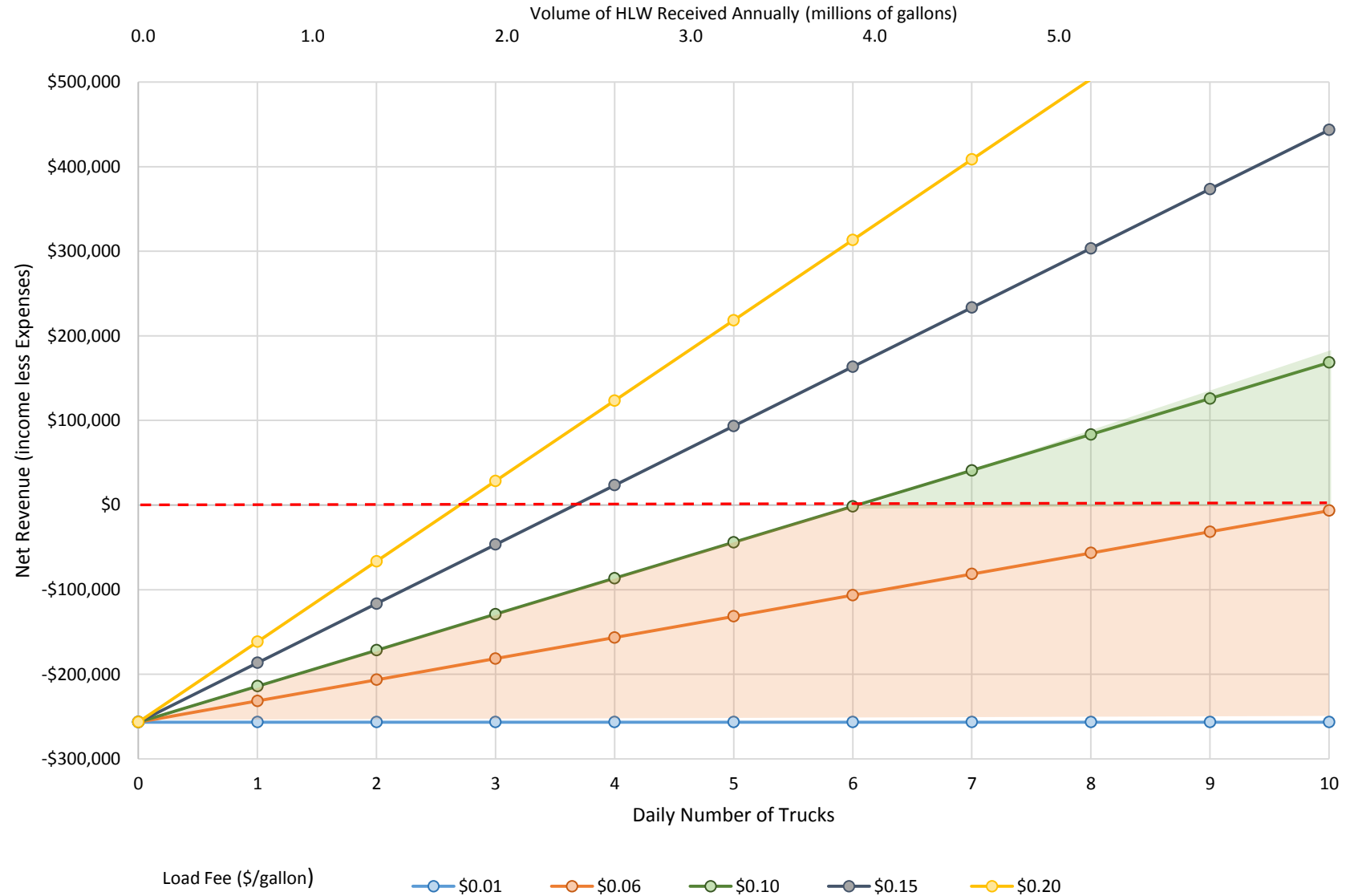


GENERAL COST ANALYSIS

- HLW program could generate a new revenue source
 - Amount generated would depend on load charge fee, manifest fee, and amount of HLW accepted
 - Load fee should reflect a price that can cover costs of testing, additional personnel, recordkeeping, and added O&M
 - Remain competitive with local landfills



GENERAL COST ANALYSIS



LANDFILL FEES

- \$0.25-0.30 per a gallon
- Assumed that the landfill expenses to receive HLW are less than the rate they charge
- Could likely decrease their rates to remain competitive with new competitor



LEVEL OF RISK

- Higher total suspended solids and Biological Oxygen Demand (BOD) concentrations
- Accepting waste that contains unexpected and unacceptable materials that disrupt system
- MBR system has most direct risk of failure due to sensitivity of membranes
- Limited ability to isolate a batch once discharged to plant



RECOMMENDATION

- Do not pursue an HLW program
 - General cost analysis shows a higher chance of losing money
 - No certainty that current market rate would not change
 - Can not completely eliminate the risks associated with accepting HLW



Discussion Item: Program to Receive Hauled Liquid Waste at the Hamby Water Reclamation Facility

QUESTIONS AND DISCUSSION





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2017

TO: Mayor & City Council

FROM: Danette Dunlap, City Secretary

Resolution: Appointing members to various boards and commissions per the City Charter. *(Dunlap)*

SUBJECT:

- *Office of Neighborhood Services Advisory Council*
- *Planning and Zoning Commission*
- *Tax Increment Reinvestment Zone (TIRZ)*

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

| Description | Type |
|---------------------|-------------------|
| ☐ Resolution | Resolution Letter |
| ☐ Roberts-ONS Board | Backup Material |
| ☐ Slide | Presentation |

RESOLUTION NO. _____-2017

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

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

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

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

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

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

PASSED this 23rd day of February, A.D. 2017.

ATTEST:

Danette Dunlap, TRMC
City Secretary

Norm Archibald
Mayor

APPROVED:

Stanley Smith
City Attorney

New Appointment Form**MEMORANDUM**

Date: 2/03/2017

TO: Danette Dunlap, City Secretary

FROM: Joana Wuest/Dana Schoening

SUBJECT: Board **Appointment** Recommendation

Board: Office of Neighborhood Services Advisory Council (ONSAC),

Function: Carry-out the ONS objectives and the recommendations. The purpose is to provide guidance and support to the Office of Neighborhood Services that coordinates and manages neighborhood resources aimed at improving the vitality of Abilene's neighborhood.

The ONSAC shall consist of nine members who are appointed by the Mayor with approval by City Council. Five at large members of the ONSAC shall serve a term of two years. The four members representing the Universities and the Neighborhood Associations shall serve for one year and any requirement for service on the board.

Synopsis of vacancies: The board make-up requires that at 9 positions be filled and maintained.

Board Chair: Kris Kowatch

Board Chair Recommendation: Board Chair, Kris Kowatch recommends this appointment from ___Hardin Simmons University.

Staff Contact: Joana Wuest, Division Manager of Neighborhood Services

Staff Recommendation: Professor Joanne Roberts commitment to community, neighborhoods and serving Abilene's low-moderate income citizens is valuable to the ONSAC.

Recommendation:

Appoint:

Name/Title: Dr. Joanne Roberts

Place of Employment: Hardin Simmons University

Mailing Address: P.O. Box 16216 Abilene, Texas 79698

Home Address: 2401 Church Street, Apt. 1 Abilene, TX 79601

Home Phone: 325-665-8106

Business Phone: 325-670-5863

Race: White

Gender: Female

Position Previously Held by:

Vacancy Due to: If due to resignation, state date of resignation.

Service as Alternate: Note if Board alternate is being recommended to fill regular position and their attendance record as an alternate. If board has alternates that are not being recommended to fill regular position, note why.

Date Potential Board Member was Contacted: Yes,

Comments: Any information you feel would be useful to the Council.

I have been teaching sociology at Hardin Simmons University for 14 years. During this time, my urban sociology class has worked with the North Park neighborhood, the North Park Friendship House, and the city of Abilene doing various projects. I am committed to working with improving Abilene neighborhoods, especially those that are in need of revitalization.

I previously served on the City of Abilene's Community Access Task Force.

Resolution:

Appointing members to various boards and commissions per the City Charter

- Office of Neighborhood Services
- Planning & Zoning Commission
- Tax Increment Reinvestment Zone (TIRZ)

