



## COUNCIL COMMITTEE MEETINGS

---

City Hall Council Chambers, 298 West Washington Street  
Tuesday, February 23, 2021 at 5:30 PM

---

### AGENDA

#### PERSONNEL COMMITTEE

Ricky Thurman, Chair; Gerald Cook, Brady Pendleton, Nick Robinson

1. Call to Order
- [2.](#) SAFER Grant Application
- [3.](#) Consider Reclassification of MSC Clerk II Position to Clerk III
4. Adjourn

#### TOURISM AND VISITORS BUREAU COMMITTEE

Justin Haschke, Chair; Gerald Cook, Alan Nix, Brady Pendleton

5. Call to Order
6. All In Barrel Race and NFR Recap
7. Tourism and Visitors Bureau Strategic Plan
8. Adjourn

#### PUBLIC WORKS COMMITTEE

Alan Nix, Chair; Brandon Huckabee, Mark McClinton, Nick Robinson

9. Call to Order
- [10.](#) Main Street Grant Application - Engineering Firm Selection
- [11.](#) Harbin Drive Improvements - Median Recommendation
- [12.](#) Harbin Drive Improvements - Amendment for Drainage Outfall Design
13. Adjourn

*Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.*

*Notice is hereby given that members of the Stephenville City Council may participate in this meeting via teleconference or videoconference as allowed by Governor's Order due to the COVID-19 pandemic. As allowed by this Order, a quorum may not be present in a physical location.*

*Pursuant to Section 418.108(g) of the Texas Government Code, a Declaration of Local Disaster issued on April 22, 2020, and in the interest of public health, the city has exercised its right to limit ingress and egress in public buildings. As such, the public will be allowed into city facilities to attend the meeting on a limited basis.*

*Those wishing to address the Stephenville City Council may do so in person. Written correspondence may also be mailed to City Hall or emailed to Staci King, City Secretary, at [slking@stephenvilletx.gov](mailto:slking@stephenvilletx.gov). Written correspondence must be received by 3:00 p.m. on February 16, 2021. For alternate arrangements, please contact Ms. King at least 48 hours prior to the meeting.*

*The meeting is available for viewing via livestream on the City's Facebook Page (City of Stephenville – City Hall).*

***In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.***



# STAFF REPORT

**SUBJECT:** SAFER Grant Application

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Jimmy Chew

## RECOMMENDATION:

Consider applying for SAFER Grant to provide funding for Fire/EMS staffing

## BACKGROUND:

SAFER grant is a grant administered through FEMA that provides funding to fire departments for additions to staffing with the intent of helping the department reach a nationally recognized national standard or best practice.

## FISCAL IMPACT SUMMARY:

This grant would pay the base salary for additional firefighters for three years. All equipment and benefit costs would be provided by the city along with all cost after the 3 year period.

## ALTERNATIVES

Fund additional personnel with local funds as available.



## STAFF REPORT

**SUBJECT:** Consider reclassification of MSC Clerk II position to Clerk III

**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica D. Harris

### RECOMMENDATION:

Staff is requesting reclassifying the MSC Clerk position from a Clerk II to a Clerk III and adjusting the pay scale accordingly.

### BACKGROUND:

The job description for the MSC Clerk II position prior to mid 2019 included very basic clerical duties. Upon the pending June 2019 retirement of the then MSC Clerk II, Finance staff reviewed and updated the job description for the duties currently performed and upcoming additional duties that would be required. The job description was approved and posted to fill that vacancy.

Although the job description was updated, the pay scale was not reviewed, which was brought to management's attention by the current team member. Staff researched the pay scale requesting job descriptions and pay scales from the nine cities utilized for the pay plan calculations in FY 2019-2020. Comparing the information provided by 5 of the 7 responding entities, resulted in an average pay scale of \$31,090 to \$42,891. This information was compared to our current pay plan, which lead to the above recommendation to reclassify the position to the Clerk III category with an annual pay scale of \$29,171 to \$39,176.

Staff was prepared to make this recommendation during the 2021-2022 budget process, but the recent vacancy in the position prompted an earlier petition.

### FISCAL IMPACT SUMMARY:

This would increase salaries for the MSC \$4,381 to \$7,809 annually depending upon if the candidate is hired at starting pay of \$29,171 up to \$32,074 for 5 years of purchasing experience. It would be extremely unlikely to bring a candidate on at the mid-point of \$34,179.

Since the current position is budgeted at \$25,438 for a total compensation package of \$37,826, a budget amendment would be required as this is the only full-time position budgeted 100% to this department.

### ALTERNATIVES

Not approve the reclassification



**Job Title:** Clerk II  
**Department:** Finance  
**Reports To:** Purchasing Manager  
**FLSA Classification:** Non-Exempt

**Job Summary:**

This is a Full-Time position working under the direction of the Purchasing Manager.

**Typical Duties:** Duties may include but are not limited to, the following:

1. Perform a wide variety of routine clerical work, including retrieve and file, in alphabetical and numerical order and documenting information on record;
2. Provide assistance to the Purchasing Manager, Utilities Department and other departments as needed.
3. Make copies, send faxes, prepare and mail letters as needed;
4. Keep supplies ordered and stocked for MSC building and departments, arrange for all building repairs and pull together items for sale at auction.
5. Operate computer, photocopier, fax machine and other equipment as necessary;
6. Run errands from time to time;
7. Work alone as necessary.
8. Answer phone, greet customers while providing professional customer service.
9. Distribute mail on a daily basis.
10. May perform other tasks as assigned by the Purchasing Manager.

**Minimum Qualifications:**

- Must be a United States Citizen;
- Must have a high school diploma or GED;
- Must have a valid Texas driver's license and have and maintain a satisfactory driving record;
- Ability to communicate (read, write, and speak) effectively in the English language;
- Working knowledge of the operation of personal computers, Microsoft Office software, peripheral office equipment such as printers, faxes, copiers, calculators and other office equipment.

**Work Environment:**

Majority of work is performed in an office setting and may be subject to ordinary risks typically found in an office environment.

**Physical Requirements:**

This position requires the ability to stand or sit for extended periods of time in the day-to-day functions of the position. The position may also require repetitive hand movement from time to time and fine coordination in typing documents using a computer. Must be able to lift, drag, hold, pull, push and carry objects weighing up to 30 lbs. (such as file storage boxes), assisting others employees in the office, and moving or removing stored records. Position also requires the ability to communicate effectively, courteously, and clearly in English, verbally and in writing with staff, and possibly the public on occasion.

***NOTE: The above statements are intended to describe the general nature and level of work being performed by the person assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, skills, and physical demand required.***

By signing this form, you acknowledge that you can perform the essential duties and functions of this position with or without accommodation.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

If accommodations are required to perform the essential duties and functions of this position listed above, please list the necessary accommodations below:

\_\_\_\_\_

***The City of Stephenville is an Equal Opportunity Employer***



**Job Title:** Clerk II  
**Department:** Finance  
**Reports To:** Purchasing Manager  
**FLSA Classification:** Non-Exempt

**Job Summary:**

This is a Full-Time position working under the direction of the Purchasing Manager.

**Typical Duties:** Duties may include but are not limited to, the following:

1. Perform a wide variety of routine procurement work, including issuing purchase orders, managing procurement cards, processing invoices, assisting Purchasing Manager with yearly contracts and bids, ordering cell phones, drafting letters or memos, filing, and managing fixed assets.
2. Provide assistance to the Purchasing Manager, Utilities Department, Street Department or Parks Department as needed.
3. Clerical work including making copies, sending faxes, preparing and mailing letters as needed, distributing mail, running errands, answering phones and greeting customers.
4. Keep supplies ordered and stocked for MSC building and departments. Track and reconcile spending on MSC items for budget purposes using Excel spreadsheets.
5. Arrange and coordinate all MSC building repairs.
6. Pull together and place maintenance uniforms order for Utilities, Street and Parks Departments.
7. Coordinate community service workers, and perform all needed paperwork including sign in sheets, workers log, letters to the probation offices and/or justice of the peace, and expungement documents.
8. Coordinate the selling of all items sold by the City. Take pictures, prepare descriptions and send to the online auction company. Monitor disbursement of items once sold.
9. May perform other tasks as assigned by the Purchasing Manager.

**Minimum Qualifications:**

- Must be a United States Citizen or able to legally work in the United States;
- Must have a high school diploma or GED;
- Must have a valid Texas driver's license and have and maintain a satisfactory driving record;
- Ability to communicate (read, write, and speak) effectively in the English language;
- Must be proficient in the operation of personal computers, peripheral office equipment such as printers, faxes, copiers, calculators and other office equipment;
- Must be proficient in and have extensive experience using Microsoft Office software including Excel, Word, and Outlook;
- Experience in procurement preferred.

**Work Environment:**

Majority of work is performed in an office setting and may be subject to ordinary risks typically found in an office environment.

**Physical Requirements:**

This position requires the ability to stand or sit for extended periods of time in the day-to-day functions of the position. The position may also require repetitive hand movement from time to time and fine coordination in typing documents using a computer. Must be able to lift, drag, hold, pull, push and carry objects weighing up to 30 lbs. (such as file storage boxes), assisting others employees in the office, and moving or removing stored records. Position also requires the ability to communicate effectively, courteously, and clearly in English, verbally and in writing with staff, and possibly the public on occasion.

***NOTE: The above statements are intended to describe the general nature and level of work being performed by the person assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, skills, and physical demand required.***

By signing this form, you acknowledge that you can perform the essential duties and functions of this position with or without accommodation.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

If accommodations are required to perform the essential duties and functions of this position listed above, please list the necessary accommodations below:

\_\_\_\_\_

***The City of Stephenville is an Equal Opportunity Employer***



# Public Works

## STAFF REPORT



**SUBJECT:** 2021 TxCDBG – Main Street Program – Engineering Firm Selection  
**MEETING:** Public Works Committee Meeting - 16 Feb 2021  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends award of a contract to Freese and Nichols, Inc. for the design engineering services for the 2021-2022 TxCDBG – Main Street Program application.

### BACKGROUND:

- Program:

The Main Street Revitalization program, administered under the Texas Department of Agriculture, provides infrastructure improvements to address the conditions that contribute to the deterioration in an area designated as slum or blighted in the applicant community's downtown or main street area.

- Eligible Applicants:

Eligible applicants for the Main Street revitalization program must be an incorporated municipality with a designation as an official Texas Historical Commission Main Street City prior to applying to TxCDBG and must remain a participating city for the duration of the award/contract.

Program award amounts range from \$50,000 to \$350,000 and the application deadline is May 3, 2021.

A no-risk agreement (no fee unless Stephenville is awarded a grant and the fee would be paid with grant funds) was awarded to Public Management, Inc. for grant administration services at the January 5, 2021 Regular Business Meeting.

### PROJECT:

TxCDBG monies are only available for public infrastructure improvements or activities explicitly needed to eliminate slum and blight conditions in the downtown or main street area.

Eligible projects include, among other things, improvements to lighting, sidewalks, ADA infrastructure, pavement, and curbs and gutters. A map of a proposed Main Street District, based on Stephenville's historic downtown area, is attached.

Staff, in addition to seeking a recommendation to hire Freese and Nichols, Inc., is also seeking a recommendation to develop a grant-compliant project within the boundaries of the proposed Main Street District area.

### FISCAL IMPACT SUMMARY:

The cost of engineering design services is paid as part of the grant funds and only if a grant is awarded.

The grant program's award amounts range from \$50,000 to \$350,000. Fifteen percent (15%) in grant matching will be necessary for a competitive application. For a possible maximum grant award of \$350,000, the required city match would be \$52,500. The matching funds may be allocated from the city's street maintenance budget and/or enterprise funds depending upon the project scope submitted.

### REQUESTS FOR PROPOSALS:

Requests for Proposals were received from six engineering firms on January 28, 2021. The proposals were evaluated and ranked based on specific weighted criteria, including experience, prior work performance, and capacity to perform.

The review committee ranked each proposal independently and the results were averaged to compile impartial rankings.

Although the submittals were from capable firms, the submittal by Freese and Nichols, Inc. ranked the highest due to the firm's experience, demonstrated work performance, and capacity to perform.

A copy of the ranking sheet is attached to this memorandum.

**AGREEMENT:**

An agreement for professional services is under negotiation and will be presented for consideration at the March 2, 2021 Regular Business Meeting. It is expressly understood that any payment to Freese and Nichols, Inc. will be contingent upon funding award and further, that in the event that grant funds are not awarded, the agreement will be terminated.

**TIMELINE:**

Below is a timeline for the grant submittal process.

1. January 5, 2021 -
  - a. Conduct Public Hearing to allow for the discussion of project priorities.
    - i. Any feedback will be used to create the project scope.
      1. Review project at upcoming Public Works Committee January 19, 2021
  - b. Award No Risk Contract to Grant Administrator
2. February – March
  - a. Identify Application Engineer
3. March – April
  - a. Present Local Resolution to Authorize Submission of Application
    - i. Resolution includes the project description and commitment of any matching funds and must be passed after conducting the public hearing
4. May 3, 2021
  - a. Finalize and Submit Application

**ADVANTAGES:**

Awarding the professional services provides the best probability for a project to be completed within TDA parameters.

**DISADVANTAGES:**

There are no known disadvantages to directing staff to negotiate a proposal with the highest ranked firm for review by the committee and council.

**ATTACHMENTS:**

[2021\\_02-16 2021 Main Street – Engineer Rating Sheet](#)

### Engineer/Architect/Surveyor Rating Sheet Summary

Grant Recipient: City of Stephenville TxCDBG Contract No. \_\_\_\_\_ Date of Rating: \_\_\_\_\_

Experience	Respondents:	Jacob & Martin	KSA	EHT	Freese & Nichols	Kimley-Horn	Patsien Koch (excluded - received after 4 p.m.)
Factor	Max Pts.	Score	Score	Score	Score	Score	Score
1 Has previously designed _____ CDBG _____ type of projects	20	20	20	20	20	20	0
2 Has worked on federally funded construction projects	10	10	10	10	10	10	0

Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b).

4 Extent of experience in project construction management	15	13	12	12.5	14.5	13	0
5 Active with the System for Award Management (SAM)	5	5	5	5	3.5	5	0
<b>Subtotal, Experience</b>	<b>60</b>	<b>58</b>	<b>57</b>	<b>57.5</b>	<b>58</b>	<b>57</b>	<b>0</b>

Work Performance	Max Pts.	Score	Score	Score	Score	Score
1 Past projects completed on schedule	10	7	7	5.5	7.5	5.5
2 Manages projects within budgetary constraints	5	3	3	3	2	2.5
3 Work product is of high quality	10	8.5	7.5	8.5	9	8.5
<b>Subtotal, Performance</b>	<b>25</b>	<b>18.5</b>	<b>17.5</b>	<b>17</b>	<b>18.5</b>	<b>16.5</b>

NOTE: Subtotal scores are based on the respondent's score which is based on the award to the respondent's firm.

Capacity to Perform	Max Pts.	Score	Score	Score	Score	Score
1 Staff level / Experience of staff	5	4	5	5	5	5
2 Adequacy of Resources	5	4	4.5	4	5	5
3 Professional liability insurance is in force	5	4.5	4.5	5	5	5
Lobbying Certification, Completed CIQ Questionnaire	15	12.5	14	14	15	15
<b>Subtotal, Capacity to Perform</b>	<b>15</b>	<b>12.5</b>	<b>14</b>	<b>14</b>	<b>15</b>	<b>15</b>

Factors	Max Pts.	Score	Score	Score	Score	Score
1 Experience	60	58	57	57.5	58	57
2 Work Performance	25	18.5	17.5	17	18.5	16.5
3 Capacity to Perform	15	12.5	14	14	15	15
<b>Total Score</b>	<b>100</b>	<b>89</b>	<b>88.5</b>	<b>88.5</b>	<b>91.5</b>	<b>88.5</b>

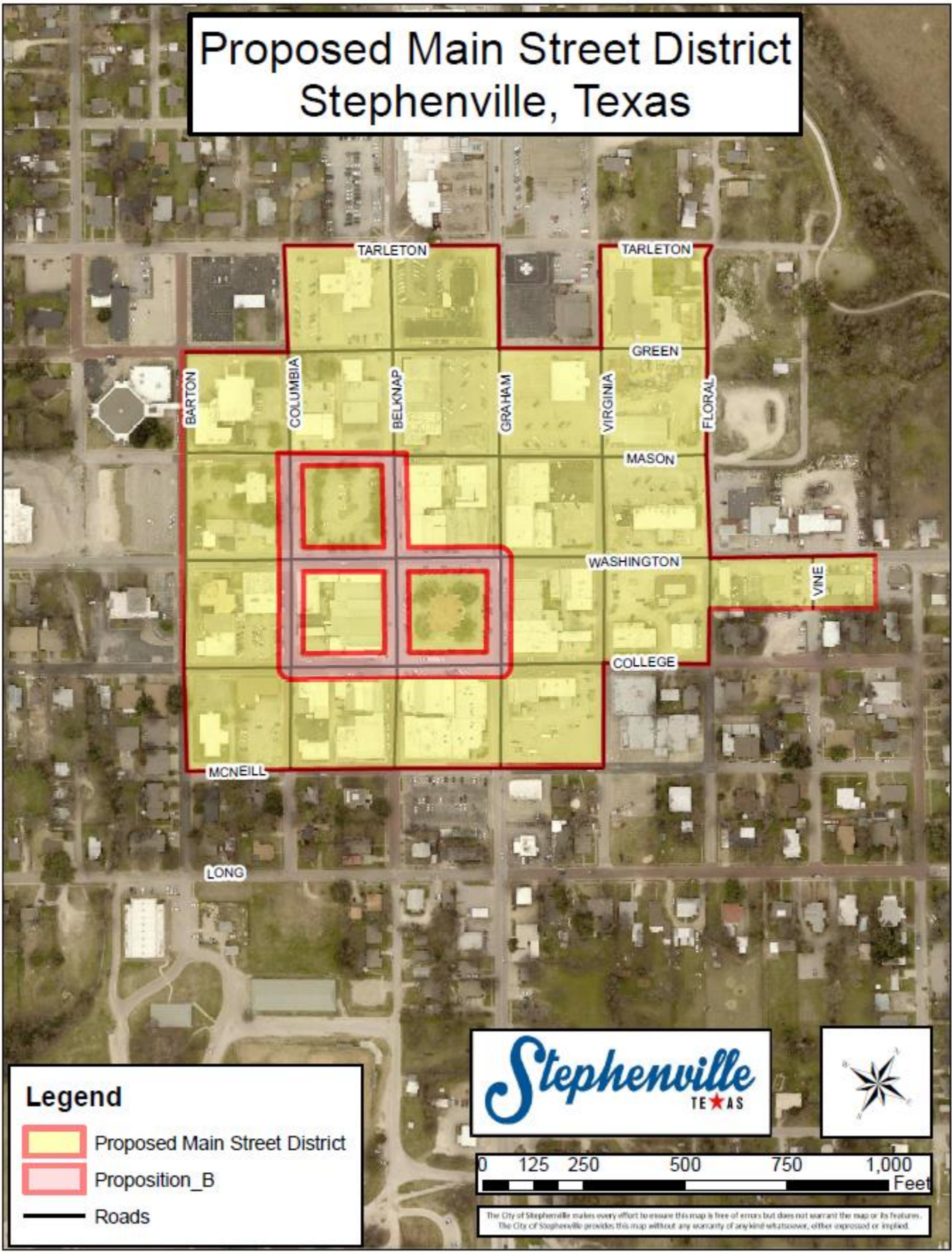
Evaluator's Name, Title and Signature:

  
 Alan Nix - Public Works Committee Chair

  
 Karen Wilkerson, Executive Administrative Assistant



# Proposed Main Street District Stephenville, Texas



## Public Works

**STAFF REPORT**

**SUBJECT:** 2021 TxCDBG – Harbin Drive Improvements – Median Recommendation  
**MEETING:** Public Works Committee Meeting – 16 Feb 2021  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

**RECOMMENDATION:**

The purpose of the meeting item is to provide an update.

**BACKGROUND:**

A professional services agreement was executed for design of the Harbin Drive Improvements on December 3, 2019. The design work has progressed on schedule and the 100% plans are due in February. During the January 19, 2021 update meeting, the layout of the proposed Harbin Drive Improvements was discussed. The use of medians in the residential blocks between Frey Street and Overhill Street was discussed, including some public comment. Following the meeting, staff requested a formal recommendation from Freese and Nichols, Inc. as the design engineer of record regarding the use of medians. Attached is a copy of the formal recommendation memorandum from Freese and Nichols, Inc.

**PROJECT:**

The Harbin Drive Improvements will replace inadequate and undersized water and sewer lines as well as address and provide stormwater infrastructure.

The project will increase the pavement from two lanes to four lanes from Washington Street to the Northwest Loop within the existing right-of-way.

A shared use path, ten feet wide, is proposed from on the east side of Harbin from Washington to Northwest Loop. A matching five-foot wide sidewalk is proposed on the west side of Harbin.

A median, 14-feet in width, is shown dividing the traffic. The median is continuous with openings at West Sloan, the stadium, Frey Street, Mimosa Street, Overhill Street, the First Presbyterian Church, and Lacy Funeral Home.

**FISCAL IMPACT SUMMARY:**

The latest opinion of probable construction cost is approximately \$7.6 million with asphalt pavement and approximately \$9.2 million with concrete pavement as an alternate. Alternate bid items will be used to ensure the best bid is received.

**TIMELINE:**

The project work schedule will reflect any events that occur at the Tarleton stadium. The total construction is anticipated to take 12-18 months to complete.

**ATTACHMENTS:**

[Harbin Drive Improvements – Median Recommendation](#)

# MEMORANDUM



Innovative approaches  
Practical results  
Outstanding service

4055 International Plaza, Suite 200 • Fort Worth, Texas 76109 • 817-735-7300 • FAX 817-735-7491 [www.freese.com](http://www.freese.com)

**TO:** Nick Williams, PE, CFM  
**FROM:** Mitch Aiton, PE, PMP`  
**SUBJECT:** Harbin Drive Widening Median  
**DATE:** 2/11/2021  
**PROJECT:** Harbin Drive Widening



*Mitch Aiton*, P. E. 2-11-2021  
Signature of Registrant & Date  
Freese and Nichols, Inc.  
Texas Registered Engineering Firm F-2144

## Background

As part of the scope of work for the Harbin Drive Widening project for the City of Stephenville, Texas, Freese and Nichols, Inc. (FNI) designed Harbin Drive according to the Stephenville Thoroughfare Plan adopted in April 2017. The thoroughfare plan calls for Harbin Drive to be a minor arterial, to accommodate the present and future traffic and manage access through a divided median, as shown in Figure 1.

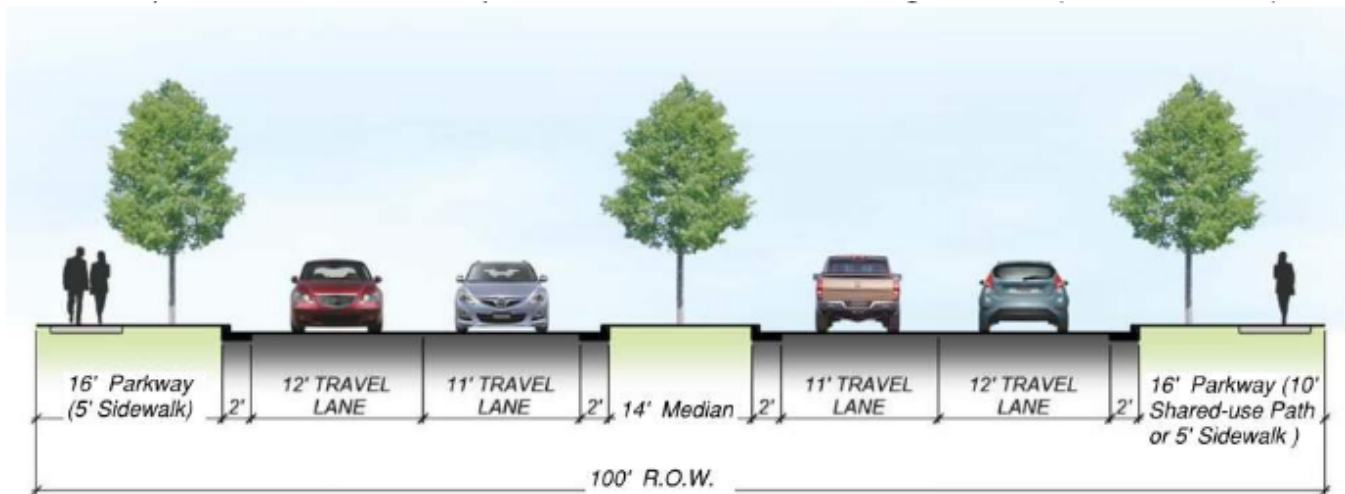


Figure 1: Minor Arterial Section

## Recommendation

The purpose of a median for this type of roadway is to provide access management. The goal of access management is to provide safety for the driver and reduce the number of crashes. The optimum design of access management is to limit the number of driveways and provide access with a limited number of median openings between intersections. Due to the high number of existing residential driveways located along Harbin, the best way to provide access management is to limit the median openings to the existing cross street intersections as much as possible. Existing residents will be able access driveways with “right-in” and “right-out” movements as they do today, however left turn movements in and out of the driveways will be impacted. Left turn lanes will be provided at cross street intersections and residents will be able to make a “u-turn” movement to access existing driveways.



If it is found after construction that the “u-turn” movements are conflicting with Harbin traffic, it is recommended that the city install stop signs on Harbin to create 4 way stop sign controlled intersections at the Mimosa and Overhill intersections. In future years when traffic increases, the stop signs can be removed and replaced with traffic signals if needed. The stop signs will be a cheaper temporary solution than constructing a two way left turn lane and removing it in the future to install a median. Due to the projected traffic volume on Harbin Drive, as shown in Figure 2, it is advised that Harbin Drive be built with a median to protect the driver and the neighboring community.



Figure 2: Future Traffic, 2034

**SUBJECT:** 2021 TxCDBG – Harbin Drive Improvements – Amendment for Drainage Outfall Design  
**MEETING:** Public Works Committee Meeting – 16 Feb 2021  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

#### RECOMMENDATION:

Staff recommends executing an amendment to the agreement with Freese and Nichols, Inc. for the design of the Harbin Drive Improvements project for stormwater improvements adjacent to Harbin flowing through the West End Cemetery.

#### BACKGROUND:

A professional services agreement was executed for design of the Harbin Drive Improvements on December 3, 2019 for \$641,557. The design work has progressed on schedule and the 100% plans are due in February.

The city executed a Memorandum of Understanding with Tarleton State University (TSU) in August of 2019. Working with Tarleton State University on stormwater-related issues has identified a potential for continued partnership in mutual benefit from the proposed stormwater improvements.

#### PROJECT:

The amendment to the Harbin Drive Improvements would provide for the drainage improvements from the Harbin Drive outfall at Washington Street downstream through the Tarleton State University (TSU) Pecan Orchard and West End Cemetery to an outfall south of Swan Street. The limits of the drainage improvements are provided on an exhibit attached to this report.

#### FISCAL IMPACT SUMMARY:

The latest opinion of probable construction cost is approximately \$7.6 million with asphalt pavement and approximately \$9.2 million with concrete pavement as an alternate. Alternate bid items will be used to ensure the best bid is received.

A proposed amendment to the existing agreement would provide the additional stormwater infrastructure design for a not-to-exceed amount of \$137,611. If approved, the professional services agreement would total \$779,168. The opinion of probable construction cost for the drainage improvements is estimated to be \$1.4 million. Capital funds are available from Stormwater to cover the increase in professional design costs.

The Memorandum of Understanding (MOU) executed with TSU in August of 2019 limited the university's contribution to \$1.0 million. The university has provided written communication stating Tarleton is committed to increasing Tarleton's contribution from \$1.0 million to \$1.4 for the improvements based on final scope and costs. A copy of the existing MOU is attached to this report. The MOU will be updated to reflect Tarleton's increase in contribution.

#### TIMELINE:

Execution of the agreement would extend the full design timeline by approximately 14-16 weeks. The project would still be expected to bid in June-July of 2021 to include the noted stormwater improvements.

The project work schedule will reflect any events that occur at the Tarleton stadium. The total construction is anticipated to take 12-18 months to complete.

**Advantages:** Approving the amendment would provide the professional design to construct stormwater improvements to safeguard Tarleton's Pecan Orchard as well as the West End Cemetery from erosion. The additional monetary contribution by TSU would cover a substantial portion, if not all, of the anticipated infrastructure cost. The university also benefits by being able to utilize the stormwater improvements when future projects are constructed on the TSU campus.

**Disadvantages:** The increase in design costs was not budgeted.

#### ATTACHMENTS:

[Harbin Drive Improvements – Amendment for Drainage Outfall Design](#)  
[Memorandum of Understanding with TSU & City – August 2019](#)





CITY OF STEPHENVILLE, TX  
298 W. Washington Street  
Stephenville, TX 76401

FNI PROJECT NO. STE19752

DATE: 02/04/2021

**Project Name:** Harbin Drainage Outfall Design

**Description of Services:** Please reference the Scope of Services

**Amended Deliverables:** Please reference the Scope of Services

**Amended Schedule:** 90% design to be provided within 14 weeks of notice to proceed. Final plans will be provided within 4 weeks of receipt of comments.


**Compensation shall be amended as follows:** A lump sum amount of One Hundred Fourteen Thousand Four Hundred Dollars (\$114,400) for basic services and a not-to-exceed amount of Twenty Three Thousand Two Hundred Eleven Dollars (\$23,211) for special services reimbursed at actual cost times a multiplier of 1.10.

<b>Current Contract Amount:</b>	\$641,557
<b>Amount of this Amendment:</b>	\$137,611
<b>Revised Total Amount Authorized:</b>	\$779,168

*The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.*

**FREESE AND NICHOLS, INC.**

**CITY OF STEPHENVILLE, TX**

BY:   
02/04/2021 6:00:58 PM  
Scott Hubley  
Print Name

BY: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

TITLE: Vice-President

TITLE: \_\_\_\_\_

DATE: 2/4/21

DATE: \_\_\_\_\_

## AMENDMENT TO SCOPE OF SERVICES AND RESPONSIBILITIES

Additional services are needed to design drainage improvements from the Harbin Drive outfall at Washington Street downstream through the Tarleton State University (TSU) Pecan Orchard and City of Stephenville West End Memorial Cemetery to an outfall downstream of Swan Street. The project is being performed in conjunction with TSU to improve drainage to address the impacts of existing and future development in the watershed. The improvements consist of approximately 500 LF box culvert, 600 LF concrete channel, and 500 LF earthen channel. The improvements also include two drop structures and two culvert crossings (one at the cemetery road and one at Swan Street). The limits of the proposed improvements are shown on the attached exhibit.

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

- A. Meetings: Coordinate, attend, and document up to three (3) City/stakeholder review meetings and up to two (2) TXDOT coordination meetings.
- B. Overall Concept Layout:
  1. Perform one (1) site visit.
  2. Finalize drainage area map, runoff calculations, prepare preliminary hydraulic calculations for the overall design area.
  3. Adjust previously developed schematic of conceptual design for the overall project area showing existing and conflicting utilities, easement needs, the proposed alignment of the storm drain, and inlet and future lateral locations. Inlet capacity is not expected to achieve full capture of runoff until future laterals are constructed. This concept will be submitted for approval by City and TSU.
- C. Design Phase:
  1. Prepare drawings and specifications of the additional proposed drainage improvements. The design will reflect the concept previously discussed with the City and TSU and finalized with the concept layout. Evaluation of alternatives will not be included.
  2. Prepare drawings and specifications for utility adjustments. The design includes the design of minor adjustments to City utilities. A typical lowering detail will be used for water line crossings. Up to two (2) segments of sewer realignment will be designed. It is expected up to three (3) segments of sewer will cross through the proposed drainage improvements. The pipe replacement for these lines crossing the culvert will be shown.

3. The additional plans shall consist of the following:
  - Drainage Area Map & Calculations
  - Demolition Plan
  - Trunk Pipe & Channel Plan and Profile
  - Lateral and Inlet Profiles
  - Two (2) Culvert Crossing Plan and Profile
  - Grading Plan
  - Two (2) Drop Structure Layouts
  - Water/Wastewater Adjustment Plan and Profiles
  - Details
4. Provide draft (90%) and final (100%) submittals of project improvements to be combined with the Harbin Drive plans. Final submittal will be made after all City and TxDOT comments are available.
5. Prepare a “pricing package” plan set prior to the 90% submittal for the purpose of bidding the project while the design is being finalized. Design will be progressed to the level of detail that bids can be made with the expectation that some details and quantities will change as the design is finalized.
6. After preparation of 90% plans, submit applicable permits to TxDOT for review for the work within Washington Street.
7. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required. The design or coordination of these relocates will not be performed by FNI.
8. It is assumed that the drainage channel is ephemeral or an upland feature which is not subject to regulation under Section 404 of the Clean Waters Act. Further assessment of this is the responsibility of the City if desired.

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

- A. Survey
  1. Perform additional survey services from the existing outfall at Washington Street to the estimated grading limits south of Swan Street. This scope does not include SUE designation. Marked utilities and utility appurtenances will be surveyed.
- B. Easement Exhibits
  1. Survey and prepare up to five easement exhibits sealed by a professional land surveyor. This does not include preparation of the full instrument for the easement agreements or coordination with property owners.

**ADDITIONAL SERVICES:** Any services performed by FNI that are not explicitly stated in the Basic Services or Special Services shall be considered Additional Services. FNI will notify City when additional services are required and notify City of additional cost associated. The following tasks are specifically identified as Additional Services:

- A. Coordination of franchise utility relocations
- B. Preparation of instruments for easement acquisition other than as described in the scope.
- C. Negotiation or coordination for easement acquisition.
- D. Geotechnical investigations
- E. Environmental permitting assessment



Freese and Nichols, Inc.  
Texas Registered Engineering Firm F-2144

CITY OF STEPHENVILLE

HARBIN DR PROJECT LIMITS

REV. NO.	DATE	DESIGNED	DRAWN
ST-1447	OCT. 2020	EAS	NBB
		SCALE	1"=200'

FILE: 2021-02-01-Alignment.dwg



**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**THE CITY OF STEPHENVILLE**  
**and**  
**TARLETON STATE UNIVERSITY**

This Memorandum of Understanding (“MOU”) is entered into by and between the CITY OF STEPHENVILLE, hereinafter referred to as “CITY”, and TARLETON STATE UNIVERSITY, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Division of Finance and Administration, hereinafter referred to as “TARLETON”.

**WHEREAS**, TARLETON is commencing a project to build ~300 parking spaces between Sloan and West Tarleton streets.

**WHEREAS**, the CITY has adopted standards for stormwater management.

**WHEREAS**, TARLETON submitted engineered plans to CITY dated June 21, 2019 that included stormwater detention and said plans were approved by CITY on June 22, 2019.

**WHEREAS**, a copy of the TARLETON-submitted and CITY-approved plans are attached to this MOU as Exhibit A.

**WHEREAS**, TARLETON has subsequently deemed it time prohibitive to apply stormwater management standards to the current project.

**NOW THEREFORE**, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

**Article I. Overview and Purpose**

**1.1 TARLETON Responsibilities:**

- Engage a civil engineer to evaluate the watershed for TARLETON’s Stephenville campus, with a contract to be in place no later than July 31, 2019.
- Based on recommendations from the civil engineer, present for CITY approval a project to mitigate stormwater runoff that would have been addressed in the current project.
- Once plans are mutually approved, commence a project costing no more than \$1 million to address watershed on the Tarleton campus.
- Reimburse CITY for cost of all related plan reviews within 30 days of receipt of invoice and approval of the mitigation project plans, not to exceed \$10,000 unless approved in advance by TARLETON.
- Install the approved stormwater detention system in the CITY-approved plans attached as Exhibit A if a stormwater mitigation project has not been identified and approved by CITY by the end of the term identified in Article II, Section 2.1. of this MOU.



## 1.2 CITY Responsibilities:

- Provide timely input to watershed study as appropriate.
- Review properly submitted plans for TARLETON'S stormwater mitigation project described above in timely manner.

### Article II. Duration of the MOU:

**2.1. Term.** This MOU will become effective upon the date of its signing by the last party to sign below and shall have a term of two (2) calendar years from this effective date.

### Article III. Modification

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

### Article IV. Independent Contractor

For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

### Article V. Notices

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. TARLETON and CITY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TARLETON: Tarleton State University  
 Box T-0120  
 Stephenville, Texas 76402  
 Attention: Finance & Administration  
 Phone: 254.968.9877  
 E-mail: [lbeaty@tarleton.edu](mailto:lbeaty@tarleton.edu)

CITY: City of Stephenville, Texas  
 298 West Washington  
 Stephenville, TX 76401  
 Attention: Public Works  
 Phone: (254) 918-1223  
 Fax: ( ) N/A  
 E-mail: [nwilliams@stephenvilletx.gov](mailto:nwilliams@stephenvilletx.gov)

## Article VI. Other

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TARLETON shall be in Erath County, Texas.

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TARLETON and CITY to attempt to resolve any claim for breach of contract made by CITY that cannot be resolved in the ordinary course of business. CITY shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Finance & Administration of TARLETON, who shall examine CITY's claim and any counterclaim and negotiate with CITY in an effort to resolve the claim.

CITY expressly acknowledges that TARLETON is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by TARLETON of its right to claim such exemptions, privileges, and immunities as may be provided by law.

By executing and/or accepting this MOU, CITY and each person signing on behalf of CITY certifies, and each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TARLETON, Texas A&M or TAMUS, has direct or indirect financial interest in the approval of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.

Pursuant to Chapter 2270, *Texas Government Code*, CITY certifies CITY (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this MOU. CITY acknowledges this MOU may be terminated if this certification is inaccurate.

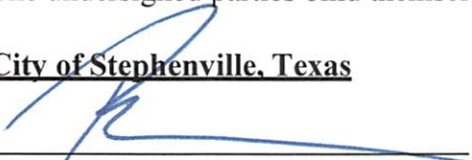


Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, CITY certifies CITY is not engaged in business with Iran, Sudan, or a foreign terrorist organization. CITY acknowledges this MOU may be terminated if this certification is inaccurate.

If applicable, contracts awarded for this project will be subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act.

The undersigned parties bind themselves to the faithful performance of this MOU:

**City of Stephenville, Texas**

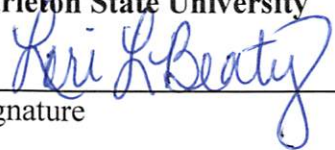
  
\_\_\_\_\_  
Signature

Name: Brady Pendleton

Title: Mayor Pro Tem

Date: 8/7/2019

**Tarleton State University**

  
\_\_\_\_\_  
Signature

Name: Lori L. Beaty, CPA, MBA

Title: Acting CFO/VPFA

Date: 8-13-19