



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 W Washington
Tuesday, August 16, 2022 at 5:30 PM

AGENDA

CALL TO ORDER

PARKS AND LEISURE SERVICES COMMITTEE

David Baskett, Interim Chair; Justin Haschke, Bob Newby, Gerald Cook

1. Consider Approval of Techline Sports Lighting as the Contractor for City Park Light Pole and Athletic Field Light Project
2. Consider Approval of Masterturf Products and Service as the Construction Firm for the new NYC 3 Field at City Park
3. Discuss Parks and Recreation Master Plan Update

PUBLIC WORKS COMMITTEE

Mark McClinton, chair; LeAnn Durfey, Ricky Thurman, David Baskett

4. Consider Professional Services Agreement for Landfill Permit Application

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, chair; Bob Newby, Gerald Cook

5. Review Tourism & Visitors Bureau Quarterly Report
6. Review Main Street Quarterly Report

PERSONNEL COMMITTEE

Ricky Thurman, chair; Justin Haschke, Gerald Cook, Mark McClinton

7. EXECUTIVE SESSION:

Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluations, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: **City Secretary**

8. ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

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.

ADJOURN

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.



Stephenville City Park

Fields 1 & 2 LED Retrofit Proposal

Project Name:	<u>Stephenville City Park</u>
Project City-State:	Stephenville, TX
Quote Date:	7/15/2022
Type of Field(s):	300' Baseball Field
Photometrics Per Design #:	50/30 FC Light Level / 22-5534
Warranty:	10 Year Maintenance <u>FREE</u>

Quantity	Description
6	70 Foot Mounting Height Steel Poles
2	8 Fixture Crossarms
4	9 Fixture Crossarms
52	CLIR 630w LED w/ Visor
52	Prewiring for Poles and Crossarms
1	Standard Wireless Control Hub

Project Notes:

- > Price includes all materials listed above (excluding adders & deducts).
- > Price includes delivery to jobsite.
- > Price firm for 45 days.
- > Allow 6-8 weeks for delivery.
- > Price does **NOT** include SALES or USE taxes.
- > All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.

Warranty Notes:

- > Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of **10 years** from date of shipment.
- > Seller will replace any defective material for the entire **10 year** period.
- > Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

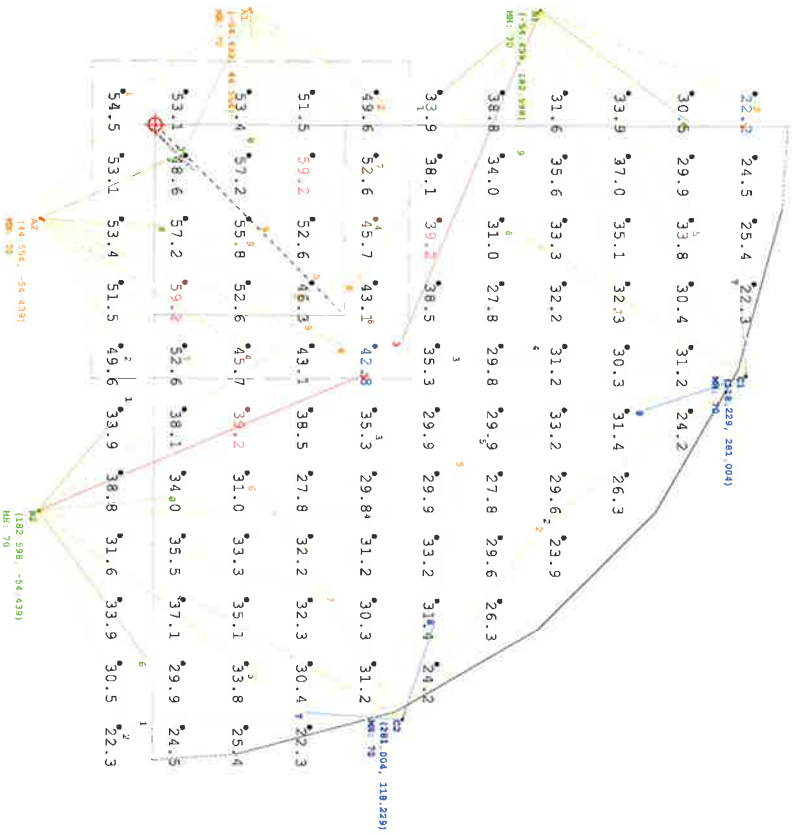
TURNKEY Installation Notes:

- > Allow 3-4 weeks for Turnkey Installation.
- > Pole locations must also be accessible with standard lift and not obstructed by fencing, buildings, etc. *(special lift & matting charges not included)*
- > Standard turnkey install foundations assume 2000psi soil conditions.
- >> *(Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification - (i.e. rebar, casing, etc.) may require additional charges.)*

INCLUDES:

- ✓ Demolition & Disposal of existing sports lighting system / fixtures.
- ✓ Installing controls (if supplied) based on 480V 3Ø service being available within 150' of field.
- ✓ Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
- ✓ All wiring to be copper type THHN.
- ✓ Auguring pole foundation holes, setting all pole stubs in holes, center/plumb/brace and backfill with 3000psi concrete
- ✓ Build out pole tops including mounting cross arm assemblies, mount & wire all fixtures in place, crane rental to set all pole tops in place, fixture aiming, commissioning of controls, control training, and final clean up.
- ✓ All permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

Total Including Turnkey Install = \$219,000.00



Pole Summary
Scene: DEFAULT

Label	Qty	Watts	LMF	Lum	Watts	Arrangement
A1	2	5814	0.950	646	646	SINGLE
A2	2	5814	0.950	646	646	SINGLE
A3	2	5814	0.950	646	646	SINGLE
A4	2	5814	0.950	646	646	SINGLE
A5	2	5814	0.950	646	646	SINGLE
A6	2	5814	0.950	646	646	SINGLE
A7	2	5814	0.950	646	646	SINGLE
A8	2	5814	0.950	646	646	SINGLE
A9	2	5814	0.950	646	646	SINGLE
A10	2	5814	0.950	646	646	SINGLE
A11	2	5814	0.950	646	646	SINGLE
A12	2	5814	0.950	646	646	SINGLE
A13	2	5814	0.950	646	646	SINGLE
A14	2	5814	0.950	646	646	SINGLE
A15	2	5814	0.950	646	646	SINGLE
A16	2	5814	0.950	646	646	SINGLE
A17	2	5814	0.950	646	646	SINGLE
A18	2	5814	0.950	646	646	SINGLE
A19	2	5814	0.950	646	646	SINGLE
A20	2	5814	0.950	646	646	SINGLE
A21	2	5814	0.950	646	646	SINGLE
A22	2	5814	0.950	646	646	SINGLE
A23	2	5814	0.950	646	646	SINGLE
A24	2	5814	0.950	646	646	SINGLE
A25	2	5814	0.950	646	646	SINGLE
A26	2	5814	0.950	646	646	SINGLE
A27	2	5814	0.950	646	646	SINGLE
A28	2	5814	0.950	646	646	SINGLE
A29	2	5814	0.950	646	646	SINGLE
A30	2	5814	0.950	646	646	SINGLE
A31	2	5814	0.950	646	646	SINGLE
A32	2	5814	0.950	646	646	SINGLE
A33	2	5814	0.950	646	646	SINGLE
A34	2	5814	0.950	646	646	SINGLE
A35	2	5814	0.950	646	646	SINGLE
A36	2	5814	0.950	646	646	SINGLE
A37	2	5814	0.950	646	646	SINGLE
A38	2	5814	0.950	646	646	SINGLE
A39	2	5814	0.950	646	646	SINGLE
A40	2	5814	0.950	646	646	SINGLE
A41	2	5814	0.950	646	646	SINGLE
A42	2	5814	0.950	646	646	SINGLE
A43	2	5814	0.950	646	646	SINGLE
A44	2	5814	0.950	646	646	SINGLE
A45	2	5814	0.950	646	646	SINGLE
A46	2	5814	0.950	646	646	SINGLE
A47	2	5814	0.950	646	646	SINGLE
A48	2	5814	0.950	646	646	SINGLE
A49	2	5814	0.950	646	646	SINGLE
A50	2	5814	0.950	646	646	SINGLE
TOTAL		33592				

Pole Warnings Summary
Scene: DEFAULT

Label	Total Warts
A1	5814
A2	5814
A3	5814
A4	5814
A5	5814
A6	5814
A7	5814
A8	5814
A9	5814
A10	5814
A11	5814
A12	5814
A13	5814
A14	5814
A15	5814
A16	5814
A17	5814
A18	5814
A19	5814
A20	5814
A21	5814
A22	5814
A23	5814
A24	5814
A25	5814
A26	5814
A27	5814
A28	5814
A29	5814
A30	5814
A31	5814
A32	5814
A33	5814
A34	5814
A35	5814
A36	5814
A37	5814
A38	5814
A39	5814
A40	5814
A41	5814
A42	5814
A43	5814
A44	5814
A45	5814
A46	5814
A47	5814
A48	5814
A49	5814
A50	5814
TOTAL	33592

Luminaires Schedule
Scene: DEFAULT

Label	Qty	Watts	LMF	Lum	Watts	Arrangement
CUR_690_OV_N	2	5814	0.950	646	646	SINGLE
CUR_690_OV_M	36	5814	0.950	646	646	SINGLE
CUR_690_OV_W	10	5814	0.950	646	646	SINGLE
CUR_690_OV_SW	4	5814	0.950	646	646	SINGLE

Calculation Summary
Scene: DEFAULT

Label	Area Size	Units	Avg	Max	Min	Max/Min	#Poles	ProjCt	ProjCt	CV	UG
BASEBALL INFIELD	300' RADIUS	Fc	51.36	99.2	42.8	1.38	25	30	30	0.08	1.18
BASEBALL OUTFIELD		Fc	31.36	39.2	22.2	1.77	73	30	30	0.14	1.38

STEPHENVILLE CITY PARK
BASEBALL - 300' RADIUS
22-5534.AGI



DRAWN BY: KIBER
Date: 7/15/2022
SCALE: NTS
Page 1 of 1
22-5534.AGI

Project Name:	<u>Stephenville City Park</u>
Project City-State:	Stephenville, TX
Quote Date:	7/28/2022
Type of Field(s):	<u>Fields 1&2 Retrofit</u>
Photometrics Per Design #:	50/30 FC Light Level / 22-5612
Warranty:	10 Year Warranty

Quantity	Description
64	CLIR 630w LED w/ Visor
64	Retrofit Diving Board Mounting Adapter Bracket
64	Retrofit Installation Hardware Kit (bolts, washers, wire nuts, etc...)
1	Standard Wireless Control Hub

Project Notes:

- Price includes all materials listed above (excluding adders & deducts).
- Price includes delivery to jobsite.
- Price firm for 45 days.
- Allow 6-8 weeks for delivery.
- Price does **NOT** include SALES or USE taxes.
- All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.

Warranty Notes:

- Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of **10 years** from date of shipment.
- Seller will replace any defective material for the entire **10 year** period.
- Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

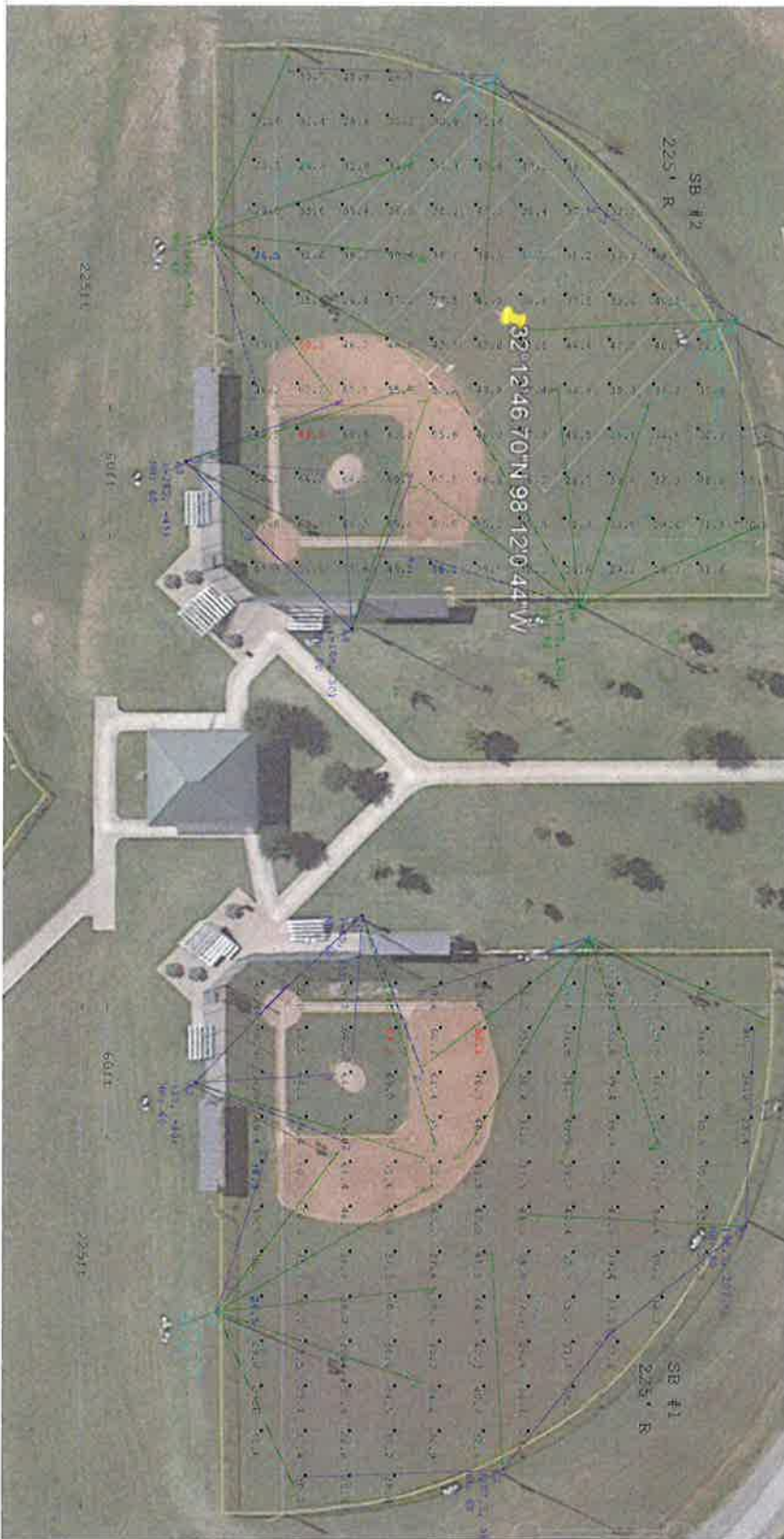
RETROFIT Installation Notes:

- Allow **2-3 weeks** for Retrofit installation.
- Price quoted assumes the integrity of all existing structure (poles, crossarms, wiring) are of sound workmanship and quality.
- Pole locations must also be accessible and not obstructed by fencing, buildings, etc.
- Minimum mounting heights of 60' or higher are recommended to minimize glare and optimize player safety according to the Illumination - Engineering Society of North America. (Basketball & Tennis courts are not applicable)

INCLUDES:

- ✓ Demolition & Disposal of existing sports lighting system / fixtures.
- ✓ Reusing / Replace main distribution panel, breakers, contactors and switching.
- ✓ Reusing / Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
- ✓ All wiring to be copper type THHN.
- ✓ Mounting all fixtures in place, fixture aiming, commissioning of controls, control training, and final clean up.
- ✓ Includes all permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

Total Including Retrofit Install = \$139,000.00



Pole Summary
Scene: DEFAULT

Poles	# Lums	WH
A1	4	60'
A2	4	60'
A3	4	60'
A4	4	60'
B1	7	60'
B2	7	60'
B3	7	60'
B4	7	60'
C1	5	60'
C2	5	60'
C3	5	60'
C4	5	60'
TOTAL	5	60'

Pole Wattage Summary
Scene: DEFAULT

Label	Total Watts
A1	3584
A2	3584
A3	2594
A4	2594
B1	4522
B2	4522
B3	4522
B4	4522
C1	3290
C2	3290
C3	3290
C4	3290
TOTAL	41344

Luminaire Schedule
Scene: DEFAULT

Symbol	Qty	Label	LF	Lum. Watts	Arrangement
[Symbol]	12	CLB 430 DM 3W	0390	666	SINGLE
[Symbol]	28	CLB 430 DM 3W	0390	666	SINGLE
[Symbol]	24	CLB 430 DM 3W	0390	666	SINGLE

Calculation Summary
Scene: DEFAULT

Label	Units	Avg.	Max	Min	Max/Min	# Fts	PSpqr	PSpqrB	CV	UG
SB #1 INFIELD	Fc	57.55	69.5	38.3	1.81	35	30	20	0.15	1.57
SB #1 OUTFIELD	Fc	35.80	50.1	24.5	2.04	32	30	20	0.16	1.44
SB #2 INFIELD	Fc	57.52	69.5	38.1	1.82	35	30	20	0.15	1.57
SB #2 OUTFIELD	Fc	35.99	50.2	24.5	2.05	30	30	20	0.16	1.42

TX-Stephenville City Park
TX-Stephenville
SOFTBALL - PER BOM
22-5612.AGI



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PAGE: 1 OF 1
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DATE: 7/28/2022
SCALE: NTS
PAGE: 1 OF 1
22-5612.AGI

Project Name:	<u>Stephenville City Park</u>
Project City-State:	Stephenville, TX
Quote Date:	7/11/2022
Type of Field(s):	<u>Baseball/Softball</u>
Photometrics Per Design #:	50/30 FC Light Level / 22-5464, 22-5463
Warranty:	10 Year Maintenance <u>FREE</u>

Quantity	Description
6	60 Foot Mounting Height Steel Poles
16	70 Foot Mounting Height Steel Poles
6	6 Fixture Crossarms
6	7 Fixture Crossarms
4	8 Fixture Crossarms
6	9 Fixture Crossarms
164	CLIR 630w LED w/ Visor
164	Prewiring for Poles and Crossarms
2	Standard Wireless Control Hub

Project Notes:

- Price includes all materials listed above (excluding adders & deducts).
- Price includes delivery to jobsite.
- Price firm for 45 days.
- Allow 6-8 weeks for delivery.
- Price does NOT include SALES or USE taxes.
- All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.

Warranty Notes:

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- Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

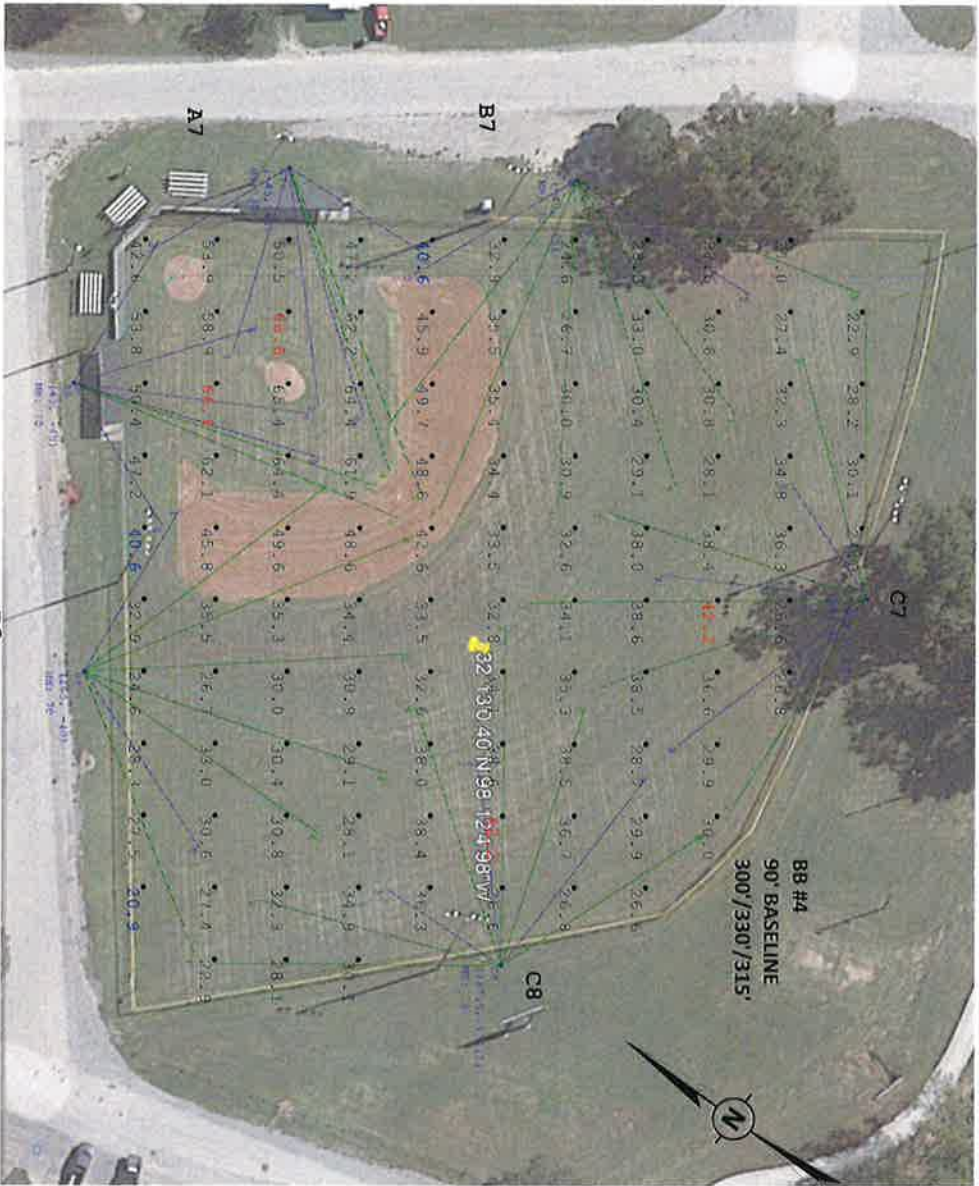
TURNKEY Installation Notes:

- Allow 3-4 weeks for Turnkey Installation.
- Pole locations must also be accessible with standard lift and not obstructed by fencing, buildings, etc. (special lift & matting charges not included) Standard
- turnkey install foundations assume 2000psi soil conditions.
- (Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification - (i.e. rebar, casing, etc.) may require additional charges.)

INCLUDES:

- ✓ Demolition & Disposal of existing sports lighting system / fixtures.
- ✓ Installing controls (if supplied) based on 480V 3Ø service being available within 150' of field.
- ✓ Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
- ✓ All wiring to be copper type THHN.
- ✓ Auguring pole foundation holes, setting all pole stubs in holes, center/plumb/brace and backfill with 3000psi concrete
- ✓ Build out pole tops including mounting cross arm assemblies, mount & wire all fixtures in place, crane rental to set all pole tops in -place,
- ✓ fixture aiming, commissioning of controls, control training, and final clean up.
- ✓ All permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

Total Including Turnkey Install = \$659,000.00



Scale: 1 inch= 50 Ft.

Calculation Summary

Label	Scene: DEFAULT	Units	Avg	Max	Min	Max/Min	# Pts	Presctr	Presctb	CV	UG
#4 INFIELD		Ft.	53.20	65.6	40.5	1.64	25	30	30	0.15	1.95
#4 OUTFIELD		Ft.	31.43	42.2	20.9	2.02	78	30	30	0.15	1.99

Luminaires Schedule

Symbol	QTY	Label	Arrangement
□	20	CIN 530 DM W	SINGLE
□	28	CIN 530 DM M	SINGLE
□	6	CIN 530 DM 5W	SINGLE

Pole Summary

Point	# Lums	Min
A7	9	60'
A8	9	60'
B7	9	60'
B8	9	60'
C7	9	60'
C8	9	60'
TOTAL	9	60'

Pole Writeup Summary

Label	Total Write
A7	3814
A8	3814
B7	3814
B8	3814
C7	3814
C8	3814
TOTAL	34858

STEPHENVILLE CITY PARK
STEPHENVILLE, TX
BASEBALL - 50/30 FC
22-5463.AGI



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 Date: 7/5/2022
 SCALE: NTS
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 22-5463.AGI



Calculations Summary
Scene: DEFAULT

Label	Units	Avg.	Max	Min	Max/Min	# Pts	Project	Project	CV	UG
A1 INFIELD	Fc	53.23	61.5	40.0	1.54	25	20	20	0.10	1.38
A1 OUTFIELD	Fc	33.32	43.1	19.8	2.18	150	20	20	0.16	1.79
A2 INFIELD	Fc	52.46	60.7	38.7	1.57	25	20	20	0.11	1.42
A2 OUTFIELD	Fc	30.94	41.8	20.1	2.08	156	20	20	0.15	1.49
A3 INFIELD	Fc	54.97	70.8	39.3	1.80	25	20	20	0.15	1.42
A3 OUTFIELD	Fc	33.14	44.1	20.2	2.15	48	20	20	0.19	1.73

Luminaires Schedule
Scene: DEFAULT

Symbol	Qty	Label
	34	CLM_630_DIM_W
	68	CLM_630_DIM_M
	8	CLM_630_DIM_SW

LF	Lum. Watts	Arrangement
0.950	646	SINGLE
0.950	646	SINGLE
0.950	646	SINGLE

Pole Summary
Scene: DEFAULT

Poles	# Lum.	MH
A1	6	70'
A2	6	70'
A3	6	70'
A4	6	70'
A5	6	70'
A6	6	70'
B1	7	70'
B2	7	70'
B3	7	70'
B4	7	70'
C1	8	70'
C2	8	70'
C3	8	70'
C4	8	70'
C5	7	70'
C6	7	70'
C8	7	70'

Pole Wattage Summary
Scene: DEFAULT

Label	Total Watts
A1	3876
A2	3876
A3	3876
A4	3876
A5	3876
A6	3876
B1	4522
B2	4522
B3	4522
B4	4522
C1	5168
C2	5168
C3	5168
C4	5168
C5	4332
C6	4332
C8	4332
TOTAL	71680

STEPHENVILLE CITY PARK
STEPHENVILLE, TX
SOFTBALL - 50/30 FC
22-5464.AGI



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DATE: 5/2022
SCALE: NTS
PAGE M of 1
22-5464.AGI

Project Name:	<u>Stephenville City Park</u>
Project City-State:	Stephenville, TX
Quote Date:	7/15/2022
Type of Field(s):	300' Baseball Field
Photometrics Per Design #:	50/30 FC Light Level / 22-5534
Warranty:	10 Year Maintenance <u>FREE</u>

Quantity	Description
6	70 Foot Mounting Height Steel Poles
2	8 Fixture Crossarms
4	9 Fixture Crossarms
52	CLIR 630w LED w/ Visor
52	Prewiring for Poles and Crossarms
1	Standard Wireless Control Hub

Project Notes:

- Price includes all materials listed above (excluding adders & deducts).
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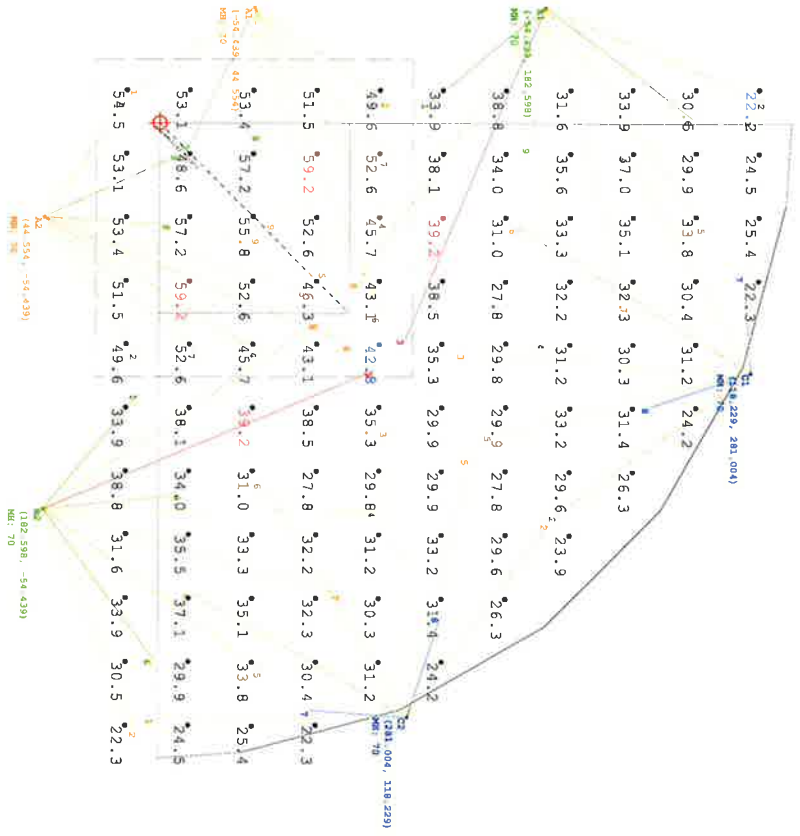
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INCLUDES:

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- ✓ All permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

Total Including Turnkey Install = \$219,000.00



Pole Summary
Scene: DEFAULT

Pole	# Lums	WH
A1	9	70
A2	9	70
B1	9	70
B2	9	70
C1	8	70
C2	8	70
TOTAL		

Pole Wattage Summary
Scene: DEFAULT

Label	Total Watts
A1	5814
A2	5814
B1	5814
B2	5814
C1	5168
C2	5168
TOTAL	33592

Luminaire Schedule
Scene: DEFAULT

Label	Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
BASEBALL INFIELD	2	2	CLR 630, OM, N	0.950	645	SINGLE
BASEBALL OUTFIELD	35	35	CLR 630, OM, M	0.950	645	SINGLE
	10	10	CLR 630, OM, W	0.950	645	SINGLE
	4	4	CLR 630, OM, EW	0.950	645	SINGLE

Calculation Summary
Scene: DEFAULT

Area Size	Units	Avg	Max	Min	Max/Min	# Pts	Project	CV	UG
BASEBALL INFIELD	Sq Ft	51.35	59.2	42.8	1.38	35	30	0.09	1.18
BASEBALL OUTFIELD	Sq Ft	31.35	39.2	22.2	1.77	73	30	0.24	1.38



STEPHENVILLE CITY PARK
BASEBALL- 300' RADIUS
22-5534.AGI

DRAWN BY: RBER
 DATE: 7/15/2022
 SCALE: NTS
 PAGE 1 of 1
 22-5534.AGI

MasterTurf Products and Service, Inc.

1852 Norwood Plaza Suite 201 Hurst, TX 76054 • Office (817) 494-3222 • Cell (817) 929-0166 • Fax (817) 494-3322

August 8, 2022

Tom Henry
City of Stephenville
378 W. Long
Stephenville, Tx. 76401

Dear Tom,

The following information is being provided as requested per our meeting and conversations, regarding your new Baseball Field:

SOFTBALL

Description

Scope of Work: Mobilization, Survey and Layout, Excavate existing site as needed to build new field and drain with existing contours, Install Concrete for (2) Dugouts, Bleacher pads, Bleacher area behind Homeplate and areas between dugouts and bleacher pads at 4" depth, Import and Install approximately 4" of Sandy Loam Topsoil, Import and Install 4" of Masterseal Infield Mix with Conditioner, Homeplate and Pitching Mound area will utilize Black Stick or Clay Bricks, Irrigation System - Irrigation Zones to water all sod areas, New fencing for entire field, backstop and dugouts will include double gate for maintenance entrance, Provide and Install One pair of 15' Varsity Foul Poles, Laser Grade entire infield dirt area and sod areas before installing approximately 75,000 SF of Tif-419 Bermuda Sod, provide and Install Homeplate and Set of Bases with Anchors, Top Dressing and Fertilizing to be used as needed. **Currently, excludes Electrical scopes of work, new Scoreboard and Bleachers but can be added upon request.**

Price

\$ 399,714.00

EXCLUDES

Description

Sales Taxes, Bonds, Permits or Testing fees, Geotechnical testing, Rock Excavation, Allowances /contingencies, Supply or installation of perimeter safety fencing, Supply or installation of any athletic equipment not listed above, Supply or installation of time clocks, scoreboards, or communication systems, Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above, Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage, Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above, Locating, adjusting or capping existing irrigation main lines or heads, Supply or installation of sod, re-vegetation of existing other than what is disturbed, Maintenance of grass or vegetation within construction limits.

STAFF REPORT



SUBJECT: Landfill Permit Amendment Application – Professional Services
MEETING: Public Works Committee Meeting - 16 AUG 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of a professional services agreement with Biggs & Mathews, Inc. to pursue an amendment of the state operating permit for the Stephenville Landfill.

BACKGROUND:

State of Texas records indicate the Stephenville Landfill began accepting Type I waste (regular household waste) as a permitted facility in 1975. Following passage of Subtitle D regulations by the Environmental Protection Agency in 1991, the landfill was re-permitted by the state and converted to accept only Type IV, construction and demolition (C&D), waste.

At the time the decision was made to close the Pre-Subtitle D Type I area and limit the Type IV waste to only the undeveloped area, the city gave up about 1.4 million cubic yards of airspace that could have been used for C&D waste.

The volume of incoming yardage has increased significantly over the last few years and, while increasing revenue, has also resulted in a faster depletion of available airspace. Estimates indicate the landfill's current available volume has approximately six (6) years of available airspace. Locating, purchasing, permitting, and constructing a new landfill site can easily take more than ten years to complete. The goal of engaging the proposed professional services is to reclaim the previously permitted airspace and extend the life of the landfill for 50+ years.

The city has been in numerous discussions with the Texas Commission on Environmental Quality (TCEQ) and has negotiated a method to expand the existing waste-receiving area of the landfill via a "Limited Scope Permit Amendment" process.

FISCAL IMPACT SUMMARY:

The proposal is structured over three phases with the first phase providing for the initial submittal of the application as well as including survey work, drawings, and evaluation for a waste separation layer, if required by TCEQ. Phase II provides for responses to the TCEQ's technical review and Phase III allows for a public meeting, should one be required.

The project budget proposes to provide all three phases for \$80,000.

The FY20-21 budget did not specifically allocate funds for these professional services. If approved, costs would come from the, approximately \$1.3 million, in the current Landfill operations fund balance.

ATTACHMENTS:

Attached is a copy of the proposal.

[Limited Scope Permit Amendment Application](#)

**CITY OF STEPHENVILLE
CITY OF STEPHENVILLE LANDFILL
TCEQ PERMIT NO. MSW 664
PERMIT AMENDMENT APPLICATION (LIMITED SCOPE)
SCOPE OF PROFESSIONAL SERVICES**

PROJECT UNDERSTANDING

Biggs and Mathews Environmental (BME) is pleased to provide this scope of services to the City of Stephenville (City) for a Limited Scope Permit Amendment Application (LSPAA) for the reclamation of previously permitted airspace at the City of Stephenville Landfill, TCEQ Permit No. MSW 664. In accordance with 30 TAC §305.62(j)(2), only the portions of the permit and attachments to which changes are being proposed are required to be submitted as part of the LSPAA. The scope of services and requirement to submit as a LSPAA is based on discussions with the Texas Commission on Environmental Quality (TCEQ). The TCEQ review and any hearing or proceeding will be limited to the proposed changes.

- The purpose of the LSPAA is to reclaim previously permitted airspace which will reclaim approximately 1.4 million cubic yards of useable waste disposal capacity. The reclaimed waste disposal capacity will be placed above the existing top of waste in the previously closed Type I waste disposal area. The reclaimed waste disposal capacity will be limited to construction and demolition wastes.
- This scope includes a pre-submittal meeting with the TCEQ. The estimated date for the pre-submittal meeting is November 1, 2022. The date for the initial TCEQ submittal will depend upon the TCEQ's preliminary comments from the pre-submittal meeting. BME anticipates that the initial TCEQ submittal will be in the first quarter of 2023.
- Preparation of the LSPAA will be as required by Texas Administrative Code, Title 30, Chapter 330 Municipal Solid Waste Rules and Regulations.
- A legal description and map of the property boundary and existing permit boundary are required to be included with this LSPAA. BME will coordinate with the City to obtain the most recent permit boundary legal description and map of the City of Stephenville Landfill.
- TCEQ requires identification and public notice to landowners within ¼ mile of the permit boundary and identification of mineral interest owners below the permit boundary. The mineral interest ownership list and landowners list is required to be incorporated into the permit application. BME will prepare the landowners list and identify mineral interest owners. This document will be based on the Erath County Tax Records.

- Legal counsel will be engaged by the City and the City will coordinate the legal review of the application. BME will work with the City and legal counsel during the review of the LSPAA.
- Public notices and coordination with the TCEQ Chief Clerk's Office will be prepared and provided by legal counsel engaged by the City.
- BME will post the LSPAA on our website to meet the TCEQ requirement for posting the application on a public accessible website.

PROJECT SCOPE

PHASE I – INITIAL SUBMITTAL AND ADMINISTRATIVE REVIEW

This phase of the project includes preparing the LSPAA document, coordinating with the City and legal counsel, the initial submittal to the TCEQ, and responding to TCEQ administrative review comments.

Task 1 – Part I Form / Part I – Site and Applicant Information

A Part I Form will be required for this submittal. The TCEQ regulations require a complete Part I – Site and Applicant Information for a LSPAA. The LSPAA will be required to include information to address 30 TAC §330.59 (Contents of Part I of the Application). Part I will be organized as required by the new TCEQ Form 0650 which incorporates the Part I Form and Part I contents as one submittal.

Boundary Survey, Map and Legal Description

A boundary survey, drawing and legal description of the permit boundary for Permit No. MSW 664 is required by TCEQ as part of the Part I requirements. The boundary survey and legal description was not found within the project files for the landfill. A new boundary survey, drawing, and legal description will be required to be prepared by an RPLS.

Task 2 – Part II – Existing Conditions and Character of the Facility and Surrounding Area

Since this is a LSPAA, the scope of services does not include updating the permit to meet the Part II regulatory requirements. BME will confirm that the TCEQ regulations for a LSPAA do not require a Part II.

Task 3 – Part III – Site Development Plan

The attachments or sections listed below will be revised and submitted as part of the LSPAA to reclaim previously permitted waste disposal capacity.

- Site Development Plan Narrative
- Attachment 1 – Site Layout Plan
- Attachment 2 – Fill Cross Sections
- Attachment 3 – Existing Contour Map

- Attachment 6 – Groundwater and Surface Water Protection Plan and Drainage Plan
- Attachment 7 – Final Contour Map
- Attachment 8 – Cost Estimate for Closure and Post Closure Care
- Attachment 12 – Final Closure Plan
- Attachment 13 – Post Closure Care Plan

Waste Separation Layer Evaluation

This LSPAA provides for reclaiming waste disposal capacity that is available above the existing top of waste in the previously closed Type I waste disposal area. The reclaimed waste disposal capacity is limited to construction and demolition wastes. The approach is to place the new construction and demolition waste over the previously placed Type I waste without a waste separation layer. Should TCEQ require a waste separation layer prior to placing new construction and demolition, the design and demonstration required by TCEQ would be provided.

Task 4 – Client Coordination, Review Meetings, and Initial Submittal

- Coordinate LSPAA review by the City and legal counsel and incorporate comments.
- Coordinate pre-submittal meeting with the TCEQ and incorporate preliminary comments.
- Initial LSPAA submittal to TCEQ.

Task 5 – TCEQ Administrative Review – Responses to Comments

- Coordinate with TCEQ during administrative review process.
- TCEQ has 15 days to review application for administrative completeness.
- Prepare response to TCEQ administrative comments.

PHASE II – TECHNICAL REVIEW

This phase of the project includes responding to TCEQ technical review comments and preparation of the revisions to the LSPAA as requested by TCEQ. The TCEQ will conduct two separate technical reviews, prepare the application summary for interagency review, and prepare the draft permit during this phase of the project.

Task 1 – TCEQ Technical Review No. 1

- Coordinate with TCEQ during Technical Review No. 1.
- TCEQ will have 60 days to review.
- BME will have 60 days to respond.
- Evaluate and respond to the TCEQ review comments.
- Prepare clarifications and revisions to the LSPAA resulting from the TCEQ review.
- Coordinate LSPAA review by the City and legal counsel prior to second TCEQ submittal.

Task 2 – TCEQ Technical Review No. 2

- Coordinate with TCEQ during Technical Review No. 2.
- TCEQ will have 30 days to review.

- We will have 30 days to respond.
- Evaluate and respond to the TCEQ review comments.
- Prepare clarifications and revisions to the LSPAA resulting from the TCEQ review.
- Coordinate LSPAA review by the City and legal counsel prior to third TCEQ submittal.

Task 3 – Permit Finalization – Technically Complete Application

- Coordinate with TCEQ during the permit finalization.
- Assist TCEQ with preparation of the application summary.
- Evaluate and respond to any remaining TCEQ comments.
- TCEQ will prepare the draft permit.
- The City, legal counsel, and BME will review the draft permit and provide comments.

PHASE III – PUBLIC MEETING

The TCEQ requires a public meeting to be conducted if one is requested during the public notification process. A public meeting requires the following:

- The City will be required to notify adjacent land owners and place notice in a local newspaper regarding the submitted LSPAA.
- Coordinate with the City and legal counsel on public meeting strategy.
- Prepare exhibits for use at the public meeting.
- Present summary and discuss the technical aspects of the LSPAA

PROJECT BUDGET

**Limited Scope Permit Amendment Application
Project Budget**

Description	Cost
Phase I – Initial Submittal and Administrative Review	\$34,200
Boundary Survey, Drawing, Legal Description	\$10,000
Waste Separation Layer Evaluation	\$8,000
Phase II – Technical Review	\$17,800
Phase III – Public Meeting	\$10,000
Total Project Cost	\$80,000

ADDITIONAL SERVICES

The following tasks are not included in the proposed scope and would be considered additional services:

- Studies regarding wetlands, endangered and threatened species, and historic use
- Responses to technical comments from other agencies
- Permitting for other government entities such as city, county, or federal agencies

We have included a contract signature block below along with our general terms and conditions. If you are in agreement with this proposal please sign one copy and return it to us. Thank you again for the opportunity to work with you on this project.

Sincerely,

BIGGS & MATHEWS ENVIRONMENTAL
TBPE No. F-256 ♦ TBPG No. 50222



Felipe A. Wescoup, P.E.
Senior Engineer



David Clark, P.E.
Principal

This AGREEMENT is entered into on the date of execution by and between Biggs and Mathews Environmental, Inc., a Texas corporation, hereinafter referred to as CONSULTANT and the City of Stephenville, hereinafter referred to as OWNER. Services covered by this AGREEMENT will be performed in accordance with the GENERAL TERMS AND CONDITIONS attached to this scope of services. This AGREEMENT may only be changed by written amendment executed by both parties.

City of Stephenville

BIGGS & MATHEWS ENVIRONMENTAL, INC.

By: _____

By:  _____

Title: _____

Title: Principal _____

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1. SERVICES TO BE PERFORMED: During the term of this AGREEMENT, and subject to the conditions herein set forth, the CONSULTANT will provide the specific professional services relating to the scope of services defined in the attached proposal.

2. COMPENSATION: As full consideration for the performance of the "Basic Professional Services" listed in each addendum, the OWNER will pay the CONSULTANT in accordance with the Not to Exceed Fee as noted thereon or attached thereto or as agreed.

For "Additional Services" or "Other Optional Tasks" a separate "Addendum" will be prepared, each subject to the terms and conditions of this AGREEMENT. Said "Addendum" will define (1) Scope of Services to be performed (2) Proposed Schedule of Services (3) Cost of Professional Services. Each "Addendum" will be mutually agreed upon by the OWNER and CONSULTANT, subject to the terms and conditions within this AGREEMENT and will be executed by the appropriate representative of each party.

3. TERM OF AGREEMENT: This AGREEMENT will remain in effect, unless terminated by either party by not less than thirty (30) days prior written notice to the other party. If this AGREEMENT is terminated, the CONSULTANT will be paid for services performed to the date of receipt of the termination notice, plus any costs reasonably incurred in terminating services.

4. BILLING AND PAYMENT: Invoices will be submitted monthly based on the completion of each task or mutually agreed portion thereof, and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. Remittance will be mailed to the CONSULTANT at the address noted on such invoices or as the CONSULTANT may otherwise advise.

5. SUSPENSION OF SERVICES: The OWNER may suspend further performance of professional services by the CONSULTANT by ten (10) days prior written notice. If payments of invoices by the OWNER are not maintained on a thirty (30) day current basis, the CONSULTANT may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of the CONSULTANT, make this AGREEMENT or any separate document for specific services subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and the CONSULTANT will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including but not limited to personnel rescheduling, equipment rescheduling, and/or reassignment adjustment.

6. FORCE MAJEURE: Neither party will hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Should such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the performance of this AGREEMENT. Delays within the scope of this Article will extend the contract completion date for specified services commensurately or will, at the option of either party, make this AGREEMENT subject to termination or to renegotiation.

7. WARRANTY: The CONSULTANT provide services in accordance with generally accepted professional practices in its fields of specialty. In the opinion of the CONSULTANT, they are knowledgeable and have the required expertise regarding the current applicable rules and regulations as they pertain to the attached professional services. No other warranty or representation, either expressed or implied, is included or intended as part of the CONSULTANT services, proposals, contracts, or reports.

8. LIMITATION OF LIABILITY: The CONSULTANT will maintain professional liability (errors and omissions) insurance in the amount of \$1,000,000 aggregate limits during the term of this AGREEMENT. To the fullest extent permitted by law, the OWNER agrees to limit the liability of the CONSULTANT, its officers, shareholders and employees, for any CONSULTANT damages for any cause or combination of causes not to exceed the compensation received by the CONSULTANT under this AGREEMENT.

9. INDEMNIFICATION: Each party shall indemnify the other party from loss, cost, damage or expense (including reasonable attorney's fees), arising out of the negligence of the indemnifying party to the extent

that such loss, cost, damage or expense is caused by the negligence of the indemnitor, and such liability shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, consequential, or punitive damages of any kind whatsoever. In addition, the OWNER agree to indemnify, defend and hold the CONSULTANT harmless from any loss, cost, damage, expense (including attorneys' fees) or liability, arising out of or in connection with the CONSULTANT performance for any environmental pollution or contamination except to the extent such pollution or contamination is newly caused or created by the active negligence or willful misconduct of the CONSULTANT.

10. NO THIRD PARTY BENEFICIARIES: There are no third party beneficiaries of this AGREEMENT between the OWNER and the CONSULTANT, and no third party shall be entitled to rely upon any work performed or reports prepared by the CONSULTANT hereunder for any purpose whatsoever.

11. RIGHT OF ENTRY AND DAMAGES: The OWNER will arrange for authorized entry for the CONSULTANT and its sub-contractors to the project site, and nearby properties if required, in order to complete the services. While the CONSULTANT will take all reasonable precautions to minimize any physical damage to the project site and any nearby properties, it is understood by OWNER that in the normal course of performing services some damage may occur.

12. LAWS AND REGULATIONS: Both parties will be entitled to regard all applicable laws, rules and regulations issued by any federal or state regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgement in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, ordinances, or regulations, or the interpretation thereof, following the performance of professional services under this AGREEMENT, the CONSULTANT will not be responsible for any claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or non-incorporation of such changes in professional services prior to the effectiveness of such changes in laws, codes, ordinances or regulations, or the interpretation thereof.

13. ASSIGNMENT: This AGREEMENT is binding on and inures to the benefit of the parties hereto and their respective successors, representatives, and assigns. Neither party to this AGREEMENT may assign or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. MISCELLANEOUS: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between the OWNER and the CONSULTANT. It supersedes all prior written or oral AGREEMENTS, or contemporaneous communication with respect to the subject matter thereof, and has not been induced by any representations, statements, or AGREEMENTS other than those herein expressed. No amendment to this AGREEMENT hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.

Any provisions of this AGREEMENT held in violation of any law or ordinance will be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provisions of this AGREEMENT with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas.

TOURISM AND VISITORS BUREAU QUARTERLY REPORT

1. Moo-La Fest (June 2-4, 2022)

- a. Budget: \$80,000
 - i. Total spent: \$85,852.99,
 - ii. Amount earned in sponsorships: \$24,250
 - iii. Total Revenue: \$32,487.15
- b. SEDA Report
- c. Hot air balloons, live music from Old Crow Medicine Show, Gary P. Nunn, Rodney Crowell, and Scott Kirby, Carnival Americana, and 30+ food and artisan vendors.
- d. This year's event was the largest and most successful Moo-La Fest to date.

2. Trainings & Education Conference

- a. TML Small Town Leadership - May
- b. Texas Travel Alliance (TTA) - June
- c. Texas Association of Convention Visitor Bureaus – August

3. Materials:

- a. Visitors Guide – (being updated - online access)
- b. Boutiques, Antiques, & Unique Eats
- c. Stephenville Promo Videos - 15 & 30 second videos made by the DayTripper
 - i. Will be shown at TSU & SHS home games, Cowboy Capital Pro Rodeo, and more.

4. Moo-La's 50th Birthday Bash

- a. Friday, September 23rd from 5:00-9:00pm
- b. Guest speakers – Mayor Doug Svien and State Representative Shelby Slawson
- c. Live music from Downtown Fever, food trucks, and a photo bus
- d. Sponsorship Opportunities (See print-out)
- e. Texas Co-Op Power Magazine special advertisement (page 32)
- f. Part of the “blow-out” weekend with Rhymes & Vines, Downtown Wine Walk, and Cowboy Capital Pro Rodeo.

Stephenville

★ Main Street

Main Street is economic vitality within the context of historic preservation. Through creative and authentic placemaking, Main Street re-establishes downtown as the central business district within a community.

PROMOTION Q2



Coming up:

- Artisan & Farmer's Market – Sept. 3 & Oct. 1
- Moo-La's 50th - September 23
- Art & Wine Walk – September 24
- SpookyVille - October 22
- ChristmasVille – November 26



ORGANIZATION Q2

Volunteer Hours:

- Keep Stephenville Beautiful
- Stephenville Downtown Merchants
- Stephenville High School
- Henderson Junior High
- Girl Scouts
- Boy Scouts
- More

DESIGN Q2

- Short Term & Long Term Recommendations
- Downtown Clean-Up - Earth Day, April 22
- Keep Stephenville Beautiful –Flower beds
- Approval of New Street Lights

**Coming Soon:
Downtown Clean-Up – September
Western Heritage Committee**



ECONOMIC VITALITY Q2

New Businesses:

- Cross Timbers Fine Arts Council
- Johnny & June Mercantile
- Peace Love & Good Hair
- Remedy Health & Wellness
- Studio 254
- White Magnolia House
- Wild Gringa

Estimated Rehab/Reinvestment:
\$177,500

Estimated Job Growth:
+ 20

Coming Soon:
Layerz Clothing
Wyatt



MAIN STREET EVENTS

THC MAIN STREET EVENTS:

- First Lady's Visit – October 4
- Imagine the Possibilities Tour – October 20

TRAINING:

- THC Main Street Manager Retreat – August 10-12- Victoria
- Texas Downtown Association-November 1-4 – San Marcos
- THC Real Places February 1-3 - Austin



Stephenville

★ Main Street