



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 W Washington
Tuesday, June 18, 2024 at 5:30 PM

AGENDA

CALL TO ORDER

DEVELOPMENT SERVICES COMMITTEE

Gerald Cook, chair; LeAnn Durfey, Maddie Smith, Brandon Greenhaw

1. Discussion of B-2, Retail and Commercial Zoning District Permitted and Conditional Uses
2. Consider Approval of Proposed Revisions to Section 155.6.20.H.1 of the Subdivision Ordinance

FINANCE COMMITTEE

David Baskett, chair; Gerald Cook, Dean Parr, Brandon Greenhaw

3. Consider Approval to Purchase ClearGov Digital ACFR – Civic Edition

NOMINATIONS COMMITTEE

Maddie Smith, chair; LeAnn Durfey, Lonn Reisman, Alan Nix

4. Consider Approval of Nominations to Citizen Boards and Commissions

PUBLIC WORKS COMMITTEE

Alan Nix, chair; Gerald Cook, Dean Parr, David Baskett

5. Consider Approval of Proposal for Sanitary Sewer Basin Evaluation - Basin 04 South

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.

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.

Sec. 154.06.2. Retail and commercial business district (B-2).

6.2.A Description. The Retail and Commercial Business District provides areas for the grouping of retail shops and stores offering goods and services for the residents in general. These shopping areas will generally be more densely concentrated and more traffic intensive than allowed in the Neighborhood Business Districts.

6.2.B Permitted Uses.

- (1) Animal grooming;
- (2) Antique shop/art gallery—sales in building;
- (3) Assisted living center;
- (4) Athletic field;
- (5) Automobile service station and car care center;
- (6) Auto parking lot or building (commercial);
- (7) Auto parts sales;
- (8) Auto repair/mechanic garage;
- (9) Auto sales;
- (10) Automobile rental;
- (11) Bail bond service;
- (12) Bakery—Retail;
- (13) Banks or other financial institutions;
- (14) Bicycle sales and rental;
- (15) Boat sales;
- (16) Bottling works (wholesale);
- (17) Building material sales;
- (18) Cabinet and upholstery shop;
- (19) Car wash;
- (20) Care facility for narcotic, alcoholic or psychiatric patients;
- (21) Cemetery/mausoleum;
- (22) Church, temple or mosque;
- (23) Civic/community center;
- (24) Cleaning and pressing—small shop, pickup and delivery;
- (25) Clinic;
- (26) College or university;
- (27) Commercial amusement (indoor);
- (28) Commercial amusement (outdoor);
- (29) Convalescent, nursing or long term care facility;

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- (30) Convenience/grocery store (without pumps) convenience store (with pumps);
 - (31) Construction equipment rental and sales;
 - (32) Construction yard (temporary);
 - (33) Contractor shop and storage yard;
 - (34) Department store;
 - (35) Discount warehouse store;
 - (36) Drapery, needlework or weaving shop;
 - (37) Farmers Market;
 - (38) Feed, seed and fertilizer store—no bulk storage;
 - (39) Field office (temporary);
 - (40) Florist;
 - (41) Fraternal organization, lodge or civic club;
 - (42) Furniture or appliance store;
 - (43) Golf course or country club, driving range;
 - (44) Greenhouse or nursery for retail plant sales with outside storage;
 - (45) Handcraft shop;
 - (46) Health club, weight and aerobic center;
 - (47) Home improvement center;
 - (48) Hospital—general acute care (human);
 - (49) Hotels and motels;
 - (50) Household appliance service and repair;
 - (51) Kennel;
 - (52) Kiosk;
 - (53) Laboratory (medical);
 - (54) Landscaping service;
 - (55) Laundry and cleaning (self service);
 - (56) Lawn equipment and small engine sales and services;
 - (57) Micro brewery;
 - (58) Mini storage/warehouses;
 - (59) Monument retail sales (outside storage);
 - (60) Mortuary or funeral home;
 - (61) Moving company;
 - (62) Neighborhood grocery store (no fuel service);
 - (63) Office—professional and general administration;

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- (64) Park, playground, public community recreation center;
 - (65) Pawn shop;
 - (66) Personal service shop (beauty, barber and the like);
 - (67) Pet shop—small animals within building;
 - (68) Plumbing shop;
 - (69) Portable building sales;
 - (70) Printing;
 - (71) Produce stand;
 - (72) Psychic/Tarot card reader;
 - (73) Recreational vehicle sales;
 - (74) Recycling kiosk;
 - (75) Research lab (non-hazardous);
 - (76) Restaurant (drive-in type);
 - (77) Restaurant or cafeteria—without drive-in service;
 - (78) Restaurant with alcoholic beverage service;
 - (79) Retail shops and stores other than listed;
 - (80) Roofing and siding supply;
 - (81) Sale of alcohol as licensed by the Texas Alcoholic Beverage Commission;
 - (82) Schools—public, private and parochial;
 - (83) Shopping center;
 - (84) Storage or repair of furniture and appliances (display inside of building);
 - (85) Studio (photographer, musician, artist);
 - (86) Studio for radio and television;
 - (87) Tattoo parlor/body piercing studio;
 - (88) Taxidermy;
 - (89) Theater—indoor;
 - (90) Tobacco shop;
 - (91) Tool and equipment rental shop;
 - (92) Trailer rental and sales;
 - (93) Veterinary clinic or hospital; and
 - (94) Veterinary services.

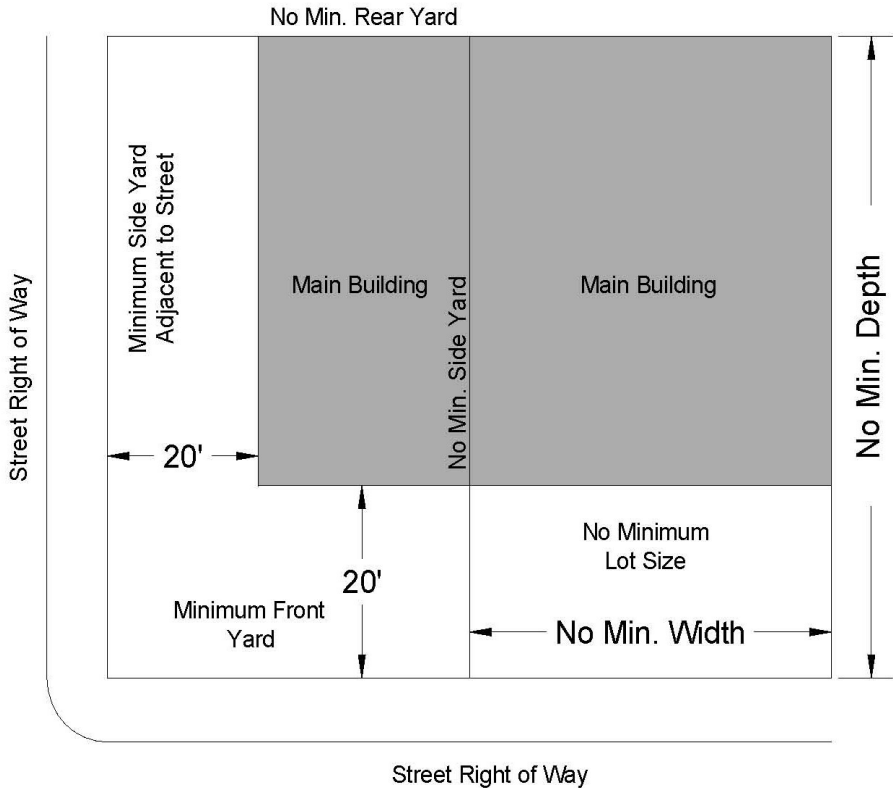
6.2.C Conditional Uses (Special Use Permit required).

- (1) Day care center—12 or more children;
- (2) Flea market;

- (3) Frozen foods locker;
- (4) Scientific and research laboratories;
- (5) Theater (drive-in); and
- (6) Trade and commercial schools.

6.2.D Height, Area, Yard and Lot Coverage Requirements.

- (1) Maximum density: There is no maximum density requirement.
- (2) Minimum lot area: There is no minimum area requirement.
- (3) Minimum lot width: There is no minimum width requirement.
- (4) Minimum lot depth: There is no minimum depth requirement.
- (5) Minimum depth of front setback: 20 feet.
- (6) Minimum depth of rear setback: There is no minimum rear setback requirement unless the lot abuts upon a Residential District, then a minimum ten feet is required.
- (7) Minimum width of side setback:
 - (a) Internal lot: There is no minimum side setback requirement unless the lot abuts upon a Residential District, then a minimum five feet is required.
 - (b) Corner lot: 20 feet.
- (8) Building size: There are no minimum size regulations.
- (9) Maximum height of structures: 35 feet.
- (10) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



Note: No rear or side yard except when the lot abuts upon a Residential District, then the minimum setback for rear yard is 10 feet and side yard is five feet.

6.2.E Parking Regulations. All uses permitted in the B-2 District: See Section 11 Parking Regulations.

6.2.F Sign Regulation. See Section 12 for Sign Regulations.

6.2.G Exceptions to Use, Height and Area Regulations. See Section 10.

6.2.H Garbage Regulations. Retail and Commercial District businesses will provide a serviceable area specifically for refuse collection designed for refuse canisters. Each designated canister area will be nine feet wide and eight feet deep (72 square feet), with a cement slab base. If the location of the cement slab is adjacent to a residential district, the slab must be at least five feet from the property line. The refuse area will be enclosed on three sides by a privacy fence. Approach areas will meet the requirements of Subsection 6.2.I.

6.2.I Loading and Unloading Regulations. All loading, unloading and maneuvering of vehicles connected with the activity must be on the premises and will not be permitted in any street. Loading and unloading areas must be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced.

(Am. Ord. 2008-07, passed 5-6-2008; Am. Ord. 2009-23, passed 12-1-2009; Am. Ord. No. 2018-O-25 , § 1, 8-7-2018; Ord. No. 2021-O-17 , §§ 1, 3, passed 6-1-2021; Ord. No. 2021-O-32 , § 1, passed 8-3-2021)



STAFF REPORT

SUBJECT: Proposed Revisions to Section 155.6.20.H.1 of the Subdivision Ordinance

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director

RECOMMENDATION:

Staff is proposing the following revisions for consideration:

- H. *Dedications: Payment in Lieu of Land Provisions.* Where the Planning and Zoning Commission determines that a payment of money in lieu of land shall be made, the following provisions shall apply:
 - 1. *Determining the Amount of Payment.*
 - a. Any payment of money required to be paid shall be as follows:
 - i. Single-family residential structures, as defined by Section 155.8.02.49-51 of the Subdivision ordinance, shall pay the amount specified in the City's most recently adopted ordinance establishing fees for services.
 - ii. Multi-family residential structures, as defined by Section 155.8.02.48 of the Subdivision ordinance, shall pay the amount specified in the City's most recently adopted ordinance establishing fees for services.

ALTERNATIVES

- 1. Recommend the proposed revisions to City Council.
- 2. Recommend other revisions to City Council.



STAFF REPORT

SUBJECT: Consider Approval to Purchase ClearGov Digital ACFR – Civic Edition

DEPARTMENT: Finance

STAFF CONTACT: Monica

RECOMMENDATION:

Staff is requesting the Finance Committee to approve the purchase of the ClearGov Digital ACFR – Civic Edition with a positive recommendation to Council on July 2, 2024.

BACKGROUND:

The City of Stephenville contracted with ClearGov for Transparency and Budgeting in March 2023, which has been successful in presenting Transparency data on the website, as well as the creation of the digital budget book for FY 2023-2024. ClearGov has created a module for the digital presentation of the Annual Comprehensive Financial Report that will result in easier collaboration with auditors for the creation of the report.

FISCAL IMPACT SUMMARY:

ClearGov is offering the product at a 30% discount until June 29, 2024. The initial setup cost, net of bundle discount, is \$1,755. ClearGov will prorate the first-year cost for January 2025 through September 2025 in the amount of \$4,515. The annual cost, net of bundle discount, for October 1, 2025, to September 30, 2028 is \$6,020. The total cost of this contract is \$24,330. This contract may be cancelled with at least 60 days' notice prior to the end of the then current annual term. As the setup will not commence until January 1, 2025, this will not affect this year's budget.

ALTERNATIVES

Not approve the purchase.



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Lina Berisha
Contact Phone	214-449-3756
Contact Email	lberisha@cleargov.com

Order Date	Jun 6, 2024
Order valid if signed by	Jun 29, 2024

Customer Information

Customer	City of Stephenville	Contact	Monica Harris	Billing Contact	
Address	298 W. Washington St	Title	Finance Director	Title	
City, St, Zip	Stephenville, TX 76401	Email	mharris@stephenvilletx.gov	Email	
Phone	254-918-1220			PO # (If any)	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 2	\$ 2,700.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 2	\$ (945.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 1,755.00
Subscription Services	Tier	Service Fees
ClearGov Digital ACFR - Civic Edition	Tier 2	\$ 8,600.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 2	\$ (2,580.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 6,020.00

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Jan 1, 2025	Jan 1, 2025	ClearGov Setup Services
Pro-Rata	Jan 1, 2025	Sep 30, 2025	ClearGov Subscription Services
Initial	Oct 1, 2025	Sep 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Jan 1, 2025	\$ 1,755.00	One Time Setup Fee
Jan 1, 2025	\$ 4,515.00	9 Month Pro-Rata Subscription Fee
Oct 1, 2025	\$ 6,020.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions

Valid Until	Jun 29, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.	Item 3.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.	
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.	
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.	
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.	
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.	

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	Yes	If Yes: Original Service Order Date	2/15/23

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

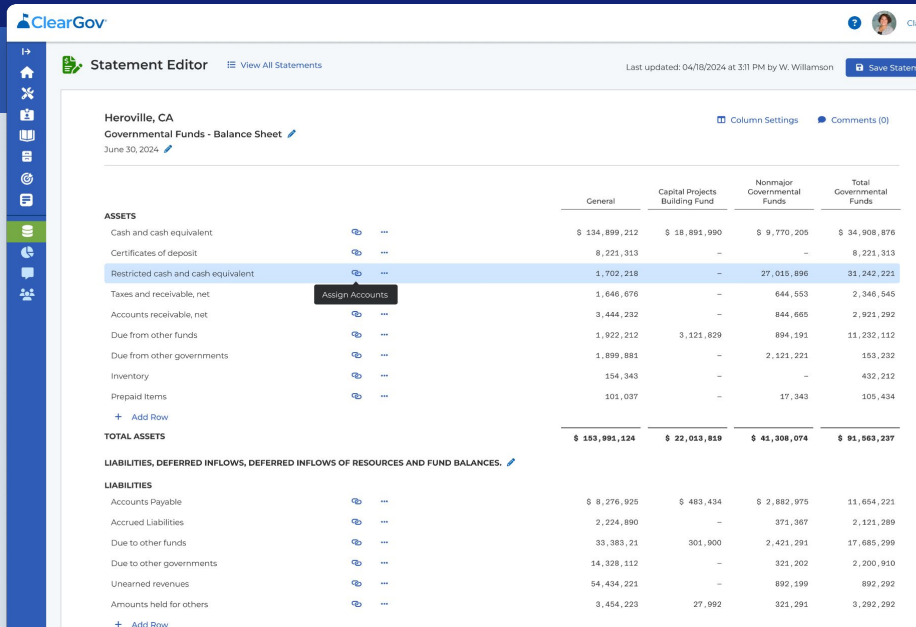
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Digital ACFR

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- ✓ Save time with automatic data updates
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- ✓ Present online and PDF versions effortlessly



Statement Editor | View All Statements | Last updated: 04/18/2024 at 3:11 PM by W. Williamson | Save Statement

Heroville, CA
Governmental Funds - Balance Sheet
June 30, 2024

	General	Capital Projects Building Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalent	\$ 194,899,212	\$ 18,891,990	\$ 9,770,205	\$ 34,961,876
Certificates of deposit	8,221,313	-	-	8,221,313
Restricted cash and cash equivalent	1,702,218	-	27,015,896	31,242,221
Taxes and receivable, net	1,646,676	-	644,553	2,346,545
Accounts receivable, net	3,444,232	-	844,665	2,921,292
Due from other funds	1,922,212	3,121,829	894,191	13,232,112
Due from other governments	1,899,881	-	2,121,221	153,232
Inventory	154,343	-	-	432,212
Prepaid Items	101,037	-	17,343	105,434
+ Add Row				
TOTAL ASSETS	\$ 153,991,124	\$ 22,053,819	\$ 41,308,074	\$ 91,663,237
LIABILITIES, DEFERRED INFLOWS, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts Payable	\$ 8,276,925	\$ 483,434	\$ 2,882,975	11,654,221
Accrued Liabilities	2,224,890	-	371,367	2,121,289
Due to other funds	33,383,21	301,900	2,421,291	17,685,299
Due to other governments	14,328,112	-	321,202	2,200,910
Unearned revenues	94,434,221	-	892,199	892,292
Amounts held for others	3,454,223	27,982	321,291	3,292,292
+ Add Row				

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The City of Malden is an unabashed fan of the products. We're always looking forward to when something new comes out to see if it's something that can help us and we'd advise anybody to give the products a long look because, from our perspective, it's the best in class.

- Ron Hogan, Chief Strategy & Innovation Officer, Malden, MA

Get a Demo



Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

Home > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > Application for Citizen Boards and Commissions

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]
Submitted by Visitor (not verified)
Tue, 04/30/2024 - 10:52am
38.141.6.22

First Name

Mark

Last Name

Mcclinton

Home Address

[REDACTED]

City, State, Zip Code

Stephenville tx 76401

Mailing Address

[REDACTED]

City, State, Zip Code

Stephenville tx 76401

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

[REDACTED]

Employment Status

Employed Full-Time

Employer

Dj enterprises

Please indicate what board you are applying for. (First Choice)

Stephenville Type B Economic Development Authority Board of Directors

Please indicate what board you are applying for. (Second Choice)

Planning and Zoning Commission

Please indicate what board you are applying for. (Third Choice)

Board of Adjustment

Are you currently serving on a board or commission?

No - New Applicant

Have you ever attended a Board or Council meeting?

Yes

Availability

- Daytime (8:00am - 5:00pm)
- Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

No

Please indicate which category of the local economy that you represent.

General Public - Defined as those persons having no economic interest other than a normal consumer

Reason for Applying

Desire to continue serving community

Educational Background

Undergraduate animal science A&M

Graduate At economics A&M

Occupational Background

Facilities manager

Relevant Experience

Council service

Community Involvement

Council representative ,keep Stephenville beautiful,,cornerstone church, booster club

Submit Application

Mark mcclinton

Date

Tue, 04/30/2024

Source URL:<https://www.stephenvilletx.gov/node/791/submission/11182>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

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Home > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > Application for Citizen Boards and Commissions

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]
Submitted by Visitor (not verified)
Tue, 04/16/2024 - 7:26pm
166.198.250.58

First Name

Justin

Last Name

Haschke

Home Address

[REDACTED]

City, State, Zip Code

76401

Mailing Address

[REDACTED]

City, State, Zip Code

76401

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

justin.haschke@bmywealthmgmt.com

Employment Status

Employed Full-Time

Employer

BMY wealth

Please indicate what board you are applying for. (First Choice)

Stephenville Type B Economic Development Authority Board of Directors

Please indicate what board you are applying for. (Second Choice)

Please indicate what board you are applying for. (Third Choice)

Are you currently serving on a board or commission?

No - Not currently serving, have served in the past

Have you ever attended a Board or Council meeting?

Yes

Availability

Daytime (8:00am - 5:00pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

Yes

Please indicate which category of the local economy that you represent.

Industry - Corporations, partnerships, sole proprietorships or other legal entities formed for the purpose of making a profit and which produce or manufacture goods or services and which are not small businesses

Reason for Applying

I want to serve the community and promote economic development.

Educational Background

Tarleton state university

Occupational Background

Financial services

Relevant Experience

I own a business in town and work in finance.

Community Involvement

Serve on city council, previously served on Seda, serve on Stedco, Oakdale united methodist PPRC, Compassion counseling, Stephenville optimist club, Texan Club.

Submit Application

Justin Haschke

Date

Tue, 04/16/2024

Source URL: <https://www.stephenvilletx.gov/node/791/submission/11136>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

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Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]
Submitted by Visitor (not verified)
Wed, 06/12/2024 - 8:45am
24.245.79.221

First Name

Lisa

Last Name

LaTouche

Home Address

[REDACTED]

City, State, Zip Code

Stephenville

Mailing Address

[REDACTED]

City, State, Zip Code

Stephenville

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

[REDACTED]

Employment Status

Employed Full-Time

Employer

Tarleton State University

Please indicate what board you are applying for. (First Choice)

-Library Advisory Board

Please indicate what board you are applying for. (Second Choice)

Please indicate what board you are applying for. (Third Choice)

Are you currently serving on a board or commission?

Yes - Seeking Reappointment

Have you ever attended a Board or Council meeting?

Yes

Availability

Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

No

Please indicate which category of the local economy that you represent.

Education - Serving in higher education at high school level or beyond

Reason for Applying

I currently serve as the Chair of the Planning and Zoning Commission and I wish to continue that service. In addition to this, I would like to serve on the Library Advisory Board because I am currently the President of the Friends of the Stephenville Library and our representative on the the Library Advisory Board recently relocated out of town. As an educator, I am passionate about the role of the library in our community and wish to have a voice on this board.

Educational Background

I have a B.A. in English and a Masters in Teaching of English.

Occupational Background

I am a full-time English Instructor at Tarleton State University. In the Fall of 2024 I will also be the Coordinator of First Year Writing for the university.

Relevant Experience

I have served on the Planning and Zoning Commission for 9 years and have served as the Chair of that commission for the past 5 years. I have served as the President of the Friends of the Stephenville Public Library for the past 15 years. In this capacity I have raised thousands of dollars for the library and have organized numerous cultural events and volunteer opportunities.

Community Involvement

I have served on the Planning and Zoning Commission for 9 years and have served as the Chair of that commission for the past 5 years. I have served as the President of the Friends of the Stephenville Public Library for the past 15 years.

Submit Application

Lisa LaTouche

Date

Wed, 06/12/2024

Source URL: <https://www.stephenvilletx.gov/node/791/submission/11375>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

[Home](#) > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > [Application for Citizen Boards and Commissions](#)

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]
Submitted by Visitor (not verified)
Thu, 05/02/2024 - 3:27pm
69.59.115.138

First Name

Michael

Last Name

Jones

Home Address

[REDACTED]

City, State, Zip Code

Stephenville, TX 76401

Mailing Address

[REDACTED]

City, State, Zip Code

Stephenville, TX 76401

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

[REDACTED]

Employment Status

Self Employed

Employer

IRC

Please indicate what board you are applying for. (First Choice)

-Library Advisory Board

Please indicate what board you are applying for. (Second Choice)

-Tourism and Visitors Bureau Advisory Board

Please indicate what board you are applying for. (Third Choice)

-Parks and Leisure Advisory Board

Are you currently serving on a board or commission?

No - New Applicant

Have you ever attended a Board or Council meeting?

Yes

Availability

- Daytime (8:00am - 5:00pm)
- Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

No

Do you or a family member own a business within the community?

No

Please indicate which category of the local economy that you represent.

Non-Profit - Corporation with no part of the income distributable to members, directors, or officers

Reason for Applying

After 6 years residing in Stephenville and the fact that my daughter is a professor at Tarleton, I would find the opportunity to better serve the Stephenville community

Educational Background

BSME General Motors Institute GMI, Flint Michigan
MBA University of Alabama, Birmingham Alabama

Occupational Background

40+ years as a consultant to numerous for profit and non profit small business and corporate interest.
Further expressed in depth at www.aloisiojonesconsultants.com
Chairman of Board Institute for Restorative Communities at www.irc.org

Relevant Experience

Number of advisory board positions in Laguna Beach, CA. - Virginia City, NV - Fort Worth, TX
20 year SCORE Counselor under the US Small Business Administration

Community Involvement

None to date in Stephenville.

Library, Planning, Tourism, Parks & Rec board positions in Laguna Beach, Virginia City, and Fort Worth

Submit Application

Michael David Jones

Date

Thu, 05/02/2024

Source URL: <https://www.stephenvilletx.gov/node/791/submission/11192>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

[Home](#) > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > [Application for Citizen Boards and Commissions](#)

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]
Submitted by Visitor (not verified)
Tue, 05/14/2024 - 4:26pm
12.50.9.2

First Name

Tina

Last Name

Virgin

Home Address

[REDACTED]

City, State, Zip Code

Stephenville

Mailing Address

[REDACTED]

City, State, Zip Code

Stephenville

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

TINAVIRGIN@TEXASHEALTH.ORG

Employment Status

Employed Full-Time

Employer

Texas Health Resources

Please indicate what board you are applying for. (First Choice)

Board of Adjustment

Please indicate what board you are applying for. (Second Choice)

-Tourism and Visitors Bureau Advisory Board

Please indicate what board you are applying for. (Third Choice)

Planning and Zoning Commission

Are you currently serving on a board or commission?

No - New Applicant

Have you ever attended a Board or Council meeting?

Yes

Availability

Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

No

Please indicate which category of the local economy that you represent.

Healthcare - Provider of goods and services contributing to the care of others

Reason for Applying

My reason for applying to this board is to work towards a stronger, more productive, and all-around better community for the citizens of Stephenville and all generations to come. I love Stephenville and have lived here for forty-five plus years and I want to give back to this community where my children and grandchildren have been or are being raised. I believe in a thriving city and will work with this team on building and ensuring we have a thriving city and community. I also feel that this group is future-focused and actively evaluates new initiatives and how such initiatives can be accomplished. I believe that I have both knowledge and education to positively impact this board and our community.

Educational Background

I have a Doctorate in Nursing Degree along with two Master's of Nursing, one in Education with Clinical Nurse Specialty and the other in Informatics. I also have a Bachelor's of Science Degree in Nursing.

Occupational Background

I have worked as a Registered Nurse in many different roles for the past 25 years. In doing so, the majority of my experience has been in Stephenville. One of the roles as a nurse was within community advocacy and the evaluation of community needs within Stephenville. This role provided me with an opportunity to complete a community health needs assessment and analysis providing a better picture of our community and it's needs. Once the needs assessment was complete, I was tasked with building a community health improvement council, which I led for 8 years, and several projects were developed and implemented through council work.

Relevant Experience

As a Master's Degree prepared registered nurse, I was tasked with developing a community health council to evaluate needs within our community. It was my responsibility to reach out to other community members and seek their willingness to assist with the council in determining what was needed and how those needs could be met. I was able to build a council that worked together to develop programs, build the tools, and find or provide the resources for whatever was determined as the highest priority for our community. This council consisted of local members from United Way, Tarleton State University, local churches, previous city council members, and other organizations that provided free or low cost services to Stephenville and the community.

Community Involvement

I have been involved in providing community projects such as a distracted driver program to give insight into how distractions have led to greater dangers in driving. I also led a sub-group in

development of a resource guide for the community that provides resources available to all community members and how they can be accessed. Another means of community involvement includes mission trips to provide medical care to those without access to medical facilities or professionals. I continue to provide American Heart Association and Emergency Nurses Association courses to medical and non-medical community members. This also includes information for businesses wanting and/or needing information on how to handle medical emergencies within their business.

Submit Application

Dr. Tina J. Virgin DNP, RN

Date

Tue, 05/14/2024

Source URL:<https://www.stephenvilletx.gov/node/791/submission/11238>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

BOARD OF ADJUSTMENT

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Original Term</u>	<u>Current Term</u>
1	JJ	Conway	2022-23	2022-24
2	Robert	Nimmo	2024-25	2024-25
3				
4	Moumin	Quazi	2012-13	2024-25
5	Mary	Seach-McGuire	2024-25	2024-25
A1	VACANT			
A2	VACANT			
A3	VACANT			
A4	VACANT			

Dean Parr - Council

LIBRARY ADVISORY BOARD

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Term</u>	<u>Current Term</u>
1	Jennie	Shafer	2021-22	2023-24
2	Jorge	Moreno	2024-25	2024-25
3				
4	Katy	Eichenberg	2011-12	2024-25
5	Katherine	Quinnell	2021-22	2023-24
6	Katherine	Horak Smith	2021-22	2024-25
7	Joe	Garcia	2024-25	2024-25

Kate Barton - resigned

MAIN STREET ADVISORY BOARD

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Original Term</u>	<u>Current Term</u>
1				
2	Scott	Allen	2024-25	2024-25
3	Dr. Aimee	Shouse	2021-22	2023-24
4	Jill	Burk	2024-25	2024-25
5	Joycelyn	Perez	2023-24	2023-24
6	Rita	Cook	2021-22	2024-25
7	Julie	Thomas	2023-24	2023-24

Phil Greer - resigned

PLANNING & ZONING COMMISSION

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Term</u>	<u>Current Term</u>
1	Tyler	Wright	2023-24	2023-24
2				
3	Lisa	LaTouche	2015-16	2023-24
4	Bonnie	Terrell	2023-24	2024-25
5	Nick	Robinson	2016-17	2023-24
6	Brian	Lesley	2019-20	2024-25
7	Paul	Ashby	2023-24	2023-24
A1	Justin	Slawson	2023-24	2024-25
A2	James	Stephenson	2024-25	2024-25

Alan Nix - Council

STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Term</u>	<u>Current Term</u>
1	Marion	Cole	2024-25	2024-25
2	Malcolm	Cross	2018-2019	Ricky
3	Kelijon	Nancy	2021-22	2023-24
4				
5	Metta	Collier	2023-24	2023-24
6	Ricky	Thurman	2024-25	2024-25
7				

Lori Beaty - resigned

Gerald Cook - Council

WESTERN HERITAGE ADVISORY BOARD

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Term</u>	<u>Current Term</u>
1	Darla	Doty	2023-2025	2023-2025
2	Jerry	Norris	2023-2025	2023-2025
3	Kari	Haile	2023-2025	2023-2025
4				
5	Vanessa	Halford	2023-2025	2023-2025
Ex-Officio				
1	Angie	Ayers	2023-2025	2023-2025
2	Bob	Doty	2023-2025	2023-2025
3	Merry J.	Flatbush	2023-2025	2023-2025

Marilyn Meador - resigned

Regular City Council Meeting

STAFF REPORT



SUBJECT: FY 2023-2024 Sanitary Sewer Basin 4S Evaluation Survey
Professional Services Agreement

MEETING: Public Works Committee Meeting - 18 Jun 2024

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed professional services agreement with Pipeline Analysis, LLC. to perform an Evaluation of Sanitary Sewer Basin Four - South as allocated in the FY 23-24 budget.

BACKGROUND:

The City of Stephenville entered into a Sanitary Sewer Overflow Agreement with the Texas Commission on Environmental Quality in 2009. Terms of participation require the city to conduct an evaluation of the sanitary sewer collection system. In exchange for participation, the TCEQ withholds formal enforcement of penalties associated with Notices of Violation.

The TCEQ defines a sanitary sewer overflow as “an unauthorized discharge of untreated wastewater from a collection system or its components (e.g., manhole, lift station, or cleanout) prior to reaching a treatment facility.” Overflows normally occur due to structural blockages such as debris, offset joints or partially collapsed lines. Maintenance-related issues such as root intrusion, sedimentation, and grease build-up are also significant contributors to overflow events.

Nine of the ten collection system basins identified have been previously evaluated. Pipeline Analysis has performed the previous evaluations of the sanitary sewer collection system with consistency in data collection and reporting.

PROPOSAL:

Attached is a proposal from Pipeline Analysis, LLC., a firm specializing in wastewater collection systems, to provide a Sanitary Sewer Evaluation Survey of collection Basin Four - South. This is phase 2 of 2 whereby Basin Four – South is the final basin to be evaluated as required by the state. The work will include dye testing, closed-circuit televising, and manhole inspections to identify areas of deficiency within the basin, including undersized lines, failing infrastructure and potential and existing, partial line blockages as well as provide an analysis of inflow and infiltration.

The results and recommendations will be summarized to provide a listing of problematic areas. The cataloged results will be used to further identify and prioritize routine repairs and capital improvement plans within the basin.

The proposal sets a 120-calendar day agreement duration and, under Section 3.2, provides a liquidated damages clause to address and encourage adherence to the allotted time schedule.

FISCAL IMPACT SUMMARY:

The FY 23-24 adopted budget allocated \$61,000.00 to complete a sanitary sewer evaluation survey for Sewer Basin 4-S. The agreement proposes to complete the project for \$60,890.96 yielding a difference of \$109.04 under budget.

A moderate amount of staff time will be required to administer the agreement and coordinate the work.

ALTERNATIVES:

The following alternatives are provided for council consideration:

1. Do not approve the proposal as presented;
2. Recommend an alternate firm.

ADVANTAGES:

Approval of the agreement satisfies state evaluation criteria and provides for the budgeted work to be completed under budget.

DISADVANTAGES:

There are no disadvantages identified with approval of the agreement.

ATTACHMENTS:

[Basin 04-South – Proposed Agreement](#)

Professional Services Contract

City of Stephenville, Texas

Sanitary Sewer Evaluation

Survey Basin 4S



Nick Williams, P.E., CFM
Director
Public Works Department
P: (254) 918-1223
E: nwilliams@stephenvilletx.gov
298 W. Washington, Stephenville, TX 76401

June 7, 2024



PIPELINE ANALYSIS LLC
1115 Main Street
Garland, Texas 75040
800-637-0164
TBPE Firm No. F-6538

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into on the date last stated below between the City of Stephenville, hereinafter called "City", acting by and through Doug Svien, Mayor, duly authorized to act on behalf of CITY and Pipeline Analysis, LLC hereinafter called "ENGINEER", acting by and through James H. Forbes, Jr., P.E. (Project Manager) duly authorized to so act on behalf of the ENGINEER.

WHEREAS, the CITY desires professional engineering services in connection with the Sanitary Sewer Evaluation Survey of sewer drainage Basin 4S for the City of Stephenville, Texas, hereinafter called "the PROJECT"; and

WHEREAS, the CITY has determined that the ENGINEER has experience in the area involved in the Project and is qualified to perform the work, and the ENGINEER is willing to enter into a contract with CITY to perform the engineering services desired by CITY in connection with the PROJECT.

THE CITY AND ENGINEER AGREE AS FOLLOWS:

The CITY hereby retains the ENGINEER to perform engineering services in connection with the PROJECT described above.

1. SCOPE OF SERVICES

The scope of Engineering services to be performed by the ENGINEER shall be as follows:

1.1 Approach to Project

This project will perform various field testing and inspection of the wastewater collection system within Basin 4S and prepare draft and final reports that recommend system repairs and estimated costs to reduce wet weather infiltration/inflow.

1.2 Detailed Scope of Services

See Exhibit B attached.

2. CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CITY shall do the following in a timely manner:

2.1 Provide Existing Data

CITY will provide to ENGINEER at no cost those sewer maps and any applicable previous reports.

Existing data delivered to the ENGINEER by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

2.2 Provide Access

Arrange for access to, and make all provisions for, ENGINEER to perform services under this AGREEMENT.

2.3 CITY Representative

CITY designates Nick Williams, P.E., Director of Public Works as representative to act as the contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

Smoke testing to locate inflow sources is weather dependent and requires dry soil conditions to optimize results. For this reason, the field tasks are scheduled for summer 2024. The ENGINEER’S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER will complete the work according to the following schedule:

Task	Description	Month			
		July	Aug	Sep	Oct
100	Mobilization	█			
200	Manhole/Pipe Inspection -(100%)	█	█		
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	█			
400	Dye Flooding			█	
500*	Preparatory Cleaning			█	
600	CCTV Inspection			█	
700	Admin., Project Mgt.	█	█	█	█
800	Defect Analysis/Rehab.			█	█
900	Database, Cost Estimates, Mapping, Final Reports			█	█

* Performed by City Crew

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the project critical path caused by review times by the CITY or a permitting

agency exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the executed CONTRACT and/or written Notice to Proceed.

3.2 Completion of Services

ENGINEER'S services under each item of the finalized Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by CITY.

Failure to meet the time limit for completion of the Final Reports, as stated above under "Schedule", will result in liquidated damages of \$50.00 per consecutive calendar day until the Final Reports are submitted.

3.3 Changes

If the CITY requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ENGINEER'S services, the various rates of compensation and schedule shall be adjusted equitably.

3.4 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4 (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from CITY.

4. PAYMENT FOR SERVICES

4.1 Terms

Terms used in describing the applicable method of payment for services provided by the ENGINEER shall have the meaning indicated below:

Basic Engineering Fee:

Basic Engineering Fee shall mean those expenses incurred by the ENGINEER in prosecuting the PROJECT Scope of Services.

Reimbursable Expenses

Not applicable

Additional Services

Additional services **not** covered under the Scope of Services, will be provided to the CITY on a unit price or lump sum basis. A revised written detailed scope of services for additional services will be provided with the pricing summary. Additional services must be approved by City along with a written notice to proceed.

4.2 Basis and Amount of Compensation for Basic Services

Compensation for basic services will be as shown in Exhibit A. These services will be billed monthly based on a percentage completed and will not exceed the total presented.

4.3 Basis and Amount of Compensation for Additional Services

Not applicable. No additional services are anticipated.

4.4 Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements which reflect the percentage of work completed for the various items listed under Scope of Services. These statements shall be prepared by the ENGINEER and must be verified and approved by CITY.

4.5 Delay

If ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

The CITY or the ENGINEER may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty (30) calendar days of termination remunerate ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER'S prevailing fee schedule (Exhibit A).

Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CITY upon termination of the CONTRACT and shall be promptly delivered to CITY in a reasonably organized form. Should CITY subsequently contract with a new Engineer for continuation of services on the PROJECT, ENGINEER shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

5.2 Suspension

If the Project is suspended by CITY for more than thirty (30) consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ENGINEER'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ENGINEER'S services.

5.3 Abandonment

This CONTRACT may be terminated by CITY upon not less than seven (7) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the Project is abandoned by CITY for more than ninety (90) consecutive days, the ENGINEER or CITY may terminate this CONTRACT by giving written notice.

5.4 Failure to Pay

Failure of CITY to make payments to the ENGINEER in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to CITY, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ENGINEER shall have no liability to CITY for delay or damage caused CITY because of such suspension of services.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

Services performed by the ENGINEER under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ENGINEER shall comply with the applicable laws and rules of the current "Texas Engineering Practice Act". CITY's approval, acceptance, use of or payment for all or any part of the ENGINEER'S services herein under or of the project itself shall in no way alter

the ENGINEER'S obligations or CITY'S rights thereunder.

6.2 Progress and Performance

The provisions of this CONTRACT and the compensation to ENGINEER have been agreed to in anticipation of continuous and orderly progress through the completion of the ENGINEER'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ENGINEER has no control. If the ENGINEER'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ENGINEER elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ENGINEER, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

6.3 CITY Control

It is understood and agreed that CITY shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until the ENGINEER is instructed to proceed with the work.

6.4 Independent Agent

ENGINEER and CITY agreed that ENGINEER and any officer, employee or agent of ENGINEER, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of CITY.

6.5 Compliance with Laws

ENGINEER shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

6.6 No Additional Work Without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefore from CITY.

6.7 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of CITY.

6.8 Indemnification

ENGINEER, its officers, agents and employees agree to indemnify, hold harmless, and defend CITY, at ENGINEER'S cost, its officers, agents, and employees from and against any and all claims or suits for injuries, damages, loss, or liability of whatever kind of character, arising out of or in connection with the performance by the ENGINEER of those services contemplated by the CONTRACT, based upon negligent acts or omissions of ENGINEER, its officers, agents, employees, consultants and subcontractors, whether or not caused solely by the ENGINEER, its officers, agents, employees, consultants or subcontractors or jointly with any other party.

ENGINEER agrees that he is solely responsible for the safety of himself and his employees in the performance of this CONTRACT and agrees to indemnify and hold harmless CITY, its officers and agents from and against any liability arising from the personal injury or death of the ENGINEER or the employees of the ENGINEER arising out of or in connection with this CONTRACT.

6.9 Insurance

ENGINEER shall secure and maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ENGINEER shall secure and maintain Commercial General Liability Insurance that will protect him from claims for bodily injury, death or property damage which may arise from the performance of his services under this CONTRACT, written on an occurrence basis, in the following amounts:

For engineering design contracts for more than \$10,000.00, insurance in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage. ENGINEER shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with combined single limit coverage of \$1,000,000 for bodily injury, death or property damage.

ENGINEER shall maintain, at no expense to CITY, a professional liability (errors and omissions) insurance policy placed with a company rated at least A-/VII by Best's Key Rating Guide, authorized to do business in Texas. This coverage must be maintained for at least two (2) years after the PROJECT is completed. Coverage must be written on an occurrence basis. However, at its sole discretion, the CITY may accept coverage written on a claims-made basis if the policy provides for a retroactive date equivalent to the inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT.

All policies, except Worker's Compensation and Professional Liability, shall name the CITY as additional insured. All policies shall contain a waiver of subrogation in favor of the CITY and shall require the giving of written notice to CITY at least thirty (30) days

prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt of United States Certified Mail. ENGINEER shall furnish CITY with copies of said policies or certificates evidencing such coverage.

6.10 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ENGINEER pursuant to this contract shall become the property of CITY. The ENGINEER may retain copies of all documents. Any reuse of the documents shall conform to The Texas Engineering Practice Act.

6.11 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Stephenville, Texas.

7. DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2024.

**City of Stephenville, Texas
298 West Washington
Stephenville, Texas 76401-4257
(254)918-1220
(254)918-1207 FAX**



By: _____
Doug Svien (Mayor)

Date: _____

**ENGINEER
Pipeline Analysis, LLC
1115 Main Street
Garland, Texas 75040
(800)637-0164
(972)479-0659 FAX**

By: _____
James H. Forbes, Jr., P.E. (President)



Date: June 7, 2024

Exhibit A Compensation Basin 4S Sewer System Evaluation Survey

Sanitary Sewer Evaluation Survey Basin 4S (40,522 l.f., 78 manholes)

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,850.00
200	Manhole/Pipe Inspection -(100%)	78	\$ 142.00	\$ 11,076.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	40,522	\$ 0.68	\$ 27,554.96
400	Dye Flooding	1	\$ 240.00	\$ 240.00
500*	Preparatory Cleaning	0	\$ 2.75	\$ -
600	CCTV Inspection	6100	\$ 1.85	\$ 11,285.00
700	Admin.,Project Mgt.	L.S.	L.S.	\$ 1,785.00
800	Defect Analysis/Rehab.	L.S.	L.S.	\$ 1,700.00
900	Database, Cost Estimates, Mapping, Final Reports	L.S.	L.S.	\$ 5,400.00
Total Not To Exceed (City performs Preparatory Cleaning)				\$ 60,890.96

* Performed by City Crew

Exhibit B

Detailed Scope of Services Basin 4S

Using the prioritized results of the wastewater flow monitoring performed in July 2008, the system-wide evaluation is being phased such that the highest priority areas are investigated first. This phase of field testing and rehabilitation will concentrate effort on Basin 4S. Tasks include:

- Manhole Inspection
- Smoke Testing
- Clean and CCTV Inspection
- Map Update
- Draft and Final Report

TASK 100 MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by the City of Stephenville concerning this project, including, but not limited to, the following:

1. Previous studies for the service areas to be investigated
2. Sewer maps including converting to ArcView mapping system. Also modifying the existing asset numbering system in the project area.

Deliverable:

1. Delivery of equipment and personnel
2. Work maps of Basin 4S with delineated boundaries

To Be Provided by City:

- Access for placement of equipment and personnel
- Copies of all applicable reports, maps and historical data for the study area at no cost to ENGINEER
- As-built drawings, sewer key maps, street plans, electronic aerial photographs if available and if requested at no cost to ENGINEER

TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area designated (Basin 4S), field inspection crews will perform an inspection of manholes. The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

Inspection personnel will use digital cameras during the inspection of all manholes on this project. All photographs will be included in the field inspection computer database so that a permanent electronic record can be maintained. During inspection, each of the following types of information will be obtained to establish the condition and prioritize least cost repairs:

1. Basin and Sub-area Designation
2. Manhole/Cleanout ID
3. Inspection Status – buried, CNL, CNO
4. Address and GPS coordinate (x,y) of manhole
5. Surface cover, grade, type of cover (paved, yard, etc.)
6. Material of construction – brick, concrete, etc.
7. Area and Internal photo of manhole
8. All incoming and outgoing pipe depths from rim to invert
9. All incoming and outgoing pipe digital photographs
10. Outgoing pipe length
11. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs
12. Field corrections to collection system map

Upon completion of the manhole inspection, a prioritized manhole rehabilitation summary will be prepared that will include:

- Documentation with summary of field observations
- List of manholes/lines requiring immediate attention
- Digital photos
- Documentation for preparing manhole rehabilitation quantities
- Field updated map(s)
- Prioritized Manhole Repair Recommendations and Cost Estimates

To Be Provided by City:

- Current collection system map
- Access (if requested) to manholes that are buried or could not be opened.
- Assistance in locating assets (if requested)

Measurement of Payment:

Payment for this work task shall be a unit price for each manhole documented. Those manholes that are located, but buried or could not be opened will be noted and a list provided to the City. Manholes that could not be located using metal detectors or probes will be listed as Could Not Located (CNL). CNL manholes will not be billed. Manholes located, but were buried or could not be opened will be billed. The City will provide replacement covers at no cost should a cover be broken while attempting opening.

TASK 300 SMOKE TESTING OF STUDY AREA

Smoke testing will provide detailed information on wet weather inflow sources for the study area. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high-capacity blowers. Data documentation includes measurements from two permanent points and will be sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs will be taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

To Be Provided by City:

- Review and approval of Notice to Residents
- Previous City testing data, if any

Deliverables:

- Defects listing and database
- Defect location sketch
- Digital photographs
- Smoke Notification Flyers and Notification of Residents
- Priority ranking of defects (both private and public sector)
- Repair methods and estimated costs



SMOKE TESTING NOTICE TO RESIDENT

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. Pipeline Analysis will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be **smoke testing** of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. **The smoke is non-toxic, leaves no residue, and creates no fire hazard.** The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. **At no time will field crews have to enter your business or residence.**

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

800-637-0164



Task 400 Dye Flooding

Dye water testing can be anticipated to assist in locating specific defects during the evaluation. Non-toxic dye will be introduced as a powder or liquid. Cross-connections, roof drains and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation and photographs will be used to record all findings. Internal inspection will determine the exact source of the 'cross-connection' and establish the best repair option (i.e., point repair, direct connection, etc.).

To Be Provided by City:

- Water for dye flooding at no cost to Engineer

TASK 500 & 600 CLEANING AND CCTV

Preparatory cleaning shall consist of hydraulic jet cleaning to facilitate the internal CCTV inspection. Preparatory cleaning will consist of not more than three passes of the jet hose (normal cleaning). Heavy cleaning to remove large deposits of debris is not included in this work task. The City of Stephenville staff may perform this phase of the work in close coordination with the CCTV operator. Debris will be removed from the line and transported for disposal. CCTV investigation is found to be critical in establishing best practical repair methods. The following information will be provided:

1. Field forms, equipment, supplies and oversight QA/QC
2. Document findings. Data to include:
 - a. Date inspected
 - b. Line segment being inspected
 - c. Project name
 - d. Location (Address)
 - e. Footage location from manhole
 - f. Defect code and/or type and severity rating using the national Pipeline Assessment Certification Program (PACP) codes
 - g. Pipeline surface cover
3. Review video and logs
4. Provide reports on of segments televised in electronic format
5. Summary of line segments cleaned and CCTV'd
6. Results of TV inspection provided on printed logs
7. Prepare prioritized mainline rehabilitation plan

To Be Provided by City:

- Hydraulic jet cleaning of line segments if this task is to be performed by City staff
- Access to site of work for placement of equipment and personnel
- Disposal of any debris removed from the sewer system
- Water for cleaning and dye testing at no cost to engineer

Measurement of Payment:

Note: It is anticipated that all preparatory cleaning will be performed by the City. Should the City elect not to perform the preparatory cleaning, then Pipeline Analysis will invoice for the actual linear feet of sewer cleaned per the unit price specified in Exhibit A. In the case of CCTV, should the camera not be able to pass the entire length of the segment (due to protruding taps, roots, dropped joints, etc.), then an attempt will be made from the opposite direction (if possible). Where a reverse setup was attempted, then the entire segment length will be billed at the unit price specified. If a reverse setup cannot be performed, then the actual segment footage CCTV'd will be billed. Summary listings of the database with field logs will serve as the basis for the periodic partial payment requests.

TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies

Major system deficiencies that are identified during the field inspections that if corrected would result in significant reduction in I/I or is deemed to be of a safety concern will be recorded and forwarded as soon as possible to City's designated project manager. Likewise, should City undertake a major repair within the study area, they will immediately notify ENGINEER to determine the impact on data analysis.

Deliverables:

1. Monthly invoice
2. Status reports
3. Project schedule and updates

To Be Provided by City:

- All reports or materials deemed necessary by ENGINEER and identified during the course of the project that is not specifically stated above will be provided at no additional cost to the ENGINEER

TASK 800 DEFECT ANALYSIS/ REHABILITATION

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected data will be integrated into the project existing defect database and will be compatible with ArcView GIS system.
2. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods. Identify duplicate defects to ensure multiple rehabilitation methods are not recommended for the same defect.
3. Defect data will be presented graphically (data visualization).
4. Using industry standard quantification of source defects, (i.e. ASCE Manual of Practice for Sewer Evaluation and WEF Manual of Practice for Manhole Rehabilitation) Pipeline Analysis staff will prioritize defects and recommend rehabilitation.
5. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations. For example, "area photos" are taken of each manhole in the direction of the outgoing pipe. This photograph not only shows the location of the manhole but also provide data on the line cover and easement conditions.
6. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph and sufficient information to document the defect will be recorded and incorporated into the City database. TECQ's SSO Initiative program and EPA's CMOM program both address the need for private sector repairs. Private sector defects will be prioritized and repair methods/costs established.
7. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost. Supporting data will be provided on accompanying flash drive.

To Be Provided by City:

- Complaint records and SSO database if requested
- Review and comments on rehabilitation methods, cost estimates, and alternatives

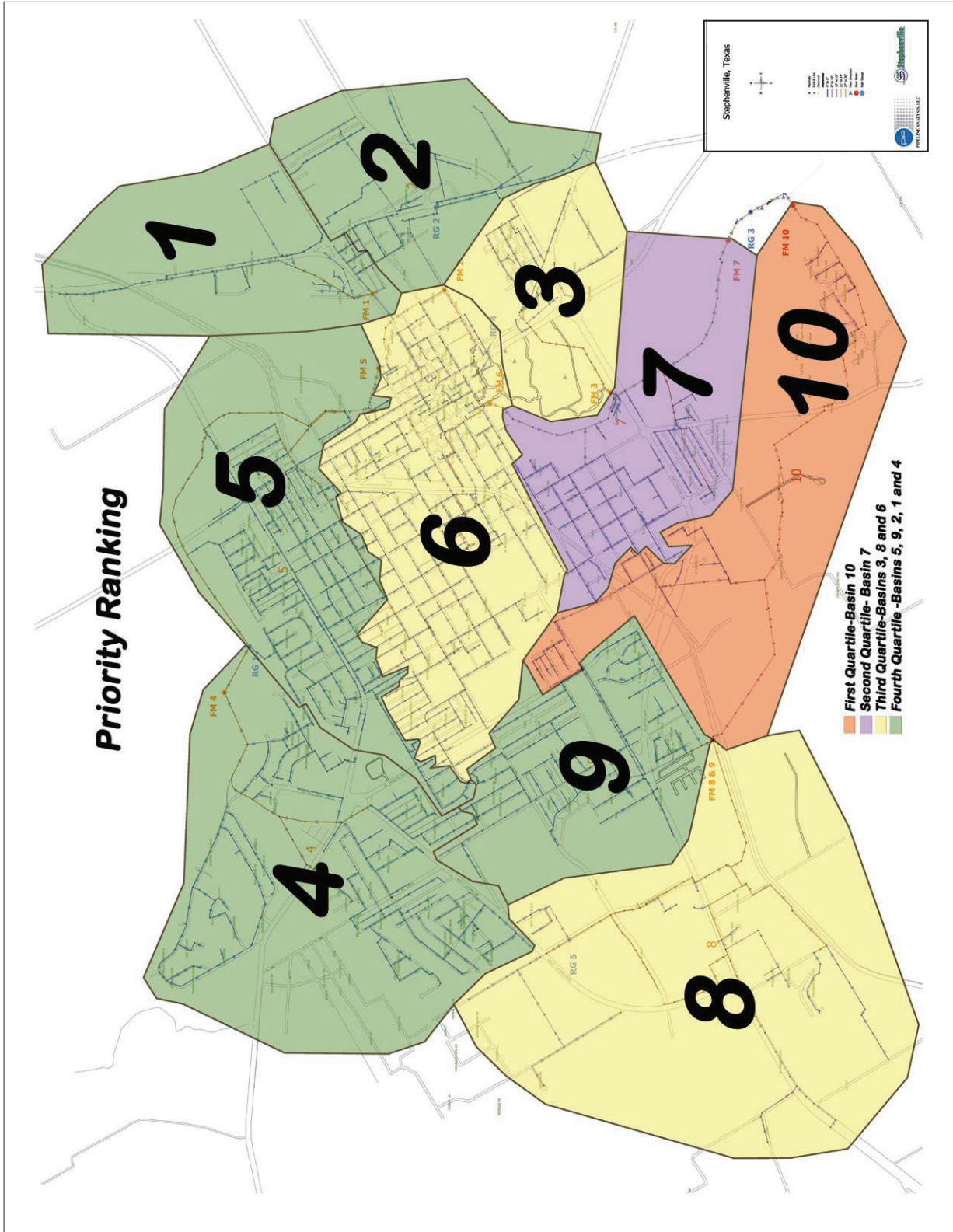
TASK 900 FINAL REPORT

Prepare and submit a Final Report that includes the following:

- Executive Summary
- Description of all tasks
- Manhole and pipe inspection summary/inventory
- Manhole defect summary
- Pipeline defect summary
- Service lateral defect summary
- Smoke test data summary
- Cleaning and CCTV findings
- Recommendations and Cost Estimates for Private and Public sector repairs

Prepare and submit three (3) Final Reports and electronic data.

Basins by Flow Monitoring Priority



Basin 4S Study Area Map

