



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, December 01, 2020 at 5:30 PM

AGENDA

CALL TO ORDER

REGULAR AGENDA

1. Recognition of Fire Chief Jimmy Chew for 50 Years of Service to the City of Stephenville
2. Presentation on FFA Ford Leadership Scholar Projects
3. Consider Approval of Operational Changes Due to COVID-19

TOURISM AND VISITORS BUREAU COMMITTEE

Justin Haschke, Chair

- [4.](#) Committee Report - November 17, 2020
- [5.](#) Consider Approval of an Ordinance Amending Chapter 36, Article II *Hotel Occupancy Tax* of the City of Stephenville Code of Ordinance

PUBLIC WORKS COMMITTEE

Alan Nix, Chair

- [6.](#) Committee Report - November 17, 2020
- [7.](#) Consider Approval of the Fourth Amendment to Waste Connections Exclusive Franchise Agreement
- [8.](#) Consider Approval of a Professional Services Agreement for the Airport Pump Station Expansion Project
- [9.](#) Consider Approval of a Resolution for the Final Acceptance of the Eastside Sewer Lift Station

DEVELOPMENT SERVICES COMMITTEE

Brandon Huckabee, Chair

- [10.](#) Development Services Committee Report - November 17, 2020

PUBLIC HEALTH AND SAFETY COMMITTEE

Brady Pendleton, Chair

- [11.](#) Public Health and Safety Committee Report - November 19, 2020
12. Consider Approval of a Private Owned Ambulance Permit for CareFlite
- [13.](#) Consider Approval of Expenditure for Purchase of Personal Protective Equipment Awarded from the Office of the Governor Grant Application #4135701
- [14.](#) Consider Approval of CRIMES Annual License
- [15.](#) Consider Approval of Stephenville Police Department Interview Room Camera Systems Replacement

FINANCIAL REPORTS

[16.](#) Monthly Budget Report for the period ending October 31, 2020

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

CONSENT AGENDA

- [17.](#) Regular City Council Meeting - November 3, 2020
- [18.](#) Special City Council Meeting - November 10, 2020
- [19.](#) Special City Council Meeting - November 16, 2020
- [20.](#) Council Work Session - November 16, 2020
- [21.](#) Special City Council Meeting - November 17, 2020
- [22.](#) Approval of Bid No. ITB 3285 – Three Police Vehicles, Lease
- [23.](#) Approval of Bid No. ITB 3286 – Police Vehicle Equipment
- [24.](#) Approval of Bid No. ITB 3287 – Utilities and Street Department Vehicles
- [25.](#) Approval of Items to be Sold at Auction

COMMENTS BY CITY MANAGER

- *Erath County United Way "Light up the Night" event in City Park beginning Friday, December 4 at 6:00 p.m. - 9:30 p.m. Open Friday, Saturday, and Sunday nights through December 20.
- *Applications for Citizen Boards and Commissions due Friday, December 11 by 5:00 p.m.
- *Holly Jolly Christmas - Monday, December 14 6:00 - 9:00 p.m.
- *Council Committee Meetings - Tuesday, December 15 at 5:30 p.m.
- *City offices closed December 24 and 25 for Christmas Holiday
- *Applications for Utility Bill Assistance Grant due by December 31
- *City offices closed January 1 for New Year's Day
- *Regular City Council Meeting - Tuesday, January 5, 2020 at 5:30 p.m.

COMMENTS BY COUNCIL MEMBERS

ADJOURN

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

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

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

Those wishing to address the Stephenville City Council may do so in person. Written correspondence may also be mailed to City Hall or emailed to Staci King, City Secretary, at slking@stephenvilletx.gov. Written correspondence must be received by 3:00 p.m. on December 1, 2020. For alternate arrangements, please contact Ms. King at least 48 hours prior to the meeting.

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

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



COMMITTEE REPORT

REPORT TYPE: Tourism and Visitors Bureau Committee
MEETING: November 17, 2020
Present: Justin Haschke, Chair; Gerald Cook; Brady Pendleton
Absent: Alan Nix
DEPARTMENT: Administration
STAFF CONTACT: Jason King

SHORT-TERM RENTALS AND HOTEL OCCUPANCY TAX

On November 17, 2020, the Tourism and Visitors Bureau held a discussion concerning adding short-term rentals to the Hotel Occupancy Tax along with adding the City's Extra Territorial Jurisdiction area into the collection area of the ordinance. After discussion was held, the committee recommended to full Council with a unanimous vote to adopt the proposed ordinance.

ARTICLE II. - HOTEL OCCUPANCY TAX

Sec. 36.15. - Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Consideration. The cost of the room, sleeping space or bed space, but shall not include the cost of any food served or personal services rendered to the occupant not related to cleaning and readying such room or space for occupancy and shall not include any tax assessed for the occupancy thereof by any other governmental agency.

Hotel. Shall mean any building in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, tourist homes, lodging houses, cabins, inns, rooming houses, trailer houses, trailer motels, apartments not occupied by permanent resident, **short-term rentals**, and all other facilities where rooms or sleeping facilities or space are furnished for consideration. The term "hotel" does not include a residence or portion of a residence rented to a member of the resident's family, hospitals, sanitariums, or nursing homes.

Occupancy. The use or possession, or the right to the use or possession of any room, space or sleeping facility in the hotel for any purpose.

Occupant. Anyone who, for a consideration, uses, possesses or has the right to use or possess any room or rooms or sleeping space or facility in a hotel under any lease, concession, permit, right of access, license, contract or agreement.

Permanent resident. An occupant who has or shall have the right of occupancy of any room or rooms, sleeping space or facility in a hotel for at least 30 consecutive days, **so long as there is no interruption of payment for the period.**

Quarterly period. The regular calendar quarters of the year, the first quarter being composed of the months of January, February and March; the second quarter being the months of April, May and June; the third quarter being the months of July, August and September; and the fourth quarter being the months of October, November and December.

Short-term rental. Shall mean consideration for occupancy of all or part of a residential structure/residential property, whether or not permanently occupied by others.

Tax collector. The Tax Collector of the city.

(1975 Code, § 17-16; Am. Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980)

Sec. 36.16. - Tax levied; rate; exception.

- (A) Every person owning, operating, managing or controlling any hotel shall collect a tax on the cost of occupancy of any room or space furnished by any hotel where such cost of occupancy is at the rate of \$2.00 or more per day, such tax to be equal to seven percent (7%) of the consideration paid by the occupant of such room to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies.

Every person owning, operating, managing or controlling any hotel shall also collect an additional tax to be equal to two percent (2%) of the consideration paid by the occupant of such room to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies. This tax shall be designated as a "Sports Venue Tax."

(B) No tax shall be imposed hereunder upon a permanent resident.

(C) Every person owning, operating, managing or controlling any hotel shall collect the tax imposed hereunder for the city.

(1975 Code, § 17-17; Am. Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980; Am. Ord. 1988-23, passed 10-4-1988, Am. Ord. 2020-0-37, passed 11-03-2020)

Sec. 36.17. - Collection.

Every person owning, operating, managing or controlling any hotel shall collect the tax imposed by section 36.16 for the city.

(1975 Code, § 17-18; Am. Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980)

Sec. 36.18. - Monthly reports; payment of tax.

On the 25th day of the month following each month in which a tax is earned, every person required in section 36.17 to collect the tax imposed herein shall file a report with the Tax Collector showing the consideration paid for all room occupancies in the preceding month, the amount of the tax collected on such occupancies, and any other information the Tax Collector may reasonably require. Such person shall pay the tax due on such occupancies at the time of filing such report. There shall also be furnished to the Tax Collector of the city at the time of payment of said tax a copy of the monthly report filed with the State Comptroller in connection with the State of Texas hotel occupancy tax

(Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980; Am. Ord. 2020-O-21, passed 8-4-2020)

Sec. 36.19. - Powers of tax collector.

The Tax Collector shall have the power to make such rules and regulations as are reasonable and necessary to effectively collect the tax levied hereby, and shall upon reasonable notice, have access to books and records necessary to enable him to determine the correctness of any report filed as required by this ordinance and the amount of taxes due under the provisions of this ordinance.

(Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980)

Sec. 36.20. - Failure to comply; penalty.

If any person required by the provisions of this subchapter to collect the tax imposed herein, or make reports as required herein, and pay to the Tax Collector the tax imposed herein, shall fail to collect such tax, file such report or pay such tax, or if any such person shall file a false report, such person shall be deemed guilty of a misdemeanor and upon conviction be punished by fine not to exceed \$200.00, and shall pay to the Tax Collector the tax due, interest allowed

under Section 351.0042, and a penalty equal to 15 percent of the total amount of the tax owed if the tax has been delinquent for at least one complete municipal fiscal quarter

(Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980; Am. Ord. 2020-O-21, passed 8-4-2020)

Secs. 36.21—36.30. - Reserved.

DRAFT

ORDINANCE NO. 2020-O-__

AN ORDINANCE OF THE CITY OF STEPHENVILLE, TEXAS, AMENDING CHAPTER 36, ARTICLE II *HOTEL OCCUPANCY TAX* OF THE CITY OF STEPHENVILLE CODE OF ORDINANCE

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

SECTION 1.

Section 36.15 – Definitions is hereby amended as follows:

The definition of *Hotel* shall be amended by the addition of the words “short-term rentals” so that *Hotel* reads “...apartments not occupied by permanent resident, **short-term rentals**, and all other facilities...”

The definition of *Permanent resident* shall be amended by the addition of the words “...for at least 30 consecutive days, **as long as there is no interruption of payment for the period.**”

The following definition shall be added: ***Short-term rental. Shall mean consideration for occupancy of all or part of a residential structure/ residential property, whether or not permanently occupied by others.***

SECTION 2.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 3.

This ordinance shall become effective January 1, 2021.

PASSED and APPROVED this the 1st day of December, 2020.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

Approved as to form and legality by
Randy Thomas, City Attorney

Public Works Committee
COMMITTEE REPORT



MEETING: Council Committee Meetings – 17 Nov 2020
Present: P1 Mark McClinton; P3 Nick Robinson; P8 Brandon Huckabee
Absent: P6 Alan Nix, Chair
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

Agenda Item 1: Call to Order

Agenda Item 2: Solid Waste Franchise Agreement – Rate Adjustment Request

Discussion: The background of the agreement with Waste Connections for the collection, hauling and disposal of municipal solid waste was briefly presented. Waste Connections requested a 1.09% rate increase in accordance with the existing agreement to correspond with changes in the Consumer Price Index based upon a contract-specific CPI table.

It was noted the monthly impact on residential and commercial customers is anticipated to be \$0.13 and \$0.21 respectively.

Committee Action: Following discussion, a motion was made by Mr. McClinton, seconded by Mr. Huckabee, to recommend to the full council the approval of the requested rate adjustment.

Recommendation: The committee voted unanimously to recommend approval of the proposed rate adjustment with Waste Connections as presented.

Agenda Item 3: Design Services for Airport Pump Station, Ground Storage Tank, Transmission Pipeline

Discussion: A proposed agreement with Provenance Engineering was presented to provide phase one final design services for the Airport Pump Station, 1MG Ground Storage Tank, and the 536 Well Field Transmission Pipeline. It was noted the work was approved in the FY20-21 budget and the proposed timeline for completion was eight months.

Committee Action: Following discussion, a motion was made by Mr. Huckabee, seconded by Mr. Robinson, to forward a positive recommendation to the full council to approve the professional services agreement with Provenance Engineering as presented.

Recommendation: The committee voted unanimously to forward a positive recommendation to the full council to accept the professional services agreement with Provenance Engineering as presented.

Agenda Item 4: Eastside Sewer Lift Station – Final Acceptance

Discussion: The Eastside Sewer lift station project discussed. It was noted the project was awarded to Crescent Constructors of Plano, Texas for \$4,347,000 on January 8, 2019. The project was completed on budget. The work experienced few weather delays as well as delays associated with COVID-19 and was found to be substantially complete on September 9, 2020.

Committee Action: Following discussion by committee and council members, a motion was made by Mr. McClinton, seconded by Mr. Huckabee, to forward a positive recommendation to the full council to accept the Eastside Sewer Lift Station project.

Recommendation: The committee voted unanimously to forward a positive recommendation to the full council to accept the project as presented.

**FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTIONS, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND
CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

This Fourth Amendment to the Exclusive Franchise Agreement for the Collections, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Stephenville, Texas (the "Amendment") is entered into this ____ day of _____, 2020, by and between Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas (the "Service Provider") and the City of Stephenville, Texas (the "City"). Service Provider and the City are each individually referred to herein as a "Party" and collectively as the "Parties". Any capitalized terms not otherwise defined herein shall be given the meaning ascribed to them within the Agreement (as defined below).

RECITALS:

WHEREAS, the City and the Service Provider entered into an Exclusive Franchise Agreement dated January 1, 2014 followed by a First Amendment dated January 6, 2015, a Second Amendment dated September 4, 2018 adjusting rates and extending the term to December 31, 2023, and a Third Amendment dated December 3, 2019 adjusting the rates (as amended, the "Agreement") to provide collection, hauling, and disposal services for Municipal Solid Waste and Construction Waste within the City (as such terms are defined in the Agreement); and

WHEREAS, the City and the Service Provider mutually desire to amend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Rates and Fees. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

- A. Single-Family Residential Unit Services. For the twice weekly collection Services provided to Single Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$11.86 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$5.93 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units located within the City's corporate limits and billed by the City for water and/or sewer services.
- B. Commercial Hand Collect Unit Services. For the twice weekly collection Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge (i) \$19.26 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$9.84 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and/or sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the as needed/requested Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilizing the following rates:

COMMERCIAL MONTHLY RATE SCHEDULE

Collections Per Week

Size / Pickup	1 x Week	2x Week	3x Week	4x Week	5x Week	6 x Week	Extra Pickups
2 Cu Yd	\$ 66.78	\$ 112.24	\$ 157.70	\$ -	\$ -	\$ -	\$ 42.13
3 Cu Yd	\$ 91.22	\$ 122.29	\$ 186.48	\$ 245.09	\$ 303.68	\$ -	\$ 49.91
4 Cu Yd	\$ 100.07	\$ 143.82	\$ 253.07	\$ 340.98	\$ 428.89	\$ 516.78	\$ 56.82
6 Cu Yd	\$ 118.59	\$ 179.36	\$ 313.00	\$ 419.56	\$ 526.13	\$ 634.23	\$ 70.65
8 Cu Yd	\$ 134.03	\$ 245.41	\$ 364.54	\$ 486.78	\$ 612.73	\$ 736.84	\$ 84.31

Roll Out Containers

Residential Polycart	\$ 11.86
Residential Extra Polycart	\$ 5.93
Commercial Polycart	\$ 19.26
Commercial Extra Polycart	\$ 9.84

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units located within the City's corporate limits or billed by the City for water and/or sewer services.

Open Top Roll Off Containers

Haul Fee	\$ 208.26
Disposal Fee per ton	\$ 60.00
Delivery and Exchange	\$ 121.84
Daily Container Rental	\$ 5.73

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.D. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.D.

1. Reaffirmation. The parties hereby restate and reaffirm their agreement with all the terms and provisions of the Agreement, as amended hereby.
2. Entire Agreement. The Agreement and this Amendment represent the entire agreement among the parties with respect to the matters that are the subject hereof.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Fourth Amendment between the parties hereto, and it shall not be necessary for the proof of this Fourth Amendment that any party produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment as of the date first written above.

CITY OF STEPHENVILLE, TEXAS

PROGRESSIVE WASTE SOLUTIONS OF TX, INC. D/B/A
WC OF TEXAS

By: _____
Doug Svien

By: _____
Greg Brown

Title: Honorable Mayor

Title: Division Vice President

ATTEST:

By: _____
Staci L. King

Title: City Secretary



November 11, 2020

Mr. Nick Williams
City of Stephenville
298 W. Washington St.
Stephenville, TX 76401

Subject: Airport Pump Station Expansion – Contract Proposal

Dear Mr. Williams:

I am pleased to present our proposal for the Airport Pump Station Expansion. I have prepared this proposal for your review and consideration based upon our discussions. Please find the attached items for your review and comment.

- Contract Agreement
- Exhibit A – Engineering Services Scope of Service
- Exhibit B – Fee Summary
- Exhibit C – Raw Water Transmission Pipeline Figure

I am excited about and honored with the opportunity to continue to work with you and your staff. Should you have questions or concerns regarding the proposal please feel free to contact me at (817) 694-6324.

Sincerely,

Kent Riker, P.E.
President



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 1, 2020 (“Effective Date”) between City of Stephenville (“Owner”) and Provenance Engineering, LLC. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Airport Pump Station Expansion (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Design, Bid and Construction Phase Services of the expansion of the Airport Pump Station including a new 1.0MG ground storage tank, new pump station for both new and existing ground storage tank and 7,500 feet of new raw water pipeline. (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: 21 months including design, bidding, and construction. Design will be completed within 8 months.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition, Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and agrees to pay the undisputed portion.



**SHORT FORM OF AGREEMENT
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FOR PROFESSIONAL SERVICES**

2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of \$278,500.00 unless prior OWNER approval in writing.
 - a. Payments to be made by Owner based on work progression.
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: NONE
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I. The Owner anticipates lead-based paint may be present and therefore shall not be consider a Constituent of Concern.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



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2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.



**SHORT FORM OF AGREEMENT
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- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.



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BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$40,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Liquidated Damages - Failure to meet the time lines for completion of work identified in (the project schedule - or other appropriate language) will result in liquidated damages of \$50.00 per consecutive calendar day until the work identified in "Exhibit A" - Scope of Services is submitted. Liquidated damages are only applicable to items under the control of ENGINEER and will not be enforced due to circumstances out of the control of ENGINEER.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- Attachments:*
- “Exhibit A”, Engineer’s Scope of Services
 - “Exhibit B”, Fee Summary
 - “Exhibit C”, Raw Water Pipeline Map



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Stephenville

Engineer Provenance Engineering, LLC.

By: _____

By: _____

Print name: Doug Svien

Print name: Kent W. Riker, P.E.

Title: Honorable Mayor

Title: President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No.: 20783

State of: Texas

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Stephenville
298 W Washington Street
Stephenville, Texas 76401
254.918.1223

Provenance Engineering, LLC.
401 Russell Lane
Weatherford, Texas 76087
817.775.7172

IN DUPLICATE



Project Description

The following scope of SERVICES clarifies and describes the SERVICES and associated project tasks to be performed and completed by the ENGINEER. SERVICES under this “EXHIBIT A” includes engineering services associated with the Airport Pump Station Expansion Project. The OWNER desires to increase the water storage and pumping capacity of the Airport Pump Station. The existing Airport High Service Pump Station includes two high service pumps and a 1 Million Gallon concrete ground storage tank, and water transmission and site piping. The project will include:

Basic Services – Preliminary Design, Detail Design, Final Design, Bidding Services, and Construction Services for the following:

- New High Service Pump Station
 - Mechanical – New High Service Pump Station (HSPS)
 - Site Civil – new yard piping, isolation valves and flow meter
 - Electrical – backup generator for RWPS and site lighting
 - Instrumentation & Control – pump control instruments, flow metering and valve control
 - Process – Chlorine Injection system
- New Ground Storage Tank
 - 1 Million Gallon pre-stressed concrete ground storage tank
- New raw water transmission pipeline
 - Approximately 7,500 linear feet of 16-inch raw water line

Basic Services

Upon receipt of notice to proceed, the ENGINEER will begin Basic Services as outlined herein. The scope of SERVICES includes the development of a detailed drawings set, front-end documents and technical specifications for the OWNER to bid the designed improvements.

The Basic Scope of SERVICES is separated into the following phases:

- **Phase 1 Design Services**
- **Phase 2 Bidding Services**
- **Phase 3 Construction Services**

Listed below is a specific description to be performed as part of the project.

Phase 1 Design Services

\$217,500.00

As part of the Design Services Phase, the ENGINEER will design airport pump station improvements. Key aspects of Phase 1 are listed below.

- Deliverables: Kick-off meeting agenda and minutes
Monthly project status reports
Detail Design Submittal
Final Design Submittal



- Meetings: Kick-off meeting and site tour of existing facilities
Monthly Conference Calls
Detail Design Submittal Review
Final Design Submittal Review

Design services will generally include the followings tasks and sub-tasks:

Task 1.100 – Project Management

The ENGINEER will manage the day-to-day progress of the project.

101. Project Setup –The ENGINEER will follow quality procedures to setup the project reporting and control structure internally.

1.110. Communication with OWNER – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon in the Kick-off Meeting.

111. Standing Conference Call –The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

112. Invoice Management – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

1.120. Progress Management – During the course of the project, ENGINEER will manage the day-to-day progress of the project. The ENGINEER will track the scope, schedule, and budget regularly. The ENGINEER will perform the following sub-tasks.

121. Documentation – Develop document management protocols for processing and documenting design drawings, calculations, OWNER decisions, and communication.

122. Project Status Report – Develop a project status report highlighting current scope and schedule progress; identifying potential changes to the scope of services; invoice status; on-going list of outstanding issues; decision log; and action item log.

1.130. Kick-off Meeting – Conduct a project kick-off meeting with OWNER to review the project scope of services and schedule, define lines of communication and protocols, review deliverables, and develop success factors for completing the project. The ENGINEER will conduct site investigation tour of the OWNER’s facilities with the OWNER’s staff.

1.140. Quality Assurance / Quality Control (QA/QC) – – The Engineer will follow internal QA/QC processes throughout the project. These processes include internal checking of calculations, review of documents, and checking of submittals. Deliverables will be submitted internally for Engineer’s QA/QC Review by a senior level Engineer(s) and construction specialist(s) who is not directly involved with the design of the project.



Task 1.200 – Preliminary Design

1.210. Data Gathering – The ENGINEER will collect, and review data required for the analysis from the OWNER and other agencies. The data gathering will include, at a minimum, the following:

- All facility record drawings related to infrastructure improvements within the project area for completed improvement projects, as well as any roadway, water, sanitary, sewer or storm water improvements pertinent to the project.
- OWNER’s existing GIS data including: plats, tract maps, or right-of-way maps and easements; utility maps (water, sanitary sewer, storm sewer); contour maps (if required, ENGINEER will augment OWNER contour data with 1-ft. LIDAR contour data from TNRIS); and high-resolution aerial photography.
- Projects in progress – OWNER will help identify and assist ENGINEER to coordinate with other proposed projects within project area currently under design or construction.

1.220. Options Evaluation – Analyze multiple options and present viable alternatives in a concise technical memorandum to the OWNER. The ENGINEER will do the following sub-tasks.

221. New Ground Storage Tank Location – Two options will be evaluated and analyzed, and a recommendation will be made to the OWNER.

222. New Pump Station Location – Two options will be evaluated and analyzed, and a recommendation will be made to the OWNER.

223. Raw Water Pipeline Route – Alignment verification of raw water transmission lines. Confirmation of the pipe diameter size.

1.240. Geotechnical Analysis

242. High Service Pump Station – The ENGINEER will perform a geotechnical analysis of the proposed High Service Pump Station area. The geotechnical analysis will include the following:

- Subsurface exploration including up to two (2) sample bores at the pump station structure area to a depth of 30-ft.
- Laboratory tests for classification purposes and strength characteristics.
- Engineering services that address soil and groundwater conditions for proposed pump station foundation/building.
- Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

1.260. Survey – The ENGINEER will perform a design level survey. The survey will include the following:

- 50-foot wide along the proposed pipeline route at the locations specified on “Exhibit C”.



- Locate visible topographic features such as marked and existing utilities and their appurtenances, iron pins (if found), edge of pavement, structures and fences.
- Establish control points along the route including up to two (2) permanent control points.

1.270. Right-of-Way/Easement Services

271. Right-of-Way Research – The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by OWNER.

272. Right-of-Way/Easement Preparation and Submittal – The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.

Assumptions:

- Two (2) temporary construction easements
- Easement preparation will begin after approval by the Owner
 - Any associated costs of procuring easements is not included with this task.

Task 1.300 – Detailed Design

The detailed design includes tasks necessary to design the modifications and improvements as outlined in the preliminary design to the 60% level of detail. The design will incorporate the following disciplines: civil, geotechnical, electrical, instrumentation and control. The detailed design process will be conducted in the following tasks.

1.310. Drawings – The ENGINEER will develop design and details drawings to the 60% level of detail. The ENGINEER will perform the following sub-tasks.

311. Suction Pipeline – Develop plan, profile, and detail drawings for the suction pipeline from each ground storage tank.

312. High Service Pump Station – Develop plans and sections for the high service pump station including develop plans and detail drawings for the chemical injection.

313. High Service Pump Station Site Improvements – Develop plans and detail drawings for the entry road to the pump station, parking, repurposed outfall structure and site of the high service pump station.

314. Raw Water Transmission Pipeline – Develop plan, profile, and details drawings for the new raw water transmission pipeline.

315. 1.0MG Concrete Ground Storage Tank – Develop plans and sections for the new 1.0MG ground storage tank.

316. Modifications to Existing 1.0MG Ground Storage Tank – Develop plan, section and details of the modifications to the existing tank to include, but not limited to, new suction connection.



317.Submittal – The ENGINEER will deliver three (3) sets of half-size Detail Design Drawings and one (1) electronic set to the OWNER for review and comment.

1.320. Specifications – The ENGINEER will prepare detail specifications for use in bidding and constructing the project. The ENGINEER will do the following sub-tasks.

321.Technical Specifications – Develop detailed equipment, materials and all other specification sections generally considered to be necessary for detailing the construction of the project.

322.Submittal – The ENGINEER will submit **three (3)** sets of the Specifications and one (1) electronic set to the OWNER for review and comment.

1.330. Opinion of Probable Cost –The ENGINEER will prepare an opinion of probable cost for the project based upon the complete detail design documents.

1.340. Detail Design Submittal Review Meeting – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the Detail Design Submittal, an approximate 60-percent level of design.

Task 1.400 – Final Design

The final design includes those tasks necessary to finalize the design outlined in the Detailed Design Submittal. The final design will incorporate the following disciplines: civil, process mechanical, electrical, instrumentation and control. The final design process will be conducted in the following tasks.

1.410. Drawings – The ENGINEER will revise design and detail drawings based on comments from the Review Meeting. The ENGINEER will perform the following sub-tasks.

411.Revise Drawings – Revise drawings based on the comments from the OWNER.

412.Details – Develop project details to include in drawing set.

413.Submittal – Submit **three (3)** sets of half-size Final Design Drawings and one (1) electronic set to the OWNER for review and comment.

1.420. Specifications – The ENGINEER will revise and prepare specifications for use in bidding and constructing the project. The ENGINEER will perform the following sub-tasks.

421.Front End Documents – Include the Engineer’s standard General Conditions section of specifications and modify as necessary in Supplementary Conditions for the project. Documents shall include General and Special Conditions, Bid Proposal Forms, Instructions to Bidders, and all other sections generally considered to be necessary for solicitation of bids.



422. Technical Specifications – Revise equipment, materials and other specifications.

423. Bid Tab – Include equipment and material quantities in bid tab.

424. Submittal – Submit **three (3)** sets of the Specifications and one (1) electronic set to the OWNER for review and comment.

1.430. Opinion of Probable Cost –The ENGINEER will prepare an opinion of probable cost for the project based upon the complete final design documents.

1.440. Final Design Submittal Review Meeting – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the Final Design Submittal, an approximate 100-percent level of design.

Task 1.500 – Permitting

1.510. TCEQ Regulatory Compliance – The ENGINEER will coordinate with the TCEQ for required regulatory compliance.

511. Preliminary Design – Submit letter and Preliminary drawings to the TCEQ at the preliminary design phase on behalf of the OWNER. Respond to requests for additional information from TCEQ.

512. Submit Drawings and Specifications – Submit final design drawings and technical specifications to the TCEQ on behalf of the OWNER. Respond to requests for additional information from TCEQ.

513. Modifications to Design – If required, update plans and specifications with any modifications requested by TCEQ prior to bidding.

Phase 2 Bidding Services

Estimated \$22,500.00

*Phase 2 will commence only upon written authorization from the Owner. Phase 2 services are estimated at \$22,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

The Bidding Phase services will include those tasks necessary to advertise, bid, and provide a recommendation of award of Construction Contract. Key aspects of Phase 2 are listed below.

- Deliverables: Project Advertisement
Bid Documents
Answer Bidder Questions
Addenda (if necessary)
Contractor Award Recommendation Letter
Conform to Bid Documents
- Meetings: Pre-Bid meeting
Bid Opening

Specific tasks to be performed for the Bidding Phase are listed below.



Task 2.100 – Project Management

2.110. Communication with OWNER – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon.

111. Standing Conference Call – The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

112. Invoice Management – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

2.120. Progress Management – The ENGINEER will monitor the overall progress of Phase 2 services. The ENGINEER will do the following sub-tasks.

121. Documentation – Route Contracts for Execution and insertion into Conformed to Bid Documents. Document bid documents and communication.

122. Project Status Report – Develop a project status report highlighting current progress; distribution log; list of outstanding issues; and action item log.

Task 2.200 – Contract Documents Bid Set

2.210. Seal and Sign – The ENGINEER will incorporate the comments for the 100-percent review meeting. The ENGINEER will seal and sign the completed set of documents.

2.220. Project Advertisement – The ENGINEER will coordinate with city staff, create, and send bid advertisement to OWNER’s Purchasing Department. The ENGINEER will contact Contractors to help advertise the project.

2.230. Contract Documents Distribution – The ENGINEER will reproduce and distribute contract bid documents to prospective bidders and vendors and maintain a log of distribution. The ENGINEER will charge bidders and vendors a fee for Contract Documents. The ENGINEER will provide two (2) sets of half-size drawings and specifications for the OWNER.

2.240. Clarifications to Prospective Bidders – The ENGINEER will provide clarifications and answer questions from prospective bidders made during the bidding phase. Two (2) rounds of written clarifications and responses to questions will be distributed to perspective bidders.

2.250. Addenda – Modification(s), if necessary, to the Contract Bid Documents will be distributed to perspective bidders via addenda.

2.260. Conform to Bid Documents – Once the OWNER has accepted a bid, the ENGINEER will conform the Bid Documents to include all addenda issued to form the Conform to Bid set of Contract Documents. The ENGINEER will provide up to six (6) sets of half-size drawings and specifications, as well as an electronic set, for OWNER’s use.



Task 2.300 – Meeting

2.310. Pre-Bid Meeting – The ENGINEER will conduct one (1) pre-bid meeting. The pre-bid meeting will include a project overview presentation at a location designated by the OWNER and project site visit led by the ENGINEER with prospective bidders.

2.320. Bid Opening Meeting – The ENGINEER will attend the bid opening announcement led by the OWNER followed by a meeting to discuss the results.

Task 2.400 – Evaluation of Bid Packets

2.410. Bidding Log – The ENGINEER will review all submitted bids for compliance with Contract Documents and provide OWNER a log of all valid bidders.

2.420. Review Bids – The ENGINEER will review valid submitted bids and verify apparent low bidder’s references. The ENGINEER will make recommendations for contract award based upon ‘best value’ for the OWNER.

Phase 3 Construction Services

Estimated \$38,500.00

*Phase 3 will commence only upon written authorization from the Owner. Phase 3 services are estimated at \$38,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

The Construction services will include those tasks necessary to represent the OWNER during the project construction. Key aspects of Phase 3 are listed below.

- Deliverables: Construction meeting minutes
Contractor Payment Application recommendations
Shop drawing responses
Request for Information responses
Change Order recommendations, if required
Field Order(s), if required
Record Drawings
- Meetings: Construction Kickoff Meeting
Construction progress meetings
Equipment start-up and training
Substantial completion inspection
Final completion inspection

During the Construction Phase, the following tasks will be provided.



Task 3.100 – Project Management

3.110. Communication with OWNER – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon.

111. Standing Conference Call – The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

112. Invoice Management – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

3.120. Progress Management – The ENGINEER will monitor the overall progress of Phase 3 services including tracking the scope, schedule, and budget regularly. The ENGINEER will perform the following sub-tasks.

121. Documentation – Develop document management protocols for processing and documenting submittals, shop drawings, requests for information, operation and maintenance manuals, pay applications, field orders, change orders and as-built drawings.

122. Project Status Report – Develop a project status report highlighting key issues; identifying potential changes to the scope of SERVICES; invoice status; active submittal(s) and log; active RFI(s) status and log; CMR status and log; list of outstanding issues; decision log; and action item log.

Task 3.200 – Submittals

3.310. Submittal Management – The ENGINEER will use Project Mates platform to log-in, track, and distribute submittals internally and provide review comments to Contractor and OWNER. It is assumed an average of no more than two (2) resubmittals will be required.

3.320. Construction Execution Plan – The ENGINEER will review the Contractor’s execution plan and provide comments. The plan will be measured against the Contractors actual progress results.

3.330. Shop Drawing – The ENGINEER will perform technical and functional review of all shop drawings and other submittals and provide responses.

3.340. Field Testing Reports – The ENGINEER will review Field Test reports and flag any potential tests that do not conform to the Contract Document requirements.

3.350. Contractor Payment Requests – The ENGINEER will review of all Contractor Payment Requests for accuracy and provide recommendations.

3.360. Operation and Maintenance (O&M) Manuals – The ENGINEER will review the O&M manuals for compliance with Contract Documents and provide comments.



Task 3.300 – Request for Information (RFI)

The ENGINEER will review and respond to all RFIs, as necessary, submitted by the Contractor. The ENGINEER will coordinate with the OWNER on RFIs that require information from the OWNER. Draft responses will be submitted to the OWNER for review and comment prior to submitting to the Contractor.

Task 3.400 – Contract Modifications Requests

3.410. Field Order (FO) Management – The ENGINEER will provide direction to the Contractor, as necessary, for modifications to the Bid Documents through FO to complete the Scope of SERVICES identified herein. FO are used to address unforeseen issues. FO will be submitted to the OWNER for review and comment before submitting to the Contractor.

3.420. Change Order (CO) Management – The ENGINEER will review and provide recommendation to the OWNER on all Change Order requests received by the Contractor. The ENGINEER will work with the OWNER to properly facilitate CO requests when appropriate.

Task 3.500 – Construction Meetings

3.510. Construction Kick-off Meeting – Conduct a construction kick-off meeting with the Contractor and OWNER to review the key construction processes outlined in Contract Documents, establish lines of communication and protocols, identify critical path of schedule, provide four (4) Conform to Bid Documents to Contractor, and issuing Notice to Proceed with executed Contracts to Contractor.

3.520. Construction Meetings – The ENGINEER will attend monthly construction progress meetings with OWNER and Contractor. An estimate of twelve (12) construction meetings are included, with one or two persons from the ENGINEER’s project team attending.

3.530. Site Visits – The ENGINEER will make periodic visits, estimate of three (3), to the project site to observe the progress and quality of the various aspects of the Contractor’s work.

3.540. Substantial Completion Inspection – The ENGINEER will participate in a substantial completion inspection and provide a list of noted items not in compliance with Construction Documents.

3.550. Final Completion Inspection – The ENGINEER will participate in a final completion inspection and provide a list of noted items not in compliance with Construction Documents.

3.560. Equipment Start-up – The ENGINEER will be on-site during equipment Start-up and witness field acceptance testing. Up to two (2) site visits are included.

Task 3.700 – Record Drawings

ENGINEER will develop As-Built drawings from the construction notes provided by the Contractor and OWNER. The Contractor and OWNER will provide ENGINEER with all field changes and notes to be incorporated into the As-Built documents. The ENGINEER will provide six (6) sets of half-size drawings and specifications and one (1) electronic copy for OWNER’s use.



Supplemental Services

*Supplemental Services are not part of the Basic Services. Supplemental Services may be enacted upon request of OWNER. The ENGINEER shall provide a fee proposal upon request of OWNER for all Supplemental Services. The ENGINEER shall not begin working without written approval from the OWNER.

Task SS2.100 – Resident Project Representative

The Resident Project Representative will provide experienced construction inspection and oversight services. The inspector will observe and document that the work is being performed in accordance with the project plans and specifications. Monitor contractor QA/QC plans, perform photographic documentation of construction activities and progress, observe all major materials deliveries, oversee startup and commissioning plans and activities, oversee Maintenance of Plant Operations (MOPO) plans and activities, monitor SWPPP activities, monitor contractor safety plans and practices, provide any special inspections, prepare OWNER’S punch lists and approve completed punch list items, and review redline as-built drawings. Key aspects of Task SS1.100 are listed below.

- Deliverables: Daily Field Reports
Photo Documentation
QA/QC compliance reports
- Meetings: Construction Progress Meetings
Startup & Commissioning Meetings
Contractor Safety Meetings

2.110 Construction Safety – Note if the CONTRACTOR’S construction safety program is not being followed. The Contractor shall be responsible for construction safety and not the RPR.

2.111 On-Site Inspection and Oversight – Provide ongoing oversight and inspection

2.112 Construction QA/QC Management – Provide ongoing Quality management and administration

2.113 Photographic Documentation – Photograph, record and deliver photographs of construction activities, quality non-conformance issues, special photographs and videos for the project record.

2.114 Material and Equipment Certification – Observe and record all major material and equipment deliveries for damage and conformance to project specifications and submittals.

2.115 Startup and Commissioning – Review startup and commissioning plans, participate in startup and commissioning planning meetings, oversee startup and commissioning activities, coordinate plant shutdowns and/or operational requirements with OWNER and CONTRACTOR, certify started and commissioned equipment and processes.

2.116 Maintenance of Plant Operations (MOPO) – Review and approve MOPO plans, participate in MOPO meetings oversee MOPO activities, coordinate plant shutdowns and operational requirements with OWNER and CONTRACTOR.

2.117 Punch List – Prepare the OWNER’S punch list and administer and certify completion of punch list items.

2.118 Redline “As-Built” Drawings – Review and approve a complete set of redline “As-Built” drawings for incorporation into the final project record.



Time Period for Performance

Time periods for performance of the ENGINEER’s services.

Phase 1 Design	8 months
Phase 2 Bidding	2 months
Phase 3 Construction	11 months

Method of Payment

The OWNER shall compensate ENGINEER on a lump sum basis in accordance with “EXHIBIT B” Fee Summary for the Basic Services provided described herein and the approved Supplemental Services described herein. Invoices shall be submitted monthly by the ENGINEER, in a format acceptable to the OWNER, based upon the percentage of SERVICES completed to date. The ENGINEER shall not exceed the stated fee amount without written approval from the OWNER. The ENGINEER shall seek written approval for any SERVICES outside of the stated scope before performing said SERVICES.

*Phase 2 and Phase 3 will commence only upon written authorization from the Owner. Phase 2 services are estimated at \$22,500 and Phase 3 services are estimated at \$38,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

Assumptions

This Scope of SERVICES assumes the following:

- A two-week review period by OWNER for each submittal. All OWNER comments should be provided within the two-week review period. Any delays caused by the OWNER’S review shall be cause for an equitable extension of the design submittal timeline.

Services Not Included

Any other services, including but not limited to the following, are not included in this Scope of SERVICES:

- Additional Construction Phase Services – The ENGINEER will perform the following Additional Construction Phase Services as requested in writing by the OWNER. A detailed scope, schedule and fee will be created upon request by the OWNER as these services are NOT included in this Scope of SERVICES or Fee.
 - SCADA wiring, termination, programming, integration
 - Geotechnical Construction Testing
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Preparation of Title Policies during property acquisition.
- Meetings beyond those identified in the scope.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.



PROVENANCE ENGINEERING

Rooted to Be Uniquely Different

“EXHIBIT A”
SCOPE OF SERVICES
CITY OF STEPHENVILLE, TEXAS
AIRPORT PUMP STATION EXPANSION PROJECT

Item 8.

- Construction Staking.
- Attendance at and/or preparation for Public Meetings.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by OWNER.
- Any additional changes to the Contract Documents necessary to break the project into phases.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting OWNER or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Franchise Utility Coordination and/or Design.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to OWNER.
- Performance of miscellaneous and supplemental services related to the project as requested by OWNER, other than those described in Supplemental Services section.
- Retaining wall design
- “Value engineering” after bidding
- Any other services not listed in the Scope of Services.



"EXHIBIT" B
CITY OF STEPHENVILLE
AIRPORT PUMP STATION EXPANSION
PROFESSIONAL SERVICE FEE SUMMARY



PROVENANCE
ENGINEERING

Phase 1 Services	Phase 1 - Design Phase Services	
	Phase 1 - Design Phase Services	
	Task 1.100 - Project Management	\$ 21,750
	Task 1.200 - Preliminary Design	\$ 65,250
	Task 1.300 - Detailed Design	\$ 87,000
	Task 1.400 - Final Design	\$ 43,500
	Total fee for Design Phase 1 Services	\$ 217,500
Phase 2 and Phase 3 Services	Phase 2 Bid Phase Services - <i>Estimated Fee</i>	
	Airport Pump Station and 1.0MG Ground Storage Tank	\$ 15,500
	Raw Water Transmission Pipeline	\$ 7,000
	<i>Estimated Subtotal</i>	<i>\$ 22,500</i>
	Phase 3 Construction Phase - <i>Estimated Fee</i>	
	Airport Pump Station and 1.0MG Ground Storage Tank	\$ 26,500
	Raw Water Transmission Pipeline	\$ 12,000
	<i>Estimated Subtotal</i>	<i>\$ 38,500</i>
	Phase 1 Fee	\$ 217,500
	Estimated Phase 2 & 3 Fee	\$ 61,000
Estimated Total Fee Proposal	\$ 278,500	
Opinion Of Probable Construction Cost		
Pump Station Expansion & New GST OPC	\$ 1,900,000	
Estimated Total Project Cost	\$ 2,178,500	

"EXHIBIT C"



Source: Esri, DigitalGlobe, GeoEye, Earthstar (United States), USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



RESOLUTION NO. 2020-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, TO ACCEPT THE EASTSIDE RELIEF INTERCEPTOR SEWER – INFLUENT LIFT STATION PROJECT AND AUTHORIZE FINAL PAYMENT TO CRESCENT CONSTRUCTORS, INC; FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Stephenville entered into a unit price contract with CRESCENT CONSTRUCTORS, INC with a final estimated total cost of \$4,437,000.00; and

WHEREAS, the actual work was completed at a total cost of \$4,437,000.00 of which \$4,130,650.00 has been previously paid to the contractor, leaving an amount due of \$217,350.00; and

WHEREAS, the City has received an executed Affidavit of Contractor Payment of Debts and Claims Waiver of Lien Release Upon Final Payment from the Contractor and a Certificate of Substantial Completion from the engineering firm of record.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, THAT;

SECTION 1. The EASTSIDE RELIEF INTERCEPTOR SEWER – INFLUENT LIFT STATION PROJECT is hereby accepted, and the City Manager is authorized to make final payment to the contractor.

SECTION 2. It is hereby officially found and determined the meeting which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED this the 1st day of December 2020.

Doug Svien, Mayor

ATTEST:

Staci King, City Secretary

Allen Barnes, City Manager
Reviewed

Randy Thomas, City Attorney
Approved as to form and legality



COMMITTEE REPORT

REPORT TYPE: Development Services Committee Report

MEETING: Council Committee

Present: Brandon Huckabee, Chairman, Gerald Cook, Mark McClinton, Ricky Thurman

Absent: None

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

HEADER TITLE 1:

The Development Services Committee convened on November 17 at 5:30 PM to discuss the subdivision ordinance and the waiver process in relation to sidewalks, curbs and gutters.

Councilman Huckabee provided an overview of the staff report summarizing discussion points which included the following:

1. Consider mechanisms for a cost share program.
2. Consider an overlay district where these standards are required/not required.
3. Require the standards only for certain city owned streets.
4. Either fully require the standards or repeal the standards.
5. Establish a policy that will serve as a guiding document for the Planning and Zoning Commission, possibly including components such as:

The Committee entered discussion and identified the following items to future action:

- a) Development Services and Public Works staff to determine if curb and gutters should be considered mandatory across the city.
- b) To suggest revisions to the city ordinance with very clear language on what is required and not required.
- c) To clearly define what is considered a "new" development and define accordingly.
- d) To create a waiver process that may be addressed at the staff level for waivers along state and county roadways.

Revisions will be reviewed by the Committee and brought back for Council consideration on a future date.



COMMITTEE REPORT

REPORT TYPE: Public Health and Safety Committee Report

MEETING: November 19, 2020

Present: Brady Pendleton, Chair; Mark McClinton, Nick Robinson, Ricky Thurman

Absent: N/A

DEPARTMENT: Public Safety

STAFF CONTACT: Dan Harris, Jr.

AMBULANCE PERMIT APPLICATION - CAREFLITE:

CareFlite submitted an application for a private owned ambulance permit application in accordance with Chapter 114.04 of the City of Stephenville Code of Ordinances. Motion by Mark McClinton, second by Nick Robinson, to forward a positive recommendation to Council. Motion carried by unanimous vote.

OFFICE OF THE GOVERNOR GRANT APPLICATION #4135701 – CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD:

Staff presented the recommendation to approve the purchase of Personal Protective Equipment (PPE) awarded from the Office of the Governor Grant Application #4135701 – Coronavirus Emergency Supplemental Funding Program (CESF) 2020, totaling \$41,925.95. Motion by Nick Robinson, second by Mark McClinton, to forward a positive recommendation to Council. Motion carried by unanimous vote.

CRIMES ANNUAL LICENSE FEE:

Staff presented the recommendation to approve the payment of the CRIMES Law Enforcement Software Annual License Fee, including license, system maintenance and related services for 10/01/2020 to 09/30/2021 totaling - \$36,000.00. Motion by Mark McClinton, second by Nick Robinson, to forward a positive recommendation to Council. Motion carried by unanimous vote.

SPD INTERVIEW ROOM CAMERA SYSTEM REPLACEMENT :

Staff presented the recommendation to replace the three SPD Interview Room Camera Systems destroyed in the October 2019 storm and add one additional camera utilizing the AXON Camera System totaling \$16,500.00 (insurance replacement for first year) and the remainder of the 5 year contract totaling approximately \$56,165.80. Motion by Nick Robinson, second by Mark McClinton, to forward a positive recommendation to Council. Motion carried by unanimous vote.

Item	Qty	Bound Tree	Price / Unit	Qty 2	Express Med
Exposure Suit Gowns	300 Units (10 per bag)	\$944.70	\$31.49	180 bags (10 per bag)	\$3,600.00
Face Masks N95				4 Cases (4000 Units)	\$4,032.00
Face Protection Face Shields	10 Units	\$32.90	\$3.29	10 Units	\$24.80
Hand Sanitizer	200 16oz (25 Gallons)	\$2,394.00	\$95.76	200 16oz (25 Gallons)	\$1,890.00
Latex and Nitrile Gloves L	55 Boxes (100 Units)	\$1,193.50	\$21.70	52 Boxes (100 Units)	\$1,193.40
Latex and Nitrile Gloves M	55 Boxes (100 Units)	\$1,193.50	\$21.70	52 Boxes (100 Units)	\$1,193.40
Latex and Nitrile Gloves XL	55 Boxes (100 Units)	\$1,193.50	\$21.70	52 Boxes (100 Units)	\$1,193.40
Surgical Masks				2 Cases (4000 Units)	\$1,027.90
Tyvek Protective Suits					

Item	Grant Qty.	Grant Allocation	Vendor	Qty	Price / Unit
Hand Sanitizer	25 Gallons	\$1,000.00	Abatix	46 Gallons	\$21.40
Latex and Nitrile Gloves L	60 Boxes	\$1,200.00	Abatix	84 Boxes (100ct)	\$14.15
Latex and Nitrile Gloves M	60 Boxes	\$1,200.00	Abatix	84 Boxes (100ct)	\$14.15
Latex and Nitrile Gloves XL	60 Boxes	\$1,200.00	Abatix	84 Boxes (100ct)	\$14.15
Tyvek Protective Suits	500 Units	\$10,000.00	Abatix	95 Cases (25ct)	\$104.25
Exposure Suit Gowns	300 Units	\$3,600.00	Express Med	180 bags (1800 units)	\$20.00
Face Masks N95	4,000 Units	\$16,000.00	Express Med	15 Cases (1000ct)	\$1.01
Surgical Masks	4,000 Units	\$8,000.00	Express Med	615 Boxes (50ct)	\$13.00
Face Protection Face Shields	10 Units	\$40.00	Lawmen Supply	16 Masks	\$2.25
		\$42,240.00			

Vendor	Total Cost
Abatix	\$14,453.95
Express Med	\$27,436.00
Lawmen Supply	\$36.00
Total	\$41,925.95

Price / Unit2	Qty 3	Lawmen Supply	Price / Unit3	Qty 4	Fastenal	Price / Unit4
\$20.00	300 Units (10 per bag)	\$1,785.00	\$59.50			
\$1.01				4000 Units	\$14,000.00	\$3.50
\$2.48	10 Units	\$22.50	\$2.25			
\$75.60						
\$22.95	84 Boxes (100 Units)	\$1,232.28	\$14.67	60 Boxes (100 Units)	\$904.91	\$15.08
\$22.95	84 Boxes (100 Units)	\$1,232.28	\$14.67	60 Boxes (100 Units)	\$904.91	\$15.08
\$22.95	84 Boxes (100 Units)	\$1,232.28	\$14.67	60 Boxes (100 Units)	\$904.91	\$15.08
\$13.00	80 Boxes (4000 Units)	\$1,116.00	\$13.95			
	20 Cases (500 Units)	\$3,058.60	\$152.93	4000 Units	\$2,200.00	\$27.50

Price	Verified
\$984.40	Yes
\$1,188.60	Yes
\$1,188.60	Yes
\$1,188.60	Yes
\$9,903.75	Yes
\$3,600.00	Yes
\$15,841.00	Yes
\$7,995.00	Yes
\$36.00	Yes
\$41,925.95	

Qty 5	Emer Med Prod	Price / Unit5	Qty 6	KT Sanitizer	Price / Unit6	Qty 7	Abatix
4000 Units	\$10,000.00	\$2.50				300 Units (10 per bag)	\$2,336.00
						4000 Units	\$14,000.00
						10 Units	\$145.00
			25 Gallons (3200 oz)	\$875.00	\$35.00	25 Gallons	\$536.25
						60 Boxes (100 Unit)	\$849.00
						60 Boxes (100 Unit)	\$849.00
						60 Boxes (100 Unit)	\$849.00
500 Units	\$3,675.00	\$183.75				4000 Units	\$2,140.00
						500 Units	\$3,126.00

Price / Unit7
\$77.86
\$3.50
\$14.50
\$21.40
\$14.15
\$14.15
\$14.15
\$26.75
\$104.25



2400 Skyline Drive
Suite 400
Mesquite, TX 75149
214-381-1146

Order Number	
3276309	
Order Date	Page
10/23/2020 07:55:08	1 of 2

Quote Expires On 11/22/2020

Bill To: 108470
Cash Account - Mesquite
2400 Skyline Dr Ste 400
Mesquite, TX 75149-1990
US

Ship To:
Stephenville Police Department
356 N Belknap St
Stephenville, TX 76401-3414
US

214-381-1146

FOB: Shipping Free Freight Over \$1,000

PO Number					Ship Route	Taker			
PPE Quote						MATT WHITE			
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price	
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size			
60.00	0.00	60.00	BX		SEGV900PF-XL Glove, Nitrile PF,100/Box, 10Box/Case,XL	BX 1.0	14.1500	849.00	
60.00	0.00	60.00	BX		SEGV900PF-L Glove, Nitrile PF, 100/Box, 10Box/Case,L	BX 1.0	14.1500	849.00	
60.00	0.00	60.00	BX		SEGV900PF-M Glove, Nitrile PF, 100/Box, 10Box/Case,M	BX 1.0	14.1500	849.00	
4,000.00	0.00	4,000.00	EA		SEGKN95 KN95 Face Mask, 1000/Cs	EA 1.0	1.5000	6,000.00	
80.00	0.00	80.00	BX		IES2804 Non Woven Latex Free Face Masks 50/bx	BX 50.0	26.7500	2,140.00	
5.00	0.00	5.00	CS		KAPPVS101BC-L Gown, Kappler Provent, 30/cs. Lrg	CS 1.0	233.6000	1,168.00	
5.00	0.00	5.00	CS		KAPPVS101BC-XL Gown, Kappler Provent. 30/cs, XLG	CS 1.0	233.6000	1,168.00	
10.00	0.00	10.00	CS		IES8015-2XL MP Coverall, Elas W/A, Hood, White, 2XL	CS 1.0	104.2500	1,042.50	
10.00	0.00	10.00	CS		IES8015-3XL MP Coverall, Elas W/A, Hood, White, 3XL	CS 1.0	104.2500	1,042.50	
2.00	0.00	2.00	CS		IES8015-4XL MP Coverall, Elas W/A, Hood, White, 4XL	CS 1.0	104.2500	208.50	
10.00	0.00	10.00	EA		SELS30120 Headgear, ratchet with clear visor	EA 1.0	14.5000	145.00	
25.00	0.00	25.00	EA		GWPHANDSAN1GGEL	EA	21.4500	536.25	





Quotation

Quotation#: 102620:

10/26/2020

Account Number: 107445-ESHIP001

BILL-TO

STEPHENVILLE FIRE DEPARTMENT
 1301 PECAN HILL RD
 STEPHENVILLE, TX 76401-9600

Ship Method: NO FRT

Payment Terms: NET 30

SHIP-TO

STEPHENVILLE FIRE DEPARTMENT
 1301 PECAN HILL RD
 STEPHENVILLE, TX 76401-9600

Contact Name **Jason Halsey**

Phone Number .

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
29L122	100/BX	Gloves, Frontline, MED, High Risk 12 in Cuff, Nitrile, Powder Free 100/bx 10bx/cs	55	\$ 21.70	\$1,193.50	12/31/2020
29L123	100/BX	Gloves, Frontline, LG, High Risk 12 in Cuff, Nitrile, Powder Free 100/bx 10bx/cs	55	\$ 21.70	\$1,193.50	12/31/2020
29L124	100/BX	Gloves, Frontline, XL, High Risk 12 in Cuff, Nitrile, Powder Free 100/bx 10bx/cs	55	\$ 21.70	\$1,193.50	12/31/2020
1041-21910	10/BG	*NON RETURNABLE/ CANCEL Gown, Blue, Isolation, Full Back, Knit Cuffs, Tie Waist, SBP 10/BG 10BG/C	114	\$ 31.49	\$3,589.86	12/31/2020

Quote Total \$7,170.36

Comments:

Jeff Taylor

Boundtree | Account Manager

|

Phone: 214-425-9892 | Fax:

jeff.taylor@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.



Emergency Medical Products

Quote

Item 13.

Ph: 800-558-6270

www.BuyEMP.com

Bill To Stephenville Fire Department
356 N Belknap St
Stephenville, TX 76401-3414

Ship To Stephenville Fire Department
356 N Belknap St
Stephenville, TX 76401-3414

Thank you for the opportunity to quote!

Date	Quote Expires	Page
9/25/2020	12/24/2020	1 of 1

PO Number	Customer No	Shipping Method	Payment Terms	QUOTE NUMBER
	10143	FED EX GROUND	CREDIT CARD PMT	SOT096412

Item Number	Description	Quote	Order	U of M	Unit Price	Ext Price
1031-46727	*NON-RETURNABLE* PARTICULATE RESPIRATOR, N95 MASK, TECNOL, REC	4,000	4,000	EACH	\$2.50	\$10,000.00
14284	TYVEK COVERALL - XX-LARGE	200	200	EACH	\$7.35	\$1,470.00
14283	TYVEK COVERALL - X-LARGE	200	200	EACH	\$7.00	\$1,400.00

QUOTED PRICES INCLUDE STANDARD GROUND DELIVERY CHARGES. QUOTE IS VALID UNTIL THE QUOTE EXPIRES OR THE MANUFACTURE'S PRICE TO EMP INCREASES

Subtotal	Handling Fee	Freight	Trade Disc.	Sales Tax	Total
12,870.00	0.00	0.00	0.00	1,061.78	13,931.78

5000 Tuttle Crossing Blvd, Dublin, OH 43016
Fax 800-558-1551



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Exceptional Customer Service



All Products Manufactured in FDA Registered Facilities



FDA Registered Importer

In Business Since 2012, ExpressMed is a leader
in the medical supply industry
with proven quality, performance and service.

2020
PRODUCT CATALOG

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RightCare™

SANITIZING WIPES

Parameters	Specifications
Wipe Size: Pouch of 20 Wipes	13cm x 18cm
Wipe Size: Canister of 100 Wipes	10cm x 15cm
Design and Features	Multi-surface, safe on hands, made with Aloe, 75% alcohol formula, disposable, fragrance-free, non-flushable



RightCare Sanitizing Wipes kill 99.99% of germs and can easily and conveniently wipe away dirt and grime. They are tough on germs yet gentle on skin and hands, allowing you to confidently keep your hands and important surfaces clean and fresh. Available in pouch size or canister dispensers.

MPN: RCAWBG (Pouch) / RCAWCN (Canister)

\$10.98/Can of 100

\$12.99/Box of 5 Pouches

\$19.99/Pack of 2 Cans

\$34.99/Pack of 4 Cans

\$175.00/Case of 100 Pouches

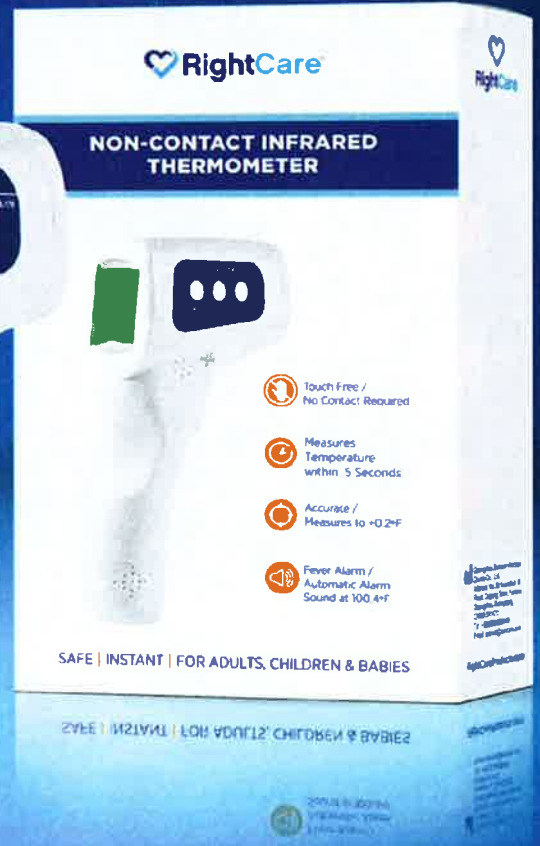
\$325.00/Case of 48 Cans

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RightCare™ NON-CONTACT INFRARED THERMOMETER

-  Touch Free /
No Contact Required
-  Measures
Temperature
within .5 Seconds
-  Accurate /
Measures to +0.2°F
-  Fever Alarm /
Automatic Alarm
Sound at 100.4°F



The RightCare™ Non-Contact Infrared Thermometer displays body temperature by measuring thermal radiation on the forehead. A built-in microprocessor and sensitive infrared sensor provide highly accurate and rapid results. No contact is required, making it a simple and safe way to take a temperature reading of everyone from a group of people to a sleeping baby. It can also measure the temperature of objects such as foods and liquids. Crisp LCD display can be seen in light or dark environments. Can store up to 32 readings. Includes 2 AA Batteries.

MPN: RCIRD T

\$30.90 Each
\$1,499.50/ Case of 60
CALL FOR BULK PRICING

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FACE PROTECTION

RightCare™

PREMIUM 3-PLY DISPOSABLE FACE MASK

- Superior Filtration
- Fluid Resistant
- Flat Knit Ear Loop
- Soft & Comfortable
- Shapeable Nose Bridge Wire

Parameters	Specifications
Grade	Class 1
Materials	Outer - Polypropylene Non-Woven
	Middle - Melt Blown Filter Fabric
	Inner - Polypropylene Non-Woven
Nosepiece	Enclosed, Soft, Malleable Metal
Characteristics	Results
BFE	96.2%
PFE	71.6%
Certifications	FDA Registered



RightCare™ Premium 3-Ply Disposable Face Masks are intended for general use.

The comfortable fit and material provide protection while maintaining easy breathability. They are designed with a fluid repellent non-woven outer layer, a high level static filtration middle layer that efficiently filters micro dust and contaminants, and a soft absorbent non-woven inner layer. This is an easy to use, lightweight pleated facemask with shapeable nosepiece that contours to any shape and creates a light seal around your face.

Great for use at work, school, walking, shopping, or running essential errands.

MPN: RCTPFM

\$16.95/Box of 50
\$484.95/Case of 2000
 CALL FOR BULK PRICING

CONTACT: Sales@ExpressMed.com | (877) 822-2719 Ext. 4343



PERSONAL PROTECTIVE EQUIPMENT

Yintuan

CHILDREN'S DISPOSABLE MASK

Parameters	Specifications
Color	Blue
Size	5.7in x 3.7in
Design & Features	3 layers, non-woven cloth, shapeable nose bridge, soft elastic earloops



Yintuan Children Disposable Masks feature 3 layers of protection. A shapeable nose bridge wire contours the mask around the face to create a light seal while maintaining easy breathability. The masks are soft and comfortable for children while using them at school, daycare, or while playing.

MPN: YTC-001

\$12.99/Box of 50

CALL FOR BULK PRICING

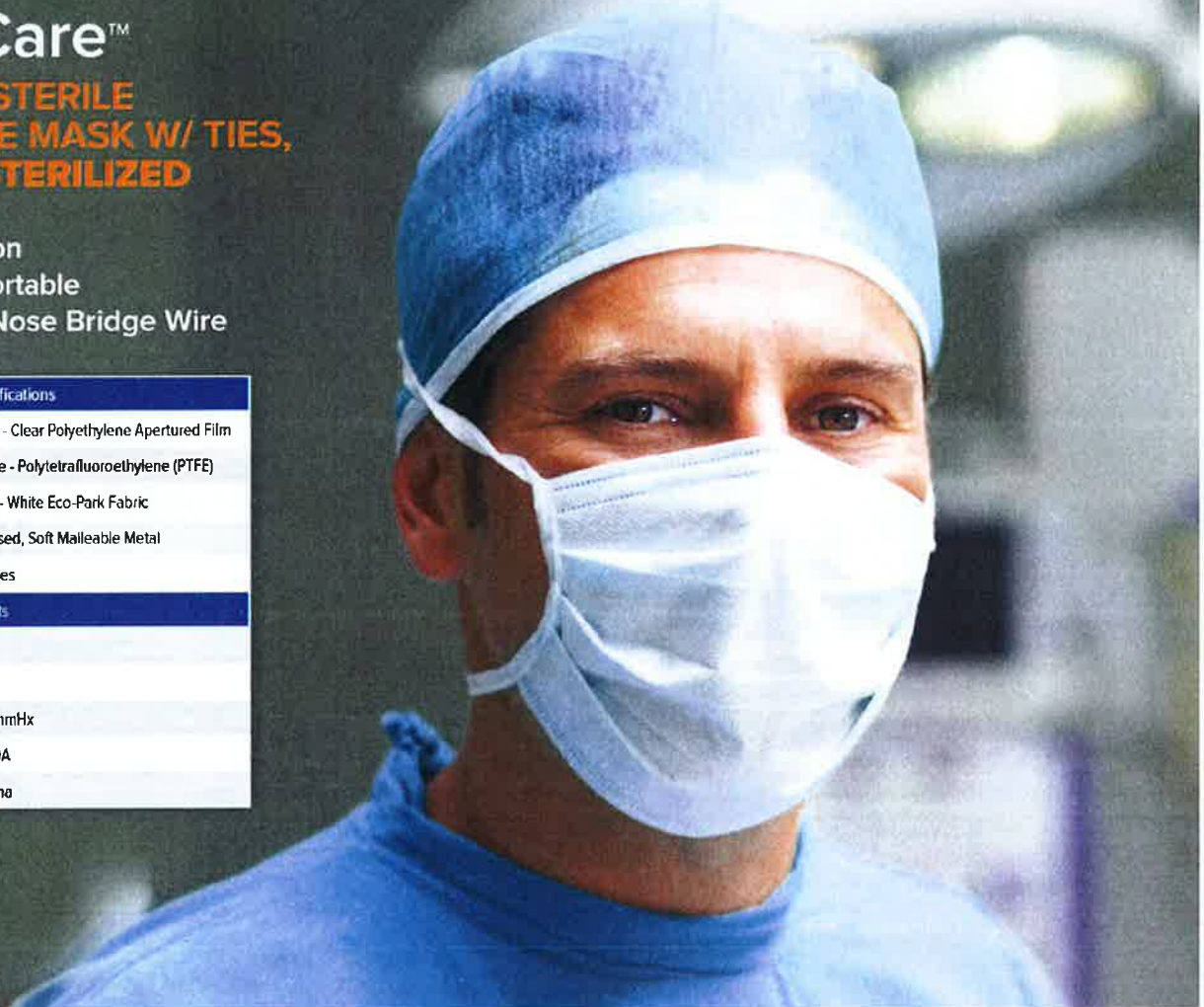
CONTACT: Sales@ExpressMed.com | (877) 822-2719 Ext. 4343

RightCare™

PLEATED STERILE 3-PLY FACE MASK W/ TIES, GAMMA STERILIZED

- PTFE Filtration
- Soft & Comfortable
- Shapeable Nose Bridge Wire

Parameters	Specifications
Materials	Outer - Clear Polyethylene Apertured Film Middle - Polytetrafluoroethylene (PTFE) Inner - White Eco-Park Fabric
Nosepiece	Enclosed, Soft Malleable Metal
Mask Width	7 Inches
Characteristics	Results
BFE @3.0 microns	94%
PFE @0.1 micron	89%
Diff. Pressure	1.98 mmHx
Certifications	CE/FDA
Sterilization	Gamma



RightCare™ Pleated Sterile 3-Ply Face Mask with Ties, Gamma Sterilized,

is constructed from non-woven, polyethylene apertured film material with tie strings.

The sterilized mask is produced in an FDA Registered Facility.

MPN: RCSMWT

\$.56/Each
\$112/Case of 200

CALL FOR BULK PRICING
 Available via Custom Order with 4-5 Week Delivery

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FACE PROTECTION

RightCare™ PROTECTIVE FULL FACE SHIELD

180° 180 Degree Coverage

**Strong and Lightweight
PET Thermoplastic**

Flexible Head Band

Anti-Fog



RightCare Protective Full Face Shield provides a full 180 degree coverage from flying debris, fluid droplets, aerosols, and all types of splatters. It can safely withstand heat, impacts, and chemicals.

The face shield provides extra protection against germs when combined with the use of a mask.

Additionally, the face shield can easily be disinfected for reuse.

MPN: RCPFSBL

\$7.45/Box of 3
\$175.95/Case of 105
CALL FOR BULK PRICING

CONTACT: Sales@ExpressMed.com | (877) 822-2719 Ext. 4343



PERSONAL PROTECTIVE EQUIPMENT

RightCare™

ISOLATION GOWNS

Parameters	Specifications
Color	Yellow
Materials	Spunbonded Polypropylene, 25 GSM
Size M/L	120 x 140 cm
Size XL PLUS	130 x 150 cm



RightCare Disposable Isolation Gowns are made of high-quality 25 GSM spunbonded material.

They are comfortable to wear and offer reliable protection from fluids to help reduce the spread of infection or illness. Ideal for medical settings, laboratories, and pharmacies.

MPN: RCIGML (Medium/Large) MPN: RCIGXL (XL PLUS)

\$199.95/Case of 100
(10/Bag, 10 Bags/Case)
 CALL FOR BULK PRICING

CONTACT: Sales@ExpressMed.com | (877) 822-2719 Ext. 4343



PERSONAL PROTECTIVE EQUIPMENT

RightCare™

BEARD COVERS

Parameters	Specifications
Color	White
Materials	10 g/m ² Spunbonded Polypropylene
Features	Strong, light-weight, breathable, comfortable, dual elastic, latex-free
Size	18 x 9 Inches
Certifications	PPE



RightCare Disposable Beard Covers are made of soft 10 g/m² spunbonded polypropylene (SBPP) to provide excellent protection and comfort. A non-binding elastic band holds the cover securely over the beard/jaw region for more effective particulate blocking. The beard covers promote safe and sanitary work practices and are commonly used in a cleanroom environment.

MPN: RCBRDC

\$11.99/ Bag of 100
\$199.95/ Case of 2000
(100/ Bag, 20 Bags/ Case)
 CALL FOR BULK PRICING

CONTACT: Sales@ExpressMed.com | (877) 822-2719 Ext. 4343



PERSONAL PROTECTIVE EQUIPMENT

Disposable Powder-Free Nitrile Gloves

Parameters	Specifications
Sizes	Large Only
Color	Blue
Materials	Synthetic Nitrile (carboxylated butadiene acrylonitrile)
Design & Features	Non-Slip textured fingertips, beaded-cuff, chlorinated, ambidextrous, powder-free, odor-free, non-sterile
Weight	M = 4gm +/- 0.2gm



Blue Sail 4gm Nitrile Gloves (Size Large Only) protect hands and wrists from germs, fluids, and other substances. They are chemically resistant to common cleaning detergents, isopropyl alcohol, blood, dyes, inks, grease, oil, and water. The comfortable fit, non-slip textured fingertips and high puncture resistance makes them ideal for use in the medical industry. The gloves are odor-free and powder-free.

MPN: BSMNGL

\$22.95 Box of 100
\$209.50 Case of 1000
 (100/Box, 10 Boxes/Case) CALL FOR BULK PRICING

CONTACT: Sales@ExpressMed.com | (877) 822-2719 Ext. 4343

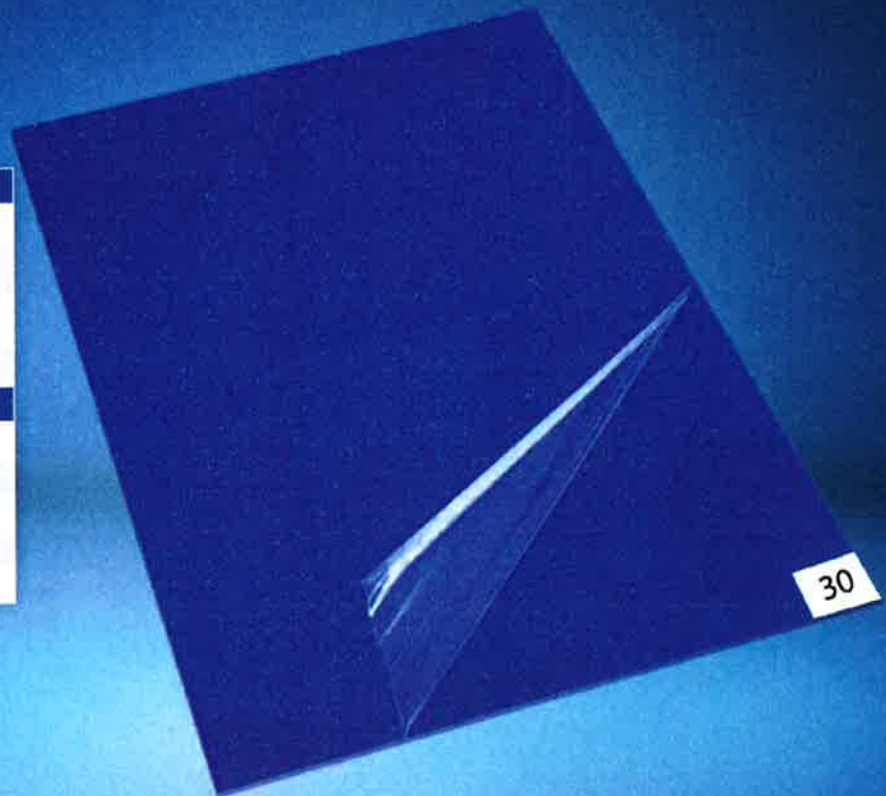


PERSONAL PROTECTIVE EQUIPMENT

RightCare™

TACKY MATS

Parameters	Specifications
Color	Blue
Materials	High strength PE material and water-based acrylic adhesive
Features	30 layers each labeled, non bubble, non-wrinkle, flat design, disposable
Certifications	PPE
Characteristics	Results
Adhesive Force	Each disposable sheet: 450g / 25mm Bottom sheet: 450g / 25mm
Test Method	SUOREC-SOP-F110/F115
Body Size	26" (+/-0.5") x 45" (+/-0.5")
Single Layer	0.04mm (+/-0.005mm) thickness



RightCare Tacky Mats help capture dirt and dust from foot traffic and equipment before it enters a controlled environment. Place it in high traffic areas to keep the room clean. Easily remove the top sheet layer when it's time to discard it.

MPN: RCTMBL

\$99.95/ Case of 240 Sheets
(30 Sheets/Mat, 8 Mats/Case)

CALL FOR BULK PRICING

CONTACT: Sales@ExpressMed.com | (877) 822-2719 Ext. 4343

Price Quotation CONFIDENTIAL

CITY OF STEPHENVILLE
298 W WASHINGTON ST
STEPHENVILLE, TX 76401-4257
ATTN: Default

Phone:
Fax:
Contract No: TXMAS-18-51V07

Account #: SVTX0056
Quote #: 61551
Job #:

Due Date:
Expiration Date: 10/23/2020
PO #:

<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/C</u>	<u>Extended Price</u>
921302529		M Blue DspGlv M Blue TruForm Powder Free 3 mil Nitrile Textured Disposable Glove 100Ct Box	60	\$1,508.1800	\$904.91
921302543		L Blue DspGlv L Blue TruForm Powder Free 3 mil Nitrile Textured Disposable Glove 100Ct Box	60	\$1,508.1800	\$904.91
921302532		XL Blue DspGlv XL Blue TruForm Powder Free 3 mil Nitrile Textured Disposable Glove 100Ct Box	60	\$1,508.1800	\$904.91
01978639		DisposableKN95 Mask Folding Disposable KN95 Mask	4,000	\$350.0000	\$14,000.00
1333910		3PlyBGDisposFaceMask 3-Ply Body Guard[REG] Blue Disposable Ear Loop Face Mask	4,000	\$55.0000	\$2,200.00
1017215		216850 XL Coverall XL White Body Guard[REG] OWA Collared Disposable Coverall	250	\$368.0500	\$920.13
1017216		216850 2XL Coverall 2XL White Body Guard[REG] OWA Collared Disposable Coverall	250	\$368.1300	\$920.33

USD Subtotal: \$20,755.19
Shipping & Handling: \$0.00

USD Total: \$20,755.19

Thank you,

FASTENAL
1501 South Hwy 108
STEPHENVILLE, TX 76401
Phone: 254/918-7350
Fax: 254/918-7360
E-mail: TX003@stores.fastenal.com



*Shipping & Handling charges are subject to change.

Date 10/26/2020
Quote # QT1414302
Expires 11/25/2020
Sales Rep Gable, Michelle
PO #
Shipping Method FedEx Ground
Shipping Code (2)

MES - Texas 600 Century Plaza Dr. Suite C-1...

Bill To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Ship To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
FS-0002			Clear Protective Face Shield - Spit Guard (ea)	16	2.25	36.00

Subtotal 36.00
Shipping Cost (FedEx Ground) 4.00
Total \$40.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Date 10/26/2020
Quote # QT1414301
Expires 11/25/2020
Sales Rep Gable, Michelle
PO #
Shipping Method FedEx Ground
Shipping Code (2)

MES - Texas 600 Century Plaza Dr. Suite C-1...

Bill To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Ship To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
TY127S-WH-Large			DuPont™ Tyvek® 400 Coverall. Comfort Fit Design. Stormflap. Respirator Fit Hood. Elastic Wrists and Ankles. Elastic Waist. Serged Seams. White. (25 per case)	24	152.93	3,670.32
TY127S-WH-X-Large			DuPont™ Tyvek® 400 Coverall. Comfort Fit Design. Stormflap. Respirator Fit Hood. Elastic Wrists and Ankles. Elastic Waist. Serged Seams. White. (25 per case)	25	152.93	3,823.25
TY127S-WH-2X-Large			DuPont™ Tyvek® 400 Coverall. Comfort Fit Design. Stormflap. Respirator Fit Hood. Elastic Wrists and Ankles. Elastic Waist. Serged Seams. White. (25 per case)	8	157.61	1,260.88
TY127S-WH-Medium			DuPont™ Tyvek® 400 Coverall. Comfort Fit Design. Stormflap. Respirator Fit Hood. Elastic Wrists and Ankles. Elastic Waist. Serged Seams. White. (25 per case)	8	152.93	1,223.44

Subtotal 9,977.89
Shipping Cost (FedEx Ground) 22.00
Total \$9,999.89

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Date 08/26/2020
Quote # QT1397027
Expires 11/28/2020
Sales Rep Gable, Michelle
PO #
Shipping Method FedEx Ground
Shipping Code (2)

MES - Texas 600 Century Plaza Dr. Suite C-1...

Bill To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Ship To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
EXAM GLOVE-BOX-XL		EA	Disposable Powder Free Nitrile Examination Glove - Blue (Sold by box 100 gloves per box)	84	14.67	1,232.28
EXAM GLOVE-BOX-ME DIUM		EA	Disposable Powder Free Nitrile Examination Glove - Blue (Sold by box 100 gloves per box)	80	14.67	1,173.60
EXAM GLOVE-BOX-LARGE		EA	Disposable Powder Free Nitrile Examination Glove - Blue (Sold by box 100 gloves per box)	80	14.67	1,173.60

Subtotal	3,579.48
Shipping Cost (FedEx Ground)	20.52
Total	\$3,600.00

Currently not in stock, will email as soon as they hit our dock.

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Date 10/26/2020
Quote # QT1414300
Expires 11/25/2020
Sales Rep Gable, Michelle
PO #
Shipping Method FedEx Ground
Shipping Code (2)

MES - Texas 600 Century Plaza Dr. Suite C-1...

Bill To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Ship To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
MP3		BOX	3-PLY PERSONAL PROTECTIVE FACIAL MASK (50 per box)	573	13.95	7,993.35

Subtotal 7,993.35
Shipping Cost (FedEx Ground) 10.30
Total \$8,003.65

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Date 08/26/2020
 Quote # QT1397147
 Expires 09/25/2020
 Sales Rep Gable, Michelle
 PO #
 Shipping Method FedEx Ground
 Shipping Code (2)

MES - Texas 600 Century Plaza Dr. Suite C-1...

Bill To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Ship To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
GOWLD1			Non-Surgical Disposable Isolation Gown (waterproof, non-sterile) - One Size	600	5.95	3,570.00

Subtotal 3,570.00
Shipping Cost (FedEx Ground) 30.00
Total \$3,600.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Date 08/26/2020
Quote # QT1397027
Expires 09/25/2020
Sales Rep Gable, Michelle
PO #
Shipping Method FedEx Ground
Shipping Code (2)

MES - Texas 600 Century Plaza Dr. Suite C-1...

Bill To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Ship To
 Stephenville Police Department - TX
 358 N. Belknap
 Stephenville TX 76401
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
EXAM GLOVE-BOX-XL		EA	Disposable Powder Free Nitrile Examination Glove - Blue (Sold by box 100 gloves per box)	84	14.67	1,232.28
EXAM GLOVE-BOX-ME DIUM		EA	Disposable Powder Free Nitrile Examination Glove - Blue (Sold by box 100 gloves per box)	80	14.67	1,173.60
EXAM GLOVE-BOX-LARGE		EA	Disposable Powder Free Nitrile Examination Glove - Blue (Sold by box 100 gloves per box)	80	14.67	1,173.60

Subtotal 3,579.48
Shipping Cost (FedEx Ground) 20.52
Total \$3,600.00

Currently not in stock, will email as soon as they hit our dock.

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.







STAFF REPORT

SUBJECT: Office of the Governor Grant Application #4135701 – Coronavirus Emergency Supplemental Funding. Grant Award Expenditure (PPE)

DEPARTMENT: Police

STAFF CONTACT: Dan Harris, Jr.

RECOMMENDATION:

Approve purchase of Personal Protective Equipment (PPE) awarded from the Office of the Governor Grant Application #4135701 – Coronavirus Emergency Supplemental Funding Program (CESF), FY2020.

BACKGROUND:

On May 5, 2020 (Regular City Council Meeting) the submission of the Office of the Governor Grant Application #4135701 – Coronavirus Emergency Supplemental Funding Program, FY2020 was approved. On July 20, 2020 the grant was awarded. This is the final grant purchase requiring approval and is for PPE.

FISCAL IMPACT SUMMARY:

Final Total Grant Expenditure is \$41,925.95

ALTERNATIVES

N/A

INVOICE

DATE: OCTOBER 1, 2020

Police Research Center
Sam Houston State University
 Criminal Justice Center-Box 2296
 Huntsville, TX, 77341-2296

TO Chief Dan Harris
 Stephenville Police Department

PROGRAM			
CRIMES L E SOFTWARE	One-Year License, Maintenance & Support		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	<p><i>CRIMES</i> Law Enforcement Computer Software, including license, system maintenance and related services for 10/01/2020 to 9/30/2021.</p> <p>CRIMES Annual License Fee</p> <p>2010 Population: 17,123</p> <p>Please make check payable to: SAM HOUSTON STATE UNIVERSITY</p> <p>Taxpayer ID: 17460014305</p>		\$36,000.00
		TOTAL	\$36,000.00

*If you have any questions, please contact
 Suman Malempati at (936) 294-3943
 or email: suman@shsu.edu*

Please return payment to: *Suman Malempati, Project Director*
Criminal Justice Center-Box 2296
SAM HOUSTON STATE UNIVERSITY
 Huntsville TX 77341-2296

THANK YOU!



STAFF REPORT

SUBJECT: CRIMES Annual License Fee

DEPARTMENT: Police

STAFF CONTACT: Dan Harris, Jr.

RECOMMENDATION:

Approve payment of CRIMES Law Enforcement Computer Software Annual License Fee, including license, system maintenance and related services for 10/01/2020 to 09/30/2021 total - \$36,000.00

BACKGROUND:

Current system is in final year with transition to new system on-going. CRIMES system required for criminal justice purposes.

FISCAL IMPACT SUMMARY:

Expenditure has been approved in current budget.

ALTERNATIVES

N/A



STAFF REPORT

SUBJECT: SPD Interview Room Camera Systems Replacement

DEPARTMENT: Police

STAFF CONTACT: Dan Harris, Jr.

RECOMMENDATION:

Replace the SPD Interview Room Camera Systems utilizing the AXON Camera System.

BACKGROUND:

The SPD Interview Room Camera Systems (previously Safefleet/Mobile Vision) were destroyed in the October 2019 storm. A decision was made to recommend incorporating body-worn cameras, fleet cameras, and now the final phase of interview room cameras into one system that would improve efficiency, increase case file preparation for official records, property and evidence, improve capabilities, improve data storage, and system architecture.

FISCAL IMPACT SUMMARY:

Insurance has approved approximately \$16,500 for the replacement of the interview room camera systems. This covers the first year of a 5-10 year business model. This camera system is the best value and product available that will ultimately result in cost savings for the city.

ALTERNATIVES



Utilize an alternate interview camera system.



Axon Interview Hardware and Software Specifications

Axon Interview Version 4.0
Release Date: February, 2020
Document Revision: E

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System Requirements and Firewall Permissions

Axon Interview is the world's leading digital video interview system. This guide provides information on the server and client hardware requirements and the firewall ports that must be open to use Axon Interview.

Server Hardware Requirements

The following table outlines the hardware and software requirements for the server portion of an Axon Interview installation. This is the system that captures and uploads the interview sessions.

	Recording Server Lite (Recommended)	Recording Server Pro (Recommended)
Number of Cameras (Max)	8 Cameras	20 Cameras
Processor	1x Intel Xeon (4-Core) E-2124 @ 3.3 GHz 8M cache – 71W	1x Intel Xeon (8-core) SILVER 4208 @ 2.1 GHz 11M cache – 85W
Memory	16 GB RAM	32 GB RAM ECC
Internal Drive	1TB Storage (2 x 1TB in RAID 1)	4TB Storage (2 x 4TB in RAID 1)
Network	Gigabit Ethernet	Gigabit Ethernet
Operating System	Microsoft Windows Server 2019 Essentials Edition	Microsoft Windows Server 2019 Standard Edition

Server Installation Notes

Microsoft .NET 3.5 and 4.7.2 Framework must be installed.

Certain firewall ports and rules are automatically set by the installer application during Axon Interview installations. See the [Firewall Ports section](#) for more details.

Server Virtualization Notes

If running Axon Interview in a virtualized environment, ensure that it is run on a Type-1 Hypervisor, such as Microsoft Hyper-V, VMWare ESXI, and Citrix XenServer. The hypervisor solution used must be capable of supporting a virtualized instance of Windows Server 2008 R2 or later. Ensure that the resources allocated to the Virtual Machine (VM) aligns with the hardware requirements listed above, with at least 4 vCPUs allocated to the VM. Allocated

storage should also align with physical resource requirements to ensure proper recording buffer functionality.

When virtualizing the servers, it is essential to ensure that the Primary and Secondary recording server are deployed on independent physical hardware. Additionally, the servers hosting the Axon Interview VM should be installed within the building that the cameras are located. A redundant secondary server may be hosted remotely, if network bandwidth and stability allow. Please work with your Axon representative to determine if your environment is suitable before pursuing this type of deployment.

The Axon Interview Recording Server requires a USB Key for licensing. As a result, the selected hypervisor must support USB Passthrough, or USB-over-IP technology, such as AnywhereUSB, must be available.

Client Hardware Requirements

The following table outlines the hardware and software requirements for Axon Interview Client. The client is used to access and view interview sessions on the touch panel display or central interview kiosk.

	Minimum	Recommended
Processor	Intel Celeron J1900 (2 GHz)	Intel Core i3-3250 (3.5 GHz)
Memory	4 GB RAM	8 GB RAM
Internal Drive¹	60 GB HDD	128 GB SSD
Network	10/100 Ethernet	Gigabit Ethernet
Video	Integrated Graphics	Integrated Graphics
Monitor	XGA (1024 x 768)	WXGA (1280x800)
Operating System	Windows 10 IoT	Windows 10

¹ Relates to storage for Axon Interview Server and Operating System. It does not include recommended drive for evidence storage.

Firewall Ports

The following ports are used by Axon Interview and related hardware and software. The firewall rules are automatically set by the installer application during Axon Interview installations.

Port	Usage
80	<ul style="list-style-type: none"> Axis API Wowza service – Axon Interview Server
443	<ul style="list-style-type: none"> Axis API Axon Evidence – Axon Interview Server Axon Evidence – Buffer Extractor Tool
445	<ul style="list-style-type: none"> Direct Hosted Server Message Block (SMB)
554	<ul style="list-style-type: none"> Axis devices – Axon Interview Server Axon Interview Server – Axon Interview Client Axon Interview Server – Live Streaming application
1935	<ul style="list-style-type: none"> Real Time Streaming Protocol (RSTP) Axon Interview Server – Axon Interview Client Axon Interview Server – Live Streaming application
8086	<ul style="list-style-type: none"> Wowza service – Axon Interview Server Wowza Live Record
8087	<ul style="list-style-type: none"> Wowza service – Axon Interview Server Wowza Streaming Engine
8090	<ul style="list-style-type: none"> Axon Interview Client – Axon Interview Server
8091	<ul style="list-style-type: none"> Axon Interview Client configuration Axon Interview Client – Axon Interview Server
8092	<ul style="list-style-type: none"> Live Streaming application – Axon Interview Server
8093	<ul style="list-style-type: none"> Buffer Extractor Tool – Axon Interview Server
8094	<ul style="list-style-type: none"> Axon Interview Client – Axon Interview Server Redundant Server
8881	<ul style="list-style-type: none"> Axon Commander Beacon – Axon Interview Server
8896	<ul style="list-style-type: none"> Axon Interview Server – Transporter (V1) Protocol
8988	<ul style="list-style-type: none"> Axis I/O module Axis devices – Axon Interview Server
8989	<ul style="list-style-type: none"> Motion Detector sensor Axis devices – Axon Interview Server
18896	<ul style="list-style-type: none"> Axon Interview Server – Transporter (V2) Protocol

4 Room, 1 camera/room, Touch Panel Option

Configuration		Quantities	
		Fill In	
Number of rooms		4	
Cameras per room		1	
Number of sites		1	
Does Customer want Touch Panel?		N	

Hardware/Software/Services	Price	Fill In
Axis Interview Room camera - overt	\$796	4
Axis Interview Room camera - covert	\$965	0
POS-X touch panel (optional)	\$1,600	1
Virtual Kiosk (if no Touch Panel-must use Pro Services)	\$0	
Louroe Microphone	\$195	4
Panel Mount Recording LEDs	\$90	4
Axis Surveillance cabinet	\$325	1
IO Relay Module	\$500	1
Recording Server (large)	\$4,455	0
Recording Server (small - up to 5 cameras)	\$1,950	2
Extended Warranty (per room)	\$1,241	4
24-port POE switch	\$1,304	0
8-port POE switch	\$760	1
Touch panel software	\$1,500	1
Touch panel software annual maintenance	\$300	1
Evidence.com Unlimited License	\$99 / license / mo	4
Axon Streaming Server license	\$1,750	2
Streaming server software annual maintenance	\$350	2
Pro Services (installation)	\$2,500	4

This estimate is built under the assumption that all hardware, licenses, and services are offered as a package that can not be seperated. The estimates shown here are not legally binding.

Stephensville PD - TX
OPTION With Touch Panels

Quantity	Included Feature	\$ Amount
4	Axis Interview Room camera - overt	\$3,184
0	Axis Interview Room camera - covert	\$0
1	POS-X touch panel (optional)	\$1,600
0	Virtual Kiosk	\$0
4	Louroe Microphone	\$780
4	Panel Mount Recording LEDs	\$120
1	Axis Surveillance cabinet	\$325
1	IO Relay Module	\$500
0	Recording Server (large)	\$0
2	Recording Server (small - up to 5 cameras)	\$3,900
4	Extended Warranty (per room)	\$4,964
0	24-port POE switch	\$0
1	8-port POE switch	\$760
1	Touch panel software	\$1,500
1	Touch panel software annual maintenance	\$300
4	Evidence.com Unlimited License	\$4,752
2	Axon Streaming Server license	\$3,500
2	Streaming server software annual maintenance	\$700
4	Pro Services (installation)	\$10,000
Promotional Discounts		\$2,900.00
Due in Year 1		\$32,985
Due in Year 2		\$5,752
Due in Year 3		\$5,752
Due in Year 4		\$5,752
Due in Year 5		\$5,752
Total Over 5 Years		\$55,993
Balanced Option		\$11,198.59
		\$11,198.59
		\$11,198.59
		\$11,198.59
		\$11,198.59
		\$55,992.96

*** This is a Non-Binding Estimate. Tax Not Included ***
 Estimate May Expire without Notice
 A Statement of Work is Required to Generate a Quote



STAFF REPORT

SUBJECT: Monthly Budget Report for the period Ending October 31, 2020

DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

BACKGROUND:

In reviewing the financial statements ending October 31, 2020, the financial indicators are better than expected.

- **Property Tax**
We received \$342K in property taxes in the month of October, resulting in a \$48K or 16.46% increase over funds collected last October. The \$342K collected is 5.14% of budget, which is slightly higher than the 4.8% anticipated.
- **Sales Tax**
We received \$629K in sales tax in October, resulting in \$82K or 14.96% more than the funds collected last October. The \$629K collected is 10.1% of the \$6.23 million budgeted, which is about 1% more than anticipated.
- **HOT Funds**
We received \$40 in interest revenue in the Hotel Occupancy Tax fund in October, as compared to \$359 last October. We spent \$89K in Hotel Occupancy Tax funds through October as compared to \$8K last year due to the Day Tripper contract.
- **Revenue (Budgetary comparison)**
The target budget for operating revenue is \$2 million. We received \$2.1 million in revenue through October, resulting in \$97K over the target budget. This is a result of property taxes, sales taxes, and service charges.
- **Expenditures (Budgetary comparison)**
The target budget for operating expenditures is \$2.05 million. We expended \$1.98 million in October resulting in \$71K under the target budget.

**City of Stephenville
Budget vs. YTD Actual
October 31, 2020**

Date Prepared: November 2, 2020

Source of Funds	Approved Budget 2020-20201	Target Budget	10/31/20 Current YTD Actual	Dollar Variance Positive(Negative)	Percent Variance	Notes
Property Taxes	\$ 6,674,946	\$ 319,552	\$ 341,966	\$ 22,414	7.01%	
Sales Taxes	6,241,679	562,721	629,391	66,670	11.85%	Back to school
Other Taxes	2,099,361	80,025	54,493	(25,532)	(31.91%)	Hotel Occupancy Tax
Licenses and permits	331,562	26,903	16,626	(10,277)	(38.20%)	Building permits & back flow testing
Fines and forfeitures	129,250	10,771	16,261	5,490	50.98%	Warrants have been issued
Service charges	11,204,096	860,753	940,002	79,249	9.21%	Water, Sewer, & Landfill charges
Interest on investments	37,947	3,048	17,800	14,752	484.05%	Fluctuates with cash flows
Other Income	1,746,433	142,680	86,582	(56,098)	(39.32%)	Project driven funds
Total Operating Revenue	<u>28,465,274</u>	<u>2,006,452</u>	<u>2,103,121</u>	<u>96,669</u>	<u>4.82%</u>	
Intergovernmental grants	2,692,576	257,361	1,156	(256,205)	(99.55%)	Reimbursement based revenue
Debt Proceeds	0	0	0	0	0.00%	
Total Revenue	<u>31,157,850</u>	<u>2,263,813</u>	<u>2,104,278</u>	<u>(159,536)</u>	<u>(7.05%)</u>	
Transfers-In	\$ 2,519,638	\$ 1,846,159	\$ -	\$ (1,846,159)	(100.00%)	Transfers not done yet
Transfers-Out	(2,519,638)	(1,846,159)	-	1,846,159	100.00%	Transfers not done yet
Expenditures						
General Fund	\$ 14,619,046	\$ 1,498,314	\$ 1,446,898	\$ 51,416	3.43%	
Utility Fund	4,296,155	398,617	321,926	76,691	19.24%	
Landfill Fund	406,236	49,955	73,317	(23,362)	-46.77%	Maintenance
Airport Fund	81,095	11,981	6,947	5,035	42.02%	
Storm Water Drainage Fund	75,268	6,257	5	6,253	99.93%	
Special Revenue Funds	463,223	36,189	88,998	(52,808)	-145.92%	Day tripper contract
Stephenville Economic Dev Authority	519,311	45,780	37,568	8,212	17.94%	
Total Operating Expenditures	<u>20,460,334</u>	<u>2,047,094</u>	<u>1,975,657</u>	<u>71,436</u>	<u>3.49%</u>	
Capital	32,917,098	2,742,028	195,821	2,546,207	92.86%	
Debt Service	3,231,058	26,623	94,188	(67,565)	-253.79%	
Total Expenditures	<u>56,608,490</u>	<u>4,815,745</u>	<u>2,265,666</u>	<u>2,550,078</u>	<u>52.95%</u>	



Budget Report Group Summary

Item 16.

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Category	Budget FY 2020-2021	Target Budget	Fiscal Activity	Variance Favorable (Unfavorable)	%
Fund: 01 - GENERAL FUND					
Revenue					
40 - TAXES	13,809,417	868,495	959,526	91,031	10.48%
41 - LICENSES AND PERMITS	302,562	24,488	16,626	(7,861)	32.10%
42 - FINES AND FORFEITURES	117,850	9,821	15,096	5,276	53.72%
43 - INTERGOVERNMENTAL	827,176	102,265	1,156	(101,108)	98.87%
44 - CHARGES FOR SERVICES	1,156,137	82,893	51,719	(31,174)	37.61%
45 - OTHER REVENUE	48,278	3,747	5,535	1,788	47.73%
49 - TRANSFER	683,841	683,841	-	(683,841)	100.00%
Revenue Total:	16,945,261	1,775,549	1,049,659	(725,890)	40.88%
Expense					
Department: 101 - CITY COUNCIL					
51 - PERSONNEL	26,012	2,329	1,244	1,086	46.61%
52 - CONTRACTUAL	94,765	10,241	12,347	(2,106)	-20.57%
53 - GENERAL SERVICES	5,980	498	-	498	100.00%
54 - MACHINE & EQUIPMENT MAI	14,000	14,000	-	14,000	100.00%
Department: 101 - CITY COUNCIL Total:	140,757	27,068	13,591	13,478	49.79%
Department: 102 - CITY MANAGER					
51 - PERSONNEL	400,917	33,341	30,027	3,314	9.94%
52 - CONTRACTUAL	24,503	2,042	2,234	(192)	-9.39%
53 - GENERAL SERVICES	2,800	233	1,498	(1,265)	-541.96%
Department: 102 - CITY MANAGER Total:	428,220	35,616	33,759	1,858	5.22%
Department: 103 - CITY SECRETARY					
51 - PERSONNEL	89,881	7,464	6,310	1,154	15.46%
52 - CONTRACTUAL	16,509	1,376	5,365	(3,989)	-289.95%
53 - GENERAL SERVICES	1,173	98	66	32	32.34%
54 - MACHINE & EQUIPMENT MAI	22,125	22,125	-	22,125	100.00%
Department: 103 - CITY SECRETARY Total:	129,688	31,062	11,741	19,321	62.20%
Department: 104 - EMERGENCY MANAGEMENT					
52 - CONTRACTUAL	18,802	1,567	12,250	(10,683)	-681.83%
54 - MACHINE & EQUIPMENT MAI	2,000	167	1,545	(1,378)	-827.04%
Department: 104 - EMERGENCY MANAGEMENT Total:	20,802	1,733	13,795	(12,062)	-695.79%
Department: 105 - MUNICIPAL BUILDING					
51 - PERSONNEL	24,901	2,420	1,241	1,179	48.70%
52 - CONTRACTUAL	37,007	5,107	3,427	1,680	32.89%
53 - GENERAL SERVICES	8,384	699	230	468	67.01%
54 - MACHINE & EQUIPMENT MAI	25,000	2,083	10,728	(8,645)	-414.96%
55 - CAPITAL OUTLAY	-	-	27	(27)	0.00%
Department: 105 - MUNICIPAL BUILDING Total:	95,292	10,309	15,654	(5,345)	-51.85%
Department: 106 - MUNICIPAL SERVICES CTR					
51 - PERSONNEL	48,282	4,260	2,798	1,462	34.32%
52 - CONTRACTUAL	31,211	5,358	3,756	1,603	29.91%
53 - GENERAL SERVICES	5,940	495	1,457	(962)	-194.29%
54 - MACHINE & EQUIPMENT MAI	9,600	800	213	587	73.37%
Department: 106 - MUNICIPAL SERVICES CTR Total:	95,033	10,913	8,223	2,690	24.65%
Department: 107 - HUMAN RESOURCES					
51 - PERSONNEL	107,727	8,947	5,497	3,450	38.56%
52 - CONTRACTUAL	63,103	5,510	3,168	2,342	42.50%
53 - GENERAL SERVICES	1,970	164	588	(424)	-258.09%
54 - MACHINE & EQUIPMENT MAI	14,999	14,999	14,999	-	0.00%
Department: 107 - HUMAN RESOURCES Total:	187,799	29,620	24,252	5,368	18.12%
Department: 108 - DOWNTOWN					
51 - PERSONNEL	50,877	4,277	71	4,206	98.34%
52 - CONTRACTUAL	7,255	605	131	474	78.35%
53 - GENERAL SERVICES	1,000	83	-	83	100.00%
Department: 108 - DOWNTOWN Total:	59,132	4,965	202	4,763	95.93%



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Category	Budget FY 2020-2021	Target Budget	Fiscal Activity	Variance Favorable (Unfavorable)	%
Department: 201 - FINANCE					
51 - PERSONNEL	355,489	29,571	25,383	4,188	14.16%
52 - CONTRACTUAL	127,082	10,590	7,387	3,203	30.25%
53 - GENERAL SERVICES	5,600	467	-	467	100.00%
54 - MACHINE & EQUIPMENT MAI	23,453	960	241	719	74.90%
56 - BANK CHARGES	-	-	100	(100)	0.00%
Department: 201 - FINANCE Total:	511,624	41,588	33,111	8,477	20.38%
Department: 203 - INFORMATION TECHNOLOGY					
51 - PERSONNEL	218,301	18,261	15,297	2,964	16.23%
52 - CONTRACTUAL	4,276	356	398	(42)	-11.76%
53 - GENERAL SERVICES	3,422	285	-	285	100.00%
54 - MACHINE & EQUIPMENT MAI	86,573	7,214	1,520	5,695	78.93%
Department: 203 - INFORMATION TECHNOLOGY Total:	312,572	26,117	17,215	8,902	34.08%
Department: 204 - TAX					
52 - CONTRACTUAL	170,031	14,169	41,346	(27,176)	-191.80%
Department: 204 - TAX Total:	170,031	14,169	41,346	(27,176)	-191.80%
Department: 301 - LEGAL COUNSEL					
51 - PERSONNEL	108,455	9,038	7,439	1,599	17.69%
52 - CONTRACTUAL	11,137	1,054	131	923	87.58%
53 - GENERAL SERVICES	250	21	-	21	100.00%
Department: 301 - LEGAL COUNSEL Total:	119,842	10,112	7,570	2,542	25.14%
Department: 302 - MUNICIPAL COURT					
51 - PERSONNEL	58,987	4,943	3,634	1,309	26.49%
52 - CONTRACTUAL	48,114	4,009	2,681	1,329	33.14%
53 - GENERAL SERVICES	2,728	227	264	(37)	-16.19%
54 - MACHINE & EQUIPMENT MAI	4,388	-	-	-	0.00%
Department: 302 - MUNICIPAL COURT Total:	114,217	9,180	6,579	2,601	28.33%
Department: 402 - STREET MAINTENANCE					
51 - PERSONNEL	434,453	46,443	40,420	6,023	12.97%
52 - CONTRACTUAL	223,939	26,856	8,854	18,002	67.03%
53 - GENERAL SERVICES	31,295	2,608	596	2,012	77.15%
54 - MACHINE & EQUIPMENT MAI	241,000	20,083	7,769	12,314	61.32%
55 - CAPITAL OUTLAY	48,000	4,000	-	4,000	100.00%
Department: 402 - STREET MAINTENANCE Total:	978,687	99,990	57,639	42,351	42.36%
Department: 501 - PARKS & RECREATION					
51 - PERSONNEL	993,335	94,209	77,610	16,599	17.62%
52 - CONTRACTUAL	411,237	45,426	23,447	21,978	48.38%
53 - GENERAL SERVICES	156,796	13,066	3,165	9,901	75.78%
54 - MACHINE & EQUIPMENT MAI	87,500	7,292	6,145	1,147	15.73%
55 - CAPITAL OUTLAY	873,031	72,753	52,215	20,537	28.23%
Department: 501 - PARKS & RECREATION Total:	2,521,899	232,745	162,582	70,163	30.15%
Department: 504 - LIBRARY					
51 - PERSONNEL	196,528	16,457	13,742	2,715	16.50%
52 - CONTRACTUAL	19,274	3,035	2,000	1,036	34.12%
53 - GENERAL SERVICES	24,095	2,008	630	1,378	68.62%
54 - MACHINE & EQUIPMENT MAI	10,300	458	-	458	100.00%
Department: 504 - LIBRARY Total:	250,197	21,958	16,371	5,587	25.44%
Department: 506 - SENIOR CENTER					
51 - PERSONNEL	87,192	8,331	5,814	2,517	30.21%
52 - CONTRACTUAL	34,458	4,667	2,261	2,406	51.56%
53 - GENERAL SERVICES	12,960	1,080	1,147	(67)	-6.24%
54 - MACHINE & EQUIPMENT MAI	5,500	458	-	458	100.00%
Department: 506 - SENIOR CENTER Total:	140,110	14,536	9,222	5,314	36.56%
Department: 507 - AQUATIC CENTER					
51 - PERSONNEL	123,232	12,084	1,892	10,192	84.34%



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Category	Budget FY 2020-2021	Target Budget	Fiscal Activity	Variance Favorable (Unfavorable)	%
52 - CONTRACTUAL	45,502	7,204	3,896	3,308	45.92%
53 - GENERAL SERVICES	34,975	2,915	34	2,881	98.83%
54 - MACHINE & EQUIPMENT MAI	51,150	4,262	620	3,642	85.45%
Department: 507 - AQUATIC CENTER Total:	254,859	26,465	6,442	20,023	75.66%
Department: 601 - FIRE DEPARTMENT					
51 - PERSONNEL	2,876,243	288,444	245,602	42,842	14.85%
52 - CONTRACTUAL	132,685	33,839	31,113	2,726	8.06%
53 - GENERAL SERVICES	159,613	13,301	11,161	2,140	16.09%
54 - MACHINE & EQUIPMENT MAI	70,266	5,622	5,992	(370)	-6.58%
57 - DEBT SERVICE	231,826	19,319	94,188	(74,869)	-387.55%
Department: 601 - FIRE DEPARTMENT Total:	3,470,633	360,525	388,056	(27,531)	-7.64%
Department: 701 - POLICE DEPARTMENT					
51 - PERSONNEL	4,493,435	428,022	391,464	36,558	8.54%
52 - CONTRACTUAL	276,895	63,196	234,189	(170,993)	-270.57%
53 - GENERAL SERVICES	182,900	15,242	16,595	(1,354)	-8.88%
54 - MACHINE & EQUIPMENT MAI	192,000	16,000	46,176	(30,176)	-188.60%
55 - CAPITAL OUTLAY	99,000	8,250	67,562	(59,312)	-718.93%
57 - DEBT SERVICE	87,348	7,279	-	7,279	100.00%
Department: 701 - POLICE DEPARTMENT Total:	5,331,578	537,989	755,985	(217,996)	-40.52%
Department: 801 - DEVELOPMENT SERVICES					
51 - PERSONNEL	466,362	39,587	29,172	10,416	26.31%
52 - CONTRACTUAL	83,674	8,545	3,169	5,376	62.91%
53 - GENERAL SERVICES	13,498	1,125	757	368	32.72%
54 - MACHINE & EQUIPMENT MAI	10,745	9,828	4,458	5,370	54.64%
58 - GRANT DISBURSEMENTS	50,000	4,167	-	4,167	100.00%
Department: 801 - DEVELOPMENT SERVICES Total:	624,279	63,252	37,556	25,696	40.63%
Department: 900 - TRANSFERS					
59 - TRANSFER	1,373,268	93,964	-	93,964	100.00%
Department: 900 - TRANSFERS Total:	1,373,268	93,964	-	93,964	100.00%
Expense Total:	17,331,519	1,703,878	1,660,890	42,988	2.52%
Total Revenues	16,945,261	1,775,549	1,049,659	(725,890)	40.88 %
Total Expenses	17,331,519	1,703,878	1,660,890	42,988	-35.06 %
Fund: 01 - GENERAL FUND Surplus (Deficit):	(386,258)	71,671	(611,231)	(682,902)	952.83%



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Category	Budget FY 2020-2021	Target Budget	Fiscal Activity	Variance Favorable (Unfavorable)	%
Fund: 02 - WATER AND WASTEWATER FUND					
Revenue					
41 - LICENSES AND PERMITS	9,000	750	-	(750)	100.00%
44 - CHARGES FOR SERVICES	8,330,765	660,211	742,648	82,437	12.49%
45 - OTHER REVENUE	38,671	889	2,735	1,847	207.78%
49 - TRANSFER	34,753	34,753	-	(34,753)	100.00%
Revenue Total:	8,413,189	696,602	745,383	48,781	7.00%
Expense					
Department: 000 - UTILITIES ADMINISTRATION					
51 - PERSONNEL	337,663	30,420	20,212	10,208	33.56%
52 - CONTRACTUAL	16,827	1,481	1,375	105	7.12%
53 - GENERAL SERVICES	3,837	320	3,626	(3,307)	-1034.55%
54 - MACHINE & EQUIPMENT MAI	250	21	-	21	100.00%
55 - CAPITAL OUTLAY	275,000	22,908	-	22,908	100.00%
Department: 000 - UTILITIES ADMINISTRATION Total:	633,577	55,148	25,213	29,935	54.28%
Department: 001 - WATER PRODUCTION					
51 - PERSONNEL	198,708	19,618	16,352	3,266	16.65%
52 - CONTRACTUAL	540,268	57,757	27,509	30,248	52.37%
53 - GENERAL SERVICES	10,500	875	364	511	58.43%
54 - MACHINE & EQUIPMENT MAI	102,800	8,563	1,434	7,129	83.25%
55 - CAPITAL OUTLAY	647,100	53,903	-	53,903	100.00%
Department: 001 - WATER PRODUCTION Total:	1,499,376	140,716	45,659	95,057	67.55%
Department: 002 - WATER DISTRIBUTION					
51 - PERSONNEL	196,774	19,288	16,826	2,463	12.77%
52 - CONTRACTUAL	249,547	23,537	2,541	20,996	89.20%
53 - GENERAL SERVICES	27,750	2,312	1,240	1,072	46.36%
54 - MACHINE & EQUIPMENT MAI	182,000	15,161	1,524	13,637	89.95%
55 - CAPITAL OUTLAY	875,000	72,888	6,565	66,323	90.99%
Department: 002 - WATER DISTRIBUTION Total:	1,531,071	133,185	28,695	104,490	78.45%
Department: 003 - CUSTOMER SERVICE					
51 - PERSONNEL	182,944	17,916	14,272	3,644	20.34%
52 - CONTRACTUAL	6,395	1,871	1,508	364	19.43%
53 - GENERAL SERVICES	8,950	746	342	403	54.07%
54 - MACHINE & EQUIPMENT MAI	46,150	3,844	27,167	(23,322)	-606.68%
Department: 003 - CUSTOMER SERVICE Total:	244,439	24,377	43,289	(18,911)	-77.58%
Department: 011 - WASTEWATER COLLECTION					
51 - PERSONNEL	306,801	30,020	18,503	11,517	38.37%
52 - CONTRACTUAL	53,317	7,546	3,416	4,130	54.73%
53 - GENERAL SERVICES	16,400	1,366	345	1,021	74.77%
54 - MACHINE & EQUIPMENT MAI	47,000	3,915	5,803	(1,888)	-48.22%
55 - CAPITAL OUTLAY	11,919,448	992,890	43,315	949,575	95.64%
Department: 011 - WASTEWATER COLLECTION Total:	12,342,966	1,035,737	71,382	964,355	93.11%
Department: 012 - WASTEWATER TREATMENT					
52 - CONTRACTUAL	985,175	88,031	94,801	(6,770)	-7.69%
54 - MACHINE & EQUIPMENT MAI	76,315	6,357	-	6,357	100.00%
55 - CAPITAL OUTLAY	101,000	8,413	-	8,413	100.00%
Department: 012 - WASTEWATER TREATMENT Total:	1,162,490	102,801	94,801	8,001	7.78%
Department: 020 - BILLING & COLLECTION					
51 - PERSONNEL	105,228	8,740	7,335	1,405	16.08%
52 - CONTRACTUAL	88,470	7,621	6,331	1,290	16.92%
53 - GENERAL SERVICES	66,222	5,516	5,938	(421)	-7.64%
54 - MACHINE & EQUIPMENT MAI	24,828	3,840	3,839	1	0.04%
Department: 020 - BILLING & COLLECTION Total:	284,748	25,717	23,442	2,275	8.85%



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Category	Budget FY 2020-2021	Target Budget	Fiscal Activity	Variance Favorable (Unfavorable)	%
Department: 901 - NON-DEPARTMENTAL					
56 - BANK CHARGES	823	-	-	-	0.00%
57 - DEBT SERVICE	1,803,108	-	-	-	0.00%
59 - TRANSFER	923,731	522,759	39,325	483,434	92.48%
Department: 901 - NON-DEPARTMENTAL Total:	2,727,662	522,759	39,325	483,434	92.48%
Expense Total:	20,426,329	2,040,442	371,806	1,668,636	81.78%
Total Revenues	8,413,189	696,602	745,383	48,781	7.00 %
Total Expenses	20,426,329	2,040,442	371,806	1,668,636	25.17 %
Fund: 02 - WATER AND WASTEWATER FUND Surplus (Deficit):	(12,013,140)	(1,343,839)	373,577	1,717,417	127.80%
Fund: 03 - SANITARY LANDFILL FUND					
Revenue					
44 - CHARGES FOR SERVICES	900,000	49,770	82,748	32,978	66.26%
45 - OTHER REVENUE	3,440	94	579	485	513.74%
Revenue Total:	903,440	49,864	83,327	33,463	67.11%
Expense					
Department: 030 - LANDFILL					
51 - PERSONNEL	232,950	26,477	22,021	4,456	16.83%
52 - CONTRACTUAL	67,716	14,684	14,941	(257)	-1.75%
53 - GENERAL SERVICES	53,820	4,483	3,752	732	16.32%
54 - MACHINE & EQUIPMENT MAI	51,750	4,311	32,603	(28,293)	-656.33%
59 - TRANSFER	28,763	28,763	-	28,763	100.00%
Department: 030 - LANDFILL Total:	434,999	78,718	73,317	5,401	6.86%
Expense Total:	434,999	78,718	73,317	5,401	6.86%
Total Revenues	903,440	49,864	83,327	33,463	67.11 %
Total Expenses	434,999	78,718	73,317	5,401	10.82 %
Fund: 03 - SANITARY LANDFILL FUND Surplus (Deficit):	468,441	(28,853)	10,010	38,864	134.69%
Fund: 04 - AIRPORT FUND					
Revenue					
44 - CHARGES FOR SERVICES	109,380	8,861	8,865	4	0.04%
45 - OTHER REVENUE	1,687,500	140,569	-	(140,569)	100.00%
49 - TRANSFER	160,000	160,000	-	(160,000)	100.00%
Revenue Total:	1,956,880	309,430	8,865	(300,565)	97.14%
Expense					
Department: 040 - AIRPORT					
51 - PERSONNEL	2,406	248	317	(68)	-27.57%
52 - CONTRACTUAL	44,749	8,906	6,267	2,639	29.64%
53 - GENERAL SERVICES	990	82	-	82	100.00%
54 - MACHINE & EQUIPMENT MAI	32,950	2,745	363	2,381	86.76%
55 - CAPITAL OUTLAY	1,875,000	156,188	-	156,188	100.00%
Department: 040 - AIRPORT Total:	1,956,095	168,169	6,947	161,222	95.87%
Expense Total:	1,956,095	168,169	6,947	161,222	95.87%
Total Revenues	1,956,880	309,430	8,865	(300,565)	97.14 %
Total Expenses	1,956,095	168,169	6,947	161,222	95.87 %
Fund: 04 - AIRPORT FUND Surplus (Deficit):	785	141,261	1,918	(139,343)	98.64%



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Fund: 05 - STORM WATER DRAINAGE FUND					
Revenue					
41 - LICENSES AND PERMITS	20,000	1,666	-	(1,666)	100.00%
43 - INTERGOVERNMENTAL	1,861,900	155,096	-	(155,096)	100.00%
44 - CHARGES FOR SERVICES	650,438	54,238	54,023	(216)	0.40%
45 - OTHER REVENUE	2,060	175	101	(74)	42.43%
Revenue Total:	2,534,398	211,176	54,123	(157,052)	74.37%
Expense					
Department: 050 - STORM WATER DRAINAGE					
52 - CONTRACTUAL	25,120	2,092	5	2,088	99.78%
54 - MACHINE & EQUIPMENT MAI	50,000	4,165	-	4,165	100.00%
55 - CAPITAL OUTLAY	2,281,138	190,019	-	190,019	100.00%
56 - BANK CHARGES	148	-	-	-	0.00%
57 - DEBT SERVICE	499,526	-	-	-	0.00%
59 - TRANSFER	264,439	199,008	-	199,008	100.00%
Department: 050 - STORM WATER DRAINAGE Total:	3,120,371	395,284	5	395,280	100.00%
Expense Total:	3,120,371	395,284	5	395,280	100.00%
Total Revenues	2,534,398	211,176	54,123	(157,052)	74.37 %
Total Expenses	3,120,371	395,284	5	395,280	88.51 %
Fund: 05 - STORM WATER DRAINAGE FUND Surplus (Deficit):	(585,973)	(184,109)	54,119	238,227	129.39%
Fund: 07 - HOTEL OCCUPANCY TAX FUND					
Revenue					
40 - TAXES	408,148	33,999	-	(33,999)	100.00%
44 - CHARGES FOR SERVICES	42,000	3,499	-	(3,499)	100.00%
45 - OTHER REVENUE	660	35	40	4	12.45%
Revenue Total:	450,808	37,532	40	(37,493)	99.89%
Expense					
Department: 070 - TOURISM					
51 - PERSONNEL	81,275	6,747	5,631	1,116	16.54%
52 - CONTRACTUAL	216,628	18,171	81,006	(62,836)	-345.81%
53 - GENERAL SERVICES	720	60	425	(365)	-608.69%
58 - GRANT DISBURSEMENTS	151,600	10,129	1,936	8,193	80.89%
Department: 070 - TOURISM Total:	450,223	35,107	88,998	(53,891)	-153.51%
Expense Total:	450,223	35,107	88,998	(53,891)	-153.51%
Total Revenues	450,808	37,532	40	(37,493)	99.89 %
Total Expenses	450,223	35,107	88,998	(53,891)	-139.27 %
Fund: 07 - HOTEL OCCUPANCY TAX FUND Surplus (Deficit):	585	2,426	(88,958)	(91,384)	3766.91%
Fund: 08 - DEBT SERVICE FUND					
Revenue					
40 - TAXES	265,289	12,719	13,874	1,155	9.08%
45 - OTHER REVENUE	311	21	11	(10)	45.83%
49 - TRANSFER	343,650	-	-	-	0.00%
Revenue Total:	609,250	12,740	13,886	1,146	8.99%
Expense					
Department: 080 - DEBT SERVICE					
56 - BANK CHARGES	300	25	-	25	100.00%
57 - DEBT SERVICE	608,950	-	-	-	0.00%
Department: 080 - DEBT SERVICE Total:	609,250	25	-	25	100.00%
Expense Total:	609,250	25	-	25	100.00%
Total Revenues	609,250	12,740	13,886	1,146	8.99 %
Total Expenses	609,250	25	-	25	100.00 %
Fund: 08 - DEBT SERVICE FUND Surplus (Deficit):	-	12,715	13,886	1,171	-9.21%



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Fund: 10 - CAPITAL PROJECTS FUND					
Revenue					
44 - CHARGES FOR SERVICES	15,376	1,281	-	(1,281)	100.00%
45 - OTHER REVENUE	1,200	42	1,555	1,513	3581.94%
49 - TRANSFER	967,565	967,565	-	(967,565)	100.00%
Revenue Total:	984,141	968,888	1,555	(967,333)	99.84%
Expense					
Department: 402 - STREET MAINTENANCE					
55 - CAPITAL OUTLAY	13,923,381	1,159,818	26,137	1,133,680	97.75%
Department: 402 - STREET MAINTENANCE Total:	13,923,381	1,159,818	26,137	1,133,680	97.75%
Expense Total:	13,923,381	1,159,818	26,137	1,133,680	97.75%
Total Revenues	984,141	968,888	1,555	(967,333)	99.84 %
Total Expenses	13,923,381	1,159,818	26,137	1,133,680	100.00 %
Fund: 10 - CAPITAL PROJECTS FUND Surplus (Deficit):	(12,939,240)	(190,930)	(24,582)	166,348	87.13%
Fund: 11 - CHILD SAFETY FUND					
Revenue					
42 - FINES AND FORFEITURES	2,500	208	616	407	195.56%
45 - OTHER REVENUE	3	0	0	0	29.17%
Revenue Total:	2,503	209	616	407	195.37%
Total Revenues	2,503	209	616	407	195.37 %
Total Expenses	-	-	-	-	0.00 %
Fund: 11 - CHILD SAFETY FUND Total:	2,503	209	616	407	195.37%
Fund: 12 - COURT TECHNOLOGY FUND					
Revenue					
42 - FINES AND FORFEITURES	8,900	741	549	(193)	25.97%
45 - OTHER REVENUE	23	2	1	(1)	67.54%
Revenue Total:	8,923	743	549	(194)	26.07%
Total Revenues	8,923	743	549	(194)	26.07 %
Total Expenses	-	-	-	-	0.00 %
Fund: 12 - COURT TECHNOLOGY FUND Total:	8,923	743	549	(194)	26.07%
Fund: 13 - PUBLIC SAFETY FUND					
Revenue					
43 - INTERGOVERNMENTAL	3,500	-	-	-	0.00%
45 - OTHER REVENUE	80	7	8	1	22.22%
Revenue Total:	3,580	7	8	1	22.22%
Expense					
Department: 130 - PUBLIC SAFETY					
52 - CONTRACTUAL	13,000	1,083	-	1,083	100.00%
Department: 130 - PUBLIC SAFETY Total:	13,000	1,083	-	1,083	100.00%
Expense Total:	13,000	1,083	-	1,083	100.00%
Total Revenues	3,580	7	8	1	22.22 %
Total Expenses	13,000	1,083	-	1,083	100.00 %
Fund: 13 - PUBLIC SAFETY FUND Surplus (Deficit):	(9,420)	(1,076)	8	1,084	100.76%



Budget Report Group Summary

Item 16.

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Category	Budget FY 2020-2021	Target Budget	Fiscal Activity	Variance Favorable (Unfavorable)	%
Fund: 20 - TAX INCREMENT FINANCING FUND					
Revenue					
40 - TAXES	13,821	191	-	(191)	100.00%
49 - TRANSFER	329,829	-	-	-	0.00%
Revenue Total:	343,650	191	-	(191)	100.00%
Expense					
Department: 205 - TAX INCREMENT FINANCING					
59 - TRANSFER	343,650	-	-	-	0.00%
Department: 205 - TAX INCREMENT FINANCING Total:	343,650	-	-	-	0.00%
Expense Total:	343,650	-	-	-	0.00%
Total Revenues	343,650	191	-	(191)	100.00 %
Total Expenses	343,650	-	-	-	0.00 %
Fund: 20 - TAX INCREMENT FINANCING FUND Surplus (Deficit):	-	191	-	(191)	100.00%
Fund: 79 - SEDA					
Revenue					
40 - TAXES	519,311	46,894	52,449	5,555	11.85%
45 - OTHER REVENUE	2,154	147	101	(46)	31.09%
Revenue Total:	521,465	47,041	52,550	5,510	11.71%
Expense					
Department: 790 - SEDA					
51 - PERSONNEL	222,700	19,743	16,118	3,624	18.36%
52 - CONTRACTUAL	140,750	13,054	6,416	6,638	50.85%
53 - GENERAL SERVICES	6,000	500	16	484	96.80%
54 - MACHINE & EQUIPMENT MAI	3,000	250	-	250	100.00%
58 - GRANT DISBURSEMENTS	122,000	10,163	15,017	(4,854)	-47.77%
59 - TRANSFER	24,861	2,071	-	2,071	100.00%
Department: 790 - SEDA Total:	519,311	45,780	37,568	8,212	17.94%
Expense Total:	519,311	45,780	37,568	8,212	17.94%
Total Revenues	521,465	47,041	52,550	5,510	11.71 %
Total Expenses	519,311	45,780	37,568	8,212	17.94 %
Fund: 79 - SEDA Surplus (Deficit):	2,154	1,261	14,983	13,722	-1088.03%
Report Surplus (Deficit):	(25,450,640)	(1,518,330)	(255,104)	1,263,226	83.20%



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, November 03, 2020 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, November 03, 2020, at 5:30 PM, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Regular Council Meeting and Council Work Session, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

- Mayor Doug Svien
- Mayor Pro Tem / Council Member Place 1 Mark McClinton
- Council Member Place 2 Justin Haschke
- Council Member Place 3 Nick Robinson
- Council Member Place 4 Brady Pendleton
- Council Member Place 5 Ricky Thurman
- Council Member Place 6 Alan Nix
- Council Member Place 8 Brandon Huckabee
- Council Member Place 7 Gerald Cook

OTHERS ATTENDING:

- Allen L. Barnes, City Manager
- Staci L. King, City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 5:30 p.m.

REGULAR AGENDA

1. Citizens' General Discussion

No one came forward to address the council.

2. Final Reading of an Ordinance Granting to Atmos Energy Corporation a Franchise to Construct, Maintain, and Operate Pipelines and Equipment in the City of Stephenville, Texas for the Transportation, Delivery, Sale, and Distribution of Gas In, Out Of, and Through Said City for all Purposes

Allen Barnes, City Manager, read the caption of the ordinance.

3. Consider Approval of an Ordinance Granting to Atmos Energy Corporation a Franchise to Construct, Maintain, and Operate Pipelines and Equipment in the City of Stephenville, Texas for the Transportation, Delivery, Sale, and Distribution of Gas In, Out Of, and Through Said City for all Purposes

MOTION by Justin Haschke, second by Gerald Cook to approve Ordinance No. 2020-O-33 granting a franchise to Atmos Energy Corporation. MOTION CARRIED by unanimous vote.

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

4. PUBLIC HEARING

Case No.: RZ2020-010

Applicant John Drennan is requesting a rezone of property located at 830 Alexander Rd., Lot 22, Block 35, and 0 Alexander Rd., Lot 38, Block 35, of the South Side Addition, to the City of Stephenville, Erath County, Texas, from (R-1) Single Family and (R-3) Multiple Family to (B-2) Retail and Commercial Business.

Steve Killen, Director of Development Services, briefed the council on the rezone.

Mayor Svien opened the public hearing.

No one came forward to address the council.

Mayor Svien closed the public hearing.

5. Consider Approval of an Ordinance Rezoning the Properties Located at 830 Alexander Road, Being Lot 22, Block 35, and 0 Alexander Road, Being Lot 38, Block 35 of the South Side Addition, to the City of Stephenville, Erath County, Texas, from Single-Family Residential District (R-1) and Multiple Family Residential District (R-3) to Retail and Commercial Business District (B-2).

MOTION by Brady Pendleton, second by Ricky Thurman, to approve Ordinance No. 2020-O-34 rezoning the properties located at 830 Alexander Road and O Alexander Road from Single-Family Residential District (R-1) and Multiple Family Residential District (R-3) to Retail and Commercial Business District (B-2) contingent upon the replat of the property. MOTION CARRIED by unanimous vote.

6. PUBLIC HEARING

Case No. RZ2020-011

Applicant is Requesting a Rezone of the Property Located at 422 South Lillian, Being Lots 5, 6, 7, and 8, Block 8, of the South Side Addition, to the City of Stephenville, Erath County, Texas, from Industrial District (I) to Planned Development District (PD).

Steve Killen, Director of Development Services, briefed the council on the rezone.

Mayor Svien opened the public hearing.

No one came forward to address the council.

Mayor Svien closed the public hearing.

7. Consider Approval of an Ordinance Rezoning the Property Located at 422 S Lillian, Being Lots 5, 6, 7, and 8, Block 8, of the South Side Addition to the City of Stephenville, Erath County, Texas, from Industrial District (I) to Planned Development District (PD).

Motion by Mark McClinton, second by Brandon Huckabee, to approve Ordinance No. 2020-O-34 rezoning the property located at 422 S. Lillian from Industrial District (I) to Planned Development District (PD). MOTION CARRIED by unanimous vote.

8. PUBLIC HEARING**Case No.: SV2020-009**

Applicant is Requesting a Waiver from City of Stephenville Code of Ordinances Section 155.6.11 – Sidewalk Requirements at 3130 West Washington, Being Lot 2, Block 1 of the Excels Addition to the City of Stephenville, Erath County, Texas

Steve Killen, Director of Development Services, briefed the council on the waiver request.

Mayor Svien opened the public hearing.

No one came forward to address the council.

Mayor Svien closed the public hearing.

9. Consider Approval of a Waiver from City of Stephenville Code of Ordinances Section 155.6.11 – Sidewalk Requirements at 3130 West Washington, Being Lot 2, Block 1 of the Excels Addition to the City of Stephenville, Erath County, Texas

MOTION by Ricky Thurman, second by Brandon Huckabee, to approve a waiver from City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalk Requirements* at 3130 West Washington. MOTION CARRIED by unanimous vote.

10. PUBLIC HEARING**Case No.: SV2020-010**

Applicant is requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – Sidewalks at 1961 N Dale, being Lot 2, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas

Steve Killen, Director of Development Services, briefed the council on the waiver request.

Mayor Svien opened the public hearing.

Vince Daddio spoke in favor of the waiver.

No one spoke in opposition to the waiver

Mayor Svien closed the public hearing.

11. Consider Approval of a Waiver from Section 155.6.11 – Sidewalks of the City of Stephenville Code of Ordinance for the Property Located at 1961 N Dale, Being Lot 2, Block 1 of the Green Acres Addition of the City of Stephenville, Erath County, Texas

MOTION by Gerald Cook, second by Mark McClinton, to deny the waiver. MOTION FAILED by the following votes:

Ayes: Mark McClinton, Justin Haschke, Alan Nix, Gerald Cook

Noes: Nick Robinson, Brady Pendleton, Ricky Thurman, Brandon Huckabee, Doug Svien

MOTION by Brady Pendleton, second by Nick Robinson to approve a waiver from Section 155.6.11 – *Sidewalks* of the City of Stephenville Code of Ordinance for the Property Located at 1961 N Dale.

MOTION CARRIED by the following votes:

Ayes: Nick Robinson, Brady Pendleton, Ricky Thurman, Brandon Huckabee, Doug Svien

Noes: Mark McClinton, Justin Haschke, Alan Nix, Gerald Cook

12. PUBLIC HEARING**Case No. SV2020-011**

Applicant is Requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1961 N Dale, Being Lot 2, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas.

Steve Killen, Director of Development Services, briefed the council on the waiver request.

Mayor Svien opened the public hearing.

No one came forward to address the council.

Mayor Svien closed the public hearing.

13. Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1961 N Dale, Being Lot 2, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas.

MOTION by Mark McClinton, second by Nick Robinson, to approve a waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1961 N Dale. MOTION CARRIED by majority vote, with Alan Nix voting against.

14. PUBLIC HEARING**Case No.: SV2020-012**

Applicant is requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* 1949 N Dale, Being Lot 3, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas

Steve Killen, Director of Development Services, briefed the council on the waiver request.

Mayor Svien opened the public hearing.

No one came forward to address the council.

Mayor Svien closed the public hearing.

15. Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* 1949 N Dale, Being Lot 3, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas

MOTION by Brandon Huckabee, second by Nick Robinson, to approve a waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* 1949 N Dale. MOTION CARRIED by the following votes:

Ayes: Nick Robinson, Brady Pendleton, Ricky Thurman, Brandon Huckabee, Doug Svien

Noes: Mark McClinton, Justin Haschke, Alan Nix, Gerald Cook

16. PUBLIC HEARING**Case No.: SV2020-013**

Applicant is Requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1949 N Dale, being Lot 3, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas.

Steve Killen, Director of Development Services, briefed the council on the waiver request.

Mayor Svien opened the public hearing.

No one came forward to address the council.

Mayor Svien closed the public hearing.

17. **Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1949 N Dale, being Lot 3, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas.**

MOTION by Justin Haschke, second by Mark McClinton to approve a waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1949 N Dale. MOTION CARRIED by majority vote, with Alan Nix voting against.

18. PUBLIC HEARING

Case No. SV2020-014

Applicant is Requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* at 1937 N Dale, being Lot 4, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas

Steve Killen, Director of Development Services, briefed the council on the waiver request.

Mayor Svien opened the public hearing.

No one came forward to address the council.

Mayor Svien closed the public hearing.

19. **Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* at 1937 N Dale, being Lot 4, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas**

MOTION by Brandon Huckabee, second by Nick Robinson to approve a waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* at 1937 N Dale. MOTION CARRIED by the following votes:

Ayes: Nick Robinson, Brady Pendleton, Ricky Thurman, Brandon Huckabee, Doug Svien

Noes: Mark McClinton, Justin Haschke, Alan Nix, Gerald Cook

20. PUBLIC HEARING

Case No.: SV2020-015

Applicant is Requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1937 N Dale, being Lot 4, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas.

Steve Killen, Director of Development Services, briefed the council on the waiver request.

Mayor Svien opened the public hearing.

No one came forward to address the council.

Mayor Svien closed the public hearing.

21. **Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1937 N Dale, being Lot 4, Block 1 of the Green Acres Addition to the City of Stephenville, Erath County, Texas.**

MOTION by Mark McClinton, second by Justin Haschke to approve a waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* at 1937 N Dale. MOTION CARRIED by majority vote, with Alan Nix voting against.

STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY UPDATE

Jeff Sandford, Executive Director, gave the report.

PARKS AND LEISURE SERVICES COMMITTEE

Nick Robinson, Chair

22. Committee Report for October 20, 2020

Nick Robinson, chair, gave the committee report.

FINANCE COMMITTEE

Mark McClinton, Chair

23. Finance Committee Report - October 20, 2020

Mark McClinton, chair, gave the committee report.

24. Consider Approval of an Amendment to Section 7 of the City of Stephenville's Order Declaring Local State of Disaster Dated April 22, 2020

MOTION by Mark McClinton, second by Justin Haschke, to amend the City of Stephenville's Order Declaring Local State of Disaster Dated April 22, 2020 by removing Section 7. MOTION CARRIED by unanimous vote.

25. Consider Approval of the City of Stephenville's Delinquent Utility Bill Assistance Program

MOTION by Mark McClinton, second by Ricky Thurman, to approve the City of Stephenville's Delinquent Utility Bill Assistance Program with a maximum assistance of \$300 per account and a December 31, 2020 deadline. MOTION CARRIED by unanimous vote.

NOMINATIONS COMMITTEE

Gerald Cook, Chair

26. Committee Report for October 10, 2020

Gerald Cook, chair, gave the committee report.

27. Committee Report for November 3, 2020

Gerald Cook, chair, gave the committee report.

28. Consider Approval of the City of Stephenville's 2021 Legislative Priorities

MOTION by Gerald Cook, second by Justin Haschke, to approve the City's list of legislative priorities as outlined below:

CITY OF STEPHENVILLE
2021 Legislative Agenda

Key Principles

1. The City of Stephenville government shall do no harm to the citizens, businesses community, or economy of Stephenville.
2. The City of Stephenville government shall focus on those issues that are directly related to the community and foster community and economic development, growth, safety, and health for all citizens.
3. The City of Stephenville government shall place emphasis on local control by being an advocate for keeping as many decisions and regulations as possible at the local governance level.
4. The City of Stephenville government will look to the long-term perspective in advocacy efforts rather than advocating short term gains or issues.

Key Issues

Local Control:

Advocate for and support efforts to limit State and Federal unfunded mandates imposed on local governments.

2. Advocate for and support efforts to limit the control of local government decisions by State or Federal agencies.

Taxes:

1. Advocate for and support efforts to clarify 2020 Senate Bill 2 as it relates to the 3.5% ad valorem and the de minimis tax rate affecting cities under 30,000 in population and emphasizing local control.
2. Advocate for and support efforts to allow cities in Texas to submit to voters an increase of the local sales tax by up to one percent for specific capital improvement projects, provided that there is a sunset provision and the project(s) are not financed in excess of five years.
3. Advocate for and support efforts that legislate action for any freeze or reduction in ad valorem taxes must be offset by some other sales tax, consumption tax, food tax, hotel occupancy tax, etc., provided that any change be a net positive to local municipalities.

COVID-19:

1. Advocate for and support efforts to provide for the equitable distribution of the unallocated funds of the federal CARES Act funding received by the State of Texas to local municipalities.

Higher Education:

1. Advocate for and support efforts for the continued funding, growth, and development of Tarleton State University in Stephenville.
2. Advocate for and support efforts to allow state-supported institutions to partner with local municipalities in defraying the cost of specific infrastructure projects that are necessary for the institution's continued growth and development.

MOTIN CARRIED by unanimous vote.

FINANCIAL REPORTS

Monica Harris, Director of Finance and Administration

29. Monthly Budget Report for the Period Ending September 30, 2020

30. Financial Reports for the Period Ending September 30, 2020

Monica Harris, Director of Finance, gave the following report:

In reviewing the financial statements ending September 30, 2020, the financial indicators are as expected, considering the impact of COVID-19.

Property Tax - We received \$9K in property taxes in the month of September, resulting in a \$430K or 7.09% increase over funds collected last fiscal year. The \$6.5 million collected is 101.19% of budget.

Sales Tax - We received \$512K in sales tax in September, resulting in \$14K or 2.65% less than the funds collected last September. The \$6.3 million collected is 96.1% of the \$6.57 million budgeted, which is about 3.9% less than anticipated. We collected \$163K or 2.52% less than the previous fiscal year.

HOT Funds - We received \$325K in revenue in the Hotel Occupancy Tax fund through September, as compared to \$558K in revenue through last September. We spent \$216K in Hotel Occupancy Tax funds through September as compared to \$494K last year. Both are a direct reflection of the impact of COVID-19.

Revenue (Budgetary comparison) - The target budget for operating revenue is \$30.3 million. We received \$28.4 million in revenue through September, resulting in \$1.9K under the target budget. This is a result of reimbursement-based grants and the impact of COVID-19.

Expenditures (Budgetary comparison) The target budget for operating expenditures is \$21.1 million. We expended \$18.8 million through September resulting in \$2.3 million under the target budget.

Revenue (Prior year comparison) - Operating revenue received last year was \$28.8 million as compared to the current year's \$28.4 million, resulting in a \$355K decrease due to sales taxes, franchise taxes, hotel occupancy taxes, licenses & permits, interest, and other income.

Expenditures (Prior year comparison) - Operating expenditures last year were \$18.9 million as compared to the current year's \$18.8 million, resulting in a \$82K decrease. General Fund expenditures increased \$405K due to wages and benefits, maintenance, damage claims, and COVID-19 supplies. SEDA expenditures increased \$8K for marketing, wages and benefits, and grants.

New Programs - The Downtown Revitalization project, the Green Ribbon Project, Eastside Sewer, the CDBG GLO project, and the street improvement program will all carryover into FY 2020-2021.

Investments - The total market value of cash and investments on September 30, 2020 was \$44,091,950. This is allocated 5% in demand accounts, 1% in brokered certificates of deposit, 39% in TexStar investment pool, and 55% in TexPool investment pool. We earned 22,507 in interest for the quarter. The average yield to maturity for all account types for the quarter was .48%. The average yield to maturity for investment accounts for the quarter was .70%. The average yield to maturity for a 3-month treasury bill for the quarter was .11%

CONSENT AGENDA

31. Minutes - October 6, 2020 Regular City Council Meeting
32. Minutes - October 14, 2020 City Council Work Session
33. Minutes - October 27, 2020 Special City Council Meeting

MOTION by Mark McClinton, second by Ricky Thurman, to approve the consent agenda as presented. MOTION CARRIED by unanimous vote.

COMMENTS BY CITY MANAGER

- *Stephenville has officially received their designation as a Main Street City
- *Veteran's Day - November 11
- *Council Off-site Meeting - November 16
- *Committee Meetings - November 17
- *Lighted Christmas Parade - November 28
- *Electronics event yielded 30,000 pounds of electronics to be recycled

COMMENTS BY COUNCIL MEMBERS

Mark McClinton thanked the election volunteers for their hard work. He stated that he also wanted to offer up his prayer for the leadership of this country.

Alan Nix wanted to echo Mr. McClinton's comments, and he said his prayer would be for unity for our nation regardless of the election results.

EXECUTIVE SESSION

In compliance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with:

34. Section 551.072 - *Deliberations Regarding Real Property*

Deliberation regarding the purchase, exchange, lease, or value of real property - Sale of City Property

35. Section 551.074 - *Personnel Matters*

Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

1. Parks and Leisure Services Director
2. Public Health Official

36. Section 551.087 - *Deliberation Regarding Economic Development Negotiations - Project CS*

37. Action Taken on Items Discussed in Executive Session, if Necessary

MOTION by Brady Pendleton, second by Gerald Cook to accept a bid for sale of city property. MOTION CARRIED by unanimous vote.

MOTION by Gerald Cook, second by Alan Nix, to reaffirm the appointment of Kelley Doggett as the City's Health Official as of March 30, 2020 for a two year period. MOTION CARRIED by unanimous vote.

ADJOURN

The meeting was adjourned at 8:02 p.m.

Doug Svien, Mayor

Staci L. King, City Secretary



SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, November 10, 2020 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, November 10, 2020, at 5:30 PM, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Special Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT: Mayor Doug Svien
Mayor Pro Tem / Council Member Place 1 Mark McClinton
Council Member Place 2 Justin Haschke
Council Member Place 4 Brady Pendleton
Council Member Place 5 Ricky Thurman
Council Member Place 6 Alan Nix
Council Member Place 8 Brandon Huckabee
Council Member Place 7 Gerald Cook (via videoconference)

COUNCIL ABSENT: Council Member Place 3 Nick Robinson

OTHERS ATTENDING: Allen L. Barnes, City Manager
Staci L. King, City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 5:30 p.m.

NOVEMBER 3, 2020 SPECIAL ELECTION

1. Canvass Election Results of the November 3, 2020 Special Election

Mayor Svien appointed Mark McClinton, Brady Pendleton, Ricky Thurman, and Alan Nix as the Canvassing Committee.

Mark McClinton was chosen as the committee chair and gave the following report.

Proposition A was approved by the voters of the city of Stephenville with 4,620 votes for, 1,293 votes against, and a total of 5,913 votes cast.

2. Consider Approval of Ordinance No. 2020-O-36 Canvassing the Returns and Declaring the Results of the November 3, 2020 Special Election

MOTION by Brady Pendleton, second by Brandon Huckabee, to approve Ordinance No. 2020-O-36 canvassing the returns of the November 3, 2020 Special Election. MOTION CARRIED by unanimous vote.

3. Consider Approval of Ordinance No. 2020-O-37 Amending the City of Stephenville Code of Ordinance Article II. *Hotel Occupancy Tax*

MOTION by Alan Nix, second by Mark McClinton, to adopt Ordinance No. 2020-O-37 amending the City of Stephenville Code of Ordinance Article II. *Hotel Occupancy Tax*. MOTION CARRIED by unanimous vote.

ADJOURN

The meeting was adjourned at 5:34 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



SPECIAL CITY COUNCIL MEETING

The Agave, 1907 E. Washington, Stephenville, Texas
Monday, November 16, 2020 at 11:00 AM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Monday, November 16, 2020, at 11:00 AM, at The Agave, 1907 E. Washington, Stephenville, Texas, for the purpose of a Special Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

Mayor Doug Svien
Mayor Pro Tem / Council Member Place 1 Mark McClinton
Council Member Place 2 Justin Haschke
Council Member Place 3 Nick Robinson
Council Member Place 5 Ricky Thurman
Council Member Place 8 Brandon Huckabee
Council Member Place 7 Gerald Cook

COUNCIL ABSENT:

Council Member Place 4 Brady Pendleton
Council Member Place 6 Alan Nix

OTHERS ATTENDING:

Allen L. Barnes, City Manager
Staci L. King, City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 11:00 a.m.

EXECUTIVE SESSION

In compliance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with

1. Section 551.071 Consultation with Attorney - Potential Litigation

MOTION by Mark McClinton, second by Gerald Cook for staff to negotiate with TxDOT for repayment of monies owed in relation to the Bosque River Trail in an amount not to exceed \$495,756.54. MOTION CARRIED by unanimous vote.

REGULAR AGENDA

2. Consider Approval of An Ordinance Amending Section 155 of the City of Stephenville Code of Ordinances in Relation to Subdivision Waivers

MOTION by Justin Haschke, second by Brandon Huckabee, to approve Ordinance No. 2020-O-38 amending Section 155 of the City of Stephenville Code of Ordinances in relation to subdivision waivers. MOTION CARRIED by unanimous vote.

ADJOURN

The special meeting was adjourned at 11:31 a.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



CITY COUNCIL WORK SESSION

The Agave, 1907 E. Washington, Stephenville, Texas 76401
 Monday, November 16, 2020 at 10:00 AM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Monday, November 16, 2020, at 11:00 AM, at The Agave, 1907 E. Washington, Stephenville, Texas, for the purpose of a Council Work Session, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

Mayor Doug Svien
 Mayor Pro Tem / Council Member Place 1 Mark McClinton
 Council Member Place 2 Justin Haschke
 Council Member Place 3 Nick Robinson
 Council Member Place 5 Ricky Thurman
 Council Member Place 8 Brandon Huckabee
 Council Member Place 7 Gerald Cook

COUNCIL ABSENT:

Council Member Place 4 Brady Pendleton
 Council Member Place 6 Alan Nix

OTHERS ATTENDING:

Allen L. Barnes, City Manager
 Staci L. King, City Secretary

CALL TO ORDER

Mayor Svien called the work session to order at 10:00 a.m.

BOND DISCUSSION

1. Educational Presentation on Bond Elections by McCall Parkhurst & Horton
2. Educational Presentation on Bond Elections and Bonding by Hilltop Securities
3. Discuss Projects for a Potential Bond Election

Erick Macha, Hilltop Securities, and Dan Culver, McCall Parkhurst & Horton, gave education presentations on legal and financial matters related to bonds.

Mayor Svien asked council to make lists of the projects they would like to see funded if a bond election were held. Staff was asked to explore funding methods for projects.

ADJOURN

The meeting was adjourned at 1:52 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, November 17, 2020 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, November 17, 2020, at 5:30 PM, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Special Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT: Mayor Doug Svien
Mayor Pro Tem / Council Member Place 1 Mark McClinton
Council Member Place 2 Justin Haschke
Council Member Place 3 Nick Robinson
Council Member Place 4 Brady Pendleton
Council Member Place 5 Ricky Thurman
Council Member Place 8 Brandon Huckabee
Council Member Place 7 Gerald Cook (via videoconference)

COUNCIL ABSENT: Council Member Place 6 Alan Nix

OTHERS ATTENDING: Allen L. Barnes, City Manager
Staci L. King, City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 5:30 p.m.

RECESS TO TAX INCREMENT REINVESTMENT ZONE BOARD MEETING

Mayor Svien recessed the Special City Council Meeting at 5:30 p.m.

1. Call to Order

The meeting was called to order at 5:30 p.m.

2. Consider Approval of the First Amendment to Tax Increment Reinvestment Zone No. 1

MOTION by Gerald Cook, second by Brandon Huckabee, to approve the First Amendment to Tax Increment Reinvestment Zone No. 1.

3. Consider Approval of an Assignment of Development Agreement between STX Washington Partners, LLC, the City of Stephenville, Texas, and the Board of Directors for Tax Increment Reinvestment Zone No. 1

MOTION by Mark McClinton, second by Chris Gifford, to approve an Assignment of Development Agreement between STX Washington Partners, LLC, the City of Stephenville, Texas, and the Board of Directors for Tax Increment Reinvestment Zone No. 1.

4. Adjourn

The TIRZ Board meeting was adjourned at 5:33 p.m.

REGULAR AGENDA

Mayor Svien called the Special City Council Meeting back to order at 5:33 p.m.

5. Consider Approval of the First Amendment to Tax Increment Reinvestment Zone No. 1

MOTION by Mark McClinton, second by Gerald Cook, to approve the First Amendment to Tax Increment Reinvestment Zone No. 1. MOTION CARRIED by unanimous vote.

6. Consider Approval of an Assignment of Development Agreement between STX Washington Partners, LLC, the City of Stephenville, Texas, and the Board of Directors for Tax Increment Reinvestment Zone No. 1

MOTION by Mark McClinton, second by Gerald Cook, to approve an Assignment of Development Agreement between STX Washington Partners, LLC, the City of Stephenville, Texas, and the Board of Directors for Tax Increment Reinvestment Zone No. 1

ADJOURN

The meeting was adjourned at 5:35 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



STAFF REPORT

SUBJECT: ITB 3285 – Three Police Vehicles, Lease

DEPARTMENT: Finance

STAFF CONTACT: Tricia Wortley

RECOMMENDATION:

The Purchasing Department and the Police Chief recommend the bid be awarded to Bruner Motors for the 2021 Chevrolet Tahoes for \$35,339.77 each.

BACKGROUND:

Bids were solicited and opened on November 12, 2020. We received responses from two (2) vendors.

The vendors responded as follows and amounts listed are for one vehicle only:

	Bruner Motors	D&M Leasing
Make & Model	2021 Chevrolet Tahoe	2021 Chevrolet Tahoe
Total Cost per Vehicle	\$35,339.77	\$36,727.75
Annual Cost per Vehicle	\$9,382.20	\$8,612.64
Monthly Cost per Vehicle	\$781.85	\$717.72



STAFF REPORT

SUBJECT: ITB 3286 – Police Vehicles Equipment

DEPARTMENT: Finance

STAFF CONTACT: Tricia Wortley

RECOMMENDATION:

The Purchasing Department and the Police Chief recommend the bid be awarded to Dana Safety Supply at \$17,961.93 per vehicle. A total of (3) three 2021 Tahoes will be equipped. While Dana Safety Supply is \$556.93 higher per vehicle than Defender Supply, the latter did not meet all bid specs and a justification memo is attached.

BACKGROUND:

Bids were solicited and opened on November 12, 2020. We received responses from four (4) vendors.

The vendors responded as follows and the total amounts listed are for equipping one vehicle only:

VENDOR	TOTAL PRICE
Dana Safety Supply	\$17,961.93
Defender Supply	\$17,405.00
Farrwest Specialty Vehicles	\$19,706.00
Cap Fleet Upfitters	\$24,442.67



From: A.C. Jason Halsey
To: Purchasing Manager Tricia Wortley, Chief Dan Harris
Date: November 16, 2020
RE: Police Vehicle Equipment
Justification Memo

It is my opinion that the difference in price between Dana Safety Supply and Defender Supply at \$556.93 per car is not great enough to award the bid to Defender Supply. In addition, I believe Defender Supply marked that they met specifications on item number 6 but in fact do not meet specifications due to the light bar they offered is not V-shaped. **I recommend that we award the police vehicle equipment contract to Dana Safety Supply based on the following reasons.**

1. We have used both Defender and Dana Safety Supply to purchase equipment, up fit and decommission vehicles, and apply decals. Based on quality of work, Dana Safety Supply does a better job of uniform installation and equipment placement.
2. Defender Supply is approximately 105 miles and almost two hours from Stephenville in Argyle, Texas. In contrast, Dana Safety Supply is located in Ft. Worth approximately 75 miles and one hour twenty minutes from Stephenville. The cost to drive, car usage loss of time, and employee time loss due to travel to Defender is approximately 80 miles and 80 minutes a day. The difference in pricing is negligible at \$556.93 per car.
3. We asked vendors to bid on a V-shaped light bar (Item number 6). Dana marked that they met spec requirements and listed a price. Defender Supply also marked that they met spec requirements and listed a price but marked an X through the V part of the description. This in fact would not meet spec.

Regular City Council Meeting
STAFF REPORT



SUBJECT: ITB 3287 – Street Department 1-Ton Pickup Truck
MEETING: Regular City Council Meeting - 01 Dec 2020
DEPARTMENT: Finance
STAFF CONTACT: Tricia Wortley

RECOMMENDATION:

It is the recommendation of the Purchasing Department and the Street Department to award the contract for the 1-Ton Pickup Truck with all listed, optional equipment to Bruner Motors of Stephenville, Texas.

BACKGROUND:

Bids for the Street Department 1-Ton Pickup Truck were opened on November 23, 2020.
 Three (3) bids were received as shown below.

FISCAL IMPACT SUMMARY:

The approved FY20-21 budget allocated \$57,000 for the truck leaving a balance of (\$57,000-\$45,140 = \$11,860).

<u>Description</u>	<u>Vendor</u>		
	<u>Street Department 1-Ton Pickup with Dump Bed</u>	<u>Grapevine DCJ Dodge</u>	<u>Bruner's Dodge</u>
	\$50,873.00	\$45,659.55	\$45,140.00

Regular City Council Meeting
STAFF REPORT



SUBJECT: ITB 3287 – Utility Department ½-Ton Pickup Truck
MEETING: Regular City Council Meeting - 01 Dec 2020
DEPARTMENT: Finance / Public Works
STAFF CONTACT: Tricia Wortley / Nick Williams

RECOMMENDATION:

It is the recommendation of the Purchasing Department and the Utility Department to award the bid for the ½-Ton Pickup Truck to Bruner Motors of Stephenville, Texas.

BACKGROUND:

Bids for the Utility Department ½-Ton Pickup Truck were opened on November 23, 2020.
 Three (3) bids were received as shown below.

FISCAL IMPACT SUMMARY:

The approved FY20-21 budget allocated \$25,000 for the truck.

The difference in the total low bid, including all options, and the budgeted amount is \$26,822.91-\$25,000 = \$1,822.91.

The difference in the total low bid, without the trade-in, and the budgeted amount is \$30,322.91-\$25,000 = \$5,322.91.

Staff proposes to utilize funds from the Wastewater Collections manhole maintenance account to cover the \$5,322.91 cost difference to allow the city to maintain the 2009 Ford Ranger in the city's fleet. The 2009 Ford Ranger would be utilized for the Construction Observer and Construction Supervisor positions that are proposed to be unfrozen for the upcoming, anticipated increase in construction projects as well as to maintain social distancing in performing duties.

<u>Description</u>	<u>Vendor</u>		
	<u>Grapevine DCJ Dodge</u>	<u>Bruner's Chevrolet</u>	<u>Bruner's Dodge</u>
½-Ton Extended Cab Pickup	\$30,419.00	\$30,712.69	\$30,322.91
Less Optional Trade-in – Unit 135, 2009 Ford Ranger	-\$1,500.00	-\$3,500.00	-\$3,500.00
	\$28,919.00	\$27,212.69	\$26,822.91



STAFF REPORT

SUBJECT: Auction Items

DEPARTMENT: Finance

STAFF CONTACT: Tina Cox

RECOMMENDATION:

Staff is seeking authorization to sell the following items, via online auction:

Quantity	Description	Department
1	Conference Table	Police
9	Various Sizes of File Cabinets	Police
1	Computer Desk	Police
1	Hutch for Desk	Police
1	TV	Police
1	Printer	Police
1	Plumbing Supplies	Police
1	Metal Cabinet	Police