



COUNCIL COMMITTEE MEETINGS

City Hall Training Room, 298 W. Washington (use Columbia Street entrance)
Thursday, September 23, 2021 at 5:30 PM

AGENDA

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, Chair; Brandon Huckabee, Alan Nix, Brady Pendleton

- [1.](#) *The Daytripper* Proposal for 2021 - 2022

PUBLIC WORKS COMMITTEE

Alan Nix, chair; Gerald Cook, Brandon Huckabee, Brady Pendleton

- [2.](#) Emergency Response Plan / Emergency Preparedness Plan
- [3.](#) WWTP Annual Operations Contract Adjustment
- [4.](#) Solid Waste Ordinance
5. Backflow Prevention Presentation
- [6.](#) Landfill Permit Amendment

PERSONNEL COMMITTEE

Ricky Thurman, Chair; Gerald Cook, LeAnn Durfey, Daron Trussell

- [7.](#) Mental Health Leave Policy

FINANCE COMMITTEE

Justin Haschke, chair; Brandon Huckabee, Brady Pendleton, Ricky Thurman

- [8.](#) Budget Adjustments for Fiscal Year Ending September 30, 2021.

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

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



Social Mediaa



186K+ likes



11.8K followers



43.8K followers



17.5K Newsletter
subscribers

4 Social Giveaways

COST: \$13,500

- We will post a giveaway around 4 events of your choice throughout the year. It will feature a getaway prize specified by you, and ONE will include a Meet & Greet with Chet for the winners.
- To enter, our followers must like your social page and tag a friend for the chance to win - growing your followers & expanding your event's reach!
- Each giveaway includes an email blast, 3 Insta & FB story posts and 4 FB posts & 1 IG post on our channels with your channels tagged.
- **Partner Value: \$23,500**

6 Video Social Posts

COST: \$7,000

- We will share the 6 video series we make featuring Chet in Stephenville on our Instagram & Facebook pages, tagging the city and any businesses featured.

12 Newsletter Inclusions

COST: \$3,600

- Promote whatever you'd like with a 600x200px banner ad, a description of up to 50 words and web links in our monthly email newsletter.

VALUE: \$32,100

STEPHENVILLE COST: \$24,100



Video Work

Over the course of the year, we'll make a series of 6 videos (3-5 minutes in length) featuring different aspects of what Stephenville has to offer.

VIDEO 1: EXPERIENCES

Family farms, theme parks, and axe throwing make Stephenville a true experience.

VIDEO 2: UNIQUE SHOPPING

From framed-up bookstores to vintage outfitters to saddle shops, Chet goes shopping.

VIDEO 3: OUTDOOR ADVENTURE

From bike paths to horseback riding, Chet adventures across town and outside town

VIDEO 4: NIGHT TRIPPER

Chet highlights and spends the night at some of Stephenville's most unique hotels and lodges.

VIDEO 5: HISTORY

Chet will visit historic sites in the area and explore Stephenville's Cowboy history.

VIDEO 6: SWEET TOOTH

Chet eats his way across town showcases its handmade desserts. Loosen your belts.



VALUE: \$105,000

STEPHENVILLE COST: \$84,000

STAFF REPORT

SUBJECT: Emergency Response and Preparedness Plan - Professional Services Agreement
MEETING: Public Works Committee Meeting - 23 SEP 2021
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed professional services agreement with Provenance Engineering, LLC. for the preparation of the Emergency Response Plan as required by America's Water Infrastructure Act (AWIA) and for the preparation of an Emergency Preparedness Plan as required by Senate Bill 3.

BACKGROUND:

Emergency Response Plan – AWIA Federal Mandate

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law; section 2013 of the Act amends Section 1433 of the Safe Drinking Water Act (SDWA). This section requires community (drinking) water systems (CWS) serving more than 3,300 people to conduct risk and resilience assessments, prepare or revise emergency response plans (ERPs), and certify to the U.S. Environmental Protection Agency (EPA) that work has been completed. In accordance with U.S. EPA Section 1433, the ERP certification statement to the EPA is due on or before December 31, 2021.

Emergency Preparedness Plan – SB3 State Mandate

On June 8, 2021, the governor of Texas signed into effect Senate Bill No. 3 (SB3) requiring all water utilities to create an emergency preparedness plan (EPP) to maintain operation of water systems during extended power outages. S.B. 3 is the Texas Legislature's response to February's unprecedented power and water outages brought on by Winter Storm Uri and imposes several new requirements on water utilities, including new reporting and emergency planning requirements.

- Nov. 1, 2021: Identify critical W/WW facilities and notify electrical provider(s) of critical load status.
- March 1, 2022: Submit emergency preparedness plan, as well as a timeline for implementing plan to the Texas Commission on Environmental Quality (TCEQ) for approval.
- July 1, 2022: Implement emergency plan.

FISCAL IMPACT SUMMARY:

Fiscal Year Budget 2021-2022, adopted September 7, 2021, allocated \$35,000.00 for the ERP and \$40,000.00 for the EPP. The proposal provides the necessary components for both plans for \$71,030.00 within the allotted state/federal timelines. Attached is a copy of the proposal detailing task deliverables. The proposal includes a timeline to meet the state and federal submission dates. A liquidated damages clause is also included to ensure the scheduled milestones are met.

ALTERNATIVES:

The following alternatives are offered for consideration:

1. Do not recommend approval of the professional services agreement as presented;
2. Recommend an alternate firm to provide the mandated plans or direct staff to prepare the plans in-house.

ADVANTAGES:

Approval of the proposed agreement provides the means to meet the state and federal requirements under budget.

DISADVANTAGES:

No disadvantages are identified at this time regarding approval of the proposed agreement.

ATTACHMENTS:

Attached is a copy of the proposed professional services agreement.

[Emergency Response Plan and Emergency Preparedness Plan - PSA](#)

Emergency Response and Emergency Preparedness Plan – Contract Proposal





THIS IS AN AGREEMENT effective as of October 4, 2021 (“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: Emergency Response and Preparedness Plan (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Development of an Emergency Response Plan required for the America’s Water Infrastructure Act and an Emergency Preparedness Plan required under Senate Bill 3 of 2021. (“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: 9 months presuming there are no delays between each task.
- 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.

2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:



1. A Lump Sum amount of \$71,030.00 unless prior OWNER approval in writing. Additional Services may be performed only with 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.
 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.
- 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.
- 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.

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



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 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



EXHIBIT - A





Project Description

The following Scope of Service describes the services and project tasks to be performed and completed by the ENGINEER in association with the Emergency Response Plan. The services associated with this Contract includes the completion of a qualitative Emergency Response Plan (ERP) and an Emergency Preparedness Plan (EPP) for the City of Stephenville to achieve compliance with the America's Water Infrastructure Act of 2018 (AWIA) and 2021 Senate Bill No. 3 (SB3), respectively.

ERP: The population served by the City of Stephenville was reported to be 21,640 people according to the CWS report for the Safe Drinking Water Information System database as of October 2018. Therefore, Stephenville falls under the "Small System" bracket with a certification due for the ERP by December 31, 2021. The qualitative ERP will be based on the "Guidance for Small Community Water Systems on Risk and Resilience Assessments under America's Water Infrastructure Act" released by the EPA for assistance for "Small Systems".

EPP: SB3 requires all water utilities to create an Emergency Preparedness Plan for use to maintain operation of their water systems during extended power outages, maintaining a minimum water pressure of 20 psi (or level approved by TCEQ), as soon as practical following the occurrence of a natural disaster. Application for critical load status is due by November 1, 2021. The EPP submittal deadline including an implementation timeline is due to TCEQ by March 1, 2022.

Basic Services:

TASK 1.0 Project Management

The ENGINEER will perform project management related duties. Project management duties include coordinating project tasks, coordinating progress with the OWNER and obtaining existing information for use during the project. The following are the subtask.

- Deliverables: Project Status Reports
- 1.1 Project Management and Administration
The ENGINEER will manage the day-to-day progress of the project. The ENGINEER will track the budget and schedule regularly and meet with the OWNER's project manager as necessary to update the schedule, progress of services, and potential changes to the scope of services. ENGINEER will provide a project status report to the OWNER with the monthly invoice.
- 1.2 Quality Assurance / Quality Control (QA/QC) – The ENGINEER will follow their 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 to an ENGINEER's QA/QC Review by a senior level engineer.
- 1.3 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 identify a list of data needs for completing the ERP and EPP.



TASK 2.0 Emergency Response Plan

The ENGINEER will provide services to complete an Emergency Response Plan (ERP) for the OWNER water infrastructure that correlates to the Risk and Resilience Assessment (RRA). The ERP will include qualitative information on utility information, resilience strategies, emergency plans and procedures, mitigation actions, and detection strategies. ENGINEER will work with the information contained in the existing OWNER ERP and provide additional information to meet the requirements set forth by the AWIA. The EPA ERP template will be utilized for completion of the ERP.

- Deliverables: DRAFT Emergency Response Plan
FINAL Emergency Response Plan
- Meetings: DRAFT Emergency Response Plan Workshop

- 2.1 Data Collection and Site Visits – This task includes collecting necessary data from the OWNER and from site visits, including but not limited to utility components, personnel information, response resources, existing ERP information, communication protocols, public notification protocols, core response procedures, incident specific response procedures, alternative source water options, interconnection with other utilities, other mitigation actions, and detection strategies.
- 2.2 Completion of DRAFT ERP based on the EPA's Emergency Response Plan Template:
 - 2.2.1 Utility Information
 - 2.2.2 Resilience Strategies
 - 2.2.3 Emergency Plans and Procedures
 - 2.2.4 Mitigation Actions
 - 2.2.5 Detection Strategies
- 2.3 The ENGINEER will conduct an interactive review meeting with the OWNER to review the Draft ERP and garner input from the OWNER on the various sections of the Draft ERP.
- 2.4 FINAL ERP – incorporation of comments from DRAFT Emergency Response Plan Workshop with the OWNER and deliver electronic copy of the FINAL ERP to the OWNER in both Word and PDF.
- 2.5 Provide the template Certification Letter to the OWNER and assist OWNER in uploading the certification to the EPA website by December 31, 2021 for the OWNER to be in compliance with the AWIA.

TASK 3.0 Emergency Preparedness Plan

The ENGINEER will provide services to complete an Emergency Preparedness Plan (EPP) for the OWNER to be in compliance with Senate Bill 3. The EPP will include information on utility water infrastructure information, designation of alternate power option(s), emergency communications, emergency water use restrictions, and information on how the OWNER plans to maintain 20 psi in the distribution system following a natural disaster or power outage. The TCEQ EPP template will be utilized for completion of the EPP.

- Deliverables: Application for Critical Load Status
DRAFT Emergency Preparedness Plan
FINAL Emergency Preparedness Plan
- Meetings: DRAFT Emergency Preparedness Plan Workshop



- 3.1 Data Collection and Site Visits – This task includes collecting necessary data from the OWNER and from site visits, including but not limited to utility components, personnel information, response resources, communication protocols, public notification protocols, core response procedures, power consumption, detailed discussions with staff on operations and critical components during power outages.
- 3.2 Determine critical load and apply for critical load status – The ENGINEER will identify critical water infrastructure required to maintain pressure in the system, determine the crucial load from the critical infrastructure, and apply for critical load status with the electric provider and electric distributor by November 1, 2021.
- 3.3 Water system modeling – The ENGINEER will perform basic modeling of the storage and distribution system to determine a strategy to maintain 20 psi in the distribution system following a natural disaster or prolonged power outage. The ENGINEER will utilize an export of the existing water system model in EPANET for the analysis. This project does not include the creation of a model of the OWNER's water system.
- 3.4 Completion of DRAFT EPP based on the TCEQ's Emergency Preparedness Plan Template:
 - Introduction
 - Description of the Water System
 - Alternate Power Options – assuming Critical Load Status
 - Emergency Communications
 - Emergency Water Use Restrictions
 - Attachments
- 3.5 The ENGINEER will conduct an interactive review meeting with the OWNER to review the Draft EPP and garner input from the City on the various sections of the Draft EPP.
- 3.6 FINAL EPP – incorporation of comments from DRAFT Emergency Preparedness Plan Workshop with the OWNER and deliver electronic copy of the FINAL EPP to the OWNER in both Word and PDF.
- 3.7 Assist OWNER in submitting the EPP and implementation timeline to TCEQ by March 1, 2022 for the OWNER to be in compliance.

Additional Services:

TASK SS1.0 Alternate Power Options

The ENGINEER will provide additional services as directed by Owner to complete the Alternate Power Options of the EPP if the Critical Load Status application is denied or if the OWNER directs for additional alternate power supply options such as permanently installed or portable generators for critical load facilities or applying for mutual aid programs.

- Deliverables: DRAFT Alternate Power Options of Emergency Preparedness Plan
FINAL Alternate Power Options of Emergency Preparedness Plan
- Meetings: Options Planning Meeting
Critical Load Facility Site Visits



Assumptions:

- ENGINEER will utilize the following templates:
 - "Community Water System Emergency Response Plan Template" for the ERP provided by EPA for "Small System".
 - Emergency Preparedness Plan Template for the EPP provided by TCEQ.
- ENGINEER will NOT perform quantitative analysis for the ERP based on criteria set forth by the EPA. ENGINEER will not submit the ERP to the EPA, only assist the OWNER in providing a certification letter notifying the EPA of the completion of the ERP.
- ENGINEER will perform modeling and planning services utilizing an export of the OWNER's existing water system model in EPANET.

Time Period for Performance

Time periods for performance of the SERVICES are as follows:

TASK 1.0	6 months
TASK 2.0	Complete by December 31, 2021
TASK 3.0	6 months
TASK 3.1 - 3.2	Complete by November 1, 2021
TOTAL	6 months

Method of Payment



The Owner shall compensate Engineer on a lump sum basis in accordance with "EXHIBIT B" Fee Summary for the provided Basic 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.



EXHIBIT - B





		<p align="center">CITY OF STEPHENVILLE</p> <p align="center">EMERGENCY RESPONSE AND PREPAREDNESS PLAN</p> <p align="center">PROFESSIONAL SERVICE FEE SUMMARY</p>		 <p>PROVENANCE ENGINEERING</p>
Task 1.0 - Project Management				
Project Setup		\$	950	
1.110 Communication with OWNER		\$	640	
1.120. Progress Management		\$	640	
1.130. Kick-off Meeting		\$	2,200	
1.140. QA/QC & Internal Review		\$	1,310	
1.150. Project Closeout		\$	630	
Sub-Total		\$	6,370	
Task 2.0 - Emergency Response Plan				
2.100. Utility Information		\$	3,225	
2.200 Resilience Strategies		\$	3,225	
2.300. Emergency Plans and Procedures		\$	11,640	
2.400. Mitigation Actions		\$	3,800	
2.500. Detection Strategies		\$	3,800	
2.600. Workshop		\$	2,870	
2.700. Compile Exhibits		\$	2,440	
2.800. Finalization		\$	2,470	
Sub-Total		\$	33,470	
Task 3.0 - Emergency Preparedness Plan (SB3)				
3.100. Determine Critical Load		\$	4,000	
3.200. Apply for Critical Load Status		\$	9,090	
3.300. Water System Modeling		\$	10,300	
3.400. Section1 Introduction		\$	310	
3.500. Section 2 Description of Water System		\$	1,240	
3.600. Workshop		\$	2,870	
3.700. Finalization		\$	3,380	
Sub-Total		\$	31,190	
Base Services for EMP & EPP		\$	71,030	
Total Fee Proposal		\$	71,030	

STAFF REPORT

SUBJECT: Stephenville Wastewater Treatment Plant
Amendment to Agreement for Operations, Maintenance and Management Services
Jacobs/CH2M OMI Proposed Agreement Amendment for FY 2021-2022

MEETING: Public Works Committee Meeting - 23 SEP 2021

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed contract amendment with a 3.50% base rate increase. The proposed increase is a 2.75% overall increase of \$22,652.68 yielding an annual wastewater treatment operational cost of \$845,590.00 in accordance with the existing agreement.

BACKGROUND:

Provisions of the existing operations and maintenance agreement with CH2MHILL/OMI are reviewed annually. The city originally entered into an agreement with OMI in 1996 for the daily operations and maintenance of the wastewater treatment plant (WWTP). The city renewed the contract with CH2MHILL/OMI on October 7, 2014. The term of the agreement was extended to match the finance period for two backup electrical generators, which CH2MHILL/OMI agreed to finance at no cost to the city. The agreement was renewed in FY20-21 with a five-year renewal setting the existing agreement expiration at September 30, 2026.

The base fee for last fiscal year (FY20-21) was \$822,937.47 and included \$87,000.00 and \$79,400.00 for the respective rebateable items of sludge hauling and chemical usage. The base fee also included \$9,318.00 for the continued management of the city's state-required Fats, Oils and Greases (FOG) program.

FISCAL IMPACT SUMMARY:

The FY21-22 proposal negotiates a 3.50% operational base rate increase of \$22,652.68 for a total annual operational cost of \$845,590.00.

The requested base rate percentage increase is a negotiated, proposed increase.

Using the contractually calculated, default adjustment, verified using the contract Base Fee Adjustment Formula in Appendix E of the executed agreement, would result in a 4.61% increase. The 1.11% cost savings, achieved between the contractually calculated 4.61% increase and the proposed 3.50% increase, yields \$7,831.36 in negotiated cost savings.

The amendment proposes to maintain the amounts allocated for the rebateable items of sludge hauling and bulk chemical costs at \$87,000.00 and \$79,400.00 respectively. The proposal also maintains the provision for the Fats, Oils and Greases (FOG) tracking program at the existing rate of \$9,318.00.

The total proposed contract amount, including base fee operations, sludge hauling, chemicals, and FOG program management is \$845,590.00; a 2.75% overall increase from FY20-21.

Staff time is anticipated to remain consistent with previous years.

ALTERNATIVES:

The original agreement language addresses compensation in Appendix E. Section E.1.2 and states:

“Changes in the Base Fee shall be negotiated annually, three (3) months prior to anniversary of the effective date thereof. Base Fee adjustments shall be negotiated using Labor & Benefits, Chemicals, Sludge Hauling, Repairs and Other Direct Costs as the basis of adjustment for base fee. Owner and OMI agree that good faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and OMI fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown in Appendix E.3. Upon each contract year renegotiation, OMI shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written notice agreement between the parties as to the new contract year base fee, OMI shall issue an invoice retroactively adjusting the previous base fee amount.”

An annual agreement review presents an opportunity to negotiate an adjustment acceptable to both parties. If a compromise is not reached, the agreement provides a formula to assist the negotiation.

An excerpt from Appendix E. of the agreement is attached to this memorandum showing the Base Fee Adjustment Formula, which considers two major components: the Employment Cost Index and the Consumer Price Index.

The Bureau of Labor Statistics (BLS) defines the Employment Cost Index (ECI) by stating, “The Employment Cost Index (ECI) measures the change in the cost of labor, free from the influence of employment shifts among occupations and industries.” The BLS defines the Consumer Price Index (CPI) by stating, “The Consumer Price Index (CPI) is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.” and further states, “Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farm families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals.”

To condense; the ECI measures the change in the cost of labor; for example, the employment labor to operate the wastewater treatment plant, while the CPI measures the change in the cost of goods or materials, like bearings or belts, to operate and maintain the wastewater treatment plant. The ECI and CPI components are both used in an effort to reflect the most accurately calculated costs of the operations as well as to minimize the risk of market volatility and instability for both parties.

ALTERNATIVES TO CALCULATION METHODOLOGY:

1. Negotiate each year independently and remove the Adjusted Base Fee (ABF) Formula.
2. Continue using an Adjusted Base Fee (ABF) Formula approach if negotiations are unsuccessful and use alternative CPI and ECI data series. An alternative practice may include the continued use of an ABF formula with incorporation of a localized CPI. Choosing a CPI data series accurately representing the work is essential. Using the national index can be stabilizing as local area indexes often exhibit greater volatility than the national index, although long-term trends can remain similar. Use of the existing CPI formula in the agreement results in an increase of 4.61%.
 - a. Use of CPI-U for Dallas-Fort Worth-Arlington, TX results in an increase of 3.50%.
 - i. https://www.bls.gov/regions/southwest/data/consumerpriceindexhistorical_dallasfortworth1967_table.pdf
 1. Where C=751.437 in November 2020 and C₀=749.002 in November 2019
 - b. Using Water and Sewerage Maintenance, U.S. City Average, results in a 4.90% increase.
 - i. <https://data.bls.gov/timeseries/CUUR0000SEHG01>
 1. Where C=592.998 in November 2020 and C₀=574.691 in November 2019
3. Set a consistent adjustment value for each year.
 - a. Set “X%” adjustment each year regardless of CPI data.
 - b. Set a minimum of “X%” adjustment if negotiations are unsuccessful regardless of CPI data series values.

ALTERNATIVE METHODOLOGY ADVANTAGES:

Alternative 1. provides the opportunity to negotiate a better rate than what may be calculated.

Alternative 2. provides for the use of DFW area or Water/Sewerage Maintenance specific CPI values.

Alternative 3. provides for a known cost amount to assist with budget projections each year.

ALTERNATIVE METHODOLOGY DISADVANTAGES:

Alternative 1. does not provide a methodology for agreement if negotiations are unsuccessful.

Alternative 2. does not provide the same stability as a national index, although trends can be similar.

Alternative 3. does not provide flexibility for either party and requires the “X%” value to be negotiated.

ALTERNATIVES TO PROPOSAL:

The following alternatives are offered for consideration:

1. Do not recommend approval of the contract amendment with the proposed 2.75% operational base rate increase;
2. Postpone amendment approval and renegotiate the terms of the amendment.

ADVANTAGES:

Approval of the proposed agreement amendment provides access to global, industry expertise and allows the city to take advantage of bulk pricing discounts for chemical usage.

DISADVANTAGES:

Approval of the proposed agreement amendment provides for an overall 2.75% increase in the cost of daily operations and maintenance of the Stephenville Wastewater Treatment Plant.

ATTACHMENTS:

Attached is a copy of the proposed annual agreement amendment from Jacobs/CH2M OMI for FY2021-2022 for the continued daily operations and maintenance of the Stephenville Wastewater Treatment Plant. Also attached is a transmittal letter as well as the supporting calculations.

1. [WWTP Operations Amendment – Proposed](#)
2. [WWTP Operations Amendment – Transmittal Letter](#)
3. [WWTP Operations Amendment – Supporting Calculations](#)

CONTRACTUALLY CALCULATED RATE ADJUSTMENT

Item 3.

Base Fee adjustment formula as shown in Appendix E.3

ABF = Adjusted Base Fee

E = ECI for Total Compensation for Civilian Workers, Not Seasonally Adjusted (Employment Cost Index) reported as a percentage for the first quarter of the year for which an ABF is being calculated as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU1010000000000A.

C_o = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0 for the month that is eighteen (18) months prior to the beginning of the period for which an ABF is being calculated, which is the month of March.

C = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0 for the month that is six (6) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated, which is the month of March.

ABF = Adjusted Base Fee

ABF = BF x AF

BF = Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = [((E)0.50 + ((C-C_o)/C_o)0.50)] + 1.02$$

$$E = 2.60\%, \quad C = 264.877, \quad C_o = 258.115$$

$$AF = [(2.6\%)0.50 + ((264.877-258.115)/258.115)0.50] + 1.02$$

$$AF = [(.026*.5) + (.0262*.5)] + 1.02$$

$$AF = 1.0461 \text{ shown as a } 4.61\% \text{ increase}$$

DEFAULT INCREASE OF 4.61%

Contractual Default Fee Calculation

FY20-21 Base Fee = \$647,219.47

Amount of Base Fee Increase = \$647,219.47 x 0.0461 = \$29,836.82

ABF = \$647,219.47 x 1.0461 = \$677,056.29

$$\checkmark \text{ ABF} = \$647,219.47 + \$29,836.82 = \$677,056.29$$

Operational Fee (OF) Calculation

OF = ABF + Sludge Hauling + Chemicals + FOG

$$\checkmark \text{ OF} = \$677,056.29 + \$87,000 + \$79,400 + \$9,318 = \underline{\$852,774.29}$$

NEGOTIATED AND PROPOSED INCREASE OF 3.50%

Negotiated Fee Calculation

FY20-21 Base Fee = \$647,219.47

Amount of Base Fee Increase = \$647,219.47 x 0.0350 = \$22,652.68

ABF = \$647,219.47 x 1.035 = \$669,872.15

$$\checkmark \text{ ABF} = \$647,219.47 + \$22,652.68 = \$669,872.15$$

Operational Fee (OF) Calculation

OF = ABF + Sludge Hauling + Chemicals + FOG

$$\checkmark \text{ OF} = \$669,872.15 + \$87,000 + \$79,400 + \$9,318 = \underline{\$845,590.15}$$

OF Cost Savings: 4.61%OF – 3.50%OF = \$853,421.51 - \$845,590.15 = \$7,831.36

Supporting Documentation for (E) Employment Cost Index and (CPI) Consumer Price Index

<http://data.bls.gov/timeseries/CIU1010000000000A>

Data extracted on: September 16, 2021 (2:16:40 PM)

Employment Cost Index

Series Id: CIU1010000000000A (B,C)

Not seasonally adjusted

Series Title: Total compensation for All Civilian workers in All industries and occupations, 12-month percent change

Ownership: Civilian workers

Component: Total compensation

Occupation: All workers

Industry: All workers

Subcategory: All workers

Area: United States (National)

Periodicity: 12-month percent change

Year	Qtr1	Qtr2	Qtr3	Qtr4
2011	2.0	2.2	2.0	2.0
2012	1.9	1.7	1.9	1.9
2013	1.9	1.9	1.9	2.0
2014	1.8	2.0	2.2	2.2
2015	2.6	2.0	2.0	2.0
2016	1.9	2.3	2.3	2.2
2017	2.4	2.4	2.5	2.6
2018	2.7	2.8	2.8	2.9
2019	2.8	2.7	2.8	2.7
2020	2.8	2.7	2.4	2.5
2021	2.6	2.9		

B : Includes wages, salaries, and employer costs for employee benefits.

C : See Footnote C on www.bls.gov/ect/cimapnote.htm.

http://data.bls.gov/timeseries/cuur0000sa0?series_id=cwur0000sa0

Data extracted on: September 16, 2021 (2:29:29 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567				

July 9, 2021

Mr. Nick Williams
Director of Public Works
City of Stephenville
298 W. Washington
Stephenville, Texas 76401

Subject: Contract Amendment for Budget Year 2021-2022

Dear Mr. Williams:

CH2M OMI is pleased to have the opportunity to continue providing professional operation and maintenance services for the City's wastewater treatment facility. Our company will continue to dedicate our people, programs, and technologies to work in partnership with you to meet the City's wastewater needs in an innovative and cost-effective manner. This letter outlines our proposal for this upcoming year.

Below is a table summarizing the proposed base fee:

2020-2021 Base Fee		647,219.47
Sludge Hauling		87,000.00
Chemicals		79,400.00
FOG Program		9,318.00
2020-2021 Total Fee		822,937.47
Adj Rate (not applied to rebateables/FOG)	3.50%	22,652.68
2021-2022 Base Fee		669,872.15
Sludge Hauling		87,000.00
Chemicals		79,400.00
FOG Program		9,318.00
2021-2022 Base Fee		845,590.15
2021-2022 Total Fee (Rounded)		845,590.00

We look forward to continuing our partnership with the City to meet its wastewater needs. Please contact me at 254-965-3668 if you have any questions or need additional information. Thank you for your attention and consideration in this matter.

Sincerely,



Johnny L. Davis
Project Manager

AMENDMENT NO. 15
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for the
CITY OF STEPHENVILLE, TEXAS

This Amendment No. 15 to the Agreement for Operations, Maintenance and Management Services for City of Stephenville, Texas dated October 1, 2006 (the "Agreement") is made and entered into this 4th day of October, 2021 (the "Effective Date") by the City of Stephenville, Texas (hereinafter the "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"), whose address for formal notice is 9191 South Jamaica Street, Suite 400, Englewood, Colorado 80112.

NOW THEREFORE, Owner and CH2M HILL OMI agree to amend the Agreement as follows:

1. Paragraph E.1.1. of Appendix E is hereby deleted in its entirety and replaced with the following:

E.1.1. Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement a Base Fee of Eight Hundred Forty-Five Thousand Five Hundred Ninety Dollars and No Cents (\$845,590.00) which includes the Sludge Hauling, Chemical Costs, and FOG costs which shall be payable in twelve monthly installments of Seventy Thousand Four Hundred Sixty-Five Dollars and Eighty-Four Cents (\$70,465.84) for the period of October 1, 2021 through September 30, 2022. Subsequent years' base fees shall be determined as hereinafter specified.
2. Paragraph E.1.3 of Appendix E is hereby deleted in its entirety and replaced with the following:

E.1.3 The total amount CH2M HILL OMI shall be required to pay for Sludge Hauling Cost shall not exceed the annual Sludge Hauling Limit of Eighty-Seven Thousand Dollars (\$87,000). This amount will remain the same every year until the expiration of the Agreement or if both Parties agree to negotiate a new amount prior to the expiration of the Agreement. Owner will pay as additional compensation to CH2M HILL OMI any amount above the annual Sludge Hauling Limit and CH2M HILL OMI will rebate to City any amount less the annual Sludge Hauling Limit.
3. Paragraph E.1.5 of Appendix E is hereby deleted in its entirety and replaced with the following:

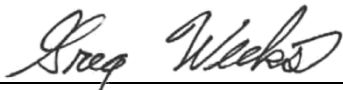
E.1.5 Option 1: The total amount CH2M HILL OMI shall be required to pay for Chemical costs shall not exceed the annual Chemicals Limit of Seventy-Nine Thousand Four Hundred Dollars (\$79,400). This amount will remain the same every year until the expiration of the Agreement or if both Parties agree to negotiate a new amount prior to the expiration of the Agreement. Owner will pay as additional compensation to CH2M HILL OMI any amount above the annual Chemicals Limit and CH2M HILL OMI will rebate to City any amount less the annual Chemicals Limit.

This Amendment constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated otherwise, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement shall be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Authorized signature:

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**



Name: Greg Weeks
Title: Designated Manager
Date: 9/17/2021

Authorized signature:

CITY OF STEPHENVILLE, TX

Name: Doug Svien
Title: Honorable Mayor
Date: _____

STAFF REPORT

SUBJECT: Solid Waste Ordinance
MEETING: Public Works Committee Meeting - 23 SEP 2021
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed Solid Waste Ordinance to govern the Solid Waste Franchise Agreement.

BACKGROUND:

The city entered into an exclusive franchise agreement with IESI, TX Corporation in January of 2005. In 2012, the corporation changed names to Progressive Waste Solutions of TX, Inc. The agreement was updated and approved in January of 2014 and again with the same company, under the name of Waste Connections, in 2018 for a term of five years with an expiration date of December 31, 2023.

The agreement grants the service provider the exclusive franchise, license and privilege to collect, haul and dispose of municipal solid waste and construction and demolition waste generated within the city's corporate limits.

The proposed ordinance provides for the governance and enforcement of the exclusive franchise agreement.

FISCAL IMPACT SUMMARY:

None: The proposed ordinance does not modify service area or rates in the existing franchise agreement.

ALTERNATIVES:

The following alternatives are offered for consideration:

1. Do not recommend approval of the ordinance as presented;
2. Recommend alternate language for the proposed ordinance.

ADVANTAGES:

Approval of the proposed ordinance provides a mechanism for the enforcement of the franchise agreement.

DISADVANTAGES:

No disadvantages are identified at this time regarding approval of the proposed ordinance.

ATTACHMENTS:

Attached is a copy of the proposed Solid Waste Ordinance.

[Solid Waste Ordinance](#)

ORDINANCE NO. O-2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS APPROVING AN EXCLUSIVE FRANCHISE AGREEMENT WITH A CONTRACTED SOLID WASTE PROVIDER FOR THE COLLECTION, HAULING, AND DISPOSAL OR RECYCLING OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF STEPHENVILLE, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY AND REPEALER CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Chapter _____ - Solid Waste

State Law reference - Municipal solid waste, V.T.C.A., Health and Safety Code, ch. 363; Solid Waste Disposal Act, V.T.C.A, Health and Safety Code, ch. 361.

WHEREAS, it is in the public interest to ensure solid waste and recycling services are provided to the citizens of the City of Stephenville, Texas.

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

• **Sec. ____ - 1. – Special Contract / Franchise Agreement.**

- (a) *Special contract required.* No person shall commercially empty Municipal Solid Waste or Construction and Demolition Waste collection or recyclable containers or receptacles, or convey or transport the contents thereof on the streets, alleys or public thoroughfares of the City, without having entered into a special contract or franchise agreement with the City.

Because of the large investment in special equipment required to properly collect the solid waste of Residential and Nonresidential Customers, public convenience and necessity requires the City Council to, from time to time, enter into exclusive contracts or exclusive franchise agreements with an established solid waste or recyclable collection company for the collection of Municipal Solid Waste or Construction and Demolition Waste collection or recyclables of Residential and Nonresidential Customers. Fair and reasonable charges for the collection of solid waste or recyclables of Customers shall be charged as provided for in the applicable, approved, special contract or franchise agreement.

If the City Council approved and the City entered into a special contract or franchise agreement or amendment thereto that granted an exclusive right to an established solid waste or recyclable collection company that is in existence as of the date that this ordinance is passed and approved, then such exclusive special contract or exclusive franchise agreement is and shall be approved hereunder and the rights and powers granted to a solid waste or recyclable collection company hereunder shall be applicable to such prior approved special contract and franchise agreement and the solid waste or recyclable collection company that is a party thereto.

- (b) *Insurance required.* No special contract or franchise agreement shall be issued to any applicant until such applicant has obtained a policy of public liability insurance that adheres to the requirements of and has provided same to the City a certificate evidencing such policy. Such policy shall adhere to the requirements provided in the Franchise Agreement. The termination or cancellation of the policy of insurance required herein shall automatically revoke the permit granted under the provisions of this Chapter.
- (c) *Issuance of special contracts or franchise agreements.* Special contracts or franchise agreements may be issued to qualified applicants after review and authorization by the City's legal counsel at the City Council's sole discretion.

- **Sec. ____ - 2. – Special City Authority.**

The City or its designee shall have the authority to issue citations to any third persons, firms or corporations who shall violate such code regulating the collection and removal of Municipal Solid Waste or Construction and Demolition Waste. In the event the violator is a firm, corporation, or entity, such citation shall also be issued to the owner, operator or manager of such firm, corporation or entity. Such citation shall command the person so named to appear in the named court within thirty (30) days to answer the charge stated therein.

The City, its designee, or any exclusive franchisee or party to an exclusive special contract shall have the authority to seek injunctive relief from a court of competent jurisdiction as to and against any persons, firms or corporations who violates or aids in the violation of this code regulating the collection and removal of solid waste, including any business or person that collects or removes Municipal Solid Waste or Construction and Demolition Waste without approval or authority of the City under this Chapter.

- **Sec. ____ - 3. – Additional Definitions.**

For the purposes of this Chapter, the terms listed below shall be supplemental to the terms listed in the applicable franchise agreement and shall have the following meanings, regardless of whether such terms are capitalized in the body of this Chapter:

Customer. Any owner, occupant, tenant or person otherwise in control of any premises in the City on which Municipal Solid Waste or Construction and Demolition Waste are accumulated and from which the same is removed or required to be removed pursuant to the terms of this Chapter

Disposal or Disposal Services. The dumping or disposition of solid waste into or onto a Landfill so that the waste or any constituent thereof is introduced into the environment.

Nonresidential. The designation for any Municipal Solid Waste generator beyond a Residential Unit including, but not limited to commercial businesses, industrial businesses, contractors, rental property, construction sites, Commercial Unit, Construction and Demolition Waste, and Multi-Family Residential Unit.

Residential. Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

- **Sec. ____ - 4. – Penalty.**

The penalties for violations of this code set forth herein below shall be applicable in all cases of each violation of this Chapter. Each day of such violation shall constitute a separate offense and each separate violation in a given day shall constitutes a separate offense.

In addition to a restraining order and injunction prohibiting continued violations of this code, the violation of any such provision of this code regulating the collection and removal of Municipal Solid Waste or Construction and Demolition Waste by a “Nonresidential” shall be punished by a fine of not to exceed \$500.00 per offense.

In addition to a restraining order and injunction prohibiting continued violations of this code, the violation of any such provision of this code regulating the collection and removal of Municipal Solid Waste or Construction and Demolition Waste by a “Residential” shall be punished by a fine of not to exceed \$20.00 per offense pertaining to roll-out containers, and not to exceed \$200.00 per offense pertaining to containers larger than a roll-out container, such as a roll-off container.

In addition to a restraining order and injunction prohibiting continued violations of this code, the violation of any such provision of this code regulating the collection and removal of Municipal Solid Waste or Construction and Demolition Waste by a waste collector that is not approved by the City under this ordinance shall be punished by a fine of not to exceed \$500.00 per offense.

- **Sec. ____ - 5. – Duties of Residential Customers.**

- (a) *Generally.*

- (1) *Residential Customers with water meters.* The City may charge the rates, fees, and costs for each Residential possessing an active water meters within the City or extraterritorial jurisdiction of the City for the collection and removal of Municipal Solid Waste by a waste collector that is approved by the City under this ordinance in accordance with the special contract or franchise agreement entered by the City.

- (2) *Subscribe to a waste service.* If the Residential Customer is not charged directly by the City for collection and removal of Municipal Solid Waste or Construction and Demolition Waste, it shall be the duty of all Residential Customers within the City limits of the City to subscribe to a commercial solid waste collection services that is contracted by the City in accordance with this Chapter.

- (3) *Use provided containers.* Solid waste and recyclables containers, if provided by the City's contracted provider, must be used by the Residential Customer.

- (4) *Store containers.* Residential Customers shall keep all solid waste and recyclables containers inside garages, carports, or other parking structures, or outside in the immediate vicinity of such residential structure.

- (5) *Secure containers.* Every Residential Customer shall keep all Municipal Solid Waste used by customer securely closed in a manner as to prevent the scattering of the contents thereof.

- (6) *Maintain collection site.* It shall be the responsibility of the Residential Customer to ensure the collection site is clean and free of loose solid waste and debris.

- (b) *Placement of containers for Residential collection.* It shall be the duty of each Residential Customer in the City to place solid waste at locations designated for pickup as follows:

- (1) *Time of placement.* All containers shall be placed at the designated locations no earlier than the evening prior to, nor later than 7:00 a.m. on the day of scheduled collection.

- (2) *Retrieval of containers.* All containers must be retrieved from the collection location by 12:00 noon the day following the collection day.

- **Sec. ____ - 6. – Duties of Nonresidential Customers.**

- (a) *Generally.*

- (1) The City may charge the rates, fees, and costs for each Nonresidential Customer possessing an active water meter within the City for the collection and removal of Municipal Solid Waste or Construction and Demolition Waste by a waste collector that is approved by the City under this ordinance in accordance with the special contract or franchise agreement entered into by the City.

- (2) Should a Nonresidential Customer within the City limits of the City need Municipal Solid Waste or Construction and Demolition Waste collection and is not charged directly by the City or if a Nonresidential Customer needs additional Municipal Solid Waste or Construction and Demolition Waste removal or collection, it shall be the duty of such Nonresidential Customer to subscribe to a commercial solid waste collection service contracted by the City. Collection of acceptable solid waste from Nonresidential premises shall be performed by the City's contracted provider. Charges for collection shall be a matter of contract between the customer and provider.
- (3) *To store containers.* It shall be the duty of the owner or person otherwise in control of the Nonresidential Customer premises within the City of the City to cause all solid waste accumulated on said premises within the City of the City to be placed at a location on the premises which is readily accessible to the provider.
- (4) *To secure containers.* It shall be the responsibility of the Nonresidential Customer to ensure Nonresidential containers are secure and contain only Municipal Solid Waste or Construction and Demolition Waste collection for disposal. All contents in and around a Nonresidential container are the responsibility of the Nonresidential Customer regardless of origination.
- (5) *To maintain the collection site.* It shall be the responsibility of the Nonresidential Customer to keep the Nonresidential collection site clean and free of loose solid waste.
- (b) *Specifications for Nonresidential waste containers.*
- (1) Municipal Solid Waste or Construction or Demolition Waste collection containers, if provided by the City's contracted provider, must be used by the Nonresidential Customer.
- (2) Size of containers that may be available from the City's contracted provider and frequency of collections are variable provided that said containers be sufficient to handle a majority of the Municipal Solid Waste or Construction and Demolition Waste collection generated and the collection and removal of Municipal Solid Waste or Construction and Demolition Waste as often as necessary in order to maintain such premises free of accumulations of Municipal Solid Waste or Construction and Demolition Waste. In this regard, Municipal Solid Waste or Construction and Demolition Waste collection shall be made not-less-than one time each week.
- (c) *Exceptions.*
- (1) Notwithstanding the foregoing, a Nonresidential business may, haul its own Municipal Solid Waste or Construction and Demolition Waste collection, provided it uses its own employees and own vehicles for hauling, and those vehicles conform to the requirements of vehicles used by permitted collectors to protect and keep the streets, alleys, and roads of the City free and clear of waste; provided, however, no business engaged in food handling, such as a restaurant, quick food or take-out food business, may haul its own Solid Waste, but must subscribe to a permitted hauler to ensure the orderly and regular removal of such Solid Waste.
- (2) Those Nonresidential Customers that generate special types of waste that are not covered by a special contract or franchise agreement entered into pursuant to this Chapter shall be allowed to use any other Solid Waste collector allowed by the City or this Chapter.

• **Sec. ____ - 7. – Special Contract / Franchise Agreement.**

- (a) *Special contract required.* No person shall commercially empty Municipal Solid Waste or Construction and Demolition Waste collection or recyclable containers or receptacles, or convey or transport the contents thereof on the streets, alleys or public thoroughfares of the City, without having entered into a special contract or franchise agreement with the City.

Because of the large investment in special equipment required to properly collect the solid waste of Residential and Nonresidential Customers, public convenience and necessity requires the City Council to, from time to time, enter into exclusive contracts or exclusive franchise agreements with an established solid waste or recyclable collection company for the collection of Municipal Solid Waste or Construction and Demolition Waste collection or recyclables of Residential and Nonresidential Customers. Fair and reasonable charges for the collection of solid waste or recyclables of Customers shall be charged as provided for in the applicable, approved, special contract or franchise agreement.

If the City Council approved and the City entered into a special contract or franchise agreement or amendment thereto that granted an exclusive right to an established solid waste or recyclable collection company that is in existence as of the date that this ordinance is passed and approved, then such exclusive special contract or exclusive franchise agreement is and shall be approved hereunder and the rights and powers granted to a solid waste or recyclable collection company hereunder shall be applicable to such prior approved special contract and franchise agreement and the solid waste or recyclable collection company that is a party thereto.

- (b) *Insurance required.* No special contract or franchise agreement shall be issued to any applicant until such applicant has obtained a policy of public liability insurance that adheres to the requirements of and has provided same to the City council a certificate evidencing such policy. Such policy shall adhere to the requirements provided in the Franchise Agreement. The termination or cancellation of the policy of insurance required herein shall automatically revoke the permit granted under the provisions of this Chapter.
- (c) *Issuance of special contracts or franchise agreements.* Special contracts or franchise agreements may be issued to qualified applicants after review and authorization by the City's legal counsel at the City Council's sole discretion.

• **Sec. ____ - 8. – Duties of Waste Collectors.**

- (a) All trucks or trailers used to haul Municipal Solid Waste or Construction and Demolition Waste or recyclables shall have equipment or features in place that fully contain the contents thereof.
- (b) The collection, removal and disposal of all Municipal Solid Waste or Construction and Demolition Waste or recyclables should be carried on in a systematic, efficient manner to keep the City in a clean and sanitary condition.
- (c) Collectors shall dispose of or subscribe to a permitted hauler to ensure the orderly and regular removal of Municipal Solid Waste or Construction and Demolition Waste at Landfills and/or recycling centers.

• **Sec. ____ - 9. – Severability.**

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, work or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, work, or provision hereof be given full force and effect for its purpose.

- **Sec. ____ - 10. – Repeal.**

All ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

- **Sec. ____ - 11. – Effective date.**

This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Stephenville, Texas, on this the _____ day of _____ 2021.

STAFF REPORT

SUBJECT: Landfill Permit Amendment – Professional Services
MEETING: Public Works Committee Meeting - 23 SEP 2021
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends authorization to engage in Professional Services representation with Lloyd Gosselink to pursue an amendment of the state operating permit for the Stephenville Landfill.

BACKGROUND:

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

At the time the decision was made to close the Pre-Subtitle D Type I area and limit the Type IV waste to only the undeveloped area, the city gave up almost 2 million cubic yards of airspace that could have been used for C&D waste.

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

FISCAL IMPACT SUMMARY:

The engagement letter, copy attached, confirms Lloyd Gosselink will provide legal representation to the City of Stephenville with respect to assisting the city in pursuing a TCEQ permit to expand the landfill.

The proposed professional services representation will, in staff's opinion, provide the most effective effort to obtain a landfill permit amendment and regain the most airspace for the landfill. The agreement cost is limited to \$50,000 without further written approval from the city. The agreement has been reviewed by the city attorney.

The FY20-21 budget adopted September 7, 2021 specifically includes funds for these professional services.

ALTERNATIVES:

The following alternatives are offered for consideration:

1. Do not recommend approval of the engagement letter as presented;
2. Recommend an alternative approach to regain previously permitted airspace.

ADVANTAGES:

Approval of the proposed engagement letter provides the best opportunity to regain the previously permitted airspace.

DISADVANTAGES:

No disadvantages are identified at this time regarding approval of the engagement letter.

ATTACHMENTS:

Attached is a copy of the engagement letter and an overview of the landfill site. The drawings show the permitted final cover plan prior to and after Subtitle D.

[Landfill Permit Amendment – Professional Services – Lloyd Gosselink](#)
[Landfill Cover Plans pre and post Subtitle D](#)

August 27, 2021

Mr. Nick Williams
Director of Public Works
City of Stephenville
298 W. Washington Street
Stephenville, Texas 76401

VIA ELECTRONIC TRANSMISSION

Re: Supplement to Engagement Letter – City of Stephenville;
Billing File Number: 919-3

Dear Mr. Williams:

We appreciate the confidence you have shown in us by recently requesting additional legal services from our firm. For various reasons it is necessary for our firm to specifically enumerate those matters on which we are working. The purpose of this letter is to set forth our understanding of the legal services to be performed by us and is a Supplement to the original Engagement Letter. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent the City of Stephenville with respect to assisting the City in pursuing a TCEQ permit to expand the City's existing landfill, to include a construction and demolition only waste area (the "Matter"). Furthermore, this letter is our notice to you regarding our acceptance of this representation (the "Representation").

Terms of Engagement

Our original Engagement Letter and the *Additional Terms of Engagement* attached thereto, dated October 1, 2018, set out the terms of our engagement in the Representation. This letter is expressly incorporated into that document. It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in the original Engagement Letter and all Supplements thereof.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with

Mr. Nick Williams
August 27, 2021
Page 2

clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although we will make every effort to manage fees and costs by working efficiently and cost-effectively. At the request of the City, we have agreed to a maximum total legal bill on this matter of \$50 thousand (\$50,000.00) by Lloyd Gosselink without further written approval from the City. Should the matter require additional legal work beyond that amount, Lloyd Gosselink will be under no obligation to continue its representation without the City and Lloyd Gosselink's mutual agreement.

My time is billed at the rate of \$375 per hour, and Jeffrey Reed's time is billed at the rate of \$350 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting this Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in order that we comply with the requirements of Chapter 176 of the Texas Local Government Code, we have performed an internal conflicts of interest inquiry. Based on the information obtained from this inquiry, we will file a completed conflict of interest questionnaire with the individual deemed as the records administrator for your entity. Based on the information available to us, we are not aware of any potential disqualification. We reviewed the issue of potential conflicts in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we

Mr. Nick Williams
August 27, 2021
Page 3

undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

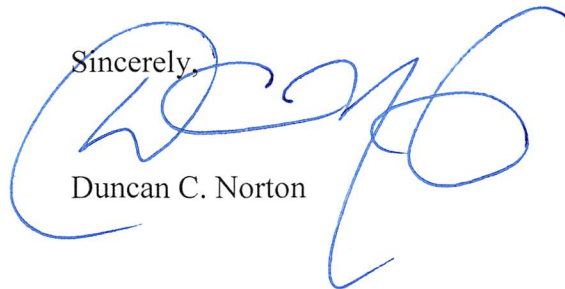
Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter is appended to, and made a part of, our original Engagement Letter and the *Additional Terms of Engagement* attached thereto, and together with all other Supplements constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written Supplement. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C. If you agree to these terms of engagement, please sign in the space provided below and return a scanned copy of the executed Supplement to Engagement Letter.

Sincerely,



Duncan C. Norton

DCN/ldp
8279924.2

NAME

Title



816 Congress Avenue, Suite 1900
 Austin, Texas 78701
 Telephone: (512) 322-5800
 Facsimile: (512) 472-0532
 www.lglawfirm.com

Ms. Lynn's Email: blynn@lglawfirm.com

October 1, 2018

Sheryl Truss, HR Manager
 City of Stephenville
 298 Washington Street
 Stephenville, Texas 76401

Via email: struss@stephenvilletx.gov

Re: Engagement Letter
 General Employment Law
 Billing File Number: 919-02

Dear Ms. Truss:

As you know, I have recently joined the Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") law firm in an "of counsel" capacity. I greatly appreciate your continued confidence and the opportunity to maintain our working relationship throughout these changes.

This engagement letter is part of the firm's routine in opening new files, as well as to comply with the provisions of Texas Local Government Code Chapter 176 applicable to our business relationship to governmental clients. The terms of this letter apply to any work performed for you after October 1, 2018, and for such time period, this letter replaces any previous engagement letters you may have received from "Lynn Law" or "Lynn Ross & Gannaway, LLP."

The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink will represent the City of Stephenville with respect to general employment law matters ("the Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may contact me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in my judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences regarding the Matter, factual investigation, legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting correspondence and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Please be assured that we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My current rate is \$275.00 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. In order to keep fees down, we utilize briefing clerks, paralegals, and other support personnel to perform those tasks not requiring the time of an attorney. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement on the invoice, except that we may request you pay directly to the provider unusually large outside costs, such as experts and consultants.

Invoices

We will send you a confidential statement on a monthly basis, usually by the 20th of the following month. The bills will provide, in full detail, a description of all work that has been performed, the charge for each day's work, all incurred expenses, and an account balance. We will also send a remittance page summarizing only fees and costs, so that you can keep the details of services rendered confidential from your accounts payable personnel. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in compliance with Chapter 176 of the Local Government Code (2007), we have performed an internal conflicts of interest inquiry. Based on the information available to us, and in accordance with the rules of professional responsibility adopted in Texas, we are not aware of any potential disqualification.

Document Retention

We may choose to keep records pertaining to the Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on the Matter, your file, in the form in which it was maintained, will be made available for transfer to you. As a general rule, we keep client files for five years. If your file has not previously been

Page 3

returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If you have any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you printing out, signing and returning this document by email, regular mail or facsimile.

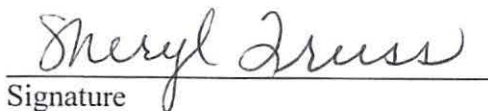
Again, we are honored by the opportunity to work with you.


Sincerely,

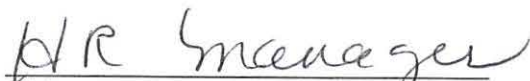


Bettye Lynn

BL:stl
Enclosure


Signature


Printed Name


Title

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Order of the Supreme Court of Texas and the Court of Criminal Appeals

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics, instead of being part of the solution, have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct.

These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reenforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed – A Mandate for Professionalism**" described above.

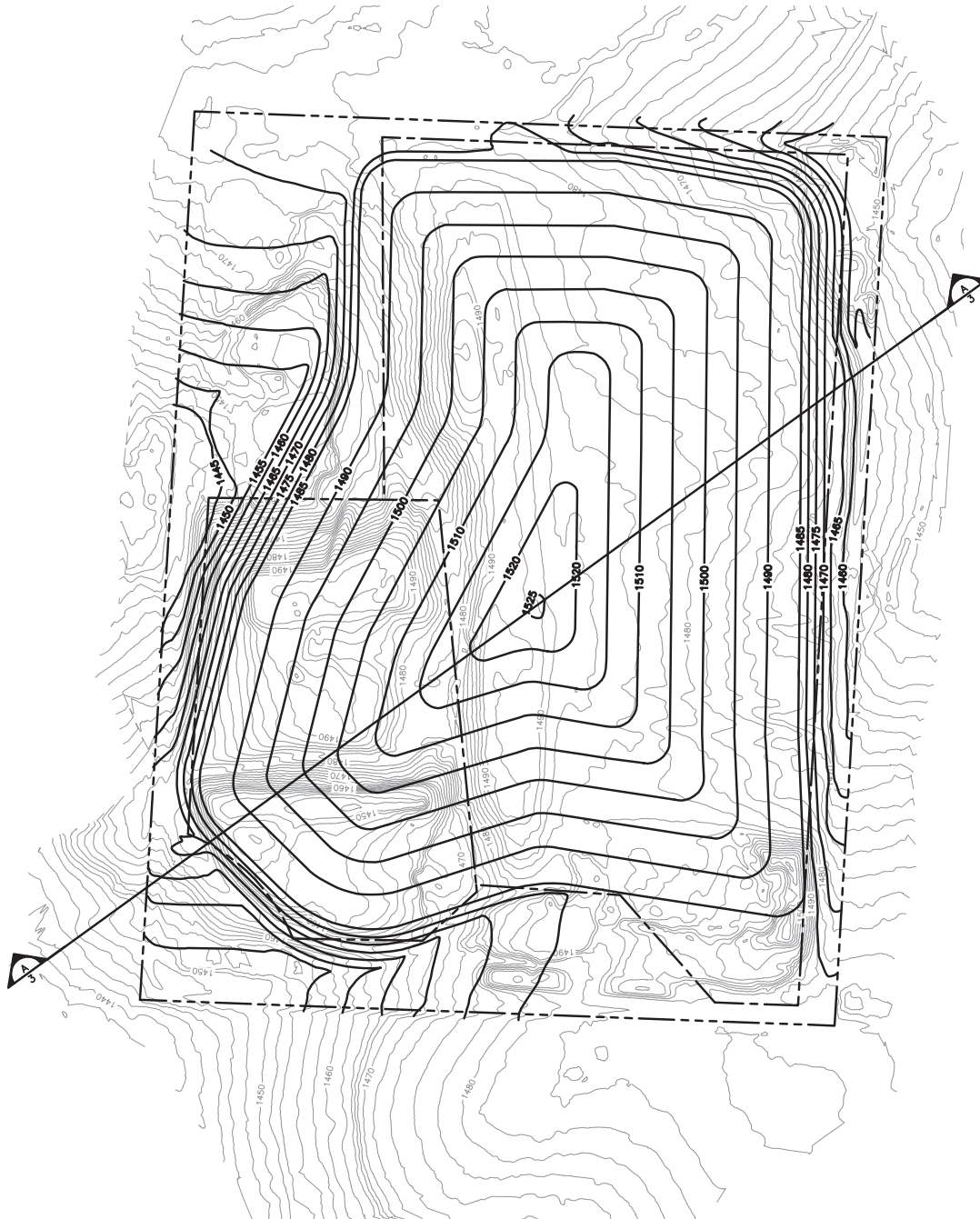
In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas R. Phillips, Chief Justice
 Franklin S. Spears, Justice
 C. L. Ray, Justice
 Raul A. Gonzalez, Justice
 Oscar H. Mauzy, Justice
 Eugene A. Cook, Justice
 Jack Hightower, Justice
 Nathan L. Hecht, Justice
 Lloyd A. Doggett, Justice

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
 W. C. Davis, Judge
 Sam Houston Clinton, Judge
 Marvin O. Teague, Judge
 Chuck Miller, Judge
 Charles F. (Chuck) Campbell, Judge
 Bill White, Judge
 M. P. Duncan, III, Judge
 David A. Berchermann, Jr., Judge



NOTES:

- EXISTING CONTOURS COMPILED BY BIGGS AND MATHUEWS ENVIRONMENTAL CONSULTING ENGINEERS FROM DRONE SURVEY FLOWN FEBRUARY 17, 2020.
- PRE-SUBTITLE D CONTOURS TAKEN FROM SITE COMPLETION PLAN, MUNICIPAL TYPE I LANDFILL PERMIT #19-000000, PREPARED BY T&M CONSULTANTS INC., DECEMBER 1990.

PRE-SUBTITLE D
FINAL COVER PLAN
CITY OF STEPHENVILLE
CITY OF STEPHENVILLE LANDFILL

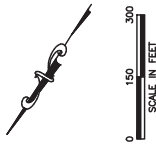


BIGGS & MATHUEWS
ENVIRONMENTAL
CONSULTING ENGINEERS
MANFIELD • WICHITA FALLS
817-565-1144

FOR INFORMATION PURPOSES ONLY

REVISIONS				TEPE FIRM NO. F-256				TEPE FIRM NO. 50222			
REV	DATE	DESCRIPTION	DWN BY	DES BY	CHK BY	APP BY	DSN	FAW	DWN	SRC	DATE
											09/2021
											SCALE : GRAPHIC
											DWG : FINAL COVER EXHIBIT.dwg
											CHK : FAW
											DRAWING
											1

Item 6.



LEGEND

- PROPERTY BOUNDARY
 --- PRE-SUBTITLE D PERMIT BOUNDARY
 --- TYPE IV PERMIT BOUNDARY
 --- TYPE IV PERMITTED CONTOUR
 --- 1490 --- EXISTING CONTOUR

NOTES:

1. EXISTING CONTOURS COMPILED BY BIGGS AND MATHEWS ENVIRONMENTAL FROM DRONE SURVEY FLOWN FEBRUARY 17, 2020.
2. TYPE IV PERMITTED CONTOURS TAKEN FROM ATTACHMENT 7 OF MUNICIPAL SOLID WASTE PERMIT NO. 664 TYPE I TO TYPE IV PERMIT MODIFICATION PREPARED BY TEAM CONSULTANTS, INC., JANUARY 1995.

TYPE IV FINAL COVER PLAN

CITY OF STEPHENVILLE
CITY OF STEPHENVILLE LANDFILL



BIGGS & MATHEWS
ENVIRONMENTAL
CONSULTING ENGINEERS
MANSFIELD ♦ WICHITA FALLS
817-563-1144

FOR INFORMATION PURPOSES ONLY

[illegible]

Item 6.



STAFF REPORT

SUBJECT: Mental Health Policy Chapter 4.13

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr. \ Chuck Elliott

RECOMMENDATION:

Consider approval of the new City of Stephenville Mental Health Leave Policy, Chapter 4.13.

BACKGROUND:

Effective September 1, 2021, law enforcement agencies are required to develop and adopt a policy allowing the use of mental health leave by the peace officers employed by the agency who experience a traumatic event in the scope of that employment. This Mental Health Policy is required under SB 1359, codified at Chapter 614, Subchapter A-1, Government Code. The Mental Health Leave Policy must provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave and entitle a peace officer to mental health leave without a deduction in salary or other compensation. In addition the policy must enumerate the number of mental health leave days available to a peace officer; and detail the level of anonymity for a peace officer who takes mental health leave. Lastly, as soon as practicable after the effective date of this Act, each law enforcement agency shall develop the mental health leave policy required by Section 614.015, Government Code, as added by this Act. Furthermore, the city has chosen to include emergency medical technicians, firefighters, public safety employees, and telecommunications officers.

Chapter 4: LEAVES OF ABSENCE

4.13 Mental Health Leave

PURPOSE

Pursuant to Texas Government Code Section 614.015, the City of Stephenville hereby adopts this mental health leave policy for peace officers. (*Ref. Tex. Gov't Code 614.015, Subchapter A-1*). Furthermore, the city has chosen to include emergency medical technicians, firefighters, public safety employees and telecommunications officers.

DEFINITIONS

Emergency medical technician (EMT) means an individual who is employed by the city and certified as an emergency medical technician under Chapter 773, Health and Safety Code.

Firefighter means a paid employee of the city's fire department who:

- a. Holds a position that requires substantial knowledge of firefighting;
- b. Has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and
- c. Performs at least one of the following functions:
 - i. fire suppression;
 - ii. fire prevention;
 - iii. fire training;
 - iv. fire safety education;
 - v. fire maintenance;
 - vi. fire communications;
 - vii. fire medical emergency technology;
 - viii. fire photography;
 - ix. fire administration; or
 - x. fire arson investigation.

Mental health leave means administrative leave with pay granted in response to a traumatic event that occurred in the scope of the public safety employee's employment.

Mental Health Professional means a licensed social or mental health worker, counselor, psychotherapist, psychologist or psychiatrist.

Peace officer means police officers licensed by the Texas Commission on Law Enforcement and employed by the city. (*Ref. Texas Local Gov't Code 180.008(a); 143.003(4)(A); Tex. Health & Safety Code 121.021; Tex. Code Crim. Pro. Art. 2.12.*)

Public Safety Employee means any employee of the Police or Fire Department, sworn or non-sworn, who responds to, is involved in, investigates, documents, or assists in the department's response to a traumatic event.



Telecommunications officer (TCO) means any employee who holds a license under Chapter 217, Texas Administrative Code.

Traumatic event is an event which occurs in the scope of employment when the emergency medical technician, firefighter, peace officer, public safety employee or telecommunications officer is involved in the response to, or investigation of, an event that causes them to experience unusually strong emotional reactions or feelings which have the potential to interfere with their ability to function during or after the incident. Personal traumatic events outside of the scope of employment are not covered by this policy.

Traumatic events may include, but are not limited to, the following:

1. Major disasters which may include response to weather related events involving multiple casualties; or explosions with multiple casualties; or search and recovery missions involving multiple casualties;
2. Incidents involving multiple casualties which may include shootings or traffic accidents;
3. Line of duty death or suicide of a department member;
4. Death of a child resulting from violence or neglect;
5. Peace Officer(s) involved shooting of a person.
6. Upon the advice of a specialist, a Department Director may authorize mental health leave for any public safety employee for any type of call for service.

POLICY

An emergency medical technician, firefighter, peace officer, public safety employee, or telecommunications officer directly involved in a traumatic event is entitled to administrative mental health leave without a deduction in salary or other compensation.

Requesting mental health leave

An emergency medical technician, firefighter, peace officer, public safety employee, or telecommunications officer directly involved in the response to, or investigation of, a traumatic event may request the use of mental health leave. The request shall be made in writing through the chain of command. The request shall be treated as a priority matter and a decision on the granting of the leave shall be made no later than twenty-four (24) hours following the submission of the request. The request shall be granted unless the chain of command can articulate specific, compelling reasons to deny granting the leave.

A supervisor or coworker who becomes aware of behavioral changes in an employee directly involved in a traumatic event should suggest that he or she seek mental health leave and the assistance of a mental health professional.

Confidentiality of request

Any request for mental health leave shall be treated as strictly confidential by all parties involved and shall not be discussed or disclosed outside the employee's immediate chain of command, and only as necessary to facilitate the use of the leave. Any supervisor or coworker who becomes aware of behavioral changes and suggests the affected employee seek mental health leave shall not discuss that matter with any third party. Any breach of this confidentiality shall be grounds for discipline, up to and including termination.

Confidentiality may be waived by the employee seeking mental health leave. Confidentiality may be



waived under circumstances which indicate the employee is a danger to himself or herself or others and department personnel must confer with mental health professionals.

To ensure an employee's confidentiality, mental health leave as described in this policy shall be documented as administrative leave on personnel or payroll records; this time shall not be documented as mental health leave. Mental health leave is considered personal health information unless stated otherwise in a department policy, employee handbook, or state or federal law.

Duration of mental health leave

An employee directly involved in a traumatic event may request up to three working days of mental health leave.

Extensions of mental health leave may be available under certain circumstances. Any request for an extension shall be accompanied by documentation from a mental health professional who is counseling the affected employee and such a request may extend the leave by an additional three working days. Each affected employee may request no more than two initial extensions, each supported by sufficient documentation by the mental health professional. The Department Director shall grant the extension(s) upon the receipt of sufficient documentation to explain the need for the extension. Should the employee need additional mental health leave, the Department Director may approve additional extensions only after consultation with the mental health professional.

Mental health services available to the affected employee

The Police and Fire Departments will maintain for distribution a list of current, available mental health resources.

ORDINANCE NO. 2021-O-XX**AN ORDINANCE PROVIDING BUDGET AMENDMENT FOR THE REMAINDER OF THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.**

WHEREAS, it is necessary to amend the 2020-21 fiscal year budget to adjust revenues and expenditures as reflected on the attached pages, and incorporated herein by reference.

The attached budget amendment for the fiscal year beginning October 1, 2020 and ending September 30, 2021, was duly presented to the City Council by the City Manager and a public notice was posted in the Stephenville City Hall.

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

SECTION 1. That the amended appropriations and anticipated revenues for the fiscal year beginning October 1, 2020 and ending September 30, 2021 for the support of the general government of the City of Stephenville, Texas, be amended and fixed for the remainder of the fiscal year ending September 30, 2021, with the revenues and expenditures shown.

SECTION 2. That the amended budget is hereby approved in all respects and adopted as the City's budget for the remainder of the fiscal year ending September 30, 2021.

PASSED and **APPROVED** this the 4th day of October, 2021.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

City of Stephenville
Statement of Projected Cash Flows All Funds
FY 2020-2021

Item 8.

	General Fund	Water Sewer Fund	Landfill Fund	Airport Fund	Storm Water Fund	Hotel Occupancy Tax Fund
Cash Balance 10/01 (audited)	9,751,595	16,850,611	869,917	171,622	889,609	361,502
Revenues						
Taxes	13,809,417					408,148
Licenses & Permits	302,562	9,000			20,000	
Fines & Forfeitures	117,850					
Intergovernmental	2,180,293	-		-	1,771,000	
Service Charges	1,389,450	8,572,265	975,000	109,380	650,438	50,867
Other Revenue	244,780	38,671	3,440	1,761,755	2,060	12,660
Total Revenue	18,044,352	8,619,936	978,440	1,871,135	2,443,498	471,675
Transfers In						
Transfers In	683,841	34,753	-	160,000	-	-
Transfers Out	(1,373,268)	(509,518)	(28,763)	-	(264,439)	-
Expenditures						
Personnel Costs	11,176,925	1,328,118	232,950	2,406	-	81,275
Operating Expenditures	4,153,663	3,204,214	248,286	78,689	75,268	426,801
Capital Expenditures	1,326,437	13,822,871	-	1,946,115	2,191,000	-
Debt Service	347,594	1,803,108	-	-	499,526	-
Total Expenditures	17,004,619	20,158,311	481,236	2,027,210	2,765,794	508,076
Net Revenues over(under) Expenditures	350,306	(12,013,140)	468,441	3,925	(586,735)	(36,401)
Estimated Cash Balance 09/30	10,101,901	4,837,471	1,338,358	175,547	302,874	325,101
Restricted:						
Operational Reserve	3,832,647	1,133,083	120,309	20,274	18,817	127,019
Debt Service	198,550	1,585,869			503,372	
Tourism and Visitor Bureau						198,082
Capital Projects						
Child Safety						
Court Technology						
Court Security						
Public Safety						
Downtown Development Plan						
Airport Improvement	224,754					
Grant Match	150,000					
Recreation Hall Improvements	27,162					
Economic Development Growth Fund						
Economic Development						
Estimated Unrestricted Cash Balance 9/30/2021	5,668,788	2,118,519	1,218,049	155,273	(219,315)	-
Original Estimated Unrestricted Cash Balance 9/30	3,492,221	1,843,643	1,209,079	129,503	(324,984)	-
Add difference in Estimated Cash Balance 10/1 versus Audited Cash Balance 10/1	1,508,300	333,920	27,720	22,630	106,431	64,587
Add Revenue adjustments	1,782,932	241,500	75,000	74,255	(90,900)	20,867
Less Expenditure adjustments	1,046,368	241,500	75,000	71,115	(90,138)	57,853
Less Change in Operational Reserve	177,885	59,044	18,750	-		14,463
Less Change in Restricted for Rec Hall Improvements	(109,588)					
Less Change in Restricted for Tourism and Visitor Bureau						13,138
Less Change in Restricted for Capital Projects						
Less Change in Restricted for Downtown Development Plan						
Less Change in Restricted for Economic Development Growth Fund						
Less Change in Restricted for Economic Development						
Estimated Unrestricted Cash Balance 9/30/2021	5,668,788	2,118,519	1,218,049	155,273	(219,315)	-

City of Stephenville
Statement of Projected Cash Flows All Funds
FY 2020-2021

Item 8.

	Debt Service Fund	Capital Project Fund	TIF Special Revenue Fund	Non--Major Special Revenue Funds	Total
Cash Balance 10/01 (audited)	214,826	13,723,465	-	80,832	42,913,979
Revenues					
Taxes	265,289		13,821		14,496,675
Licenses & Permits					331,562
Fines & Forfeitures				11,400	129,250
Intergovernmental				3,500	3,954,793
Service Charges		15,376			11,762,776
Other Revenue	311	1,200		106	2,064,983
Total Revenue	265,600	16,576	13,821	15,006	32,740,039
Transfers In	343,650	967,565	329,829	-	2,519,638
Transfers Out	-	-	(343,650)	-	(2,519,638)
Expenditures					
Personnel Costs	-	-		-	12,821,674
Operating Expenditures	-	-		13,000	8,199,921
Capital Expenditures	-	14,209,251		-	33,495,674
Debt Service	609,250	-			3,259,478
Total Expenditures	609,250	14,209,251	-	13,000	57,776,747
Net Revenues over(under) Expenditures	-	(13,225,110)	-	2,006	(25,036,708)
Estimated Cash Balance 09/30	214,826	498,355		82,838	17,877,271
Restricted:					
Operational Reserve					5,252,149
Debt Service	214,826				2,502,617
Tourism and Visitor Bureau					198,082
Capital Projects		498,355			498,355
Child Safety				5,112	5,112
Court Technology				8,972	8,972
Court Security				5,800	5,800
Public Safety				42,051	42,051
Downtown Development Plan					0
Airport Improvement					224,754
Grant Match					150,000
Recreation Hall Improvements					27,162
Economic Development Growth Fund					
Economic Development					
Estimated Unrestricted Cash Balance 9/30/2021	-	-	-	20,903	8,962,217
Original Estimated Unrestricted Cash Balance 9/30	-	-	-	-	6,349,462
Add difference in Estimated Cash Balance 10/1 versus Audited Cash Balance 10/1		(52,301)			
Add Revenue adjustments					
Less Expenditure adjustments		285,870			
Less Change in Operational Reserve					
Less Change in Restricted for Rec Hall Improvements					
Less Change in Restricted for Tourism and Visitor Bureau					
Less Change in Restricted for Capital Projects		(338,171)			
Less Change in Restricted for Downtown Development Plan					
Less Change in Restricted for Economic Development Growth Fund					
Less Change in Restricted for Economic Development					
Estimated Unrestricted Cash Balance 9/30/2021	-	-	-	-	6,349,462

City of Stephenville
Statement of Projected Cash Flows All Funds
FY 2020-2021

Item 8.

	Discrete Component Unit
Cash Balance 10/01 (audited)	891,896
Revenues	
Taxes	519,311
Licenses & Permits	
Fines & Forfeitures	
Intergovernmental	
Service Charges	
Other Revenue	2,154
Total Revenue	521,465
Transfers In	
Transfers Out	
Expenditures	
Personnel Costs	222,700
Operating Expenditures	651,611
Capital Expenditures	65,000
Debt Service	
Total Expenditures	939,311
Net Revenues over(under) Expenditures	(417,846)
Estimated Cash Balance 09/30	474,050
Restricted:	
Operational Reserve	218,578
Debt Service	
Tourism and Visitor Bureau	
Capital Projects	
Child Safety	
Court Technology	
Court Security	
Public Safety	
Downtown Development Plan	
Airport Improvement	90,000
Grant Match	
Recreation Hall Improvements	
Economic Development Growth Fund	165,472
Economic Development	
Estimated Unrestricted Cash Balance 9/30/2021	-
Original Estimated Unrestricted Cash Balance 9/30	-
Add difference in Estimated Cash Balance 10/1 versus Audited Cash Balance 10/1	(23,678)
Add Revenue adjustments	
Less Expenditure adjustments	420,000
Less Change in Operational Reserve	(41,078)
Less Change in Restricted for Rec Hall Improvements	
Less Change in Restricted for Tourism and Visitor Bureau	
Less Change in Restricted for Capital Projects	
Less Change in Restricted for Downtown Development Plan	(75,000)
Less Change in Restricted for Economic Development Growth Fund	(234,528)
Less Change in Restricted for Economic Development	(93,072)
Estimated Unrestricted Cash Balance 9/30/2021	-



Budget Adjustment Register

Stephenville, TX

Budget 2020-2021

Packet: GLPKT02418 - 4TH Qtr Budget Adjustments

Adjustment Date - 09/30/2021

Adjustment Number	Account Number	Acct Type	Account Name	Adjustment Description	Current Budget	Adjustment	Proposed Budget
BA0000079	01-43500.20191	Revenue	COVID 19 STATE GRANT	CARES Grant received	-	726,698	726,698
	01-101-52110.00000	Expense	POSTAGE	Postage to send phase 2 of meal vouchers	50	1,425	1,475
	01-101-58003.00000	Expense	ECONOMIC STIMULUS GRANTS	Economic Stimulus Grants - meal voucher	-	71,260	71,260
	01-101-58005.00000	Expense	UTILITY ASSISTANCE GRANTS	Utility Assistance Grants	-	3,489	3,489
	01-102-53321.20190	Expense	OPERATING SUPPLIES - COVID-19	COVID supplies and PPE	-	3,545	3,545
	01-105-53321.20190	Expense	OPERATING SUPPLIES - COVID-19	COVID supplies and PPE	-	3,567	3,567
	01-501-53321.20190	Expense	OPERATING SUPPLIES - COVID-19	COVID supplies and PPE	-	457	457
	01-504-53321.20190	Expense	OPERATING SUPPLIES - COVID-19	COVID supplies and PPE	-	341	341
	01-601-53321.20190	Expense	OPERATING SUPPLIES - COVID-19	COVID supplies and PPE	-	11,599	11,599
BA0000081	01-101-52140.00000	Expense	ADVERTISING & PUBLIC NOTICES	Bond Election Advertising	2,000	14,000	16,000
BA0000082	01-101-52531.00000	Expense	OUTSIDE PROFESSIONALS	Study for potential convention center/hotel	39,000	35,650	74,650
BA0000083	01-101-52531.00000	Expense	OUTSIDE PROFESSIONALS	Professional Services for TIRZ 1C expansion	39,000	37,500	76,500
BA0000084	01-103-54160.00000	Expense	COMPUTER MAINTENANCE	Carryover HR Automation Project not spent FY 20-21	22,125	2,600	24,725
	01-103-55160.00000	Expense	COMPUTER EQUIPMENT	Carryover HR Automation Project not spent FY 20-21	-	49,211	49,211
BA0000089	01-107-52531.00000	Expense	OUTSIDE PROFESSIONALS	Wellspring Ins Contract for Benefits Consulting	15,000	12,500	27,500
	01-701-51250.00000	Expense	GROUP INSURANCE	Wellspring Ins Contract for Benefits Consulting	447,109	(12,500)	434,609
BA0000087	01-44030.00000	Revenue	EMERGENCY AMBULANCE	Additional Ambulance receipts/collection fee	613,000	233,313	846,313
	01-201-52542.00000	Expense	SPECIAL SERVICES	Additional Ambulance receipts/collection fee	79,690	30,331	110,021
BA0000090	01-203-52531.00000	Expense	OUTSIDE PROFESSIONALS	Professional Services for Microsoft 365 Migration	-	22,050	22,050
BA0000106	01-203-55160.00000	Expense	COMPUTER EQUIPMENT	IT intrusion detection/prevention system	-	19,455	19,455
BA0000074	01-43500.20190	Revenue	GREEN RIBBON GRANT	Adjust carryover of Green Ribbon Grant Project	400,000	(400,000)	-
	01-501-55330.20190		MEDIAN IMPROVEMENTS	Adjust carryover of Green Ribbon Grant Project	410,775	(407,025)	3,750
BA0000091	01-45602.00000	Revenue	LOAN PROCEEDS	Record Purchase of Equipment & Loan Proceeds	-	90,503	90,503
	01-501-55120.00000	Revenue	MACHINERY & EQUIPMENT	Record Purchase of Equipment & Loan Proceeds	-	90,503	90,503
BA0000092	01-501-55265.00000	Expense	REC HALL IMPROVEMENTS	Replace Rec Hall Windows Council Approved 01/05/21	-	109,588	109,588
BA0000107	01-501-55250.00000	Expense	STREETS/SIDEWALKS	Increase city share sidewalk improvements grant	343,957	8,562	352,519
BA0000094	01-43500.20210	Revenue	COVID VACCINATION CENTER GRANT	Vaccination Center Grant	-	712,000	712,000
	01-601-51130.00000	Expense	PART TIME WAGES	Vaccination Center Grant	1,654	28,816	30,470
	01-601-53321.20210	Expense	OPERATING SUPPLIES - COVID VACCINATION CENTER	Vaccination Center Grant	-	111,233	111,233
BA0000093	01-601-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Budgeted Salary Vacancy Savings	(174,279)	174,279	-
	01-701-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Budgeted Salary Vacancy Savings	(222,277)	(174,279)	(396,556)
BA0000095	01-601-55110.00000	Expense	VEHICLES	Carryover Fire Truck and Equipment from FY 19-20	-	43,816	43,816
BA0000096	01-601-52610.00000	Expense	OTHER CONTRACTUAL SERVICES	Correct Lease Interest Budgeted	6,817	(298)	6,519
	01-601-57550.00000	Expense	LEASE INTEREST	Correct Lease Interest Budgeted	33,703	298	34,001
BA0000075	01-43500.20200	Revenue	NIBRS GRANT	Carryover NIBRS grant unspent	-	203,255	203,255
	01-701-55140.20190	Expense	OTHER EQUIPMENT-NIBRS GRANT	Carryover NIBRS grant unspent	-	203,255	203,255
BA0000080	01-43500.20191	Revenue	COVID 19 STATE GRANT	Coronavirus Emergency Supplemental Funding rcvd	-	111,164	111,164
	01-701-55140.20191	Expense	OTHER EQUIPMENT-COVID 19 GRANT	Coronavirus Emergency Supplemental Funding rcvd	-	111,164	111,164
BA0000097	01-701-52550.20190	Expense	DAMAGE CLAIMS	Carryover Public Safety Building Repairs	-	333,977	333,977
BA0000108	01-45601.00000	Revenue	CAPITAL LEASE PROCEEDS	Record Capital Lease Purchase of Police vehicles	-	105,999	105,999
	01-701-55110.00000	Expense	VEHICLE	Record Capital Lease Purchase of Police vehicles	99,000	77,877	176,877
	01-701-57600.00000	Expense	LEASE PRINCIPAL	Record Capital Lease Purchase of Police vehicles	81,073	28,122	109,195

GENERAL FUND NET REVENUES OVER/(UNDER) EXPENDITURES

736,564



Budget Adjustment Register

Stephenville, TX

Budget 2020-2021

Packet: GLPKT02418 - 4TH Qtr Budget Adjustments

Adjustment Date - 09/30/2021

Adjustment Number	Account Number	Acct Type	Account Name	Adjustment Description	Current Budget	Adjustment	Proposed Budget
BA0000069	02-44520.00000	Revenue	WASTEWATER CHARGES	Utility Rate Study-Council approved 10/27/2020	3,296,950	56,000	3,352,950
	02-000-52531.00000	Expense	OUTSIDE PROFESSIONALS	Utility Rate Study-Council approved 10/27/2020	10,000	56,000	66,000
BA0000098	02-44520.00000	Revenue	WASTEWATER CHARGES	Water Facility Maintenance increase to actual	3,296,950	100,000	3,396,950
	02-001-54235.00000	Expense	WATER FACILITY MAINTENANCE	Water Facility Maintenance increase to actual	100,000	100,000	200,000
BA0000099	02-44520.00000	Revenue	WASTEWATER CHARGES	Storm Uri Damages	3,296,950	21,500	3,318,450
	02-001-52550.20210	Expense	DAMAGE CLAIMS 2021 STORM URI	Storm Uri Damages	-	21,500	21,500
BA0000100	02-002-54235.00000	Expense	WATER FACILITY MAINTENANCE	Reallocate maintenance for anticipated actual	170,000	(12,000)	158,000
	02-003-54236.00000	Expense	METER MAINTENANCE	Reallocate maintenance for anticipated actual	45,000	12,000	57,000
BA0000101	02-011-55110.00000	Expense	VEHICLES	Increase vehicle purchase Council approved 12/1/2020	25,000	5,323	30,323
	02-012-54241.00000	Expense	SEWER FACILITY MAINTENANCE	Increase vehicle purchase Council approved 12/1/2020	75,000	(5,323)	69,677
BA0000102	02-44520.00000	Revenue	WASTEWATER CHARGES	Increase credit card fees to anticipated actuals	3,296,950	64,000	3,360,950
	02-020-53342.00000	Expense	WEB CREDIT CARD FEES	Increase credit card fees to anticipated actuals	41,379	64,000	105,379
UTILITY FUND NET REVENUES OVER/(UNDER) EXPENDITURES						-	
BA0000103	03-44710.00000	Revenue	LANDFILL GATE FEES	Adjust maintenance to anticipated actuals	900,000	75,000	975,000
	03-030-54110.00000	Expense	VEHICLE MAINTENANCE	Adjust maintenance to anticipated actuals	1,000	15,000	16,000
	03-030-54120.00000	Expense	MACHINERY MAINTENANCE	Adjust maintenance to anticipated actuals	50,000	60,000	110,000
LANDFILL FUND NET REVENUES OVER/(UNDER) EXPENDITURES						-	
BA0000071	04-45920.20120	Revenue	CAPITAL CONTRIBUTIONS	Carryover TXDOT Aviation Grant 1202STVLE	-	31,515	(31,515)
	04-040-55230.20120	Expense	AIRPORT IMPROVEMENTS	Carryover TXDOT Aviation Grant 1202STVLE	-	35,017	35,017
BA0000072	04-45920.20170	Revenue	CAPITAL CONTRIBUTIONS	Carryover TXDOT Aviation Grant 1702STVLE	-	3,795	(3,795)
	04-040-55230.20170	Expense	AIRPORT IMPROVEMENTS	Carryover TXDOT Aviation Grant 1702STVLE	-	4,217	4,217
BA0000073	04-45920.20171	Revenue	CAPITAL CONTRIBUTIONS	Carryover TXDOT Aviation Grant 1702STEVE	-	38,945	(38,945)
	04-040-55230.20171	Expense	AIRPORT IMPROVEMENTS	Carryover TXDOT Aviation Grant 1702STEVE	-	31,881	31,881
AIRPORT FUND NET REVENUES OVER/(UNDER) EXPENDITURES						3,140	
BA0000077	05-43500.00000	Revenue	GRANTS	Adjust CDBG GLO Grant Carryover	1,861,900	(90,900)	1,771,000
	05-050-55231.20180	Expense	CDBG GLO GRANT	Adjust CDBG GLO Grant Carryover	1,881,138	(90,138)	1,791,000
STORM WATER DRAINAGE FUND NET REVENUES OVER/(UNDER) EXPENDITURES						(762)	
BA0000076	07-45410.00000	Revenue	MISCELLANEOUS	Museum utilities and insurance receivables due	-	12,000	12,000
	07-070-58307.00000	Expense	H/M TAX-MUSEUM	Museum utilities and insurance paid	-	12,000	12,000
BA0000104	07-070-58300.00000	Expense	UNDESIGNATED GRANT FUNDS	All American Barrel Race Council Approved 10/06/20	10,000	20,000	40,000
BA0000105	07-44171.00000	Revenue	MOOLA FEST	Adjust Moo-la fest to actuals	42,000	8,867	50,867
	07-070-58343.00000	Expense	MOOLA FEST	Adjust Moo-la fest to actuals	83,000	25,853	108,853
HOTEL OCCUPANCY TAX FUND NET REVENUES OVER/(UNDER) EXPENDITURES						(36,986)	
BA0000085	10-402-55250.00000	Expense	STREETS	Adjust Street Program Carryover	1,973,192	(355,687)	1,617,505
BA0000086	10-402-55250.20200	Expense	STREETS - 2020 BONDS	Adjust 2020 Bonds Street Carryover	7,858,443	641,557	8,500,000
CAPITAL IMPROVEMENTS FUND NET REVENUES (OVER)/UNDER EXPENDITURES						(285,870)	



Budget Adjustment Register

Stephenville, TX

Budget 2020-2021

Packet: GLPKT02418 - 4TH Qtr Budget Adjustments

Adjustment Date - 09/30/2021

Adjustment Number	Account Number	Acct Type	Account Name	Adjustment Description	Current Budget	Adjustment	Proposed Budget
ACCOUNT SUMMARY							
	01-43500.20190	Revenue	GREEN RIBBON GRANT		400,000	(400,000)	-
	01-43500.20191	Revenue	COVID 19 STATE GRANT		-	837,862	837,862
	01-43500.20200	Revenue	NIBRS GRANT		-	203,255	203,255
	01-43500.20210	Revenue	COVID VACCINATION CENTER GRANT		-	712,000	712,000
	01-44030.00000	Revenue	EMERGENCY AMBULANCE		613,000	233,313	846,313
	01-45601.00000	Revenue	CAPITAL LEASE PROCEEDS		-	105,999	105,999
	01-45602.00000	Revenue	LOAN PROCEEDS		-	90,503	90,503
	01-101-52110.00000	Expense	POSTAGE		50	1,425	1,475
	01-101-52140.00000	Expense	ADVERTISING & PUBLIC NOTICES		2,000	14,000	16,000
	01-101-52531.00000	Expense	OUTSIDE PROFESSIONALS		39,000	73,150	112,150
	01-101-58003.00000	Expense	ECONOMIC STIMULUS GRANTS		-	71,260	71,260
	01-101-58005.00000	Expense	UTILITY ASSISTANCE GRANTS		-	3,489	3,489
	01-102-53321.20190	Expense	OPERATING SUPPLIES - COVID-19		-	3,545	3,545
	01-103-54160.00000	Expense	COMPUTER MAINTENANCE		22,125	2,600	24,725
	01-103-55160.00000	Expense	COMPUTER EQUIPMENT		-	49,211	49,211
	01-105-53321.20190	Expense	OPERATING SUPPLIES - COVID-19		-	3,567	3,567
	01-107-52531.00000	Expense	OUTSIDE PROFESSIONALS		15,000	12,500	27,500
	01-201-52542.00000	Expense	SPECIAL SERVICES		79,690	30,331	110,021
	01-203-52531.00000	Expense	OUTSIDE PROFESSIONALS		-	22,050	22,050
	01-203-55160.00000	Expense	COMPUTER EQUIPMENT		-	19,455	19,455
	01-501-53321.20190	Expense	OPERATING SUPPLIES - COVID-19		-	457	457
	01-501-55120.00000	Expense	MACHINERY & EQUIPMENT		-	90,503	90,503
	01-501-55250.00000	Expense	STREETS/SIDEWALKS		343,957	8,562	352,519
	01-501-55265.00000	Expense	REC HALL IMPROVEMENTS		-	109,588	109,588
	01-501-55330.20190	Expense	MEDIAN IMPROVEMENTS		410,775	(407,025)	3,750
	01-504-53321.20190	Expense	OPERATING SUPPLIES - COVID-19		-	341	341
	01-601-51111.00000	Expense	SALARY VACANCY SAVINGS		(174,279)	174,279	-
	01-601-51130.00000	Expense	PART TIME WAGES		1,654	28,816	30,470
	01-601-52610.00000	Expense	OTHER CONTRACTUAL SERVICES		6,817	(298)	6,519
	01-601-53321.20190	Expense	OPERATING SUPPLIES - COVID-19		-	11,599	11,599
	01-601-53321.20210	Expense	OPERATING SUPPLIES - COVID VACCINATION CENTER		-	111,233	111,233
	01-601-55110.00000	Expense	VEHICLES		-	43,816	43,816
	01-601-57550.00000	Expense	LEASE INTEREST		33,703	298	34,001
	01-701-51111.00000	Expense	SALARY VACANCY SAVINGS		(222,277)	(174,279)	(396,556)
	01-701-51250.00000	Expense	GROUP INSURANCE		447,109	(12,500)	434,609
	01-701-52550.20190	Expense	DAMAGE CLAIMS		-	333,977	333,977
	01-701-55110.00000	Expense	VEHICLE		99,000	77,877	176,877
	01-701-55140.20190	Expense	OTHER EQUIPMENT-NIBRS GRANT		-	203,255	203,255
	01-701-55140.20191	Expense	OTHER EQUIPMENT-COVID 19 GRANT		-	111,164	111,164
	01-701-57600.00000	Expense	LEASE PRINCIPAL		81,073	28,122	109,195
	02-44520.00000	Revenue	WASTEWATER CHARGES		3,296,950	241,500	3,538,450
	02-000-52531.00000	Expense	OUTSIDE PROFESSIONALS		10,000	56,000	66,000
	02-001-52550.20210	Expense	DAMAGE CLAIMS 2021 STORM URI		-	21,500	21,500
	02-001-54235.00000	Expense	WATER FACILITY MAINTENANCE		100,000	100,000	200,000
	02-002-54235.00000	Expense	WATER FACILITY MAINTENANCE		170,000	(12,000)	158,000
	02-003-54236.00000	Expense	METER MAINTENANCE		45,000	12,000	57,000
	02-011-55110.00000	Expense	VEHICLES		25,000	5,323	30,323
	02-012-54241.00000	Expense	SEWER FACILITY MAINTENANCE		75,000	(5,323)	69,677
	02-020-53342.00000	Expense	WEB CREDIT CARD FEES		41,379	64,000	105,379
	03-44710.00000	Revenue	LANDFILL GATE FEES		900,000	75,000	975,000
	03-030-54110.00000	Expense	VEHICLE MAINTENANCE		1,000	15,000	16,000
	03-030-54120.00000	Expense	MACHINERY MAINTENANCE		50,000	60,000	110,000
	04-45920.20120	Revenue	CAPITAL CONTRIBUTIONS		-	31,515	31,515
	04-45920.20170	Revenue	CAPITAL CONTRIBUTIONS		-	3,795	3,795
	04-45920.20171	Revenue	CAPITAL CONTRIBUTIONS		-	38,945	38,945
	04-040-55230.20120	Expense	AIRPORT IMPROVEMENTS		-	35,017	35,017
	04-040-55230.20170	Expense	AIRPORT IMPROVEMENTS		-	4,217	4,217
	04-040-55230.20171	Expense	AIRPORT IMPROVEMENTS		-	31,881	31,881
	05-43500.00000	Revenue	GRANTS		1,861,900	(90,900)	1,771,000
	05-050-55231.20180	Expense	CDBG GLO GRANT		1,881,138	(90,138)	1,791,000
	07-44171.00000	Revenue	MOOLA FEST		42,000	8,867	50,867
	07-45410.00000	Revenue	MISCELLANEOUS		-	12,000	12,000
	07-070-58300.00000	Expense	UNDESIGNATED GRANT FUNDS		10,000	20,000	30,000
	07-070-58307.00000	Expense	H/M TAX-MUSEUM		-	12,000	12,000
	07-070-58343.00000	Expense	MOOLA FEST		83,000	25,853	108,853
	10-402-55250.00000	Expense	STREETS		1,973,192	(355,687)	1,617,505
	10-402-55250.20200	Expense	STREETS - 2020 BONDS		7,858,443	641,557	8,500,000
Account Totals					(6,394,699)	416,086	(5,978,613)



Budget Adjustment Register

Stephenville, TX

Budget 2020-2021

Packet: GLPKT02418 - 4TH Qtr Budget Adjustments

Adjustment Date - 09/30/2021

Adjustment Number	Account Number	Acct Type	Account Name	Adjustment Description	Current Budget	Adjustment	Proposed Budget
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Revenue Summary

CHARGES FOR SERVICES	558,680
INTERGOVERNMENTAL	1,336,472
OTHER REVENUE	208,502
Total Adjustment to Revenues	2,103,654

Department Expenditure Summary

101	CITY COUNCIL	163,324
102	CITY MANAGER	3,545
103	CITY SECRETARY	51,811
105	MUNICIPAL BUILDING	3,567
107	HUMAN RESOURCES	12,500
201	FINANCE	30,331
203	INFORMATION TECHNOLOGY	41,505
501	PARKS & RECREATION	(197,915)
504	LIBRARY	341
601	FIRE	369,743
701	POLICE	567,616
000	UTILITIES ADMIN	56,000
001	WATER PRODUCTION	121,500
002	WATER DISTRIBUTION	(12,000)
003	CUSTOMER SERVICE	12,000
011	WASTEWATER COLLECTIONS	5,323
012	WASTEWATER TREATMENT PLANT	(5,323)
020	UTILITY BILLING & COLLECTION	64,000
030	LANDFILL	75,000
040	AIRPORT	71,115
050	STORM WATER DRAINAGE	(90,138)
070	TOURISM	57,853
402	STREET IMPROVEMENT	285,870
Total Adjustment to Expenditures	1,687,568	

Net Revenue Over/(Under) Expenditures

416,086

Fund Summary

01 GENERAL FUND	736,564
02 UTILITY FUND	-
03 LANDFILL FUND	-
04 AIRPORT FUND	3,140
05 STORM WATER DRAINAGE FUND	(762)
07 HOTEL OCCUPANCY TAX FUND	(36,986)
10 CAPITAL IMPROVEMENTS FUND	(285,870)
Fund Totals	416,086

SEDA Annual Budgets

		BUDGET	BUDGET	BUDGET
ACCT NO#	ACCT NAME	2019-2020	2020-2021	Amendments
<u>1-PERSONNEL</u>				
5790-111	FULL TIME SALARIES	170000.00	170000	178335
5790-113	PART TIME WAGES	0.00	0	
5790-121	RETIREMENT	20400.00	17000	14565
5790-122	SOCIAL SECURITY/medicare	13000.00	13000	13000
5790-123	WORKER'S COMPENSATION	1300.00	1300	1300
5790-125	GROUP INSURANCE	17000.00	16000	15500
5790-126	CAR ALLOWANCE	5400.00	5400	0
** CATEGORY TOTAL **		227100.00	222700	222700
<u>2-CONTRACTUAL</u>				
5790-211	POSTAGE	500.00	500	
5790-212	COMMUNICATIONS	4500.00	4500	
5790-213	MILEAGE REIMBURSEMENT	2500.00	2000	
5790-214	ADVERTISEMENT	1000.00	500	
5790-215	EDUCATION & SCHOOLING	11500.00	11500	
5790-223	MARKETING	80000.00	80000	
5790-224	OTHER INSURANCE	1450.00	1450	
5790-225	MEETINGS	3000.00	3000	
5790-231	RENTAL	4800.00	4800	
5790-251	UTILITIES	0.00	0	
5790-252	DUES & SUBSCRIPTIONS	7000.00	5000	
5790-253	OUTSIDE PROFESSIONALS	10000.00	10000	85000
5790-254	SPECIAL SERVICES	5000.00	5000	
5790-262	JANITORIAL SERVICE	0.00	0	
** CATEGORY TOTAL **		131250.00	128250	
<u>3-GENERAL SERVICES</u>				
5790-312	OFFICE SUPPLIES	1500.00	1000	
5790-317	PHOTO AND DUPLICATION	1000.00	1000	
5790-332	OPERATING SUPPLIES	1200.00	1000	
5790-333	COMPUTER SUPPLIES	3000.00	3000	
** CATEGORY TOTAL **		6700.00	6000	
<u>4-MACHINE & EQUIPMENT MAINTENANCE</u>				
5790-413	OFFICE EQUIPMENT	3000.00	3000	
** CATEGORY TOTAL **		3000.00	3000	

SEDA Annual Budgets

		BUDGET	BUDGET	BUDGET
ACCT NO#	ACCT NAME	2019-2020	2020-2021	Amendments
<u>5-CAPITAL OUTLAY</u>				
5790-511	MOTOR VEHICLE			65000
** CATEGORY TOTAL **				65000
<u>7-ED PROJECTS</u>				
5790-700	ECONOMIC DEVELOPMENT PROGRAMS	150000.00	122000	422000
	COMMUNITY DEVELOPMENT PROJECT	22867.00	10000	
** CATEGORY TOTAL **		172867.00	132000	
<u>8-NOT USED</u>				
5790-801	ADMINISTRATIVE SERVICES	28350.00	24861	4861
	TSU INTERN	2500.00	2500	
** CATEGORY TOTAL **		30850.00	27361	
*** FUND TOTAL EXPENDITURES ***		571767.00	519311	
SEDA FUND RESERVE (year end 2019)		850000.00	900000*	460000*
	Christy Plaza Backstop	250000.00	0	0
	TIRZ Establishment	0.00	0	0
	SRH Quiet Zone	175000.00	0	0
	East Side Sewer	75000.00	0	0
	Downtown Development Plan	-	75000	0
	Economic Development Growth Fund	-	400,000	229828
	Operating - 3 Months (6 mo in 2020)	142942.00	259655	129828
	Airport Renovation	80000.00	90000	90000
	Available	127058.00	75345	10345

**Estimated Reserve Total*

Notes:

Already \$111k up thru first 6 months. This is not reflected.