



## COUNCIL COMMITTEE MEETING

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City Hall Council Chambers, 298 W Washington  
Tuesday, June 20, 2023 at 5:30 PM

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### AGENDA

#### CALL TO ORDER

#### NOMINATIONS COMMITTEE

Maddie Smith, chair; Lonni Reisman, Bob Newby, Brandon Greenhaw

1. [Nominations](#) to Citizen Boards and Commissions

#### PUBLIC HEALTH AND SAFETY COMMITTEE

Bob Newby, chair; LeAnn Durfey, Lonni Reisman, Maddie Smith

2. [Parking](#) Restrictions on West Long Street
3. [Automatic](#) Aid Agreement with Erath County Volunteer Fire Rescue Department
4. [Donation](#) of Fire Department Equipment

#### PUBLIC WORKS COMMITTEE

Mark McClinton, chair; LeAnn Durfey, Justin Haschke, David Baskett

5. Policy on Water and Sewer Services Outside City Limits

#### ADJOURN

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

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

**JUNE 2023 NOMINATIONS**

**AIRPORT ADVISORY BOARD**

<u>PL #</u>	<u>First</u>	<u>Last</u>
1	Tracy	Gifford
2		
3	Shannon	Truesdell
4	Austin	Brown
5	Colby	Sims
6	Hardy	Hampton
7	Chris	Williams

**NOMINATIONS:**  
Ricky Thurman

**BOARD OF ADJUSTMENT**

<u>PL #</u>	<u>First</u>	<u>Last</u>
1		
2	Ben	Tackett
3	Dean	Parr
4	Moumin	Quazi
5	Alan	Nix
A1	JJ	Conway
A2	VACANT	
A3	VACANT	
A4	VACANT	

**NOMINATIONS:**  
John Traweek

**LIBRARY ADVISORY BOARD**

<u>PL #</u>	<u>First</u>	<u>Last</u>
1	Jennie	Shafer
2	Darla	Fent
3	Kate	Barton
4	Katy	Eichenberg
5	Katherine	Quinnell
6	Katherine	Horak Smith
7		

**NOMINATIONS:**  
Joe Garcia

**STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY**

<u>PL #</u>	<u>First</u>	<u>Last</u>
1	Wendell	Hollingsworth
2	Malcolm	Cross
3	Kelijon	Nancy
4	Lori	Beaty
5	Metta	Collier
6	Chris	Gifford
7		

**NOMINATIONS:**  
Gerald Cook

**WESTERN HERITAGE ADVISORY BOARD**

<u>PL#</u>	<u>First</u>	<u>Last</u>
1		
2		
3		
4		
5		

**NOMINATIONS:**  
Debbie Dorris  
Kari Haile  
Marilyn Meador  
Merry Flatbush

# STAFF REPORT



**SUBJECT:** Parking Restrictions on West Long Street

**DEPARTMENT:** Police

**STAFF CONTACT:** Dan M. Harris, Jr.

## RECOMMENDATION:

Change the current parking restrictions regarding West Long Street located in Code of Ordinances 75.02 – Schedule II to read:

(A) No parking zones are established on the city streets are follows:

Street	Location	Times
Long Street, West	Both sides from its intersection w/Graham to its intersection w/Alexander Rd.	All

## BACKGROUND:

The reconstruction of West Long Street will make east/west travel more attractive and viable to motorists as a major throughfare. Parking restrictions are currently in place for the 100 Blk of West long on both sides of the roadway along with restrictions on the north side of the roadway from Graham to Alexander. As the street is 25’ feet wide any vehicles parked on either side of the street will impede traffic flow and possibly create a traffic hazard. By restricting parking on both sides of the street the roadway will remain clear and viable to traffic at all times. Parking restrictions will also create clear lines of site along both sides of the roadway and will reduce the chances of vehicle pedestrian interactions.

## FISCAL IMPACT SUMMARY:

No fiscal impacts.

## ALTERNATIVES

- Do not approve any changes.
- Modify the type or location of the restrictions.

# STAFF REPORT



**SUBJECT:** Automatic Aid Agreement with Erath County Volunteer Fire Rescue Department

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Robert Isbell

## RECOMMENDATION:

Consider approval of an Automatic Aid Agreement with Erath County Volunteer Fire Rescue Department (ECVFR).

## BACKGROUND:

Stephenville fire department works closely with ECVFR as we provide assistance to each other and train together through an existing Mutual Aid Agreement. This new agreement will allow a quicker and more efficient service deliver to both agencies response areas.

With the anticipation of a combined communications center, this agreement will leverage communications allowing both agencies to work seamlessly as a single entity for service delivery.

## FISCAL IMPACT SUMMARY:

There is no associated costs with this agreement.

## ALTERNATIVES

1. N/A.

**AGREEMENT FOR AUTOMATIC AID  
BETWEEN  
THE CITY OF STEPHENVILLE AND ERATH COUNTY VOLUNTEER FIRE RESCUE  
DEPARTMENT**

THIS AGREEMENT FOR AUTOMATIC AID (this "Agreement") is entered into this \_\_ day of \_\_\_\_\_, 2023, by and between the City of Stephenville ("Stephenville"), a Texas municipal corporation and the Erath County Volunteer Fire Rescue Department, ("ECVFRD"), a Texas Volunteer Fire Department (collectively, the "parties"); and each acting herein through its duly authorized officials.

**WITNESSETH:**

WHEREAS, the governing officials of the parties, political subdivisions of the State of Texas, desire to secure for each such entity the benefits of automatic aid in the protection of life and property from fire and other disasters; and

WHEREAS, the parties wish to enter this Agreement to provide for such aid and are authorized to do so pursuant to Texas Government Code Chapter 791 ("Interlocal Cooperation Act");

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. In consideration for each party's automatic aid to the other upon the occurrence of an emergency condition in any portion of the designated area where this Agreement for Automatic Aid is in effect, a predetermined number and emergency medical equipment or personnel of both parties shall be dispatched to such point where the emergency condition exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purposes of this Agreement, "emergency condition" shall include any condition requiring emergency medical services, fire, or rescue exclusively of the respective agency's jurisdictional boundaries and subject to Exhibit "A" (Map) and subject to the Memorandum of Understanding referred to herein as Exhibit B.

Details as to emergency assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Stephenville Fire Department and the Chief of the Erath County Volunteer Fire Rescue Department (also referred to as "Fire Department"). These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments setting the operational and logistic requirements to respond under this Agreement, which is attached hereto as Exhibit "B". The Memorandum of Understanding (Exhibit B may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - a. The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either party's forces at the time of need for assistance under this Agreement.

3. comply with the procedures set forth in the Memorandum of Understanding, hereto and made part hereof for all purpose upon its completion and execution by the Chiefs, Exhibit
4. Request for Assistance. The Communications dispatching center for each agency will confirm the emergency incident or from a caller, police, or fire personnel. Either agency is authorized at any time to request Automatic Mutual Aid Response from the other agency. The request shall be directed to the authorized communication of the respective agency.

The request for Automatic Mutual Aid Response shall specify the amount and type of equipment and number of personnel required and shall specify the location to which the equipment and personnel are to be dispatched.

5. Response to Request. Upon receipt of a request for Automatic Mutual Aid Response, the commanding officer of the Responding agency shall:
  - a. Immediately advise the Requesting agency if the equipment and personnel are not available.

6. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. THE ASSIGNMENT OF LIABILITY UNDER THIS AGREEMENT IS INTENDED TO BE DIFFERENT THAN LIABILITY OTHER WISE ASSIGNED UNDER TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). INSTEAD, LIABILITY, IF ANY, SHALL BE AS SET OUT IN THIS AGREEMENT, AS PROVIDED BY TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). EACH PARTY SHALL BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM ITS ACTIONS OR OMISSIONS REGARDLESS OF WHICH PARTY WOULD HAVE BEEN RESPONSIBLE, IN THE ABSENCE OF THIS AGREEMENT, FOR FURNISHING THE SERVICES PROVIDED. THIS PROVISION IS FOR THE BENEFIT OF THE PARTIES AND IS NOT INTENDED TO CREATE A THIRD-PARTY CAUSE OF ACTION OR WAIVE ANY IMMUNITIES OR DEFENSES AVAILABLE TO THE PARTIES.

7. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement, except as set forth in this paragraph. The parties agree that a party requesting aid ("Requesting Party") pursuant to this Agreement shall not be required to reimburse a party providing aid ("Responding Party") for costs incurred during the first Operational Period, defined as a period of time beginning at the time of the request for aid and lasting for twenty-four (24) hours. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period. Reimbursement shall be made on an incident-by- incident basis and shall be made subsequent to a submission of an invoice by the party incurring costs to the other party. Notwithstanding the above, each party shall be responsible for all costs associated with its own equipment, including damage and breakage. It is understood and agreed that both parties have heretofore entered into an "Agreement for Mutual Aid in Disaster Assistance." Costs incurred pursuant to the Agreement for Mutual Aid in Disaster Assistance shall be governed under the terms of that agreement.

8. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death

benefits, and Workmen's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses, wage, and disability payments, except for those payments each party is required to pay under the Interlocal Cooperation Act cited above, pension payments. Damage to equipment and clothing, and expenses of travel, food, and lodging shall be paid by the entity in which the employee in question is regularly employed.

9. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by it; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be paid firefighters of the fire department of the party where they are regularly employed or members of an organized volunteer fire department which normally renders firefighting services of the party which sends the forces of equipment.

10. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used by the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

11. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state *or* federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of the Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the course and scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages, then the other party may intervene in such cause of action to protect its interests.

12. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

13. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Erath County.

14. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement is made for each respective fire department as automatic aid pursuant to the Texas Government Code, chapter 418, commonly referred to as the Disaster Act of 1975; and nothing in this Agreement is intended to limit the availability of benefits to each party's personnel under Texas Government Code Chapter 615, as amended, and as it may be amended in the future.

16. Effective date of this Agreement shall be on the last date of the signature of any party hereto. Any prior Agreement for Automatic Aid between the parties shall be terminated and superseded on the effective date of this Agreement.

EXECUTED by the City of Stephenville and the Erath County Volunteer Fire/Rescue, each respective governmental entity acting by and through its City Manager or other duly authorized official in the manner required by city charter or otherwise as required or authorized by law, on the date herein below specified.

ERATH CO. FIRE/RESCUE

CITY OF STEPHENVILLE, TEXAS

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
City Attorney

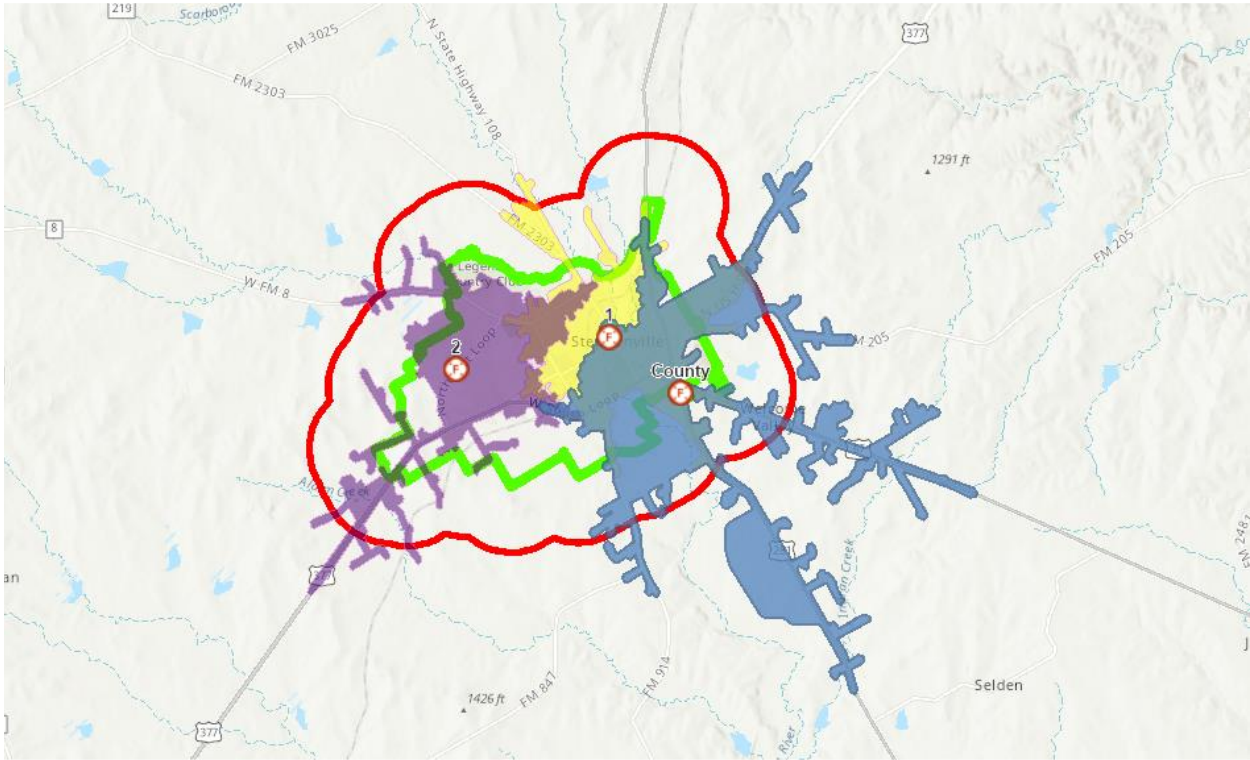
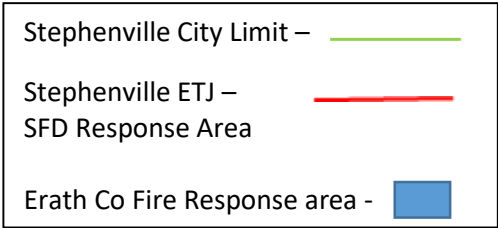
By: \_\_\_\_\_

BY: \_\_\_\_\_



**AGREEMENT FOR AUTOMATIC  
AID BETWEEN  
THE CITY OF STEPHENVILLE AND ERATH COUNTY VOLUNTEER  
FIRE RESCUE DEPARTMENT**

**EXHIBIT A**



Date – 4-2023

**AGREEMENT FOR AUTOMATIC  
AID BETWEEN  
THE CITY OF STEPHENVILLE AND ERATH COUNTY VOLUNTEER  
FIRE RESCUE DEPARTMENT**

**EXHIBIT B**

**1. AUTOMATIC AID:**

- a) The Parties agree to establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Erath County Volunteer Fire/Rescue Fire Chief, the Stephenville Fire Department Fire Chief, the Erath County Volunteer Fire/Rescue Board of Commissioners and the Stephenville Fire Department City Council
- b) In the event a fire, rescue, disturbance, or other fire rescue related emergency occurs within the specific boundary limits established by the Parties, Stephenville Fire Department shall furnish such fire suppression, protection, prevention rescue and emergency medical assistance and response to other local emergencies as may be reasonably required to combat such emergency as part of the first automatic aid response assignment, subject to the limitations set forth in this Agreement. The initial limits of the "Response District" are outlined below:

**DUAL RESPONSE AREA:**

1. Dual Response Area - Geographic Limits:
  - a. This Agreement shall apply to all incidents structure fires in residential, commercial, recreational and rural properties, reported hazardous materials incidents where the first response is provided by a local fire department. This Agreement applies to Emergency Incidents in each parties response area located within the boundaries defined by:
  - b. Exhibit A.

Note: For purposes of this Agreement, the boundary will include both sides of the road way and any property contiguous to either side of the roadway.

2. Situations Where Aid is provided: All calls for structural fires within the defined automatic aid agreement area shall result in an automatic, response from both the Erath County Volunteer Fire/Rescue and Stephenville Fire Department. To accomplish this, each Communications Center shall dispatch their department's units and then notify the other department's communications center. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.

**AGREEMENT FOR AUTOMATIC  
AID BETWEEN  
THE CITY OF STEPHENVILLE AND ERATH COUNTY VOLUNTEER  
FIRE RESCUE DEPARTMENT**

**DISPATCH PROTOCOLS:**

Stephenville Fire Department

Upon receipt of a structure fire located within the predefined areas within the City of Stephenville, the dispatcher shall dispatch the appropriate response according to Stephenville Communications Division guidelines. The dispatcher will simultaneously notify the Erath County Volunteer Fire/Rescue and request an automatic aid response.

Erath County Volunteer Fire/Rescue

Upon receipt of a structure fire located within the predefined areas within Erath County Volunteer Fire/Rescue's response area, the dispatcher shall dispatch the appropriate response according to ECVFR guidelines. The dispatcher will simultaneously notify the Stephenville Dispatch and request an automatic aid response.

**RESPONSE PROTOCOLS:**

Stephenville Fire Department Fire Rescue

Upon request from ECVFR for an automatic aid response, Stephenville Dispatch will dispatch 1 engine and a chief officer (if available) to respond to assist ECVFR units.

Erath County Volunteer Fire/Rescue County Fire Services

Upon request from Stephenville Dispatch for an automatic aid response, ECVFR will dispatch 1 engine and a tanker/tender (if available) to respond to assist Stephenville Fire Department units. Any request above the automatic response guideline will be considered a mutual aid request.

**COMMAND PROTOCOLS:**

The AHJ (authority having jurisdiction) will be in-charge of all incident command activities, and have the ability to make any other requests.

Should a unit from a neighboring jurisdiction arrive prior to the AHJ, command will be established and transferred to the AHJ as soon as possible. The first arriving unit should initiate procedures for incident mitigation regardless of the area.

**AGREEMENT FOR AUTOMATIC  
AID BETWEEN  
THE CITY OF STEPHENVILLE AND ERATH COUNTY VOLUNTEER  
FIRE RESCUE DEPARTMENT**

COMMUNICATION PROTOCOLS:

When the incident is located in Stephenville Fire Department response area, units shall operate on the appropriate SFD fire channel as specified by the IC.

When the incident is located in Erath County Volunteer Fire/Rescue response area, units shall operate on the appropriate fire channel as specified by the IC.

**2. SUPERVISION:**

- a. The Parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each Party shall designate and dispatch a Chief Officer. The Chief Officer of the furnishing Party shall coordinate resources of the furnishing Party and shall report to the Chief Officer of the receiving Party.
- b. When the furnishing Party's Chief Officer arrives before the Chief Officer of the receiving Party, that officer shall coordinate and give general directions as to the work to be done. This Chief Officer of the furnishing Party will be in command until properly relieved by the Chief Officer of the receiving Party.
- c. Personnel from the furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph 1(a) above.
- d. The appropriate officers of the receiving Party will give direction regarding work to the Chief Officer of the furnishing Party except as provided in Paragraph 3(a) above.
- e. Each Party agrees that it will be responsible to provide any backup coverage necessary for its own operations.

**3. POLICIES:**

Due to the dangerous nature of fire service delivery, certain life-safety policies shall be consistent between the participating agencies. The following policies/procedures have been reviewed and agreed upon by both Fire Chiefs.

1. Accountability
2. Incident Command System
3. MayDay

Date – 4-2023

# STAFF REPORT



**SUBJECT:** Donation of Fire Department Equipment

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Robert Isbell

## RECOMMENDATION:

Consider approval of donating fire department radios and self-contained breathing apparatus (SCBA) to Erath County Volunteer Fire Rescue ECVRF

## BACKGROUND:

The Fire Department has migrated to the new radio hardware as part of the system upgrade. Our older radios will not serve our purposes going forward. ECVFR would like to disseminate these older radios to the County volunteer departments. This action would fill an important needed gap in the system.

We also recently migrated to a new SCBA system and, due to regulations on our department, can no longer use this equipment. ECVFR can disseminate this equipment to needed agencies across our County to assist with equipment needs as well.

## FISCAL IMPACT SUMMARY:

There is no associated costs with this agreement.

## ALTERNATIVES

1. N/A.



# Stephenville Fire Department

1301 Pecan Hill Drive, Stephenville, Texas, 76401

(254) 918-1210 Fax (254) 918-1241

To: Robert Isbell, Fire Chief  
From: Chris Elston, Operations Division Chief  
Subject: Available Radio and SCBA Equipment  
Date: 6-13-2023

Due to the replacement and upgrade of SCBA used at SFD, the following equipment list needs to be discharged from the department inventory:

- 18 - MSA SCBA Pack Frames (7 tagged OOS for various reasons)
- 26 - MSA SCBA Fire Hawk Masks (1 tagged OOS for unknown reason)
- 24 - MSA SCBA 4500 Bottles
- 2 - MSA RIT packs complete with all necessary bottles, hoses, and masks in excellent condition
- 1 - BAUER CFSII SCBA Fill Station

Due to the replacement and upgrade of the radio system used at SFD, the following radio equipment list needs to be discharged from the department inventory:

All products listed are TAIT brand radio equipment.

- 15 - TM 9400 Mobile Radios
- 1 - TM 9400 Mobile Radio (Remote head system)
- 34 - TP 9400 Handheld Radios
- 52 - Handheld Batteries
- 28 - Handheld Lapel Mics
- 32 - Handheld Chargers with cable