



## SPECIAL CITY COUNCIL MEETING

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City Hall Council Chambers, 298 West Washington Street  
Tuesday, January 17, 2023 at 5:30 PM

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### AGENDA

#### CALL TO ORDER

#### REGULAR AGENDA

- [1.](#) Consider Application from Careflight for EMS/Ambulance Permit
- [2.](#) Consider Approval of an Oncor Substation Easement at the WWTP
- [3.](#) Consider Approval of Lillian GST Floor Repairs
- [4.](#) Consider Award of Half-Ton and one Three-Quarter Ton Vehicle Bids
- [5.](#) Consider Adopting Resolution for Vehicle and Equipment Financing

#### EXECUTIVE SESSION

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

6. Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Frontier

#### ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

#### 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.***



# COMMITTEE REPORT

**REPORT TYPE:** Public Health and Safety Committee

**MEETING:** January 17, 2023

**Present:** Bob Newby, chair; LeAnn Durfey, Lon Reisman, Ricky Thurman

**Absent:**

**DEPARTMENT:** Fire

**STAFF CONTACT:** Robert Isbell

## RECOMMENDATION:

Staff recommends approval of permit to operate an ambulance service in the City of Stephenville.

## BACKGROUND:

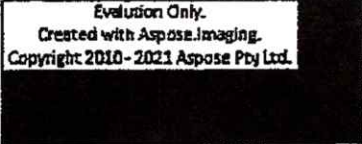
The Public Health and Safety Committee met on November 15<sup>th</sup>, 2022 and considered an application to operate a private ambulance in the City by CareFlite – Ground. CareFlite has been operating an ambulance service since 1979 and has served the Stephenville Hospital for many years. The Committee unanimously affirmed the application to come to council for final approval. (City Ord. Title 11, Ch. 114, Sec. 114.03)

## FISCAL IMPACT SUMMARY:

N/A

## ALTERNATIVES:

N/A



APPLICATION FOR EMS/AMBULANCE PERMIT

DATE: 11/1/22

APPLICANT: Care Flite

ADDRESS: 630 N. Graham St. Stephenville, TX

MAILING ADDRESS (IF DIFFERENT): 3110 S. Great Southwest Pkwy, Grand Prairie TX

PHONE: 972-339-4200 NO. OF YEARS IN EMS BUSINESS: 40 + 75052

LIST LEVEL AND TYPE OF SERVICE TO BE PROVIDED:

BLS and ALS

LIST NUMBER OF AMBULANCE UNITS AND NUMBER OF PERSONNEL TO BE PROVIDED:

1 Ambulance  
2 employees 1 Paramedic 1 EMT

HOURS OF OPERATION AND AVAILABILITY: 24 hours 7 days

LIST ANY EXPERIENCE THE APPLICANT HAS HAD IN RENDERING SUCH SERVICES

Care Flite has been delivering BLS and ALS since 1979

If a partnership, the names, of all partners, general and limited. If a corporation, its name, date, and place of incorporation, the address of its principal place of business, the names of all its officers and directors. (Provide this information on a separate page.)

NAME OF COMPANY: Care Flite - Non Profit

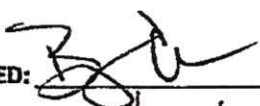
ADDRESS: 3108 S. Great Southwest Pkwy Grand Prairie

PHONE: 972-339-4260 TX 75052

INSURANCE COMPANY: VFIS Nation Fire  
 AGENT: Cottingham Butler  
 POLICY NUMBER: VFNU-TR 0022977  
 EFFECTIVE PERIOD: 10-1-2022 - 10-1-2023  
 AMOUNT OF LIABILITY: \$10,000

PLEASE ATTACH COPIES OF **CURRENT INSURANCE POLICY AND TEXAS DEPARTMENT OF HEALTH PROVIDER LICENSE.**

I certify that the statements in this application are true and correct. I realize they will be investigated and thereby authorize the release of any pertinent and appropriate information. I understand that misrepresentations on my part in completing this application will cause my application to become null and void.

SIGNED:   
 DATE: 11/10/22

RECEIVED BY: Jenni Johnson, CSO DATE: 11/10/2022  
 REVIEWED BY PUBLIC HEALTH AND SAFETY COMMITTEE: Approved 11/15/2022  
 APPROVED BY COUNCIL: \_\_\_\_\_  
 FEE PAID: \$25.00/ CK# 75974 on 12/19/22 SL





CAREFLI-01

BNELSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WinStar Insurance Group LLC 13625 Ronald W Reagan Blvd Bldg. 3, Suite 100 Cedar Park, TX 78613	<b>CONTACT NAME:</b> Bianca Nelson	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> bnelson@vfirstx.com	
<b>INSURED</b>  CareFlite 3110 S. Great Southwest Pkwy Grand Prairie, TX 75052	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh	19445
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFNU-TR-0022977	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			VFNU-TR-0022977	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			VFNU-TR-0022977	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER CANCELLATION

<b>CITY OF STEPHENVILLE, TEXAS</b> <b>Attn: Sheryl Truss</b> <b>298 W Washington St.</b> <b>Stephenville, TX 76401</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Bianca Nelson</i>
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**TEXAS**  
Health and Human  
Services

**Texas Department of State  
Health Services**

This certifies that

**CAREFLITE-GROUND**

License Number: 300046

has submitted acceptable evidence of compliance with the Texas Health and Safety Code, Chapter 773, the Texas EMS Act, and is hereby granted a License as a **TEXAS EMERGENCY MEDICAL SERVICES PROVIDER**. This License is not transferable and is valid only for use by the provider named above.

Expiration Date: 11/30/2023

JOHN HELLERSTEDT MD  
COMMISSIONER

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

**1-800-452-6086** or by email to **EMS\_Complaint@dshs.texas.gov**

Document Number: 7809

## CHAPTER 114. - AMBULANCE AND EMERGENCY MEDICAL SERVICE

## Sec. 114.01. - Definitions.

The following terms and phrases, as used in this chapter unless the context clearly indicates otherwise, shall have the meanings respectively ascribed to them in this section.

*City*, when used in this article, shall mean the City of Stephenville, Erath County, Texas.

*Emergency*, when used in this chapter shall mean the services used to respond to an individual's perceived need for immediate medical care to prevent death or aggravation of physiological or psychological illness or injury, or the sudden onset of a medical or traumatic condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

1. Placing a patient's health in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

*EMS*, when used in this chapter, shall mean a provider of Emergency Medical Service, ambulance service, or EMS provider.

*Licensed ambulance service*, when used in this chapter, shall mean an ambulance service that is currently licensed as an EMS provider by the Texas Department of Health.

*Out of town emergency transfer*, when used in this chapter, shall mean the transporting of a patient to a medical facility in a town or city other than Stephenville. Primarily this would mean transporting of a patient, for whatever reason, from the local hospital to a hospital in another city.

*Private owned service*, when used in this chapter, shall mean an individual, company or organization that is in the business of providing an EMS or ambulance service that is primarily a for-profit operation.

*Stand-by*, when used in this chapter, shall mean a service provided by an EMS provider at a special event to provide for the treatment and transportation of the sick or injured. (example: football games, rodeos, races, and the like)

(Ord. 1999-22, passed 8-17-99)

## Sec. 114.02. - Emergency ambulance service.

- (A) The City of Stephenville Fire Department EMS shall be the primary provider of emergency ambulance service and emergency medical service within the city limits and in other areas under contract with the city to provide such service.
- (B) All patients transported by the city EMS shall terminate at the hospital Emergency Room.
- (C) Any person utilizing the city's EMS service shall pay for services rendered. A copy of the city's EMS fee schedule shall be kept on file in the office of the City Secretary.
- (D) It shall be unlawful for anyone, including the holder of a city permit or license from the Texas Department of Health, to intentionally furnish, operate, maintain, advertise for or otherwise be engaged or profess to be engaged in the operation of, or provide emergency ambulance service upon

the streets within the city or in any areas under contract with the city to provide such service. (see exceptions)

(Ord. 1999-22, passed 8-17-99)

Sec. 114.03. - Exceptions.

- (A) A licensed ambulance service may respond in situations where the city, or its authorized representative, requests or authorizes another service to assist in an emergency under circumstances in which a city ambulance is not available to respond to an emergency situation which may require treatment or transportation of a patient or patients.
- (B) It shall be permissible for a private owned ambulance service, who in the process of providing non-emergency ambulance service, and the situation develops into an emergency, to proceed with treatment and transportation of the patient to the hospital, provided that said service is licensed by the Texas Department of Health to provide such service.
- (C) It shall be permissible for any ambulance or person therein, to respond to or from an emergency situation, outside of the city or its contracted areas of service.
- (D) Private owned ambulance services that through a contractual arrangement or other agreement to provide service and stand-by at special events, are permitted to treat and transport patients to the local hospital within the city and its areas under contract.

(Ord. 1999-22, passed 8-17-99)

Sec. 114.04. - Private owned ambulance services.

- (A) When an applicant files for a permit to provide ambulance service, the City Council must determine that it would be beneficial for the public's convenience, necessity and welfare, to provide additional service. The City Council may then grant a permit.
- (B) Private owned ambulance services operating within the city are authorized to provide non-emergency transport, out of town emergency transfer, and stand-by service only.
- (C) All private owned ambulance services are required to obtain an annual permit on or before January 1 of each year, to operate and provide service within the city. Permit applications shall be kept on file in the office of the City Secretary, and the fee for the permit will be as per the city's current fee schedule.
- (D) Applications for permits to operate a private owned ambulance service within the city shall be reviewed by the Public Health and Safety Committee of the Stephenville City Council. The committee will consider all applications and will make a recommendation to the entire City Council.
- (E) Any private owned ambulance service operating within the city, or its areas under contract, shall at all times possess a current Texas Department of Health license to provide such service, and shall at all times meet the requirements of the Texas Department of Health in regards to staffing, equipment, and supplies.
- (F) All private owned EMS providers operating within the city or its contracted service areas, shall at all times have in full force and effect insurance coverage as follows:



- (1) General liability insurance providing coverage for bodily injury, property damage, advertising injury, or personal injury arising out of the operation of said ambulance service with a minimum of \$1,000,000.00 per occurrence and a general aggregate of \$1,000,000.00;
  - (2) Automobile liability insurance with a minimum combined single limit (each accident) of \$1,000,000.00 including hired and non-owned coverage;
  - (3) Uninsured/underinsured motorists coverage;
  - (4) Malpractice insurance; and
  - (5) Excess liability to cover all underlying liability policies.
    - (a) The insurance policies required herein shall be submitted to the Public Health and Safety committee, or its designated representative, for approval. Satisfactory evidence that such insurance is at all times in full force and effect, shall be provided in form as specified by the committee, or its representative.
    - (b) Every insurance policy required hereunder shall extend for the period to be covered by the permit granted for the operation of ambulance services herein, and the insured shall be obligated to give not less than 30 days' written notice to the city before any cancellation or other termination of any such policy.
    - (c) The cancellation or other termination of any policy of insurance required herein shall automatically revoke and terminate the permit for ambulance service granted herein, unless another insurance policy complying with the provisions of this section shall provide and be in full force and effect at the time of such cancellation or other termination.
- (G) All private owned ambulances operating in the city shall be maintained in sufficient mechanical condition as to comply with all the regulations set out by the Texas Department of Health.
- (H) All private owned ambulances operating in the city shall have the name of the service prominently displayed on each side on the vehicle in letters of at least three inches in height.
- (I) Any right, privilege or permit held, owned or obtained by any private owned ambulance service under the provisions of this article may be sold, assigned, leased or transferred, or inherited; provided, however, any proposed sale, assignment, lease or transfer shall first be presented in writing to the city council for its approval or disapproval.

(Ord. 1999-22, passed 8-17-99; Am. Ord. 2002-23, passed 10-1-2002; Am. Ord. 2005-33, passed 12-6-2005)

Secs. 114.05—114.98. - Reserved.

Sec. 114.99. - Penalty.

Each officer, agent or employee of any corporation and every other person who violates or fails to comply with, or who procures, aids or abets in the violation of, any provision of this chapter, or fails to obey, observe or comply with any other decision, rule or regulations, direction, demand or requirement of the City Council, shall be guilty of a Class "C" misdemeanor, and upon conviction shall be punished by a fine not exceeding \$200.00. Each day any provision of this chapter, or any rule, regulation or order of the City Council relevant thereto is violated shall constitute a separate offense, and the fact that the City Council may have caused prosecution for violation of its rules, regulations or orders under the penal

section of this article shall not operate to prevent or limit the exercise of the authority of the City Council to suspend, revoke, alter or amend permits or certificates as provided in this chapter.

(Ord. 1999-22, passed 8-17-99)

Public Works  
**STAFF REPORT**



**SUBJECT:** Wastewater Treatment Plant – Oncor Electrical Easement  
**MEETING:** Special City Council Meeting - 17 JAN 2023  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

**RECOMMENDATION:**

Staff recommends granting Oncor an easement for the electrical substation at the Wastewater Treatment Plant.

**BACKGROUND:**

Oncor has a substation directly adjacent to the Stephenville Wastewater Treatment Plant (WWTP).

Oncor is the electrical service provider for many city facilities, including the WWTP. The easement is necessary for the operation of Oncor's new substation adjacent to the WWTP. Allowing the easement will improve Oncor's ability to maintain consistent electrical service, not only to the plant, but also to the community.

The easement agreement has been reviewed by the city attorney. Copies of the easement document including an exhibit with a meets and bounds description is attached.

**FISCAL IMPACT SUMMARY:**

Oncor has requested the easement at no cost. There is also no cost to the city to grant the electrical service easement.

**ATTACHMENTS:**

Attached are copies of the proposed easement documents.

[2023\\_01-17 WWTP – Oncor Substation Easement](#)

PT #: 2023-0001  
District: BMW  
WR #: 3590920  
ER #

**EASEMENT AND RIGHT OF WAY**

STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TEXAS               §

That **City of Stephenville**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

**SEE EXHIBIT "A" (ATTACHED)**

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; Grantee recognizes that Grantor has utility facilities located in the easement area where Grantor may need to complete work from time to time. Grantor and Grantee agree that they will coordinate any work on Grantor's facilities, including the need to excavate or construct in the easement area, to ensure the safety and reliability of Grantee's facilities; and the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above-described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of Stephenville,  
a Municipal Corporation

By: \_\_\_\_\_  
Doug Svien  
Mayor

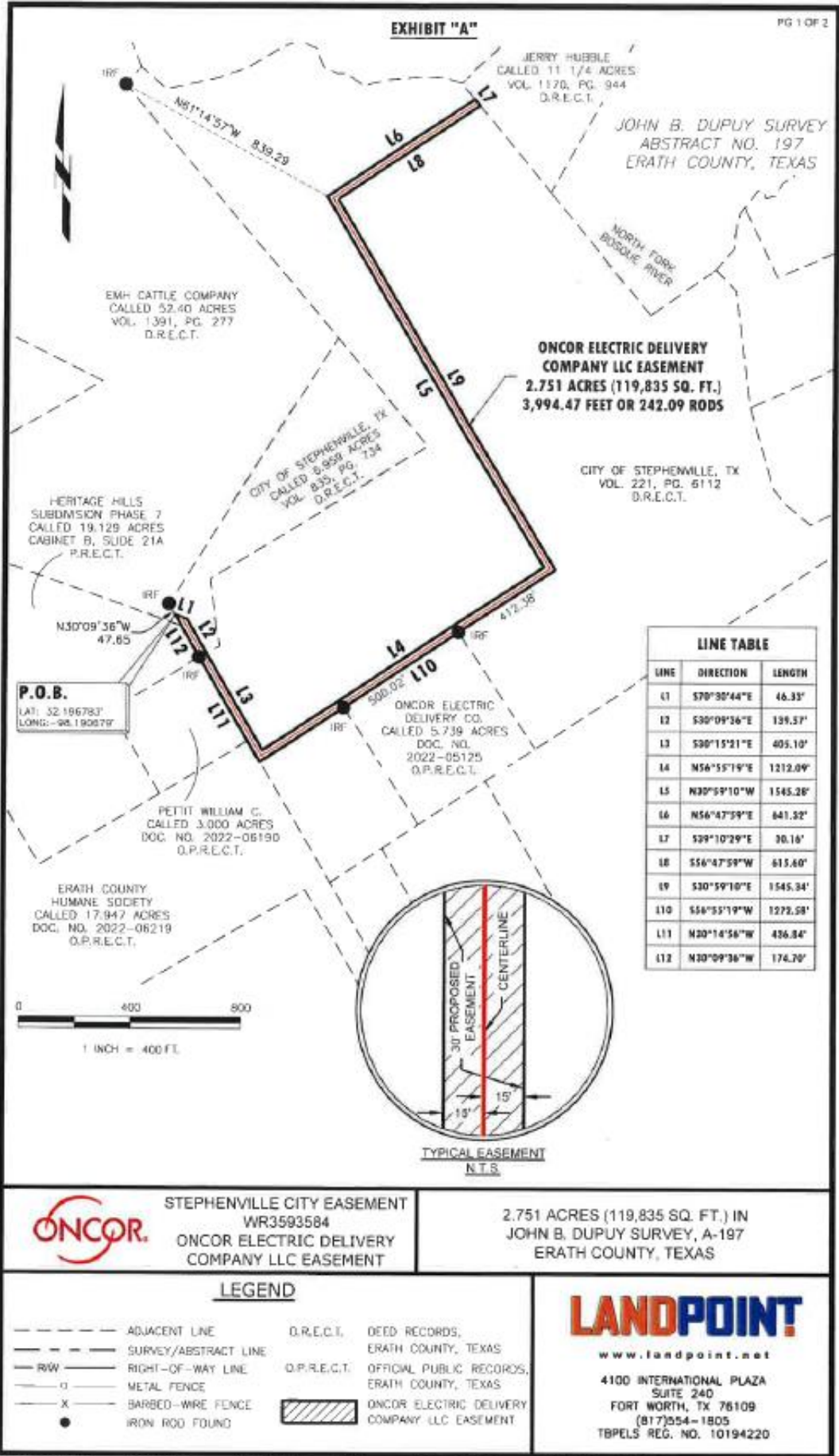
STATE OF TEXAS           §  
  §  
COUNTY OF TEXAS       §

BEFORE ME, the undersigned authority, on this day personally appeared **Doug Svien**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **City of Stephenville**, as the **Mayor**, thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas





**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Being a 2.751 acre (119,835 SQ. FT.) electric easement situated in the John B. Dupuy Survey, Abstract Number 197, Erath County, Texas, and being part of a called 6.959 acre tract, conveyed to City of Stephenville, Texas, recorded in Volume 835, Page 734, and part of a tract of land conveyed to City of Stephenville, Texas, recorded in Volume 221, Page 6112, Deed Records, Erath County, Texas, (D.R.E.C.T.), and being more particularly described by metes and bounds as follows:

Beginning at point in the west line of said 6.959 acre tract, common to an east line of a called 52.40 acre tract, conveyed to EMH Cattle Company, recorded in Volume 1391, Page 277, D.R.E.C.T., from which an iron rod found at the northwest corner of said 6.959 acre tract, same being a south corner of said 52.40 acre tract, bears N30°09'36"W, a distance of 47.65 feet;

THENCE over and across said 6.959 acre tract and said Stephenville tract, the following courses and distances:

S70°30'44"E, a distance of 46.33 feet to a point for corner;

S30°09'36"E, a distance of 139.57 feet to a point in the south line of said 6.959 acre tract, common to the most northwesterly north line of said Stephenville tract;

S30°15'21"E, a distance of 405.10 feet to a point for corner;

N56°55'19"E, a distance of 1,212.09 feet to a point for corner;

N30°59'10"W, a distance of 1,545.28 feet to a point for corner, from which an iron rod found at the northwest corner of said Stephenville tract, same being a northeast corner of said 52.40 acre tract, bears N61°14'57"W, a distance of 839.29 feet;

N56°47'59"E, a distance of 541.32 feet to a point in the the northeast line of said Stephenville tract, common to the southwest line of a called 11-1/4 acre tract, conveyed to Jerry Hubble, recorded in Volume 1170, Page 944, D.R.E.C.T. for the north corner of the herein described tract;

THENCE S39°10'29"E with said common line, a distance of 30.16 feet to a point for the east corner of the herein described tract;

THENCE over and across said Stephenville tract, the following courses and distances:

S56°47'59"W, a distance of 615.60 feet to a point for corner;


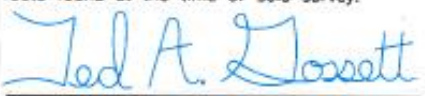


S30°59'10"E, a distance of 1,545.34 feet to a point for corner;

S56°55'19"W, passing at a distance of 412.38 feet, an iron rod found at the northeast corner of a called 5.739 acre tract, conveyed to Oncor Electric Delivery Co., recorded in Document No. 2022-05125, O.P.R.E.C.T., passing at a distance of 500.02 feet, an iron rod found at the northwest corner of said 5.739 acre tract, continuing along said course, in all a total distance of 1,272.59 to a point in the west line of said Stephenville tract, common to the east line of a called 17.947 acre tract, conveyed to Erath County Humane Society, recorded in Document No. 2022-06219, O.P.R.E.C.T. for the south corner of the herein described tract;

THENCE N30°14'56"W with said common line and the east line of said 3.00 acre tract, a distance of 436.84 feet to an iron rod found at the most northwesterly southwest corner of said Stephenville tract, same being the northeast corner of a called 3.000 acre tract, conveyed to Pettit William C. recorded in Document No. 2022-06190, O.P.R.E.C.T., a southeast corner of a called 19.129 acre tract, conveyed to Heritage Hills Subdivision Phase 7, recorded in Cabinet B, Slide 21A, Plat Records, Erath County, Texas (P.R.E.C.T.) at the southwest corner of said 6.959 acre tract;

THENCE N30°09'36"W with the west line of said 6.959 acre tract, common to an east line of said 19.129 acre tract, a distance of 174.70 feet to the POINT OF BEGINNING and containing 2.751 acres (119,835 square feet) of land, more or less.

Proposed electric line having a length of 3,994.47 feet or 242.09 rods.

 <p>STEPHENVILLE CITY EASEMENT WR3593584 ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT</p>	<p>2.751 ACRES (119,835 SQ. FT.) IN JOHN B. DUPUY SURVEY, A-197 ERATH COUNTY, TEXAS</p>
<p>I, Ted Allen Gosselt, certify that this exhibit was prepared under my direct supervision from a survey made on the ground on October 21, 2022, that this plat correctly represents the facts found at the time of said survey.</p>  <p>Ted A. Gosselt State of Texas R.P.L.S. No. 5991 10/24/2022</p> 	 <p>www.landpoint.net 4100 INTERNATIONAL PLAZA SUITE 240 FORT WORTH, TX 76109 (817)554-1805 TBPELS REG. NO. 10194220</p>

**STAFF REPORT**

**SUBJECT:** Lillian 1 MG GST - Additional Repairs  
**MEETING:** Special Council Meeting - 17 JAN 2023  
**DEPARTMENT:** Public Works - Water  
**STAFF CONTACT:** Nick Williams

**RECOMMENDATION:**

Staff recommends approval of the proposal from Texas Aquastore, Inc. of Sherman, Texas to perform the additional repairs to the floor of the Lillian 1,000,000 gallon (1 MG) Ground Storage Tank (GST).

**BACKGROUND:**

The city maintains a 1 MG GST at the Lillian pump station. The tank is an above ground, glass-lined, bolted, steel-panel tank. The tank was installed in 2001 and has developed leaks around some of the caulked wall panel joints. The original wall panel repairs for this tank were approved at the Special Council Meeting on October 18, 2022.

**PROPOSAL:**

Upon draining and cleaning the tank to perform the wall-panel repairs, damage was discovered in the floor of the tank. The damage was undetectable until the tank was drained and the floor thoroughly cleaned. Texas Aquastore, Inc. is performing temporary repairs to the existing tank floor panels to seal the tank until the replacement panels are installed.

Attached is a quote received from Texas Aquastore, Inc. to perform the additional, necessary repairs to the floor of the tank for \$129,965.00. Texas Aquastore, Inc. has stated the glass-lined, bolted, steel-panels for the tank have a 36-week lead time from the date of order. Photographs showing the condition of the existing floor panels are attached.

Also attached is a letter from the tank manufacturer (CST Storage) stating Texas Aquastore, Inc. is the exclusive dealer for this tank.

**FISCAL IMPACT SUMMARY:**

The FY22-23 adopted budget included \$110,000 for the originally identified repairs. The original proposal was for \$102,492, leaving a positive balance of \$7,508.00 under the approved budget.

The proposal to replace the tank's floor panels is \$129,965.00. With the \$7,508 savings from the original project, a balance of \$122,457 is necessary to fund the Lillian tank's floor repairs.

Savings from the 377 Elevated Storage Tank (EST) Rehabilitation project would be used for the Lillian tank floor repairs. \$500,000 was budgeted for the 377 EST project and the total cost is anticipated to be \$357,900 leaving a balance of \$142,100. This would leave a positive balance between the two projects of \$19,643.00.

**ALTERNATIVES:**

The following alternatives are provided for consideration:

1. Do not recommend approval of the tank floor repairs as presented, or
2. Recommend an alternate repair company or repair methodology.

**ADVANTAGES:**

1. Approval allows the materials to be ordered immediately and the tank repairs to be scheduled in the fall of 2023.
2. Texas Aquastore, Inc. originally installed the tank and is certified to perform maintenance on glass-lined tanks.
3. The city has used Texas Aquastore in the past to perform minor repairs with success.

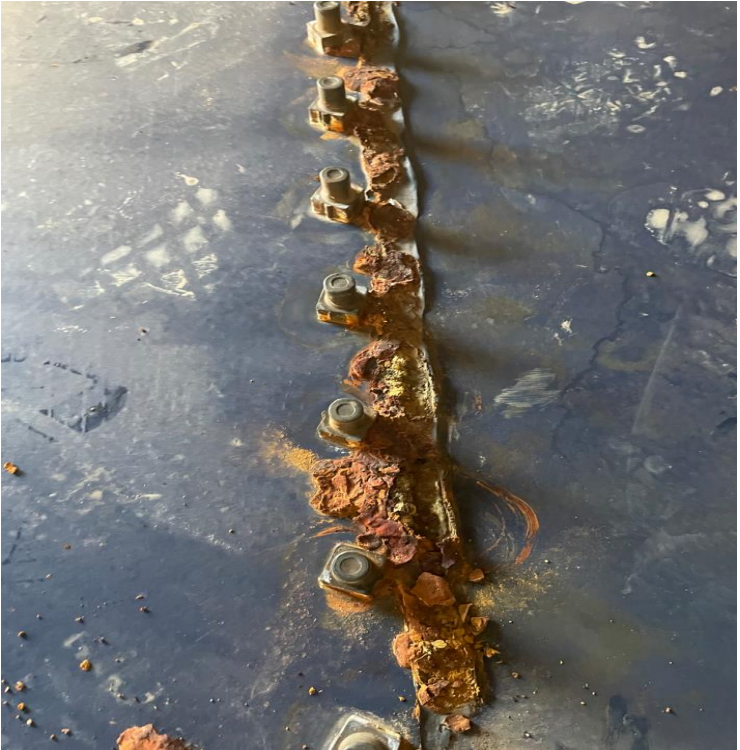
**DISADVANTAGES:**

1. The repairs are an unforeseen cost.

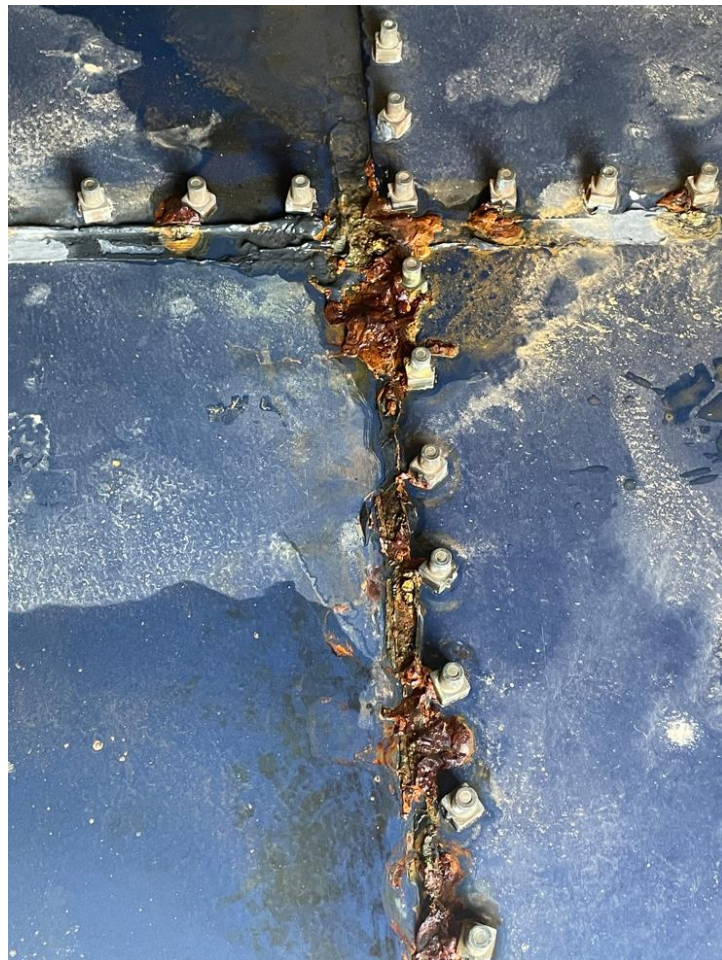
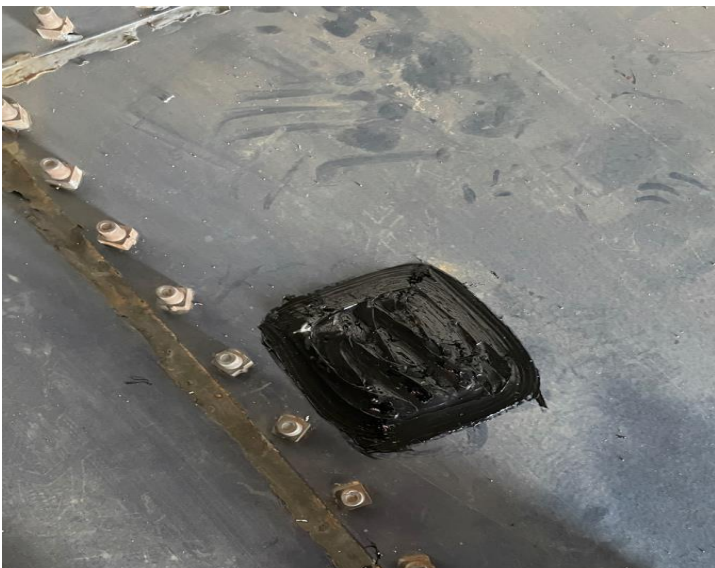
**ATTACHMENTS:**

[2023 01-17 – Lillian Tank Photographs – 2023 01-11](#)  
[2023 01-17 – Texas Aquastore Quote – 2023 01-11](#)  
[2022 01-17 – Authorized Dealer Letter - 2021 02-04](#)













1422 West Houston Street Sherman, Texas 75092

Phone: (903) 870-5000

Fax: (903) 870-5004

**Rev. Stephenville, TX PROPOSAL FLOOR PANELS 01112023-002**

TO: City of Stephenville  
 298 W. Washington  
 Stephenville, TX 76401  
 Attention: Danny Boucher  
 Phone: 254-485-1767  
 Email: dboucher@stephenville.gov  
 Submitted by: *Chad Callahan*

DATE: January 11, 2023  
 PROJECT: Stephenville  
 MIP# 8011818  
 Tank Info: 7632 SFWT  
 TERMS: 50% down payment  
 50% on completion

QUANTITY	We are pleased to quote you on the following material for acceptance within 15 days:	UNIT PRICE	EXTENSION
1	Option No. 1: Material all new floor panels complete with all new hardware & sealer, includes. Note bolts in floor angle will need to be reused.	\$94,516	\$94,516
1	Option No. 2: Labor & Equipment to safely remove damaged floor panels and install new floor panels complete and in place.	\$35,449	\$35,449
1	Mobilization included in above pricing. Freight to the Jobsite included in above pricing.  Supplied by Buyer: <ul style="list-style-type: none"> <li>• Tank to be empty and clean of sediments prior to our arrival.</li> <li>• Taxes, TERO Fees, Bonds &amp; permits if required.</li> <li>• Water cleaning and water testing.</li> <li>• Tank Disinfection</li> <li>• Dumpster for Trash Disposal</li> </ul> <p><b>NOTE 1:</b>                      To facilitate the works, the tank must be drained &amp; cleaned out by the Purchaser prior to the arrival of our personnel.</p> <p><b>NOTE 2:</b>                      Proposed scope of work is based on the TA's inspection of the tank exterior and interior and general experience with Aquastore Tanks of similar age and service. TA makes no guarantee that the tank re-caulk will remedy all tank deficiencies. If scraping of sealer from panel edges exposes damage</p>	TOTAL	\$129,965

	<p>to any sidewall panel that TA determines cannot be repaired by patching and requires panel replacement instead, TA will advise Buyer of the additional cost to supply replacement panel(s). If during the course of performing the Seller's scope of work, other damage to the tank shell is revealed, TA will notify the Buyer's designated project coordinator to discuss the extent of additional work and cost. Additional repairs will not be performed unless Buyer agrees to any added cost proposed by TA. Depending on the scope of any additional repairs, TA will advise Buyer whether the repairs can be made promptly or will require remobilization.</p> <p><b>NOTE 3:</b> Mobilization to cover travel to and from site from our Sherman office will be charged for each trip. Mobilization will be charged and invoiced to the Purchaser if Purchaser cancels the inspection unless TA is notified at least 7 days prior to the scheduled arrival of TA personnel.</p> <p><b>NOTE 4:</b> Price is valid for acceptance for 30 days from the date of this Proposal.</p>		
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Accepted for the purchaser: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_\_

Scheduling of the job may be affected based on the regulations established by the Governor's office concerning COVID-19 guidelines.

Any and all required permits (confined space, building, work, etc.) are to be furnished by others. All Texas Aquastore employees are confined space trained. Any disinfection process will be performed by others and is not the responsibility of Texas Aquastore Inc.

This quotation is based on non-prevailing wages and is valid for sixty days. Any applicable taxes are not included. Payment is due at the time of invoice. Texas Aquastore general terms and conditions will apply.

Any disinfection process will be performed by others and is not the responsibility of Texas Aquastore Inc.

Payment Schedule for the above work:

- 50% of contract amount as Down Payment with signed Purchase Order.
- 50% of contract amount do on completion.

It is the responsibility of others to provide 360° access around the tank in order to utilize a man lift.

While the work is being performed the tank would have to be taken offline, the water level set at a requested height, and that same height maintained while the work is performed.

While on site, any magnesium sacrificial anodes found to have less than 50% life remaining; can be replaced by Texas Aquastore for an additional \$600 each.

While on site, any zinc sacrificial anodes found to have less than 50% life remaining; can be replaced by Texas Aquastore for an additional \$600 each.

Thank you for selecting Texas Aquastore as your water storage provider. We pride ourselves on quality and customer service. As part of our commitment to the customer, we are going to great lengths to ensure your job continues to move forward despite the COVID related delays pertaining to material supply.

travel restrictions. In order to continue forward on our jobs that require COVID testing and quarantines, Texas Aquastore will agree to test and quarantine our builders when required and charge the Buyer for these costs per the Rate Sheet below.

As a reminder, the contract price and scope of work does not factor in possible schedule delays or extra costs associated with COVID-19 pandemic as the scope of this potential impact was unknown at bid time. It is reasonable to expect that the pandemic may have adverse impact in available labor and materials due to policies limiting travel, requiring social distancing, and self-isolation. Therefore, to the extent permitted by our contract to claim against a Force Majeure event, we reserve all rights to (1) an extension of time based upon any delay to the project caused by COVID-19; (2) additional compensation based upon unforeseen costs incurred related to materials, labor, or mobilization caused by COVID-19. While we provide this notice as a precaution, we assure you that we are doing everything in our power to avoid delays or increased costs to the project, while remaining compliant with the health and safety directions, guidelines, and requirements issued by local municipalities, and governments.

#### ACKNOWLEDGMENT

- a. Acknowledge order immediately by returning duplicate signed by authorized representative.
- b. The entire agreement between the parties consists of the Purchase Order and any documents incorporated by referenced as stated herein and no other acceptance or acknowledgment or other conditions will apply. Amendments, if any, will be made in writing by agreement only and must be signed by both parties.
- c. Failure to secure all necessary licenses, permit, etc., shall be reason for penalty, back charge or cancellation.
- d. In the event Vendor/Subcontractor fails to acknowledge this Purchase Order in accordance with the provisions hereof within ten (10) days from date of Purchase Order, then it shall be deemed canceled, null and void, and incorporated at Contractor's option.

#### 2. SHIPPING

All deliveries must be during regular working hours maintained at the jobsite. No layover time will be paid by Contractor. All shipping charges will be prepaid by Vendor/Subcontractor unless specifically noted to the contrary.

#### 3. PERFORMANCE

Except where specifically noted, Vendor/Subcontractor at his expense shall provide all labor, equipment, tools, and materials necessary to provide the finished product described in this Purchase Order. Orders should be delivered complete and no backorders are acceptable. Vendor/Subcontractor shall immediately notify Contractor of any backordered items. Any added expenses incurred from backordered or omitted items shall be the obligation of the Vendor/Subcontractor. Contractor shall have the option of canceling without penalty any portion of this Purchase Order that is backordered or not delivered for any reason.

#### 4. QUALITY AND DESIGN OF PRODUCT OR SERVICES

Vendor/Subcontractor shall furnish at his expenses any samples, shop drawings, certificates, affidavits, reports, test results or any other written or physical data that may be required by Contractor for the proper acceptance performance hereunder.

#### 5. OWNER APPROVAL

In accordance with the principal contract, this Purchase Order is subject to the approval of the Owner. In the event the Owner disapproves Vendor/Subcontractor for any cause whatsoever, this Purchase Order will immediately become null and void and neither party will have any claim as against the other.

#### 6. INSURANCE

Prior to providing any work or materials, Vendor/Subcontractor will obtain the following insurance and furnish the Contractor with certificates, evidencing it, covering the period Vendor/Subcontractor is performing hereunder, to wit:

- a. Worker's Compensation insurance in accordance with law and Employer's Liability Insurance with the requirements of the principal contract and/or applicable state law or other constituted authority.
- b. Comprehensive Public Liability insurance including protection of Contractor against claims arising out of Vendor/Subcontractor operations. Vendor/Subcontractor shall save and hold Contractor harmless from any and all such claims. Required limits of liability are Bodily Injury - \$500,000/\$1,000,000; Property damage - \$1,000,000 each occurrence.
- c. Comprehensive Automobile Liability Insurance with required limits of liability to be same as limits in (b) above.
- d. Products and completed operations hazard insurance.
- e. All of the above insurance shall provide that the same may not be canceled or charged without ten days prior written notice to the Contractor by certified mail. In the event Vendor/Subcontractor fails to carry the Insurance specified herein above the Contractor may obtain such insurance, charge it to the Vendor/Subcontractor who agrees to furnish all necessary information. Vendor/Subcontractor agrees that the provisions set forth in this paragraph shall be imposed upon, assumed and performed by each of its sub-vendors, sub-sub-vendors, and sub-sub-contractors.

#### 7. CHARGES AND/OR EXTRAS

- a. No changes as to quantities, descriptions, prices, extent of service, etc. shall be made, nor will any charge for extras be allowed unless it has been authorized in writing by Contractor. No charge will be allowed for freight express, cartage, demurrage or other transportation or storage unless agreed to and specified in this order. The amount of this Purchase Order shall include and therefore shall not be increased on account of any charges in the cost of any material, labor, freight storage, existing or future taxes or other charges.
- b. The Contractor may at times, issue written orders to the Vendor/Subcontractor making changes in adding to or subtracting from work to be performed hereunder. The Vendor/Subcontractor shall not deviate from, add to, delete from or make changes in the work required to be performed hereunder, unless so directed by prior written order from Contractor signed by its project manager. Contractor and Vendor/Subcontractor shall negotiate and endeavor to agree in writing to any change in time of performance or in the amount to be paid or the credit to the allowed under this agreement. In the event Contractor and Vendor/Subcontractor are unable to agree, Vendor/Subcontractor nevertheless shall and hereby agrees to proceed with performance as ordered. The questions of change in the amount to be paid or time of performance shall be submitted in the form, manner and within such time as it will enable Contractor to make timely claim thereof from the Owner as prescribed for the presentation of such claim or disputes in the principal contract. If no additional time or compensation is required by Vendor/Subcontractor in writing within 48 hours after receipt of a particular order from Contractor making changes in or adding to work or after a dispute as to work included with is Purchase Order. It shall be construed that there is no additional time or compensation requested or required. In addition, the order will be fully complied with and/or work performed by the Vendor/Subcontractor without any extension or time or additional compensation.

#### 8. COMPLIANCE WITH THE LAW

- a. Vendor/Subcontractor shall comply with all applicable Federal, State, and Local laws and regulations.
- b. Vendor/Subcontractor shall secure and pay for all necessary permits in connection with its work.
- c. This Purchase Order shall take effect and be construed in accordance with the laws of the State of Florida applicable to agreements to be performed with the State, even if the goods or services ordered hereby may be shipped from or delivery is made in, another State or Country.

d. If any controversy shall arise under this contract, and there is not provision for resolution in the General Contract, then either party hereby may demand arbitration by reference to a Board of Arbitration. It should consist of one person selected by Subcontractor, these two to select a third, and in case these two shall fail to select a third within three days, he shall be named by Architect or his authorized representative. In case either party fails to name an arbitrator within three days after requested to do so, the Engineer, or his authorized representatives, shall name an arbitrator to represent the party so failing to name one. The written decision of any two of this Board shall be final and binding on both parties hereto. Each party shall pay one-half of the expense of arbitration.

9. LIENS AND INDEMNIFICATION: PROOF OF PAYMENT

Vendor/Subcontractor shall give Contractor such proofs, affidavits, releases or other documents reasonably required by Owner or Contractor's counsel evidencing the status of the accounts between Vendor/Subcontractor and Contractor and the status of the accounts between Vendor/Subcontractor and any subcontractor, sub-sub-contractor, material, men or laborer performing labor or services and/or delivering materials in and about the work labor, services and/or material to be provided by Vendor/ Subcontractor under this Purchase Order, which Contractor may require to assist Contractor in meeting requirements of the Mechanics Lien Law of the State of Florida and the Contractor's contract with the Owner to allow or entitle Contractor to a periodic or final payment under the principal contract.

Scheduling of the job may be affected based on the regulations established by the Governor's office concerning COVID-19 guidelines.

Any and all required permits (confined space, building, work, etc.) are to be furnished **by others**. All Texas Aquastore employees are confined space trained. Any disinfection process will be performed **by others** and is not the responsibility of Texas Aquastore Inc.

This quotation is based on **non-prevailing** wages and is valid for sixty days. Any applicable taxes are not included. Payment is due at the time of invoice. Texas Aquastore general terms and conditions will apply.

Any disinfection process will be performed **by others** and is not the responsibility of Texas Aquastore Inc.

**Payment Schedule for the above work:**

**50% of contract amount as Down Payment with signed Purchase Order**  
**50% of contract amount do on completion**

It is the responsibility **of others** to provide 360° access around the tank in order to utilize a man lift.

While the work is being performed the tank would have to be taken off line, the water level set at a requested height, and that same height maintained while the work is performed.

While on site, any sacrificial anodes found to have less than 50% life remaining; can be replaced by Texas Aquastore for an additional \$450 each.

*"If, during the performance of this contract, the price of an input significantly increases, the price of shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in input price exceeding 2% experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of is delayed, through no fault of contractor, as a result of the shortage or unavailability of an input, contractor shall not be liable for any additional costs or damages associated with such delay(s)."*

February 4, 2021

Attention: To Whom It May Concern

Subject: CST Storage – Reference Projects Texas Aquastore, Inc.

CST Storage Company markets their Aquastore® Glass Fused to Steel tank through an Authorized Dealer Network. This helps to ensure the customer receives the highest quality installed tank available.

Texas Aquastore, Inc. is our exclusive authorized Municipal and Industrial Aquastore® sales dealer and installer in the state of Texas, Oklahoma, Arkansas, New Mexico, Arizona, and Nevada.

As part of the Aquastore® tank warranty and maintenance, Texas Aquastore, Inc. erection crews are factory trained and certified to install Aquastore® Glass Fused to Steel water and wastewater storage tanks per the manufacturer's required specifications and procedures.

If you have any questions regarding the dealer certified erection crews and/or erection procedures, please contact Texas Aquastore, Inc. directly or CST Storage.

**Texas Aquastore, Inc.**

1422 West Houston Street

Sherman, TX 75092

Phone: (903) 870-5000

Fax: (903) 870-5004

Website: <http://texas-aquastore.com>

Sincerely,

Chris Forbes  
Manager of Inside Sales

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CST Industries, Inc.

World Headquarters, 903 E 104<sup>th</sup> Street, Suite 900 | Kansas City, MO 64131 USA

Phone 844-44-TANKS | Fax 913.621.2145

[www.cstindustries.com](http://www.cstindustries.com)



# STAFF REPORT



**SUBJECT:** ITB 3315 – Pickup Trucks  
**MEETING:** Special Council Meeting – 17 JAN 2023  
**DEPARTMENT:** Finance  
**STAFF CONTACT:** Tricia Wortley

## RECOMMENDATION:

Staff recommends award for twelve (12) Pickups to Bruner Motors of Stephenville, Texas as follows:

- Fire Dept – two (2) Dodge ½-ton crew cab 4x4 trucks with towing package and side nerf bars, \$42,214.42 each
- Police Dept – five (5) Dodge ½-ton crew cab trucks with no optional equipment, \$40,567.50 each
- Development Services – one (1) Dodge ½-ton crew cab truck with no optional equipment, \$40,567.50
- Public Works – three (3) Dodge ½-ton crew cab 4x4 trucks with towing package, light strobes, rhino lining, tool box, and headache rack, \$44,516.79 each
- Landfill – one (1) Chevrolet ¾-ton 4 door truck with towing package and amber light bar, \$43,933.09

## BACKGROUND:

Bids were solicited and opened on December 14, 2022.

## FISCAL IMPACT SUMMARY:

All of the general fund vehicles will be financed and the action for the financing will be taken as a separate item.

Below is a tabulation of bids for the project.

Item	Description	Unit	Bayer Motor Company	Bruner Motors ½-Ton Chevrolet	Bruner Motors ½-Ton Ram	Bruner Motors ¾-Ton Chevrolet	Grapevine Chrysler Jeep Dodge
1	½-Ton Double Cab Pickup	1	\$ 34,295.00	\$ 35,762.00	\$ 35,334.50		\$ 39,285.00
2	½-Ton Crew Cab Pickup	1			\$ 40,567.50		\$ 41,678.00
3	½-Ton Crew Cab Pickup 4x4	1			\$ 40,790.50		\$ 43,147.00
4	¾-Ton 4 Door Pickup	1				\$42,485.41	
	Option 1: Towing Package	1	\$ 545.00	\$ 638.73	\$ 638.73	\$ 960.04	\$ 100.00
	Option 2: Amber Light Bar	1	\$ 595.00	\$ 1,308.75	\$ 1,308.75	\$ 487.64	\$ 850.00
	Option 3: Light Strobes	1	\$ 875.00	\$ 437.55	\$ 437.55		\$ 1,100.00
	Option 4: Rhino Lining	1	\$ 495.00	\$ 616.88	\$ 616.88		\$ 475.00
	Option 5: Tool Box	1	\$ 1,175.00	\$ 1,309.80	\$ 1,309.80		\$ 950.00
	Option 6: Side Step Nerf Bars	1	\$ 395.00	\$ 785.19	\$ 785.19		\$ 545.00
	Option 7: Headache Rack	1	\$ 595.00	\$ 723.33	\$ 723.33		\$ 785.00

**RESOLUTION NO. 2023-R-**

**A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING VEHICLES AND EQUIPMENT.**

WHEREAS the City of Stephenville desires to enter into a certain Financing Agreement, by and between Government Capital Corporation and the City of Stephenville, for the purpose of financing Vehicles and Equipment; and

WHEREAS the City of Stephenville desires to designate this Agreement as a "qualified tax-exempt obligation" of the City of Stephenville for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS the City of Stephenville desires to designate the City Manager as an authorized signer of the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STEPHENVILLE:**

SECTION 1.

That the City of Stephenville enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring Vehicles and Equipment.

SECTION 2.

That the Financing Agreement, by and between the City of Stephenville and Government Capital Corporation is designated by the City of Stephenville as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

SECTION 3.

That the City of Stephenville designates the City Manager, as an authorized signer of the Financing Agreement, by and between the City of Stephenville and Government Capital Corporation.

SECTION 4.

That should the need arise, if applicable, the City will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

**PASSED AND APPROVED** this the 17<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

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Reviewed by Jason M. King,  
City Manager

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Randy Thomas, City Attorney  
Approved as to form and legality



**GOVERNMENT CAPITAL**  
CORPORATION

January 13, 2023

Mrs. Monica Harris  
Stephenville City Hall  
254-918-1211  
mharris@stephenvilletx.gov

Dear Mrs. Harris,

Thank you for the opportunity to present proposed financing for City of Stephenville. I am submitting for your review the following proposed structure:

ISSUER:	City of Stephenville, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 327,833.84
TERM:	5 Annual Payments
INTEREST RATE:	4.962%
PAYMENT AMOUNT:	\$ 73,863.54
PAYMENTS BEGINNING:	6 months from signing, annually thereafter

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Stephanie Cates*

Stephanie Cates  
SVP Client Services  
Main: 817-421-5400