



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, December 07, 2021 at 5:30 PM

AGENDA

CALL TO ORDER

PLEDGES OF ALLEGIANCE

INVOCATION

PRESENTATIONS AND RECOGNITIONS

1. Donation Presentation by Keep Stephenville Beautiful

CITIZENS GENERAL DISCUSSION

REGULAR AGENDA

2. Consider Initiation of the Abandonment of an 8-foot Alleyway Located in Block 8 of the City Addition of the City of Stephenville
3. Consider Award of the Airport Pump Station Expansion Project to Red River Construction Company

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

4. PUBLIC HEARING

Case No.: SV2021-006

Applicant is Requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* at 331 Choctaw, Parcel No. R34558, being Lot 4 of the Trotter Addition to the City of Stephenville, Erath County, Texas

5. Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* at 331 Choctaw, Parcel No. R34558, being Lot 4 of the Trotter Addition to the City of Stephenville, Erath County, Texas

6. PUBLIC HEARING

Case No.: SV2021-007

Applicant is requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* to be constructed at 250 S. Dale, Parcel No. R77244, being Lot 3 of the Trotter Addition to the City of Stephenville, Erath County, Texas.

7. Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* to be constructed at 250 S. Dale, Parcel No. R77244, being Lot 3 of the Trotter Addition to the City of Stephenville, Erath County, Texas.

8. PUBLIC HEARING

Case No.: SV2021-008

Applicant is requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* to be constructed at 250 S. Dale, Parcel No. R77244, being Lot 3 of the Trotter Addition to the City of Stephenville, Erath County, Texas

9. Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.04.M(1) - *Curb and Gutter Options* to be constructed at 250 S. Dale, Parcel No. R77244, being Lot 3 of the Trotter Addition to the City of Stephenville, Erath County, Texas

10. PUBLIC HEARING

Case No.: SV2021-009

Applicant is requesting a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* at 244 S. Dale, Parcel No. R77243, being Lot 2 of the Trotter Addition to the City of Stephenville, Erath County, Texas

11. Consider Approval of a Waiver from the City of Stephenville Code of Ordinances Section 155.6.11 – *Sidewalks* at 244 S. Dale, Parcel No. R77243, being Lot 2 of the Trotter Addition to the City of Stephenville, Erath County, Texas

12. PUBLIC HEARING

Case No.: SV2021-010

Applicant is requesting a Waiver from the City of Stephenville Code of Ordinances, *Section 155.6.04.M.1 – Curb and Gutter Options*, to be constructed at 244 S. Dale, Parcel R77243, being Lot 2 of the Trotter Addition to the City of Stephenville, Erath County, Texas

13. Consider Approval of a Waiver from the City of Stephenville Code of Ordinances, *Section 155.6.04.M.1 – Curb and Gutter Options*, to be constructed at 244 S. Dale, Parcel R77243, being Lot 2 of the Trotter Addition to the City of Stephenville, Erath County, Texas

14. PUBLIC HEARING

Case No.: FP2021-001

Applicant is Requesting Approval of a Final Plat for the Following Properties Located at 2241 W Tarleton in the City of Stephenville, Erath County, Texas: **Parcel No. R30333**, being Lot 8E, Block 139 of City Addition; **Parcel No. R30330**, being Lot 2, Block 3, of the Kaylie Subdivision; **Parcel No. R73194**, being Lot 1, Block 3, of the Kaylie Subdivision

15. Consider Approval of a Final Plat for the Following Properties Located at 2241 W Tarleton in the City of Stephenville, Erath County, Texas: **Parcel No. R30333**, being Lot 8E, Block 139 of City Addition; **Parcel No. R30330**, being Lot 2, Block 3, of the Kaylie Subdivision; **Parcel No. R73194**, being Lot 1, Block 3, of the Kaylie Subdivision

16. PUBLIC HEARING

Case No.: RZ2021-018

Applicant is Requesting a Rezone of the Property Located at located at 683 W. Tarleton, Parcel No. R29685, being Block 3, Lots 1B and 2B (parts of), and Lot 12 of the Park Place Addition and Block 69 Lot 4B (part of) of the City Addition of the City of Stephenville, Erath County, Texas, from Retail and Commercial Business District (B-2) to Single Family Residential District (R-1)

17. Consider Approval of an Ordinance Rezoning the Property Located at located at 683 W. Tarleton, Parcel No. R29685, being Block 3, Lots 1B and 2B (parts of), and Lot 12 of the Park Place Addition and Block 69 Lot 4B (part of) of the City Addition of the City of Stephenville, Erath County, Texas, from Retail and Commercial Business District (B-2) to Single Family Residential District (R-1)

18. PUBLIC HEARING

Case Nos.: PD2021-003, 2021-004 and 2021-005

Applicant is Requesting a Rezone of the Following Properties Located in the City of Stephenville, Erath County, Texas, from Retail and Commercial Business District (B-2) to Planned Development District (PD): **817 W. Washington**, Parcel No. 29583, being Block 62, Lots 6A, 7, 14 (part of), and 17 of the City Addition; **855 and 865 W. Washington**, Parcel No. R29581, being Block 62, Lots 4, 5 (part of), and 6B) of the City Addition; **873 W. Washington**, Parcel No. R29580, being Block 62, Lot 3 of the City Addition

19. Consider Approval of an Ordinance Rezoning the Following Properties Located in the City of Stephenville, Erath County, Texas, from Retail and Commercial Business District (B-2) to Planned Development District (PD): 817 W. Washington, Parcel No. 29583, being Block 62, Lots 6A, 7, 14 (part of), and 17 of the City Addition; 855 and 865 W. Washington, Parcel No. R29581, being Block 62, Lots 4, 5 (part of), and 6B) of the City Addition; 873 W. Washington, Parcel No. R29580, being Block 62, Lot 3 of the City Addition

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, Chair

[20.](#) Committee Report - November 16, 2021

21. Consider Approval of a Request for Hotel Occupancy Tax Funds for the Buckle & Bugs Festival

PUBLIC WORKS COMMITTEE

Alan Nix, Chair

[22.](#) Committee Report - November 16, 2021

23. Consider Approval of a Professional Services Agreement for the FY 2021-2022 Sanitary Sewer Basin 1 Evaluation Survey

PUBLIC HEALTH AND SAFETY COMMITTEE

Brady Pendleton, Chair

[24.](#) Committee Report - November 16, 2021

NOMINATIONS COMMITTEE

Gerald Cook, Chair

[25.](#) Committee Report - November 30, 2021

[26.](#) Consider Approval of an Ordinance Amending the City of Stephenville Code of Ordinances, Chapter 32, Article I, Section 32.01 *Airport Advisory Board - Membership*

27. Consider Approval of Appointments to Citizen Boards and Commissions

FINANCE COMMITTEE

Justin Haschke, Chair

[28.](#) Committee Report - November 16, 2021

[29.](#) Consider Approval of the System Purchase Agreement/Pricing Summary between the City of Stephenville and L3Harris Technologies, Inc.

FINANCIAL REPORTS

[30.](#) Monthly Budget Report for the Period Ending October 31, 2021

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

CONSENT AGENDA

[31.](#) Approval of Minutes - Regular City Council Meeting - November 2, 2021

[32.](#) Approval of Minutes - Special City Council Meeting - November 9, 2021

- [33.](#) Approval of Minutes - Special City Council Meeting - November 16, 2021
- [34.](#) Approval of Interlocal Agreement for Cooperative Purchasing Program
- [35.](#) Approval of Emergency Management Plan Update
- [36.](#) Approval of a Resolution Accepting the GLO Groesbeck Drainage Improvements Project

COMMENTS BY CITY MANAGER

COMMENTS BY COUNCIL MEMBERS

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

- 37. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in the John B. Dupuy Survey
- 38. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in the City Addition
- 39. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in the City Addition
- 40. Section 551.087 Deliberation Regarding Economic Development Negotiations** - Project Hay
- 41. Section 551.087 Deliberation Regarding Economic Development Negotiations** - Project Blue

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.

RESOLUTION NO. 2021-R-03

A RESOLUTION AUTHORIZING CITY STAFF TO PREPARE THE PROCEDURES FOR ABANDONING AN 8-FOOT ALLEYWAY LOCATED IN BLOCK 8 OF THE CITY ADDITON OF THE CITY OF STEPHENVILLEAND TO PRESENT SAME TO THE PLANNING AND ZONING COMISSION AND CITY COUNCIL FOR ACTION AND TO PLAN FOR THE SALE OF SAID CLOSED STREET AS PROVIDED IN SECTION 95 CODE OF ORDINANCES AND CHAPTER 311 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Stephenville has the authority under Section 95 of its Code Of Ordinances to abandon and sell alleyways within its jurisdiction; and

WHEREAS, The City has deemed it necessary for future City development to abandon an alleyway located in Block 8 of the City Addition of the City of Stephenville, Texas; and

WHEREAS, The City Council has the authority and desire to initiate action to facilitate said abandonment and sale; and

WHEREAS, It is appropriate for City staff to prepare the procedures for said abandonment and sale and to present same to the Planning and Zoning Commission and City Council;

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

That the City staff is authorized to prepare the procedures for abandoning an alleyway as described above and to present same to the Planning and Zoning Commission and the City Council for action and to plan for the sale and of said closed street.

PASSED and APPROVED this 7th day of December, 2021.

Doug Svien, Mayor

Attest:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

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

8' x 94' Allyway
To be abandoned
City Addition, Block 8

Item 2.



COLUMBIA

COLLEGE

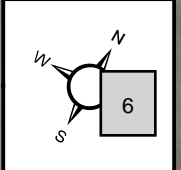
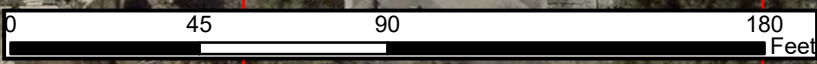
BELKNAP

MCNEILL

Legend

• Addresses

□ Parcels



The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either expressed or implied.

Public Works
STAFF REPORT



SUBJECT: Airport Pump Station Expansion Project
MEETING: Council Meeting – 07 DEC 2021
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends award of the Airport Pump Station Expansion Project bid to Red River Construction Company from Wylie, Texas in the amount of \$3,797,061.50.

BACKGROUND:

On November 22, 2021, the City of Stephenville opened bids for the above referenced project. Two (2) bids were received with Red River Construction Company of Wylie, TX identified as the lowest responsive bidder.

PROJECT:

The project provides a new 1,000,000 gallon ground storage tank (GST), a new pump station with piping, valves, and equipment at the Airport Pump Station in preparation for development of the 536 Well Field. The GST and pump station will provide the state-required water storage and will offset and allow for the decommissioning of the 750,000 gallon Paddock GST.

Red River Construction Company has performed many projects with similar, as well as much larger scopes with success. A favorable recommendation, copy attached, has been received from Provenance Engineering, the design Engineering firm of Record.

FISCAL IMPACT SUMMARY:

Project funding was not specifically appropriated in the adopted FY21-22 budget. However, previous council (10/04/2021) and committee (09/28/2021) meetings indicated funds received from the American Rescue Plan Act; two tranches of \$2.6 million each, would be used to fund this project. The original Opinion of Probable Construction Cost (OPCC) was \$2.5 million without contingencies and \$3.0 million with contingencies. Items not considered in the original OPCC include provisions for the future expansion and improvements to the existing tank. Conversations with multiple contractors, consultants, and vendors indicate the abundance of work available to contractors coupled with the volatility of the materials market, specifically electrical and piping supplies, and the scarcity of labor lead to the unpredictability of the construction bids. Conversations with the contractor have been initiated to identify any viable value engineering to reduce the project cost, while still providing the bare-bones infrastructure necessary for immediate and future expansion.

In order to secure the bid prices received for materials and labor, it is recommended the contract be awarded for the full base bid amount of \$3,625,061.50 with one of the six alternate bid items (Item 13) \$172,000 to include outlet connection piping on the existing tank for a total amount of \$3,797,061.50.

Bid Opening	BIDDERS	
AIRPORT PUMP STATION EXPANSION PROJECT Date: November 22, 2021 - 2:00 p.m.	Fort Worth Civil Constructors, LLC. Fort Worth, TX	Red River Construction Co. Wylie, TX
TOTAL BASE BID AMOUNT	\$4,096,159.50	\$3,625,061.50
TOTAL BASE BID AMOUNT + ALTERNATES L-P1	\$4,640,699.50	\$4,262,061.50
TOTAL BASE BID AMOUNT + ALTERNATES L-P2	\$4,741,984.50	\$4,357,061.50

ATTACHMENTS:

[Recommendation Letter from Provenance Engineering](#)



December 1, 2021

Mr. Nick Williams, PE, CFM
Director of Public Works
City of Stephenville
298 W. Washington St.
Stephenville, TX 76401

Subject: Airport Pump Station Expansion Project – Bid Award Recommendation

Dear Mr. Williams:

Bids were received Monday, November 22, 2021, and publicly read for the Airport Pump Station Expansion Project. Two general contractors submitted bid proposals with each contractor providing a bid bond. The Provenance Engineering team has reviewed the two bids for conformance and completeness. The detailed bid tabulation is enclosed in Attachment A.

The submitted bid proposal includes a new 1 MG Ground Storage Tank and a new pump station for both the new and existing ground storage tanks. During the design phase, additional infrastructure needs were identified and included in the scope of the project design. These items are as follows:

1. Initial phase of the future pump station including suction piping header, suction laterals, three valve vaults, three pump cans, spare conduits, and the pump station foundation pad
 - a. This work is critical to the current project as the new tank would be undermined and destabilized if excavated and constructed after tank installation. At greater than 20-ft. depth, the work would be cost prohibitive if performed post tank/station construction.
2. New dewatering system, new chemical injection structure, new continuous chlorine monitoring system, new overflow structure, coating of existing tank roof, new piping within the existing tank
 - a. The site evaluation for design includes a geotechnical report that identified site conditions requiring the dewatering system. The chemical injection improvements are to prevent corrosion and protect sensitive equipment. The continuous chlorine monitoring is state-mandated in order to achieve 4-log treatment status and also assists in TCEQ reporting requirements. Alternative bid items were designed for the overflow structure, the existing tank piping replacement, as well as the roof coating. These three items can be addressed at later dates with minimal impact to the site.
3. Replacement of existing assets including the raw water flow meter, finished water flow meter and vault, finished water connection to main, and piping to retain one of the existing pumps to serve as a redundant backup to maintain operations during the work
 - a. The metering items are critical for accurate flow reading measurements. The piping improvements are critical for the current project due to the depth of the excavation immediately adjacent to the structures.



The Engineer's opinion of probable construction cost submitted by Provenance Engineering during the Final Design phase was \$3,023,000.00 with contingencies for the base bid. Red River Construction Company submitted the low bid with a total base bid price of \$3,625,061.50. Six additional bid items were included as alternative bid items in the bid package. Provenance Engineering recommends the city accept only Bid Alternative Item No. 13 for a cost of \$172,000. Alternative Item No. 13 provides outlet piping connecting the existing tank directly to the pump station allowing for full redundant and independent functionality of both tanks with the pump station. Additionally, this work will also ensure the distribution operations are maintained during the construction. The total project cost to the city would be \$3,797,061.50.

Provenance Engineering spoke with Red River Construction Company's owner, Dean Porter, after the bid submission to discuss the cost escalation between the OPCC and the bid. Mr. Porter mentioned three factors contributing to the increase in cost: 1) the increased materials cost due to the accelerated demand for materials and the resulting market conditions significantly increased the bid for yard piping. 2) an increase in excavation cost due to Red River's proposed plan to implement a sheeting and shoring system. 3) the electrical and instrumentation sub-contractor's bids were three times what Mr. Porter expected.

We recommend proceeding with award and construction to avoid additional cost increases due to increased inflationary trends and pressure from an increasingly busy construction marketplace. Should the city proceed, we will have a meeting with city staff and Red River Construction Company to evaluate potential value engineering opportunities before beginning construction on the project.

Red River Construction Company's bid packets are attached in Attachment B. Provenance Engineering conducted phone interviews with various references. Based on our team's discussions, Red River Construction Company's work performance has been favorable on previous projects. It is our recommendation the City of Stephenville enter into contract with Red River Construction Company to perform the Airport Pump Station Expansion project. Please contact me if you have any questions.

Sincerely,

Kent Riker, P.E.
President
Provenance Engineering LLC

Enclosures



Bid Opening: November 22, 2021, at 2:00 p.m.

Item No.	Item Description	Est. Qty	Unit	Unit Price	Bid Amount	
					Red River Construction Co.	Fort Worth Civil
BASE BID ITEMS						
1	Schedule A - Mobilization	1	L.S.	N.A.	\$ 147,700.00	\$ 135,155.00
2	Schedule B - Sitework	1	L.S.	N.A.	\$ 60,000.00	\$ 235,688.00
3	Schedule C - Demolition	1	L.S.	N.A.	\$ 21,000.00	\$ 47,300.00
4	Schedule D - Yard Piping	1	L.S.	N.A.	\$ 512,000.00	\$1,140,967.00
5	Schedule E - Excavation	1	L.S.	N.A.	\$ 570,000.00	\$ 336,888.00
6	Schedule F - New Tank	1	L.S.	N.A.	\$1,200,000.00	\$1,371,973.00
7	Schedule G - New Pump Station	1	L.S.	N.A.	\$ 623,000.00	\$ 455,927.00
8	Schedule H - Chlorine Analyzer at Airport PS	1	L.S.	N.A.	\$ 40,000.00	\$ 16,900.00
9	Schedule I - Electrical and Instrumentation and Controls	1	L.S.	N.A.	\$ 300,000.00	\$ 309,000.00
10	Schedule J - All Other Work	1	L.S.	N.A.	\$ 132,000.00	\$ 27,000.00
11	Schedule K - Pump Control Valves Cash Allowance (CLA-VAL)	1	L.S.		\$ 19,361.50	\$ 19,361.50
TOTAL BASE BID					\$3,625,061.50	\$4,096,159.50
ALTERNATIVE BID ITEMS						
12	Schedule L - Modifications to Existing Tank (Overflow, Stairs, and Appurtenances)	1	L.S.	N.A.	\$ 207,000.00	\$ 150,000.00
13	Schedule M - Modifications to Existing Tank (New Outlet Connection)	1	L.S.	N.A.	\$ 172,000.00	\$ 135,000.00
14	Schedule N - New Inlet Piping inside New Tank and Existing Tank	1	L.S.	N.A.	\$ 158,000.00	\$ 152,400.00
15	Schedule O - Pump Control Valve Hot Box	1	L.S.	N.A.	\$ 40,000.00	\$ 42,440.00
16	Schedule P1 - Rehabilitation of Existing Tank (Cementitious Coating)	1	L.S.	N.A.	\$ 60,000.00	\$ 64,700.00
17	Schedule P2 - Rehabilitation of Existing Tank (Elastomeric Coating)	1	L.S.	N.A.	\$ 155,000.00	\$ 165,985.00
TOTAL ALTERNATIVE BID					\$ 637,000.00	\$ 544,540.00
TOTAL BASE BID PLUS ADDITIVE ALTERNATIVES					\$4,357,061.50	\$4,741,984.50



STAFF REPORT

SUBJECT: Case No.: SV2021-006

Applicant Kevin Maynard, representing Maynard Holdings, Inc., is requesting a Subdivision Waiver from Section 155.6.11 – Sidewalk Requirements, to be constructed at 331 Choctaw, Parcel R34558, being Lot 4 of the Trotter Addition to the City of Stephenville, Erath County, Texas.

DEPARTMENT: Development Services

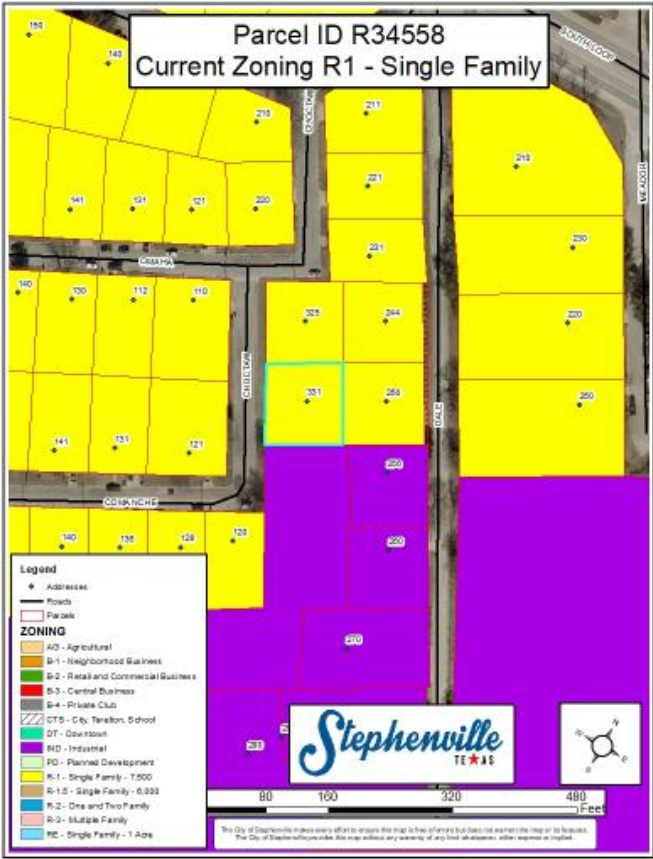
STAFF CONTACT: Steve Killen

RECOMMENDATION:

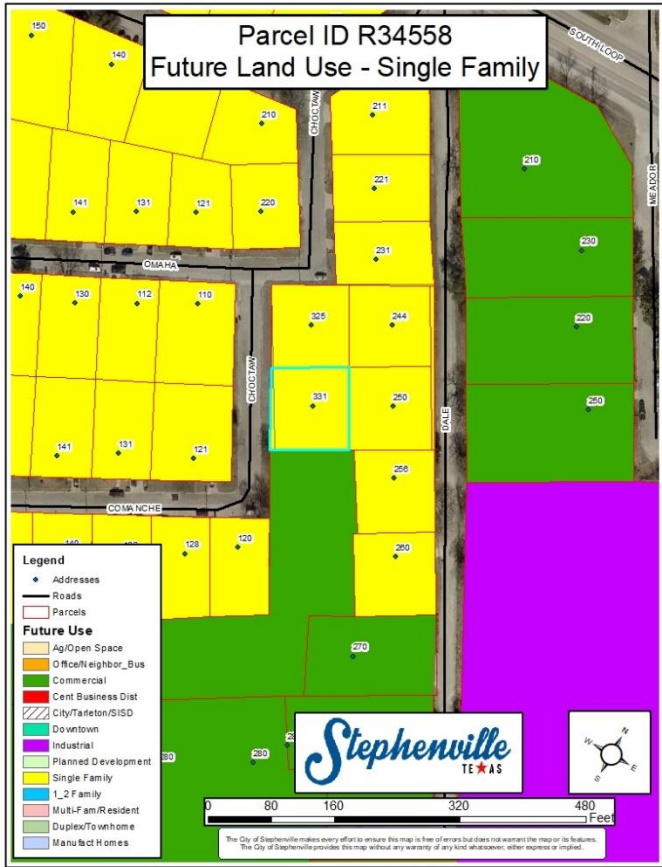
The Planning and Zoning Commission convened on November 17, 2021. The motion to approve the waiver request resulted in a split vote of 3/3. Therefore, the case moved forward with no recommendation to City Council.

BACKGROUND:

CURRENT ZONING:



FUTURE LAND USE:



SUBDIVISION ORDINANCE/SIDEWALKS

Sec. 155.6.11. - Sidewalks.

- A. *Sidewalks and Pedestrian ways are required as a part of Subdivision Plat approval to help the City achieve the following:*
1. Promote the mobility, health, safety, and welfare of residents, property owners, and visitors to the City and to implement objectives and strategies of the Comprehensive Plan,
 2. Improve the safety of walking by providing separation from motorized transportation and improving travel surfaces for pedestrians,
 3. Improve public welfare by providing an alternate means of access to transportation and social interaction, especially for children, other citizens without personal vehicles, or those with disabilities, and
 4. Facilitate walking as a means of physical activity recognized as an important provider of health benefits.
- B. *Sidewalk Location and Design.*
1. Sidewalks shall be constructed for both sides of all streets within the Subdivision.
 2. Sidewalks shall be constructed along all lots adjoining dedicated streets, along Major Arterial/Thoroughfare Streets where lots do not adjoin the street, across power line easements and in other areas where pedestrian walkways are necessary.
 3. Routing to clear poles, trees or other obstacles shall be subject to City Administrator approval.
 4. The Plat or Construction Plans shall show the location of all proposed sidewalks and shall state at what stage of the project they will be constructed.
 5. All sidewalks shall conform to Federal Americans with Disabilities Act (ADA) requirements and barrier-free ramps should be provided for access to the street.
- C. *Sidewalk General Construction.*
1. Sidewalks shall be constructed by Class "A" concrete and shall have a width of not less than five (5) feet and a minimum thickness of four (4) inches.
 2. Sidewalks along Major Arterial/Thoroughfare Streets shall be no less than six feet (6') in width.
 3. Sidewalks adjacent to screening and retaining walls shall be five (5') feet in width and shall abut the wall, eliminating the landscape area found along the wall, thereby reducing maintenance.
 4. Sidewalks shall be constructed one foot (1') from the property line within the street or Major Arterial/Thoroughfare Street Right-of-Way and shall extend along the full street frontage including both sides of corner lots and block ends.
 5. Construction of sidewalks adjacent to curbs will be considered where driveway entrances are constructed from the rear of lots on each side of the street for the full length of the block or where mountable curbs are installed. In these instances, the sidewalks shall be a minimum of five feet (6') wide.
 6. Sidewalk construction may be delayed until development of lots, but in locations not adjacent to lots and across bridges and culverts, the sidewalk shall be constructed with the other improvements to the Subdivision.
- D. *Sidewalks in Nonresidential Areas.* Sidewalks in nonresidential areas shall be a minimum width of five feet (6') or extend from the back of the curb to the building line as required by the City.

SUBDIVISION ORDINANCE/WAIVER REQUESTS

Sec. 155.7.01. - Petition for subdivision waiver.

- A. *Purpose.* The purpose of a petition for a Subdivision Waiver to a particular standard or requirement with these Subdivision Regulations, as such are applicable to Plats or Construction Plans, is to determine whether such particular standard or requirement should be applied to an Application.

- B. *Definitions.* Subdivision Waivers shall be classified as a Minor Subdivision Waiver or Major Subdivision Waiver.
- C. *Decision-Maker.*
 - 1. *Minor Subdivision Waiver.*
 - a. *Decision-Maker Authority.*
 - i. The City Administrator shall act upon a Minor Subdivision Waiver listed in Table 8.
 - b. *Appeal of a Minor Subdivision Waiver Decision.*
 - i. *Appeal Review and Recommendation.* An appeal of the Minor Subdivision Waiver decision may be considered by the Commission.
 - ii. *Appeal Decision.* If further appeal is made, the City Council shall then act on such an appeal. (See 7.01.J Minor Subdivision Waiver Appeal)

Table 8: Minor Subdivision Waiver		
Section	Standard	City Administrator
3.01.B	Waiver of Application Information	Approve
6.06.N	Dead-End Alleys	Approve
6.10.D	Right Angles for Side Lot Lines	Approve
6.05.D	Traffic Impact Analysis	Approve
6.13.A.5	Water Lines Extended to Subdivision Borders	Approve
6.14.A.5	Wastewater Lines Extended to Subdivision Borders	Approve

- 2. *Major Subdivision Waiver.*
 - a. *Decision Maker Authority.* After review and recommendation from the Commission, the City Council shall decide a Major Subdivision Waiver.
- D. *Subdivision Waiver Applicability.*
 - 1. *Waiver of Standard or Requirement.*
 - a. An Applicant may request a Subdivision Waiver of a particular standard or requirement applicable to a Preliminary Plat, to Construction Plans, or where no Preliminary Plat Application has been submitted for approval, to a Final Plat or a Replat.
 - b. A Subdivision Waiver petition shall be specific in nature, and shall only involve relief consideration for one particular standard or requirement.
 - c. An Applicant may, if desired, submit more than one Subdivision Waiver petition if there are several standards or requirements at issue.
 - d. For processing a Subdivision Waiver in relationship with a Plat Application, an Applicant shall submit a Waiver of Right to 30-Day Action in accordance with 3.03.D Waiver of Right to 30-Day Action.
 - 2. *Waiver Petition Acceptance.*
 - a. A petition for a Subdivision Waiver shall not be accepted in lieu of:
 - i. A Subdivision Proportionality Appeal (7.02); or

- ii. A Subdivision Vested Rights Petition (7.03).
- b. If there is a question as to whether a Subdivision Proportionality Appeal or Subdivision Vested Rights Petition is required instead of a Subdivision Waiver petition, such determination shall be made by the City Administrator.

E. *Subdivision Waiver Submission Procedures.*

1. *Written Waiver Request with Application.*

- a. A request for a Subdivision Waiver shall be submitted in writing by the Applicant with the filing of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.
- b. No Subdivision Waiver may be considered or granted unless the Applicant has made such written request.

2. *Grounds for Waiver.*

- a. The Applicant's request shall state the grounds for the Subdivision Waiver request and all of the facts relied upon by the Applicant.
- b. Failure to do so, will result in denial of the Application unless the Applicant submits a Waiver of Right to 30-Day Action in accordance with 3.03.D Waiver of Right to 30-Day Action.

F. *Subdivision Waiver Criteria.*

- 1. *Undue Hardship Present.* A Subdivision Waiver to regulations within this Subdivision Ordinance may be approved only when, in the Decision-Maker's opinion, undue hardship will result from strict compliance to the regulations.
- 2. *Consideration Factors.* The Decision-Maker shall take into account the following factors:
 - a. The nature of the proposed land use involved and existing uses of the land in the vicinity;
 - b. The number of persons who will reside or work in the proposed development; and
 - c. The effect such Subdivision Waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.
- 3. *Findings.* No Subdivision Waiver shall be granted unless the Decision-Maker finds:
 - a. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the Applicant of the reasonable use of his or her land; and
 - b. That the Subdivision Waiver is necessary for the preservation and enjoyment of a substantial property right of the Applicant, and that the granting of the Subdivision Waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and
 - c. That the granting of the Subdivision Waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Subdivision Ordinance.
- 4. *Intent of Subdivision Regulations.*
 - a. A Subdivision Waiver may be granted only when in harmony with the general purpose and intent of the Subdivision Ordinance so that the public health, safety and welfare may be secured and substantial justice done.
 - b. Financial hardship to the Applicant shall not be deemed to constitute undue hardship.
- 5. *Minimum Degree of Variation.* No Subdivision Waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the Applicant.
- 6. *Violations and Conflicts.* The Decision-Maker shall not authorize a Subdivision Waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the City.
- 7. *Falsification of Information.*
 - a. Any falsification of information by the Applicant shall be cause for the Subdivision Waiver request to be denied.

- b. If the Subdivision Waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the Subdivision Waiver, and shall be grounds for reconsideration of the Subdivision Waiver request.

G. Burden of Proof. The Applicant bears the burden of proof to demonstrate that the requirement for which a Subdivision Waiver is requested, if uniformly applied, imposes an undue hardship or disproportionate burden on the Applicant. The Applicant shall submit the burden of proof with the original submittal.

H. Subdivision Waiver Decision.

1. The Decision-Maker shall consider the Subdivision Waiver petition and, based upon the criteria set forth in 7.01.F Subdivision Waiver Criteria, shall take one of the following actions:
 - a. Deny the petition, and impose the standard or requirement as it is stated in this Subdivision Ordinance; or
 - b. Grant the petition, and waive in whole or in part the standard or requirement as it is stated in this Subdivision Ordinance.
2. Decision Process for a Minor Subdivision Waiver. The Decision-Maker shall deny or grant a request for a Minor Subdivision Waiver concurrently with the decision of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.
3. Decision Process for a Major Subdivision Waiver.
 - a. Recommendation of the Planning and Zoning Commission.
 - i. The Commission shall consider the Major Subdivision Waiver request at a public meeting no later than thirty (30) calendar days after the date on which the notice of Major Subdivision Waiver is submitted to the City Administrator.
 - ii. The Commission shall recommend to the City Council to approve or deny a request for a Major Subdivision Waiver by majority vote.
 - b. Decision by City Council.
 - i. After the recommendation from the Commission has been made, the City Council shall consider the Major Subdivision Waiver request at a public meeting no later than thirty (30) calendar days after the date on which the Commission's recommendation was made.
 - ii. The City Council may or shall approve or deny a request for a Major Subdivision Waiver by a vote of all members.
 - iii. The decision of the City Council is final.
- I. *Notification of Decision on Petition—14 Days.* The Applicant shall be notified of the decision on the Subdivision Waiver by the applicable Decision-Maker (e.g., the City Administrator, Commission or City Council, as applicable), within fourteen (14) calendar days following the decision.

J. Minor Subdivision Waiver Appeal.

1. *Initiation of an Appeal.*
 - a. The Applicant may appeal a Minor Subdivision Waiver decision of the City Administrator, as allowed within the Subdivision Ordinance.
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 - b. At this meeting, new information may be presented and considered, if available, that might alter the previous decision to deny the Minor Subdivision Waiver.
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FACTORS TO CONSIDER:

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
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- Size and Location of Parcel - is land large enough and in proper location for proposed use?
- Reasonable Use of Property - does proposed change provide reasonable use of property?
- Zoning has great discretion - deny if applicant has not proven it is in the best interest of City to rezone

ALTERNATIVES

- 1) Approve the waiver request.
- 2) Deny the waiver request.

NO. SV 2021-006
4711

PLANNING AND ZONING COMMISSION
APPLICATION

1. APPLICANT/OWNER: MAYNARD HOLDINGS, INC.
First Name Last Name

ADDRESS: 925 S. MAIN ST. #3212
Street/P.O. Box Phone No

GRAPEVINE TX 76051
City State Zip Code

2. PROPERTY DESCRIPTION: 331 CHOCTAW DR. R 3 4558
Street Address

3. LEGAL DESCRIPTION: 4 TROTTER
Lot(s) Block(s) Addition

TIMOTHY L. TROTTER CHOCTAW DRIVE REPLAT

4. PRESENT CODES: _____
Code of Ordinance Title

APPLICANTS REQUEST FOR AN APPLICATION PERTAINS TO THE FOLLOWING:

- () FOR INTERPRETATION of the meaning or intent of the Zoning Ordinance.
- (X) A WAIVER from the literal enforcement of the Sub-Divison Ordinance.

5. APPLICANTS REQUEST IS AS FOLLOWS:
WAIVER NOT TO INSTALL SIDEWALK

(Attach an additional sheet if necessary).

[Signature]
Signature of Applicant

10/16/21
Date

[Signature]
Signature of City Official Received

10/21/21
Date Received by
Dev. Services Dept.

Steve Killen

From: Kevin L.Maynard <akmn@aol.com>
Sent: Thursday, November 11, 2021 3:41 PM
To: Steve Killen; vince@daddioconstruction.com
Subject: P & Z November 17, 2021

Hello Steve,

I wanted to thank you for your time and I really appreciate the opportunity to invest in Stephenville going forward. I realize we are on the calendar for next Wednesday to present our position on the 3 lots I purchased a month ago. Unfortunately, I have a conflict on that date. So, I have asked Vince Dadio to come and present on my behalf to the board. Hopefully, that is appropriate and will work within your guidelines. Please reach out to me if you have any further questions or concerns.

Thank You,

Kevin Maynard
(214) 215-0665

June 16, 2021

Tim Trotter, Developer
151 CR 2700
Walnut Springs, TX 76690

RE: Choctaw Drive
S2600 City Addition, Block 141, Lots 1-4
Formal Acceptance

Dear Mr. Trotter:


This letter serves as acceptance of the water and sewer utilities installed for the above identified development. Attached to this letter is a copy of the Record Drawing received from Warrick Engineering, Inc. dated 06/07/2021.

A note on the Record Drawing states:

“2. * designates items that have not been constructed per the date of this Record Drawing but are depicted as indicated on approved construction drawings for reference only. Sidewalks, Curb and gutter, and pavement widening to be constructed after lots are developed and driveway curb cuts are located.”

Please retain this letter for future reference and feel free to contact me at 254-918-1223 should you have any questions.

Sincerely,



Nick Williams P.E., CFM
Director of Public Works
City of Stephenville
254-918-1223

Attachment: Record Drawing

cc: Subdivision File

Steve Killen

From: Nick Williams
Sent: Monday, November 8, 2021 1:38 PM
To: Steve Killen
Cc: Gene Calvert (tkec.calvert@gmail.com)
Subject: RE: 244 and 250 S Dale
Attachments: 2021_06-16 Utilities Acceptance Letter.pdf

Steve,
The 5-ft. wide sidewalk, curb and gutter, and pavement widening are shown on the Record Drawings below.
All items need to be installed.

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Sidewalks, Curb and gutter, and pavement widening to be constructed after lots are developed and driveway curb cuts are located.”

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Nick Williams, P.E., CFM
Director
Public Works Department



P: (254) 918-1223
E: nwilliams@stephenvilletx.gov
A: 298 W. Washington, Stephenville, TX 76401



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Reply to all may result in a violation of the Texas Open Meetings Act.*

To: Nick Williams <NWilliams@stephenvilletx.gov>

Subject: 244 and 250 S Dale

Nick, we have curb and gutter waiver applications at these properties. Could you or Gene review and provide a recommendation?

Thank you.

Steve Killen

Director
Development Services



P: (254) 918-1222 | C: (214) 677-8352
E: skillen@stephenvilletx.gov



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Steve Killen

From: Staci L. King
Sent: Tuesday, December 7, 2021 8:46 AM
To: Alan Nix; Brady Pendleton; Brandon Huckabee; Daron Trussell; Doug Svien; Gerald Cook; Justin Haschke; LeAnn Durfey; Ricky Thurman
Cc: Steve Killen; rcarey@sprintmail.com
Subject: FW: Flooding
Attachments: Flooding.eml

Good morning,
Here is some additional information for tonight's waiver request.

Thank you,
Staci

-----Original Message-----

From: Ray Carey <rcarey@sprintmail.com>
Sent: Monday, December 6, 2021 5:53 PM
To: Brandon Huckabee <BHuckabee@stephenvilletx.gov>; Staci L. King <slking@stephenvilletx.gov>
Subject: Flooding

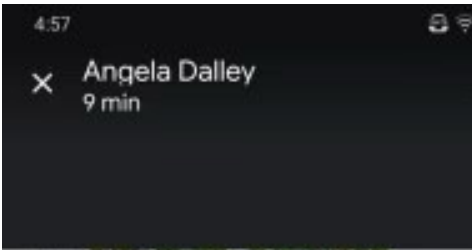
I will be referring to these at tomorrow night's meeting.

Thank you,
Laura Carey

Steve Killen

From: Dallas B. Sims <dallasbsims@gmail.com>
Sent: Monday, December 6, 2021 5:17 PM
To: Carey Ray
Subject: Flooding
Attachments: Video.mov





Dallas B. Sims
254-413-2772
Firefighter and Paramedic
Dallas Fire Rescue
Erath County Fire Rescue
Erath County EMS
Tarleton State University Risk Management

Sent from my iPhone



Item 4.



Item 4.

Choctaw



Choctaw



Choctaw



Choctaw

Item 4.



Dale



Dale

Item 4.



Dale





STAFF REPORT

SUBJECT: Case No.: SV2021-007

Applicant Kevin Maynard, representing Maynard Holdings, Inc., is requesting a Subdivision Waiver from Section 155.6.11 – Sidewalk Requirements, to be constructed at 250 S. Dale, Parcel R77244, being Lot 3 of the Trotter Addition to the City of Stephenville, Erath County, Texas.

DEPARTMENT: Development Services

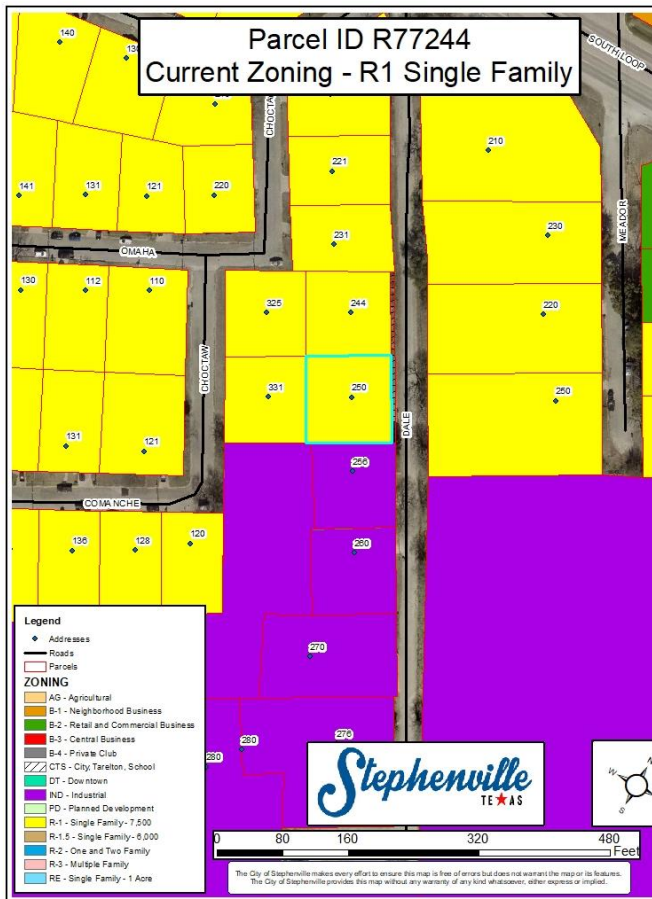
STAFF CONTACT: Steve Killen

RECOMMENDATION:

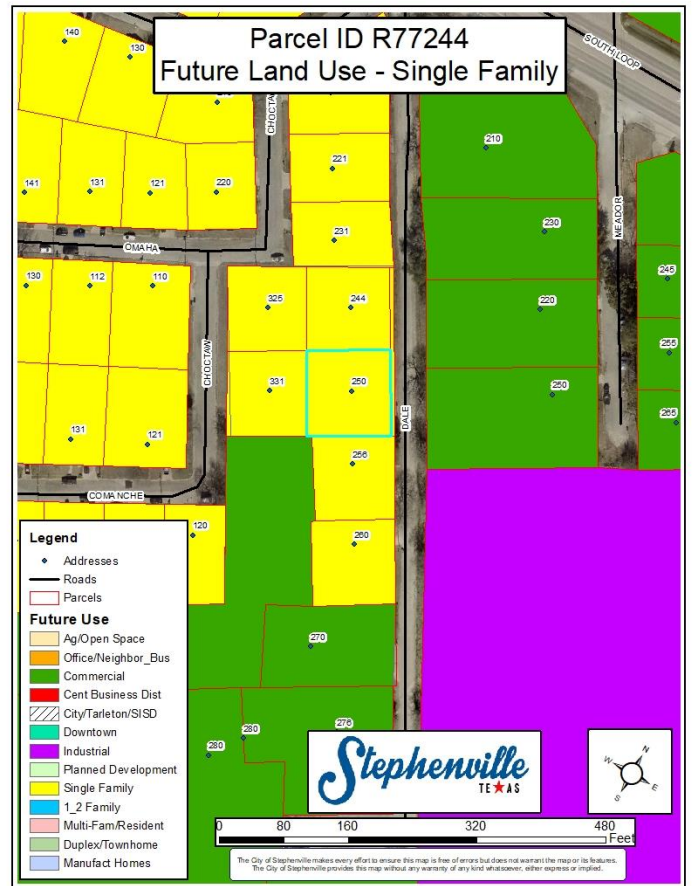
The Planning and Zoning Commission convened on November 17, 2021 and by a vote of 4/2, recommended the City Council deny the subdivision waiver request.

BACKGROUND:

CURRENT ZONING:



FUTURE LAND USE:



SUBDIVISION ORDINANCE/SIDEWALKS

Sec. 155.6.11. - Sidewalks.

- A. *Sidewalks and Pedestrian ways are required as a part of Subdivision Plat approval to help the City achieve the following:*
1. Promote the mobility, health, safety, and welfare of residents, property owners, and visitors to the City and to implement objectives and strategies of the Comprehensive Plan,
 2. Improve the safety of walking by providing separation from motorized transportation and improving travel surfaces for pedestrians,
 3. Improve public welfare by providing an alternate means of access to transportation and social interaction, especially for children, other citizens without personal vehicles, or those with disabilities, and
 4. Facilitate walking as a means of physical activity recognized as an important provider of health benefits.
- B. *Sidewalk Location and Design.*
1. Sidewalks shall be constructed for both sides of all streets within the Subdivision.
 2. Sidewalks shall be constructed along all lots adjoining dedicated streets, along Major Arterial/Thoroughfare Streets where lots do not adjoin the street, across power line easements and in other areas where pedestrian walkways are necessary.
 3. Routing to clear poles, trees or other obstacles shall be subject to City Administrator approval.
 4. The Plat or Construction Plans shall show the location of all proposed sidewalks and shall state at what stage of the project they will be constructed.
 5. All sidewalks shall conform to Federal Americans with Disabilities Act (ADA) requirements and barrier-free ramps should be provided for access to the street.
- C. *Sidewalk General Construction.*
1. Sidewalks shall be constructed by Class "A" concrete and shall have a width of not less than five (5) feet and a minimum thickness of four (4) inches.
 2. Sidewalks along Major Arterial/Thoroughfare Streets shall be no less than six feet (6') in width.
 3. Sidewalks adjacent to screening and retaining walls shall be five (5') feet in width and shall abut the wall, eliminating the landscape area found along the wall, thereby reducing maintenance.
 4. Sidewalks shall be constructed one foot (1') from the property line within the street or Major Arterial/Thoroughfare Street Right-of-Way and shall extend along the full street frontage including both sides of corner lots and block ends.
 5. Construction of sidewalks adjacent to curbs will be considered where driveway entrances are constructed from the rear of lots on each side of the street for the full length of the block or where mountable curbs are installed. In these instances, the sidewalks shall be a minimum of five feet (6') wide.
 6. Sidewalk construction may be delayed until development of lots, but in locations not adjacent to lots and across bridges and culverts, the sidewalk shall be constructed with the other improvements to the Subdivision.
- D. *Sidewalks in Nonresidential Areas.* Sidewalks in nonresidential areas shall be a minimum width of five feet (6') or extend from the back of the curb to the building line as required by the City.

SUBDIVISION ORDINANCE/WAIVER REQUESTS

Sec. 155.7.01. - Petition for subdivision waiver.

- A. *Purpose.* The purpose of a petition for a Subdivision Waiver to a particular standard or requirement with these Subdivision Regulations, as such are applicable to Plats or Construction Plans, is to determine whether such particular standard or requirement should be applied to an Application.

- B. *Definitions.* Subdivision Waivers shall be classified as a Minor Subdivision Waiver or Major Subdivision Waiver.
- C. *Decision-Maker.*
 - 1. *Minor Subdivision Waiver.*
 - a. *Decision-Maker Authority.*
 - i. The City Administrator shall act upon a Minor Subdivision Waiver listed in Table 8.
 - b. *Appeal of a Minor Subdivision Waiver Decision.*
 - i. *Appeal Review and Recommendation.* An appeal of the Minor Subdivision Waiver decision may be considered by the Commission.
 - ii. *Appeal Decision.* If further appeal is made, the City Council shall then act on such an appeal. (See 7.01.J Minor Subdivision Waiver Appeal)

Table 8: Minor Subdivision Waiver		
Section	Standard	City Administrator
3.01.B	Waiver of Application Information	Approve
6.06.N	Dead-End Alleys	Approve
6.10.D	Right Angles for Side Lot Lines	Approve
6.05.D	Traffic Impact Analysis	Approve
6.13.A.5	Water Lines Extended to Subdivision Borders	Approve
6.14.A.5	Wastewater Lines Extended to Subdivision Borders	Approve

- 2. *Major Subdivision Waiver.*
 - a. *Decision Maker Authority.* After review and recommendation from the Commission, the City Council shall decide a Major Subdivision Waiver.
- D. *Subdivision Waiver Applicability.*
 - 1. *Waiver of Standard or Requirement.*
 - a. An Applicant may request a Subdivision Waiver of a particular standard or requirement applicable to a Preliminary Plat, to Construction Plans, or where no Preliminary Plat Application has been submitted for approval, to a Final Plat or a Replat.
 - b. A Subdivision Waiver petition shall be specific in nature, and shall only involve relief consideration for one particular standard or requirement.
 - c. An Applicant may, if desired, submit more than one Subdivision Waiver petition if there are several standards or requirements at issue.
 - d. For processing a Subdivision Waiver in relationship with a Plat Application, an Applicant shall submit a Waiver of Right to 30-Day Action in accordance with 3.03.D Waiver of Right to 30-Day Action.
 - 2. *Waiver Petition Acceptance.*
 - a. A petition for a Subdivision Waiver shall not be accepted in lieu of:
 - i. A Subdivision Proportionality Appeal (7.02); or

- ii. A Subdivision Vested Rights Petition (7.03).
- b. If there is a question as to whether a Subdivision Proportionality Appeal or Subdivision Vested Rights Petition is required instead of a Subdivision Waiver petition, such determination shall be made by the City Administrator.

E. *Subdivision Waiver Submission Procedures.*

1. *Written Waiver Request with Application.*

- a. A request for a Subdivision Waiver shall be submitted in writing by the Applicant with the filing of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.
- b. No Subdivision Waiver may be considered or granted unless the Applicant has made such written request.

2. *Grounds for Waiver.*

- a. The Applicant's request shall state the grounds for the Subdivision Waiver request and all of the facts relied upon by the Applicant.
- b. Failure to do so, will result in denial of the Application unless the Applicant submits a Waiver of Right to 30-Day Action in accordance with 3.03.D Waiver of Right to 30-Day Action.

F. *Subdivision Waiver Criteria.*

- 1. *Undue Hardship Present.* A Subdivision Waiver to regulations within this Subdivision Ordinance may be approved only when, in the Decision-Maker's opinion, undue hardship will result from strict compliance to the regulations.
- 2. *Consideration Factors.* The Decision-Maker shall take into account the following factors:
 - a. The nature of the proposed land use involved and existing uses of the land in the vicinity;
 - b. The number of persons who will reside or work in the proposed development; and
 - c. The effect such Subdivision Waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.
- 3. *Findings.* No Subdivision Waiver shall be granted unless the Decision-Maker finds:
 - a. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the Applicant of the reasonable use of his or her land; and
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- Zoning has great discretion - deny if applicant has not proven it is in the best interest of City to rezone

ALTERNATIVES

- 1) Accept the recommendation of the Planning and Zoning Commission and deny the waiver request.
- 2) Overrule the recommendation of the Planning and Zoning Commission and approve the waiver request.

Steve Killen

From: Kevin L.Maynard <akmn@aol.com>
Sent: Thursday, November 11, 2021 3:41 PM
To: Steve Killen; vince@daddioconstruction.com
Subject: P & Z November 17, 2021

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Thank You,

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June 16, 2021

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Sincerely,



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Public Works Department



P: (254) 918-1223
E: nwilliams@stephenvilletx.gov
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Thank you,
Staci

-----Original Message-----

From: Ray Carey <rcarey@sprintmail.com>
Sent: Monday, December 6, 2021 5:53 PM
To: Brandon Huckabee <BHuckabee@stephenvilletx.gov>; Staci L. King <slking@stephenvilletx.gov>
Subject: Flooding

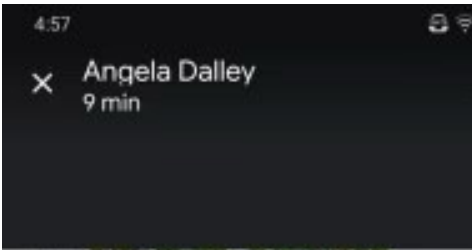
I will be referring to these at tomorrow night's meeting.

Thank you,
Laura Carey

Steve Killen

From: Dallas B. Sims <dallasbsims@gmail.com>
Sent: Monday, December 6, 2021 5:17 PM
To: Carey Ray
Subject: Flooding
Attachments: Video.mov





Dallas B. Sims
254-413-2772
Firefighter and Paramedic
Dallas Fire Rescue
Erath County Fire Rescue
Erath County EMS
Tarleton State University Risk Management

Sent from my iPhone



Item 6.



Item 6.

Choctaw



Choctaw



Choctaw



Choctaw



Dale



Dale

Item 6.



Dale





STAFF REPORT

SUBJECT: Case No.: SV2021-008

Applicant Kevin Maynard, representing Maynard Holdings, Inc., is requesting a Subdivision Waiver from Section 155.6.04.M.1 – Curb and Gutter Requirements, to be constructed at 250 S. Dale, Parcel R77244, being Lot 3 of the Trotter Addition to the City of Stephenville, Erath County, Texas.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

RECOMMENDATION:

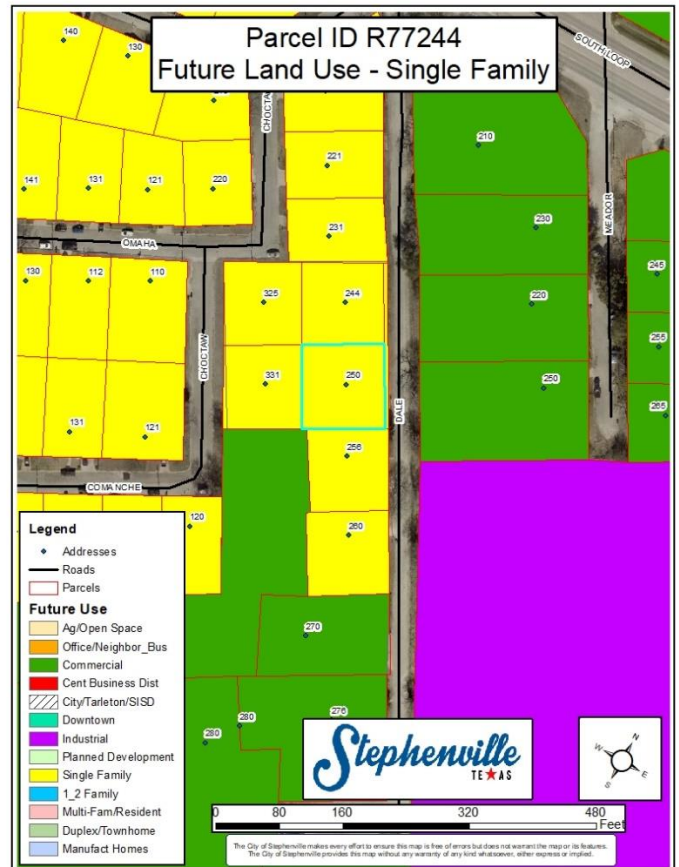
The Planning and Zoning Commission convened on November 17, 2021 and by a vote of 4/2, recommended the City Council deny the subdivision waiver request.

BACKGROUND:

CURRENT ZONING:



FUTURE LAND USE:



SUBDIVISION ORDINANCE/CURBS

- M. *Curb and Gutter Options.*
 - 1. A six (6) inch standard curb shall be constructed on both sides of all streets except as allowed in 2 and 3 below.
 - 2. On residential local streets and any subdivision where all lots are one (1) acre or large, a "lay down" or "roll down" curb shall be permitted if designed in accordance with Engineering Standards Manual.
 - 3. On subdivision where all lots are one acre or larger, a "ribbon curb" shall be permitted if designed in Engineering Standards Manual.

SUBDIVISION ORDINANCE/WAIVER REQUESTS

Sec. 155.7.01. - Petition for subdivision waiver.

- A. *Purpose.* The purpose of a petition for a Subdivision Waiver to a particular standard or requirement with these Subdivision Regulations, as such are applicable to Plats or Construction Plans, is to determine whether such particular standard or requirement should be applied to an Application.
- B. *Definitions.* Subdivision Waivers shall be classified as a Minor Subdivision Waiver or Major Subdivision Waiver.
- C. *Decision-Maker.*
 - 1. *Minor Subdivision Waiver.*
 - a. *Decision-Maker Authority.*
 - i. The City Administrator shall act upon a Minor Subdivision Waiver listed in Table 8.
 - b. *Appeal of a Minor Subdivision Waiver Decision.*
 - i. *Appeal Review and Recommendation.* An appeal of the Minor Subdivision Waiver decision may be considered by the Commission.
 - ii. *Appeal Decision.* If further appeal is made, the City Council shall then act on such an appeal. (See 7.01.J Minor Subdivision Waiver Appeal)

Table 8: Minor Subdivision Waiver		
Section	Standard	City Administrator
3.01.B	Waiver of Application Information	Approve
6.06.N	Dead-End Alleys	Approve
6.10.D	Right Angles for Side Lot Lines	Approve
6.05.D	Traffic Impact Analysis	Approve
6.13.A.5	Water Lines Extended to Subdivision Borders	Approve
6.14.A.5	Wastewater Lines Extended to Subdivision Borders	Approve

- 2. *Major Subdivision Waiver.*
 - a. *Decision Maker Authority.* After review and recommendation from the Commission, the City Council shall decide a Major Subdivision Waiver.

D. *Subdivision Waiver Applicability.*

1. *Waiver of Standard or Requirement.*

- a. An Applicant may request a Subdivision Waiver of a particular standard or requirement applicable to a Preliminary Plat, to Construction Plans, or where no Preliminary Plat Application has been submitted for approval, to a Final Plat or a Replat.
- b. A Subdivision Waiver petition shall be specific in nature, and shall only involve relief consideration for one particular standard or requirement.
- c. An Applicant may, if desired, submit more than one Subdivision Waiver petition if there are several standards or requirements at issue.
- d. For processing a Subdivision Waiver in relationship with a Plat Application, an Applicant shall submit a Waiver of Right to 30-Day Action in accordance with 3.03.D Waiver of Right to 30-Day Action.

2. *Waiver Petition Acceptance.*

- a. A petition for a Subdivision Waiver shall not be accepted in lieu of:
 - i. A Subdivision Proportionality Appeal (7.02); or
 - ii. A Subdivision Vested Rights Petition (7.03).
- b. If there is a question as to whether a Subdivision Proportionality Appeal or Subdivision Vested Rights Petition is required instead of a Subdivision Waiver petition, such determination shall be made by the City Administrator.

E. *Subdivision Waiver Submission Procedures.*

1. *Written Waiver Request with Application.*

- a. A request for a Subdivision Waiver shall be submitted in writing by the Applicant with the filing of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.
- b. No Subdivision Waiver may be considered or granted unless the Applicant has made such written request.

2. *Grounds for Waiver.*

- a. The Applicant's request shall state the grounds for the Subdivision Waiver request and all of the facts relied upon by the Applicant.
- b. Failure to do so, will result in denial of the Application unless the Applicant submits a Waiver of Right to 30-Day Action in accordance with 3.03.D Waiver of Right to 30-Day Action.

F. *Subdivision Waiver Criteria.*

1. *Undue Hardship Present.* A Subdivision Waiver to regulations within this Subdivision Ordinance may be approved only when, in the Decision-Maker's opinion, undue hardship will result from strict compliance to the regulations.
2. *Consideration Factors.* The Decision-Maker shall take into account the following factors:
 - a. The nature of the proposed land use involved and existing uses of the land in the vicinity;
 - b. The number of persons who will reside or work in the proposed development; and
 - c. The effect such Subdivision Waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.
3. *Findings.* No Subdivision Waiver shall be granted unless the Decision-Maker finds:
 - a. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the Applicant of the reasonable use of his or her land; and
 - b. That the Subdivision Waiver is necessary for the preservation and enjoyment of a substantial property right of the Applicant, and that the granting of the Subdivision Waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and

c. That the granting of the Subdivision Waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Subdivision Ordinance.

4. *Intent of Subdivision Regulations.*

a. A Subdivision Waiver may be granted only when in harmony with the general purpose and intent of the Subdivision Ordinance so that the public health, safety and welfare may be secured and substantial justice done.

b. Financial hardship to the Applicant shall not be deemed to constitute undue hardship.

5. *Minimum Degree of Variation.* No Subdivision Waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the Applicant.

6. *Violations and Conflicts.* The Decision-Maker shall not authorize a Subdivision Waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the City.

7. *Falsification of Information.*

a. Any falsification of information by the Applicant shall be cause for the Subdivision Waiver request to be denied.

b. If the Subdivision Waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the Subdivision Waiver, and shall be grounds for reconsideration of the Subdivision Waiver request.

G. *Burden of Proof.* The Applicant bears the burden of proof to demonstrate that the requirement for which a Subdivision Waiver is requested, if uniformly applied, imposes an undue hardship or disproportionate burden on the Applicant. The Applicant shall submit the burden of proof with the original submittal.

H. *Subdivision Waiver Decision.*

1. The Decision-Maker shall consider the Subdivision Waiver petition and, based upon the criteria set forth in 7.01.F Subdivision Waiver Criteria, shall take one of the following actions:

a. Deny the petition, and impose the standard or requirement as it is stated in this Subdivision Ordinance; or

b. Grant the petition, and waive in whole or in part the standard or requirement as it is stated in this Subdivision Ordinance.

2. Decision Process for a Minor Subdivision Waiver. The Decision-Maker shall deny or grant a request for a Minor Subdivision Waiver concurrently with the decision of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.

3. Decision Process for a Major Subdivision Waiver.

a. Recommendation of the Planning and Zoning Commission.

i. The Commission shall consider the Major Subdivision Waiver request at a public meeting no later than thirty (30) calendar days after the date on which the notice of Major Subdivision Waiver is submitted to the City Administrator.

ii. The Commission shall recommend to the City Council to approve or deny a request for a Major Subdivision Waiver by majority vote.

b. Decision by City Council.

i. After the recommendation from the Commission has been made, the City Council shall consider the Major Subdivision Waiver request at a public meeting no later than thirty (30) calendar days after the date on which the Commission's recommendation was made.

ii. The City Council may or shall approve or deny a request for a Major Subdivision Waiver by a vote of all members.

iii. The decision of the City Council is final.

- I. *Notification of Decision on Petition—14 Days.* The Applicant shall be notified of the decision on the Subdivision Waiver by the applicable Decision-Maker (e.g., the City Administrator, Commission or City Council, as applicable), within fourteen (14) calendar days following the decision.
- J. *Minor Subdivision Waiver Appeal.*
1. *Initiation of an Appeal.*
 - a. The Applicant may appeal a Minor Subdivision Waiver decision of the City Administrator, as allowed within the Subdivision Ordinance.
 - b. The written request to appeal shall be submitted to the City Administrator within thirty (30) calendar days following the denial decision.
 2. *Recommendation of the Planning and Zoning Commission.*
 - a. The Commission shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the City Administrator.
 - b. At this meeting, new information may be presented and considered, if available, that might alter the previous decision to deny the Minor Subdivision Waiver.
 - c. The Commission shall recommend to the City Council to affirm, modify or reverse the previous decision by simple majority vote.
 3. *Appeal to City Council.*
 - a. The Applicant may appeal the Commission's decision by submitting a written notice of appeal to the City Administrator within thirty (30) calendar days following the Commission's decision.
 - b. After the recommendation from the Commission has been made, the City Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the Commission's recommendation was made.
 - c. The City Council may affirm, modify or reverse the decision by simple majority vote.
 - d. The decision of the City Council is final.
- K. *Effect of Approval.*
1. *Submission and Processing.* Following the granting of a Subdivision Waiver, the Applicant may submit or continue the processing of a Plat or Construction Plans, as applicable.
 2. *Expirations.* The Subdivision Waiver granted shall remain in effect for the period the Plat or Construction Plans are in effect, and shall expire upon expiration of either or both of those Applications.
 3. *Extensions.* Extension of those Applications shall also result in extension of the Subdivision Waiver.

FACTORS TO CONSIDER:

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel - is land large enough and in proper location for proposed use?
- Reasonable Use of Property - does proposed change provide reasonable use of property?
- Zoning has great discretion - deny if applicant has not proven it is in the best interest of City to rezone

ALTERNATIVES

- 1) Accept the recommendation of the Planning and Zoning Commission and deny the waiver request.
- 2) Overrule the recommendation of the Planning and Zoning Commission and approve the waiver request.

Steve Killen

From: Kevin L.Maynard <akmn@aol.com>
Sent: Thursday, November 11, 2021 3:41 PM
To: Steve Killen; vince@daddioconstruction.com
Subject: P & Z November 17, 2021

Hello Steve,

I wanted to thank you for your time and I really appreciate the opportunity to invest in Stephenville going forward. I realize we are on the calendar for next Wednesday to present our position on the 3 lots I purchased a month ago. Unfortunately, I have a conflict on that date. So, I have asked Vince Dadio to come and present on my behalf to the board. Hopefully, that is appropriate and will work within your guidelines. Please reach out to me if you have any further questions or concerns.

Thank You,

Kevin Maynard
(214) 215-0665

June 16, 2021

Tim Trotter, Developer
151 CR 2700
Walnut Springs, TX 76690

RE: Choctaw Drive
S2600 City Addition, Block 141, Lots 1-4
Formal Acceptance

Dear Mr. Trotter:

This letter serves as acceptance of the water and sewer utilities installed for the above identified development. Attached to this letter is a copy of the Record Drawing received from Warrick Engineering, Inc. dated 06/07/2021.

A note on the Record Drawing states:

“2. * designates items that have not been constructed per the date of this Record Drawing but are depicted as indicated on approved construction drawings for reference only. Sidewalks, Curb and gutter, and pavement widening to be constructed after lots are developed and driveway curb cuts are located.”

Please retain this letter for future reference and feel free to contact me at 254-918-1223 should you have any questions.

Sincerely,



Nick Williams P.E., CFM
Director of Public Works
City of Stephenville
254-918-1223

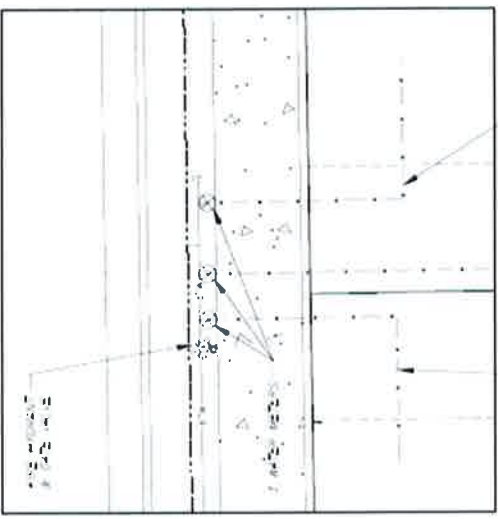
Attachment: Record Drawing

cc: Subdivision File

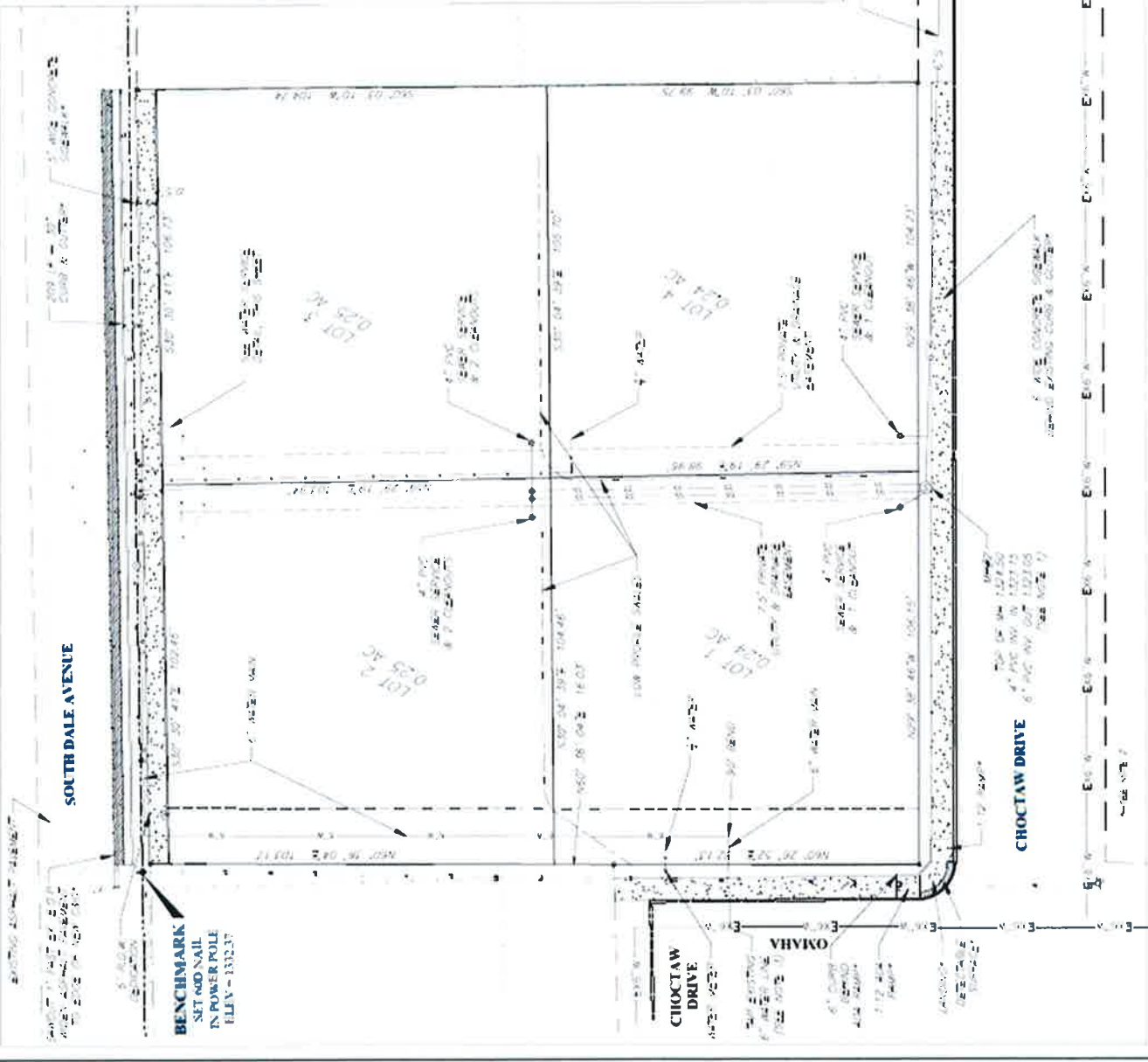
DATE: JUNE 7, 2021
SCALE: 1" = 20'

TIMOTHY L. TROTTER
CHOCTAW DRIVE REPAI
STEPHENVILLE, TEXAS
RECORD DRAWING

WARRICK ENGINEERING & ASSOCIATES, LLC
1400 W. WARRICK DRIVE, SUITE 100
STEPHENVILLE, TEXAS 75781
TEL: 817.371.1111
WWW.WARRICKENGINEERING.COM



- PROJECT NUMBER: 210001
- DATE: 06/07/2021
- SCALE: 1" = 20'
- PROJECT: CHOCTAW DRIVE REPAIR
- LOCATION: 1100 W. WARRICK DRIVE, SUITE 100, STEPHENVILLE, TX 75781
- CLIENT: WARRICK ENGINEERING & ASSOCIATES, LLC
- DESIGNER: T. TROTTER
- CHECKER: T. TROTTER
- APPROVER: T. TROTTER
- DATE: 06/07/2021
- SCALE: 1" = 20'



RECORD DRAWING
SCALE: 1" = 20'

Steve Killen

From: Nick Williams
Sent: Monday, November 8, 2021 1:38 PM
To: Steve Killen
Cc: Gene Calvert (tkec.calvert@gmail.com)
Subject: RE: 244 and 250 S Dale
Attachments: 2021_06-16 Utilities Acceptance Letter.pdf

Steve,
The 5-ft. wide sidewalk, curb and gutter, and pavement widening are shown on the Record Drawings below.
All items need to be installed.

“2. * designates items that have not been constructed per the date of this Record Drawing but are depicted as indicated on approved construction drawings for reference only.
Sidewalks, Curb and gutter, and pavement widening to be constructed after lots are developed and driveway curb cuts are located.”

Thank you,

Nick Williams, P.E., CFM
Director
Public Works Department



P: (254) 918-1223
E: nwilliams@stephenvilletx.gov
A: 298 W. Washington, Stephenville, TX 76401



[Subscribe to Meeting Notifications Here](#)

*This e-mail contains the thoughts and opinions of Nick Williams and does not represent official City of Stephenville policy.
Note to elected officials: Please respond only to the sender of this message.
Reply to all may result in a violation of the Texas Open Meetings Act.*

To: Nick Williams <NWilliams@stephenvilletx.gov>

Subject: 244 and 250 S Dale

Nick, we have curb and gutter waiver applications at these properties. Could you or Gene review and provide a recommendation?

Thank you.

Steve Killen

Director
Development Services

P: (254) 918-1222 | C: (214) 677-8352
E: skillen@stephenvilletx.gov



[Subscribe to Meeting Notifications Here](#)

*This e-mail contains the thoughts and opinions of Steve Killen and does not represent official City of Stephenville policy.
Note to elected officials: Please respond only to the sender of this message. Reply to all may result in a violation of the Texas Open Meetings Act.*

Steve Killen

From: Ray Carey <rcarey@sprintmail.com>
Sent: Sunday, November 14, 2021 3:49 PM
To: Steve Killen; Staci L. King; Gerald Cook; Brandon Huckabee
Subject: Response to Planning & Zoning Commission Letters

Dear Mr. Killen and Stephenville City Officials,

We are the owners of 221 Choctaw Dr. in Stephenville. We received your letters regarding the meeting of the planning and zoning commission to be held Wednesday, November 17, 2021.

Regarding Case No. SV2021-006; SV2021-007, SV2021-008, SV2021-09, and SV2021-10 requested by Mr. Kevin Maynard representing Maynard Holdings,inc to waive the requirements of sidewalks,curb and gutters on 244 S. Dale, Parcel R77243, being lot 2 of the Trotter addition,250 S. Dale, Parcel R77244, being lot 3 of Trotter addition, and 331 Choctaw, Parcel R34558, being lot 4 of the Trotter addition in Stephenville.

Unfortunately, we won't be able to attend your meeting because our daughter is having surgery in Dallas on Wednesday, November 17th. We do wish to express our views and hope they are considered prior to a decision being made. We have no objection to the sidewalk requirements being waived, as it does not harm anyone else's home or land.

We have owned our home on 221 Choctaw since 2016, and we have always had an issue with water drainage coming from S. Dale St. The year we had 67 inches of rain, the city had to bring sand bags to put along S. Dale St. so our house would not flood. Our neighbors and us met with city representatives in person several times, including the city engineer, telling them that something needed to be done regarding the water coming off of Dale St. and nothing was ever done. We have had many problems over the years with water drainage coming from S. Dale St. A few months ago, the city was testing the newly installed fire hydrant, (required by the city) at 240-250 S. Dale St, turning the water on and flooding our yard almost instantly. Before I could get their attention, the water was within 1 inch of coming into our home, which backs up to S. Dale St. Our home is in the middle of the three houses that are in danger. We feel that gutters and curbs are needed. If the requirement should be waived, it will only cause additional stress and

unnecessary flooding with additional runoff coming from that property. We feel something needs to be done to S. Dale St, all the way to South Loop.

Thank you for your time and consideration. If you have questions or would like to speak with us further, do not hesitate to give us a call or come by.

Laura & Ray Carey, Homeowners
817-542-4055
rcarey@sprintmail.com

Steve Killen

From: Staci L. King
Sent: Tuesday, December 7, 2021 8:46 AM
To: Alan Nix; Brady Pendleton; Brandon Huckabee; Daron Trussell; Doug Svien; Gerald Cook; Justin Haschke; LeAnn Durfey; Ricky Thurman
Cc: Steve Killen; rcarey@sprintmail.com
Subject: FW: Flooding
Attachments: Flooding.eml

Good morning,
Here is some additional information for tonight's waiver request.

Thank you,
Staci

-----Original Message-----

From: Ray Carey <rcarey@sprintmail.com>
Sent: Monday, December 6, 2021 5:53 PM
To: Brandon Huckabee <BHuckabee@stephenvilletx.gov>; Staci L. King <slking@stephenvilletx.gov>
Subject: Flooding

I will be referring to these at tomorrow night's meeting.

Thank you,
Laura Carey



Item 8.

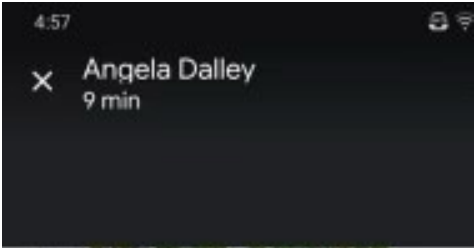


Item 8.

Steve Killen

From: Dallas B. Sims <dallasbsims@gmail.com>
Sent: Monday, December 6, 2021 5:17 PM
To: Carey Ray
Subject: Flooding
Attachments: Video.mov





Dallas B. Sims
254-413-2772
Firefighter and Paramedic
Dallas Fire Rescue
Erath County Fire Rescue
Erath County EMS
Tarleton State University Risk Management

Sent from my iPhone

Steve Killen

From: Jane Plumlee <texas_landlady@yahoo.com>
Sent: Saturday, November 13, 2021 12:27 PM
To: Steve Killen
Cc: RCarey@SprintMail.com; Bruce/Barbara Buchanan
Subject: 244 S. Dale Street - Subdivision Waivers Hearing for Case #SV2021-009 and Case #SV2021-010

Dear Mr. Killen:

I am the owner of 211 Choctaw Dr. in Stephenville, Texas, and received your letter regarding a meeting of the Planning and Zoning Commission to be held on Wednesday November 17, 2021, concerning a request by Mr. Kevin Maynard, representing Maynard Holdings, Inc. for waivers from sidewalk (Case No. SV2021-009) and curb and gutter (Case No. SV2021-010) requirements at 244 S. Dale Street (Parcel R77243, Lot 2 Trotter Addition). Unfortunately, I will not be able to attend your meeting next week due to being out-of-town; however, I do wish to have my view and opinion considered. I personally do not object to a Waiver being granted for the Sidewalk Requirements, as it does not harm anyone else's homes or land.

I have owned the home at 211 Choctaw Dr. since 2010, and have always had severe water drainage issues that originate along South Dale Street, which is adjacent to my rear property line. My neighbors and I have met with the City's representatives in person several times, and communicated via phone calls and in writing with the City of Stephenville regarding some steps the City could take to help mitigate this devastating water surge from time to time on South Dale Street. Now, instead of putting in curbs and gutters to help our situation, your Planning and Zoning Commission will further harm several well-established homes and owners if you help Mr. Kevin Maynard financially by waiving the City's requirements for installation of a curb and gutter!

Furthermore, a few months ago, the City was testing the newly-installed fire hydrant (required by the City) at 244 S. Dale Street, turned on the water and flooded the yards and came extremely close to entering the three homes whose rear property lines are adjacent to Dale Street. This is not acceptable!

Mr. Killen, it is my hope you will present my objections to the Planning Commission and the City Council, and hopefully they all will consider my request to mandate curbs and gutters/culverts be installed along S. Dale Street from the Subject Property all the way to the South Loop.

Regards,

*Jane Plumlee
Texas Land Lady Company
Phone #(832)978-6799*

cc: Stephenville City Council

Steve Killen

From: BruceBarbie <bhonsaker@embarqmail.com>
Sent: Friday, November 5, 2021 6:24 PM
To: Steve Killen
Subject: Case #SV2021-009 and Case #SV2021-10

Dear Mr. Skillen:

I am writing in reference to the letter we received today pertaining to a zoning waiver requirement in our neighborhood.

I am **NOT** opposed to the sidewalk waiver, but I **AM** opposed to the curb and guttering waiver request. I know that this property location already has a drainage issue that has been addressed with the City of Stephenville. The 3 houses that back up to So. Dale flood from drainage off Dale already. Once there are structures built the drainage will become worse for those 3 houses. It has been addressed with the city on several occasions, but the city continues to tell homeowners they can't help it if their houses were built in a low spot. So, will the city be willing to do something about the drainage from these new structures to stop the potential of more flooding occurring to the other houses that back up to S. Dale? Bottom line is that there needs to be curbs and gutters at these locations.

Sincerely,

Bruce and Barbie Buchanan
210 Choctaw
Stephenville, Texas 76401
254.592.1907
November 5, 2021

Choctaw



Choctaw



Choctaw



Choctaw

Item 8.



Dale



Dale

Item 8.



Dale





STAFF REPORT

SUBJECT: Case No.: SV2021-009

Applicant Kevin Maynard, representing Maynard Holdings, Inc., is requesting a Subdivision Waiver from Section 155.6.11 – Sidewalk Requirements, to be constructed at 244 S. Dale, Parcel R77243, being Lot 2 of the Trotter Addition to the City of Stephenville, Erath County, Texas.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

RECOMMENDATION:

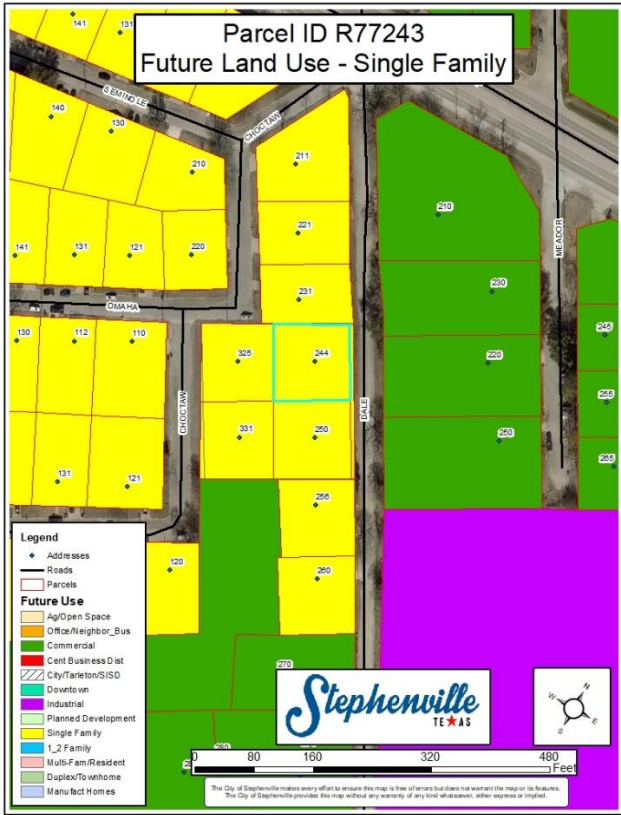
The Planning and Zoning Commission convened on November 17, 2021 and by a vote of 4/2, recommended the City Council deny the subdivision waiver request.

BACKGROUND:

CURRENT ZONING:



FUTURE LAND USE:



SUBDIVISION ORDINANCE/SIDEWALKS

Sec. 155.6.11. - Sidewalks.

- A. *Sidewalks and Pedestrian ways are required as a part of Subdivision Plat approval to help the City achieve the following:*
1. Promote the mobility, health, safety, and welfare of residents, property owners, and visitors to the City and to implement objectives and strategies of the Comprehensive Plan,
 2. Improve the safety of walking by providing separation from motorized transportation and improving travel surfaces for pedestrians,
 3. Improve public welfare by providing an alternate means of access to transportation and social interaction, especially for children, other citizens without personal vehicles, or those with disabilities, and
 4. Facilitate walking as a means of physical activity recognized as an important provider of health benefits.
- B. *Sidewalk Location and Design.*
1. Sidewalks shall be constructed for both sides of all streets within the Subdivision.
 2. Sidewalks shall be constructed along all lots adjoining dedicated streets, along Major Arterial/Thoroughfare Streets where lots do not adjoin the street, across power line easements and in other areas where pedestrian walkways are necessary.
 3. Routing to clear poles, trees or other obstacles shall be subject to City Administrator approval.
 4. The Plat or Construction Plans shall show the location of all proposed sidewalks and shall state at what stage of the project they will be constructed.
 5. All sidewalks shall conform to Federal Americans with Disabilities Act (ADA) requirements and barrier-free ramps should be provided for access to the street.
- C. *Sidewalk General Construction.*
1. Sidewalks shall be constructed by Class "A" concrete and shall have a width of not less than five (5) feet and a minimum thickness of four (4) inches.
 2. Sidewalks along Major Arterial/Thoroughfare Streets shall be no less than six feet (6') in width.
 3. Sidewalks adjacent to screening and retaining walls shall be five (5') feet in width and shall abut the wall, eliminating the landscape area found along the wall, thereby reducing maintenance.
 4. Sidewalks shall be constructed one foot (1') from the property line within the street or Major Arterial/Thoroughfare Street Right-of-Way and shall extend along the full street frontage including both sides of corner lots and block ends.
 5. Construction of sidewalks adjacent to curbs will be considered where driveway entrances are constructed from the rear of lots on each side of the street for the full length of the block or where mountable curbs are installed. In these instances, the sidewalks shall be a minimum of five feet (6') wide.
 6. Sidewalk construction may be delayed until development of lots, but in locations not adjacent to lots and across bridges and culverts, the sidewalk shall be constructed with the other improvements to the Subdivision.
- D. *Sidewalks in Nonresidential Areas.* Sidewalks in nonresidential areas shall be a minimum width of five feet (6') or extend from the back of the curb to the building line as required by the City.

SUBDIVISION ORDINANCE/WAIVER REQUESTS

Sec. 155.7.01. - Petition for subdivision waiver.

- A. *Purpose.* The purpose of a petition for a Subdivision Waiver to a particular standard or requirement with these Subdivision Regulations, as such are applicable to Plats or Construction Plans, is to determine whether such particular standard or requirement should be applied to an Application.

- B. *Definitions.* Subdivision Waivers shall be classified as a Minor Subdivision Waiver or Major Subdivision Waiver.
- C. *Decision-Maker.*
 - 1. *Minor Subdivision Waiver.*
 - a. *Decision-Maker Authority.*
 - i. The City Administrator shall act upon a Minor Subdivision Waiver listed in Table 8.
 - b. *Appeal of a Minor Subdivision Waiver Decision.*
 - i. *Appeal Review and Recommendation.* An appeal of the Minor Subdivision Waiver decision may be considered by the Commission.
 - ii. *Appeal Decision.* If further appeal is made, the City Council shall then act on such an appeal. (See 7.01.J Minor Subdivision Waiver Appeal)

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3.01.B	Waiver of Application Information	Approve
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6.10.D	Right Angles for Side Lot Lines	Approve
6.05.D	Traffic Impact Analysis	Approve
6.13.A.5	Water Lines Extended to Subdivision Borders	Approve
6.14.A.5	Wastewater Lines Extended to Subdivision Borders	Approve

- 2. *Major Subdivision Waiver.*
 - a. *Decision Maker Authority.* After review and recommendation from the Commission, the City Council shall decide a Major Subdivision Waiver.
- D. *Subdivision Waiver Applicability.*
 - 1. *Waiver of Standard or Requirement.*
 - a. An Applicant may request a Subdivision Waiver of a particular standard or requirement applicable to a Preliminary Plat, to Construction Plans, or where no Preliminary Plat Application has been submitted for approval, to a Final Plat or a Replat.
 - b. A Subdivision Waiver petition shall be specific in nature, and shall only involve relief consideration for one particular standard or requirement.
 - c. An Applicant may, if desired, submit more than one Subdivision Waiver petition if there are several standards or requirements at issue.
 - d. For processing a Subdivision Waiver in relationship with a Plat Application, an Applicant shall submit a Waiver of Right to 30-Day Action in accordance with 3.03.D Waiver of Right to 30-Day Action.
 - 2. *Waiver Petition Acceptance.*
 - a. A petition for a Subdivision Waiver shall not be accepted in lieu of:
 - i. A Subdivision Proportionality Appeal (7.02); or

- ii. A Subdivision Vested Rights Petition (7.03).
- b. If there is a question as to whether a Subdivision Proportionality Appeal or Subdivision Vested Rights Petition is required instead of a Subdivision Waiver petition, such determination shall be made by the City Administrator.

E. *Subdivision Waiver Submission Procedures.*

1. *Written Waiver Request with Application.*

- a. A request for a Subdivision Waiver shall be submitted in writing by the Applicant with the filing of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.
- b. No Subdivision Waiver may be considered or granted unless the Applicant has made such written request.

2. *Grounds for Waiver.*

- a. The Applicant's request shall state the grounds for the Subdivision Waiver request and all of the facts relied upon by the Applicant.
- b. Failure to do so, will result in denial of the Application unless the Applicant submits a Waiver of Right to 30-Day Action in accordance with 3.03.D Waiver of Right to 30-Day Action.

F. *Subdivision Waiver Criteria.*

- 1. *Undue Hardship Present.* A Subdivision Waiver to regulations within this Subdivision Ordinance may be approved only when, in the Decision-Maker's opinion, undue hardship will result from strict compliance to the regulations.
- 2. *Consideration Factors.* The Decision-Maker shall take into account the following factors:
 - a. The nature of the proposed land use involved and existing uses of the land in the vicinity;
 - b. The number of persons who will reside or work in the proposed development; and
 - c. The effect such Subdivision Waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.
- 3. *Findings.* No Subdivision Waiver shall be granted unless the Decision-Maker finds:
 - a. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the Applicant of the reasonable use of his or her land; and
 - b. That the Subdivision Waiver is necessary for the preservation and enjoyment of a substantial property right of the Applicant, and that the granting of the Subdivision Waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and
 - c. That the granting of the Subdivision Waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Subdivision Ordinance.
- 4. *Intent of Subdivision Regulations.*
 - a. A Subdivision Waiver may be granted only when in harmony with the general purpose and intent of the Subdivision Ordinance so that the public health, safety and welfare may be secured and substantial justice done.
 - b. Financial hardship to the Applicant shall not be deemed to constitute undue hardship.
- 5. *Minimum Degree of Variation.* No Subdivision Waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the Applicant.
- 6. *Violations and Conflicts.* The Decision-Maker shall not authorize a Subdivision Waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the City.
- 7. *Falsification of Information.*
 - a. Any falsification of information by the Applicant shall be cause for the Subdivision Waiver request to be denied.

- b. If the Subdivision Waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the Subdivision Waiver, and shall be grounds for reconsideration of the Subdivision Waiver request.

G. Burden of Proof. The Applicant bears the burden of proof to demonstrate that the requirement for which a Subdivision Waiver is requested, if uniformly applied, imposes an undue hardship or disproportionate burden on the Applicant. The Applicant shall submit the burden of proof with the original submittal.

H. Subdivision Waiver Decision.

1. The Decision-Maker shall consider the Subdivision Waiver petition and, based upon the criteria set forth in 7.01.F Subdivision Waiver Criteria, shall take one of the following actions:
 - a. Deny the petition, and impose the standard or requirement as it is stated in this Subdivision Ordinance; or
 - b. Grant the petition, and waive in whole or in part the standard or requirement as it is stated in this Subdivision Ordinance.
2. Decision Process for a Minor Subdivision Waiver. The Decision-Maker shall deny or grant a request for a Minor Subdivision Waiver concurrently with the decision of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.
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 - a. Recommendation of the Planning and Zoning Commission.
 - i. The Commission shall consider the Major Subdivision Waiver request at a public meeting no later than thirty (30) calendar days after the date on which the notice of Major Subdivision Waiver is submitted to the City Administrator.
 - ii. The Commission shall recommend to the City Council to approve or deny a request for a Major Subdivision Waiver by majority vote.
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 - ii. The City Council may or shall approve or deny a request for a Major Subdivision Waiver by a vote of all members.
 - iii. The decision of the City Council is final.

I. Notification of Decision on Petition—14 Days. The Applicant shall be notified of the decision on the Subdivision Waiver by the applicable Decision-Maker (e.g., the City Administrator, Commission or City Council, as applicable), within fourteen (14) calendar days following the decision.

J. Minor Subdivision Waiver Appeal.

1. *Initiation of an Appeal.*
 - a. The Applicant may appeal a Minor Subdivision Waiver decision of the City Administrator, as allowed within the Subdivision Ordinance.
 - b. The written request to appeal shall be submitted to the City Administrator within thirty (30) calendar days following the denial decision.
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- a. The Applicant may appeal the Commission's decision by submitting a written notice of appeal to the City Administrator within thirty (30) calendar days following the Commission's decision.
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3. *Extensions.* Extension of those Applications shall also result in extension of the Subdivision Waiver.

FACTORS TO CONSIDER:

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel - is land large enough and in proper location for proposed use?
- Reasonable Use of Property - does proposed change provide reasonable use of property?
- Zoning has great discretion - deny if applicant has not proven it is in the best interest of City to rezone

ALTERNATIVES

- 1) Accept the recommendation of the Planning and Zoning Commission and deny the waiver request.
- 2) Overrule the recommendation of the Planning and Zoning Commission and approve the waiver request.

Steve Killen

From: Kevin L.Maynard <akmn@aol.com>
Sent: Thursday, November 11, 2021 3:41 PM
To: Steve Killen; vince@daddioconstruction.com
Subject: P & Z November 17, 2021

Hello Steve,

I wanted to thank you for your time and I really appreciate the opportunity to invest in Stephenville going forward. I realize we are on the calendar for next Wednesday to present our position on the 3 lots I purchased a month ago. Unfortunately, I have a conflict on that date. So, I have asked Vince Dadio to come and present on my behalf to the board. Hopefully, that is appropriate and will work within your guidelines. Please reach out to me if you have any further questions or concerns.

Thank You,

Kevin Maynard
(214) 215-0665

June 16, 2021

Tim Trotter, Developer
151 CR 2700
Walnut Springs, TX 76690

RE: Choctaw Drive
S2600 City Addition, Block 141, Lots 1-4
Formal Acceptance

Dear Mr. Trotter:

This letter serves as acceptance of the water and sewer utilities installed for the above identified development. Attached to this letter is a copy of the Record Drawing received from Warrick Engineering, Inc. dated 06/07/2021.

A note on the Record Drawing states:

“2. * designates items that have not been constructed per the date of this Record Drawing but are depicted as indicated on approved construction drawings for reference only. Sidewalks, Curb and gutter, and pavement widening to be constructed after lots are developed and driveway curb cuts are located.”

Please retain this letter for future reference and feel free to contact me at 254-918-1223 should you have any questions.

Sincerely,



Nick Williams P.E., CFM
Director of Public Works
City of Stephenville
254-918-1223

Attachment: Record Drawing

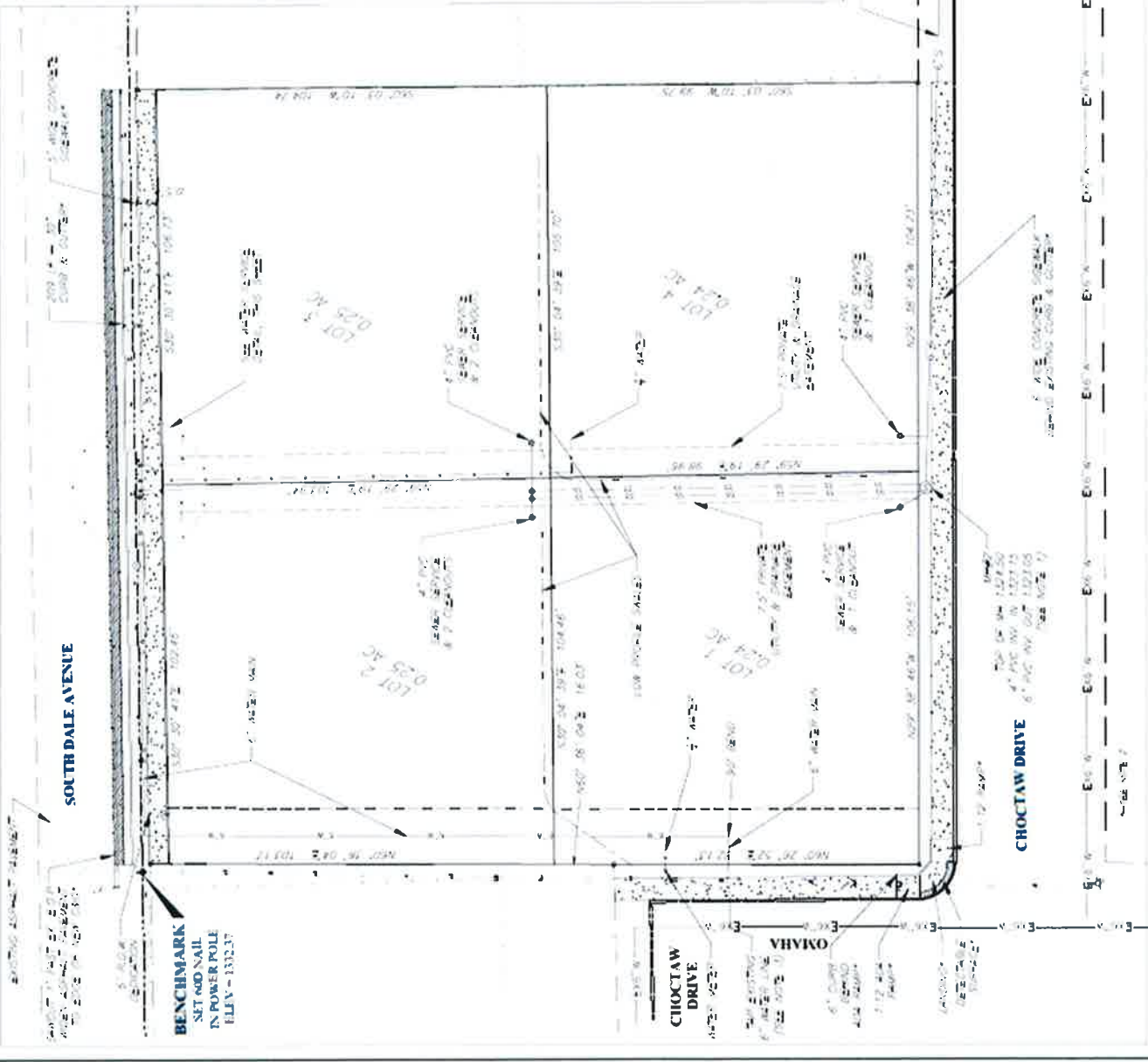
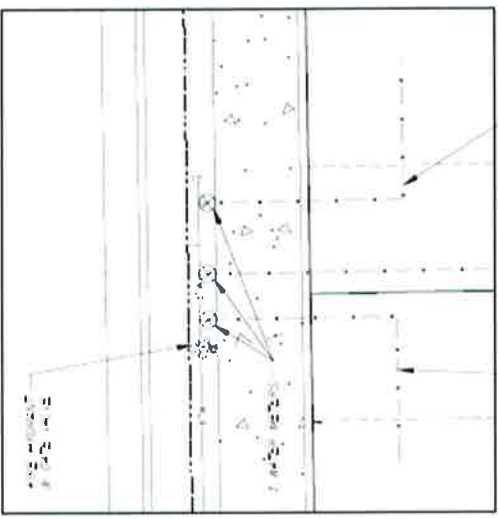
cc: Subdivision File

TIMOTHY L. TROTTER
CHOCTAW DRIVE REPLAT
STEPHENVILLE, TEXAS

RECORD DRAWING

WARRICK
ENGINEERING
& Associates, LLC
307 Madison Street, Suite 100
Stephenville, Texas 76781
Phone: (817) 261-5551
Fax: (817) 261-5552
www.warrickeng.com

DATE: JUNE 7, 2021
SCALE: 1" = 20'



RECORD DRAWING
SCALE: 1" = 20'

Steve Killen

From: Nick Williams
Sent: Monday, November 8, 2021 1:38 PM
To: Steve Killen
Cc: Gene Calvert (tkec.calvert@gmail.com)
Subject: RE: 244 and 250 S Dale
Attachments: 2021_06-16 Utilities Acceptance Letter.pdf

Steve,

The 5-ft. wide sidewalk, curb and gutter, and pavement widening are shown on the Record Drawings below. All items need to be installed.

“2. * designates items that have not been constructed per the date of this Record Drawing but are depicted as indicated on approved construction drawings for reference only. Sidewalks, Curb and gutter, and pavement widening to be constructed after lots are developed and driveway curb cuts are located.”

Thank you,

Nick Williams, P.E., CFM

Director
Public Works Department



P: (254) 918-1223

E: nwilliams@stephenvilletx.gov

A: 298 W. Washington, Stephenville, TX 76401

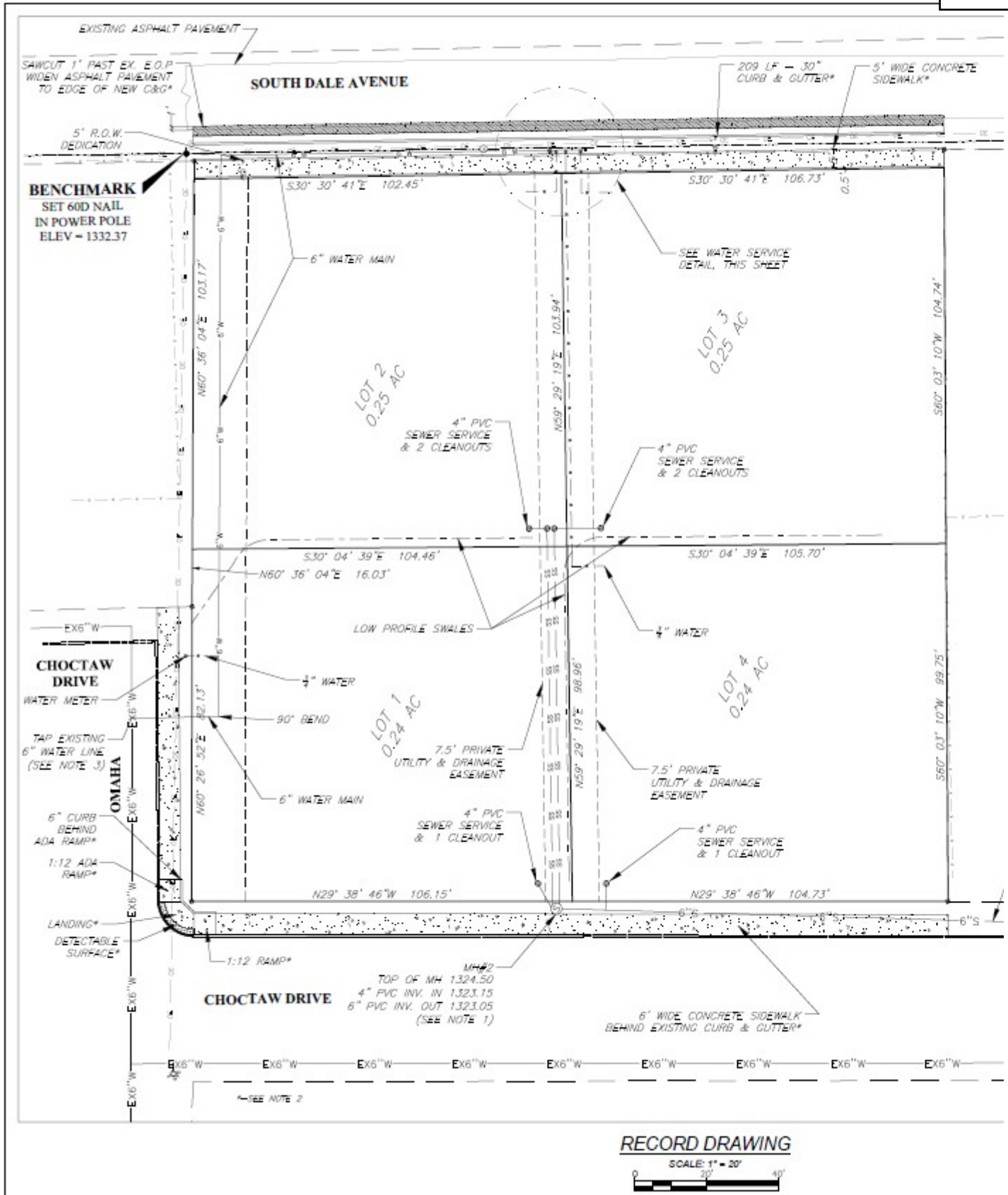


[Subscribe to Meeting Notifications Here](#)

This e-mail contains the thoughts and opinions of Nick Williams and does not represent official City of Stephenville policy.

Note to elected officials: Please respond only to the sender of this message.

Reply to all may result in a violation of the Texas Open Meetings Act.



From: Steve Killen <Skillen@stephenvilletx.gov>
Sent: Monday, November 8, 2021 11:51 AM

To: Nick Williams <NWilliams@stephenvilletx.gov>

Subject: 244 and 250 S Dale

Nick, we have curb and gutter waiver applications at these properties. Could you or Gene review and provide a recommendation?

Thank you.

Steve Killen

Director
Development Services



P: (254) 918-1222 | **C:** (214) 677-8352

E: skillen@stephenvilletx.gov



[Subscribe to Meeting Notifications Here](#)

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Note to elected officials: Please respond only to the sender of this message. Reply to all may result in a violation of the Texas Open Meetings Act.

Steve Killen

From: Staci L. King
Sent: Tuesday, December 7, 2021 8:46 AM
To: Alan Nix; Brady Pendleton; Brandon Huckabee; Daron Trussell; Doug Svien; Gerald Cook; Justin Haschke; LeAnn Durfey; Ricky Thurman
Cc: Steve Killen; rcarey@sprintmail.com
Subject: FW: Flooding
Attachments: Flooding.eml

Good morning,
Here is some additional information for tonight's waiver request.

Thank you,
Staci

-----Original Message-----

From: Ray Carey <rcarey@sprintmail.com>
Sent: Monday, December 6, 2021 5:53 PM
To: Brandon Huckabee <BHuckabee@stephenvilletx.gov>; Staci L. King <slking@stephenvilletx.gov>
Subject: Flooding

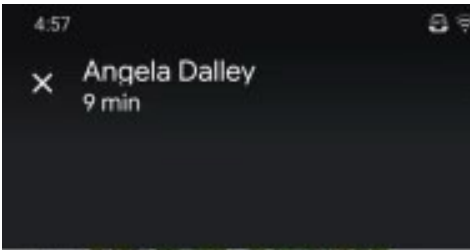
I will be referring to these at tomorrow night's meeting.

Thank you,
Laura Carey

Steve Killen

From: Dallas B. Sims <dallasbsims@gmail.com>
Sent: Monday, December 6, 2021 5:17 PM
To: Carey Ray
Subject: Flooding
Attachments: Video.mov





Dallas B. Sims
254-413-2772
Firefighter and Paramedic
Dallas Fire Rescue
Erath County Fire Rescue
Erath County EMS
Tarleton State University Risk Management

Sent from my iPhone



Item 10.



Item 10.

Choctaw



Choctaw



Choctaw

Item 10.



Choctaw



Dale



Dale

Item 10.



Dale





STAFF REPORT

SUBJECT: Case No.: SV2021-010

Applicant Kevin Maynard, representing Maynard Holdings, Inc., is requesting a Subdivision Waiver from Section 155.6.04.M.1 – Curb and Gutter Requirements, to be constructed at 244 S. Dale, Parcel R77243, being Lot 2 of the Trotter Addition to the City of Stephenville, Erath County, Texas.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

RECOMMENDATION:

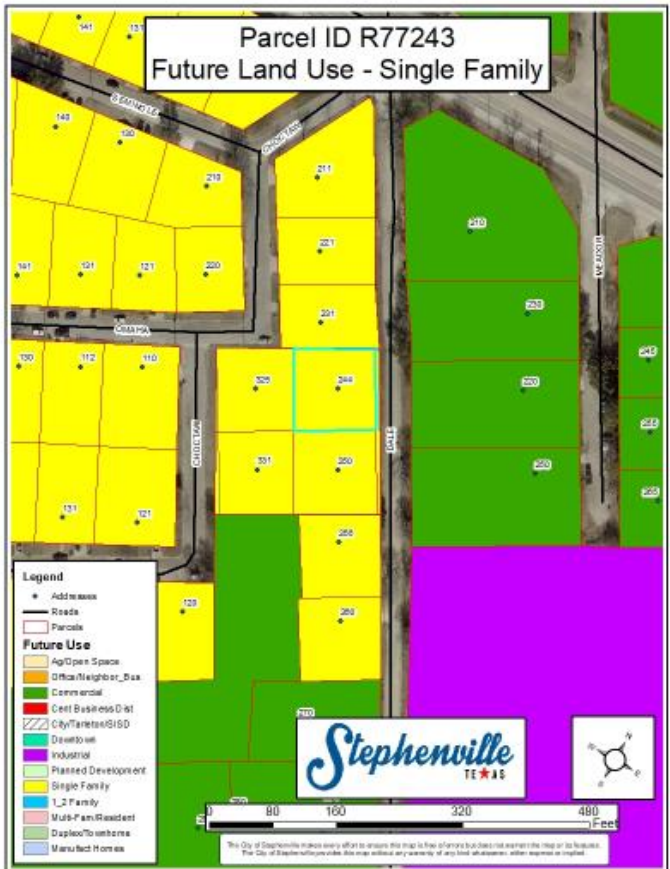
The Planning and Zoning Commission convened on November 17, 2021 and by a vote of 4/2, recommended the City Council deny the subdivision waiver request.

BACKGROUND:

CURRENT ZONING:



FUTURE LAND USE:



SUBDIVISION ORDINANCE/CURBS

M. *Curb and Gutter Options.*

- 1. A six (6) inch standard curb shall be constructed on both sides of all streets except as allowed in 2 and 3 below.
- 2. On residential local streets and any subdivision where all lots are one (1) acre or large, a "lay down" or "roll down" curb shall be permitted if designed in accordance with Engineering Standards Manual.
- 3. On subdivision where all lots are one acre or larger, a "ribbon curb" shall be permitted if designed in Engineering Standards Manual.

SUBDIVISION ORDINANCE/WAIVER REQUESTS

Sec. 155.7.01. - Petition for subdivision waiver.

A. *Purpose.* The purpose of a petition for a Subdivision Waiver to a particular standard or requirement with these Subdivision Regulations, as such are applicable to Plats or Construction Plans, is to determine whether such particular standard or requirement should be applied to an Application.

B. *Definitions.* Subdivision Waivers shall be classified as a Minor Subdivision Waiver or Major Subdivision Waiver.

C. *Decision-Maker.*

1. *Minor Subdivision Waiver.*

a. *Decision-Maker Authority.*

i. The City Administrator shall act upon a Minor Subdivision Waiver listed in Table 8.

b. *Appeal of a Minor Subdivision Waiver Decision.*

i. *Appeal Review and Recommendation.* An appeal of the Minor Subdivision Waiver decision may be considered by the Commission.

ii. *Appeal Decision.* If further appeal is made, the City Council shall then act on such an appeal. (See 7.01.J Minor Subdivision Waiver Appeal)

Table 8: Minor Subdivision Waiver		
Section	Standard	City Administrator
3.01.B	Waiver of Application Information	Approve
6.06.N	Dead-End Alleys	Approve
6.10.D	Right Angles for Side Lot Lines	Approve
6.05.D	Traffic Impact Analysis	Approve
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2. *Major Subdivision Waiver.*

- a. *Decision Maker Authority.* After review and recommendation from the Commission, the City Council shall decide a Major Subdivision Waiver.

D. *Subdivision Waiver Applicability.*

1. *Waiver of Standard or Requirement.*

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2. *Grounds for Waiver.*

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- a. Any falsification of information by the Applicant shall be cause for the Subdivision Waiver request to be denied.
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June 16, 2021

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City of Stephenville
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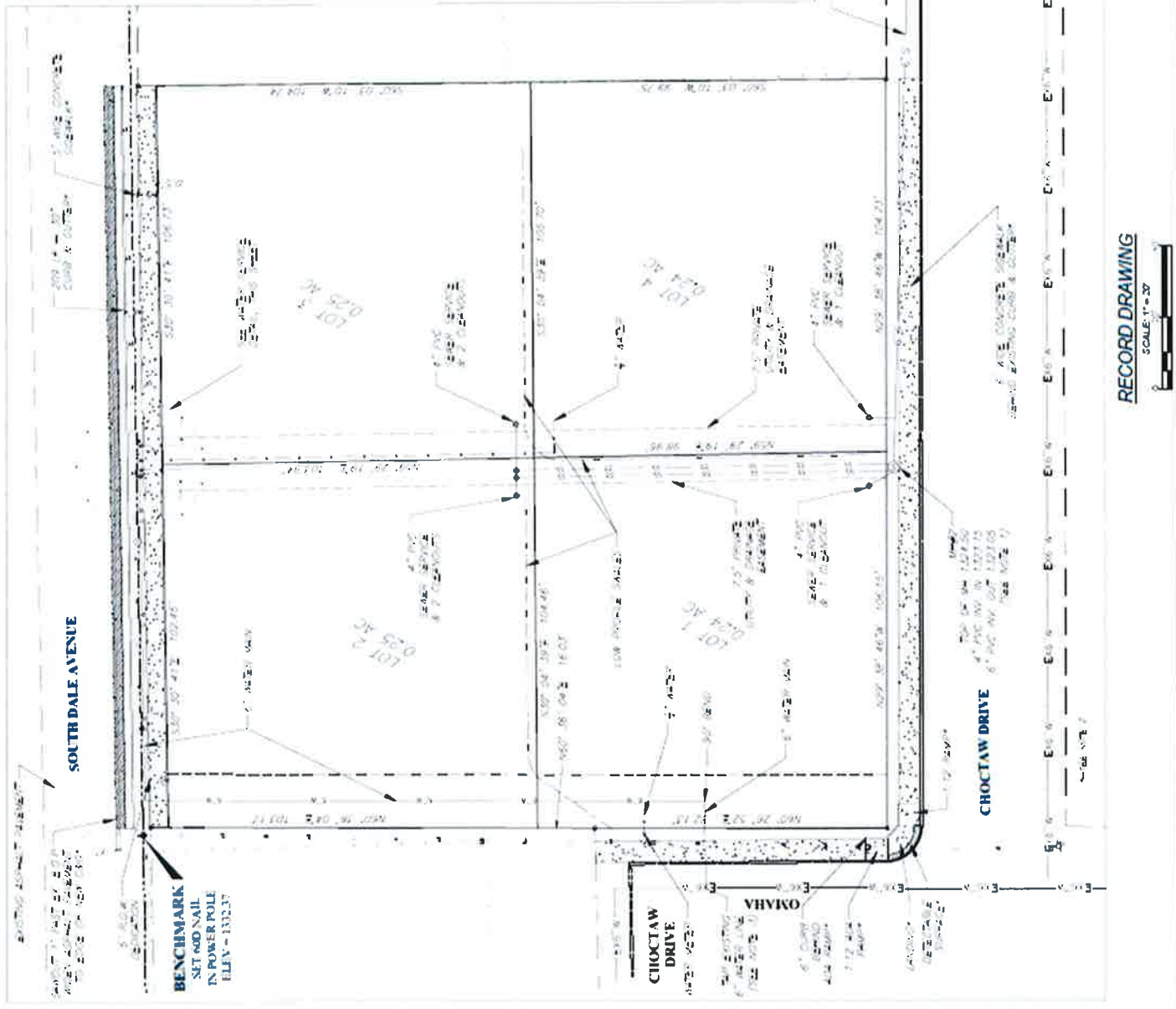
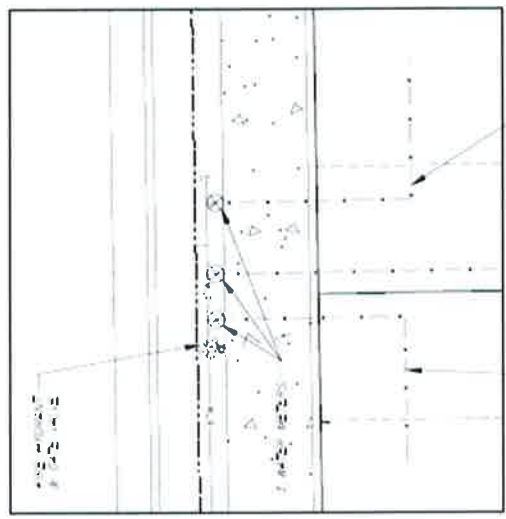
cc: Subdivision File

TIMOTHY L. TROTTER
CHOCTAW DRIVE REPLAT
STEPHENVILLE, TEXAS

RECORD DRAWING

WARRICK
ENGINEERING
& Associates, LLC
307 Madison Street, Suite 100
Stephenville, Texas 76781
Phone: (817) 261-5551
Fax: (817) 261-5552
www.warrickengineering.com

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SCALE: 1" = 20'



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Cc: Gene Calvert (tkec.calvert@gmail.com)
Subject: RE: 244 and 250 S Dale
Attachments: 2021_06-16 Utilities Acceptance Letter.pdf

Steve,
The 5-ft. wide sidewalk, curb and gutter, and pavement widening are shown on the Record Drawings below.
All items need to be installed.

“2. * designates items that have not been constructed per the date of this Record Drawing but are depicted as indicated on approved construction drawings for reference only.
Sidewalks, Curb and gutter, and pavement widening to be constructed after lots are developed and driveway curb cuts are located.”

Thank you,

Nick Williams, P.E., CFM
Director
Public Works Department

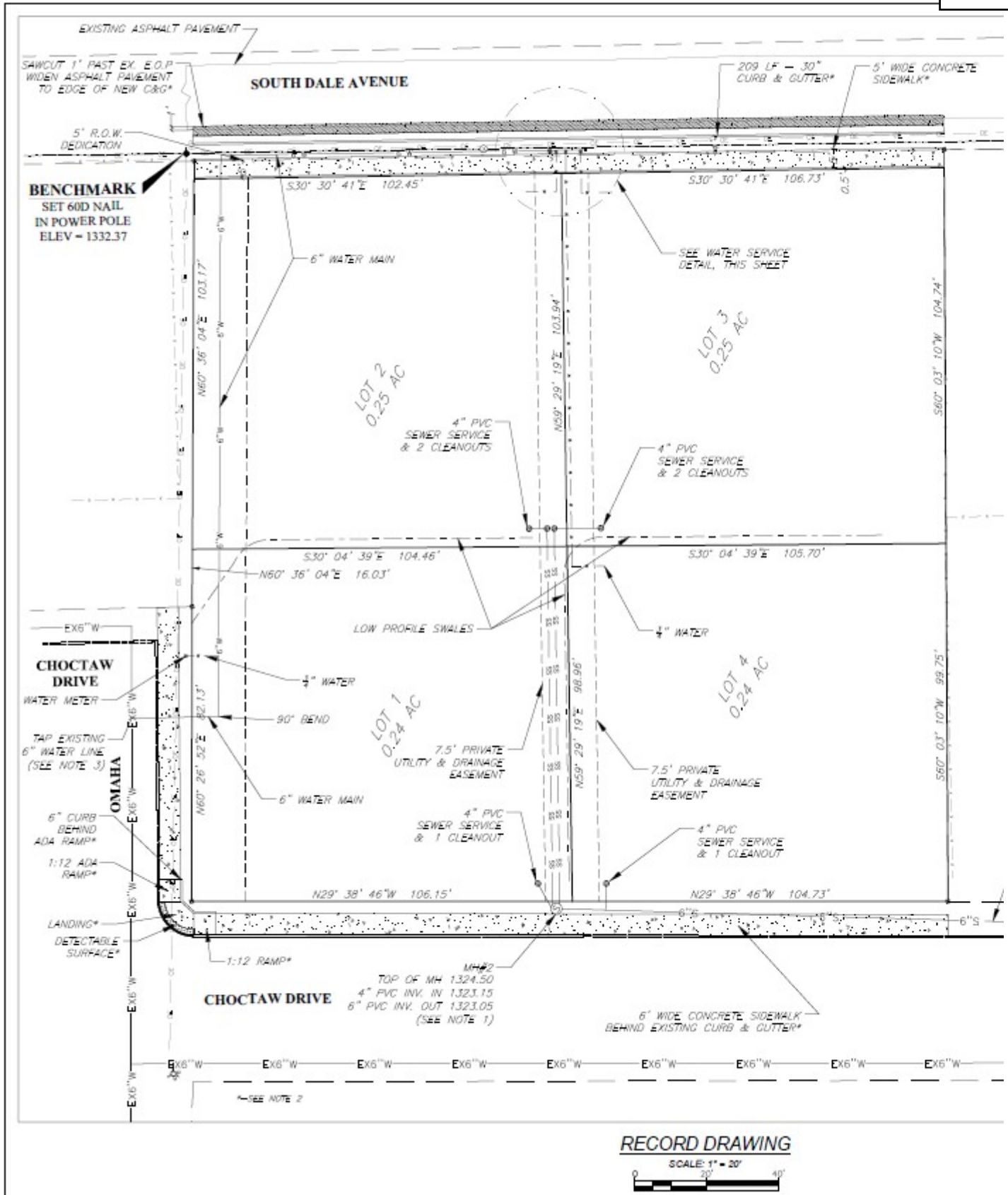


P: (254) 918-1223
E: nwilliams@stephenvilletx.gov
A: 298 W. Washington, Stephenville, TX 76401



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*This e-mail contains the thoughts and opinions of Nick Williams and does not represent official City of Stephenville policy.
Note to elected officials: Please respond only to the sender of this message.
Reply to all may result in a violation of the Texas Open Meetings Act.*



From: Steve Killen <Skillen@stephenvilletx.gov>
Sent: Monday, November 8, 2021 11:51 AM

To: Nick Williams <NWilliams@stephenvilletx.gov>

Subject: 244 and 250 S Dale

Nick, we have curb and gutter waiver applications at these properties. Could you or Gene review and provide a recommendation?

Thank you.

Steve Killen

Director
Development Services



P: (254) 918-1222 | **C:** (214) 677-8352

E: skillen@stephenvilletx.gov



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Note to elected officials: Please respond only to the sender of this message. Reply to all may result in a violation of the Texas Open Meetings Act.

Steve Killen

From: Ray Carey <rcarey@sprintmail.com>
Sent: Sunday, November 14, 2021 3:49 PM
To: Steve Killen; Staci L. King; Gerald Cook; Brandon Huckabee
Subject: Response to Planning & Zoning Commission Letters

Dear Mr. Killen and Stephenville City Officials,

We are the owners of 221 Choctaw Dr. in Stephenville. We received your letters regarding the meeting of the planning and zoning commission to be held Wednesday, November 17, 2021.

Regarding Case No. SV2021-006; SV2021-007, SV2021-008, SV2021-09, and SV2021-10 requested by Mr. Kevin Maynard representing Maynard Holdings,inc to waive the requirements of sidewalks,curb and gutters on 244 S. Dale, Parcel R77243, being lot 2 of the Trotter addition,250 S. Dale, Parcel R77244, being lot 3 of Trotter addition, and 331 Choctaw, Parcel R34558, being lot 4 of the Trotter addition in Stephenville.

Unfortunately, we won't be able to attend your meeting because our daughter is having surgery in Dallas on Wednesday, November 17th. We do wish to express our views and hope they are considered prior to a decision being made. We have no objection to the sidewalk requirements being waived, as it does not harm anyone else's home or land.

We have owned our home on 221 Choctaw since 2016, and we have always had an issue with water drainage coming from S. Dale St. The year we had 67 inches of rain, the city had to bring sand bags to put along S. Dale St. so our house would not flood. Our neighbors and us met with city representatives in person several times, including the city engineer, telling them that something needed to be done regarding the water coming off of Dale St. and nothing was ever done. We have had many problems over the years with water drainage coming from S. Dale St. A few months ago, the city was testing the newly installed fire hydrant, (required by the city) at 240-250 S. Dale St, turning the water on and flooding our yard almost instantly. Before I could get their attention, the water was within 1 inch of coming into our home, which backs up to S. Dale St. Our home is in the middle of the three houses that are in danger. We feel that gutters and curbs are needed. If the requirement should be waived, it will only cause additional stress and

unnecessary flooding with additional runoff coming from that property. We feel something needs to be done to S. Dale St, all the way to South Loop.

Thank you for your time and consideration. If you have questions or would like to speak with us further, do not hesitate to give us a call or come by.

Laura & Ray Carey, Homeowners
817-542-4055
rcarey@sprintmail.com

Steve Killen

From: Staci L. King
Sent: Tuesday, December 7, 2021 8:46 AM
To: Alan Nix; Brady Pendleton; Brandon Huckabee; Daron Trussell; Doug Svien; Gerald Cook; Justin Haschke; LeAnn Durfey; Ricky Thurman
Cc: Steve Killen; rcarey@sprintmail.com
Subject: FW: Flooding
Attachments: Flooding.eml

Good morning,
Here is some additional information for tonight's waiver request.

Thank you,
Staci

-----Original Message-----

From: Ray Carey <rcarey@sprintmail.com>
Sent: Monday, December 6, 2021 5:53 PM
To: Brandon Huckabee <BHuckabee@stephenvilletx.gov>; Staci L. King <slking@stephenvilletx.gov>
Subject: Flooding

I will be referring to these at tomorrow night's meeting.

Thank you,
Laura Carey



Item 12.

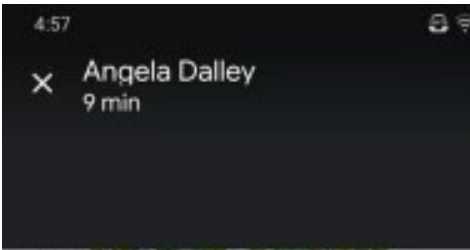


Item 12.

Steve Killen

From: Dallas B. Sims <dallasbsims@gmail.com>
Sent: Monday, December 6, 2021 5:17 PM
To: Carey Ray
Subject: Flooding
Attachments: Video.mov





Dallas B. Sims
254-413-2772
Firefighter and Paramedic
Dallas Fire Rescue
Erath County Fire Rescue
Erath County EMS
Tarleton State University Risk Management

Sent from my iPhone

Steve Killen

From: Jane Plumlee <texas_landlady@yahoo.com>
Sent: Saturday, November 13, 2021 12:27 PM
To: Steve Killen
Cc: RCarey@SprintMail.com; Bruce/Barbara Buchanan
Subject: 244 S. Dale Street - Subdivision Waivers Hearing for Case #SV2021-009 and Case #SV2021-010

Dear Mr. Killen:

I am the owner of 211 Choctaw Dr. in Stephenville, Texas, and received your letter regarding a meeting of the Planning and Zoning Commission to be held on Wednesday November 17, 2021, concerning a request by Mr. Kevin Maynard, representing Maynard Holdings, Inc. for waivers from sidewalk (Case No. SV2021-009) and curb and gutter (Case No. SV2021-010) requirements at 244 S. Dale Street (Parcel R77243, Lot 2 Trotter Addition). Unfortunately, I will not be able to attend your meeting next week due to being out-of-town; however, I do wish to have my view and opinion considered. I personally do not object to a Waiver being granted for the Sidewalk Requirements, as it does not harm anyone else's homes or land.

I have owned the home at 211 Choctaw Dr. since 2010, and have always had severe water drainage issues that originate along South Dale Street, which is adjacent to my rear property line. My neighbors and I have met with the City's representatives in person several times, and communicated via phone calls and in writing with the City of Stephenville regarding some steps the City could take to help mitigate this devastating water surge from time to time on South Dale Street. Now, instead of putting in curbs and gutters to help our situation, your Planning and Zoning Commission will further harm several well-established homes and owners if you help Mr. Kevin Maynard financially by waiving the City's requirements for installation of a curb and gutter!

Furthermore, a few months ago, the City was testing the newly-installed fire hydrant (required by the City) at 244 S. Dale Street, turned on the water and flooded the yards and came extremely close to entering the three homes whose rear property lines are adjacent to Dale Street. This is not acceptable!

Mr. Killen, it is my hope you will present my objections to the Planning Commission and the City Council, and hopefully they all will consider my request to mandate curbs and gutters/culverts be installed along S. Dale Street from the Subject Property all the way to the South Loop.

Regards,

*Jane Plumlee
Texas Land Lady Company
Phone #(832)978-6799*

cc: Stephenville City Council

Steve Killen

From: BruceBarbie <bhonsaker@embarqmail.com>
Sent: Friday, November 5, 2021 6:24 PM
To: Steve Killen
Subject: Case #SV2021-009 and Case #SV2021-10

Dear Mr. Skillen:

I am writing in reference to the letter we received today pertaining to a zoning waiver requirement in our neighborhood.

I am **NOT** opposed to the sidewalk waiver, but I **AM** opposed to the curb and guttering waiver request. I know that this property location already has a drainage issue that has been addressed with the City of Stephenville. The 3 houses that back up to So. Dale flood from drainage off Dale already. Once there are structures built the drainage will become worse for those 3 houses. It has been addressed with the city on several occasions, but the city continues to tell homeowners they can't help it if their houses were built in a low spot. So, will the city be willing to do something about the drainage from these new structures to stop the potential of more flooding occurring to the other houses that back up to S. Dale? Bottom line is that there needs to be curbs and gutters at these locations.

Sincerely,

Bruce and Barbie Buchanan
210 Choctaw
Stephenville, Texas 76401
254.592.1907
November 5, 2021

Choctaw



Choctaw



Choctaw

Item 12.



Choctaw



Dale



Dale

Item 12.



Dale





STAFF REPORT

SUBJECT: Case No.: FP2021-001

Applicant Justin Farris, designating Steve Emmons to act on behalf of Spectra Student Living, is requesting approval of a Final Plat for properties located at 2241 W Tarleton, Parcel R30333, being Lot 8E, Block 139 of City Addition, 2241 Tarleton, Parcel R30330, being Lot 2, Block 3, of the Kaylie Subdivision and 0 Ella Court, Parcel R73194, being Lot 1, Block 3, of the Kaylie Subdivision to the City of Stephenville, Erath County, Texas.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

RECOMMENDATION:

The applicant has submitted a Final Plat. The Plat has been reviewed by staff and the following comments have been provided to the applicant:

1. All easements and dedications must provide width.
2. All lots should show front, rear and side setbacks.
3. Private drainage easements must not be blocked – address via plat note.
4. Sidewalk must be installed along both sides of West Phelps.
5. The drainage easement at North Ella is to be 15' wide – currently marked as 12.5' and 2.5.'
6. The 40' ingress and egress easement should be abandoned.
7. General note 7, sidewalks crossing flumes and drainage channels must be installed.
8. Any city easement must be clearly identified, dedicated and show width.
9. Easement cutting East and West on South Ella traversing Lot 9, 10 and 11 is not identified nor does it show width.
10. Detention pond must be illustrated and called out by metes and bounds.
11. Label the 8' utility easement as a private easement (Cab B, Pg. 126A).
12. Dedicate and easement to the City for the water vault.
13. Right of Way dedications must show width (not acreage or be noted as variable).
14. Variable width drainage easement on MF side must be labeled as private and define width.
15. Sewer easement Doc 2010-06346, define width.
16. 10' Wall maintenance easement must be labeled as Private.
17. Property has changed owners since Preliminary Plat. Must comply with 155.4.06.D
18. All public improvements must be accepted through the submission of an Engineers' Letter of Certification of Completed Record Drawings – 155.5.06.D
 - a. Test reports must be submitted including water line, sewer line – mandrel CTY scan and water flow.
 - b. Street lights must be installed per plans.
 - c. Include Sidewalk on Ella Court in the Maintenance bond. Provide Maintenance bond. 155.5.06.G
 - d. Storm Water Facility Maintenance Agreement must be approved.
 - e. All fees must be paid in full. PW inspection Fees?
19. Tax Certificates must be obtained for Recordation with the County. 115.04.06.H.4.e

20. Provide the City's required plat language. Strike contradictory language under Owners' Certificate and Dedication.
21. Certificate of Surveyor states "Preliminary." 155.4.06
22. Correct typo on Certificate of Approval. 155.4.06
23. Provide proof of Ownership as referenced in 155.4.06.D

The Planning and Zoning Commission convened on November 17, 2021 and recommended by a vote of 5/1 that the City Council grant a Conditional Approval of the Final Plat pending completion of the 23 item list. The items shall be completed and a corrected Final Plat submitted no later than December 11, 2021. If any items are not completed by December 11, the Final Plat is denied.

BACKGROUND:

Spectra approached the City in April 2020 to present a plan for student housing. After several iterations, the PD was approved for the construction of multifamily housing and 13 single-family lots. In May 2021, the City Council extended the development schedule of the Planned Development until July 1, 2021 to allow for the completion of public improvements. The project is nearing completion pending final inspections, acceptance of the public improvements and receipt of the required two-year maintenance bond for the improvements.

Sec. 155.4.06. Final plat.

- A. *Purpose.* The purpose of a Final Plat is to ensure:
 1. That the proposed Subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities,
 2. That Public Improvements to serve the Subdivision or development have been installed and accepted by the City, or that provision for such installation has been made, and
 3. That all other City requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.
- B. *Applicability.* No subdivision of land shall be allowed without proper submittal, approval, and adoption of a Final Plat.
- C. *Exceptions.* A Final Plat is not required when a Minor Plat is submitted (See Section 4.07).
- D. *Ownership.*
 1. The Applicant shall furnish with the Application to the City a current title commitment issued by a title insurance company authorized to do business in Texas, a title opinion letter from an attorney licensed to practice in Texas, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the Final Plat.
 2. The Final Plat shall be signed by each owner, or by the representative of the owners authorized to sign legal documents for the owners and lienholder, effectively denoting that they are consenting to the platting of the property and to the dedications and covenants that may be contained in the Final Plat.
- E. *Accompanying Applications.*
 1. An Application for a Final Plat may be accompanied by Construction Plans if also accompanied by a Development Agreement and appropriate surety in accordance with Section 5.05.
 2. Approval of each shall be separate and in accordance with Section 5.05.
- F. *Prior Approved Preliminary Plat.* The Final Plat and all accompanying data shall conform to the approved Preliminary Plat, or as the Preliminary Plat may have been amended subsequently, incorporating all conditions imposed or required, if applicable.
- G. *Review by City Administrator.* The City Administrator shall:
 1. Initiate review of the plat and materials submitted,

2. Make available Plats and reports to the Commission for review, and
3. Upon determination that the Application is ready to be acted upon, schedule the Final Plat for consideration on the agenda of the next available meeting of the Commission.

H. *Action by Planning and Zoning Commission.* The Commission shall:

1. Review the Final Plat Application, the findings of the City Administrator, and any other information available.
 - a. From all such information, the Commission shall determine whether the Final Plat conforms to the applicable regulations of this Subdivision Ordinance.
 - b. All Public Improvements have been installed (For exception, See Section 5.05)
2. Act within thirty (30) calendar days following the Official Submission Date, unless the Applicant submits a Waiver of Right to 30-Day Action.
 - a. If no decision is rendered by the Commission within the thirty (30) day period described above or such longer period as may have been agreed upon, the Final Plat, as submitted, shall be deemed to be approved by the Commission.
3. Take one of the following actions:
 - a. Approve the Final Plat;
 - b. Approve the Final Plat with conditions, which shall mean that the Final Plat shall be considered to have been approved once such conditions are fulfilled, and until the conditions are satisfied, it is considered denied; or
 - c. Deny the Final Plat.
4. A motion to approve a Final Plat shall be subject to the following conditions, whether or not stated in the motion to approve:
 - a. All required fees shall be paid.
 - b. All conditions required by ordinances have been reviewed and approved by the City.
 - c. On-site easements and rights-of-way have been dedicated and filed of record and properly described and noted on the proposed plat.
 - d. All required abandonments of public rights-of-way or easements that must be approved by the City Council and the abandonment ordinance numbers are shown on the plat.
 - e. Original tax certificates have been presented from each taxing unit with jurisdiction of the real property showing the current taxes are paid.

I. *Final Plat Criteria for Approval.* The following criteria shall be used by the Commission to determine whether the Application for a Final Plat shall be approved, approved with conditions, or denied.

1. *With Prior Approved Preliminary Plat.*
 - a. The Final Plat conforms to the approved Preliminary Plat except for minor amendments that are authorized under Section 4.05.K.1 and that may be approved without the necessity of revising the approved Preliminary Plat;
 - b. All conditions imposed at the time of approval of the Preliminary Plat, as applicable, have been satisfied;
 - c. The Construction Plans conform to the requirements of Section 5 and have been approved by the City Administrator.
 - d. Where Public Improvements have been installed, the improvements conform to the approved Construction Plans and have been approved for acceptance by the City Administrator;
 - e. Where the City Administrator has authorized Public Improvements to be deferred, a Development Agreement has been executed and submitted by the property owner in conformity with Section 5.05;

- f. The final layout of the Subdivision or development meets all standards for adequacy of public facilities contained in this Subdivision Ordinance;
 - g. The Plat conforms to design requirements and construction standards as set forth in the Engineering Standards Manual; and
 - h. A plat prepared by a registered public surveyor conforms to the City Administrator's subdivision Application checklists and Subdivision Ordinance regulations.
2. *Without Prior Approved Preliminary Plat.*
- a. The Final Plat conforms to all criteria for approval of a Preliminary Plat;
 - b. The Construction Plans conform to the requirements of Section 5 and have been approved by the City Administrator;
 - c. A Development Agreement with surety for installation of Public Improvements has been prepared and executed by the property owner in conformance with 5.05;
 - d. The final layout of the Subdivision or development meets all standards for adequacy of public facilities contained in this Subdivision Ordinance; and
 - e. The Final Plat conforms to the City's subdivision Application checklist and Subdivision Ordinance regulations.
- J. *Procedures for Final Plat Recordation upon Approval.* The Applicant shall supply to the City Administrator the required number of signed and executed copies of the Final Plat that will be needed to file the Plat, upon approval, with the County (in the County's required format) at least seven (7) calendar days prior to the meeting at which it will be considered for approval.
- 1. *General.*
 - a. Signatures. After approval of the Final Plat, the City Administrator shall procure the appropriate City signatures on the Final Plat.
 - b. Recording upon Performance. The Final Plat shall be recorded after:
 - i. The Final Plat is approved by the City;
 - ii. All required Public Improvements have been completed and accepted by the City or a Development Agreement has been executed and appropriate surety provided in accordance with Section 5.05; and
 - iii. All County filing requirements are met.
 - 2. *Submittal of Final Plat Where Improvements Installed.* Where all required Public Improvements have been installed prior to recording of the Final Plat, the Applicant shall meet all requirements in accordance with Section 4.06.I.
 - 3. *Submittal of Final Plat Where Improvements Have Not Been Installed.* Where some or all required Public Improvements are not yet completed in connection with an approved Final Plat, the Applicant shall submit the Final Plat as approved, revised to reflect any conditions imposed as part of approval.
 - 4. *Update of Proof of Ownership.* If there has been any change in ownership since the time of the Proof of Ownership provided under 4.05.D, the Applicant shall submit a new consent agreement executed by each owner and lienholder consenting to the platting of the property and the dedications and covenants contained in the Plat.
- K. *Effect of Approval.* The approval of a Final Plat:
- 1. Supersedes any prior approved Preliminary Plat for the same land.
 - 2. If applicable, authorizes the Applicant to install any improvements in public Right-of-Way in conformance with approved Construction Plans and under a Development Agreement (refer to 5.05).
 - 3. Authorizes the Applicant to seek Construction Release and/or issuance of a Building Permit.
- L. *Revisions Following Recording/Recordation.* Revisions may only be processed and approved as a Replat, Minor Replat, or Amending Plat, as applicable.

- M. *Signature Blocks.* Unless otherwise modified by the City Administrator, the following signature blocks shall be used in conjunction with the Final Plat.
1. Certificate of Surveyor.
 2. Owner's Statement for Fire Lane Easement.
 3. Owner's Acknowledgement and Dedication.
 4. Lienholder's Ratification of Plat Dedication.
 5. Certificate of Final Plat Approval.
 6. Certificate of Completion and Authorization to File.
 7. County Authorization (If Applicable).
- N. *Expiration of Approved but not Filed Plat.*
1. *Two-Year Validity.*
 - a. The approval of a Final Plat shall remain in effect for a period of two (2) years following the date of approval, during which period the Applicant shall submit and receive approval for Construction Plans for the land area shown on the Final Plat.
 - b. If Construction Plans have not been approved within the two (2) year period, the Final Plat shall expire.
 2. *Relationship to Construction Plans.* A Final Plat shall remain valid for the period of time in which approved Construction Plans are valid (5.01.G Expiration Date for Construction Plans).
 3. *Void If Not Extended.* If the Final Plat is not extended as provided in 4.06.O Final Plat Extension for Approved but not Filed Plat, it shall expire and shall become null and void.
 4. *Approved Final Plat that have been Filed (Recorded with the County).* Approved plats that have been filed with the County shall not expire.
- O. *Final Plat Extension for Approved but not Filed Plat.* A Final Plat may be extended for a period not to exceed one (1) year beyond the Final Plat's initial expiration date. A request for extension shall be submitted to the City Administrator in writing at least thirty (30) calendar days prior to expiration of the Final Plat, and shall include reasons why the Final Plat should be extended.
1. *Decision by the City Administrator.*
 - a. The City Administrator will review the extension request and shall approve or deny the extension request within thirty (30) calendar days following the date of the request.
 - b. Should the City Administrator fail to act on an extension request within thirty (30) calendar days, the extension shall be deemed to be approved.
 2. *Considerations.* In considering an extension, the City Administrator shall consider whether the following conditions exist:
 - a. Construction Plans have been submitted and/or approved for any portion of the property shown on the Final Plat;
 - b. Construction, including the installation of public improvements, is occurring on the property;
 - c. The Final Plat complies with new ordinances that impact the health, safety and general welfare of the community; and/or
 - d. If there is a need for a park, school or other public facility or improvement on the property.

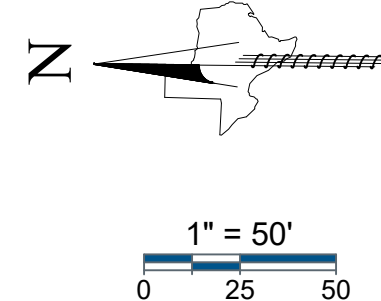
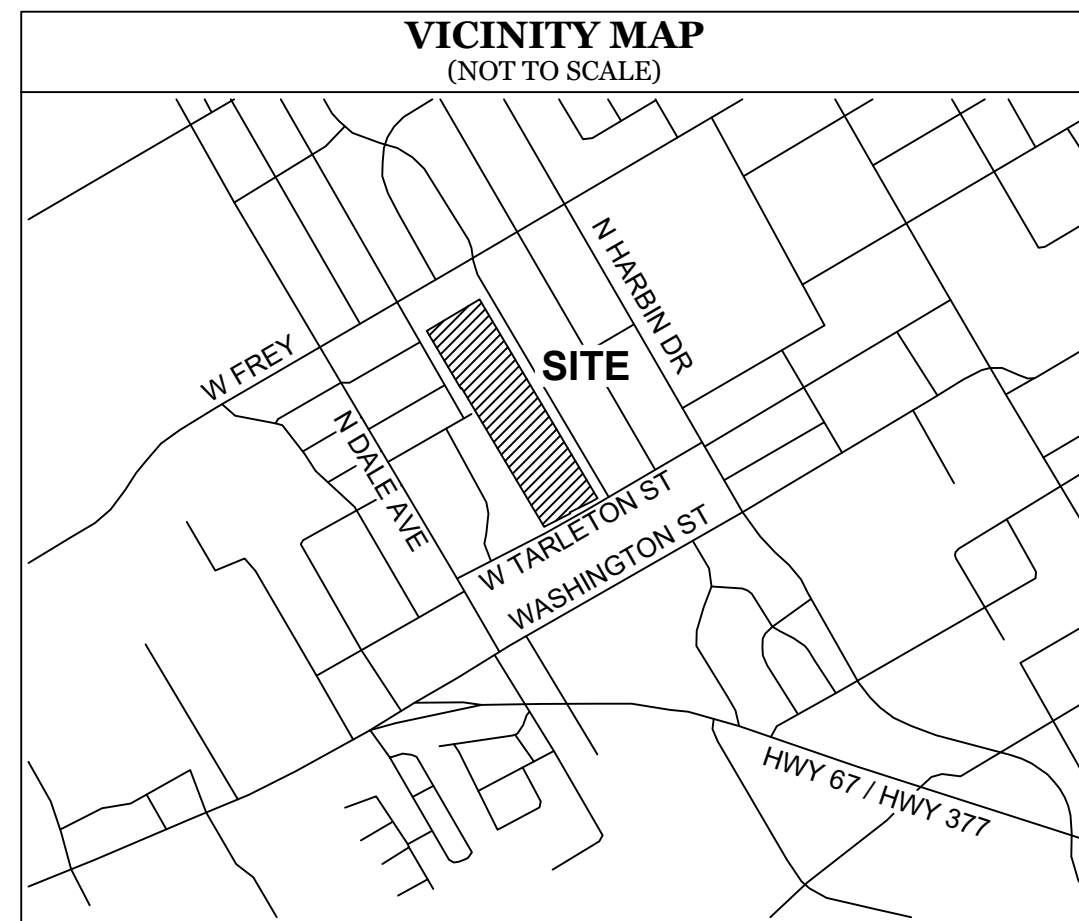
FACTORS TO CONSIDER:

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?

- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel - is land large enough and in proper location for proposed use?
- Reasonable Use of Property - does proposed change provide reasonable use of property?
- Zoning has great discretion - deny if applicant has not proven it is in the best interest of City to rezone

ALTERNATIVES

1. Overrule the recommendation of the Planning and Zoning Commission and approve the Final Plat;
2. Accept the recommendation of the Planning and Zoning Commission and approve the Final Plat with conditions, which shall mean that the Final Plat shall be considered to have been approved once such conditions are fulfilled, and until the conditions are satisfied, it is considered denied; or
3. Overrule the recommendation of the Planning and Zoning Commission and deny the Final Plat.

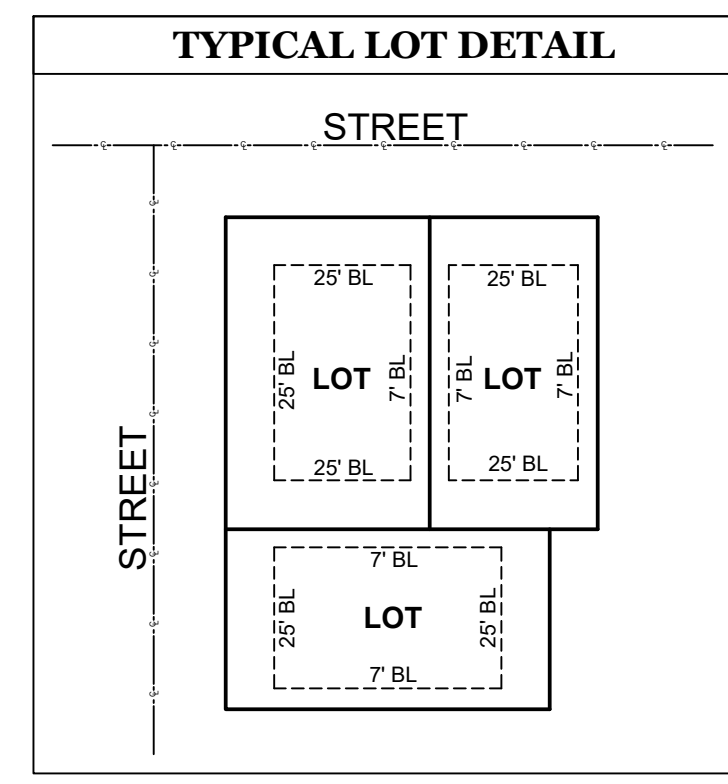


CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	261.80'	50.00'	299°59'47"	28.87'	N 60°09'40" E	50.00'
C2	261.80'	50.00'	300°00'00"	28.87'	S 59°33'10" W	50.00'

LINE	BEARING	DISTANCE
L1	S 59°33'28" W	5.22'

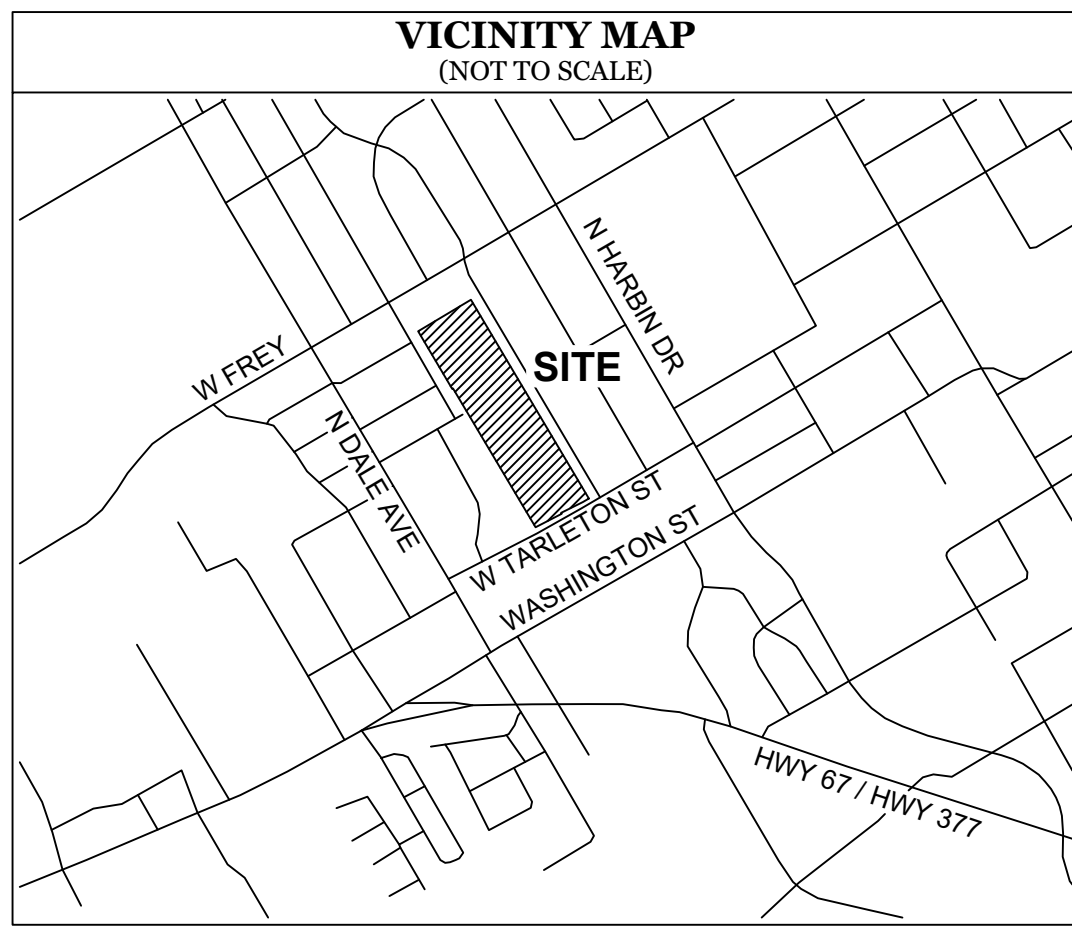
LEGEND

- PG = PAGE
- VOL = VOLUME
- CAB = CABINET
- POB = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- CIRS = CAPPED IRON ROD SET
- DOC. NO. = DOCUMENT NUMBER
- D.R.E.C.T. = DEED RECORDS, ERATH COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORDS, ERATH COUNTY, TEXAS
- O.R.D.C.T. = OFFICIAL RECORDS, ERATH COUNTY, TEXAS



Project 2005.008-10	<p>EAGLE SURVEYING, LLC 210 S. Elm Street, Suite: 104 Denton, TX 76201 (940) 222-3009 TX Firm #10194177</p>
Date 11/01/2021	
Drafter TAR/CHM	

FINAL PLAT
THE KAYLIE SUBDIVISION
 LOT 1-14, BLOCK A
 BEING 8.92 ACRES OF LAND SITUATED IN THE
 JOHN BLAIR SURVEY, ABSTRACT NUMBER 32
 IN THE CITY OF STEPHENVILLE
 ERATH COUNTY, TEXAS



CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
 COUNTY OF DENTON §

THIS is to certify that I, **MATTHEW RAABE**, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me.

PRELIMINARY
 this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document
 Matthew Raabe, R.P.L.S. #6402 _____ Date _____

STATE OF TEXAS §
 COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **MATTHEW RAABE**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2021.

Notary Public in and for the State of Texas _____

My commission expires on _____.

CERTIFICATE OF APPROVAL

APPROVED this the _____ day of _____, 2021.

CITY OF STEPHENVILLE
 ERATH COUNTY, TEXAS

BY: _____
 Director of Development Services

ATTEST: _____
 City Secretary

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
 COUNTY OF ERATH §

WHEREAS, **SPECTRA TSU STEPHENVILLE, LLC**, is the owner of an 8.92 acre tract of land out of the John Blair Survey, Abstract Number 32, situated in the City of Stephenville, Erath County, Texas, being all of Lots 1 and 2, Block 3 of The Kaylie Subdivision, of record in Cabinet B, Slide 126A of the Plat Records of Erath County, Texas as conveyed to Spectra TSU Stephenville, LLC, by Special Warranty Deed of record in Document Number 2020-06665 of the Official Records of Erath County, Texas, also being all of Lot 8-E of the subdivision of the Sarah K. Schuler Estate, of record in Volume 458, Page 548 of the Deed Records of Erath County, Texas, as conveyed to Spectra TSU Stephenville, LLC, by Special Warranty Deed of record in Document Number 2020-06664 of said Official Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8 inch iron rod found at an angle point in the North right-of-way line of West Tarleton Street (right-of-way varies), being the Southeast corner of said Lot 2, Block 3 of The Kaylie Subdivision and hereof;

THENCE, along the North right-of-way line of West Tarleton Street, being in part, the common South line of said Lots 1 and 2, Block 3 of The Kaylie Subdivision and in part, the common South line of said Lot 8-E, the following four (4) courses and distances:

1. S59°52'22"W, a distance of 36.82 feet to an "X" cut found;
2. S63°52'18"W, a distance of 127.86 feet to a 3/8 inch iron rod found in the East line of said Lot 8-E, being the Southwest corner of Lot 1, Block 3 of The Kaylie Subdivision;
3. S30°28'52"E, a distance of 6.25 feet to a Mag nail set at the Southeast corner of said Lot 8-E;
4. S63°06'56"W, a distance of 154.71 feet to a Mag nail set for the Southwest corner of said Lot 8-E and hereof;

THENCE, along the West lines of said Lot 8-E and said Lot 1, being in part, the common North right-of-way line of West Tarleton Street, in part the common East line of a called 4.0485 acre tract conveyed to MIMG LXI Stephenville West Sub, LLC by deed of record in Document Number 2014-03583 of said Official Records and in part, the common East and North line of Lot 21, Block 139 of Lots 20 and 21, Block 139, City of Stephenville, Erath County, Texas, a subdivision of record in Cabinet A, Slide 238B of said Plat Records, the following two courses and distances:

1. N30°29'58"W, a distance of 851.02 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast corner of said Lot 21;
2. S59°33'28"W, a distance of 5.22 feet to a 3/8 inch iron rod found at the southwest corner of South Tanglewood Addition, a subdivision of record in Volume 450, Page 124 of said Deed Records;

THENCE, N30°19'52"W, leaving the North line of said Lot 21, along the West line of said Lot 1 and the common East line of said South Tanglewood Addition, a distance of 353.24 feet to a 1/2 inch iron rod found at the common South corner of Lot 8 and Lot 9, Block 2 of The Kaylie Subdivision, of record in Cabinet B, Slide 126A of said Plat Records, also being the Northwest corner of said Lot 1 and hereof;

THENCE, N59°25'55"E, along the North line of said Lot 1, being in part, the common South line of said Lot 9, Block 2 and in part, the common South line of Lot 9, Block 1 of said Kaylie Subdivision of record Cabinet B, Slide 126A, a distance of 324.01 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the West line of Lot 50, Block 4 of L.H. Groesbeek Addition, a subdivision of record in Volume 393, Page 564 of said Deed Records, being the common Southeast corner of said Lot 9, Block 1 and Lot 8 of said Block 1, also being the Northeast corner of said Lot 1 and hereof;

THENCE, S30°26'50"E, along the East lines of said Lots 1 and 2, being the common West line of said L.H. Groesbeek Addition, a distance of 1218.14 feet to the **POINT OF BEGINNING** and containing an area of 8.92 Acres, or (388,526 Square Feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **SPECTRA TSU STEPHENVILLE, LLC**, being the sole owner, does hereby adopt this plat designating the herein above described real property as **THE KAYLIE SUBDIVISION**, an addition to the City of Stephenville, Erath County, Texas, and we do hereby dedicate to the public's use forever the streets, alleys, parks and easements shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated. No buildings, fences, trees, shrubs or interfere with the construction, maintenance or efficiency of its respective system on the easements and all public utilities shall at all times have full right of ingress and egress to or from and upon reconstructing, inspecting, patrolling, maintaining, respective systems without the necessity at any time of procuring the permission of anyone.

Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and at any maintenance and service required or ordinarily performed by that utility. The easements dedicated are for the specific use of installing water, sewer, electrical, telephone, natural gas, or cablevision lines, and are not intended to be used for the collection of garbage or for the use of garbage vehicles in any manner. This plat approved subject to all platting ordinances, rules, regulations, resolutions of the City of Stephenville, Texas.

WITNESS my hand at _____, _____ County, Texas this the _____ day of _____, 2021.

OWNER: **SPECTRA TSU STEPHENVILLE, LLC**
 an Indiana limited liability company

BY: _____
 Justin Farris, its President _____ Date _____

STATE OF _____ §
 COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared **Justin Farris**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2021.

Notary Public in and for the State of _____

My commission expires on _____.

**FINAL PLAT
 THE KAYLIE SUBDIVISION
 LOT 1-14, BLOCK A**

BEING 8.92 ACRES OF LAND SITUATED IN THE
 JOHN BLAIR SURVEY, ABSTRACT NUMBER 32
 IN THE CITY OF STEPHENVILLE
 ERATH COUNTY, TEXAS

Project 2005.008-10	EAGLE SURVEYING, LLC 210 S. Elm Street, Suite: 104 Denton, TX 76201 (940) 222-3009 TX Firm #10194177
Date 11/01/2021	
Drafter TAR/CHM	

SURVEYOR
 Eagle Surveying, LLC
 210 S. Elm Street, Suite: 104
 Denton, TX 76201
 (940) 222-3009

ENGINEER
 Whitworth Engineering
 5700 Lionfish Way
 Fort Worth, TX 76131
 (817) 236-6106

OWNER
 Spectra TSU Stephenville, LLC
 135 North Pennsylvania Street, Suite: 2501
 Indianapolis, Indiana 46204

2241 W. TARLETON STREET

Fireside District

Spectra Student Living















STAFF REPORT



SUBJECT: Case No.: RZ2021-018

Applicants Allen Vandergriff, Chad Vandergriff and Corianna Alandt, are requesting a rezone of property located at located at 683 W Tarleton, Parcel R29685, of PARK PLACE AND CITY ADDITION, BLOCK 3 & 69, LOTS 1B,2B,4B,12 (PTS OF), of the City of Stephenville, Erath County, Texas, (B-2) Retail and Commercial Business to (R-1) Single Family.

DEPARTMENT: Development Services

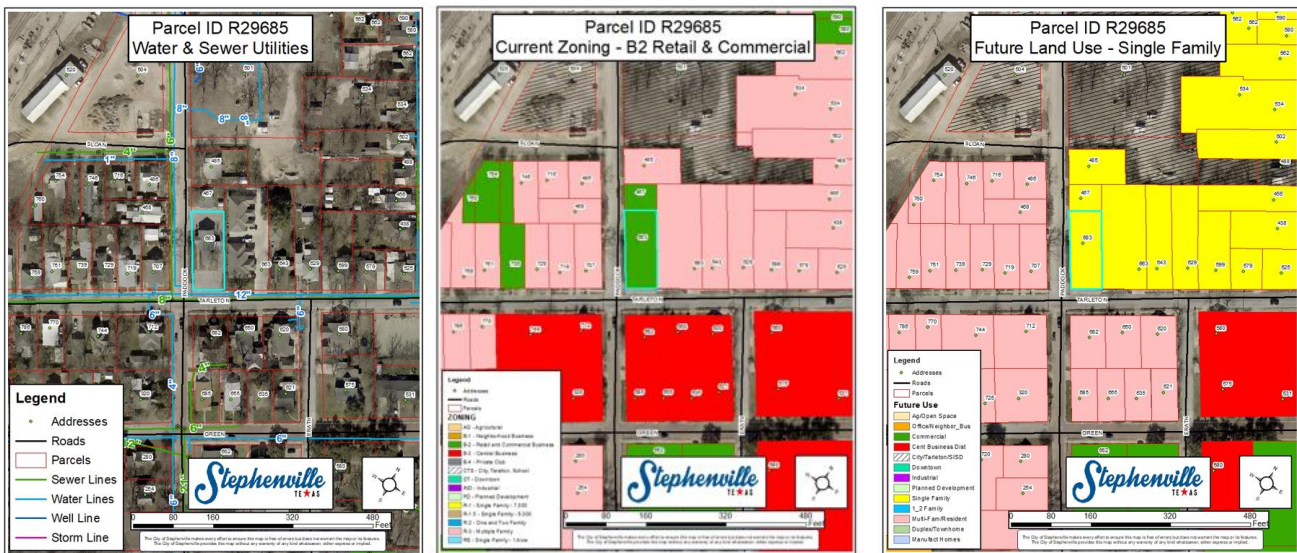
STAFF CONTACT: Steve Killen

RECOMMENDATION:

The Planning and Zoning Commission convened on November 17, 2021 and by a vote of 6/0, recommended the City Council approve the rezone request.

BACKGROUND:

Ms. Alandt is requesting the zoning change as they no longer wish to operate the business and desire to use the structure as originally constructed (as a single family residence). The property has been operated as a personal service salon.



REQUESTED ZONING

Sec. 154.05.3. Single-family residential district (R-1) (7,500 ft²).

5.3.A Description. This residential district provides for a generally lesser density city neighborhood development. The primary land use allows for single-family dwelling development appropriate to a city-style neighborhood. Other uses within this district shall contribute to the nature of the neighborhood. Development within this district is intended to be separate from and protected from the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

5.3.B Permitted Uses.

- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing or failing to prohibit residential use of a dwelling in this district by more than three unrelated individuals;
- (2) Accessory buildings;
- (3) Churches, temple, mosques and related facilities;
- (4) Community home;
- (5) Park or playground; and
- (6) SISD school—public.

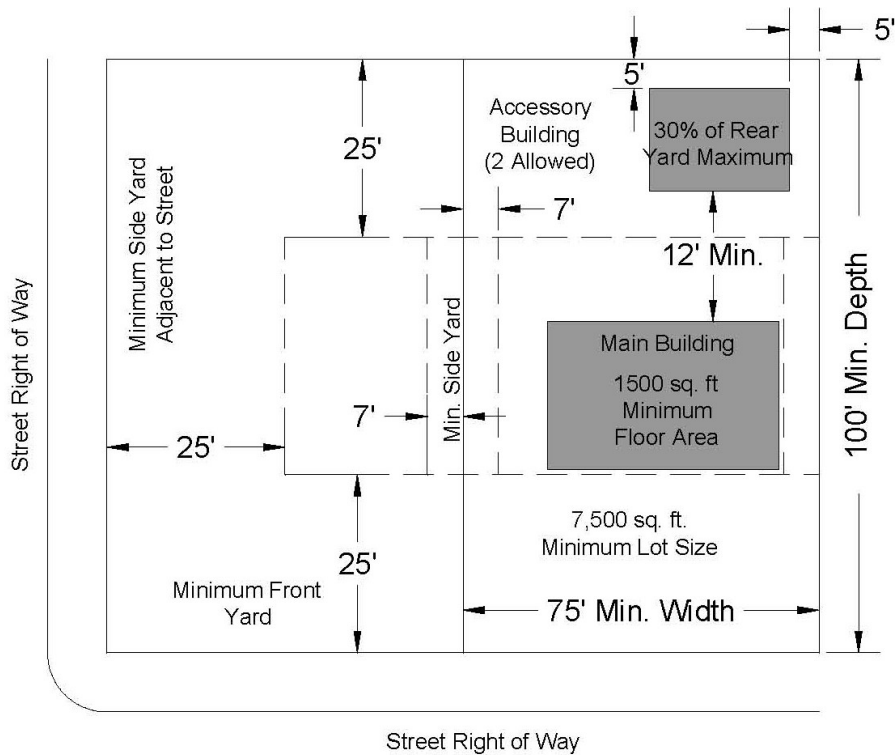
5.3.C Conditional Uses.

- (1) Home occupation;
- (2) Common facilities as the principal use of one or more platted lots in a subdivision; and
- (3) Child care—registered family home.

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

- (1) Maximum density: one dwelling unit per lot.
- (2) Minimum lot area: 7,500 ft².
- (3) Minimum lot width and lot frontage: 75 feet.
- (4) Minimum lot depth: 100 feet.
- (5) Minimum depth of front setback: 25 feet.
- (6) Minimum depth of rear setback: 25 feet.
- (7) Minimum width of side setback:
 - (a) Internal lot: seven feet.
 - (b) Corner lot: 25 feet from intersecting side street.
- (8) Building size:
 - (a) Maximum main building coverage as a percentage of lot area: 40%.
 - (b) Minimum area of main building: 1,500 ft².
- (9) Accessory buildings:

- (a) Maximum accessory buildings coverage of rear yard: 30%.
 - (b) Maximum number of accessory buildings: two.
 - (c) Minimum depth of side setback: five feet.
 - (d) Minimum depth of rear setback: five feet.
 - (e) Minimum depth from the edge of the main building: 12 feet.
- (10) Maximum height of structures: 35 feet.
- (11) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.

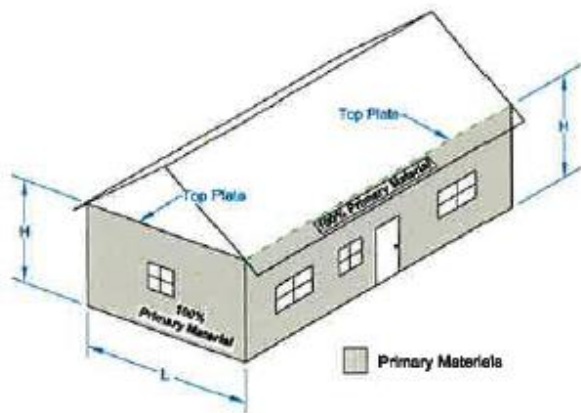


5.3.E Parking Regulations. A Single-Family, R-1 District lot shall provide a minimum of two vehicle parking spaces, with a driveway connecting the parking spaces with a street or alley, and meet all the pertinent requirements contained in this ordinance, Section 11, Parking Regulations of this ordinance.

5.3.F Type of Construction.

- (1) The exterior walls of all new dwellings to the top plate, shall be constructed exclusively of primary materials, excluding doors, windows, and porches. See Section 10.E(1): Exterior Building Material Standard—Primary Materials.
- (2) Existing dwellings expanding the total square footage of the building 50% or less, or modifying the exterior walls, may use the same exterior construction material as the existing primary building. If the material is not available, similar material may be used if approved by the Community Development Director.
- (3) Existing dwellings expanding the total square footage of the building by more than 50%, or proposing to use a material consistent with the

primary structure for any expansion must use primary materials, Section 10.E(1): Exterior Building Material Standard—Primary Materials, for the expansion area.



NEW CONSTRUCTION

Total Exterior Wall shall equal,
100% of Primary Materials.
(Windows & Doors are excluded)

EXISTING STRUCTURES

1. Expanding or modifying the footage of the building 50% or less, may use the same exterior material as the existing primary building. If not available, approval is need from the Community Development Director.
2. Expanding or modifying the footage of the building 50% or more, must use 100% Primary Materials of the exterior wall.
3. Windows and Doors are excluded.

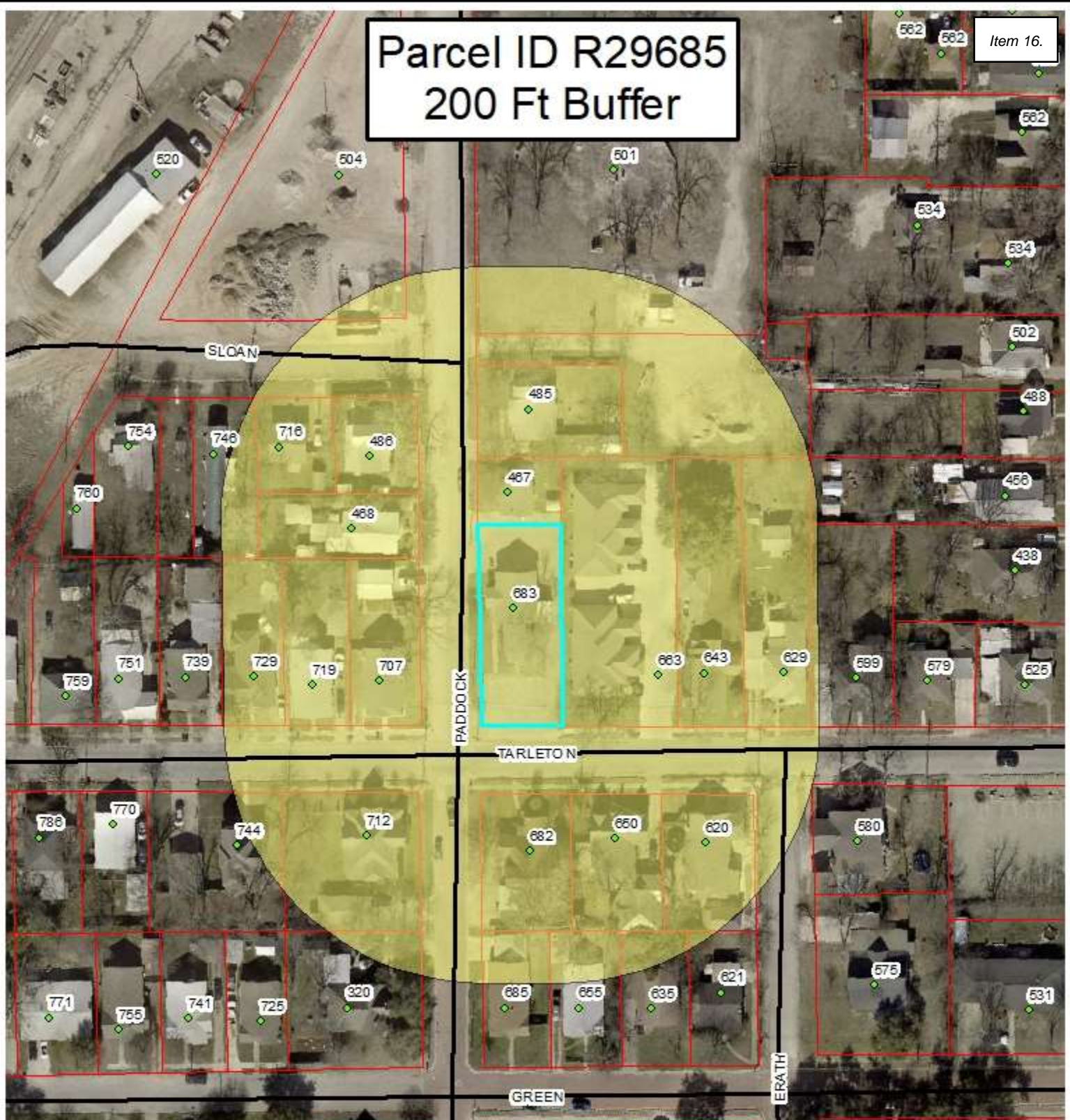
(Ord. 2011-26, passed 12-6-2011)

ALTERNATIVES

- 1) Accept the recommendation of the Planning and Zoning Commission and approve the rezone request.
- 2) Overrule the recommendation of the Planning and Zoning Commission and deny the rezone request.

Parcel ID R29685 200 Ft Buffer

Item 16.



Legend

- ◆ Addresses
- Roads
- R29685 Buffer
- Parcels



The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either express or implied.

Parcel ID R29685

Current Zoning - B2 Retail & Commercial

Item 16.



Legend

- ◆ Addresses
- Roads
- Parcels

ZONING

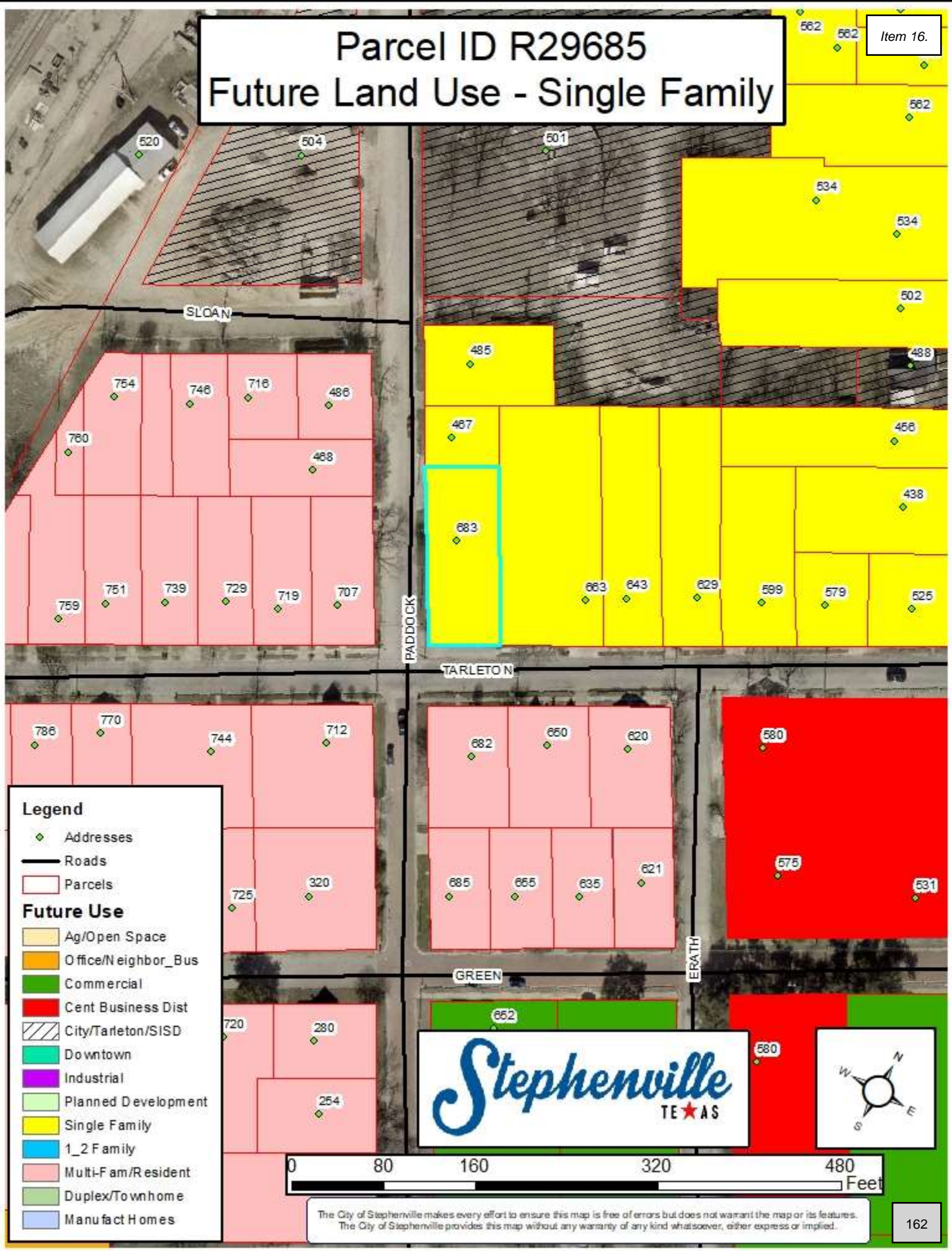
- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTS - City, Tareyton, School
- DT - Downtown
- IND - Industrial
- PD - Planned Development
- R-1 - Single Family - 7,500
- R-1.5 - Single Family - 6,000
- R-2 - One and Two Family
- R-3 - Multiple Family
- RE - Single Family - 1 Acre



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Parcel ID R29685 Future Land Use - Single Family

Item 16.



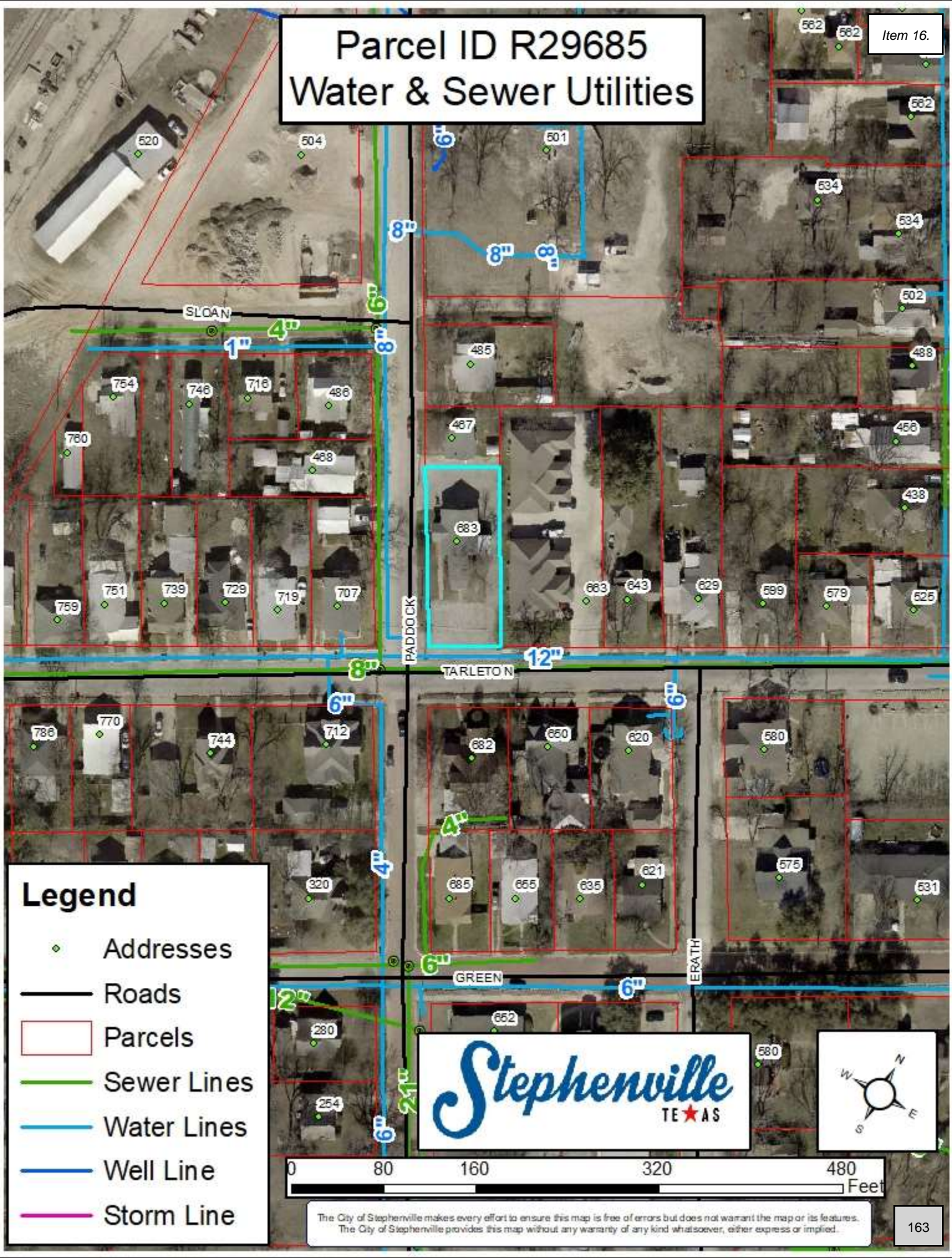
- Legend**
- ◆ Addresses
 - Roads
 - Parcels
- Future Use**
- Ag/Open Space
 - Office/Neighbor_Bus
 - Commercial
 - Cent Business Dist
 - City/Tarleton/SISD
 - Downtown
 - Industrial
 - Planned Development
 - Single Family
 - 1_2 Family
 - Multi-Fam/Resident
 - Duplex/Townhome
 - Manufact Homes



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Parcel ID R29685 Water & Sewer Utilities

Item 16.



Legend

- ◆ Addresses
- Roads
- Parcels
- Sewer Lines
- Water Lines
- Well Line
- Storm Line



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Parcel R29685 200 ft Buffer Addresses

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000029572	712 TARLETON	6 + 6 HOUSING CORPORATION	PO BOX 15173	SAN ANTONIO	TX	78212
R000029560	580 W TARLETON	AGUINAGA DAVID	580 W TARLETON ST	STEPHENVILLE	TX	76401
R000029566	621 GREEN	CHOATE MILO J III & BETSY	1392 HIGHLAND VIEW DRIVE	STEPHENVILLE	TX	76401
R000032724	485 N PADDOCK	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000032722	501 N PADDOCK	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000032741	500 N PADDOCK	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000029565	620 TARLETON	EOFF GREGORY & STEPHANIE	620 W TARLETON	STEPHENVILLE	TX	76401
R000029564	682 TARLETON	GEISENHOF MARGO ANN ROBERTSON	682 W TARLETON ST	STEPHENVILLE	TX	76401-3344
R000029573	320 PADDOCK	GIEBLER WALTER S	11750 FM2303	STEPHENVILLE	TX	76401
R000032736	719 TARLETON	GODWIN LEONOR ELENA	575 N CHARLOTTE	STEPHENVILLE	TX	76401
R000029690	599 TARLETON	HALE RICK	150 N HARBIN DR SUITE 430	STEPHENVILLE	TX	76401
R000029688	643 TARLETON	HARRISON MINNIE JOSEPHINE LIVING TRUST	890 ELK RIDGE DR	STEPHENVILLE	TX	76401
R000029684	663 W TARLETON	HOTTISH PROPERTIES LLC	PO BOX 216	SPRINGTOWN	TX	76082
R000029567	635 GREEN	LLOYD ANGIE MARIE	1395 MELISSA DR	STEPHENVILLE	TX	76401
R000029683	456 RACE	LUNA WILLIE & LINDA S	456 N RACE	STEPHENVILLE	TX	76401
R000032734	468 PADDOCK	MOORE JOHN M & CHARLE	24520 N US281	STEPHENVILLE	TX	76401-6310
R000032738	739 TARLETON	OLIVER MARGRET LEIGH	739 W TARLETON	STEPHENVILLE	TX	76401-0000
R000029570	650 TARLETON	POEN GEORGE W & F CHRISTINE	650 W TARLETON	STEPHENVILLE	TX	76401-3344
R000029687	629 TARLETON	RAMSEY LESLI JANE	629 W TARLETON	STEPHENVILLE	TX	76401
R000032730	746 SLOAN	RODRIGUEZ JOSE A	2591 DENMAN ST	STEPHENVILLE	TX	76401
R000032733	716 SLOAN	TOUCHON BARBARA & CALE DAVIS	486 N PADDOCK	STEPHENVILLE	TX	76401
R000032732	486 PADDOCK	TOUCHON BARBARA LIVELY	486 N PADDOCK	STEPHENVILLE	TX	76401
R000029686	467 PADDOCK	VANDERGRIF ALLEN & CHAD VANDERGRIF &	2401 CR130	STEPHENVILLE	TX	76401
R000029685	683 W TARLETON	VANDERGRIF ALLEN & CHAD VANDERGRIF &	2401 CR130	STEPHENVILLE	TX	76401
R000029571	744 TARLETON	VANNOY DALE E & LUCINDA	1011 OVERLOOK BEND	LEANDER	TX	78641
R000029568	685 W GREEN	VILLAREAL CAROLYN	685 W GREEN	STEPHENVILLE	TX	76401
R000032737	729 TARLETON	W TARLETON PROPERTIES	PO BOX 159	GRANBURY	TX	76048
R000032723	485 PADDOCK	WAYLAND AUSTIN JOHN	485 N PADDOCK ST	STEPHENVILLE	TX	76401
R000029569	655 GREEN	WILSON DIXIE J & BRODY L WILSON	655 W GREEN ST	STEPHENVILLE	TX	76401
R000032735	707 W TARLETON	YOUNG RYAN	707 W TARLETON	STEPHENVILLE	TX	76401

Permit #4613
R2 2021-017

ZONING AMENDMENT APPLICATION

CITY OF STEPHENVILLE

- 1. APPLICANT/OWNER: Corinna Alandt
First Name Last Name
- ADDRESS: 720 Fathom Dr. (650) 619-0505
Street/P.O. Box Phone No.
San Mateo CA 94404
City State Zip Code
- 2. PROPERTY DESCRIPTION: 683 West Tarleton Street
Street Address
- 3. LEGAL DESCRIPTION: Stephenvill, Texas 76401
Lot(s) Block(s) Addition
Touch of class
- 4. PRESENT ZONING: Commercial
Zoning District Title
- PROPOSED ZONING: residential
Zoning District Title

5. APPLICANTS REQUEST FOR ZONING CHANGE IS AS FOLLOWS:
 Sadi! My mother died of COVID on Jan 2021.
 she owned and worked at this establishment.
 we can no longer keep it as a beauty shop
 and closed it. we need it converted to residential.
 (Attach an additional sheet if necessary) my mothers death was sudden we
 need money to keep my father
 Corinna Alandt 9-23-2021
Signature of Applicant Date
 Please help!
 Thank you.
 Jma Corp
Signature of City Official Received Date Received



STAFF REPORT

SUBJECT: Case No.: PD2021-003, 2021-004 and 2021-005

Applicant Reese Flanagan of MMA, LLC, representing Troy Kunkel of 598 Westwood, LLC, is requesting a rezone of properties located at 817 W. Washington, Parcel 29583 of CITY ADDITION, BLOCK 62, LOT 6A, 7, part of 14 and 17, 855 and 865 W. Washington, Parcel R29581, of CITY ADDITION, BLOCK 62, LOTS 4, part of 5 and 6B and 873 W. Washington, Parcel R29580, of CITY ADDITION, BLOCK 62, LOT 3, of the City of Stephenville, Erath County, Texas, from (B-2) Retail and Commercial Business to (PD) Planned Development. The applicant will present the Planned Development.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

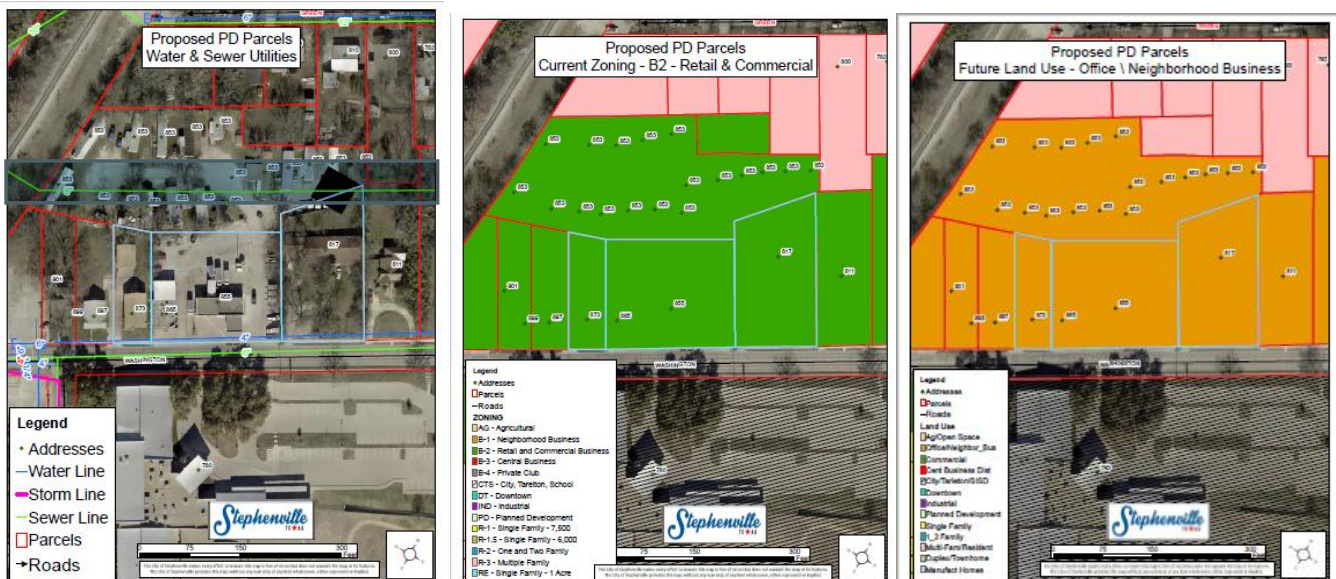
RECOMMENDATION:

The Planning and Zoning Commission convened on November 17, 2021 and by a vote of 5/1, recommended the City Council approve the rezone request to Planned Development.

BACKGROUND:

APPLICANT REQUEST:

On August 15, 2021, the applicant presented the Conceptual Plan to the Planning and Zoning Commission for an intended townhome development. The concept plan proposed 23 units on 0.94 acres (density of 24.47 units per acre) with 51 parking spaces (exceeding the two spaces per unit requirement). The applicant is now requesting approval of the rezone to Planned Development. Sections 8.E and 8.J outline the requirements that must be met in order to approve the PD.



DESCRIPTION OF REQUESTED ZONING

Sec. 154.08. Planned development district (PD).

8.A Description.

- (1) Planned development districts are designed for greater flexibility and discretion in the application of residential and non-residential zoning and for increased compatibility and the more effective mitigation of potentially adverse impacts on adjacent land than in possible under standard district regulations. It is recognized that it is desirable for certain areas of the city to be developed in accordance with development plans prepared and approved as a part of the ordinance authorizing the zoning necessary for the proposed development.
- (2) Improvements in a "PD" District are subject to conformance with a development plan approved by the City Council on Planning and Zoning Commission recommendation and after public hearing thereon. No development plan may increase gross density in excess of that allowed by the base district.

8.B Permitted Uses. In a PD Development District, no land shall be used and no building shall be installed, erected for/or converted to any use other than a hereinafter provided.

NON-RESIDENTIAL PLANNED DEVELOPMENTS. Considered appropriate where the following conditions prevail:

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Non-residential uses are situated such that an appreciable amount of land is available for open space or joint use as parking space and is integrated throughout the planned development;
- (3) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;
- (4) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional non-residential projects; and
- (5) The project provides a compatible transition between adjacent existing single-family residential projects and provides a compatible transition for the extension of future single-family projects into adjacent undeveloped areas.

RESIDENTIAL PLANNED DEVELOPMENT. Considered appropriate where the following conditions prevail:

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Dwelling units are situated such that an appreciable amount of land for open space is available and is integrated throughout the planned development;
- (3) The project utilizes an innovative approach in lot configuration and mixture of single-family housing types;
- (4) Higher densities than conventional single-family projects of the same acreage is achievable with appropriate buffering between existing conventional single-family developments and increased open space;
- (5) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;
- (6) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional single-family projects; and
- (7) The project provides a compatible transition between adjacent existing conventional single-family residential projects and provides a compatible transition for the extension of future conventional single-family projects into adjacent undeveloped areas.

8.C Prohibited Uses.

- (1) Any building erected or land used for other than the use shown on the Planned Development Site Plan, as approved by the City Council.

- (2) Any use of property that does not meet the required minimum lot size; front, side and rear yard dimensions; and/or lot width, or exceeds the maximum height, building coverage or density per gross acreage as shown in the development's recorded Planned Development Site Plan, as approved by City Council.
- (3) Any use deemed by the City Council as being detrimental to the health, safety or general welfare of the citizens of Stephenville.

8.D Ownership. An application for approval of a Planned Development Plan under the Planned Development District regulations may be filed by a person having legal ownership of the property to be included in the Development Plan. In order to ensure unified planning and development of the property, the applicant shall provide evidence, in form satisfactory to the City Attorney, prior to final approval of the Development Plan, that the property is held in single ownership or is under single control. Land shall be deemed to be held in single ownership or under single control if it is in joint tenancy, tenancy in common, a partnership, a trust or a joint venture. The Development Plan shall be filed in the name(s) of the record owner(s) of the property, which shall be included in the application.

8.E Development Schedule.

- (1) An application for a Planned Development District shall be accompanied by a development schedule indicating the approximate date on which construction is expected to begin and the rate of anticipated development to completion. The development schedule, adopted and approved by the City Council, shall become part of the Planned Development Ordinance and shall be adhered to by the owner, developer and their assigns or successors in interest.
- (2) Annually, upon the anniversary date, or more frequently if required, the developer shall provide a written report to the Planning and Zoning Commission concerning the actual development accomplished as compared with the development schedule.
- (3) The Planning and Zoning Commission may, if in its opinion the owner or owners of the property are failing or have failed to meet the approved development schedule, initiate proceedings to amend the Official Zoning map or the Planned Development District by removing all or part of the Planned Development District from the Official Zoning Map and placing the area involved in another appropriate zoning district. After the recommendation of the Planning and Zoning commission and for good cause shown by the owner and developer, the City Council may extend the development schedule as may be indicated by the facts and conditions of the case.

8.F Plat Requirements. No application for a building permit for the construction of a building or structure shall be approved unless a plat, meeting all requirements of the City of Stephenville has been approved by the City Council and recorded in the official records of Erath County.

8.G Concept Plan. The applicant for any PD Planned Development shall submit a concept plan to the Planning and Zoning Commission for review prior to submitting a Development Plan. The concept plan shall contain appropriate information to describe the general land use configuration, proposed densities or lot sizes, proposed amenities and proposed regulation.

8.H Development Plan Approval Required. No building permit or certificate of occupancy shall be issued and no use of land, buildings or structures shall be made in the "PD" District until the same has been approved as part of a development plan in compliance with the procedures, terms and conditions of this section of the ordinance.

8.I Approval Procedures.

- (1) An application for development plan approval shall be filed with the Director of Community Development accompanied by a development plan.
- (2) The procedures for hearing a request for a zoning change to "PD" shall be the same as for a requested change to any other district as set forth Section 20 of the Zoning Ordinance.
- (3) Any substantive revision to a development plan between the public hearing before the Planning and Zoning Commission and the public hearing before the City Council shall necessitate the development plan being referred back to the Planning and Zoning Commission for review and evaluation unless the revision constitutes a minor change as provided below, or the change was a condition of the approval.

- (4) Any revisions to the development plan after the public hearing before the City Council shall be submitted to the Director of Community Development for distribution, review and written evaluation by city staff prior to submission to and approved by the City Council.
- (5) Minor changes to an approved development plan, which will not cause any of the following circumstances to occur, may be authorized by the Director of Community Development or his or her designee:
 - (a) A change in the character of the development;
 - (b) An increase in the gross floor areas in structures;
 - (c) An increase in the intensity of use;
 - (d) A reduction in the originally approved separations between buildings;
 - (e) Any adverse changes in traffic circulation, safety, drainage and utilities;
 - (f) Any adverse changes in such external effects on adjacent property as noise, heat, light, glare, vibration, height scale or proximity;
 - (g) A reduction in the originally approved setbacks from property lines;
 - (h) An increase in ground coverage by structures;
 - (i) A reduction in the ratio of off-street parking and loading space; and
 - (j) A change in the size, height, lighting or orientation of originally approved signs.
- (6) The decision of the Director of Community Development or his or her designee as to whether minor changes are being requested may be appealed to the Planning and Zoning Commission. Any change deemed not to be minor change, as indicated above, shall be processed as a new application in accordance with the provisions of this section and Section 20.1 of the Zoning Ordinance.

8.J Development Plan Requirements. The development plan submitted in support of a request for development plan approval shall contain sufficient information delineating the characteristics of the site, changes in those characteristics as may be proposed by the development, how the development will relate to public services and facilities and what protection features are included to insure that the development will be compatible with existing and allowable development on adjacent property. The development plan shall show at least the following items of information:

- (1) The location of all existing and planned non-single-family structures on the subject property;
- (2) Landscaping lighting and/or fencing and/or screening of common areas;
- (3) General locations of existing tree clusters, providing average size and number and indication of species;
- (4) Location and detail of perimeter fencing if applicable;
- (5) General description/location of ingress and egress with description of special pavement treatment if proposed;
- (6) Off-street parking and loading facilities, and calculations showing how the quantities were obtained for all non single-family purposes;
- (7) Height of all non-single-family structures;
- (8) Proposed uses;
- (9) Location and description of subdivision signage and landscaping at entrance areas;
- (10) Street names on proposed streets;
- (11) Proposed minimum area regulations including, set-backs, lot-sizes, widths, depths, side-yards, square footage or residential structures;
- (12) Indication of all development phasing and platting limits; and
- (13) Such additional terms and conditions, including design standards, as the Planning and Zoning Commission and the City Council deem necessary.

8.K Conditions for Development Plan Approval.

- (1) A development plan shall be approved only if all of the following conditions have been found during the review and process:
 - (a) That the uses will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values with the immediate vicinity;
 - (b) That the establishment of the use or uses will not impede the normal and orderly development and improvements of surrounding vacant property;
 - (c) That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - (d) That the design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - (e) That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - (f) That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.
- (2) In approving a development plan, the City Council may impose additional conditions necessary to protect the public interest and welfare of the community.

8.L Additional Conditions. Every Planned Development District approved under the provisions of this Ordinance shall be considered as an amendment to the Ordinance as applicable to the property involved. In an approved Planned Development District, the City Council may impose conditions relative to the standard of development, and such conditions shall be complied with before a certificate of occupancy is issued for the use of the land or any structure which is part of the Planned Development District; and such condition shall not be construed as conditions precedent to the approval of the zoning amendment, but shall be constructed as conditions precedent to the granting of a certificate of occupancy.

8.M Revocation.

- (1) Approval of a development plan may be revoked or modified, after notice and hearing, for either of the following reasons:
 - (a) Approval was obtained or extended by fraud or deception; or
 - (b) That one or more of the conditions imposed by the City Council on the development plan has not been met or has been violated.
- (2) Development controls:
 - (a) The City Council may impose more restrictive requirements than those proposed in the development plan in order to minimize incompatibilities;
 - (b) A "PD" District shall have a minimum lot area of not less than one acre under unified control;
 - (c) The parking requirements of the Zoning Ordinance shall apply to all uses in the "PD" District unless otherwise specified on the development plan; and
 - (d) "PD" provisions may vary setbacks with approval.

FACTORS TO CONSIDER:

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use

- Infrastructure Impacts
- Size and Location of Parcel - is land large enough and in proper location for proposed use?
- Reasonable Use of Property - does proposed change provide reasonable use of property?
- Zoning has great discretion - deny if applicant has not proven it is in the best interest of City to rezone

ALTERNATIVES

- 1) Accept the recommendation of the Planning and Zoning Commission and approve the rezone request.
- 2) Overrule the recommendation of the Planning and Zoning Commission and deny the rezone request.

ZONING AMENDMENT APPLICATION

CITY OF STEPHENVILLE

1. **APPLICANT/OWNER:** Troy Kunkel
First Name Last Name

ADDRESS: P.O. Box 12324 817-808-8769
Street/P.O. Box Phone No.

Fort Worth TX 76110
City State Zip Code

2. **PROPERTY DESCRIPTION:** 817, 855, 865, and 873 W. Washington Street
Street Address

3. **LEGAL DESCRIPTION:** 3,4,6-B,6-A,7,17 & portions of 5,11,14 62 City Addition
Lot(s) Block(s) Addition

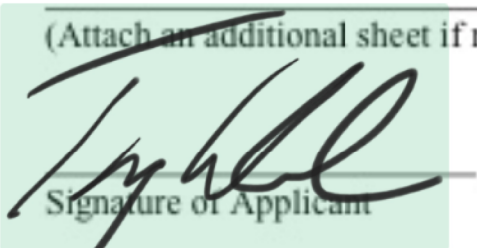
4. **PRESENT ZONING:** B-2 Retail and Commercial Business
Zoning District Title

PROPOSED ZONING: PD for Townhomes
Zoning District Title

5. **APPLICANTS REQUEST FOR ZONING CHANGE IS AS FOLLOWS:** _____

The Applicant is requesting a zoning change to a PD for a townhome development. See attached
PD development standards.

(Attach an additional sheet if necessary)


Signature of Applicant

September 8, 2021
Date

Signature of City Official Received

Date Received 172

ZONING AMENDMENT APPLICATION

CITY OF STEPHENVILLE

1. **APPLICANT/OWNER:** Troy Kunkel
First Name Last Name

ADDRESS:

of 598 Westwood, LLC
PO Box 12324
Street/P.O. Box Phone No.
Fort Worth TX
City State Zip Code

2. **PROPERTY DESCRIPTION:** R29583 817 W Washington Street
Street Address

3. **LEGAL DESCRIPTION:** 6A; 7; 14; 17; (PT. OF 14) 62 CITY ADDITION
Lot(s) Block(s) Addition

4. **PRESENT ZONING:** B-2 Secondary and Highway Business
Zoning District Title

PROPOSED ZONING: PD (Townhouse Land Use)
Zoning District Title

5. **APPLICANTS REQUEST FOR ZONING CHANGE IS AS FOLLOWS:** _____
The applicant is requesting a zoning change to propose a
townhouse development. See attached concept plan.

(Attach an additional sheet if necessary)

[Signature]
Signature of Applicant

July 23, 2021
Date

[Signature]
Signature of City Official Received

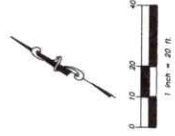
7/23/21
Date Received

EXHIBIT A



LIMIT TABLE		# BLDGS		LIMITS	
5 UNIT	0	0	0		
4 UNIT	5	5	20		
3 UNIT	20	20	20		
TOTAL			25		
TH AC		0.94			
DENSITY		26.7			

PARKING TABLE	
BLDG. PROVIDED	S1
TOTAL PROVIDED	S1



CONCEPT SITE PLAN 01
 855 WASHINGTON
 STEPHENVILLE, TX

mlma
 Multi-Media Land Management Associates, Inc.
 8555 Washington Avenue, Suite 100
 Stephenville, Texas 76780
 Phone: 817-352-1171
 Fax: 817-352-1172
 Email: info@mlma.com
 www.mlma.com



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 JOHNNY LIMONES, AIA, NCARB
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WASHINGTON & COLLINS TOWHOMES
 422 S. LILLIAN STREET
 STEPHENVILLE, TEXAS



VINCINITY MAP

PROJECT NOTES

SITE AREA: xxxx SF
 xxx ACRE
 BUILDING FOOT PRINT: xxxx SF
 LOT COVERAGE: xx%
 BUILDING AREA (PER UNIT)
 GROSS SF
 LEVEL 1: 668 SF
 LEVEL 2: 728 SF
 LEVEL 3: 589 SF
 TOTAL GROSS: 1,984 SF
 NET SF
 LEVEL 1: 267 SF
 LEVEL 2: 668 SF
 LEVEL 3: 589 SF
 TOTAL NET: 1,523 SF

NET AREAS

ROOM NAME	LEVEL	AREA
T.O.C. 1ST FLOOR		
GARAGE	T.O.C. 1ST FLOOR	401 SF
LEVEL 1	T.O.C. 1ST FLOOR	267 SF
		668 SF
2ND FLOOR		
BALCONY	2ND FLOOR	60 SF
LEVEL 2	2ND FLOOR	668 SF
		728 SF
3RD FLOOR		
LEVEL 3	3RD FLOOR	589 SF
		589 SF
Grand total: 5		1984 SF

#	SHEET NAME
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A0.1	COVER SHEET/ INDEX
A0.2	SCHEDULES/ CODE ANALYSIS
A0.3	WINDOW/ DOOR SCHEDULE
A1.1	SITE PLAN
A2.1	FLOOR PLAN
A2.2	FLOOR PLAN
A2.3	FLOOR PLAN
A2.4	ROOF PLAN
A3.1	REFLECTED CEILING PLAN
A3.2	REFLECTED CEILING PLAN
A3.3	REFLECTED CEILING PLAN

#	SHEET NAME
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A4.1	FOUNDATION PROFILE
A5.7	WALL ASSEMBLIES
A6.1	EXTERIOR ELEVATIONS
A6.2	EXTERIOR ELEVATIONS
A7.1	INTERIOR ELEVATIONS
A8.1	BUILDING SECTIONS
A8.2	STAIR DETAILS/ FLOOR ASSEMBLIES
A8.3	DETAILS - PLAN
A8.4	DETAILS - DOOR
A8.5	DETAILS - WINDOW
A8.6	DETAILS - WINDOW FLASHING

#	SHEET NAME
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A8.7	DETAILS - PENETRATION
A8.8	DETAILS - ROOF
A8.9	DETAILS
A8.10	DETAILS
A8.11	DETAILS - T-BAR
A9.1	WALL SECTIONS
A9.2	WALL SECTIONS
A10.1	DETAILS
A11.1	PERSPECTIVE VIEWS
Grand total: 31	

#	SHEET NAME
---	------------

WASHINGTON & COLLINS TOWHOMES

PROJECT SCOPE
 THIS IS A NEW CONSTRUCTION PROJECT

ARCHITECT
 4 SIDE STUDIO LLC
 10100 N. CENTRAL EXPY. SUITE 325
 DALLAS, TX. 75231
 CONTACT: JOHNNY LIMONES
 P: 214.515.2106
 E: INFO@4SIDESTUDIO.COM

OWNER/ DEVELOPER
 SOLOMON'S ROCK LLC
 CONTACT: TROY KUNKEL
 P: 817.808.8769
 E: TROYTCU@YAHOO.COM

CIVIL ENGINEER
 MMA TEXAS
 CONTACT: REECE FLANAGAN
 ARLINGTON | BURLESON
 P: 817.469.1671
 E: RFLANAGAN@MMWTEXAS

NOTE:
 PERSPECTIVES ARE CONCEPTUAL AND DO NOT
 DEPICT FINAL PRODUCT.

COVER SHEET/
 INDEX
A0.1



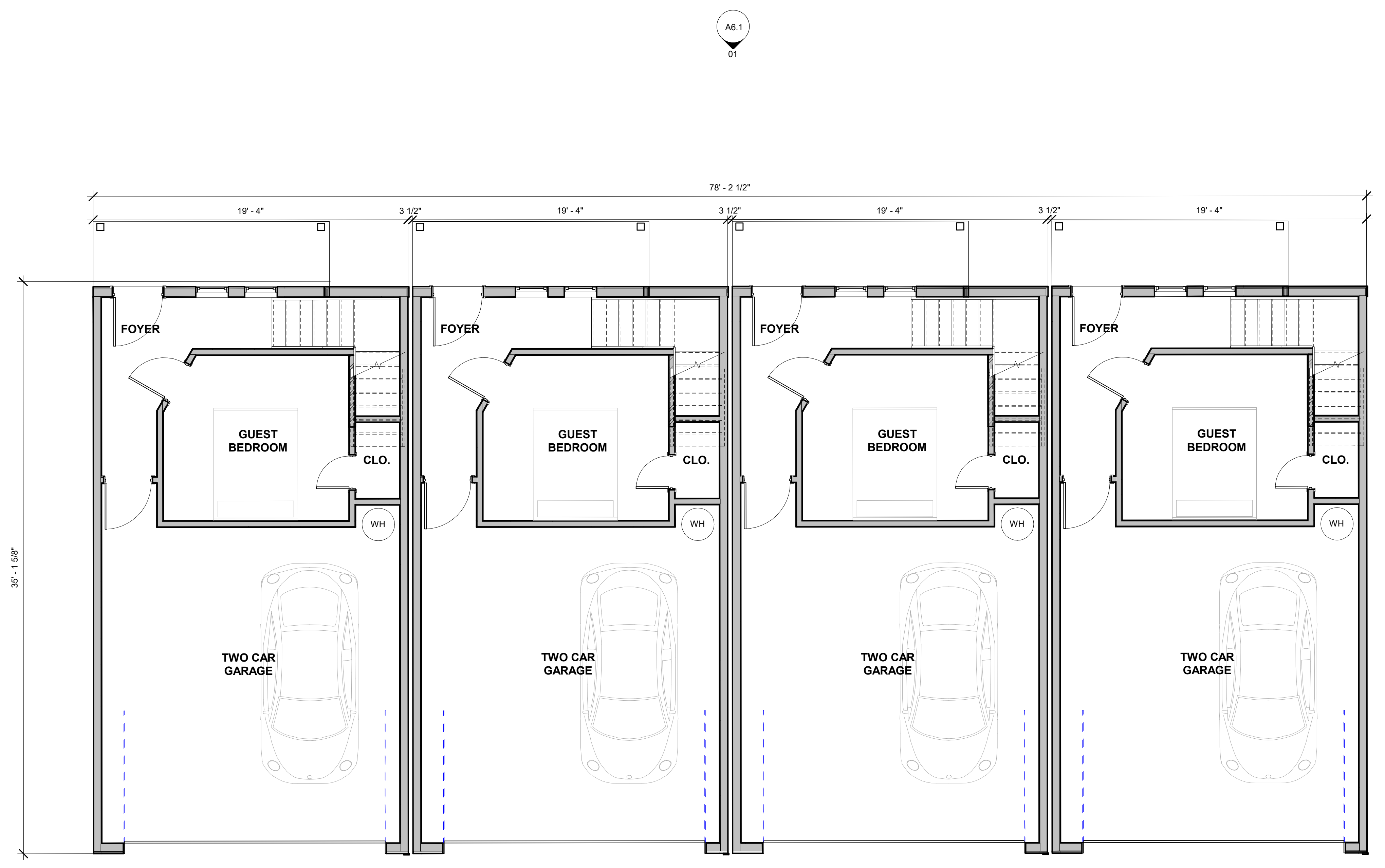
RESIDENTIAL DESIGNER
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214.515.2106
info@4sidedstudio.com
www.4sidedstudio.com

WASHINGTON & COLLINS TOWHOMES
422 S. LILLIAN STREET
STEPHENVILLE, TEXAS

FLOOR PLAN

A2.1

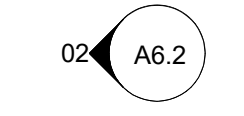
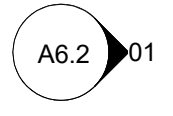
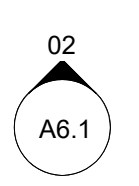
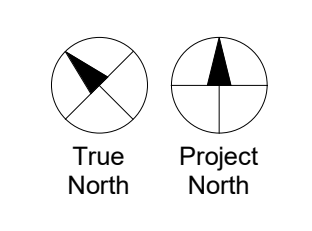
Project #
Scale As Ind 176



01 1ST FLOOR
SCALE: 1/4" = 1'-0"

GENERAL NOTES

- ALL WORK TO CONFORM TO APPLICABLE BUILDING CODES REGULATIONS AND ORDINANCES HAVING JURISDICTION.
- DO NOT SCALE DRAWINGS. ANY DISCREPANCY WITHIN THE DRAWINGS TO BE BROUGHT TO THE ATTENTION OF THE DESIGNER.
- THESE DOCUMENTS ARE ABBREVIATED IN CONTENT. THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR REVIEWING AND UNDERSTANDING SCOPE, SITE VISITS, AND ANY VERIFICATION OF SCOPE DETAILS, EXISTING CONDITIONS, ETC. PERTAINING TO SCOPE OF WORK SHOWN HERE.
- OBTAIN ALL NECESSARY PERMITS, CERTIFICATES, INSPECTIONS, AS REQUIRED BY THE CITY AND OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION.
- THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE WARRANTY OF THE CONSTRUCTION.
- DIMENSIONS ARE GENERALLY TO THE FACE OF STUD.
- ALL WORK MUST BE DONE ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND INDUSTRY STANDARDS.
- THE STRUCTURAL ENGINEER MUST BE CONSULTED FOR ALL CONSTRUCTION DETAILS.
- CONTRACTOR TO FIELD VERIFY BUILDING ELEVATIONS AND EXISTING UTILITIES.
- VERIFY CLEARANCES ARE REQUIRED FOR ALL EQUIPMENT.
- BEFORE PROCEEDING WITH ANY WORK OR ORDERING ANY MATERIAL, THE CONTRACTOR AND/OR SUBCONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND LOCATIONS OF BUILDING COMPONENTS AND THEIR INTERRELATIONSHIP AT THE BUILDING SITE, AND SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS.
- CONTRACTOR AND/OR SUBCONTRACTOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND MAKING ADJUSTMENTS TO ANY DISCREPANCIES BETWEEN THE PLANS AND THE BUILDING SITE.
- ALL STAIRS TO BE MAX RISER HEIGHT OF 7 3/4" AND MIN. TREAD DEPTH OF 10"



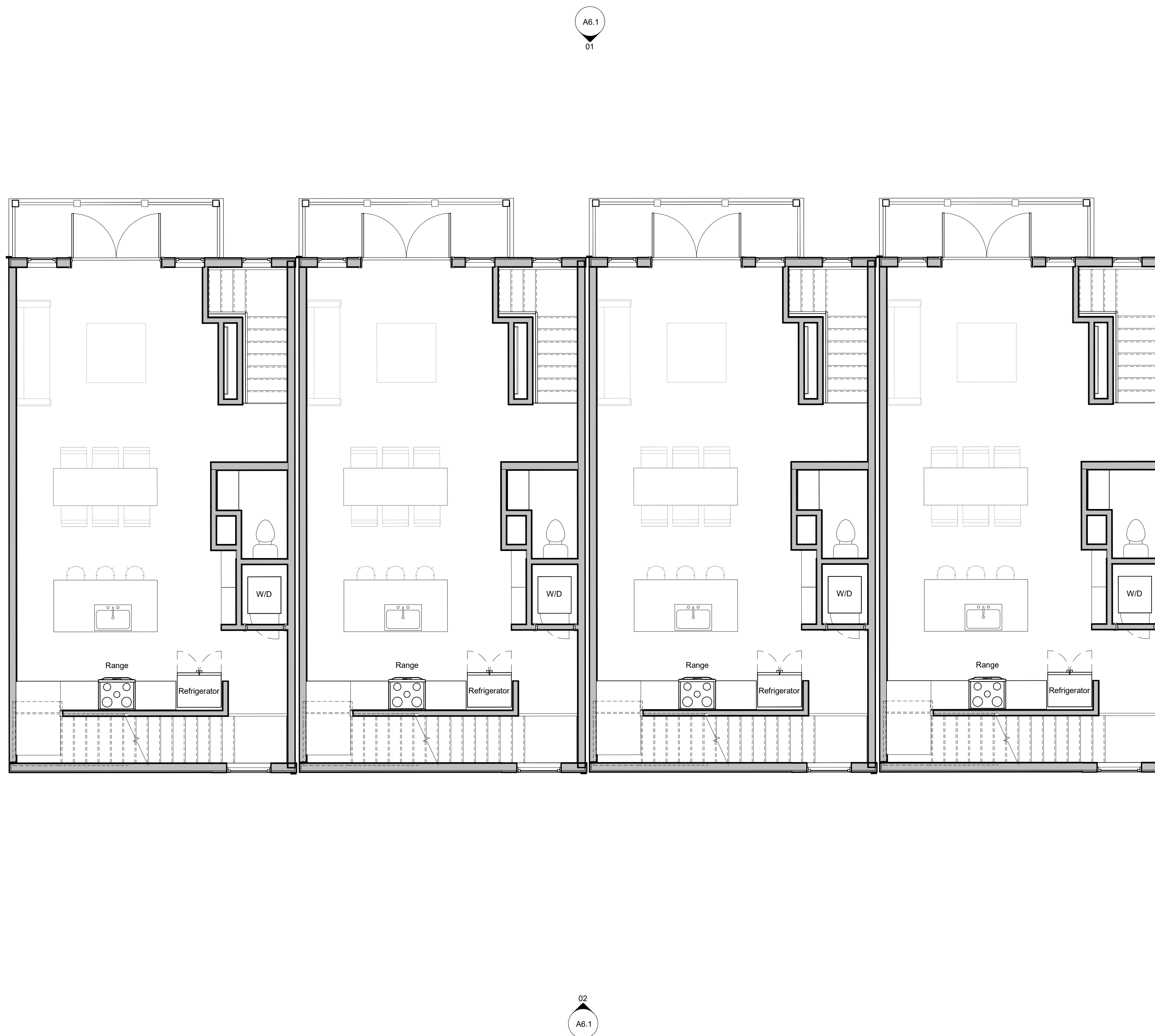


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WASHINGTON & COLLINS TOWHOMES
422 S. LILLIAN STREET
STEPHENVILLE, TEXAS

FLOOR PLAN

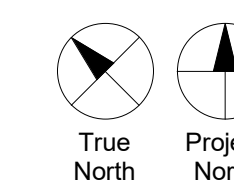
A2.2



01 2ND FLOOR
SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. ALL WORK TO CONFORM TO APPLICABLE BUILDING CODES REGULATIONS AND ORDINANCES HAVING JURISDICTION.
2. DO NOT SCALE DRAWINGS. ANY DISCREPANCY WITHIN THE DRAWINGS TO BE BROUGHT TO THE ATTENTION OF THE DESIGNER.
3. THESE DOCUMENTS ARE ABBREVIATED IN CONTENT. THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR REVIEWING AND UNDERSTANDING SCOPE, SITE VISITS, AND ANY VERIFICATION OF SCOPE DETAILS, EXISTING CONDITIONS, ETC. PERTAINING TO SCOPE OF WORK SHOWN HERE.
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7. ALL WORK MUST BE DONE ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND INDUSTRY STANDARDS.
8. THE STRUCTURAL ENGINEER MUST BE CONSULTED FOR ALL CONSTRUCTION DETAILS.
9. CONTRACTOR TO FIELD VERIFY BUILDING ELEVATIONS AND EXISTING UTILITIES.
10. VERIFY CLEARANCES ARE REQUIRED FOR ALL EQUIPMENT.
11. BEFORE PROCEEDING WITH ANY WORK OR ORDERING ANY MATERIAL, THE CONTRACTOR AND/OR SUBCONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND LOCATIONS OF BUILDING COMPONENTS AND THEIR INTERRELATIONSHIP AT THE BUILDING SITE, AND SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS.
12. CONTRACTOR AND/OR SUBCONTRACTOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND MAKING ADJUSTMENTS TO ANY DISCREPANCIES BETWEEN THE PLANS AND THE BUILDING SITE.
13. ALL STAIRS TO BE MAX RISER HEIGHT OF 7 3/4" AND MIN. TREAD DEPTH OF 10"





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A6.2 01

A6.1 01

02 A6.2

02 A6.1

01 3RD FLOOR
SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. ALL WORK TO CONFORM TO APPLICABLE BUILDING CODES REGULATIONS AND ORDINANCES HAVING JURISDICTION.
2. DO NOT SCALE DRAWINGS. ANY DISCREPANCY WITHIN THE DRAWINGS TO BE BROUGHT TO THE ATTENTION OF THE DESIGNER.
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12. CONTRACTOR AND/OR SUBCONTRACTOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND MAKING ADJUSTMENTS TO ANY DISCREPANCIES BETWEEN THE PLANS AND THE BUILDING SITE.
13. ALL STAIRS TO BE MAX RISER HEIGHT OF 7 3/4" AND MIN. TREAD DEPTH OF 10"

FLOOR PLAN

A2.3



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WASHINGTON & COLLINS TOWHOMES
422 S. LILLIAN STREET
STEPHENVILLE, TEXAS

EXTERIOR ELEVATIONS

A6.1



02 REAR ELEVATION
SCALE: 3/16" = 1'-0"



01 FRONT
SCALE: 3/16" = 1'-0"

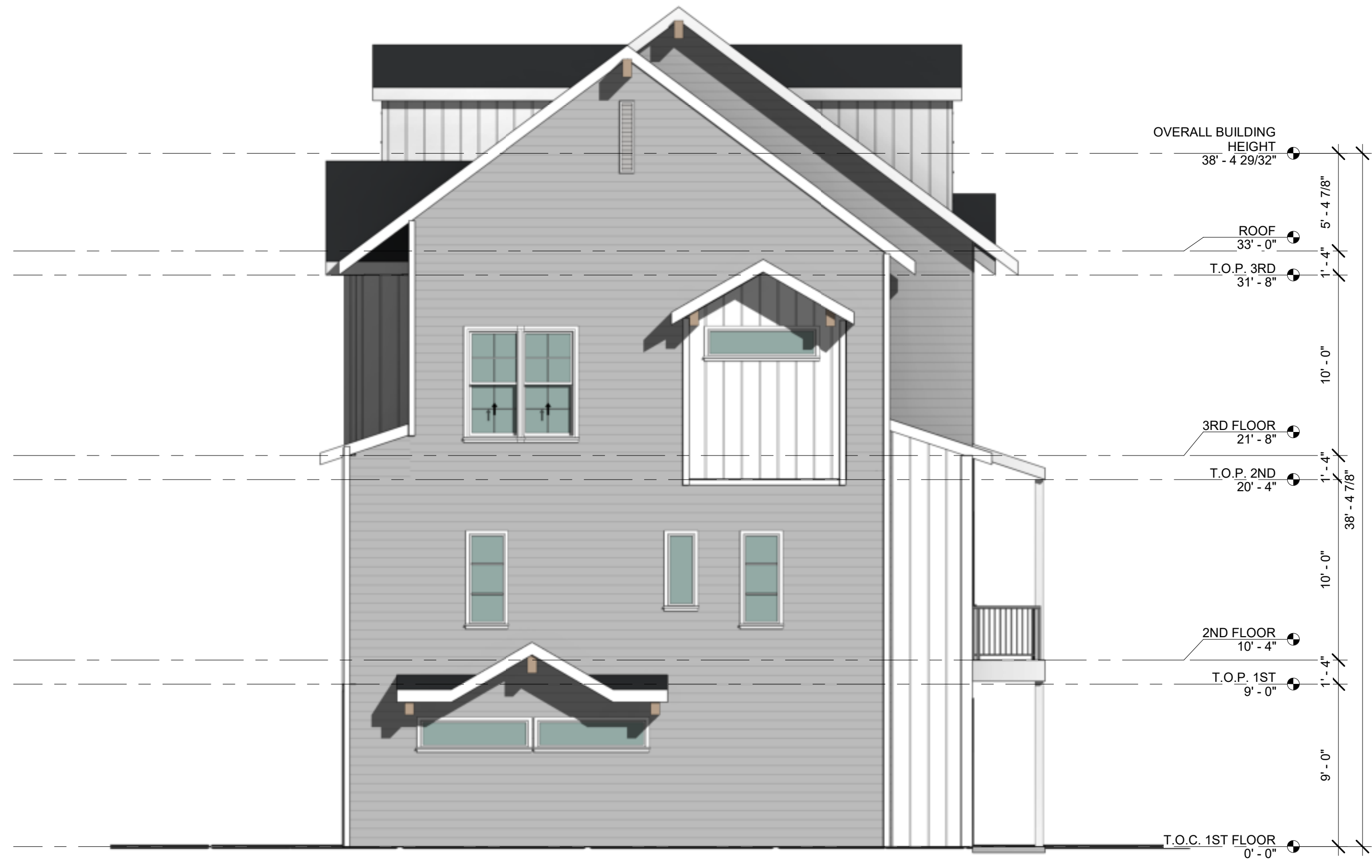


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WASHINGTON & COLLINS TOWHOMES
422 S. LILLIAN STREET
STEPHENVILLE, TEXAS

EXTERIOR
ELEVATIONS

A6.2



02 RIGHT ELEVATION
SCALE: 3/16" = 1'-0"



01 LEFT ELEVATION
SCALE: 3/16" = 1'-0"



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WASHINGTON & COLLINS TOWHOMES
422 S. LILLIAN STREET
STEPHENVILLE, TEXAS



PERSPECTIVE
VIEWS

A11.1

**METES & BOUNDS DESCRIPTION
(ZONING LEGAL)
1.528 ACRES OF LAND**

BEING A 1.528 ACRE TRACT OF LAND SITUATED IN THE JOHN BLAIR SURVEY, ABSTRACT NO. 32, BEING ALL OF LOTS 3, 4, 6-A, 6-B, 7 AND 17, AND PORTIONS OF LOTS 5, 11 AND 14, ALL IN BLOCK 62 OF THE CITY OF STEPHENVILLE, ERATH COUNTY, TEXAS, ACCORDING TO KING'S 1956 MAP OF STEPHENVILLE, ADOPTION AND DEDICATION THEREOF RECORDED IN VOLUME 381, PAGE 105, DEED RECORDS, ERATH COUNTY, TEXAS, AND BEING ALL THE LAND AS DESCRIBED IN THE DEEDS TO 598 WESTWOOD, LLC AS RECORDED IN COUNTY CLERK'S DOCUMENT NUMBERS 2021-03875, 2021-03876, AND 2021-03877, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 62, OF SAID KING'S 1956 MAP OF STEPHENVILLE, ERATH COUNTY, TEXAS;

THENCE SOUTH 59°34'00" WEST, 369.96 FEET, WITH THE NORTHWEST LINE OF WEST WASHINGTON STREET, A PUBLIC RIGHT-OF-WAY, TO A POINT FOR THE SOUTH CORNER OF LOT 3, BLOCK 62 OF SAID KING'S MAP OF STEPHENVILLE;

THENCE NORTH 30°26'01" WEST, DEPARTING SAID RIGHT-OF-WAY LINE AND WITH THE SOUTHWEST LINE OF SAID LOT 3, 175.34 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 71°07'45" EAST, 56.69 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3, BEING COMMON WITH THE NORTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 59°35'44" EAST, 192.25 FEET TO A POINT FOR CORNER, BEING ON THE EAST LINE OF SAID LOT 11, BEING COMMON WITH THE WEST LINE OF SAID LOT 17, BLOCK 62, KING'S 1956 MAP OF STEPHENVILLE;

THENCE NORTH 30°26'01" WEST, 25.05 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID LOT 17;

THENCE NORTH 40°53'53" EAST, 128.96 FEET TO A POINT FOR CORNER;

THENCE SOUTH 30°26'01" EAST, 230.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.528 ACRES OR 66,542.35 SQUARE FEET, MORE OR LESS;

NOTE: THIS DESCRIPTION IS FOR ZONING PURPOSES ONLY AND SHOULD NOT BE USED, VIEWED, OR RELIED UPON AS A BOUNDARY SURVEY; AND SHOULD NOT BE USED TO ESTABLISH OR CONVEY RIGHTS TO, OR INTEREST IN REAL PROPERTY.

Planned Development Standards

Section I: Introduction.

In addition to applicable provisions of the City of Stephenville Zoning Ordinance, the Property, being within this Planned Development (PD) zoning district as created hereby, shall be used in compliance with the following development and performance standards (the “Standards”):

In the event of a conflict between this PD and or the Zoning Ordinance and or any other City ordinance imposing zoning regulations, this PD shall control. Any topic of regulation not addressed by this PD shall be governed by the Zoning Ordinance or other applicable development regulations of the City.

The Property consists of tracts defined as:

- A. A 1.528 acre tract of land situated in the John Blair survey, Abstract No. 32, being all of Lots 3, 4, 6-A, 6-B, 7, and 17 and portions of lots 5, 11, and 14, all in Block 62 of the City of Stephenville, Erath County, Texas, according to Kings 1956 map of Stephenville, adoption and dedication thereof, as recorded in Volume 381, Page 105, deed records, Erath County, Texas, and being all the land as described in the deed to 598 Westwood, LLC as recorded in county clerk’s document number 2021-03875, 2021-03876, and 2021-03877.

Section II: Zoning and Land Uses.

The current zoning district for all 1.528 acres is B-2 Retail and Commercial Business. The proposed development is requesting to change to a Planned Development (PD) District. This Planned Development is intended to provide for a medium-density development of 25 single-family attached dwelling units with a density of 16 units per acre. This zoning district will ensure existing neighborhood character is maintained while also serving to support compatibility between single-family neighborhoods and higher-intensity nonresidential uses.

- A. **Principal Uses:** No land shall be used, and no building shall be erected or converted to any use other than the following:
 1. Single-family residence – attached and detached.
 2. Open Space.
 3. Retail and Commercial.

Section III: Residential Design and Requirements.

A. Residential Requirements.

1. Building Setbacks
 - a. Minimum Front Setback – 3 feet.
 - b. Minimum Rear Setback – 3 feet.
 - c. Minimum Interior Side Yard Setback – 0 feet.
 - d. Minimum Exterior Side Yard Setback – 5 feet.
2. The attached dwelling units shall have a minimum size of 1,500 square feet.
3. The lots shall be a minimum of 800 square feet.
4. The lots shall have a minimum lot width of 20 feet.
5. The lots shall have a minimum lot depth of 40 feet.

B. Residential Building Design.

1. Maximum building height shall be three (3) stories or an overall height of 38'-6" feet per the approved elevation.
2. The structures will be separated by no less than ten (10) feet.

C. Residential Landscaping. Landscape design will enhance the character of the architecture and create an atmosphere that promotes a comfortable connection of the built environment to the natural environment.

1. A minimum of 4,000 square feet of privately maintained open space shall be provided within the development, exclusive of the private yards provided for individual dwelling units.
3. A minimum of one, three-inch caliper tree per unit is required to be planted throughout the development.
4. Approved landscape plan must be maintained to the design as approved with replacement of dead material required or improved upon as alternative equivalent compliance. The irrigation system and routine trimming of plant material must be maintained in a healthy, living, and growing state, and be irrigated by an automatic irrigation system.

D. Screening and Fencing.

1. Fencing along the north, east, and west boundary shall be a six-foot-tall ornamental iron or wood fence.
2. The refuse facilities shall be architecturally compatible in design to the primary buildings on site using common colors and building materials.

E. Building Materials.

1. **Applicability of Other Design Standards.** The design standards in these PD Regulations are the exclusive design standards applicable to the Property.
2. **Approved Building Materials.** In the context of approved building materials, a façade does not include doors, fascia, windows, chimneys, dormers, window box-outs, bay windows, soffits, and eaves.
 - i. The building façade shall consist cementitious fiber board or an equivalent, permanent architecturally finished material with a minimum 30-year warranty period.
 - ii. A maximum of 15 percent of a façade may include accent materials not listed above, except that aluminum siding, vinyl siding, unfinished concrete block, reflective glass is prohibited.
3. **Roofing Design.**
 - a. Each single-family attached home will have a minimum of 30-year dimensional shingle, tile, or metal roof.
4. **Design Features for Residential Buildings.**
 - a. Windows are required on all elevations. On public street facing façades, windows and doors shall cover a minimum of 10 percent of the elevation.
 - b. A minimum of three of the following design features are required on the exterior of each residential building:
 - i. Dormers;
 - ii. Gables;
 - iii. Recessed entries;
 - iv. Balconies;
 - v. Covered front porches;
 - vi. Varied roof heights; and
 - vii. Coach or sconce lights.

Section IV: Parking and Access Requirements.**A. Parking.**

1. Each residential dwelling unit shall provide a minimum of two (2) enclosed parking spaces within an attached garage.
2. Additionally, a minimum of .50 spaces per dwelling unit will be provided throughout the community.
3. All designated parking spaces shall be a minimum of 9.5 feet wide by 18 feet in length.

B. Access.

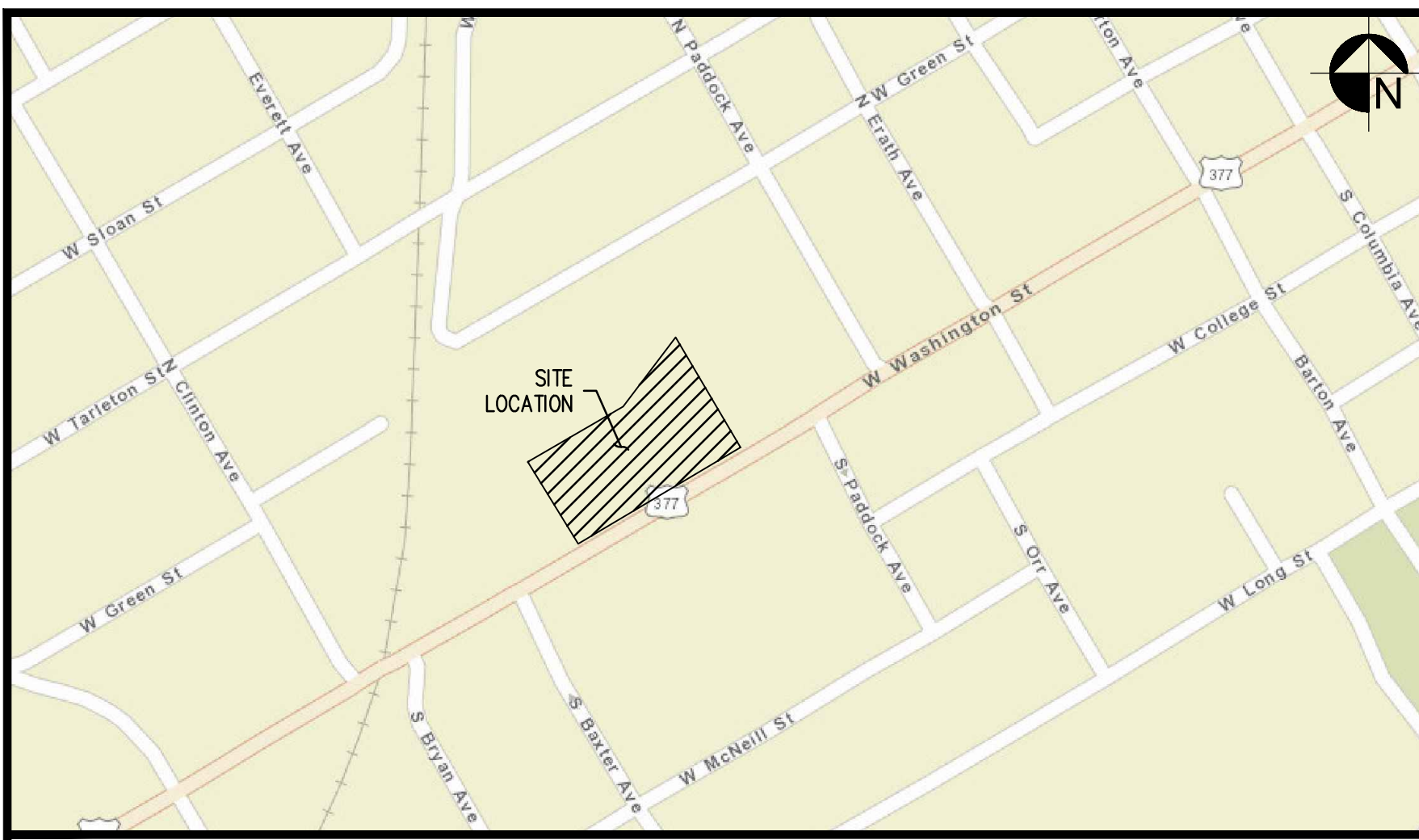
1. The property will have two points of access both of which are from Washington Avenue.

Section V: Considerations.**A. Comprehensive Plan**

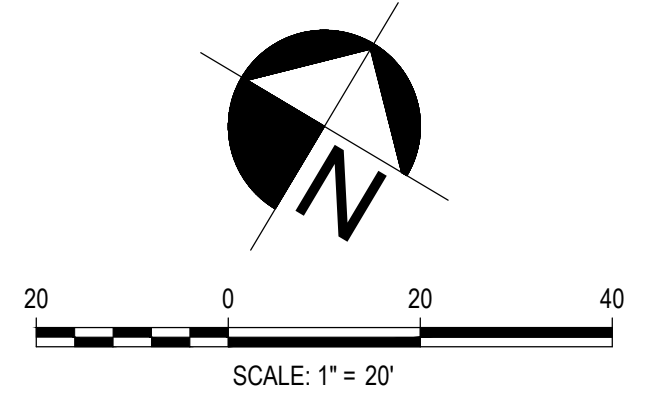
1. The proposed redevelopment will enhance the existing underutilized commercial property and be a much more desirable use. Residential exists directly north, east and, and west of the property. The community will create a nice streetscape along Washington Avenue complimentary of downtown.

B. Infrastructure

1. Water and sewer available to the site and we are not aware of infrastructure issues in area. Adequate infrastructure will be provided to serve development.



LOCATION MAP
N.T.S.

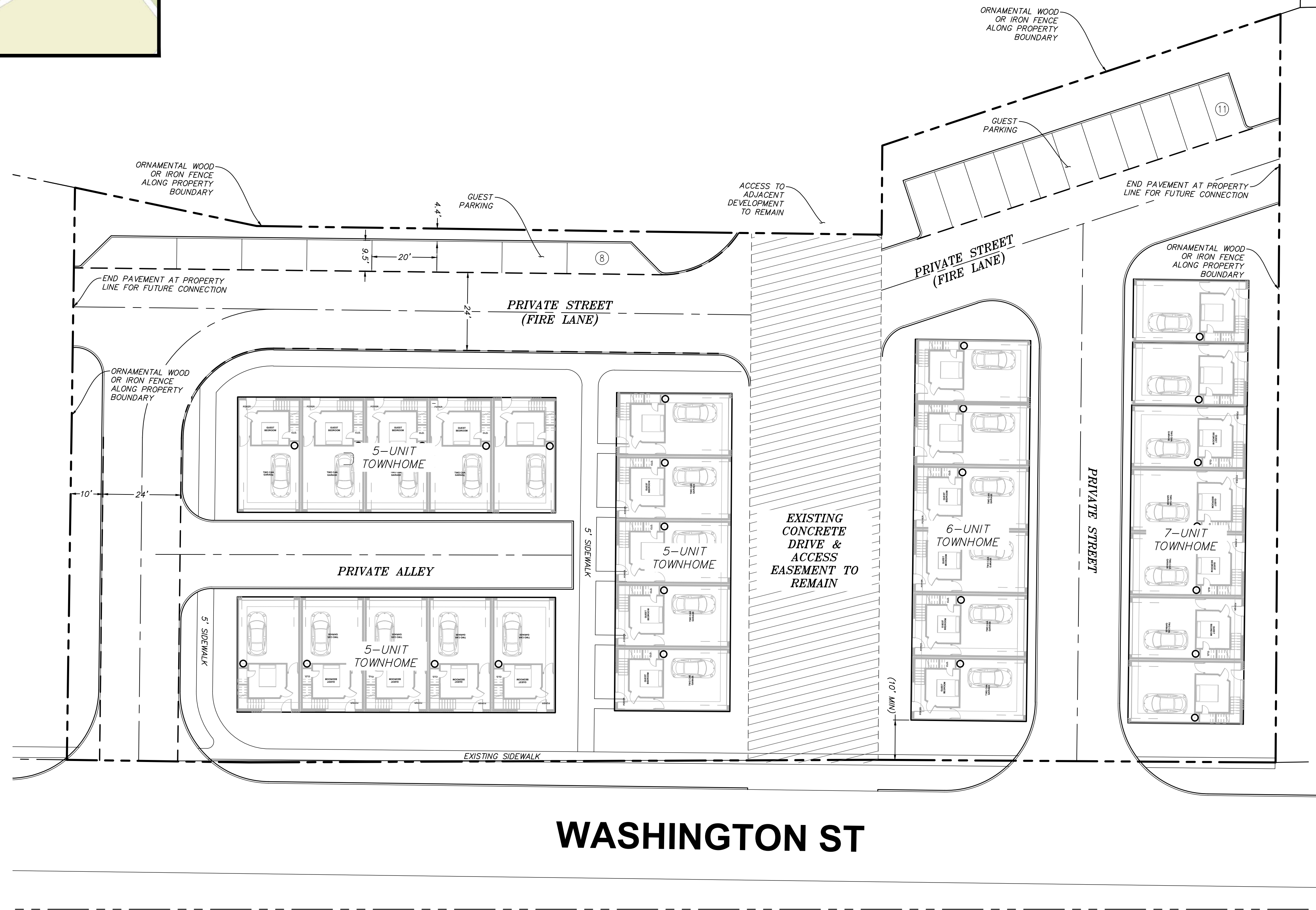


GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB WHERE APPLICABLE UNLESS OTHERWISE NOTED.

SITE DATA TABLE

CURRENT ZONING	B-2
PROPOSED ZONING	PD
TOTAL SITE AREA	66,620 SQ FT / 1.53 AC
DENSITY	18.30 UA
DEVELOPMENT STANDARDS	
MINIMUM FLOOR AREA (SF)	1,500 SF
MINIMUM LOT AREA (SF)	800 SF
MINIMUM LOT WIDTH	20'
MINIMUM LOT DEPTH	40'
MINIMUM FRONT SETBACK	3'
MINIMUM REAR SETBACK	3'
MINIMUM INTERIOR SIDE YARD SETBACK	0'
MINIMUM EXTERIOR SIDE YARD SETBACK	5'
LAND USE SUMMARY	
LOT TYPE	LOT #
TOWNHOME LOT	28
PRIVATE ACCESS LOT	3
OPEN SPACE LOT	6
PROVIDED PARKING	
RESIDENT PARKING	56
GUEST PARKING	19
TOTAL PARKING	75



WASHINGTON ST



CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

PRELIMINARY SITE PLAN
WASHINGTON TOWNHOMES
STEPHENVILLE, TEXAS

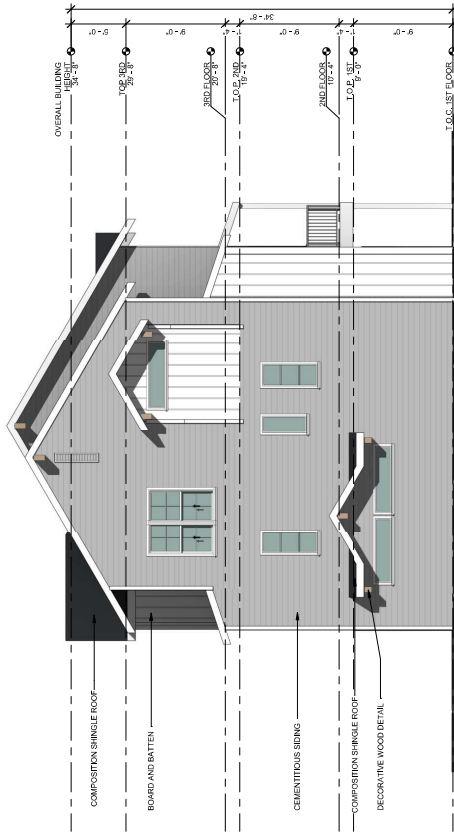




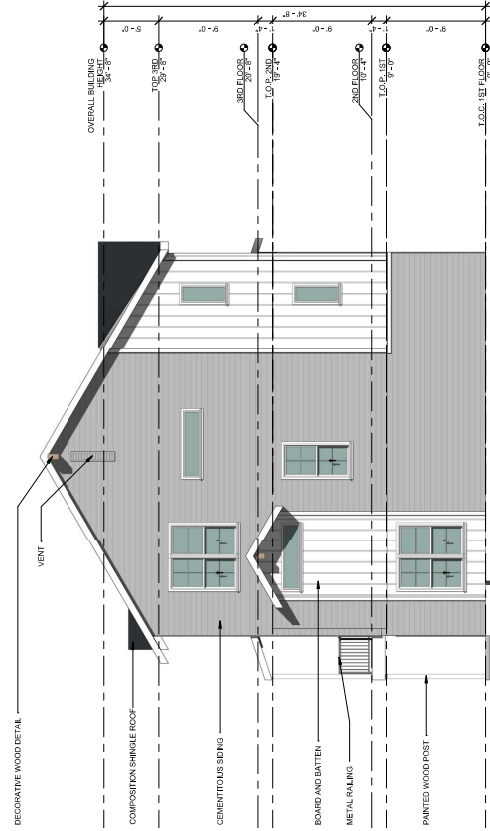
02 REAR ELEVATION
 SCALE: 3/16" = 1'-0"



01 FRONT
 SCALE: 3/16" = 1'-0"



02 RIGHT ELEVATION
 SCALE: 3/8" = 1'-0"



01 LEFT ELEVATION
 SCALE: 3/8" = 1'-0"

Steve Killen

From: Reece Flanagan <reece@flanagan-ls.com>
Sent: Monday, December 6, 2021 10:15 AM
To: Steve Killen
Cc: info@4sidedstudio.com; troytcu@yahoo.com
Subject: RE: Council Meeting

Steve –

Our overall schedule will likely be dictated by the City’s Planning and Zoning schedule, but see below for an approximate schedule:

- 12/7 – Zoning Approval at City Council
- January 2022 – Preliminary Plat Submittal
- February/March 2022 – Preliminary Plat Approval by P&Z/City Council
- March/April 2022 – Civil Engineering Submittal
- May 2022 – Civil Engineering Approval
- Summer (June/July) 2022 – Construction Begins
 - It’s very difficult to estimate overall construction time right now but we can assume 9-12 months. Meaning construction completion would be around Summer of 2023 or sooner.

Johnny (the architect) will respond soon with more information regarding the overall building height.

Thanks,

Reece Flanagan, PE
Flanagan Land Solutions | Dallas, TX
 Mobile: 940.327.7963

From: Reece Flanagan
Sent: Friday, December 3, 2021 1:40 PM
To: Steve Killen <SKillen@stephenvilletx.gov>
Cc: info@4sidedstudio.com; troytcu@yahoo.com
Subject: RE: Council Meeting

Steve – To help with our overall schedule, can you provide the City’s 2022 Planning and Zoning schedule (assuming it’s been released).

Johnny – Can you help answer Steve’s question below regarding building height? This is for the Washington Townhomes in Stephenville. If you can provide the latest building elevation sheet and a brief explanation about the overall building height it will be greatly appreciated.

Thanks,

Reece Flanagan, PE
Flanagan Land Solutions | Dallas, TX
 Mobile: 940.327.7963

From: Steve Killen <SKillen@stephenvilletx.gov>
Sent: Friday, December 3, 2021 1:23 PM

To: Reece Flanagan <reece@flanagan-ls.com>

Subject: Council Meeting

Reece,

Sorry for the hurried email...Do you have a development schedule? Also, have you figured out the building height issue?

Thank you.

Steve Killen

Director
Development Services



P: (254) 918-1222 | C: (214) 677-8352

E: skillen@stephenvilletx.gov



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This e-mail contains the thoughts and opinions of Steve Killen and does not represent official City of Stephenville policy.

Note to elected officials: Please respond only to the sender of this message. Reply to all may result in a violation of the Texas Open Meetings Act.

ARTICLE 1: GENERAL

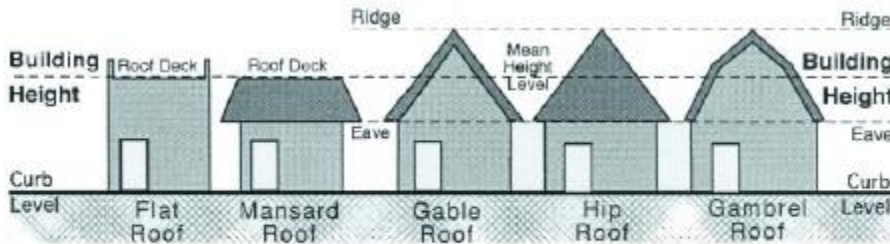
§ 6.100 HEIGHT.

The height, area and setback requirements in the various districts in [Chapter 4](#) shall be subject to the following exceptions and regulations.

(a) Except for multifamily developments subject to the unified residential development provisions of § [6.506](#), the height of a building in the “A” through “F” districts may be increased when the front, side

and rear yard dimensions are each increased above the minimum requirements by one foot for each foot such building exceeds the height limit of the district in which it is located.

(b) Except for multifamily dwellings developed in accordance with the unified residential development provisions of § [6.506](#), the height of a building shall be the vertical distance measured from the curb level to the highest point of the roof surface, if a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and ridge for a gable, hip or gambrel roof; provided, however, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade along the front of the building.



Building Height



COMMITTEE REPORT

REPORT TYPE: Tourism and Visitors Bureau Committee Report

MEETING: November 16, 2021

Present: LeAnn Durfey, chair; Brandon Huckabee, Brady Pendleton

Absent: Alan Nix

DEPARTMENT: Tourism and Visitors Bureau

STAFF CONTACT: Julie Smith, TVB Manager

REVIEW HOTEL OCCUPANCY TAX REQUEST FOR BUCKLE & BUGS FESTIVAL

The committee met on November 16, 2021 to review an application for Hotel Occupancy Tax Funds from the Buckle and Bugs Festival. Motion by Brandon Huckabee, second by Brady Pendleton, to make a recommendation to approve the application in the amount of \$25,000. Motion carried by unanimous vote.

Public Works Committee
COMMITTEE REPORT



MEETING: Public Works Committee Meeting – 16 Oct 2021
Present: P6 Alan Nix, Chair; P4 Brady Pendleton; P7 Gerald Cook; P8 Brandon Huckabee
Absent: None
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

Agenda Item 1: Call to Order

Agenda Item 2: Basin 01 Sanitary Sewer Basin Evaluation

Discussion: A proposal from professional services agreement with Pipeline Analysis, LLC. to perform an Evaluation of Sanitary Sewer Basin 1 as allocated in the FY21-22 budget was discussed.

It was noted that only Basin 4 remains following the evaluation of Basin 1 and that the proposed amount to evaluate Basin 1 is exactly the budgeted amount of \$34,000.

Committee Action: Following discussion, a motion was made by Mr. Huckabee, seconded by Mr. Cook, to recommend to the full council the approval of the professional services agreement to Pipeline Analysis as presented.

Recommendation: The committee voted unanimously to recommend approval of the proposed professional services agreement with Pipeline Analysis, LLC. to perform an Evaluation of Sanitary Sewer Basin 1 as allocated in the FY21-22 budget.

Professional Services Contract

City of Stephenville, Texas

Sanitary Sewer Evaluation Survey

Basin 1



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

November 10, 2021



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

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the CITY desires professional engineering services in connection with the Sanitary Sewer Evaluation Survey of sewer drainage Basin 1 for the City of Stephenville, Texas, hereinafter called "the PROJECT"; and

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

THE CITY AND ENGINEER AGREE AS FOLLOWS:

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

1. SCOPE OF SERVICES

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

1.1 Approach to Project

This project will perform various field testing and inspection of the wastewater collection system within Basin 1 and prepare draft and final reports that recommend system repairs and estimated costs to reduce wet weather infiltration/inflow.

1.2 Detailed Scope of Services

See Exhibit B attached.

2. CITY'S RESPONSIBILITIES

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

2.1 Provide Existing Data

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

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

2.2 Provide Access

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

2.3 CITY Representative

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

3. SCHEDULE

3.1 Schedule

Anticipated notice to proceed start date is December 1, 2021. The ENGINEER’S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER will complete the work according to the following schedule:

Task	Description	Month					
		1	2	3	4	5	6
100	Mobilization	█					
200	Manhole/Pipe Inspection -100%		█				
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)		█	█			
400	Dye Flooding - None				█		
500	Preparatory Cleaning- None				█		
600	CCTV Inspection - Recommendations Only				█		
700	Admin.,Project Mgt.	█	█	█	█	█	█
800	Defect Analysis/Rehab.		█	█	█	█	
900	Database, Cost Estimates, Mapping, Final Reports				█	█	█

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

adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

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

3.2 Completion of Services

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

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

3.3 Changes

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

3.4 Written Authorization for Additional Work

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

4. PAYMENT FOR SERVICES

4.1 Terms

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

Basic Engineering Fee:

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

Reimbursable Expenses

Not applicable

Additional Services

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

4.2 Basis and Amount of Compensation for Basic Services

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

4.3 Basis and Amount of Compensation for Additional Services

Not applicable. No additional services are anticipated.

4.4 Partial Payments for Services

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

4.5 Delay

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

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

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

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

5.2 Suspension

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

5.3 Abandonment

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

5.4 Failure to Pay

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

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

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

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

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

6.2 Progress and Performance

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

6.3 CITY Control

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

6.4 Independent Agent

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

6.5 Compliance with Laws

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

6.6 No Additional Work Without Authorization

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

6.7 Assignment & Subcontracting

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

6.8 Indemnification

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

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

6.9 Insurance

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

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

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

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

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

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

6.10 Property

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

6.11 Governing Law

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

7. DOCUMENT EXECUTION


IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2021.

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

By: _____
Doug Svien (Mayor)

Date: _____

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

By: 

James H. Forbes, Jr., P.E. (President)

Date: November 10, 2021

Exhibit A Compensation Basin 1 Sewer System Evaluation Survey

Sanitary Sewer Evaluation Survey Basin 1

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,680.00
200	Manhole/Pipe Inspection -(100%)	50	\$105.00	\$ 5,250.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	23,000	\$ 0.55	\$ 12,650.00
400	Dye Flooding	1	\$225.00	\$ 225.00
500*	Preparatory Cleaning	0	\$ 2.50	\$ -
600	CCTV Inspection	4000	\$ 1.55	\$ 6,200.00
700	Admin.,Project Mgt.	L.S.	L.S.	\$ 1,400.00
800	Defect Analysis/Rehab.	L.S.	L.S.	\$ 1,500.00
900	Database, Cost Estimates, Mapping, Final Reports	L.S.	L.S.	\$ 5,095.00
Total Not To Exceed (City of Perform Preparatory Cleaning)				\$ 34,000.00

* City to perform preparatory cleaning

Exhibit B

Detailed Scope of Services Basin 1

Using the prioritized results of the wastewater flow monitoring performed in July 2008, the system evaluation is being phased such that the highest priority areas (for example meter basin 10 and 7) are investigated first. This phase of field testing and rehabilitation will concentrate effort on Basin 1. Tasks include:

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

TASK 100 MOBILIZATION

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

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

Deliverable:

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

To Be Provided by City:

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

TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area designated (Basin 1), field inspection crews will perform an inspection of manholes. The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

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

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

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

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

To Be Provided by City:

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

Measurement of Payment:

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

TASK 300 SMOKE TESTING OF STUDY AREA

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

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

To Be Provided by City:

- Review and approval of Notice to Residents
- Letter of introduction to be carried by field crews
- Previous City smoke testing data, if any

Deliverables:

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



SMOKE TESTING NOTICE TO RESIDENT

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

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

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

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

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

800-637-0164



Task 400 Dye Flooding

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

To Be Provided by City:

- Water for dye flooding at no cost to Engineer

TASK 500 & 600 CLEANING AND CCTV

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

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

To Be Provided by City:

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

Measurement of Payment:

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

TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

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

Management work items include:

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

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

Deliverables:

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

To Be Provided by City:

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

TASK 800 DEFECT ANALYSIS/ REHABILITATION

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

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

To Be Provided by City:

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

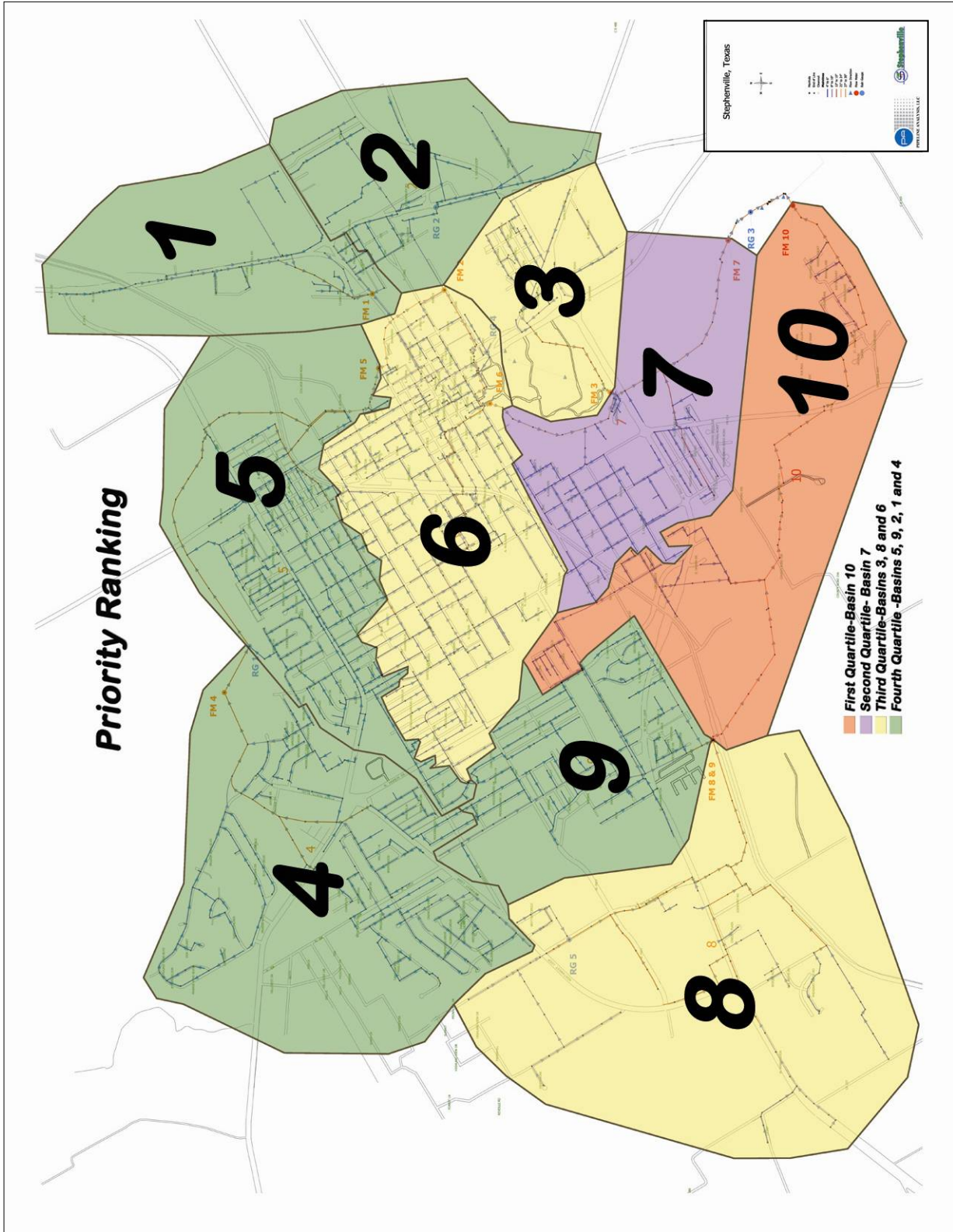
TASK 900 FINAL REPORT

Prepare and submit a Final Report that includes the following:

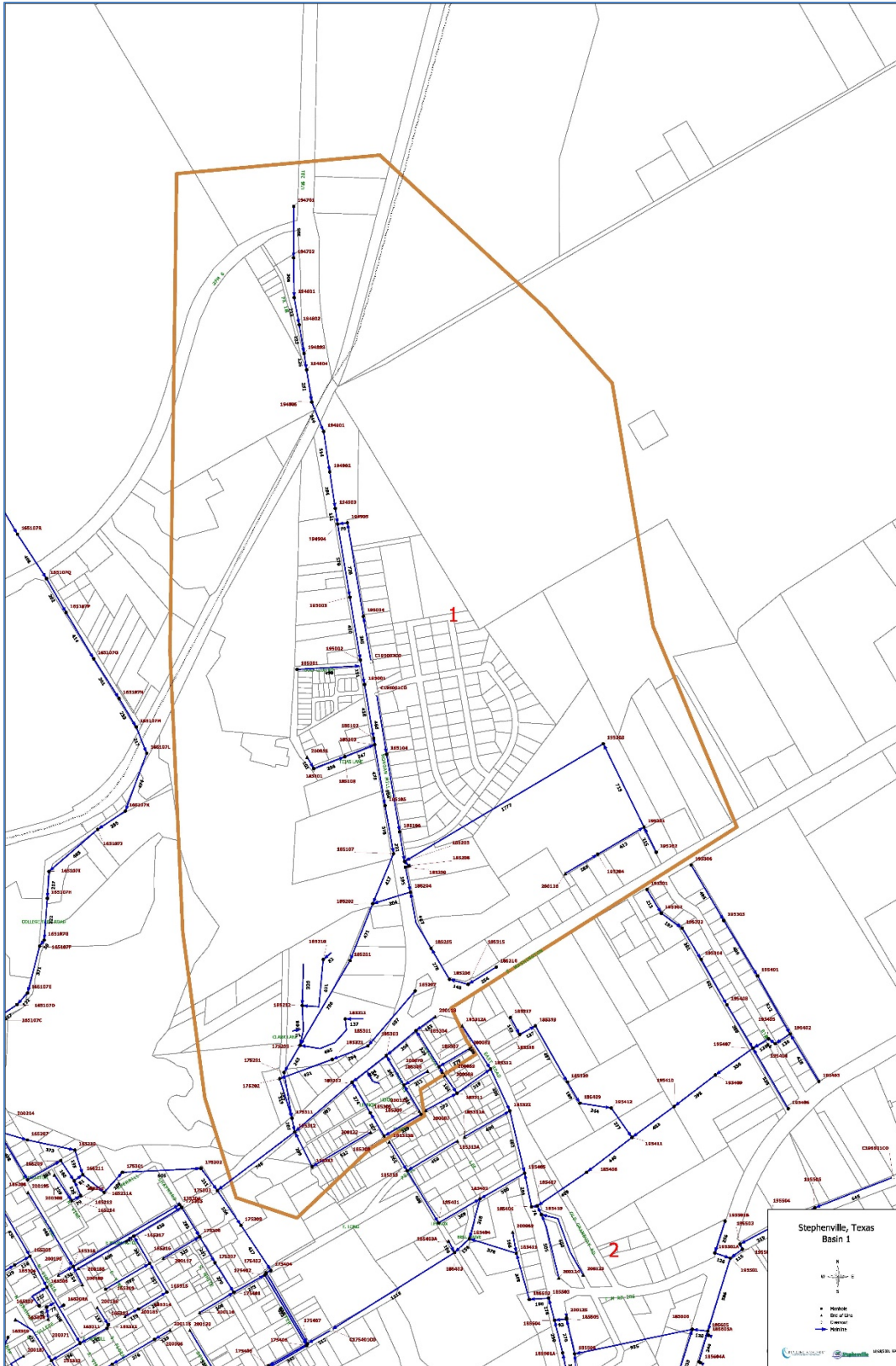
- Executive Summary
- Description of all tasks
- Manhole and pipe inspection summary/inventory
- Manhole defect summary
- Pipeline defect summary
- Service lateral defect summary
- Smoke test data summary
- Cleaning and CCTV findings
- Recommendations and Cost Estimates for Private and Public sector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

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

Basins by Flow Monitoring Priority



Study Area Map Basin 1



Regular City Council Meeting

STAFF REPORT



Item 22.

SUBJECT: FY 2021-2022 Sanitary Sewer Basin 1 Evaluation Survey
Professional Services Agreement

MEETING: Public Works Committee - 16 Nov 2021

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed professional services agreement with Pipeline Analysis, LLC. to perform an Evaluation of Sanitary Sewer Basin One as allocated in the FY 21-22 budget.

BACKGROUND:

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

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

Eight of the ten basins identified have been previously evaluated. Pipeline Analysis has performed the previous evaluations of the sanitary sewer collection system.

PROPOSAL:

Attached is a proposal from Pipeline Analysis, LLC., a firm specializing in wastewater collection systems, to provide a Sanitary Sewer Evaluation Survey of collection Basin One. The work will include dye testing, closet-circuit televising and manhole inspections to identify areas of deficiency within the basin, including undersized lines, failing infrastructure and potential and existing, partial line blockages as well as provide an analysis of inflow and infiltration.

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

The proposal sets a 180 calendar day agreement duration and, under Section 3.2, provides a liquidated damages clause to address and encourage adherence to the allotted time schedule.

FISCAL IMPACT SUMMARY:

The FY 21-22 adopted budget allocated \$34,00.00 to complete a sanitary sewer evaluation survey for Sewer Basin One. The agreement proposes to complete the project for \$34,000.00.

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

ALTERNATIVES:

The following alternatives are provided for council consideration:

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

ADVANTAGES:

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

DISADVANTAGES:

There are no disadvantages identified with approval of the agreement.

ATTACHMENTS:

[Basin 01 – Proposed Agreement](#)



COMMITTEE REPORT

REPORT TYPE: Public Health and Safety Committee Report

MEETING: November 16, 2021

Present: Brady Pendleton, Chair, LeAnn Durfey, Daron Trussell

Absent: Justin Haschke

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr.

REVIEW SYSTEM PURCHASE AGREEMENT L3HARRIS TECHNOLOGIES, INC.

Stephenville Police Department Chief Dan M. Harris, Jr. presented the System Purchase Agreement between the City of Stephenville and L3Harris Technologies for consideration. The Public Health and Safety Committee voted unanimously to forward the System Purchase Agreement to council for approval.



COMMITTEE REPORT

REPORT TYPE: Nominations Committee Report

MEETING: November 30, 2021

Present: Gerald Cook, chair; LeAnn Durfey, Alan Nix

Absent: Justin Haschke

DEPARTMENT: Administration

STAFF CONTACT: Staci King, City Secretary

MEMBER APPOINTMENTS FOR CITIZEN BOARDS AND COMMISSIONS

The committee met on November 30, 2021 to review applications for vacancies and annual appointments to Citizen Boards and Commissions. The following recommendations were made:

Planning & Zoning Commission

Place 2 Justin Allison
 Place 4 Mary Beach McGuire
 Place 6 Brian Lesley
 Alt. 1 Tom Hines
 Alt. 2 Cory Jenkins

Board of Adjustment

Place 2 Ben Tackett
 Place 4 Moumin Quazi
 Place 5 Kellijon Nance

SEDA

Place 2 Malcolm Cross
 Place 4 Lori Beaty
 Place 6 Chris Gifford

Tourism and Visitor Bureau Advisory Board

Place 2 Phil Greer
 Place 4 Austin Hubbard
 Place 6 Michael Brown

Parks & Recreation Advisory Board

- Place 2 Lindsey Laurent
- Place 4 Jill McAngus
- Place 6 Josh Raymond

Senior Citizen Advisory Board

- Place 2 Elizabeth Johnson
- Place 4 Jan Smith
- Place 6 Dana Worrell

Library Advisory Board

- Place 2 Darla Fent
- Place 4 Katy Eichenberg
- Place 5 Katherine Quinnell
- Place 6 Katherine Smith

Main Street Advisory Board

- Place 2 Jeffrey Hamilton
- Place 4 Kelly Sult
- Place 6 Rita Cook

Airport Advisory Board

- Place 2 Brandon Greenhaw
- Place 4 Austin Brown
- Place 6 Hardy Hampton

Professional Trade Boards

Committee recommends that all sitting members of the trade boards be reappointed with the exception of Seth Moore and Mike Walker.

Committee recommends that Jarrod Hancock be appointed to the Electrical Board.

Airport Advisory Board

It is the recommendation of the committee that the ordinance outlining the Airport Advisory Board be amended to allow no more than 3 of the 5 members to reside outside of the corporate limits of the city.

ORDINANCE NO. 2021-O-XX

AN ORDINANCE AMENDING THE CITY OF STEPHENVILLE CODE OF ORDINANCES, CHAPTER 32, ARTICLE I, SECTION 32.01 AIRPORT ADVISORY BOARD - MEMBERSHIP

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

SECTION 1.

The City of Stephenville Code of Ordinances, Sec. 32.01. *Airport Advisory Board – Membership* is hereby amended as follows:

There is hereby created a seven member board which shall advise the City Council on policy matters affecting the city's airport facility, and such board shall be known as the Airport Advisory Board. At least **four** members of the Board must be residents of the city; **those not residing in the city must be residents of Erath County**. Each of the seven members shall be appointed for two year terms and until their successors are appointed and qualified. Should vacancies occur on the Board, the vacancies shall be filled in the same manner as original appointments, except such terms shall only be for the remainder of such unexpired term. The City Council shall approve the appointment of new Board members prior to January 1, since the term of office will run from January 1 to December 31.

SECTION 2.

This ordinance shall become effective immediately upon its passage.

PASSED AND APPROVED this the 7th day of December, 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



COMMITTEE REPORT

REPORT TYPE: Finance Committee Report

MEETING: November 16, 2021

Present: Justin Haschke, Chair, Brandon Huckabee, Brady Pendleton

Absent: Ricky Thurman

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr.

REVIEW SYSTEM PURCHASE AGREEMENT WITH L3HARRIS TECHNOLOGIES, INC.

Stephenville Police Department Chief Dan M. Harris, Jr. presented the System Purchase Agreement Pricing Summary between the City of Stephenville and L3Harris Technologies for consideration. The Finance Committee voted unanimously to forward the System Purchase Agreement Pricing Summary to council for approval.



November 16, 2021

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 the 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:	\$ 1,990,402.52
TERM:	10 Annual Payments
INTEREST RATE:	2.684% <i>Fixed</i>
PAYMENT AMOUNT:	\$ 226,604.66
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 and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. 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.

Blessings,



Drew Whittington
 Client Services
 Main: 817-421-5400

PRICING SUMMARY

L3Harris is pleased to provide the City of Stephenville, Texas, with the following firm fixed price proposal. Pricing is valid until December 17, 2021. The L3Harris pricing assumes, and this proposal is made subject to the condition that the City of Granbury, Texas, and the City of Stephenville, Texas, have entered into an Interlocal Agreement allowing L3Harris to access and upgrade the Granbury P25 System for the purposes of the City of Stephenville’s shared usage. If, after executing a contract with L3Harris for the P25 radio system pursuant to this proposal, the City of Stephenville has not entered into such an Interlocal Agreement with the City of Granbury within 30 days of contract execution, L3Harris shall be entitled, with respect to the contract between L3Harris and the City of Stephenville, to an equitable adjustment to the contract schedule, price, or both.

P25 SITE ADD	QTY	PRICE (USD \$)
VIDA Network Core Licenses	Lot	\$36,193.00
Site Interface Equipment	Lot	\$31,005.26
VIDA Edge	1	\$15,173.70
700 MHz P25 Trunking MASTR V Base Stations	4	\$119,547.05
Antenna System	Lot	\$32,150.75
Dispatch Interface Equipment	Lot	\$4,796.68
Symphony Consoles	3	\$164,536.50
XL-200M Backup Control Stations	3	\$24,304.56
Interop Pathway & Gateway	Lot	\$42,225.88
MPLS Equipment	2	\$21,431.32
UPS (Includes Install)	Lot	\$24,956.64
P25 SITE ADD SUBTOTAL		\$516,321.34
PROFESSIONAL SERVICES	QTY	PRICE (USD \$)
Program Management	Lot	\$155,550.00
Engineering Services	Lot	\$159,240.00
Staging & Freight	Lot	\$8,990.00
Infrastructure Installation	Lot	\$31,953.00
Antenna Hanging	Lot	\$27,500.00
Coverage Characterization	Lot	\$9,967.00
Coverage CATP and Guarantee	Lot	\$19,800.00
Training	Lot	\$19,075.00
Premium Warranty (Year 1)	Lot	\$13,225.00
PROFESSIONAL SERVICES SUBTOTAL		\$445,300.00

SUBSCRIBER UNITS	QTY	PRICE (USD \$)
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, Ext Warranty 3-Yr, Single Key Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	20	\$172,376.20
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, In-Band GPS, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	25	\$228,327.25
XL-200P Portable , Dual Band VHF+7/800, In-Band GPS, Ext Warranty 3-Yr, NIFOG, P25 Phase 2 TDMA, Encryption Lite, P25 Trunking, 3100 MAH LI-ION Battery, Helical Antenna, C1D2 Speaker Mic, Leather Case, 2-Bay Charger, BeOn, spare 3100 MAH LI-ION Battery	50	\$341,326.00
XL-400P Portable , Dual Band VHF+7/800, Ext Warranty 3-Yr, NIFOG, Single Key Encryption, P25 Phase 2 TDMA, P25 Trunking, LI-ION EXTRM Battery, Helical XTRM Antenna, C1D2 Speaker Mic, Metal Belt Clip, 1-Bay XTRM Charger, BeOn, Spare LI-ION XTRM Battery	35	\$361,565.40
SUBSCRIBER UNITS SUBTOTAL		\$1,103,594.85
SYSTEM TOTAL		\$2,065,216.19
Granbury Regional Radio Network Discount*		(\$555,047.49)
Contract Signing Discount**		(\$153,287.60)
PROJECT TOTAL		\$1,356,881.10

OPTIONAL ITEMS	QTY	PRICE (USD \$)
MAP Base Package 1, 1-100 SQ. Miles	1-year Subscription	\$37,000.00
PC & Monitor for Live Earth	Lot	\$1,098.90
CATP (In-Building)	Lot	\$30,000.00

Additional Terms & Conditions:

State and Local taxes not included.

*Discount Pricing is reflective of joining the Granbury Regional Radio Network.

**Contract must be fully executed by December 15, 2021.

Infrastructure Items	Pricing
P25 Simulcast Site Equipment (Connected to Granbury Core)	\$327,480.28
Dispatch Consoles & Backup Radios (QTY 3)	\$188,841.06
PD Mobiles - XL200M (QTY 25)	\$228,327.25
PD Portables - XL200P (QTY 50)	\$341,326.00
FD Mobiles - XL200M (QTY 20)	\$172,376.20
FD Portables - XL400P (QTY 35)	\$361,565.40
P25 Hardware Subtotal (System & Subscriber Units)	\$1,619,916.19
Professional Services	\$445,300.00
System & Services Subtotal	\$2,065,216.19
Granbury Regional Network Discount	(\$555,047.49)
Contract Signing Discount	(\$153,287.60)
Total L3H Infrastructure Cost (without maintenance)	\$1,356,881.10

HigherGround Logging Recorder Upgrades	\$32,981.85
Equipment Shelter, Civil Work, & Generator	\$246,918.75
Microwave Backhaul System - 4 paths (Only 3 Likely Required)	\$299,667.46
Non-L3H Equipment Contingency (15%)	\$86,935.21
Total Non-L3H Infrastructure Cost	\$633,521.42
Total Infrastructure Cost (L3H & Non-L3H)	\$1,990,402.52

Maintenance	Pricing
City of Granbury MOU for System Core Access & Maintenance (Per Year)	\$70,800.00
L3H Infrastructure Maintenance Years 2 - 15	TBD

RESOLUTION # _____

A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING PUBLIC SAFETY COMMUNICATION SYSTEM AND RELATED EQUIPMENT.

WHEREAS, 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 Public Safety Communication System and related equipment. 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 Public Safety Communication System and related equipment.

Section 2. 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 3. 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

This Resolution has been PASSED upon Motion made by Council Member _____, seconded by Council Member _____ by a vote of _____ to _____ and is effective this _____, 2021.

City of Stephenville	Witness Signature
X _____ Mayor Signature	X _____ City Secretary Signature
<u>Printed Name:</u> <u>Title:</u> Mayor	<u>Printed Name:</u> <u>Title:</u> City Secretary



STAFF REPORT

SUBJECT: Monthly Budget Report for the period Ending October 31, 2021

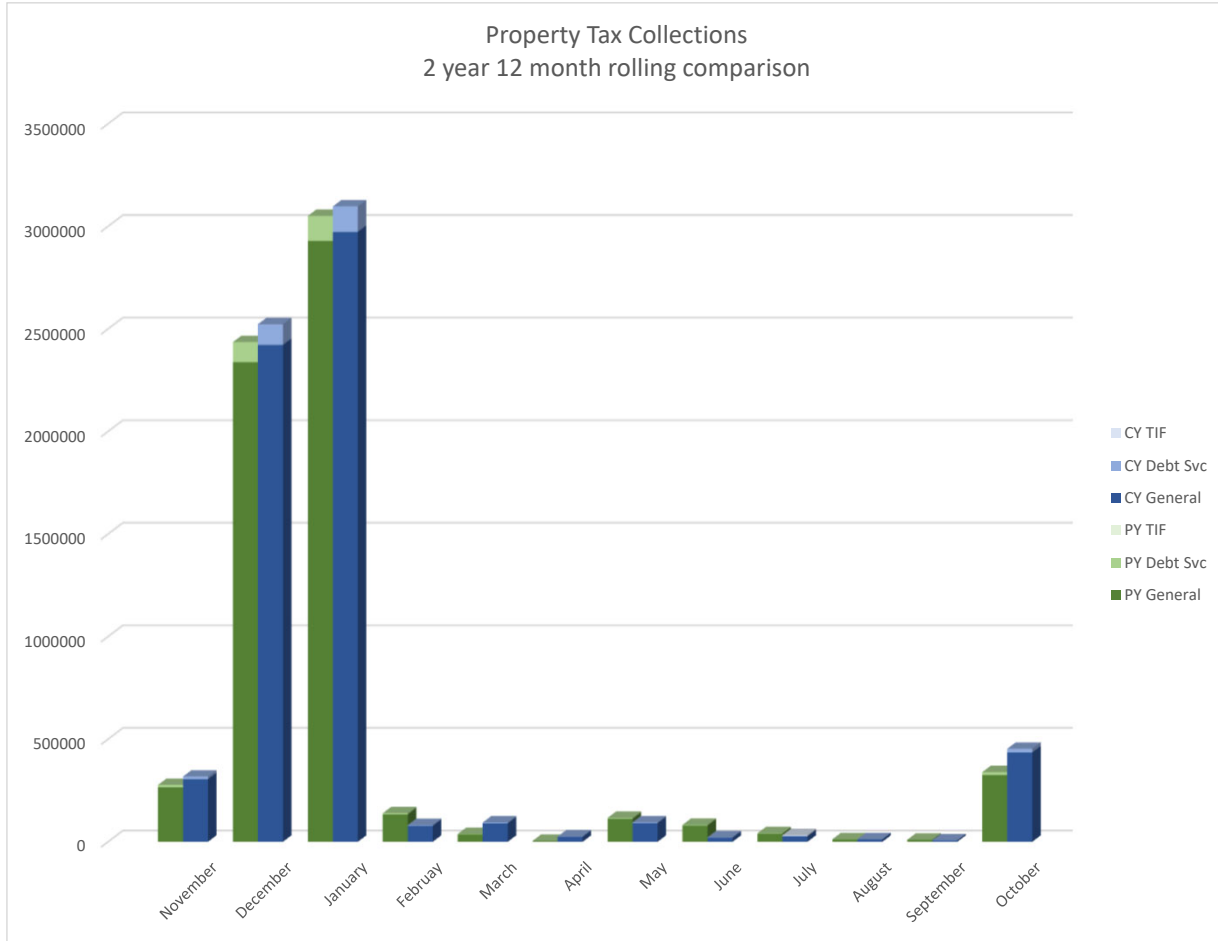
DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

BACKGROUND:

In reviewing the financial statements ending October 31, 2021, the financial indicators are as or better than anticipated.

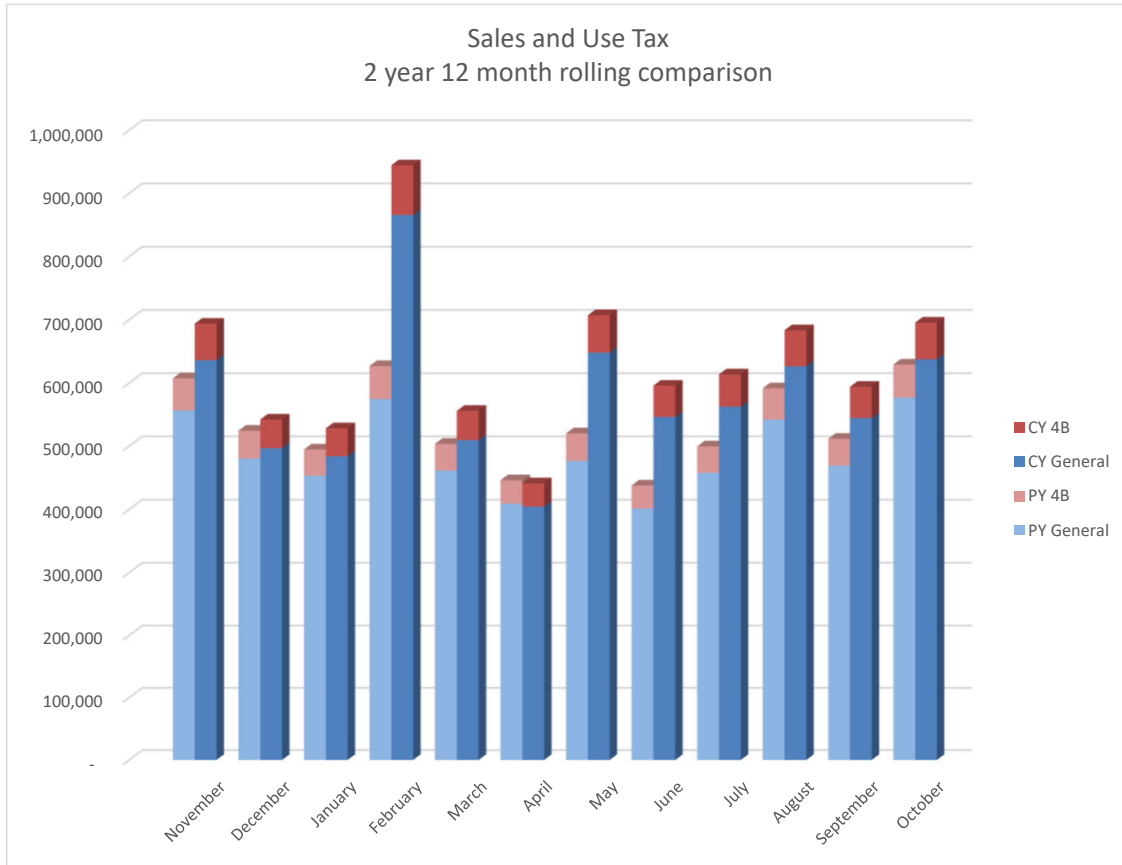
- **Property Tax**
We received \$453K in property taxes in the month of October, resulting in \$113K or 33.55% increase over funds collected last October. The amount collected is 6.68% of budget, which is 2.17% more than anticipated.
- **Sales Tax**
We received \$695K in sales tax in October, resulting in \$66K or 10.52% more than the funds collected last October. The amount collected is 9.49% of the \$7.3 million budgeted, which is about 1% higher than anticipated.
- **Revenue (Budgetary comparison)**
The target budget for operating revenue is \$2.04 million. We received \$2.5 million in revenue fiscal year to date, resulting in \$470K over the target budget due to property taxes, sales taxes, service charges, and sale of equipment.
- **Expenditures (Budgetary comparison)**
The target budget for operating expenditures is \$2.2 million. We expended \$1.7 million fiscal year to date, resulting in \$546K under the target budget.
- **Revenue (Prior year comparison)**
Operating revenue received last year was \$2 million as compared to the current year's \$2.5 million, resulting in a \$512K increase due to property tax, sales taxes, franchise taxes, service charges, and sale of equipment.
- **Expenditures (Prior year comparison)**
Operating expenditures last year were \$2 million as compared to the current year's \$1.7 million, resulting in a \$343K decrease, of which \$260K relates to repair of the public safety building in the prior year.



Month	General Fund	Debt Svc	Total	Month	General Fund	Debt Svc	TIF	Total
Nov-19	265,777	11,255	277,032	Nov-20	304,970	12,804	-	317,774
Dec-19	2,337,593	98,214	2,435,807	Dec-20	2,421,750	100,945	-	2,522,695
Jan-20	2,928,631	122,287	3,050,918	Jan-21	2,973,159	123,936	-	3,097,096
Feb-20	133,573	5,889	139,461	Feb-21	78,158	3,268	-	81,427
Mar-20	36,684	1,632	38,315	Mar-21	90,202	3,822	-	94,024
Apr-20	4,688	163	4,851	Apr-21	24,696	1,064	-	25,760
May-20	112,150	4,518	116,668	May-21	90,794	3,893	-	94,687
Jun-20	79,259	3,379	82,637	Jun-21	20,314	1,266	-	21,580
Jul-20	39,473	2,238	41,712	Jul-21	27,201	1,304	3,789	32,294
Aug-20	11,762	824	12,585	Aug-21	11,946	476	-	12,422
Sep-20	9,736	485	10,222	Sep-21	7,059	300	-	7,359
Oct-20	325,732	13,700	339,432	Oct-21	435,350	17,955	-	453,305
12 month total		6,549,640		12 month total		6,760,421		
Oct 2020		339,432		Oct 2021		453,305		
FY 2020-2021 Total		6,646,548		FY 2021-2022 Budget		6,784,860		

Collection to date as percentage of fiscal year total 5.11%

Collection to date as percentage of fiscal year budget 6.68%



Month	General	4B	Total	Month	General	4B	Total	% Change +/-
Nov-19	556,777	50,616	607,393	Nov-20	636,149	57,832	693,981	14.26%
Dec-19	480,875	43,716	524,591	Dec-20	497,048	45,186	542,234	3.36%
Jan-20	453,492	41,227	494,719	Jan-21	484,228	44,021	528,249	6.78%
Feb-20	574,600	52,236	626,836	Feb-21	865,761	78,706	944,466	50.67%
Mar-20	461,845	41,986	503,831	Mar-21	509,621	46,329	555,950	10.34%
Apr-20	409,098	37,191	446,289	Apr-21	404,427	36,766	441,193	-1.14%
May-20	476,944	43,359	520,302	May-21	648,372	58,943	707,314	35.94%
Jun-20	401,495	36,500	437,994	Jun-21	546,259	49,660	595,919	36.06%
Jul-20	458,003	41,637	499,639	Jul-21	562,550	51,141	613,691	22.83%
Aug-20	542,275	49,298	591,573	Aug-21	626,605	56,964	683,569	15.55%
Sep-20	469,140	42,649	511,790	Sep-21	544,489	49,499	593,988	16.06%
Oct-20	576,942	52,449	629,391	Oct-21	637,613	57,965	695,578	10.52%
12 month total		<u>6,394,347</u>		12 month total		<u>7,596,133</u>		18.79%
Oct 2020		<u>629,391</u>		Oct 2021		<u>695,578</u>		10.52%
FY 2020-2021 Total		7,529,945		FY 2021-2022 Budget		7,328,610		
Collection to date as percentage of fiscal year total			8.36%	Collection to date as percentage of fiscal year budget				9.49%



**Budget vs. YTD Actual
October 31, 2021**

Date Prepared: December 3, 2021

Source of Funds	Approved Budget 2021-2022	Target Budget	10/31/21 Current YTD Actual	Dollar Variance Favorable (Unfavorable)	Percent Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 6,812,364	\$ 307,032	\$ 448,048	\$ 141,016	45.93%	
Sales Taxes	7,328,610	617,707	695,578	77,871	12.61%	Back to school
Other Taxes	2,427,418	97,534	80,206	(17,327)	(17.77%)	Mixed drinks and franchise tax
Licenses and permits	378,385	21,239	14,746	(6,492)	(30.57%)	Plan review, food svc permits, backflow tests
Fines and forfeitures	78,825	9,821	23,687	13,866	141.18%	
Service charges	12,154,965	980,553	1,212,153	231,600	23.62%	EMS collections. Water, Sewer, Storm, and Landfill fees.
Interest on investments	15,001	27	1,001	974	3638.70%	
Other Income	1,490,418	10,087	39,146	29,060	288.09%	Sale of equipment
Total Operating Revenue	<u>30,685,986</u>	<u>2,043,999</u>	<u>2,514,566</u>	<u>470,567</u>	<u>23.022%</u>	
Intergovernmental grants	1,590,242	112,837	300	(112,537)	(99.73%)	Project Driven grants
Debt Proceeds	0	0	0	0	0.00%	
Total Revenue	<u>32,276,228</u>	<u>2,156,836</u>	<u>2,514,866</u>	<u>358,030</u>	<u>16.60%</u>	
		0	0			
Transfers-In	\$ 2,912,040	\$ -	\$ -	\$ -	0.00%	
Transfers-Out	(2,912,040)	-	-	-	0.00%	
Expenditures						
General Fund	\$ 15,291,409	\$ 1,568,115	\$ 1,067,718	\$ 500,397	31.91%	
Utility Fund	4,916,175	455,226	491,216	(35,989)	(7.91%)	Upper Leon Water District Raw Water fee
Landfill Fund	582,019	66,552	45,971	20,582	30.93%	
Airport Fund	78,935	11,897	13,802	(1,905)	(16.01%)	AWOS Maintenance
Storm Water Drainage Fund	129,270	10,772	2,654	8,118	75.36%	
Special Revenue Funds	462,222	32,002	9,962	22,040	68.87%	
Stephenville Economic Dev Authority	608,500	53,412	20,634	32,778	61.37%	
Total Operating Expenditures	<u>22,068,530</u>	<u>2,197,978</u>	<u>1,651,957</u>	<u>546,021</u>	<u>24.84%</u>	
Capital	29,297,012	2,441,418	52,558	2,388,860	97.85%	
Debt Service	2,955,514	25	0	25	100.00%	
Total Expenditures	<u>54,321,056</u>	<u>4,639,420</u>	<u>1,704,515</u>	<u>2,934,905</u>	<u>63.26%</u>	



Prior YTD Actual vs Current YTD Actual
October 31, 2021

Date Prepared: December 3, 2021

Source of Funds	Prior YTD Actual	Current YTD Actual	Dollar Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 341,966	\$ 448,048	\$ 106,082	31.02%	Increased assessment and earlier payors
Sales Taxes	629,391	695,578	66,187	10.52%	
Other Taxes	54,493	80,206	25,714	47.19%	Franchise taxes
Licenses and permits	16,626	14,746	(1,880)	(11.31%)	Building permits
Fines and forfeitures	16,261	23,687	7,426	45.67%	Citation and collection dependent
Service charges	939,845	1,212,153	272,307	28.97%	charges,
Interest on investments	956	1,001	45	4.69%	
Other Income	2,872	39,146	36,275	1263.11%	Sale of equipment
Total Operating Revenue	<u>2,002,410</u>	<u>2,514,566</u>	<u>512,156</u>	<u>25.58%</u>	
Intergovernmental grants	1,156	300	(856)	(74.05%)	Immaterial
Debt Proceeds	0	0	0	0.00%	
Total Revenue	<u>2,003,566</u>	<u>2,514,866</u>	<u>511,299</u>	<u>25.52%</u>	
Transfers-In	\$ -	\$ -	\$ -	0.00%	
Transfers-Out	\$ -	\$ -	\$ -	0.00%	
Expenditures					
General Fund	\$ 1,461,620	\$ 1,067,718	\$ 393,902	26.95%	
Utility Fund	323,879	491,216	(167,337)	(51.67%)	Upper Leon Water District Raw Water fee paid earlier
Landfill Fund	74,277	45,971	28,306	38.11%	
Airport Fund	7,221	13,802	(6,582)	(91.15%)	Insurance and AWOS maintenance
Storm Water Drainage Fund	624	2,654	(2,030)	(325.34%)	Development reviews
Special Revenue Funds	90,090	9,962	80,128	88.94%	
Stephenville Economic Dev Authority	37,681	20,634	17,047	45.24%	
Total Operating Expenditures	<u>1,995,391</u>	<u>1,651,957</u>	<u>343,434</u>	<u>17.21%</u>	
Capital	(89,526)	52,558	(142,084)	158.71%	PY Audit Entry
Debt Service	94,188	0	94,188	100.00%	Debt Service differs from year to year
Total Expenditures	<u>2,000,053</u>	<u>1,704,515</u>	<u>295,538</u>	<u>14.78%</u>	



Budget Variance Report

Item 30.

As Of: 10/31/2021

Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	1,147,846.03	959,032.05	188,813.98	1,147,846.03	959,032.05	188,813.98	8	15,087,472.00	(13,939,625.97)	92
LICENSES AND PERMITS	14,746.18	17,988.68	(3,242.50)	14,746.18	17,988.68	(3,242.50)	4	339,385.00	(324,638.82)	96
FINES AND FORFEITURES	22,527.61	8,437.58	14,090.03	22,527.61	8,437.58	14,090.03	31	71,875.00	(49,347.39)	69
INTERGOVERNMENTAL	300.00	43,764.08	(43,464.08)	300.00	43,764.08	(43,464.08)	0	748,169.00	(747,869.00)	100
CHARGES FOR SERVICES	82,441.29	62,559.46	19,881.83	82,441.29	62,559.46	19,881.83	7	1,257,333.00	(1,174,891.71)	93
OTHER REVENUE	39,854.18	(1,247.57)	41,101.75	39,854.18	(1,247.57)	41,101.75	90	44,427.00	(4,572.82)	10
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	957,579.00	(957,579.00)	100
TOTAL REVENUE	1,307,715.29	1,090,534.28	217,181.01	1,307,715.29	1,090,534.28	217,181.01	7	18,506,240.00	(17,198,524.71)	93
EXPENSE SUMMARY										
CITY COUNCIL	6,412.28	11,501.45	5,089.17	6,412.28	11,501.45	5,089.17	6	108,010.00	(101,597.72)	94
CITY MANAGER	28,348.45	37,793.14	9,444.69	28,348.45	37,793.14	9,444.69	7	434,006.00	(405,657.55)	93
CITY SECRETARY	16,625.67	13,454.94	(3,170.73)	16,625.67	13,454.94	(3,170.73)	10	159,604.00	(142,978.33)	90
EMERGENCY MANAGEMENT	9,359.69	13,416.66	4,056.97	9,359.69	13,416.66	4,056.97	52	18,000.00	(8,640.31)	48
MUNICIPAL BUILDING	16,411.49	18,448.71	2,037.22	16,411.49	18,448.71	2,037.22	17	98,222.00	(81,810.51)	83
MUNICIPAL SERVICES CTR	16,455.32	11,586.06	(4,869.26)	16,455.32	11,586.06	(4,869.26)	16	101,633.00	(85,177.68)	84
HUMAN RESOURCES	7,679.31	36,394.29	28,714.98	7,679.31	36,394.29	28,714.98	3	255,398.00	(247,718.69)	97
DOWNTOWN	3,983.73	4,945.29	961.56	3,983.73	4,945.29	961.56	7	58,442.00	(54,458.27)	93
FINANCE	28,493.32	52,898.53	24,405.21	28,493.32	52,898.53	24,405.21	5	626,095.00	(597,601.68)	95
INFORMATION TECHNOLOGY	38,818.28	39,884.55	1,066.27	38,818.28	39,884.55	1,066.27	8	470,265.00	(431,446.72)	92
TAX	40,235.12	41,903.35	1,668.23	40,235.12	41,903.35	1,668.23	23	174,491.00	(134,255.88)	77
LEGAL COUNSEL	7,165.39	9,488.98	2,323.59	7,165.39	9,488.98	2,323.59	6	112,361.00	(105,195.61)	94
MUNICIPAL COURT	7,800.57	10,130.79	2,330.22	7,800.57	10,130.79	2,330.22	7	118,394.00	(110,593.43)	93
STREET MAINTENANCE	61,292.91	102,186.31	40,893.40	61,292.91	102,186.31	40,893.40	6	997,327.00	(936,034.09)	94
PARKS & LEISURE ADM	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	

Budget Variance Report
Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
PARKS & RECREATION	103,457.25	224,746.37	121,289.12	103,457.25	224,746.37	121,289.12	4	2,428,810.00	(2,325,352.75)	96
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	13,438.68	22,638.49	9,199.81	13,438.68	22,638.49	9,199.81	5	268,657.00	(255,218.32)	95
SENIOR CENTER	10,384.32	17,362.19	6,977.87	10,384.32	17,362.19	6,977.87	6	174,190.00	(163,805.68)	94
AQUATIC CENTER	8,181.43	16,919.21	8,737.78	8,181.43	16,919.21	8,737.78	3	239,146.00	(230,964.57)	97
FIRE DEPARTMENT	283,167.99	367,440.19	84,272.20	283,167.99	367,440.19	84,272.20	8	3,647,965.00	(3,364,797.01)	92
POLICE DEPARTMENT	382,010.70	584,524.33	202,513.63	382,010.70	584,524.33	202,513.63	6	5,919,968.00	(5,537,957.30)	94
DEVELOPMENT SERVICES	30,553.86	53,614.08	23,060.22	30,553.86	53,614.08	23,060.22	5	611,256.00	(580,702.14)	95
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0	1,476,466.00	(1,476,466.00)	100
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	1,120,275.76	1,691,277.91	571,002.15	1,120,275.76	1,691,277.91	571,002.15	6	18,498,706.00	17,378,430.24	94
REVENUE OVER/(UNDER) EXPENDITURE	187,439.53	(600,743.63)	788,183.16	187,439.53	(600,743.63)	788,183.16		7,534.00	(34,576,954.95)	

Budget Variance Report

Fund: 02 - WATER AND WASTEWATER FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	0.00	750.00	(750.00)	0.00	750.00	(750.00)	0	9,000.00	(9,000.00)	100
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	942,245.91	757,384.64	184,861.27	942,245.91	757,384.64	184,861.27	11	8,877,223.00	(7,934,977.09)	89
OTHER REVENUE	(97.67)	10,770.30	(10,867.97)	(97.67)	10,770.30	(10,867.97)	0	33,709.00	(33,806.67)	100
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	50,219.00	(50,219.00)	100
TOTAL REVENUE	942,148.24	768,904.94	173,243.30	942,148.24	768,904.94	173,243.30	11	8,970,151.00	(8,028,002.76)	89
EXPENSE SUMMARY										
UTILITIES ADMINISTRATION	28,510.25	58,565.29	30,055.04	28,510.25	58,565.29	30,055.04	5	618,586.00	(590,075.75)	95
WATER PRODUCTION	213,429.11	127,716.93	(85,712.18)	213,429.11	127,716.93	(85,712.18)	14	1,480,448.00	(1,267,018.89)	86
WATER DISTRIBUTION	21,215.22	82,161.41	60,946.19	21,215.22	82,161.41	60,946.19	2	915,376.00	(894,160.78)	98
CUSTOMER SERVICE	17,897.55	28,484.04	10,586.49	17,897.55	28,484.04	10,586.49	6	291,517.00	(273,619.45)	94
WASTEWATER COLLECTION	25,148.96	1,161,517.34	1,136,368.38	25,148.96	1,161,517.34	1,136,368.38	0	13,842,519.00	(13,817,370.04)	100
WASTEWATER TREATMENT	98,967.33	111,713.32	12,745.99	98,967.33	111,713.32	12,745.99	8	1,266,926.00	(1,167,958.67)	92
BILLING & COLLECTION	21,400.47	29,351.09	7,950.62	21,400.47	29,351.09	7,950.62	6	347,671.00	(326,270.53)	94
NON-DEPARTMENTAL	64,646.78	61,191.97	(3,454.81)	64,646.78	61,191.97	(3,454.81)	2	2,973,928.00	(2,909,281.22)	98
TOTAL EXPENSE	491,215.67	1,660,701.39	1,169,485.72	491,215.67	1,660,701.39	1,169,485.72	2	21,736,971.00	21,245,755.33	98
REVENUE OVER/(UNDER) EXPENDITURE	450,932.57	(891,796.45)	1,342,729.02	450,932.57	(891,796.45)	1,342,729.02		(12,766,820.00)	(29,273,758.09)	

Budget Variance Report

Fund: 03 - SANITARY LANDFILL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
CHARGES FOR SERVICES	89,469.00	77,549.55	11,919.45	89,469.00	77,549.55	11,919.45	9	960,000.00	(870,531.00)	91
OTHER REVENUE	42.74	329.83	(287.09)	42.74	329.83	(287.09)	1	3,019.00	(2,976.26)	99
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	89,511.74	77,879.38	11,632.36	89,511.74	77,879.38	11,632.36	9	963,019.00	(873,507.26)	91
<u>EXPENSE SUMMARY</u>										
LANDFILL	45,970.69	86,552.34	40,581.65	45,970.69	86,552.34	40,581.65	5	903,558.00	(857,587.31)	95
TOTAL EXPENSE	45,970.69	86,552.34	40,581.65	45,970.69	86,552.34	40,581.65	5	903,558.00	857,587.31	95
REVENUE OVER/(UNDER) EXPENDITURE	43,541.05	(8,672.96)	52,214.01	43,541.05	(8,672.96)	52,214.01		59,461.00	(1,731,094.57)	

Budget Variance Report
Fund: 04 - AIRPORT FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	16,250.00	9,015.00	7,235.00	16,250.00	9,015.00	7,235.00	14	112,280.00	(96,030.00)	86
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0	1,423,040.00	(1,423,040.00)	100
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	16,250.00	9,015.00	7,235.00	16,250.00	9,015.00	7,235.00	1	1,545,320.00	(1,529,070.00)	99
EXPENSE SUMMARY										
AIRPORT	13,802.48	142,095.02	128,292.54	13,802.48	142,095.02	128,292.54	1	1,641,308.00	(1,627,505.52)	99
TOTAL EXPENSE	13,802.48	142,095.02	128,292.54	13,802.48	142,095.02	128,292.54	1	1,641,308.00	1,627,505.52	99
REVENUE OVER/(UNDER) EXPENDITURE	2,447.52	(133,080.02)	135,527.54	2,447.52	(133,080.02)	135,527.54		(95,988.00)	(3,156,575.52)	

Budget Variance Report

Fund: 05 - STORM WATER DRAINAGE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
LICENSES AND PERMITS	0.00	2,083.33	(2,083.33)	0.00	2,083.33	(2,083.33)	0	25,000.00	(25,000.00)	100
INTERGOVERNMENTAL	0.00	69,072.75	(69,072.75)	0.00	69,072.75	(69,072.75)	0	828,873.00	(828,873.00)	100
CHARGES FOR SERVICES	81,746.38	72,466.16	9,280.22	81,746.38	72,466.16	9,280.22	9	869,594.00	(787,847.62)	91
OTHER REVENUE	5.02	12.66	(7.64)	5.02	12.66	(7.64)	3	152.00	(146.98)	97
TOTAL REVENUE	81,751.40	143,634.90	(61,883.50)	81,751.40	143,634.90	(61,883.50)	5	1,723,619.00	(1,641,867.60)	95
<u>EXPENSE SUMMARY</u>										
STORM WATER DRAINAGE	2,654.40	114,240.15	111,585.75	2,654.40	114,240.15	111,585.75	0	2,115,412.00	(2,112,757.60)	100
TOTAL EXPENSE	2,654.40	114,240.15	111,585.75	2,654.40	114,240.15	111,585.75	0	2,115,412.00	2,112,757.60	100
REVENUE OVER/(UNDER) EXPENDITURE	79,097.00	29,394.75	49,702.25	79,097.00	29,394.75	49,702.25		(391,793.00)	(3,754,625.20)	

Budget Variance Report

Fund: 07 - HOTEL OCCUPANCY TAX FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0	584,261.00	(584,261.00)	100
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	833.33	(833.33)	0.00	833.33	(833.33)	0	69,600.00	(69,600.00)	100
OTHER REVENUE	15.52	46.91	(31.39)	15.52	46.91	(31.39)	9	181.00	(165.48)	91
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	15.52	880.24	(864.72)	15.52	880.24	(864.72)	0	654,042.00	(654,026.48)	100
<u>EXPENSE SUMMARY</u>										
TOURISM	9,962.18	30,857.20	20,895.02	9,962.18	30,857.20	20,895.02	2	448,482.00	(438,519.82)	98
TOTAL EXPENSE	9,962.18	30,857.20	20,895.02	9,962.18	30,857.20	20,895.02	2	448,482.00	438,519.82	98
REVENUE OVER/(UNDER) EXPENDITURE	(9,946.66)	(29,976.96)	20,030.30	(9,946.66)	(29,976.96)	20,030.30		205,560.00	(1,092,546.30)	

Budget Variance Report

Fund: 08 - DEBT SERVICE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	18,021.70	12,379.98	5,641.72	18,021.70	12,379.98	5,641.72	7	271,045.00	(253,023.30)	93
OTHER REVENUE	1.15	2.74	(1.59)	1.15	2.74	(1.59)	5	21.00	(19.85)	95
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	343,650.00	(343,650.00)	100
TOTAL REVENUE	18,022.85	12,382.72	5,640.13	18,022.85	12,382.72	5,640.13	3	614,716.00	(596,693.15)	97
<u>EXPENSE SUMMARY</u>										
DEBT SERVICE	0.00	24.99	24.99	0.00	24.99	24.99	0	613,400.00	(613,400.00)	100
TOTAL EXPENSE	0.00	24.99	24.99	0.00	24.99	24.99	0	613,400.00	613,400.00	100
REVENUE OVER/(UNDER) EXPENDITURE	18,022.85	12,357.73	5,665.12	18,022.85	12,357.73	5,665.12		1,316.00	(1,210,093.15)	

Budget Variance Report

Fund: 10 - CAPITAL PROJECTS FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	0.00	416.66	(416.66)	0.00	416.66	(416.66)	0	5,000.00	(5,000.00)	100
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	744.58	(744.58)	0.00	744.58	(744.58)	0	8,935.00	(8,935.00)	100
OTHER REVENUE	291.24	94.60	196.64	291.24	94.60	196.64	74	392.00	(100.76)	26
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	1,234,069.00	(1,234,069.00)	100
TOTAL REVENUE	291.24	1,255.84	(964.60)	291.24	1,255.84	(964.60)	0	1,248,396.00	(1,248,104.76)	100
EXPENSE SUMMARY										
STREET MAINTENANCE	0.00	859,114.07	859,114.07	0.00	859,114.07	859,114.07	0	10,309,369.00	(10,309,369.00)	100
PARKS & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	0.00	859,114.07	859,114.07	0.00	859,114.07	859,114.07	0	10,309,369.00	10,309,369.00	100
REVENUE OVER/(UNDER) EXPENDITURE	291.24	(857,858.23)	858,149.47	291.24	(857,858.23)	858,149.47		(9,060,973.00)	(11,557,473.76)	

Budget Variance Report

Fund: 11 - CHILD SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
FINES AND FORFEITURES	379.08	811.40	(432.32)	379.08	811.40	(432.32)	15	2,500.00	(2,120.92)	85
OTHER REVENUE	0.14	0.65	(0.51)	0.14	0.65	(0.51)	5	3.00	(2.86)	95
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	379.22	812.05	(432.83)	379.22	812.05	(432.83)	15	2,503.00	(2,123.78)	85
<u>EXPENSE SUMMARY</u>										
CHILD SAFETY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
REVENUE OVER/(UNDER) EXPENDITURE	379.22	812.05	(432.83)	379.22	812.05	(432.83)		2,503.00	(2,123.78)	

Budget Variance Report

Fund: 12 - COURT TECHNOLOGY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
FINES AND FORFEITURES	780.31	572.47	207.84	780.31	572.47	207.84	18	4,450.00	(3,669.69)	82
OTHER REVENUE	0.31	1.35	(1.04)	0.31	1.35	(1.04)	4	7.00	(6.69)	96
TOTAL REVENUE	780.62	573.82	206.80	780.62	573.82	206.80	18	4,457.00	(3,676.38)	82
EXPENSE SUMMARY										
COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
REVENUE OVER/(UNDER) EXPENDITURE	780.62	573.82	206.80	780.62	573.82	206.80		4,457.00	(3,676.38)	

Budget Variance Report

Fund: 13 - PUBLIC SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
FINES AND FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	3,200.00	(3,200.00)	100
OTHER REVENUE	1.85	4.89	(3.04)	1.85	4.89	(3.04)	9	21.00	(19.15)	91
TOTAL REVENUE	1.85	4.89	(3.04)	1.85	4.89	(3.04)	0	3,221.00	(3,219.15)	100
<u>EXPENSE SUMMARY</u>										
PUBLIC SAFETY	0.00	1,144.99	1,144.99	0.00	1,144.99	1,144.99	0	13,740.00	(13,740.00)	100
TOTAL EXPENSE	0.00	1,144.99	1,144.99	0.00	1,144.99	1,144.99	0	13,740.00	13,740.00	100
REVENUE OVER/(UNDER) EXPENDITURE	1.85	(1,140.10)	1,141.95	1.85	(1,140.10)	1,141.95		(10,519.00)	(16,959.15)	

Budget Variance Report

Fund: 20 - TAX INCREMENT FINANCING FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0	17,127.00	(17,127.00)	100
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	326,523.00	(326,523.00)	100
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0	343,650.00	(343,650.00)	100
<u>EXPENSE SUMMARY</u>										
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00	0.00	0.00	0	343,650.00	(343,650.00)	100
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0	343,650.00	343,650.00	100
REVENUE OVER/(UNDER) EXPENDITURE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	(687,300.00)	

Budget Variance Report

Fund: 79 - SEDA

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	57,964.85	50,860.41	7,104.44	57,964.85	50,860.41	7,104.44	10	608,487.00	(550,522.15)	90
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
OTHER REVENUE	31.59	97.34	(65.75)	31.59	97.34	(65.75)	7	447.00	(415.41)	93
TOTAL REVENUE	57,996.44	50,957.75	7,038.69	57,996.44	50,957.75	7,038.69	10	608,934.00	(550,937.56)	90
<u>EXPENSE SUMMARY</u>										
SEDA	20,633.97	53,412.40	32,778.43	20,633.97	53,412.40	32,778.43	3	608,500.00	(587,866.03)	97
TOTAL EXPENSE	20,633.97	53,412.40	32,778.43	20,633.97	53,412.40	32,778.43	3	608,500.00	587,866.03	97
REVENUE OVER/(UNDER) EXPENDITURE	37,362.47	(2,454.65)	39,817.12	37,362.47	(2,454.65)	39,817.12		434.00	(1,138,803.59)	



Prior-Year Comparative Income Statement

Item 30.

Group Summary

For the Period Ending 10/31/2021

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 01 - GENERAL FUND								
Revenue								
40 - TAXES	959,526.08	1,147,846.03	188,319.95	19.63%	959,526.08	1,147,846.03	188,319.95	19.63%
41 - LICENSES AND PERMITS	16,626.49	14,746.18	-1,880.31	-11.31%	16,626.49	14,746.18	-1,880.31	-11.31%
42 - FINES AND FORFEITURES	15,096.39	22,527.61	7,431.22	49.23%	15,096.39	22,527.61	7,431.22	49.23%
43 - INTERGOVERNMENTAL	1,156.24	300.00	-856.24	-74.05%	1,156.24	300.00	-856.24	-74.05%
44 - CHARGES FOR SERVICES	51,561.89	82,441.29	30,879.40	59.89%	51,561.89	82,441.29	30,879.40	59.89%
45 - OTHER REVENUE	-1,307.94	39,854.18	41,162.12	3,147.10%	-1,307.94	39,854.18	41,162.12	3,147.10%
Revenue Total:	1,042,659.15	1,307,715.29	265,056.14	25.42%	1,042,659.15	1,307,715.29	265,056.14	25.42%
Expense								
Department: 101 - CITY COUNCIL								
51 - PERSONNEL	886.36	694.01	192.35	21.70%	886.36	694.01	192.35	21.70%
52 - CONTRACTUAL	12,347.25	5,718.27	6,628.98	53.69%	12,347.25	5,718.27	6,628.98	53.69%
53 - GENERAL SERVICES	37.36	0.00	37.36	100.00%	37.36	0.00	37.36	100.00%
Department 101 - CITY COUNCIL Total:	13,270.97	6,412.28	6,858.69	51.68%	13,270.97	6,412.28	6,858.69	51.68%
Department: 102 - CITY MANAGER								
51 - PERSONNEL	25,710.88	23,883.98	1,826.90	7.11%	25,710.88	23,883.98	1,826.90	7.11%
52 - CONTRACTUAL	2,233.62	4,433.79	-2,200.17	-98.50%	2,233.62	4,433.79	-2,200.17	-98.50%
53 - GENERAL SERVICES	1,497.89	30.68	1,467.21	97.95%	1,497.89	30.68	1,467.21	97.95%
Department 102 - CITY MANAGER Total:	29,442.39	28,348.45	1,093.94	3.72%	29,442.39	28,348.45	1,093.94	3.72%
Department: 103 - CITY SECRETARY								
51 - PERSONNEL	5,363.58	5,359.79	3.79	0.07%	5,363.58	5,359.79	3.79	0.07%
52 - CONTRACTUAL	5,364.76	5,484.12	-119.36	-2.22%	5,364.76	5,484.12	-119.36	-2.22%
53 - GENERAL SERVICES	66.12	309.37	-243.25	-367.89%	66.12	309.37	-243.25	-367.89%
54 - MACHINE & EQUIPMENT MAI	0.00	5,472.39	-5,472.39	0.00%	0.00	5,472.39	-5,472.39	0.00%
Department 103 - CITY SECRETARY Total:	10,794.46	16,625.67	-5,831.21	-54.02%	10,794.46	16,625.67	-5,831.21	-54.02%
Department: 104 - EMERGENCY MANAGEMENT								
52 - CONTRACTUAL	12,250.00	9,359.69	2,890.31	23.59%	12,250.00	9,359.69	2,890.31	23.59%
54 - MACHINE & EQUIPMENT MAI	1,545.00	0.00	1,545.00	100.00%	1,545.00	0.00	1,545.00	100.00%
Department 104 - EMERGENCY MANAGEMENT Total:	13,795.00	9,359.69	4,435.31	32.15%	13,795.00	9,359.69	4,435.31	32.15%
Department: 105 - MUNICIPAL BUILDING								
51 - PERSONNEL	945.77	1,415.90	-470.13	-49.71%	945.77	1,415.90	-470.13	-49.71%
52 - CONTRACTUAL	3,470.43	3,343.70	126.73	3.65%	3,470.43	3,343.70	126.73	3.65%
53 - GENERAL SERVICES	246.27	1,198.80	-952.53	-386.78%	246.27	1,198.80	-952.53	-386.78%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021	2021-2022	Oct. Variance		2020-2021	2021-2022	YTD Variance	
	Oct. Activity	Oct. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
54 - MACHINE & EQUIPMENT MAI	11,154.95	10,453.09	701.86	6.29%	11,154.95	10,453.09	701.86	6.29%
55 - CAPITAL OUTLAY	26.60	0.00	26.60	100.00%	26.60	0.00	26.60	100.00%
Department 105 - MUNICIPAL BUILDING Total:	15,844.02	16,411.49	-567.47	-3.58%	15,844.02	16,411.49	-567.47	-3.58%
Department: 106 - MUNICIPAL SERVICES CTR								
51 - PERSONNEL	2,448.39	3,344.88	-896.49	-36.62%	2,448.39	3,344.88	-896.49	-36.62%
52 - CONTRACTUAL	3,755.53	4,072.61	-317.08	-8.44%	3,755.53	4,072.61	-317.08	-8.44%
53 - GENERAL SERVICES	1,462.97	8,818.83	-7,355.86	-502.80%	1,462.97	8,818.83	-7,355.86	-502.80%
54 - MACHINE & EQUIPMENT MAI	213.00	219.00	-6.00	-2.82%	213.00	219.00	-6.00	-2.82%
Department 106 - MUNICIPAL SERVICES CTR Total:	7,879.89	16,455.32	-8,575.43	-108.83%	7,879.89	16,455.32	-8,575.43	-108.83%
Department: 107 - HUMAN RESOURCES								
51 - PERSONNEL	4,700.28	4,617.94	82.34	1.75%	4,700.28	4,617.94	82.34	1.75%
52 - CONTRACTUAL	10,143.06	3,021.92	7,121.14	70.21%	10,143.06	3,021.92	7,121.14	70.21%
53 - GENERAL SERVICES	605.41	39.45	565.96	93.48%	605.41	39.45	565.96	93.48%
54 - MACHINE & EQUIPMENT MAI	14,999.00	0.00	14,999.00	100.00%	14,999.00	0.00	14,999.00	100.00%
Department 107 - HUMAN RESOURCES Total:	30,447.75	7,679.31	22,768.44	74.78%	30,447.75	7,679.31	22,768.44	74.78%
Department: 108 - DOWNTOWN								
51 - PERSONNEL	71.00	3,085.34	-3,014.34	-4,245.55%	71.00	3,085.34	-3,014.34	-4,245.55%
52 - CONTRACTUAL	130.89	699.20	-568.31	-434.19%	130.89	699.20	-568.31	-434.19%
55 - CAPITAL OUTLAY	0.00	199.19	-199.19	0.00%	0.00	199.19	-199.19	0.00%
Department 108 - DOWNTOWN Total:	201.89	3,983.73	-3,781.84	-1,873.22%	201.89	3,983.73	-3,781.84	-1,873.22%
Department: 201 - FINANCE								
51 - PERSONNEL	21,649.41	20,852.37	797.04	3.68%	21,649.41	20,852.37	797.04	3.68%
52 - CONTRACTUAL	7,512.83	7,516.21	-3.38	-0.04%	7,512.83	7,516.21	-3.38	-0.04%
53 - GENERAL SERVICES	0.00	124.74	-124.74	0.00%	0.00	124.74	-124.74	0.00%
54 - MACHINE & EQUIPMENT MAI	240.90	0.00	240.90	100.00%	240.90	0.00	240.90	100.00%
56 - BANK CHARGES	100.00	0.00	100.00	100.00%	100.00	0.00	100.00	100.00%
Department 201 - FINANCE Total:	29,503.14	28,493.32	1,009.82	3.42%	29,503.14	28,493.32	1,009.82	3.42%
Department: 203 - INFORMATION TECHNOLOGY								
51 - PERSONNEL	13,022.10	12,194.30	827.80	6.36%	13,022.10	12,194.30	827.80	6.36%
52 - CONTRACTUAL	398.22	2,427.96	-2,029.74	-509.70%	398.22	2,427.96	-2,029.74	-509.70%
53 - GENERAL SERVICES	3.98	1,171.48	-1,167.50	-29,334.17%	3.98	1,171.48	-1,167.50	-29,334.17%
54 - MACHINE & EQUIPMENT MAI	1,519.81	3,569.94	-2,050.13	-134.89%	1,519.81	3,569.94	-2,050.13	-134.89%
55 - CAPITAL OUTLAY	0.00	19,454.60	-19,454.60	0.00%	0.00	19,454.60	-19,454.60	0.00%
Department 203 - INFORMATION TECHNOLOGY Total:	14,944.11	38,818.28	-23,874.17	-159.76%	14,944.11	38,818.28	-23,874.17	-159.76%
Department: 204 - TAX								
52 - CONTRACTUAL	41,345.52	40,235.12	1,110.40	2.69%	41,345.52	40,235.12	1,110.40	2.69%
Department 204 - TAX Total:	41,345.52	40,235.12	1,110.40	2.69%	41,345.52	40,235.12	1,110.40	2.69%
Department: 301 - LEGAL COUNSEL								
51 - PERSONNEL	4,965.46	5,564.11	-598.65	-12.06%	4,965.46	5,564.11	-598.65	-12.06%
52 - CONTRACTUAL	130.89	1,601.28	-1,470.39	-1,123.38%	130.89	1,601.28	-1,470.39	-1,123.38%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021	2021-2022	Oct. Variance	Variance %	2020-2021	2021-2022	YTD Variance	Variance %
	Oct. Activity	Oct. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
Department 301 - LEGAL COUNSEL Total:	5,096.35	7,165.39	-2,069.04	-40.60%	5,096.35	7,165.39	-2,069.04	-40.60%
Department: 302 - MUNICIPAL COURT								
51 - PERSONNEL	3,122.00	3,611.57	-489.57	-15.68%	3,122.00	3,611.57	-489.57	-15.68%
52 - CONTRACTUAL	2,680.89	3,826.11	-1,145.22	-42.72%	2,680.89	3,826.11	-1,145.22	-42.72%
53 - GENERAL SERVICES	376.01	362.89	13.12	3.49%	376.01	362.89	13.12	3.49%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Department 302 - MUNICIPAL COURT Total:	6,178.90	7,800.57	-1,621.67	-26.25%	6,178.90	7,800.57	-1,621.67	-26.25%
Department: 402 - STREET MAINTENANCE								
51 - PERSONNEL	36,196.90	28,602.40	7,594.50	20.98%	36,196.90	28,602.40	7,594.50	20.98%
52 - CONTRACTUAL	8,854.08	10,604.96	-1,750.88	-19.77%	8,854.08	10,604.96	-1,750.88	-19.77%
53 - GENERAL SERVICES	595.98	563.09	32.89	5.52%	595.98	563.09	32.89	5.52%
54 - MACHINE & EQUIPMENT MAI	7,774.51	21,522.46	-13,747.95	-176.83%	7,774.51	21,522.46	-13,747.95	-176.83%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Department 402 - STREET MAINTENANCE Total:	53,421.47	61,292.91	-7,871.44	-14.73%	53,421.47	61,292.91	-7,871.44	-14.73%
Department: 501 - PARKS & RECREATION								
51 - PERSONNEL	67,565.41	55,179.60	12,385.81	18.33%	67,565.41	55,179.60	12,385.81	18.33%
52 - CONTRACTUAL	27,491.13	22,411.02	5,080.11	18.48%	27,491.13	22,411.02	5,080.11	18.48%
53 - GENERAL SERVICES	3,467.54	10,539.55	-7,072.01	-203.95%	3,467.54	10,539.55	-7,072.01	-203.95%
54 - MACHINE & EQUIPMENT MAI	7,075.77	2,422.00	4,653.77	65.77%	7,075.77	2,422.00	4,653.77	65.77%
55 - CAPITAL OUTLAY	4,817.55	12,904.00	-8,086.45	-167.85%	4,817.55	12,904.00	-8,086.45	-167.85%
56 - BANK CHARGES	0.00	1.08	-1.08	0.00%	0.00	1.08	-1.08	0.00%
Department 501 - PARKS & RECREATION Total:	110,417.40	103,457.25	6,960.15	6.30%	110,417.40	103,457.25	6,960.15	6.30%
Department: 504 - LIBRARY								
51 - PERSONNEL	11,742.02	10,881.11	860.91	7.33%	11,742.02	10,881.11	860.91	7.33%
52 - CONTRACTUAL	1,999.70	2,186.69	-186.99	-9.35%	1,999.70	2,186.69	-186.99	-9.35%
53 - GENERAL SERVICES	629.98	232.79	397.19	63.05%	629.98	232.79	397.19	63.05%
54 - MACHINE & EQUIPMENT MAI	0.00	138.09	-138.09	0.00%	0.00	138.09	-138.09	0.00%
Department 504 - LIBRARY Total:	14,371.70	13,438.68	933.02	6.49%	14,371.70	13,438.68	933.02	6.49%
Department: 506 - SENIOR CENTER								
51 - PERSONNEL	5,134.99	5,227.16	-92.17	-1.79%	5,134.99	5,227.16	-92.17	-1.79%
52 - CONTRACTUAL	2,260.68	4,778.16	-2,517.48	-111.36%	2,260.68	4,778.16	-2,517.48	-111.36%
53 - GENERAL SERVICES	1,147.37	177.57	969.80	84.52%	1,147.37	177.57	969.80	84.52%
54 - MACHINE & EQUIPMENT MAI	0.00	201.43	-201.43	0.00%	0.00	201.43	-201.43	0.00%
Department 506 - SENIOR CENTER Total:	8,543.04	10,384.32	-1,841.28	-21.55%	8,543.04	10,384.32	-1,841.28	-21.55%
Department: 507 - AQUATIC CENTER								
51 - PERSONNEL	1,892.00	1,720.17	171.83	9.08%	1,892.00	1,720.17	171.83	9.08%
52 - CONTRACTUAL	3,895.70	4,708.76	-813.06	-20.87%	3,895.70	4,708.76	-813.06	-20.87%
53 - GENERAL SERVICES	34.00	1,742.50	-1,708.50	-5,025.00%	34.00	1,742.50	-1,708.50	-5,025.00%
54 - MACHINE & EQUIPMENT MAI	620.00	10.00	610.00	98.39%	620.00	10.00	610.00	98.39%
Department 507 - AQUATIC CENTER Total:	6,441.70	8,181.43	-1,739.73	-27.01%	6,441.70	8,181.43	-1,739.73	-27.01%

Prior-Year Comparative Income Statement

For the Period Ending 10

Item 30.

Categor...					For the Period Ending 10			
	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Department: 601 - FIRE DEPARTMENT								
51 - PERSONNEL	215,621.01	222,446.51	-6,825.50	-3.17%	215,621.01	222,446.51	-6,825.50	-3.17%
52 - CONTRACTUAL	31,354.78	31,080.67	274.11	0.87%	31,354.78	31,080.67	274.11	0.87%
53 - GENERAL SERVICES	12,494.77	6,072.17	6,422.60	51.40%	12,494.77	6,072.17	6,422.60	51.40%
54 - MACHINE & EQUIPMENT MAI	6,480.98	3,568.64	2,912.34	44.94%	6,480.98	3,568.64	2,912.34	44.94%
55 - CAPITAL OUTLAY	-19,009.12	20,000.00	-39,009.12	-205.21%	-19,009.12	20,000.00	-39,009.12	-205.21%
57 - DEBT SERVICE	94,188.10	0.00	94,188.10	100.00%	94,188.10	0.00	94,188.10	100.00%
Department 601 - FIRE DEPARTMENT Total:	341,130.52	283,167.99	57,962.53	16.99%	341,130.52	283,167.99	57,962.53	16.99%
Department: 701 - POLICE DEPARTMENT								
51 - PERSONNEL	340,935.00	281,063.58	59,871.42	17.56%	340,935.00	281,063.58	59,871.42	17.56%
52 - CONTRACTUAL	346,335.17	85,918.18	260,416.99	75.19%	346,335.17	85,918.18	260,416.99	75.19%
53 - GENERAL SERVICES	19,685.97	7,467.52	12,218.45	62.07%	19,685.97	7,467.52	12,218.45	62.07%
54 - MACHINE & EQUIPMENT MAI	48,119.35	7,561.42	40,557.93	84.29%	48,119.35	7,561.42	40,557.93	84.29%
55 - CAPITAL OUTLAY	67,562.00	0.00	67,562.00	100.00%	67,562.00	0.00	67,562.00	100.00%
Department 701 - POLICE DEPARTMENT Total:	822,637.49	382,010.70	440,626.79	53.56%	822,637.49	382,010.70	440,626.79	53.56%
Department: 801 - DEVELOPMENT SERVICES								
51 - PERSONNEL	24,899.33	19,963.97	4,935.36	19.82%	24,899.33	19,963.97	4,935.36	19.82%
52 - CONTRACTUAL	3,169.13	6,534.36	-3,365.23	-106.19%	3,169.13	6,534.36	-3,365.23	-106.19%
53 - GENERAL SERVICES	756.73	245.53	511.20	67.55%	756.73	245.53	511.20	67.55%
54 - MACHINE & EQUIPMENT MAI	4,672.08	3,810.00	862.08	18.45%	4,672.08	3,810.00	862.08	18.45%
Department 801 - DEVELOPMENT SERVICES Total:	33,497.27	30,553.86	2,943.41	8.79%	33,497.27	30,553.86	2,943.41	8.79%
Expense Total:	1,609,204.98	1,120,275.76	488,929.22	30.38%	1,609,204.98	1,120,275.76	488,929.22	30.38%
Total Revenues	1,042,659.15	1,307,715.29	265,056.14	25.42%	1,042,659.15	1,307,715.29	265,056.14	25.42%
Fund 01 Surplus (Deficit):	-566,545.83	187,439.53	753,985.36	133.08%	-566,545.83	187,439.53	753,985.36	133.08%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 02 - WATER AND WASTEWATER FUND								
Revenue								
44 - CHARGES FOR SERVICES	742,647.69	942,245.91	199,598.22	26.88%	742,647.69	942,245.91	199,598.22	26.88%
45 - OTHER REVENUE	2,735.37	-97.67	-2,833.04	-103.57%	2,735.37	-97.67	-2,833.04	-103.57%
Revenue Total:	745,383.06	942,148.24	196,765.18	26.40%	745,383.06	942,148.24	196,765.18	26.40%
Expense								
Department: 000 - UTILITIES ADMINISTRATION								
51 - PERSONNEL	20,211.86	26,262.78	-6,050.92	-29.94%	20,211.86	26,262.78	-6,050.92	-29.94%
52 - CONTRACTUAL	1,375.45	2,247.47	-872.02	-63.40%	1,375.45	2,247.47	-872.02	-63.40%
53 - GENERAL SERVICES	3,686.05	0.00	3,686.05	100.00%	3,686.05	0.00	3,686.05	100.00%
Department 000 - UTILITIES ADMINISTRATION Total:	25,273.36	28,510.25	-3,236.89	-12.81%	25,273.36	28,510.25	-3,236.89	-12.81%
Department: 001 - WATER PRODUCTION								
51 - PERSONNEL	16,351.93	16,765.66	-413.73	-2.53%	16,351.93	16,765.66	-413.73	-2.53%
52 - CONTRACTUAL	27,509.28	192,645.34	-165,136.06	-600.29%	27,509.28	192,645.34	-165,136.06	-600.29%
53 - GENERAL SERVICES	363.62	179.90	183.72	50.53%	363.62	179.90	183.72	50.53%
54 - MACHINE & EQUIPMENT MAI	1,427.67	3,838.21	-2,410.54	-168.84%	1,427.67	3,838.21	-2,410.54	-168.84%
Department 001 - WATER PRODUCTION Total:	45,652.50	213,429.11	-167,776.61	-367.51%	45,652.50	213,429.11	-167,776.61	-367.51%
Department: 002 - WATER DISTRIBUTION								
51 - PERSONNEL	16,825.59	10,312.74	6,512.85	38.71%	16,825.59	10,312.74	6,512.85	38.71%
52 - CONTRACTUAL	2,831.65	2,560.54	271.11	9.57%	2,831.65	2,560.54	271.11	9.57%
53 - GENERAL SERVICES	1,240.00	5,140.09	-3,900.09	-314.52%	1,240.00	5,140.09	-3,900.09	-314.52%
54 - MACHINE & EQUIPMENT MAI	2,620.58	3,201.85	-581.27	-22.18%	2,620.58	3,201.85	-581.27	-22.18%
55 - CAPITAL OUTLAY	6,555.00	0.00	6,555.00	100.00%	6,555.00	0.00	6,555.00	100.00%
Department 002 - WATER DISTRIBUTION Total:	30,072.82	21,215.22	8,857.60	29.45%	30,072.82	21,215.22	8,857.60	29.45%
Department: 003 - CUSTOMER SERVICE								
51 - PERSONNEL	14,272.20	12,193.28	2,078.92	14.57%	14,272.20	12,193.28	2,078.92	14.57%
52 - CONTRACTUAL	1,507.53	2,693.43	-1,185.90	-78.67%	1,507.53	2,693.43	-1,185.90	-78.67%
53 - GENERAL SERVICES	411.71	144.73	266.98	64.85%	411.71	144.73	266.98	64.85%
54 - MACHINE & EQUIPMENT MAI	27,166.65	2,866.11	24,300.54	89.45%	27,166.65	2,866.11	24,300.54	89.45%
Department 003 - CUSTOMER SERVICE Total:	43,358.09	17,897.55	25,460.54	58.72%	43,358.09	17,897.55	25,460.54	58.72%
Department: 011 - WASTEWATER COLLECTION								
51 - PERSONNEL	18,502.75	16,214.49	2,288.26	12.37%	18,502.75	16,214.49	2,288.26	12.37%
52 - CONTRACTUAL	3,706.97	3,943.90	-236.93	-6.39%	3,706.97	3,943.90	-236.93	-6.39%
53 - GENERAL SERVICES	344.66	212.88	131.78	38.23%	344.66	212.88	131.78	38.23%
54 - MACHINE & EQUIPMENT MAI	5,885.93	4,777.69	1,108.24	18.83%	5,885.93	4,777.69	1,108.24	18.83%
55 - CAPITAL OUTLAY	-173,963.83	0.00	-173,963.83	-100.00%	-173,963.83	0.00	-173,963.83	-100.00%
Department 011 - WASTEWATER COLLECTION Total:	-145,523.52	25,148.96	-170,672.48	-117.28%	-145,523.52	25,148.96	-170,672.48	-117.28%
Department: 012 - WASTEWATER TREATMENT								
52 - CONTRACTUAL	94,800.53	98,070.11	-3,269.58	-3.45%	94,800.53	98,070.11	-3,269.58	-3.45%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021	2021-2022	Oct. Variance	Variance %	2020-2021	2021-2022	YTD Variance	Variance %
	Oct. Activity	Oct. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
54 - MACHINE & EQUIPMENT MAI	0.00	897.22	-897.22	0.00%	0.00	897.22	-897.22	0.00%
Department 012 - WASTEWATER TREATMENT Total:	94,800.53	98,967.33	-4,166.80	-4.40%	94,800.53	98,967.33	-4,166.80	-4.40%
Department: 020 - BILLING & COLLECTION								
51 - PERSONNEL	7,334.71	4,475.33	2,859.38	38.98%	7,334.71	4,475.33	2,859.38	38.98%
52 - CONTRACTUAL	6,330.97	6,239.83	91.14	1.44%	6,330.97	6,239.83	91.14	1.44%
53 - GENERAL SERVICES	6,006.71	10,420.31	-4,413.60	-73.48%	6,006.71	10,420.31	-4,413.60	-73.48%
54 - MACHINE & EQUIPMENT MAI	3,838.59	265.00	3,573.59	93.10%	3,838.59	265.00	3,573.59	93.10%
Department 020 - BILLING & COLLECTION Total:	23,510.98	21,400.47	2,110.51	8.98%	23,510.98	21,400.47	2,110.51	8.98%
Department: 901 - NON-DEPARTMENTAL								
56 - BANK CHARGES	0.00	1.74	-1.74	0.00%	0.00	1.74	-1.74	0.00%
59 - TRANSFER	39,325.32	64,645.04	-25,319.72	-64.39%	39,325.32	64,645.04	-25,319.72	-64.39%
Department 901 - NON-DEPARTMENTAL Total:	39,325.32	64,646.78	-25,321.46	-64.39%	39,325.32	64,646.78	-25,321.46	-64.39%
Expense Total:	156,470.08	491,215.67	-334,745.59	-213.94%	156,470.08	491,215.67	-334,745.59	-213.94%
Total Revenues	745,383.06	942,148.24	196,765.18	26.40%	745,383.06	942,148.24	196,765.18	26.40%
Fund 02 Surplus (Deficit):	588,912.98	450,932.57	-137,980.41	-23.43%	588,912.98	450,932.57	-137,980.41	-23.43%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 03 - SANITARY LANDFILL FUND								
Revenue								
44 - CHARGES FOR SERVICES	82,748.15	89,469.00	6,720.85	8.12%	82,748.15	89,469.00	6,720.85	8.12%
45 - OTHER REVENUE	578.94	42.74	-536.20	-92.62%	578.94	42.74	-536.20	-92.62%
Revenue Total:	83,327.09	89,511.74	6,184.65	7.42%	83,327.09	89,511.74	6,184.65	7.42%
Expense								
Department: 030 - LANDFILL								
51 - PERSONNEL	22,020.95	18,802.36	3,218.59	14.62%	22,020.95	18,802.36	3,218.59	14.62%
52 - CONTRACTUAL	15,040.60	20,979.33	-5,938.73	-39.48%	15,040.60	20,979.33	-5,938.73	-39.48%
53 - GENERAL SERVICES	3,751.59	6,077.79	-2,326.20	-62.01%	3,751.59	6,077.79	-2,326.20	-62.01%
54 - MACHINE & EQUIPMENT MAI	33,463.47	111.21	33,352.26	99.67%	33,463.47	111.21	33,352.26	99.67%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Department 030 - LANDFILL Total:	74,276.61	45,970.69	28,305.92	38.11%	74,276.61	45,970.69	28,305.92	38.11%
Expense Total:	74,276.61	45,970.69	28,305.92	38.11%	74,276.61	45,970.69	28,305.92	38.11%
Total Revenues	83,327.09	89,511.74	6,184.65	7.42%	83,327.09	89,511.74	6,184.65	7.42%
Fund 03 Surplus (Deficit):	9,050.48	43,541.05	34,490.57	381.09%	9,050.48	43,541.05	34,490.57	381.09%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 04 - AIRPORT FUND								
Revenue								
44 - CHARGES FOR SERVICES	8,865.00	16,250.00	7,385.00	83.31%	8,865.00	16,250.00	7,385.00	83.31%
Revenue Total:	8,865.00	16,250.00	7,385.00	83.31%	8,865.00	16,250.00	7,385.00	83.31%
Expense								
Department: 040 - AIRPORT								
51 - PERSONNEL	316.68	39.93	276.75	87.39%	316.68	39.93	276.75	87.39%
52 - CONTRACTUAL	6,266.66	7,476.67	-1,210.01	-19.31%	6,266.66	7,476.67	-1,210.01	-19.31%
54 - MACHINE & EQUIPMENT MAI	637.36	6,285.88	-5,648.52	-886.24%	637.36	6,285.88	-5,648.52	-886.24%
Department 040 - AIRPORT Total:	7,220.70	13,802.48	-6,581.78	-91.15%	7,220.70	13,802.48	-6,581.78	-91.15%
Expense Total:	7,220.70	13,802.48	-6,581.78	-91.15%	7,220.70	13,802.48	-6,581.78	-91.15%
Total Revenues	8,865.00	16,250.00	7,385.00	83.31%	8,865.00	16,250.00	7,385.00	83.31%
Fund 04 Surplus (Deficit):	1,644.30	2,447.52	803.22	48.85%	1,644.30	2,447.52	803.22	48.85%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 05 - STORM WATER DRAINAGE FUND								
Revenue								
44 - CHARGES FOR SERVICES	54,022.50	81,746.38	27,723.88	51.32%	54,022.50	81,746.38	27,723.88	51.32%
45 - OTHER REVENUE	100.69	5.02	-95.67	-95.01%	100.69	5.02	-95.67	-95.01%
Revenue Total:	54,123.19	81,751.40	27,628.21	51.05%	54,123.19	81,751.40	27,628.21	51.05%
Expense								
Department: 050 - STORM WATER DRAINAGE								
52 - CONTRACTUAL	624.06	2,654.40	-2,030.34	-325.34%	624.06	2,654.40	-2,030.34	-325.34%
Department 050 - STORM WATER DRAINAGE Total:	624.06	2,654.40	-2,030.34	-325.34%	624.06	2,654.40	-2,030.34	-325.34%
Expense Total:	624.06	2,654.40	-2,030.34	-325.34%	624.06	2,654.40	-2,030.34	-325.34%
Total Revenues	54,123.19	81,751.40	27,628.21	51.05%	54,123.19	81,751.40	27,628.21	51.05%
Fund 05 Surplus (Deficit):	53,499.13	79,097.00	25,597.87	47.85%	53,499.13	79,097.00	25,597.87	47.85%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 07 - HOTEL OCCUPANCY TAX FUND								
Revenue								
45 - OTHER REVENUE	39.55	15.52	-24.03	-60.76%	39.55	15.52	-24.03	-60.76%
Revenue Total:	39.55	15.52	-24.03	-60.76%	39.55	15.52	-24.03	-60.76%
Expense								
Department: 070 - TOURISM								
51 - PERSONNEL	5,630.61	4,521.13	1,109.48	19.70%	5,630.61	4,521.13	1,109.48	19.70%
52 - CONTRACTUAL	81,006.20	2,832.83	78,173.37	96.50%	81,006.20	2,832.83	78,173.37	96.50%
53 - GENERAL SERVICES	425.00	0.00	425.00	100.00%	425.00	0.00	425.00	100.00%
58 - GRANT DISBURSEMENTS	3,028.35	2,608.22	420.13	13.87%	3,028.35	2,608.22	420.13	13.87%
Department 070 - TOURISM Total:	90,090.16	9,962.18	80,127.98	88.94%	90,090.16	9,962.18	80,127.98	88.94%
Expense Total:	90,090.16	9,962.18	80,127.98	88.94%	90,090.16	9,962.18	80,127.98	88.94%
Total Revenues	39.55	15.52	-24.03	-60.76%	39.55	15.52	-24.03	-60.76%
Fund 07 Surplus (Deficit):	-90,050.61	-9,946.66	80,103.95	88.95%	-90,050.61	-9,946.66	80,103.95	88.95%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 08 - DEBT SERVICE FUND								
Revenue								
40 - TAXES	13,874.23	18,021.70	4,147.47	29.89%	13,874.23	18,021.70	4,147.47	29.89%
45 - OTHER REVENUE	11.30	1.15	-10.15	-89.82%	11.30	1.15	-10.15	-89.82%
Revenue Total:	13,885.53	18,022.85	4,137.32	29.80%	13,885.53	18,022.85	4,137.32	29.80%
Total Revenues	13,885.53	18,022.85	4,137.32	29.80%	13,885.53	18,022.85	4,137.32	29.80%
Fund 08 Total:	13,885.53	18,022.85	4,137.32	29.80%	13,885.53	18,022.85	4,137.32	29.80%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 10 - CAPITAL PROJECTS FUND								
Revenue								
45 - OTHER REVENUE	1,555.25	291.24	-1,264.01	-81.27%	1,555.25	291.24	-1,264.01	-81.27%
Revenue Total:	1,555.25	291.24	-1,264.01	-81.27%	1,555.25	291.24	-1,264.01	-81.27%
Expense								
Department: 402 - STREET MAINTENANCE								
55 - CAPITAL OUTLAY	24,485.83	0.00	24,485.83	100.00%	24,485.83	0.00	24,485.83	100.00%
Department 402 - STREET MAINTENANCE Total:	24,485.83	0.00	24,485.83	100.00%	24,485.83	0.00	24,485.83	100.00%
Expense Total:	24,485.83	0.00	24,485.83	100.00%	24,485.83	0.00	24,485.83	100.00%
Total Revenues	1,555.25	291.24	-1,264.01	-81.27%	1,555.25	291.24	-1,264.01	-81.27%
Fund 10 Surplus (Deficit):	-22,930.58	291.24	23,221.82	101.27%	-22,930.58	291.24	23,221.82	101.27%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 11 - CHILD SAFETY FUND								
Revenue								
42 - FINES AND FORFEITURES	615.74	379.08	-236.66	-38.44%	615.74	379.08	-236.66	-38.44%
45 - OTHER REVENUE	0.31	0.14	-0.17	-54.84%	0.31	0.14	-0.17	-54.84%
Revenue Total:	616.05	379.22	-236.83	-38.44%	616.05	379.22	-236.83	-38.44%
Total Revenues	616.05	379.22	-236.83	-38.44%	616.05	379.22	-236.83	-38.44%
Fund 11 Total:	616.05	379.22	-236.83	-38.44%	616.05	379.22	-236.83	-38.44%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 12 - COURT TECHNOLOGY FUND								
Revenue								
42 - FINES AND FORFEITURES	548.87	780.31	231.44	42.17%	548.87	780.31	231.44	42.17%
45 - OTHER REVENUE	0.62	0.31	-0.31	-50.00%	0.62	0.31	-0.31	-50.00%
Revenue Total:	549.49	780.62	231.13	42.06%	549.49	780.62	231.13	42.06%
Total Revenues	549.49	780.62	231.13	42.06%	549.49	780.62	231.13	42.06%
Fund 12 Total:	549.49	780.62	231.13	42.06%	549.49	780.62	231.13	42.06%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021	2021-2022	Oct. Variance		2020-2021	2021-2022	YTD Variance	
	Oct. Activity	Oct. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 13 - PUBLIC SAFETY FUND								
Revenue								
45 - OTHER REVENUE	8.14	1.85	-6.29	-77.27%	8.14	1.85	-6.29	-77.27%
Revenue Total:	8.14	1.85	-6.29	-77.27%	8.14	1.85	-6.29	-77.27%
Total Revenues	8.14	1.85	-6.29	-77.27%	8.14	1.85	-6.29	-77.27%
Fund 13 Total:	8.14	1.85	-6.29	-77.27%	8.14	1.85	-6.29	-77.27%

Prior-Year Comparative Income Statement

For the Period Ending 10 Item 30.

Categor...	2020-2021 Oct. Activity	2021-2022 Oct. Activity	Oct. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 79 - SEDA								
Revenue								
40 - TAXES	52,449.24	57,964.85	5,515.61	10.52%	52,449.24	57,964.85	5,515.61	10.52%
45 - OTHER REVENUE	101.23	31.59	-69.64	-68.79%	101.23	31.59	-69.64	-68.79%
Revenue Total:	52,550.47	57,996.44	5,445.97	10.36%	52,550.47	57,996.44	5,445.97	10.36%
Expense								
Department: 790 - SEDA								
51 - PERSONNEL	16,118.49	15,205.12	913.37	5.67%	16,118.49	15,205.12	913.37	5.67%
52 - CONTRACTUAL	21,546.59	4,167.34	17,379.25	80.66%	21,546.59	4,167.34	17,379.25	80.66%
53 - GENERAL SERVICES	15.99	104.20	-88.21	-551.66%	15.99	104.20	-88.21	-551.66%
56 - BANK CHARGES	0.00	32.31	-32.31	0.00%	0.00	32.31	-32.31	0.00%
58 - GRANT DISBURSEMENTS	0.00	1,125.00	-1,125.00	0.00%	0.00	1,125.00	-1,125.00	0.00%
Department 790 - SEDA Total:	37,681.07	20,633.97	17,047.10	45.24%	37,681.07	20,633.97	17,047.10	45.24%
Expense Total:	37,681.07	20,633.97	17,047.10	45.24%	37,681.07	20,633.97	17,047.10	45.24%
Total Revenues	52,550.47	57,996.44	5,445.97	10.36%	52,550.47	57,996.44	5,445.97	10.36%
Fund 79 Surplus (Deficit):	14,869.40	37,362.47	22,493.07	151.27%	14,869.40	37,362.47	22,493.07	151.27%
Total Surplus (Deficit):	3,508.48	810,349.26	806,840.78	22,996.88%	3,508.48	810,349.26	806,840.78	22,996.88%

Fund Summary

Fund	2020-2021		2021-2022		Oct. Variance		YTD Variance	
	Oct. Activity	Oct. Activity	Oct. Activity	Oct. Activity	Favorable / (Unfavorable)	Variance %	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	-566,545.83	187,439.53	753,985.36	133.08%	-566,545.83	187,439.53	753,985.36	133.08%
02 - WATER AND WASTEWATE...	588,912.98	450,932.57	-137,980.41	-23.43%	588,912.98	450,932.57	-137,980.41	-23.43%
03 - SANITARY LANDFILL FUND	9,050.48	43,541.05	34,490.57	381.09%	9,050.48	43,541.05	34,490.57	381.09%
04 - AIRPORT FUND	1,644.30	2,447.52	803.22	48.85%	1,644.30	2,447.52	803.22	48.85%
05 - STORM WATER DRAINAGE...	53,499.13	79,097.00	25,597.87	47.85%	53,499.13	79,097.00	25,597.87	47.85%
07 - HOTEL OCCUPANCY TAX F...	-90,050.61	-9,946.66	80,103.95	88.95%	-90,050.61	-9,946.66	80,103.95	88.95%
08 - DEBT SERVICE FUND	13,885.53	18,022.85	4,137.32	29.80%	13,885.53	18,022.85	4,137.32	29.80%
10 - CAPITAL PROJECTS FUND	-22,930.58	291.24	23,221.82	101.27%	-22,930.58	291.24	23,221.82	101.27%
11 - CHILD SAFETY FUND	616.05	379.22	-236.83	-38.44%	616.05	379.22	-236.83	-38.44%
12 - COURT TECHNOLOGY FU...	549.49	780.62	231.13	42.06%	549.49	780.62	231.13	42.06%
13 - PUBLIC SAFETY FUND	8.14	1.85	-6.29	-77.27%	8.14	1.85	-6.29	-77.27%
79 - SEDA	14,869.40	37,362.47	22,493.07	151.27%	14,869.40	37,362.47	22,493.07	151.27%
Total Surplus (Deficit):	3,508.48	810,349.26	806,840.78	22,996.88%	3,508.48	810,349.26	806,840.78	22,996.88%



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, November 02, 2021 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, November 2, 2021, in the City Hall Council Chambers, for the purpose of a Regular City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

- Mayor Doug Svien
- Council Member LeAnn Durfey
- Council Member Justin Haschke
- Council Member Daron Trussell
- Council Member Brady Pendleton
- Council Member Ricky Thurman
- Council Member Alan Nix
- Council Member Gerald Cook
- Mayor Pro Tem Brandon Huckabee

COUNCIL ABSENT:

OTHERS ATTENDING:

- Allen Barnes, City Manager
- Randy Thomas, City Attorney
- Staci King, City Secretary

CALL TO ORDER

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

PLEDGES OF ALLEGIANCE

Council member Gerald Cook led the Pledges of Allegiance to the United States and Texas flags.

INVOCATION

Curt Plaxco, Stephenville Church of the Nazarene, led the invocation.

PROCLAMATIONS AND RECOGNITIONS

Recognition of Animal Services Officer Casie Randolph

Chief Harris presented Stephenville Animal Services Officer Casie Randolph with a Certificate of Commendation for her quick response and brave actions.

"On September 28, 2021, Ms. Randolph was off-duty when she drove up on the scene of a fatality vehicle crash. Upon checking the occupants of the vehicle, she found a small child who was injured and had a restricted airway. Ms. Randolph stabilized the child's airway and stayed with her until emergency responders arrived. Erath County Fire Investigator Chris Brooks credits the child's survival to Ms. Randolph's extraordinary actions."

1. Proclamation in Recognition of TubaChristmas

Mayor Svien read the following proclamation:

WHEREAS, TUBACHRISTMAS concerts as conceived in 1974 by renowned tubist HARVEY G. PHILLIPS have become an annual holiday tradition in cities throughout the world; and

WHEREAS, TUBACHRISTMAS brings together tuba and euphonium players of all ages to present public concerts of traditional Christmas carols; and

WHEREAS, TUBACHRISTMAS concerts are presented free for the enjoyment of the public audience; and WHEREAS, TubaChristmas Coordinator James Woodward has brought this unique holiday event conducted by former Stephenville ISD Band Directors Jim Perry, Jim Alexander, and Wendell Gideon to our fair city.

NOW, THEREFORE, I, Doug Svien, Mayor of the City of Stephenville, do hereby proclaim Sunday, November 28, 2021 as TUBACHRISTMAS DAY throughout the City of Stephenville and encourage all our citizens to attend and enjoy this annual TUBACHRISTMAS concert being presented at the Clyde H Wells Fine Arts Center at Tarleton State University on November 28, 2021 at 5:30 p.m.

CITIZENS GENERAL DISCUSSION

No one came forward to address the council.

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

2. PUBLIC HEARING

Case No.: RZ2021-015 & RP2021-007

Applicant is Requesting a Rezoning of the Properties Located at 1083 West Frey and 1065 West Frey, Being Parcel Nos. R32260 and R32261, legally described as Block 5, Lot 1 and Block 5, Lot 2 (pt of) of the Kight Second Addition, respectively, of the City of Stephenville, Erath County, Texas, from Single Family Residential District (R-1) to Integrated Housing District (R-2.5), with a Simultaneous Replat as Allowed by City of Stephenville Code of Ordinances, Section 155.4.03

Steve Killen, Director of Development Services, briefed the council on Case Nos. RZ2021-015 and RP2021-007. On October 20, 2021, the Planning and Zoning Commission voted 6-1 to recommend approval of the rezone with simultaneous replatting.

Mayor Svien opened the public hearing.

Dell Burdick, developer, spoke in favor of the rezone and replat.

Mayor Svien closed the public hearing.

2. Consider Approval of an Ordinance Rezoning the Properties Located at 1083 West Frey and 1065 West Frey, Being Parcel Nos. R32260 and R32261, legally described as Block 5, Lot 1 and Block 5, Lot 2 (pt of) of the Kight Second Addition, respectively, of the City of Stephenville, Erath County, Texas, from Single Family Residential District (R-1) to Integrated Housing District (R-2.5), with a Simultaneous Replat as Allowed by City of Stephenville Code of Ordinances, Section 155.4.03

MOTION by Daron Trussell, second by Brandon Huckabee, to approve Ordinance No. 2021-O-36 rezoning the properties located at 1085 and 1065 West Frey Street from Single-Family Residential District (R-1) to Integrated Housing District (R-2.5). MOTION CARRIED by unanimous vote.

MOTION by Daron Trussell, second by Brandon Huckabee, to approve a replat of the properties located at 1085 and 1065 West Frey Street. MOTION CARRIED by unanimous vote.

4. PUBLIC HEARING**Case No.: RZ2021-016**

Applicant is Requesting a Rezone of a Property Located at 110 Clark Lane, Being Parcel No. R63366, Legally Described as Block 85, Lot 1 & 2A of the City Addition of the City of Stephenville, Erath County, Texas, from Multiple Family Residential District (R-3) to Integrated Housing District (R-2.5)

Steve Killen, Director of Development Services, briefed the council on Case No. RZ2021-016. On October 20, 2021, the Planning and Zoning Commission voted unanimously to recommend approval of the rezone request.

Mayor Svien opened the public hearing.

Taylor Kanute, developer, spoke in favor of the rezone.

Mayor Svien closed the public hearing.

5. Consider Approval of an Ordinance Rezoning the Property Located at 110 Clark Lane, Being Parcel No. R63366, Legally Described as Block 85, Lot 1 & 2A of the City Addition of the City of Stephenville, Erath County, Texas, from Multiple Family Residential District (R-3) to Integrated Housing District (R-2.5)

MOTION by Brandon Huckabee, second by Gerald Cook, to approve Ordinance No. 2021-O-37 rezoning the property located at 110 Clark Lane from Multiple Family Residential District (R-3) to Integrated Housing District (R-2.5). MOTION CARRIED by unanimous vote.

6. PUBLIC HEARING**Case No.: RZ2021-017**

Applicant is Requesting a Rezone of the Property Located at 683 W Tarleton, Being Parcel No. R29685, Legally Described as Block 3, Lots 1B and 2B (pts of), Park Place Addition and Block 69, Lot 4B (pt of), City Addition of the City of Stephenville, Erath County, Texas, from Retail and Commercial Business District (B-2) to Multiple Family Residential District (R-3)

Steve Killen, Director of Development Services, briefed the council on Case No. RZ2021-017. This request does not conform to the City's Future Land Use Plan. On October 20, 2021, the Planning and Zoning Commission voted 4-3 to recommend denying the rezone request.

Mayor Svien opened the public hearing.

Tom Hines, 729 W. Tarleton, spoke in opposition to the rezone.

Mayor Svien closed the public hearing.

7. Consider Approval of an Ordinance Rezoning the Property Located at 683 W Tarleton, Being Parcel No. R29685 and Legally Described as Block 3, Lots 1B and 2B (pts of), Park Place Addition and Block 69, Lot 4B (pt of), City Addition of the City of Stephenville, Erath County, Texas, from Retail and Commercial Business District (B-2) to Multiple Family Residential District (R-3)

MOTION by Brandon Huckabee, second by Brady Pendleton, to approve Case No. RZ2021-017. MOTION FAILED by the following votes:

Ayes: Brandon Huckabee, Ricky Thurman

Noes: LeAnn Durfey, Justin Haschke, Daron Trussell, Brady Pendleton, Alan Nix, Gerald Cook

8. PUBLIC HEARING**Case No.: PD2021-002**

Applicant is Requesting a Rezone of a Property Located at 525 W Collins, Being Parcel No. R33237 and Legally Described as Block 6, Lots 1 and 2 of the Shapard & Collins Addition, and A0032 of the John

Blair Survey of the City of Stephenville, Erath County, Texas, from Industrial District (I) to Planned Development District (PD)

Steve Killen, Director of Development Services, briefed the council on Case No. PD2021-002. On October 20, 2021, the Planning and Zoning Commission voted unanimously to recommend approving the rezone request.

Mayor Svien opened the public hearing.

No one came forward to speak in favor of or opposition to the rezone.

Mayor Svien closed the public hearing.

9. Consider Approval of an Ordinance Rezoning the Property Located at 525 W Collins, Being Parcel No. R33237 and Legally Described as Block 6, Lots 1 and 2 of the Shapard & Collins Addition, and A0032 of the John Blair Survey of the City of Stephenville, Erath County, Texas, from Industrial District (I) to Planned Development District

MOTION by Ricky Thurman, second by Gerald Cook, to approve Ordinance No. 2021-O-38 rezoning the property located at 525 W. Collins from Industrial District (I) to Planned Development District (PD).

MOTION CARRIED by unanimous vote.

10. PUBLIC HEARING

Amendments to the City of Stephenville Code of Ordinances, Chapter 154 *Sign Regulations*, as it Relates to Murals

Steve Killen, Director of Development Services, briefed the council on the proposed changes to the Sign Ordinance in relation to murals. The Development Services Committee met on August 31, 2021 and recommended the ordinance be amended to increase the limitation relating to words and/or symbols to 15%. The Planning and Zoning Commission met on October 20, 2021 and unanimously voted to recommend the change.

Mayor Svien opened the public hearing.

No one came forward to speak in favor of or opposition to the proposed amendment.

Mayor Svien closed the public hearing.

11. Consider Approval of an Ordinance Amending the City of Stephenville Code of Ordinances, Chapter 154 *Sign Regulations*, as it Relates to Murals

MOTION by Brandon Huckabee, second by Daron Trussell, to approve Ordinance No. 2021-O-39 amending Chapter 154 *Sign Regulations* as presented. MOTION CARRIED by unanimous vote.

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, Chair

12. Tourism and Visitors Bureau Committee Report

LeAnn Durfey, chair, gave the committee report. No action taken.

DEVELOPMENT SERVICES COMMITTEE

Brandon Huckabee, Chair

13. Committee Report – October 19, 2021

Brandon Huckabee, chair, gave the committee report.

14. Consider Approval of an Ordinance Amending the City of Stephenville Code of Ordinances, Section 155.1.09 Extraterritorial Jurisdiction (ETJ)

Steve Killen, Director of Development Services, briefed the council on proposed changes to Section 155.1.09 *Extraterritorial Jurisdiction (ETJ)*. On October 19, 2021, the Development Services Committee voted 3-1 to repeal this section of the Code of Ordinances, which makes Chapter 155 applicable to properties within the City's ETJ.

MOTION by Brandon Huckabee, second by Daron Trussell, to approve Ordinance No. 2021-O-40 repealing Section 155.1.09 *Extraterritorial Jurisdiction (ETJ)* from the City of Stephenville Code of Ordinances. MOTION CARRIED with Alan Nix casting a dissenting vote.

NOMINATIONS COMMITTEE

Gerald Cook, Chair

15. Committee Report - November 2, 2021

Gerald Cook, chair, gave the committee report.

16. Consider Approval of Request for Allocation of Funds for Seasonal and Special Event Items for Downtown

MOTION by Gerald Cook, second by LeAnn Durfey, to approve the allocation of \$10,000 to be used for special event and seasonal decorations for downtown. MOTION CARRIED by unanimous vote.

PERSONNEL COMMITTEE

Ricky Thurman, Chair

17. Personnel Committee Report

Ricky Thurman, chair, gave the committee report. No action taken.

PUBLIC HEALTH AND SAFETY COMMITTEE

Brady Pendleton, Chair

18. Committee Report - October 19, 2021

Brady Pendleton, chair, gave the committee report.

19. Consider Approval of a Memorandum of Understanding with Stephenville ISD for School Resource Officers for 2021-2022

MOTION by Brady Pendleton, second by LeAnn Durfey, to approve a Memorandum of Understanding with Stephenville ISD. MOTION CARRIED by unanimous vote.

FINANCE COMMITTEE

Justin Haschke, Chair

20. Finance Committee Report - October 19, 2021

Justin Haschke, chair, gave the committee report.

21. Consider Approval of the Purchase of a Pre-Owned Ambulance

MOTION by Justin Haschke, second by Ricky Thurman, to approve the purchase of a pre-owned ambulance. MOTION CARRIED by unanimous vote.

FINANCIAL REPORTS

Monica Harris, Director of Finance

22. Monthly Budget Report for the Period Ending September 30, 2021

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

In reviewing the financial statements ending September 30, 2021, the financial indicators are as or better than anticipated.

Property Tax – We received \$7K in property taxes in the month of September, resulting in \$143K or 2.19% increase over funds collected through last September. The \$6.65 million collected fiscal year to date is 99.94% of budget, which is .06% or \$4,096 less than anticipated.

Sales Tax - We received \$593K in sales tax in September, resulting in \$1.2 million or 19.29% more than the funds collected through last September. The \$7.5 million collected fiscal year to date is 20.64% or \$1,288,266 more than \$6.24 million budgeted.

Revenue (Budgetary comparison) - The target budget for operating revenue is \$29.3 million. We received \$29.3 million in revenue fiscal year to date, resulting in \$1,254 under the target budget due to property taxes.

Expenditures (Budgetary comparison) - The target budget for operating expenditures is \$21.9 million. We expended \$20.2 million fiscal year to date, resulting in \$1.7 million under the target budget.

Revenue (Prior year comparison) - Operating revenue received last year was \$27.9 million as compared to the current year's \$29.3 million, resulting in a \$1.4 million increase due to property tax, sales taxes, and service charges.

Expenditures (Prior year comparison) - Operating expenditures last year were \$19.4 million as compared to the current year's \$20.2 million, resulting in a \$770K increase due to costs associated with COVID-19 prevention, damage claims, wages, recreation supplies, professional fees, special events, tournament expenses, credit card fees, maintenance, advertising, Moo-la fest and gateway planning.

Investments - The total market value of cash and investments on September 30, 2021 was \$45,313,838. This is allocated 1% in demand accounts, 38% in TexStar investment pool, and 61% in TexPool investment pool. We earned \$2,111.05 in interest for the quarter. The average yield to maturity for all account types for the quarter was 0.03%. The average yield to maturity for investment accounts for the quarter was 0.02%. The average yield to maturity for a 3-month treasury bill for the quarter was .05%.

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director, gave the report.

CONSENT

23. Approve Minutes - October 4, 2021 Regular City Council Meeting
24. Approve Request to Sell City Property via Online Auction
25. Authorize Expenditure for Annual Microsoft Licensing Fees
26. Approval of EMS Billing and Collection Services by Specialized Billing and Collections Systems of Texas
27. Authorize Expenditure for Incode 10 Software Maintenance
28. Authorize Expenditure for Online and Voice Response Transaction Fees for Utility Billing and Court Payments
29. Authorize Expenditure for Purchase of Skid Steer for Street Department
30. Authorize Expenditure for Purchase of a Compact Excavator for Water Department
31. Authorize Expenditure for Purchase of Aqua Metric Meter Reading Software
32. Authorize Payment to Upper Leon River Municipal Water District for FY2021-2022 Raw Water Charges
33. Approve Amendment No. 10 with Freese and Nichols, Inc. for Development Review Services
34. Approve Resolution No. 2021-O-21 Authorizing the Financing and Purchase of a Tractor, Mowers, and Related Equipment

MOTION by Brady Pendleton, second by Daron Trussell, to approve the consent agenda as presented.
MOTION CARRIED by unanimous vote.

COMMENTS BY CITY MANAGER

- *Council Committee Meetings - Tuesday, November 16
- *Nominations Committee Meeting - Tuesday, November 30
- *Regular City Council Meeting - Tuesday, December 7
- *Arts, Crafts, and Gift Show - Friday and Saturday, November 5-6
- *Farmer's Market - Saturday, November 6
- *Applications for Citizen Boards and Commissions due Friday, November 19 by 5:00 p.m.
- *City Offices Closed Thursday and Friday, November 25 and 26 for Thanksgiving
- *ChristmasVille Parade - Saturday, November 27

COMMENTS BY COUNCIL MEMBERS

LeAnn Durfey expressed her appreciation to those involved in bringing events or activities to Stephenville over the next few weeks.

Ricky Thurman wanted to remind everyone of upcoming events: Dancing for the Stars, benefitting Big Brothers Big Sisters of Erath County; Ministerial Alliance Community Thanksgiving Service; ChristmasVILLE Parade. He encouraged citizens to apply for Citizen Boards and Commissions.

Gerald Cook also encouraged citizens to apply for Citizen Boards and Commissions.

Brandon Huckabee thanked ASO Randolph for her heroism in a critical situation.

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

35. **Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Blue**
36. **Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: 291 Clinton**
37. **Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: 2 acres out of the JS Riggs Survey**
38. **Section 551.071 Consultation with Attorney - Pending or Contemplated Litigation**

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: 291 Clinton

MOTION by Brandon Huckabee, second by Brady Pendleton, to approve the bid for 291 Clinton. MOTION CARRIED by unanimous vote.

Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: 2 acres out of the JS Riggs Survey

MOTION by Brandon Huckabee, second by Gerald Cook, to authorize staff to initiate the sale of property by sealed bid, with a minimum bid of \$40,000. MOTION CARRIED by unanimous vote

ADJOURN

The meeting was adjourned at 6:28 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, November 09, 2021 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, November 9, 2021, in the City Hall Council Chambers, for the purpose of a Special City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT: Mayor Doug Svien
Council Member LeAnn Durfey
Council Member Justin Haschke
Council Member Daron Trussell
Council Member Ricky Thurman
Council Member Alan Nix
Council Member Gerald Cook
Mayor Pro Tem Brandon Huckabee

COUNCIL ABSENT: Council Member Brady Pendleton

OTHERS ATTENDING: Allen Barnes, City Manager
Randy Thomas, City Attorney
Staci King, City Secretary

CALL TO ORDER

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

ITEMS FOR DISCUSSION AND ACTION

1. **Purchase of Demo Ambulance and Equipment**
This item was removed from the agenda.
2. **Consider Approval of a Resolution Adopting the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet**
MOTION by Ricky Thurman, second by Daron Trussell, to approve Resolution No. 2021-O-22 adopting the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet. MOTION CARRIED by unanimous vote.

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

3. **Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Blue**

Mayor Svien called the meeting into executive session at 5:32 p.m.
 Mayor Svien called the meeting into regular session at 6:02 p.m.

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

No action was taken.

5. Recess to Tax Increment Reinvestment Zone Board Meeting

Mayor Svien recessed the special meeting at 6:03 p.m.

TAX INCREMENT REINVESTMENT ZONE BOARD MEETING

Members Present: Doug Svien, LeAnn Durfey, Justin Haschke, Daron Trussell, Ricky Thurman, Alan Nix, Gerald Cook, Brandon Huckabee, Chris Gifford, Marion Cole

Members Absent: Brady Pendleton

6. Call to Order

The Tax Increment Reinvestment Zone Board meeting was called to order at 6:04 p.m.

7. Consider Approval of an Economic Development Incentive Agreement between Las Aguilas, the City of Stephenville, Texas, and the Board of Directors for Tax Increment Reinvestment Zone No. 1C

MOTION by Chris Gifford, second by Marion Cole, to approve an Incentive Agreement between The Stable, LLC, formerly known as Las Aguilas, the City of Stephenville, Texas, and the Board of Directors for Tax Increment Reinvestment Zone No. 1C. MOTION CARRIED by unanimous vote.

8. Adjourn

The Tax Increment Reinvestment Zone Board meeting was adjourned at 6:05 p.m.

RECONVENE TO SPECIAL CITY COUNCIL MEETING

The special meeting was called back to order at 6:05 p.m.

9. Consider Approval of an Economic Development Incentive Agreement between Las Aguilas, the City of Stephenville, Texas, and the Board of Directors for Tax Increment Reinvestment Zone No. 1C

MOTION by Brandon Huckabee, second by Ricky Thurman, to approve an Incentive Agreement between The Stable, LLC, formerly known as Las Aguilas, the City of Stephenville, Texas, and the Board of Directors for Tax Increment Reinvestment Zone No. 1C. MOTION CARRIED by unanimous vote.

ADJOURN

The meeting was adjourned at 6:07 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 W. Washington
Tuesday, November 16, 2021 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, November 16, 2021, in the City Hall Council Chambers for the purpose of a Special City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT: Mayor Doug Svien
Council Member LeAnn Durfey
Council Member Daron Trussell
Council Member Brady Pendleton
Council Member Gerald Cook
Mayor Pro Tem Brandon Huckabee

COUNCIL ABSENT: Council Member Justin Haschke
Council Member Ricky Thurman
Council Member Alan Nix

OTHERS ATTENDING: Allen Barnes, City Manager
Randy Thomas, City Attorney
Staci King, City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 6:10 p.m.

ITEMS FOR CONSIDERATION

1. **Consider Approval of a Resolution Authorizing the Financing of a Demo Ambulance and Equipment**
MOTION by Daron Trussell, second by LeAnn Durfey, to approve Resolution No. 2021-R-23 authorizing the financing of a demo ambulance and related equipment. MOTION CARRIED by unanimous vote.
2. **Consider Approval of a Memorandum of Understanding with Texas State University for a Ground Penetrating Radar Project at Mount Olive Cemetery**
MOTION by Doug Svien, second by Gerald Cook, to approve a Memorandum of Understanding with Texas State University. MOTION CARRIED by unanimous vote.
3. **Consider Acceptance of Request for Proposal for Construction of a New Senior Citizen Center**
Allen Barnes, City Manager, briefed council on the item. He stated that Requests for Proposals for the construction of a new Senior Citizen Center were opened on November 9, 2021. The single proposal that was received exceeded the \$1,000,000 budget allocation for the project. Mr. Barnes recommended that council reject the proposal and direct staff to re-advertise.

MOTION by Gerald Cook, second by Brandon Huckabee, to reject the Request for Proposal and re-advertise the Request for Proposal. MOTION CARRIED by unanimous vote.

ADJOURN

The meeting was adjourned at 6:15 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



STAFF REPORT

SUBJECT: Interlocal Agreement for Cooperative Purchasing Program

DEPARTMENT: Fire

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Consider approval of an intrerlocal agreement with the North Texas Share program.

BACKGROUND:

The North Central Texas Council of Government (NCTCOG) has developed a cooperative purchasing program that would allow the City Stephenville to take advantage of contracts from multiple markets. Participating agencies will be able to share existing contracts and save time as well as benefit from larger agency volume pricing. The contract will not be required to be renewed, and can be terminated by participants with notice.

FISCAL IMPACT SUMMARY:

None

ALTERNATIVES

1. Not enter into the agreement

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through www.NorthTexasSHARE.org. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
 North Texas SHARE
 616 Six Flags Drive, Arlington, Texas 76011

 Name of Participant Agency

 NCTCOG Executive Director or Designee

 Mailing Address

 Signature of Executive Director or Designee

 City State Zip

 Date

 Name and Title of Authorized Official or Designee

 Signature

 Date



**MASTER SERVICES AGREEMENT #2021-073
First Responder Uniforms, Accessories, and Services**

THIS MASTER SERVICES AGREEMENT (“Agreement”), effective the last date of signed approval (“Effective Date”), is entered into by and between the **North Central Texas Council of Governments (“NCTCOG”)**, a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**Galls, LLC. (“Contractor”)
1340 Russell Cave Rd.
Lexington, KY 40505**

**ARTICLE I
RETENTION OF THE CONTRACTOR**

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **First Responder Uniforms, Accessories, and Services** (hereinafter, “Services”) to governmental entities participating in the North Texas SHARE program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2021-073 (hereinafter, “RFP”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II
SCOPE OF SERVICES**

2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.

2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 Pricing for items in Attachment 1 represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2021-073

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1.

2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on November 1, 2022 (the "**Term**"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to four (4) additional one (1) year terms through November 1, 2026.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

Item 34.

- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: North Texas SHARE
 PO Box 5888
 Arlington, TX 76005-5888
 Email: NorthTexasSHARE@nctcog.org

**ARTICLE V
SERVICE FEE**

Item 34.

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

**ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES**

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

REPRESENTATION AND WARRANTIES

Item 34.

7.1 Representations and Warranties. Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII**CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying

work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Craigan Johnson
(817) 695-9186
cjohnson@nctcog.org

If to Contractor: Galls, LLC
Attn: Legal Dept.
1340 Russell Cave Rd.
Lexington, KY 40505
(859) 800 - 1400
Smeltzer-Amelia@galls.com

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise,

even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Item 34.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such

requirements shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

Item 34.

- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X**ADDITIONAL REQUIREMENTS**

Item 34.

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation

(USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

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Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more

man unity (50) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

Item 34.

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

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10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Galls, LLC.



11/03/2021

Signature

Date

David Scheve

Printed Name

North Central Texas Council of Governments



11/3/2021

Signature

Date

Michael Eastland
Executive Director

Attachment I
Pricing for SHARE

Item 34.

For First Responder Uniforms, Accessories, and Services, contractor shall quote participating SHARE Entities the rates and/or discount required for products and services specified by the RFP. Contractor's proposed catalog discount for uniforms and services are found below.

UNIFORM ALTERATION SERVICES

The Contractor has indicated that they will provide uniform alteration services at a percentage-discount over catalogue pricing. The Contractor has provided a Uniform Customization catalog, which is found on the SHARE landing page. To this end, the Contractor has provided the following pricing information:

Galls, LLC. will offer uniform alteration services at a minimum percent-discount rate of 15%
Galls, LLC. will offer uniform embroidery services at a minimum percent-discount rate of 15%

For additional information, please refer to Gall's Uniform Customization Catalogue.

UNIFORMS AND ACCESSORIES PRICING

Product Supplier/Brand Catalogue Discount Pricing information is found on the following pages.

**Percent Discount
proposal for catalogue
Brands for items not
listed in this Tab:**

Item 34.

Brand	% Discount off catalog
Atlanco	15%
ASP	15%
Blauer (Texas Retail Price List)	15%
5.11	15%
GT	15%
Point Blank (Concealable)	15%
Point Blank (Tactical Armour& Accessories)	15%
Nardis	15%
Safariland	15%
Elbeco	15%
Under Armour	15%
Smith & Wesson	15%
ESS	15%
Blackhawk	15%
Port Authority	15%
Custom Made Items	15%
Flying Cross	15%
Brand	% Discount off catalog
221B Resources	15%
3M Company	15%
3M Company-Personal Safety Div	15%
5.11 Inc.	15%
5.11 Inc. (CUSTOM SHOP)	15%
A E Nelson Leather Co	15%
A+ CAREER APPAREL	15%
ABX Group Inc	15%
ACR ELECTRONICS, INC.	15%
ADVENTURE MEDICAL KIT	15%
Advon	15%
Aervoe Industries Inc	15%
Aimpoint Inc	15%
AKER INTERNATIONAL	15%
AL NU PRODUCTS, INC	15%
ALL AMERICAN BOOT MFG., INC.	15%
Alliance Sports Group (Nebo)	15%
ALLIED HEALTHCARE PRODUCTS, IN	15%
Alpha Industries Inc	15%
Alpha Shirt Co	15%
ALPHABRODER	15%
ALTA INDUSTRIES	15%
Altai	15%

**Any Additional Brands
with Percent-Discounts
offered for catalogues
not listed above:**

ALTUS BRANDS LLC	15%
AMBU INC	15%
AMER SPORTS WINTER & OUTDOOR C	15%
AMERICAN DIAGNOSTIC CORP	15%
AMERICAN TECHNOLOGIES NETWORK	15%
AMERIGLO, LLC	15%
ANCHOR UNIFORM MFG LLC	15%
ANGELUS SHOE POLISH COMPANY	15%
ANSELL HEALTHCARE PRODUCTS	15%
AOB Products Company	15%
Arc'Teryx Equipment, Inc.	15%
Ariat International, Inc.	15%
Armament Leather Inc	15%
ARMAMENT SYSTEMS AND PROCEDURE	15%
ARMOR EXPRESS	15%
ARMORPUR DIVISION OF LORENZA V	15%
Arons Manufacturing Company	15%
ARONS MFG CORP	15%
ARTEX KNITTING MILLS, INC	15%
Ash City USA	15%
Ashley Worldwide Inc.	15%
Asmara International LTD	15%
ASSEMBLED PRODUCTS CORP	15%
ASSOCIATED PREMIUM CORP	15%
AST Sportswear Inc	15%
Astra Radio Communications	15%
Atlanco	15%
AUGUSTA SPORTSWEAR	15%
Avon Protection Systems	15%
Baffin Inc.	15%
Battleware Technologies Inc	15%
BAYCO	15%
BAYLY, INC.	15%
BELL SPORTS, INC.	15%
BELLEVILLE SHOE MANUFACTURING	15%
Bellwether Cycling	15%
BENCHMADE KNIFE CO USA	15%
Berne Apparel	15%
Best Made Designs	15%
Better Emblem Co	15%
BIANCHI/SAFARILAND LLC	15%
Big Studio Inc	15%
Bill Hicks & Co LTD	15%
BLACK DIAMOND GROUP, INC.	15%
Black Rifle Coffee Company	15%
BLADE-TECH INDUSTRIES	15%
BLASTERS TOOL & SUPPLY CO INC	15%

Blauer Mfg Co	15%
BLAUER MFG CO - QUOTED ITEMS	15%
BLUE FORCE GEAR INC	15%
Blue Generation	15%
Blue Line Production, Inc	15%
Blue Water Treasures	15%
BOLLE	15%
BOSTON LEATHER INC	15%
Bound Tree Medical, LLC	15%
BREAK-FREE, INC/SAFARILAND LLC	15%
BRITE-STRIKE TECHNOLOGIES, INC	15%
Brixum Corp dba Gatorz Eyewear	15%
BUCK KNIVES INC	15%
BULLARD COMPANY	15%
BUSHNELL (UNCLE MIKES)	15%
BUSHNELL OUTDOOR PRODUCTS	15%
C.W. NIELSEN MFG	15%
CAMELBAK PRODUCTS INC	15%
CAMMENGA COMPANY LLC	15%
CAMPCO INC	15%
Capps Shoe Company	15%
Careismatic Brands Inc	15%
CARHARTT INC	15%
CAROLINA SAFETY SPORT INT'L, L	15%
Casa Raul Western Wear	15%
Casual Duty Warehouse	15%
Celestron Acquisition, LLC	15%
CENTURY MARTIAL ART SUPPLY	15%
Cerritos VAS Need	15%
CFT INC LIFE MASK	15%
Champion Athletic Wear	15%
Champion Target	15%
Charles River Apparel	15%
CHINOOK MEDICAL GEAR INC	15%
CHIPPEWA SHOE CO	15%
Classic Cap & Embroidery	15%
Cloud Unicorn LTD	15%
CMI INC	15%
COAST CUTLERY CO	15%
COBMEX APPAREL LTD.	15%
CODE 3 INC	15%
Code Red	15%
COLUMBIA RIVER KNIFE & TOOL	15%
COLUMBIA SPORTSWEAR COMPANY	15%
CONCAP SPORTSWEAR	15%
CONCEPT DEVELOPMENT CORPORATIO	15%
Condor Outdoor Products Inc	15%

COOLCOP LLC	15%
Cortina Tool & Mold Co Inc	15%
COURTLAND BOOT JACK CO.	15%
COVE SHOE COMPANY, INC.	15%
CRAMER DECKER INDUSTRIES MERET	15%
Criss Optical Mfg CO	15%
Crossbreed Holsters	15%
Crye Precision LLC	15%
CS SYSTEMS COMPANY INC	15%
Culture Apparel & Automotive	15%
Custom Identification Products	15%
Cutter & Buck, Inc.	15%
CYALUME TECHNOLOGIES, INC.	15%
CYCLE FORCE GROUP LLC	15%
DAMASCUS WORLDWIDE INC	15%
DANGRA INC.	15%
Danner, Inc.	15%
DASH AMERICA INC.	15%
DAVIS & STANTON	15%
DE SANTIS HOLSTER & LEATHER CO	15%
Decal Impressions	15%
Deer Stags Concepts, Inc.	15%
DEFENSE TECH/SAFARILAND LLC.	15%
Dehner Boot Co Inc	15%
DICKE TOOL COMPANY	15%
DNB NOR FINANS AS	15%
DON HUME LEATHERGOODS	15%
DP Packaging	15%
DRIFIRE, LLC	15%
DUTYMAN INC	15%
DYNAREX CORPORATION	15%
EAR PHONE CONNECTION	15%
EarHugger Safety Products	15%
EDWARDS GARMENT CO	15%
EISEMAN-LUDMAR CO INC	15%
Elbeco Incorporated	15%
Eleven 10 LLC	15%
Elite First Aid Inc	15%
Emergency Medical Internationa	15%
EMERGENCY PRODUCTS & RESEARCH	15%
ENERGIZER	15%
ERAZOR BITS	15%
ERB INDUSTRIES INC	15%
Ergodyne Corporation	15%
ERMALINDA M LESLIE	15%
ESMET INC	15%
EYE SAFETY SYSTEMS	15%

E-Z Cuff Inc	15%
FCGI	15%
FECHHEIMER BROTHERS UNIFORM CO	15%
FEDERAL SIGNAL CORP	15%
Feniex Industries, LLC	15%
FERNO WASHINGTON, INC.	15%
Finger Fashions-GFP	15%
FIRE DEX, LLC	15%
FIRST SAMCO	15%
First Tactical LLC	15%
Fisher Print LLC	15%
FISHER RESEARCH LAB, INC.	15%
FISHER SPACE PEN COMPANY	15%
FISKARS BRANDS INC	15%
FLAMBEAU PRODUCTS CORPORATION	15%
FLEXFIT LLC	15%
Flight Suits Ltd	15%
Flitz International Ltd	15%
FORENSIC SOURCE/SAFARILAND LLC	15%
Forever Young Enterprise	15%
FOX LABS INTERNATIONAL INC	15%
Fox Outdoor Products	15%
Fox River Mills Inc.	15%
FoxFury Lightning Solutions	15%
FRED SHAW-BLUMENTHAL	15%
Frogg Toggs	15%
GA REL	15%
GALCO INTERNATIONAL LTD	15%
GALLANT INDUSTRIES CO LTD	15%
GALLS INC	15%
GALLS UNIQUE CONTRACT ITEMS	15%
Galls, LLC	15%
GAMBER JOHNSON	15%
GAME SPORTSWEAR	15%
GARMIN USA INC	15%
Garmont Int'l N America Inc	15%
GARRETT ELECTRONICS INC	15%
GENN SHANG IND. CO LTD	15%
Gentex Corporation	15%
George Glove Company Inc	15%
GH Armor Systems	15%
GILDAN USA INC.	15%
Glendale Industries	15%
Glock Inc	15%
GO RHINO PRODUCTS	15%
GOLIGHT, INC.	15%
GOULD & GOODRICH LEATHER INC	15%

Granite Knitwear	15%
Graphic Results	15%
Grayhawk products	15%
GRIP-FLEX CORPORATION	15%
Grizzly Graphics NM	15%
Grunt Style LLC	15%
GT DISTRIBUTORS, INC.	15%
H & K Int'l CO., LTD.	15%
HAIX NORTH AMERICA INC.	15%
Hamburger Woolen Co Inc	15%
HAMMERHEAD INDUSTRIES	15%
HANDCUFF WAREHOUSE	15%
Hanes Brands, Inc.	15%
Hankin Brothers Cap Company	15%
Hat Trap Inc	15%
HATCH/SAFARILAND LLC	15%
HEAD MOST	15%
HELMET HOUSE INC	15%
HERO'S PRIDE	15%
Hero's Pride - HG	15%
HEXARMOR	15%
High Noon Industries	15%
High Speed Gear, Inc.	15%
HONEYWELL FIRST RESPONDER PROD	15%
HONEYWELL SAFETY PRODUCTS	15%
HOOK-FAST SPECIALTIES	15%
Hope Uniform & Security	15%
HWI Gear Inc	15%
I Spiewak	15%
IMPLUS FOOTCARE, LLC	15%
IMPLUS FOOTCARE/LLC-FOR KIWI	15%
INTOXIMETERS INC	15%
IRON DUCK	15%
IRONCLAD PERFORMANCE WEAR	15%
J.L. DARLING CORPORATION	15%
JEROME CUTTING/SNAP & WEAR	15%
Johnson Plastics	15%
Jox Sox	15%
JS Leather Products	15%
Justin Boots	15%
KA-BAR KNIVES INC	15%
Keen Inc	15%
KERSHAW KNIVES	15%
KESON INDUSTRIES	15%
Keystone Uniform Cap Corp	15%
KLEIN ELECTRONICS	15%
KLENCH CO	15%

Kohaut & Company	15%
Kontoor Brands (Lee)	15%
Kontoor Brands (Wrangler)	15%
K-Power Industrial Co. LTD.	15%
KROLL INTERNATIONAL	15%
KUHL Clothing	15%
KUSTOM SIGNALS INC	15%
L.R.I.	15%
LACROSSE FOOTWEAR, INC.	15%
LAERDAL MEDICAL CORP	15%
Lakeview Trading, Inc	15%
Landau	15%
Landway International Corp	15%
Lansky Sharpeners	15%
LAW ENFORCEMENT SUPPLY INC	15%
LC INDUSTRIES	15%
Leader Mfg Co. Inc.	15%
LEAPERS, INC	15%
Leather Luster Inc	15%
LEATHERHEAD TOOLS	15%
LEATHERMAN TOOL GROUP INC	15%
LEICA CAMERA INC	15%
LIARN YANN ENTERPRISE CO, LTD	15%
LIBERTY UNIFORM MFG CO INC	15%
Lighthouse Uniform Co.	15%
Lightning X Products, Inc.	15%
LION APPAREL INC	15%
LOGO X PRESS	15%
LOGO X PRESS LEX PO	15%
LONDON BRIDGE TRADING COMPANY	15%
LONGWORTH INDUSTRIES	15%
LOWA BOOTS LLC	15%
Luggage USA Inc	15%
M L Kishigo Manufacturing Co	15%
M. J. SOFFE CO	15%
MACE SECURITY INTNL	15%
MACHO PRODUCTS	15%
Macs Worldwide, LLC	15%
MAG INSTRUMENT INC	15%
Magenav, Inc - Statgear	15%
MAGNUM MEDICAL, INC.	15%
MAGPUL INDUSTRIES CORP	15%
Majestic Glove	15%
Major Surplus & Survival	15%
MANZELLA PRODUCTIONS, INC.	15%
MAPTOOLS	15%
Marketing Works	15%

Marlow White	15%
Marmot Mountain, Inc.	15%
MAXPEDITION HARD-USE GEAR	15%
McRae Footwear	15%
MECHANIX WEAR, INC.	15%
MEDIC FIRST AID INTERNATIONAL,	15%
MERCURY LUGGAGE	15%
MICROTEK MEDICAL, INC.	15%
MIDWAY CAP COMPANY	15%
Mil-Spec Monkey	15%
Mission Critical Designs, LLC	15%
MOCEAN	15%
Modern Stitch & Ink	15%
MoJack Distributors LLC	15%
MONADNOCK/SAFARILAND, LLC.	15%
MOORE MEDICAL	15%
MSA - MINE SAFETY APPLIANCES C	15%
Muscatello Uniforms	15%
MUSTANG SURVIVAL, INC.	15%
MUTUAL INDUSTRIES INC	15%
National Products Inc	15%
NEW BALANCE	15%
New Bold Corporation	15%
NEWCAL, LLC	15%
Nick's Shoe Repair & Custom	15%
NIKE	15%
Nine Line Apparel, Inc.	15%
Ningbo Seahorse Electronics	15%
NITE IZE INC/RCP ENTERPRISES	15%
NOBLE MEDICAL INC	15%
NoIR Laser Company	15%
NOROTOS INC	15%
NORTH AMERICAN RESCUE	15%
NORTH SAFETY PRODUCTS	15%
NRS	15%
O Baltor & Sons	15%
Oakley	15%
Occunomix International LLC	15%
ONGUARD INDUSTRIES, LLC	15%
OPEN AIR BRANDS, LLC	15%
Orchid Radio	15%
Original Swat Footwear Co	15%
ORION SAFETY PRODUCTS	15%
Orpaz LLC	15%
OTIS TECHNOLOGY, INC.	15%
OTTO INTERNATIONAL, INC.	15%
Outdoor Cap	15%

OUTDOOR RESEARCH	15%
Pacific Headwear, Inc.	15%
Pannell Swim Shop Inc	15%
Parris Mfg Co	15%
PAULSON MANUFACTURING CORP	15%
PEERLESS HANDCUFF COMPANY	15%
PELICAN PRODUCTS INC	15%
PepperBall	15%
PERFECT FIT	15%
PERFORMANCE SYSTEMS	15%
Petra Roc, Inc.	15%
PETZL AMERICA	15%
PHILADELPHIA RAPID TRANSIT	15%
PHOENIX INT'L LTD	15%
Pickett Hosiery Mills, Inc.	15%
Pierside Promotions	15%
PIGEON MOUNTAIN INDUSTRIES INC	15%
Pinnacle Textile	15%
Plano Molding Company	15%
PM Adirondack	15%
Pocket Press, Inc.	15%
POINT BLANK ENTERPRISES	15%
Power Products Unlimited, Inc.	15%
PowerTraveller International	15%
Premier Comm Corp dba Pryme Ra	15%
PREMIER CROWN CORP	15%
Premier Emblem - HG	15%
PREMIER EMBLEMS	15%
PRESCO PRODUCTS CO	15%
Prestige Medical	15%
PRINCETON TEC	15%
PRO FEET INC	15%
PRO LOK	15%
PRO-FEET/EXECUSOX	15%
PROFORCE EQUIPMENT	15%
PROMARKETING INC	15%
Propper International Sales	15%
Protech Armored Prod/Safarilan	15%
PROTECTIVE INDUSTRIAL PRODUCTS	15%
PS Products Inc.	15%
Pudala Uniforms	15%
Pyramex	15%
Qalo	15%
Qingdao Hellena Fashion Co.,Lt	15%
Q-Series, LLC	15%
QUARTERMASTER	15%
QUIK-PIN LLC	15%

R5 - HE03 Qingdao Hellena	15%
R5 - RI09 RICHARDSON CAPS	15%
RADIANS, INC.	15%
RAINE INC	15%
Rapid Assault Tools	15%
REEVES CO., INC.	15%
Reflect-A-Life	15%
REFLECTIVE APPAREL FACTORY, IN	15%
REGAL ALUMINUM PRODUCTS INC	15%
Remington Arms Co (Bushmaster)	15%
Renfro Corporation	15%
Resqme, Inc.	15%
REVISION MILITARY LTD	15%
RICHARDSON CAPS	15%
RICOH COMPANY (FORMERLY PENTAX	15%
RIDGE OUTDOORS USA INC	15%
RINGERS Technologies LLC	15%
RINGS MANUFACTURING	15%
RM Products	15%
Roadside Safety Supply Inc	15%
ROCKWOOD CORPORATION	15%
Rocky Brands Wholesale, LLC.	15%
Ross Glove Co	15%
ROTHCO	15%
RSR Group	15%
S & S Activewear	15%
S H RESOURCE CO, LTD.	15%
SAFARILAND, LLC.	15%
SAFETEC OF AMERICA INC	15%
Safety Flag Co	15%
SAM MEDICAL PRODUCTS	15%
Samson Manufacturing Corp	15%
SAMUEL BROOME UNIFORM ACCESSOR	15%
SANDPIPER OF CA	15%
Sanmar Corp.	15%
SANTA CRUZ GUNLOCKS, LLC	15%
SAS SAFETY CORP	15%
SAUNDERS MFG CO., INC.	15%
Sayre Enterprises, Inc.	15%
SCHUMACHER ELECTRIC CORP	15%
Security 20/20 Inc.	15%
SECURITY EQUIPMENT CORPORATION	15%
Seirus Innovation	15%
SELLMARK CORPORATION	15%
SETINA MFG CO INC	15%
Shadowfax Graphics	15%
SHELBY SPECIALTY GLOVE	15%

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Shellback Tactical, LLC	15%
Shooting Depot LLC	15%
Silynx Communications, Inc.	15%
SIRCHIE FINGER PRINT LABORATOR	15%
Skechers USA Inc	15%
SKEDCO INC	15%
SMITH & WARREN CO	15%
Smith & Wesson Corp.	15%
Smith Sport Optics	15%
SMITHS MEDICAL ASD	15%
SOG SPECIALTY KNIVES	15%
SOMAR CORPORATION	15%
SOUND UNIFORM GROUP LLC	15%
SOUNDOFF SIGNAL	15%
Source Hydration USA LLC	15%
SOUTHEASTERN SHIRT CORP.	15%
Southwest Boot Co	15%
Spike Strip Mfg	15%
SPORT SUPPLY GROUP, INC.	15%
SPORTIF USA	15%
SPYDERCO, INC.	15%
SRI Monogramming &	15%
STA-Brite Products	15%
STACK-ON PRODUCTS CO.	15%
Staedtler Mars LTD	15%
Star Headlight & Lantern Co.	15%
STEARNS WEAR	15%
STECK MANUFACTURING COMPANY, I	15%
Steiner USA	15%
Stitch Designers	15%
STRATTON HATS, INC.	15%
Streamlight	15%
STRONG LEATHER INC	15%
Strong Suit Inc	15%
Summatech Solutions LLC	15%
SUPER SEER CORPORATION	15%
Superfeet Worldwide, Inc.	15%
Supply Room Inc	15%
SUREFIRE LLC	15%
Survival Armor	15%
Swiftwick LLC	15%
TACT SQUAD GROUP, INC.	15%
Tactical Medical Solutions LLC	15%
Tactical Tailor, Inc	15%
TALENT CREATION	15%
Tango Down, Inc.	15%
TASC Performance, Inc.	15%

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TATJACKET	15%
TAYLOR'S LEATHERWEAR	15%
TEAMWALTERS	15%
Ted Blocker Holsters	15%
Tedder Industries LLC	15%
TerraLux Inc	15%
Texas Weapon Systems	15%
THE COLEMAN COMPANY, INC.	15%
THE KEYSTONE GROUP	15%
Thomas Printwroks/Visualogisti	15%
THORLO, INC	15%
Thyrm LLC	15%
Tifosi Optics, Inc.	15%
Timber Rock Marketing LLC	15%
TIMBERLAND CO	15%
TIMEX GROUP USA, INC.	15%
Tingley Rubber Corporation	15%
Todd A Moen Kreativ Launch LLC	15%
Tommie Copper	15%
Top Dawg Electronics	15%
TORFINO ENTERPRISES INC	15%
Training Center Pros Inc	15%
Transcend Information Inc	15%
TRANSPORTATION SAFETY APPAREL	15%
TRI FOXCO	15%
TRIDENT SECURITY & HOLDINGS LL	15%
Trijicon, Inc.	15%
TRI-MOUNTAIN	15%
TUFF PRODUCTS BRAND LLC	15%
TYR Tactical, LLC	15%
UBELT Co	15%
UK INTERNATIONAL	15%
UNDER ARMOUR	15%
UNIDEN CORPORATION OF AMERICA	15%
UNITED SHIELD INTERNATIONAL LL	15%
UNITED UNIFORM MANUFACTURING	15%
UNITY MANUFACTURING CO	15%
UNIVERSAL OVERALL COMPANY	15%
US Armor Corporation	15%
US Footwear Holdings LLC	15%
US NIGHT VISION CORPORATION	15%
V H BLACKINTON CO. INC.	15%
VAN HEUSEN CORPORATION	15%
Vanguard Industries West	15%
Vanguard Military Equipment Co	15%
Vertx	15%
VF IMAGEWEAR INC (BULWARK)	15%

VF IMAGEWEAR INC (RED KAP)	15%
VF IMAGEWEAR INC (Workrite)	15%
VF IMAGEWEAR INC(HORACE SMALL)	15%
VF Workwear/Dickies	15%
VH Blackinton	15%
Viking Tactics, Inc.	15%
Viktos LLC	15%
Vista Outdoor Sales, LLC	15%
VLC Distribution Company, Inc	15%
W. LBOUM HAT CO INC	15%
WARSON GROUP, INC.	15%
WARWICK MILLS INC	15%
WATERSHED LLC	15%
Wawak	15%
WEBSTER INNOVATIONS	15%
WEINBRENNER SHOE COMPANY, INC.	15%
Wesol Distribution	15%
Western Shelter Systems	15%
Whelen Engineering Company Inc	15%
Whistler Group Inc	15%
White Horse Research & Develop	15%
WHITE KNIGHT ENGINEERED PROD.,	15%
White Swan-META	15%
Wilderness Solutions	15%
WILEY X, INC.	15%
William Hollister Qwik Codes	15%
Wise Company, Inc.	15%
Wolf Peak International Inc	15%
WOLFMARK NECKWEAR CORP	15%
Wolfpack Gear Inc	15%
Wolverine World Wide (Harley)	15%
Wolverine World Wide (Merrell)	15%
Wolverine World Wide, Inc.	15%
Wolverine Worldwide (Bates)	15%
Wrightsock	15%
WSI Sports	15%
YATES GEAR, INC	15%
YKK INC.	15%
Youngstown Glove Company	15%
ZAK TOOL INC	15%
Zan Headgear	15%
ZARC INTERNATIONAL	15%
Zero9 Solutions LTD	15%

Attachment 2
Service Area Designations

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RFP 2021-073	Texas Service Area Designation or Identification		
Proposer Name:	Galls, LLC		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas	Will not service the entire State of Texas	
	YES		
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

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RFP 2021-073	Nationwide Service Area Designation or Identification Form		
Proposer Name:	Galls, LLC		
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all Fifty (50) States	Will not service Fifty (50) States	
	YES		
	<p>If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>		
Item	State	Region/MSA/City	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		
21.	Massachusetts		

22.	Michigan			Item 34.
23.	Minnesota			
24.	Mississippi			
25.	Missouri			
26.	Montana			
27.	Nebraska			
28.	Nevada			
29.	New Hampshire			
30.	New Jersey			
31.	New Mexico			
32.	New York			
33.	North Carolina			
34.	North Dakota			
35.	Ohio			
36.	Oregon			
37.	Oklahoma			
38.	Pennsylvania			
39.	Rhode Island			
40.	South Carolina			
41.	South Dakota			
42.	Tennessee			
43.	Texas			
44.	Utah			
45.	Vermont			
46.	Virginia			
47.	Washington			
48.	West Virginia			
49.	Wisconsin			
50.	Wyoming			

Attachment 3 Guarantees of the Contractor

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STOCKING, DISTRIBUTION & FULFILLMENT Galls has a fully staffed Inventory Management Department ("IM") that is responsible for purchasing and managing our inventory. On average Galls holds approximately \$80M in on-hand inventory. Galls utilizes our very own G3 planning and forecasting system software which is fully automated. The system uses complex algorithms to compute current and future needs on finished goods inventory.

Galls' Inventory Planning reviews electronic data provided by the G3 system and then adds human logic as well as historical data from any previous contracts and customer input. Purchase Orders are then released for finished goods to our vendors. This process considers constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs, we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs. Galls Fill Rate is 90% for un-customized orders. Galls' distribution center (DC) is in Lexington, KY.

The DC is approx. 350,000 square feet, containing 40,000 active pick locations and 38,000 reserve locations. Current capacity is 82% in active and 84% in reserve. Galls has a fully automated warehouse management software tool and state of the art conveyor system for order fulfillment allowing us to ship an average of 2,700 orders daily or 700k orders annually. Also note, Galls has 2 additional distribution centers: one in Cerritos, California with 50,000 square feet and the other in Lenexa, Kansas with 30,000 square feet.

Galls is the NCTCOG's reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry. However, your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand.

ORDERING OPTIONS Galls provides a full-service ordering process with purchasing options available for online, in person, over the phone, or through email. We want our customers to purchase whichever way is easiest for them. Each account has dedicated representatives that can be emailed or called for order placement, this can also be handled by our expert customer service staff. Our customers can also utilize any of our branch locations to be sized and place orders directly. eEquip, our online ordering portal, will be setup with contract pricing exclusive to NCTCOG and participating members.

DELIVERY RATE & EXPECTATIONS The NCTCOG can purchase the items under this contract directly from the eEquip system. Galls will ship all orders via FedEx from our Lexington, KY distribution center. Additional shipping options may be available upon request. Galls will provide a tracking number with every shipment and will be emailed to the user within 1 hour of the order being placed. Additionally, tracking options will be made available on eEquip. We will make sure that all shipments require signature for delivery, and we will not deliver any orders to personal residences or off-site locations. Shipping will be included in the price of each item and not be priced as a separate line item.

RETURN & RESTOCKING POLICY Galls offers a "no hassle guarantee" on returned merchandise. This means if the NCTCOG and participating members are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment. Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:

30-day Comfort Guarantee If you are not completely satisfied with your boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

One-Year Returns We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

Refunds Refunds are deposited back to your original payment method.

Shipping Refunds Original shipping charges are non-refundable unless the return is related to our error.

Special Order or Embellished Items Special order items or items that have been altered, decorated, engraved, customized, or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

Electronic Items Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

Clearance Items All clearance items are sold "as is" and cannot be returned.

HAZMAT or ORM-D Items Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service.

WARRANTY All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment. **Manufacturer Warranties** - Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.

PAYMENT TERMS & INVOICING Galls bills under Net 30 terms and accepts credit cards/ p-cards. There are no associated fees for the use of these payment methods. We will work with each individual customer to set up an accounting and invoicing system that will work with their needs. Our full service "in house" accounting and finance department and will work closely with customers to meet specific needs and make your billing process with Galls seamless. Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust. Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers. Non-customized invoices- the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

CUSTOMIZED BILLING OPTIONS

- Can have electronic signature capture of orders picked up at the branch/service centers
- Can have up to 3 customizable fields (15 characters) printed on invoice
- Can have contract descriptions printed after our item description
- Can have contract line numbers printed on invoice

Billtrust or customized invoices (not picked up), have FedEx or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where “shopping for” feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror. “Invoice notes” entered on eQUIP websites will print on both Billtrust and customized invoices (50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry. Galls offers regular invoices which are customizable per account. Regular invoicing = 1 order with multiple shipments will = multiple invoices.

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FREQUENCY OPTIONS

- Regular, non-customized invoices from Billtrust are held for 5 days or \$500 (whichever comes first) and then sent automatically.
- Customized invoices are manually generated by Galls team and are generally done bi-monthly or monthly depending on volume
- Statements are once a month
- All can be sent per customer’s choice of method to deliver

SORTING CAPABILITIES Only the downloadable reports for customized invoices or Billtrust (non-customized invoices) are sortable as they are in excel format. Invoices that are printed/faxed/emailed are in sales order # and then date completed.

PAYMENT METHODS Galls accepts ACH, checks and P-Card

MEASUREMENTS AND FITTINGS Galls will utilize our nationwide branch network and Branch Service Representatives to meet with participating members for sizing and fitting needs. Galls employees go through various trainings to ensure they are providing proper fit on uniforms, equipment and ballistic products.

QUALITY CONTROL Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Shipments go through multiple phases of auditing in our distribution center, from picking and embellishments, to packing and shipping. *In the event that order issues may occur we can employ an individual inspection on a random selection of orders. Galls confirms that we take no exceptions to the statement of work or the requirements within the request for proposal. We have provided our best pricing solution and capabilities to service the needs of the NCTCOG and their participating members. We look forward to building a lasting partnership if selected for award.

ONLINE UNIFORM PROGRAM “EQUIP” eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip allows customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eEquip will notify customers of any backordered items in real time during order placement.

Galls will work closely with our manufacturers to obtain products quickly in order to maintain a stock of necessary uniforms and equipment. The efficiencies gained by utilizing the Galls on-line solution results in real dollar savings beyond evaluating products at a line-item basis. By utilizing the eEquip system you are eliminating a lot of the hidden costs with managing your uniform program such as managing multiple suppliers. Time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device. By utilizing eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power.

Galls currently operates more than 15,000 eEquip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. Galls is more than capable of servicing all of your employees on eEquip. eEquip capabilities include:

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- Secure online ordering system
- Site only accessible by username/password as assigned by customers
- Contract pricing pre-loaded into each specific website.
- Mobile device capability
- Customer specific configuration
- Product offering management
- Integrated with Galls ERP system
- Flexible On-Demand Reporting

The Galls eEquip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eEquip system is a force multiplier for your agency that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to the NCTCOG and members. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to make sure it is catered to them. Please see the attached specification sheets that detail our eEquip program.

EMBROIDERY & TAILORING No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we are able to accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

David Scheve

NAME OF COMPANY:

Galls, LLC

DATE:

11/03/2021

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

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SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



**MASTER SERVICES AGREEMENT #2021-073
First Responder Uniforms, Accessories, and Services**

THIS MASTER SERVICES AGREEMENT (“Agreement”), effective the last date of signed approval (“Effective Date”), is entered into by and between the **North Central Texas Council of Governments (“NCTCOG”)**, a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**GT Distributors, Inc. (“Contractor”)
2545 Brockton Dr. Ste 100
P.O. Box 16080, Austin, TX
78761**

**ARTICLE I
RETENTION OF THE CONTRACTOR**

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **First Responder Uniforms, Accessories, and Services** (hereinafter, “Services”) to governmental entities participating in the North Texas SHARE program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2021-073 (hereinafter, “RFP”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

2.4 Pricing for items in Attachment 1 represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2021-073

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1.

2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on November 1, 2022 (the "**Term**"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to four (4) additional one (1) year terms through November 1, 2026.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

**ARTICLE IV
COMPENSATION**

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: North Texas SHARE
 PO Box 5888
 Arlington, TX 76005-5888
 Email: NorthTexasSHARE@nctcog.org

**ARTICLE V
SERVICE FEE**

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- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

**ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES**

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

REPRESENTATION AND WARRANTIES

Item 34.

7.1 Representations and Warranties. Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII**CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying

work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Craigan Johnson
(817) 695-9186
Bmoll@nctcog.org

If to Contractor: GT Distributors, Inc.
Attn: Greg Nebeker
2545 Brockton Dr. Ste 100
Austin, Texas 78761
(512) 451-8298
txbids@gtdist.com

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise,

even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

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Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such

Requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

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- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ADDITIONAL REQUIREMENTS

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- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation

(USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

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Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more

than thirty (30) days commencing on paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

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- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

**Attachment I
Pricing for SHARE**

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For First Responder Uniforms, Accessories, and Services, contractor shall quote participating SHARE Entities the rates and/or discount required for products and services specified by the RFP. Contractor's proposed catalog discount for uniforms and services are found below.

Percent Discount proposal for catalogue Brands for items not listed in this Tab:	Brand	% Discount off catalog
	Atlanco	37
	ASP	
	Blauer (Texas Retail Price List)	22
	5.11	25
	GT	
	Point Blank (Concealable)	
	Point Blank (Tactical Armour & Accessories)	
	Nardis	
	Safariland	
	Elbeco	31
	Under Armour	28
	Smith & Wesson	
	ESS	
	Blackhawk	
	Port Authority	28
	Custom Made Items	10
	Flying Cross	32
Any Additional Brands with Percent-Discounts offered for catalogues not listed above:	Brand	% Discount off catalog
	I Spiewak	20
	Tact Squad	22
	United Uniform	22
	Propper	16
	Liberty	29
	Horace Small	32
	Red Kap	32
	Dickies	15
	Gerber Outerwear	16
	First Tactical	22
	Alpha Broder	22

Alterations and Embroidery Pricing

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	Alteration	Classification Code	Unit Price	Extended Price
1	Alterations (shirts and pants)	ALT	N/A	
2	Sew on Patches	ALT	\$1.50	\$1.50
3	Screen Print	ALT	N/A	
4	Add loop to Patch 1 side	ALT- ADDL	\$3.00	\$3.00
5	Add Hard(Hook) Velcro to Back or Patch	ALT- ADDV	\$3.00	\$3.00
6	Add Front & Back Crease to Trousers	ALT- CRB	\$18.00	\$18.00
7	or Mylar	ALT- ST4	\$45.00	\$45.00
8	or Mylar	ALT- ST5	\$55.00	\$55.00
9	Alterations to Seat on Trousers	ALT- TS	\$15.00	\$15.00
10	Wording/Color/ETC	ALT-BADGE	\$12.00	\$12.00
11	Add Stripe to BDU Trouser	ALT-BDUST	\$20.00	\$20.00
12	Add Knife/FLSLT(Billy) PKT to Pan	ALT-BP	\$20.00	\$20.00
13	Direct Embroider 1 Line	ALT-DEMB1	\$6.00	\$6.00
14	Direct Embroider 2 Line	ALT-DEMB2	\$8.50	\$8.50
15	Direct Embroider 3 Line	ALT-DEMB3	\$10.00	\$10.00
16	Embroider Rank on Epaulet (pair)	ALT-EMBRANK	\$12.00	\$12.00
17	Heat Press on Added Material	ALT-HTMATL	\$10.00	\$10.00
18	Alter jacket-Patch Remove/Replace	ALT-JPRR	\$4.00	\$4.00
19	Embroider LOGO	ALT-LOGO	\$12.00	\$12.00
20	Mic Loop Added to Shirt 2"x1"	ALT-MIC	\$4.00	\$4.00
21	Alterations-Patch Sewn on Shirt	ALT-PAT	\$1.50	\$1.50
22	Patch Sewn on Jacket	ALT-PATJ	\$4.00	\$4.00
23	Heat Press REFL Silver 1 Line	ALT-REFSIL1	\$10.00	\$10.00
24	Heat Press REFL Silver 2 Line	ALT-REFSIL2	\$12.00	\$12.00
25	Remove Patch From Shirt	ALT-RPAT	\$1.50	\$1.50
26	Remove Patch From Jacket	ALT-RPATJ	\$4.00	\$4.00
27	Alterations 11 Buttons Added to Stock Garment	ALT-SB11	\$12.00	\$12.00
28	Alterations 13 Buttons Added to L/S Stock Shirt	ALT-SB13	\$14.00	\$14.00
29	Alterations 2 Metal Buttons Added	ALT-SB2	\$3.00	\$3.00
30	Alterations 4 Metal Buttons Added	ALT-SB4	\$4.00	\$4.00
31	Alterations 9 Buttons Added to Stock Garment	ALT-SB9	\$10.00	\$10.00
32	Sew-In Military Creases to Shirt	ALT-SC	\$15.00	\$15.00
33	Create Epaulet Multi Sewn/PR	ALT-SEPMSN	\$8.00	\$8.00
34	Create Epaulet 2 Color Piggy Back	ALT-SEPPB	\$10.00	\$10.00
35	Alter Shirt EMB Insig Ep/Collar	ALT-SINSGE/C	\$12.00	\$12.00
36	Alter Shirt Patch Remove/Replace	ALT-SPR/R	\$1.50	\$1.50
37	Alter Shirt Sleeve Length	ALT-SS	\$12.00	\$12.00
38	Alter Shirt SleTaper	ALT-SST	\$12.00	\$12.00
39	Alterations to Shirt (Taper Body)	ALT-ST	\$12.00	\$12.00
40	Alter Pant Add Stirrups/PR	ALT-STIRUPS	\$10.00	\$10.00
41	Make shoulder Straps Workable	ALT-SWE	\$10.00	\$10.00
42	Alter Remove Zipper From Shirt	ALT-SZR	\$12.00	\$12.00
43	Alter to Hem on Trousers	ALT-TH	\$10.00	\$10.00
44	Alter Pant Add Mohair/PR	ALT-TMOHAIR	\$14.00	\$14.00
45	Alter Trousers Taper Leg	ALT-TTR	\$15.00	\$15.00

46	Alterations to Waist on Trousers	ALT-TW	\$12.00	\$12.00
47	Alterations Pant Waist/Seat/Crotch	ALT-TWSC	\$15.00	\$15.00
48	Add Zipper to Shirt	ALT-ZIP	\$12.00	\$12.00

	Embroidery Options	Classification Code	Unit Price	Extended Price
1	Customizations-1 Line Direct Embroider		\$6.00	\$6.00
2	Customizations-2 Line Direct Embroider		\$8.50	\$8.50
3	Customizations-POLICE reflective screen print		\$10.00	\$10.00
4	Customizations-Embroidered name strip 1 line		\$4.00	\$4.00
5	Customizations-Embroidered Logo		\$12.00	\$12.00

Attachment 2
Texas Service Area Designation

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RFP 2021-073	Texas Service Area Designation or Identification		
Proposer Name:	G T DISTRIBUTORS, INC.		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas	Will not service the entire State of Texas	
	✓		
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

RFP 2021-073 **Nationwide Service Area Designation or Identification Form** Item 34.

Proposer Name: G T DISTRIBUTORS, INC.

Notes: **Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.**

Will service all Fifty (50) States	Will not service Fifty (50) States
	✓

If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States.

If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.

Item	State	Region/MSA/City	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		
21.	Massachusetts		

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22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas	ALL	✓
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

**Attachment 3
Guarantees of the Contractor**

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Indicate the services you are able to provide:

SERVICE	YES	NO
Uniform Alterations	✓	
Embroidery Services	✓	
Emblem Application/Sewing	✓	

How many trained personnel do you employ? 15

If you intend to offer alterations:

- Number of full time tailors: _____
- Number of full time seamstresses: 15

What is your web address (if you have one)? gtdist.com

List days and hours of operation. M-F 8:30-5:30

List your location(s), street address(es) where work will be performed. _____
2545 BROCKTON DR. STE 100, AUSTIN, TX 78758

Do you offer tiered pricing? If so, please list quantities required for each tier. _____
NO

Outline your product ordering (**online, phone, storefront**), processing and billing procedures
Departments may reach G T Dsistributors by phone, email, or walk-in service to place orders. We invoice once the items
are complete and ready to deliver, unless other payment arrangements are made in advance.

Outline your shipping, local delivery and/or pickup options. Our standard shipping carrier is FedEx, but orders
can also be arranged to be picked up at our Austin location if that is most convenient for the customer.

Outline your quality control procedures. G T Distributors production and order processing staff adhere to industry
standards for expected quality of work, consistency, and customer satisfaction.

Note: Respondent is not required to complete any questions that are not applicable to the services you are bidding.

If more space is needed, please add additional pages as necessary.

APPENDIX A

Item 34.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.


Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

GREG NEBEKER

NAME OF COMPANY:

G T DISTRIBUTORS, INC.

DATE:

11/03/2021

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

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SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



**MASTER SERVICES AGREEMENT #2021-073
First Responder Uniforms, Accessories, and Services**

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Impact Promotional Services, LLC (DBA Got You Covered Work Wear and Uniforms).
 (“**Contractor**”)
 1212 E. Lancaster Ave
 Fort Worth, TX 76102

**ARTICLE I
RETENTION OF THE CONTRACTOR**

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **First Responder Uniforms, Accessories, and Services** (hereinafter, “**Services**”) to governmental entities participating in the North Texas SHARE program (hereinafter “**Participating Entities**”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2021-073 (hereinafter, “**RFP**”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

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2.4 Pricing for items in Attachment 1 represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2021-073

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1.

2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on November 1, 2022 (the "**Term**"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to four (4) additional one (1) year terms through November 1, 2026.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: North Texas SHARE
PO Box 5888
Arlington, TX 76005-5888
Email: NorthTexasSHARE@nctcog.org

ARTICLE V
SERVICE FEE

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- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

REPRESENTATION AND WARRANTIES

Item 34.

7.1 Representations and Warranties. Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII**CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying

work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Craigan Johnson
(817) 695-9186
Bmoll@nctcog.org

If to Contractor: Impact Promotional Services
Attn: Rhonda Harvey
1212 E. Lancaster Ave
Fort Worth, TX 76102
(817) 336-0692
rhonda@gycuniforms.com

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise,

even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Item 34.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or

performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

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- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X**ADDITIONAL REQUIREMENTS**

Item 34.

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation

(USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

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Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more

than thirty (30) days subsequent to paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

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- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

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10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Impact Promotional Services, LLC.

Rhonda L Harvey 10/29/2021
Signature Date

Rhonda L Harvey
Printed Name

DocuSigned by: **North Central Texas Council of Governments**
Mike Eastland 11/5/2021
Signature Date
Michael Eastland
Executive Director

Attachment I
Pricing for SHARE

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For First Responder Uniforms, Accessories, and Services, contractor shall quote participating SHARE Entities the rates and/or discount required for products and services specified by the RFP. Contractor's proposed catalog discount for uniforms and services are found below.

**Percent Discount proposal
for catalogue Brands for
items not listed in this Tab:**

Brand	% Discount off catalog
Atlanco	15
ASP	10
Blauer (Texas Retail Price List)	15
5.11	15
GT	NA
Point Blank (Concealable)	35
Point Blank (Tactical Armour& Accessories)	35
Nardis	NA
Safariland	10
Elbeco	20
Under Armour	
Smith & Wesson	5
ESS	NA
Blackhawk	5
Port Authority	15
Custom Made Items	15
Flying Cross	NA

**Any Additional Brands with
Percent-Discounts offered for
catalogues not listed above:**

Brand	% Discount off catalog
HERO'S PRIDE	10
PREMIER EMBLEM	10
FIRST TACTICAL	15
PROPPER	15
THOROGOOD	15
SMITH & WARREN	10
VH BLACKINTON	10
LIBERTY	15
GERBER	15
SANMAR	10
HOPE UNIFORM	15
TACT SQUAD/UNITED UNIFORMS	15
DICKIES/WORKRITE/BULWORK/REDKAP/HORACE SMALL	15
HAIX USA	10
BIANCHI	10
ROTHCO	10
CONDOR	10
TAYLOR LEATHERS	10
MIDWAY CAP	10
KEYSTONE CAP	10
BAYLEY	10
SAMUEL BROOME	10
DUTYMAN	10
DANNER	10
EISMAN LUDMAR (ELC)	10
EDWARDS	10
ROCKY	10
STREAMLIGHT	10
EARPHONE CONNECT	10
LIGHTHOUSE	10
CREW BOSS	10

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BATES	10
JAY - P	10

ALTERATION SERVICES

Description of Alteration Service		Proposed Price Per Service	OR Percent Discount off of Service
Please fill-in based upon items listed on Exhibit B			
1	Dress Coat - Button Accommodation 4btn - Large Buttons	\$16.00	
2	Dress Coat - Button Accommodation 4btn - Small Buttons	\$8.00	
3	Dress Coat - Button Accommodation 9btn - Large Buttons	\$36.00	
4	Dress Coat - Add Extra Button		
5	Dress Coat - Open Liner / Sleeve	\$35.00	
6	Dress Coat - Cordedge		
7	Dress Coat - Patch Place / Remove	\$15.00	
8	Dress Coat - Shorten Coat	\$30.00	
9	Dress Coat - Add Toggles / Washers		
10	Dress Coat - Shorten / Lengthen Sleeves	\$22.00	
11	Dress Coat - Taper	\$37.00	
12	Dress Coat - Add 1 Sleeve Stripe	\$15.00	
13	Dress Coat - Add 2 Sleeve Stripes	\$20.00	
14	Dress Coat - Add 3 Sleeve Stripes	\$25.00	
15	Dress Coat - Add 4 Sleeve Stripes	\$30.00	
16	Dress Coat - Add 5 Sleeve Stripes	\$35.00	
17	Dress Coat - Custom Epaulets (pair)	\$23.00	
18			
19	Vest - Add Mic Hole - Per One Side	\$15.00	
20	Vest - Add 3 Rows Molle, Front Side	\$35.00	
21	Vest - Button Accomodation 10btn	\$20.00	
22			
23	Shirt - Add Mic Tab	\$5.00	
24	Shirt - Add Mic Hole - Per One Side	\$7.50	
25	Shirt - Button Accommodation 4btn - Small Buttons	\$8.00	
26	Shirt - Button Accommodation 9btn - Small Buttons	\$18.00	
27	Shirt - Functional Epaulets	\$12.50	
28	Shirt - Shorten / Lengthen Shirt Tail	\$25.00	
29	Shirt - Shorten Sleeves	\$17.00	
30	Shirt - Shorten Sleeves - Keep Reflective Stripe	\$42.00	
31	Shirt - Taper - Sides / Body Standard	\$20.00	
32	Shirt - Taper - Sides / Body Mesh	\$45.00	
33	Shirt - Taper - Sides / Body Tactical	\$65.00	
34	Shirt - Taper - Sleeves Standard	\$16.00	
35	Shirt - Taper - Sleeves Mesh	\$30.00	
36	Shirt - Add Military Creases	\$25.00	
37	Shirt - Patch Place or Removal	\$5.25	First 2 included at no charge per garment
38	Shirt - Maternity Conversion		
39	Shirt - Pocket Place or Remove (per pocket)	\$13.00	
40	Shirt - Zipper Replacement	\$25.00	
41	Shirt - Add Zipper (under buttons)	\$30.00	
42			
43	Pants - Hem - Boot Cut/Westpoint Hem	\$25.00	
44	Pants - Hem - Plain Bottom	\$0.00	included at no charge
45	Pants - Hem - Cuff	\$13.00	
46	Pants - Sew Down Pockets	\$11.00	
47	Pants - Hook and Eye Replacement	\$15.00	
48	Pants - Add Stripe	\$30.00	
49	Pants - Add Cordedge		custom request quoted
50	Pants - Take in Waist / Seat	\$25.00	
51	Pants - Taper - Full Taper - Above Knee	\$32.00	
52	Pants - Taper - Below Knee	\$24.00	
53	Pants - Taper - Tactical - Below Knee	\$48.00	
54	Pants - Taper - Tactical - Above Knee	\$64.00	
55	Pants - Zipper Replacement	\$30.00	
56	Pants - Add Zipper to Pant Leg	\$65.00	
57	Pants - Recut - With Waist	\$68.00	
58	Pants - Recut - Without Waist	\$43.00	
59	Pants - Recut - Without Waist Tactical	\$75.00	
60	Pants - Motor - Custom	\$250.00	

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61	Pants - Motor - Add Stirrups	\$17.00	
62			
63	Outerwear - Patch Place or Remove	\$8.00	
64	Outerwear - Add Reflective Stripe	\$120.00	custom request quoted
65	Outerwear - Zipper Replacement	\$125.00	
66	Outerwear - Add Elastic to Sleeves	\$25.00	
67			
68	Hat - Patch Place	\$5.25	
69			
70	Alterations - Seam Repair	\$15.00	
71	Alterations - Button Replacement / Reinforcement (per button)	\$5.00	
72			
73	Alterations - Velcro - 4 x 11 Back	\$15.00	
74	Alterations - Velcro - 4 x 4 Sleeve	\$9.00	
75	Alterations - Velcro - Nametape	\$11.00	

EMBROIDERY SERVICES

Description of Alteration Service Please fill-in based upon items listed on Exhibit B		Proposed Price Per Service	OR Percent Discount off of Service
1	direct single line embroidery	\$6.00	
2	direct double line embroidery	\$8.00	
3	basic logo (8500 stitch count or less)	\$8.50	
4	custom logo	\$1.00 per 1,000 stitch count	
5	digitization	\$50.00	
6	patch sample	\$65.00	
7	standard nametape	\$9.00	
8	standard nametape w/velcro	\$11.00	
9	heat press 3-3.5"	\$22.00	Non-reflective
10	heat press reflective	\$22.00	standard silver reflective
11	heat press black reflective	\$28.00	black reflective
12	screen print	quote by job	
13	cap logo	\$1.05 per 1,000 stitch count	
14	collar embroidery	\$11.00	
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

Attachment 2
Texas Service Area Designation

Item 34.

RFP 2021-073	Texas Service Area Designation or Identification		
Proposer Name:			
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas	Will not service the entire State of Texas	
	✓		
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

RFP 2021-073				Nationwide Service Area Designation or Identification Form			
Proposer Name:							
Notes:							
Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.							
Will service all Fifty (50) States				Will not service Fifty (50) States			
				✓			
<p>If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>							
Item	State	Region/MSA/City				Designated as a Service Area	
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas					✓	
5.	California						
6.	Colorado					✓	
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana					✓	
19.	Maine						
20.	Maryland						
21.	Massachusetts						

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22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		✓
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		✓
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

**Attachment 3
Guarantees of the Contractor**

Standard Lead Times:

Alterations Only: 10 Business days
Embroidery Only: 15 Business days

Embroidery and Alterations
Small Orders (Ex. FWPD Collar
Embroidery and Patches: 15 Business days

Embroidery and Alterations
Large Orders: 20 Business days

BULK Orders: 3-4 Weeks

Screen Print: 3 Weeks

New Patches/New Designs: Up to 6 Weeks total

Patch Orders: Minimum 3 Weeks

Badge Orders: 4-5 Weeks

Custom Nameplates: 4-5 Weeks

*Rushes available for New Hires, Funerals, and Repairs.

**Custom Items: 4-6 Weeks

Delivery Schedule:

South of DFW – Tuesday Weekly

North of DFW – Thursday Weekly

East of DFW – Wednesday Bi-Weekly

West Texas – Once Every 6-8 Weeks, 2-3 days

*Additional delivery schedules are added when required

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**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

Rhonda L Harvey

NAME OF AUTHORIZED PERSON:

Rhonda L Harvey

NAME OF COMPANY:

Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms

DATE:

10/29/2021

-OR-

SHARE/Impact Promotional Services MSA Police and First Responder Uniforms, Accessories, and Services.

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The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

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SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



STAFF REPORT

SUBJECT: Emergency Management Plan Update

DEPARTMENT: Fire

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Consider approval of the updated Emergency Management Plan.

BACKGROUND:

The Emergency Management Plan needs periodic updates with names and phone numbers. Stephenville's plan was updated in 2009.

FISCAL IMPACT SUMMARY:

None

ALTERNATIVES

Not approve the plan, however many State and Federal Grants are contingent on a current plan approved by the Governor's Office of Emergency Management.

Basic Plan

Primary Jurisdiction

City of Stephenville

Other Jurisdictions covered by this Plan

City	County	DDC	Region
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APPROVAL AND IMPLEMENTATION

This plan applies to all departments assigned emergency responsibilities in this plan, and to others as designated by the Emergency Manager

The Emergency Manager will provide guidance and direction in the conduct of emergency response and disaster recovery activities.

This plan is hereby approved for implementation and supersedes all previous editions.

Date Mayor

Date Robert Isbell

Record of Changes

This page is used to date and describe changes to this document, followed by the initials of the person who made the change.

Date	Description	Initials

doc. revision 03/01/2016

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Authority and Guidance

This section lists authorities and guidance that govern or inform the development and implementation of the City of Stephenville Emergency Management Plan.

State

- Constitution of the State of Texas
 - Health and Safety Code, Chapter 778 (Emergency Management Assistance Compact)
 - Executive Order of the Governor Relating to Emergency Management
 - Executive Order of the Governor Relating to the National Incident Management System
 - Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
 - The Texas Homeland Security Strategic Plan, Parts I and II, December 15, 2003
 - The Texas Homeland Security Strategic Plan, Part III, February 2004
 - Texas Government Code
- Chapter 418 Emergency Management
 - Chapter 421 Homeland Security
 - Chapter 433 State of Emergency
 - Chapter 791 Inter-local Cooperation Contracts

Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended
- Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
- Hazardous Waste Operations and Emergency Response, 29 CFR 1910.120
- Homeland Security Act of 2002
- Homeland Security Presidential Directive, HSPD-5, Management of Domestic Incidents
- Homeland Security Presidential Directive, HSPD-3, Homeland Security Advisory System
- Nuclear/Radiological Incident Annex of the National Response Framework
- Post-Katrina Emergency Management Reform Act (PKEMRA), 2006
- National Response Framework, January 2008
- Housing and Economic Recovery Act of 2008
- The National Security Strategy, May 2010
- Emergency Management and Assistance, Code of Federal Regulations, (CFR) 44
- Price-Anderson Amendments Act of 1988, Public Law 100-408, as amended
- Emergency Management Assistance Compact, Public Law 104-321
- National Incident Management System (NIMS), December 2008

Local

1. City Ordinance #1991-5, dated 04/02/1991
 2. Commissioner's Court Order #51, dated 02/12/1991
3. Inter-local Agreements & Contracts.

Overview

One of the most important functions of government is to protect its citizens, their property and their way of life. In Texas, elected officials and the governor are responsible for meeting dangers to the state and its people presented by emergencies or disasters. The Plan describes how this duty is discharged in response to emergency incidents and disaster.

Purpose

The purpose of the Plan is to outline our approach to emergency operations, and is applicable to City of Stephenville. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local VOADs, and other who may participate in our mitigation, preparedness, response, and recovery efforts to include the whole community.

Scope

The Plan is an all-hazards emergency operations plan that applies to emergencies and disasters within City of Stephenville and secondary jurisdictions as listed in the table below.

City	County	DDC
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The Plan describes the high-level responsibilities of City of Stephenville agencies and partners who have responsibilities within this plan and within the scope of mitigation, preparedness, response, and recovery.

Because Texas is committed to a whole-community preparedness approach, the Plan and those involved in emergency preparedness planning strive to meet the needs of all residents (or constituents), including people with access and functional needs.

The Plan is intended to provide guidance and is not prescriptive or comprehensive. Readers should use judgment and discretion to determine the most appropriate actions at the time of an incident.

Plan Organization

There are two parts to the Plan:

- Basic Plan
- Emergency Support Function Annexes

The State Plan is designed to integrate with other state agency or entity plans and annexes.

Component	Description
Basic Plan	Describes the City of Stephenville’s emergency management organization and a system of coordination.
Emergency Support Function (ESF) Annexes	Outline the objectives, policies, concepts of operations and responsibilities of City of Stephenville agencies relative to unique functional activities before, during and after disaster. These annexes may be augmented by other supporting plans.
Support Function Annexes	Describe essential supporting aspects that are common to all incidents and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.
Hazard-Specific Annexes	Address how City of Stephenville responds to specific types of incidents and may be referenced by other annexes. Hazard annexes may be augmented by other supporting plans.

Definitions and Terms

Acronyms

AAR	After Action Report
ARC	American Red Cross
BSOC	Border Security Operations Center
CFR	Code of Federal Regulations
CIS	Criminal Intelligence Service
COG	Council of Governments
DDC	Disaster District Committee
DHS	Department of Homeland Security
DSHS	Department of State Health Services
EMC	Emergency Management Coordinator
EOC	Emergency Operations or Operating Center
FAOC	FEMA Alternate Operations Center
FB	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
FOC	FEMA Operations Center
HazMat	Hazardous Material
HSIN-CI	Homeland Security Information Network – Critical Infrastructure
HSOC	Homeland Security Operations Center
HSPD-5	Homeland Security Presidential Directive 5 ;
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
JP	Justice of the Peace
JTTF	Joint Terrorism Task Force
ME	Medical Examiner
NOAA	National Oceanographic and Atmospheric Administration
NIMS	National Incident Management System
NRF	National Response Framework
NWS	National Weather Service
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SAR	Search and Rescue
SOPs	Standard Operating Procedures
SOC	State Operations Center
TAHC	Texas Animal Health Commission
TCEQ	Texas Commission on Environmental Quality
TDEM	Texas Division of Emergency Management
TEEX	Texas A&M Engineering Extension
TFS	Texas A&M Forest Service
TRRN	Texas Regional Resource Network
TSA	The Salvation Army
TxDOT	Texas Department of Transportation

Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
3. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control

coordinate necessary resources in an emergency situation.

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5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster ensuring the needs of the whole community are addressed.
6. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
 - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
 1. Involves a limited area and/or limited population.
 2. Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 3. Warning and public instructions are provided in the immediate area, not community-wide.
 4. One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
 5. May require limited external assistance from other local response agencies or contractors.
 6. For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
 - b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
 1. Involves a large area, significant population, or important facilities.
 2. May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 3. May require community-wide warning and public instructions.
 4. Requires a sizable multi-agency response operating under an incident commander.
 5. May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
 6. The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
 7. For the purposes of the NRF, an emergency (as defined by the Stafford Act) is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States."
 - c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
 1. Involves a large area, a sizable population, and/or important facilities.
 2. May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 3. Requires community-wide warning and public instructions.
 4. Requires a response by all local response agencies operating under one or more incident commanders.
 5. Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
 6. The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
 7. For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
 - d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are Incidents of National Significance.
7. Hazard Analysis. A document, published separately from this plan, that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
8. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, chemicals, and biological agents.

infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and solid waste substances.

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9. **Incident Action Plan.** An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of an incident during one or more operational periods.
10. **Inter-local agreements.** Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
11. **Stafford Act.** The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
12. **Standard Operating Procedures.** Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).

State and Local Alignment

The Plan complies with Homeland Security Presidential Directive 5 (HSPD-5) "Management of Domestic Incidents," Presidential Policy Directive 8 (PPD-8) "National Preparedness," the National Response Framework (NRF) and Executive Order RP 40, which mandates the adoption of the National Incident Management System (NIMS) as the "declared state standard for incident management." The Plan provides an all-hazards emergency planning framework that is informed by the State of Texas Emergency Operations Plans.

Situation

Population

City of Stephenville has a population of 21247 in 2021. This population figure is trending up. City of Stephenville has an estimated Functional and Access Needs population of 2,124.

Geography

The city of Stephenville has a total area of 11.89 square miles (30.8 km²), of which 11.89 square miles (30.8 km²) are land and 0.04 square miles (0.10 km²) is covered by water. Stephenville is served by three major US highways - [US Highway 377](#), [US Highway 281](#), and [US Highway 67](#) (which joins into US Hwy 377) and a railroad. The Bosque River runs through the city and is considered the longest branch of the North Bosque River. The climate in this area is characterized by hot, humid summers and generally mild to cool winters. Stephenville is considered to be in the Cross Timbers area of North Texas.

Hazard Analysis

Natural Hazards			
Hazard Type	Likelihood of Occurrence	Estimated Impact on Public Health and Safety	Estimated Impact on Property
Drought	Highly Likely	Moderate	Moderate
Earthquake	Unlikely	Limited	Limited
Flash Flooding	Occasional	Moderate	Major
Flooding (river or tidal)	Likely	Moderate	Major
Hurricane	Unlikely	Limited	Limited
Subsidence	Likely	Limited	Limited
Tornado	Likely	Major	Major
Wildfire	Occasional	Moderate	Moderate
Winter Storm	Occasional	Moderate	Moderate
Extreme Heat	Likely	Limited	Limited
Expansive Soils	Likely	Limited	Moderate
Technological Hazards			
Hazard Type	Likelihood of Occurrence	Estimated Impact on Public Health and Safety	Estimated Impact on Property
Dam Failure	Unlikely	Moderate	Moderate
Energy / Fuel Shortage	Occasional	Limited	Limited

Hazmat/Oil Spill (fixed site)	Likely	Major	Moderate	Item 35.
Hazmat/Oil Spill (transport)	Likely	Major	Major	
Major Structural Failure	Unlikely	Limited	Limited	
Nuclear Facility Incident	Unlikely	Limited	Limited	
Water System Failure	Occasional	Limited	Limited	
Security Hazards				
Hazard Type	Likelihood of Occurrence	Estimated Impact on Public Health and Safety	Estimated Impact on Property	
Civil Disorder	Occasional	Moderate	Moderate	
Enemy Military Attack	Unlikely	Limited	Limited	
Terrorism	Likely	Moderate	Moderate	
Test Unique Hazard				

Planning Assumptions

In Texas, planning assumptions are considered to be information accepted by planners as being true, in the absence of facts, in order to provide a planning framework. City of Stephenville planners have made the following assumptions in preparing the Basic Plan:

- Our jurisdiction will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.
- It is possible for a major disaster to occur at any time and at any place. In many cases dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
- Outside assistance will be available in most emergency situations, affecting our area of jurisdiction. Since it takes time to summon external aid, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
- Proper mitigation actions, such as floodplain management, and fire inspection, can prevent or reduce disaster related loss. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

Concept of Operations

Emergency management activities in the state of Texas vary significantly in type, size and complexity. This section outlines the general concept of operations for the City of Stephenville's planned response in support of the basic emergency response and initial recovery operations.

Objectives

Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency

tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response place.

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7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will

1. be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.

9. This plan, in accordance with the National Response Plan (NRP), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRP coordinating structures, processes, and protocols.

Emergency Management Coordination

Coordination of emergency management activities typically take place in a couple fixed structures, if not locations. The immediate incident is managed at the Incident Command Post (ICP), which may be established ad hoc, or may be a dedicated structure or unit.

In keeping with best practices, the presumptive Incident Commander is the first capable element on scene. Command may be transferred upon arrival of a higher ranked or better equipped element.

During an emergency, departments will retain administrative and policy control over their employees and equipment, though personnel and equipment will carry out mission assignments as directed by the IC.

Each department is responsible for maintaining their own procedures to be followed during such operations, which incorporate interagency procedures to facilitate coordinated effort.

The Emergency Operations Center (EOC) will have a location available on file and houses the parties responsible for emergency support functions, as well as entities that provide support for the both the ICP and the jurisdiction affected in preparedness, response, recovery, and mitigation as necessary.

The City of Stephenville EOC may be activated by:

1. Emergency Management Coordinator
2. City Manager
3. Assistant City Manager
4. Mayor

The EOC serves as an information and intelligence hub. Situation awareness is coordinated through the entities within the EOC, and disseminated to the elements in the field, as well as to neighboring jurisdictions, to elected officials, liaisons to the State of Texas, and to the State Operations Center. As may be deduced, the EOC serves as a form of communication hub as well, though an EOC will not replace the function of a dedicated dispatch or similar communications office.

The major contribution of the EOC to incident management is in resource support. As first responders are stretched thin and gaps form, the EOC manages the flow of logistical support to ensure that elements on the ground have the personnel and equipment needed to function. In addition, the EOC must ensure that the jurisdiction is not paralyzed by any given incident and that resources exist for the jurisdiction beyond the incident site.

The EOC, in their function providing information and guidance regarding an emergency, may handle considerations for mass care activities per ESF 6 and evacuations.

In the event that the EOC is impacted by an incident, an alternate is established at a dissociated location on file. This alternate facility is tested and maintained in accordance with best practices and per local policy/ordinance/SOP.

The City of Stephenville resource list is housed at and available as needed. This list may or may not be added to this basic plan as an addendum.

Note that the state and its jurisdictions rely on the National Incident Management System (NIMS) in planning, training, exercising for, and responding to emergencies and disasters.

In Texas, the initial response to emergencies and disasters is conducted by local jurisdictions working with city or county emergency management officials. A local government is expected to use its own resources and the resources available to it through mutual aid agreements before requesting assistance from the state. However, early communication and coordination is encouraged when additional resources needs can be anticipated.

If a jurisdiction's response resources are overwhelmed, imminently threatened or a local jurisdiction is anticipating a resource need, the jurisdiction may request aid from its local Disaster District Committee (DDC) ([Tex. Adm. Code § 7.24](#)). The DDC serves as clearinghouse for local emergency response support from state agencies and entities. The DDC, when it is activated, is also the liaison between the local jurisdictions and the State Operations Center (SOC).

Organization and Assignment of Responsibilities

This section describes the organization and responsibilities of stakeholders with key capabilities during emergency management preparedness, response and initial recovery.

Emergency Management Directors and Coordinators

In Texas, mayors and county judges serve as emergency management directors and bear the responsibility for maintaining an emergency management program within their jurisdictions ([Tex. Gov. Code § 418.1015](#)). This chief elected official is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations. A mayor or county judge may appoint an emergency management coordinator (EMC) to help discharge these duties.

The mayor or county judge may declare a local disaster, when there is an immediate threat, without the consent of either the city council or county commissioners, respectively. However, the declaration may last no longer than seven days unless continued by the city council or county commissioners.

Voluntary and Private Sector Organizations

Following is a description of various organizations that play a volunteer and vital role in Texas emergency management.

Councils of Governments

Regional Councils of Governments (COGs) are voluntary associations of local governments formed under Texas law ([Tex. Gov. Code Ch. 391](#)). COGs guide the unified development of a region, eliminate duplication and promote regional economies and efficiency. Specific to emergency management, COGs deal with preparedness planning needs that cross the boundaries of individual local governments or that require regional attention. Regional services offered by COGs may include the following:

- Planning and implementing regional homeland security strategies;
- Operating law enforcement training academies;
- Maintaining and improving 911 systems.

Regional Advisory Councils

Regional Advisory Councils (RAC) serve to develop, implement and monitor regional emergency medical services (EMS) trauma system and to facilitate trauma system networking within and among Trauma Service Areas (TSA). Membership in a RAC may include hospitals, physicians, nurses, EMS providers, rehabilitation facilities, dispatchers and community groups. RACs primary functions are to:

- Develop and implement a regional EMS/trauma system plan
- Provide public information and education about prevention of trauma and a trauma system
- Provide a forum for EMS providers and hospitals to address TSA issues
- Network with other RACs
- Document and report trauma system data

Voluntary Organizations Active in Disasters

Voluntary Organizations Active in Disasters (VOADs) are an important piece of Texas' emergency response plan. These organizations have the personnel and expertise to augment the state's capabilities or provide capabilities that the state does not have.

Business and Industry Partnerships

Business and industry partners play a key role before, during and after disasters. Texas businesses are involved in emergencies because large portions of Texas' infrastructure are privately owned. In addition large amounts of the hazardous materials moved within, or through, Texas, are handled by private industry. Business and industry partners must observe standards for the protection of critical infrastructure and develop individual continuity of operations plans. During disasters, many businesses may also work with the state and with VOADs to provide resources during incident response and recovery.

Federal Emergency Management Agency

The Federal Emergency Management Agency (FEMA) supports emergency management throughout the nation and in Texas by providing tools, resources and guidance to support Texas' emergency management coordination. When a disaster occurs that exceeds, or is anticipated to exceed, the state's resource capabilities, the federal government implements the National Response Framework (NRF) to access federal departments and agency capabilities, organize the federal response and ensure coordination with all response partners, FEMA Region VI and TDEM.

Readiness Levels

Many emergencies follow some recognizable build-up period, which allows for a similarly gradual increase in City of Stephenville's state of readiness. We utilize a 4 tier system. Readiness levels are determined by the Chief Elected Official or, in some circumstances, by the EMC. General actions taken at each level may be outlined herein or in the ESFs, while specific actions will be detailed in agency SOPs or general manuals.

The following Readiness Levels will be used to measure our alert posture:

Level 4: Normal Conditions

Incidents occur and officials are notified. One or more department agencies respond to handle the incident. An ICP may or may not be established. Limited assistance may be requested from other jurisdictions.

Normal operations of government are not impacted.

Level 3: Increased Readiness

A situation that presents a greater potential threat than "Normal Conditions", but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:

1. Tropical Weather: A tropical weather system has developed that may impact the local area. Readiness actions may include regular monitoring, a review of applicable plans and resource status, determining staff availability and placing personnel on standby.
2. Tornado Watch: There is a possibility that tornadoes may form. Readiness Actions may include situation monitoring and placing certain staff on alert.
3. Flash Flood Watch: Flash Flooding is possible due to heavy rains or anticipated heavy rains. Readiness actions may include increased situation monitoring, reconnaissance of areas susceptible to flood, and putting out signage.
4. Wildfire Threat: The conditions exist for wildfire. Readiness actions may include pre-positioning resources at at-risk areas, arranging for water tanker support, conducting aerial surveillance, and issuing burn bans.
5. Mass Gathering: A mass gathering may be taking place with the potential to become disruptive or dangerous. Readiness actions may include reviewing security procedures, traffic control SOP, fire protection and first aid planning and determining additional requirements.

Declaration of Level 3 will generally require the initiation of the "Increased Readiness" activities defined in each ESF as applicable.

Level 2: High Readiness

A situation with a significant potential and probability of causing loss of life and/or property exists. This condition normally requires some degree of warning to the public, if possible. Actions could be triggered by severe weather warnings issued by the National Weather Service such as:

1. Tropical Weather Threat: A tropical system may impact the area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst case decision points, increased preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.
2. Tornado Warning: Issued when a tornado has actually been sighted in the vicinity or indicated by radio, and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public.
3. Flash Flood Warning: Issued to alert persons that flash flooding is imminent or occurring in specific areas, and that immediate actions should be undertaken. Readiness Actions may include notifying the public about the warning, evacuating low lying areas, opening shelters to house evacuees, and continuous situation monitoring.
4. Mass Gathering: Civil disorder is occurring with large-scale localized violence, or is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.

Declaration of a Level 2 will generally require the initiation of the "High Readiness" activities identified

in each ESF as applicable.

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Level 1: Maximum Readiness

A situation exists wherein hazardous conditions are imminent. This condition denotes a greater sense of danger than associated with "Increased" or "High Readiness" events. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent or dire.

1. Tropical Weather Threat: The evacuation decision period is nearing for an approaching system that may impact the local area. Readiness actions may include continuous situation monitoring, full activation of the EOC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.
2. Tornado Warning: Tornado[es] has been sighted close to a populated area or approaching such. Readiness actions may include taking immediate shelter and placing Damage Assessment teams on standby.
3. Flash Flood Warning: Flooding is occurring or imminent. Readiness actions may include evacuation, rescue team alerting, sheltering evacuees and other displaced persons, and continuous monitoring.
4. Mass Gathering: Civil Disorder is about to erupt into large scale and widespread violence. Readiness actions may include having all EMS units on standby, all law enforcement present and active, notification to the DDC that assistance may be needed and to keep them apprised, and continuous monitoring.

Declaration of a "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each ESF as applicable.

Administration, Finance and Logistics

It is incumbent upon the City of Stephenville's agencies and partners to document and audit the flow of resources and personnel, as well as maintain standard operating procedures or general manuals that support and complement emergency functions that may arise during an emergency.

City of Stephenville maintains line of succession documentation within its component agencies' SOPs. Parties responsible for ESFs will have a line of succession drawn up for the primary responsible party attached within each ESF.

The line of succession for our is as follows:

- 1.
- 2.
- 3.

Agreements and Contracts

Should local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing wherever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.

In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are identified and are located/summarized at .

Agreements and contracts pertinent to emergency management that we are party to are summarized in.

Reports

If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See ESF 10, Oil Spill and Hazardous Materials Response, for more information. If the party for a reportable spill cannot be located, the Incident Commander shall ensure that the required reports are made.

An initial emergency report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from peer governments or the State. A format for the construction for such a report can be obtained through the Texas Division of Emergency Management. The agency/official responsible for the initial report shall be designated as Fire Department

Situation reports should be prepared and distributed daily by the EOC during disasters or major emergencies. A format for the construction for such a report can be obtained through the Texas Division of Emergency Management. The agency responsible for the development and distribution of the situation report shall be designated as Fire Department.

As soon as possible, all local jurisdictions should begin gathering initial damage estimates. These figures need not be exact, but are necessary to complete the Disaster Summary Outline (DSO) as a basis for obtaining a Presidential Disaster Declaration. Event-specific DSO pin numbers are provided through District Coordinators or the SOC. DSOs should be re-submitted as costs change or are better estimated.

Other reports will be addressed in appendices or attachments as needed.

Records

City of Stephenville is responsible for establishing administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard costs accounting procedures.

The ICP and EOC shall maintain accurate logs recording key response activities. These may include, but are not limited to:

- a. Activation or deactivation of emergency facilities
- b. Emergency notifications to other local governments and to state and federal agencies
- c. Significant changes to the emergent situation

- d. Major commitments of resources or requests for additional resources from external sources
- e. Issuance of protective action recommendations to the public
- f. Evacuations
- g. Casualties
- h. Containment or termination of the incident

All departments and agencies shall maintain records summarizing the use of personnel, equipment and supplies during the response as compared to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used in preparing future department or agency budgets.

For major emergencies or disasters all departments and agencies participating in the emergency response shall maintain detailed costs for emergency operations, to include:

- a. Personnel costs, especially overtime
- b. Equipment operations costs
- c. Costs for leased or rented equipment
- d. Costs for contract services to support emergency operations
- e. Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

In order to continue normal governmental operations following an emergency situation or disaster, vital records must be protected. These include legal documents as well as property and tax records. The principle causes to damage to such are fire and water, therefore these essential records must be protected accordingly. Each agency responsible for a given ESF will include protection of vital records within its SOP.

Should these records suffer damage, City of Stephenville will seek professional assistance to preserve and restore them.

Training

It will be the responsibility of each Mayor to ensure that agency personnel are, in accordance with NIMS, at the level of training, credentialing, fitness, and/or capability required for any positions they are tasked to fill.

Consumer Protection

Consumer complaints regarding alleged illegal business practices often occur in the aftermath of disaster. Such complaints will be referred to Mayor who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

Post Incident and Exercise Review

The Mayor is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

Disaster Assistance Requests

The governor is granted the authority, by [Tex. Gov. Code Ch. 418](#), to declare a state-level disaster. The presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board is designated as the emergency management director for the officer's political subdivision and serves as the

Governor's designated agent in the administration and supervision of duties under Chapter 418 ([Tex. Gov. Code §418.1015](#)). A local emergency management director may exercise the powers granted to the governor under this chapter on an appropriate local scale and may declare a local state of disaster. Item 35.

Local Disaster Declaration

The chief elected official of a jurisdiction may declare a local state of disaster for the following reasons:

- To exercise extraordinary powers
- To activate preparedness, response and recovery aspects of any and all applicable local emergency management plans
- To provide additional liability protection to government agencies and special or volunteer emergency workers
- To formally request general assistance from the state and federal governments

According to [Tex. Gov. Code Ch. 418](#), a declaration of local disaster may not be continued or renewed for a period of more than seven days except with the consent of the governing body of the political subdivision.

1. The chief elected official is responsible for approving and promulgating this plan.
2. The chief elected official shall determine the distribution of this plan.
 - a. The actual distribution list should be attached to this plan as an attachment.
3. The basic plan should have a schedule for review.
 - a. The EMC may establish this schedule
4. This plan must be updated every five years, and updated in the record of changes
5. An organization chart for the emergency management structure should be attached
6. An organization chart for the incident command structure should be attached
7. A cross-walk for ESFs and responsible entities should be attached
8. A page of ESF assignments should be attached.
9. The agreements and contracts noted above should be attached.
10. Reference material regarding NIMS should be attached.

Plan Development and Maintenance

This section describes the process by which this document is maintained and updated.

Development

Mayor is responsible for approving and promulgating this plan.

Distribution of Planning Documents

The Mayor shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should be set aside for the EOC and other emergency facilities, as well.

This plan includes a list (Attachment 1) that indicates who receives copies of this plan and the ESFs. In general, those who receive an ESF should receive this plan, as this plan outlines basic operations concepts and our emergency management organization.

Review

This plan and ESFs shall be reviewed annually by

- Doug Svien, Mayor
- Allen Barnes, City Manager
- Jason Kin, Asst. City Manager
- Jimmy Chew, Fire Chief/EMC
- Dan Harris, Police Chief
- Nick Williams, Director of Public Works

. The Mayor will establish a schedule for this annual review.

Update

This plan is to be updated based upon deficiencies identified during actual or simulated situations or emergencies and when changes in threat hazards, resources, capabilities, or government structure occur.

This plan must be revised or updated by formal change at least every five years. Responsibility for revising or updating this plan is assigned to Mayor. Responsibility for revising or updating the plan or ESFs is outlined in the Section titled Assignment of Responsibilities. For details on the methods of updating planning documents, refer to the Comprehensive Planning Guide or to the Texas Division of Emergency Management.

Revised documents will be provided to all entities tasked in those documents.

Section 418 of the Government Code provides that TDEM shall review local emergency management plans. The process for submitting new or updated planning documents is maintained by TDEM. The Mayor is responsible for submitting copies of planning documents to our local Disaster Coordinator or to TDEM directly.

Attachment 1: Distribution Lists

Example:

Jurisdiction/Agency	# of Digital Copies	# of Hard Copies

Attachment 2: References

US Department of Homeland Security, National Response Framework

FEMA, Comprehensive Planning Guide 101

Attachment 3: Organization Chart for Emergencies

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Attachment 4: ESF Responsibilities

S	= Support responsibility for this ESF
P	= Primary agency or entity for this ESF

Attachment 5: ESF Assignments

Emergency Support Function	Responsible Entity

Summary of Agreements and Contracts

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Item 35.

National Incident Management Summary

A. BACKGROUND

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
 - a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

1) FEATURES OF ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) Common Terminology. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
 - b) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be "typed" with respect to capability. This typing will minimize confusion and enhance interoperability.
 - c) Manageable Span of Control. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.
- e) Use of Position Titles. All ICS positions have distinct titles.
 - f) Reliance on an Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
 - g) Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
 - h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) UNIFIED COMMAND

- a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives.

Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) AREA COMMAND

a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.

b. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.

c. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS National Incident Management System Plan, dated March 2004.

2. Preparedness. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.

3. Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.

4. Communications and Information Management. Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.

5. Supporting Technologies. This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.

6. Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

Published by the Texas Division of Emergency Management, Preparedness Section.

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City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 1

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Emergency Management
- Stephenville ISD

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

A. Situation

1. In an incident the transportation of people, equipment, and supplies may have to be facilitated or restricted from areas at risk and in support of response and recovery activities. City of Stephenville has the ultimate responsibility for arranging for or providing the transportation needed to support emergency operations.
2. Accessible transportation may be needed to transport some functional and access needs groups, such as medical patients and prisoners.
3. Transportation infrastructure, such as roads, bridged, and rail, may sustain damage during incidents, transportation equipment may be damaged or isolated, and trained equipment operators may become disaster victims. This will result in the limiting of the means available to transport people and relief equipment and supplies, and creation of impediments in using transportation assets.
4. Some cargo may require MHE at the on-load point and delivery point. The availability of such equipment must be considered in transportation planning.

B. Assumptions

1. The primary mode of transportation for most people will be personally owned vehicles. Those who do not have vehicles must be provided transportation.
2. During an emergency City of Stephenville will use our own transportation resources and those available through mutual aid agreements to the extent available.
3. Agencies within City of Stephenville maintain SOPs regarding the detection and reporting of damages to transportation infrastructure.
4. If private transportation vendors are able to support emergency transportation requirements, City of Stephenville will continue to contract with those companies during an emergency.
5. School buses are the primary local transportation, we assume that Stephenville Independent School District will respond to requests for assistance from City of Stephenville during incidents.
6. City of Stephenville has procedures in place for the acquisition of equipment, if normal contracting means are insufficient.
7. Private entities, individuals or otherwise, may donate equipment or services or loan the same during incidents.
8. Transportation may be requested from DDC in [Local Disaster District Committee Office Location] when assets within City of Stephenville are insufficient.

Concept of Operations

- A. When carrying out emergency activities, immediate needs must be considered first, following by continuing requirements. Immediate transportation needs normally involve evacuation or other transportation of individuals from at-risk facilities, institutions, or the like. Continuing transportation needs usually involve the movement of equipment, supplies, and resources during operations.
- B. Emergency passenger transportation requirements will generally be satisfied with the following:
 1. Voluntary use of personal vehicles
 2. City of Stephenville owned vehicles [the jurisdiction should be able to remove this box if they possess no vehicles at all].
 3. School buses
 4. Leased or rented buses
 5. Passenger capable vehicles sourced through inter-local agreements
 6. Donated equipment or services
 7. Municipal or rural-transit system vehicles
 8. State owned or contracted vehicles
- C. Emergency cargo transportation will be satisfied with the following:

1. City of Stephenville owned vehicles
2. Commercial freight carriers
3. Leased or contracted equipment⁴
4. Cargo vehicles provisioned by inter-local agreements
5. Donated equipment

D. Institutional Facilities

1. Public schools are presumed to have access to resources necessary to move their students. Private schools and day cares, adult or otherwise, typically will not have similar resources, and may require assistance during incidents.
2. Hospitals, nursing homes, and prisons are considered unique, and have specialized transportation requirements. The given facility operator is responsible for securing suitable arrangements per their SOP. It is presumed that in the event that such planning is impacted by an incident, local or state government may be required to intervene.
3. Individuals with functional and access needs may need specialized transportation assistance, to include boarding assistance or assistance with securing transportation if unable to access general pick up points available to the public.
4. The IC may request transportation support, with authorization to make such requests extended, at the discretion of command, to individual departments or agencies that may require support to carry out emergency responsibilities detailed in this plan.
 - a. The Transportation Officer shall identify appropriate transportation resources to fill such requests, coordinating as necessary with the requester and transportation providers.
5. External support is expected to be provided as quickly as is feasible, consistent with priority of need and existing SOPs.

E. Relationships between levels of government

1. Federal
 - a. Coordination with Federal ESF #1 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.
2. Tribal
 - a. Communication with tribal government may occur through a liaison at the discretion of the tribe.
3. State
 - a. Coordination with the State ESF #1 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.
4. Local/Regional
 - a. Local and Regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations.

F. Activities by Phase of Emergency Management

1. Prevention
 - a. Maintain a current list of resources.
 - b. Identify potential needs that would result from various disasters.
 - c. Develop processes to preserve resources from known hazards through protection or relocation.
2. Preparedness
 - a. Determine possible needs and requirements for moving resources
 1. Assess capabilities in relation to these needs and address gaps
 - b. Establish agreements with other jurisdictions, agencies, and private entities where needed
 - c. Collaborate with departments and agencies to determine pick up points and routes for those who may require transportation assistance. Review functional and access needs facility's plans to ensure their transportation needs meet capabilities.
 - d. Exercise transportation resources and plans with the public and private sectors.
3. Response
 - a. Activate ESF #1 processes to coordinate requests for transportation.

- b. Respond to transportation requests
- c. Monitor resources and status, and identify potential resource gaps ahead of time
- d. Maintain records on use of resources.

4. Recovery

- a. Continue to coordinate transportation of resources as needed.
- b. Assess further needs and provide resources as needed or able.
- c. Provide for demobilization and return of resources, however obtained.

Organization and Assignment of Responsibilities

A. General

1. Our normal emergency organization or designated entity, described in the Basic Plan and depicted therein, shall carry out the function of providing transportation services during emergency incidents.
2. The Mayor shall provide policy guidance with respect to emergency transportation operations.
3. The Stephenville ISD representative shall serve as Transportation Officer and coordinate emergency transportation operations.

B. Task Assignments

1. The Transportation Officer will:
 - a. Identify available resources and maintain appropriate contact lists
 - b. Coordinate with applicable bodies regarding emergency use of assets and develop appropriate agreements and procedures for notifying appropriate officials of incidents.
 - c. Coordinate with emergency services to prioritize requirements for resources necessary for response and recovery operations.
 - d. Determine functional and access needs requirements, in collaboration with functional and access needs facilities.
 - e. Provide support with Evacuation planning (ESF #6 – Mass Care).
 1. Collaborate with Police Chief to determine potential routes for evacuation.
 - f. Coordinate pick up points and times.
 - g. Provide the PIO timely information on emergency transportation arrangements.
 - h. Coordinate with the Shelter Officer for transportation support for Mass Care operations.
2. All agencies with transportation assets will:
 - a. Provide current information on available resources to the Transportation Officer.
 - b. Provide the Transportation Officer with transportation requests received for action.
3. All agencies will:
 - a. Provide the Transportation Officer with transportation requests received for action.
4. Law Enforcement will:
 - a. Determine evacuation routes and provide traffic control.
 - b. Determine pick up points and staging areas, at the direction of the Transportation Officer.
5. The Shelter Officer will:
 - a. Identify and report transportation requirements to the Transportation Officer.
6. City of Stephenville ISD will:
 - a. Upon request by the Mayor provide buses and drivers to assist in incident operations.
7. The City of Stephenville Transit Authority will:

- a. Upon request by the Mayor provide buses and drivers to assist in emergency operations.

Direction and Control

A. General

1. The Mayor will provide policy guidance and priorities for transportation activities.
2. The Mayor will provide general direction to the Transportation Officer regarding transportation operations.
3. The Transportation Officer and staff will plan, coordinate, and execute transportation activities.
4. Such plans will provision for the transportation needs of any functional and access needs populations identified within the jurisdiction.
5. Information relayed to the public will ensure capabilities to deliver transportation information to:
 - a. Visually impaired populations
 - b. Hearing impaired populations
 - c. Non-English speaking populations
 - d. Special Facilities

B. Continuity of Government

1. Each department or agency with transportation responsibilities shall establish a line of succession for transportation personnel.

VII. Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

B. Security

Transportation security will be maintained in accordance with national, state, and local requirements.

C. Training

The Transportation Officer will ensure, in conjunction with Mayor, that all applicable personnel are trained in their emergency functions and operations.

Development and Maintenance

The Transportation Officer will, in conjunction with the Emergency Management Director or their designee, and

related support personnel, maintain responsibility for the development and maintenance of this ESF.

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The Transportation Officer, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible agencies.

References (Contributors)

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien

Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Stephenville Police Department, Dan Harris, Police Chief

Public Works

Public Works, Nick Williams

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

SUPPORTING DOCUMENTS [Jurisdictions may attach these documents rather than fill in a box]

1. Authorities
2. Agreements
3. Request Templates

Appendix I: Authority

This information can be found in the Basic Plan.

Appendix II: Agreements

[2021.09.23 MOU Emergency Management.pdf](#) (*If attached appended at the end of Document)

Appendix III: Templates

[Carg Transportation Request.docx](#)

[Passenger Transportation Request.docx](#)

[Passenger Transportation Request.docx](#) (*If attached appended at the end of Document)

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 2

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Emergency Management
- Fire Department
- Police Department

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. ESF #2 – Communications ensures the provision of communications to support county, state, and federal communications efforts. This ESF coordinates with communications assets available from county agencies, non-governmental agencies (NGOs), the telecommunications industry, state agencies, and the federal government.
- B. This document applies to and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- C. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an emergency/disaster of any type.

Purpose

A. Function

This support ESF provides information about our communications equipment and capabilities available during emergency operations. Our entire communications system is discussed and procedures for its use are outlined

B. Goal

Provide with a mechanism to manage communication operations during a disaster or event.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional communications response.
- b. Provide information to decision makers about communications procedures, capabilities and resources.
- c. Describe roles, responsibilities and actions that ensure communications resource availability during incident response.
- d. Describe local and regional communications interoperability, accessibility and redundancy.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

CATV	Cable TV
EAS	Emergency Alert System
EMP	Electromagnetic Pulse
FNARS	FEMA National Radio System
JIS	Joint Information System
LWP	Local Warning Point
NAWAS	National Warning System
RACES	Regional Amateur Civil Emergency Service
TEWAS	Texas Warning System
TLETS	TX Law Enforcement Telecommunication System
TRCIP	Texas Radio Communications Interoperability Plan

Definitions

1. Area Warning Center. Area Warning Centers disseminate national and state warning messages to a multi-county area of responsibility. The State's 36 Area Warning Centers are operated on a round-the-clock basis by the Department of Public Safety. Each center is equipped with a variety of primary and alternate telecommunications systems.

- 2. Texas Fusion Centers (TFC). The TFC is composed of three entities co-located in the DPS headquarters building. These entities include the SOC, The BSOC, and the Intelligence Center. The SOC and BSOC monitor and coordinate, as necessary, state emergency and border activities. The Intelligence Center, under the CIS of DPS, functions on a 24-hour basis to receive and respond to reports from the public and local, state, and federal law enforcement agencies. CIS commissioned officers and analysts from the CIS and federal agencies staff the Intelligence Center. When warranted, the Intelligence Center disseminates actionable intelligence and investigative leads to the CIS District Command staff and/or Regional JTTF and/or local law enforcement. The Intelligence Center also remains in communication with the DHS through several communications networks. The Director, Texas Office of Homeland Security, is apprised of any activity or threats potentially impacting the State of Texas.
- 3. TLETS. TLETS is a statewide telecommunications network connecting state and local law enforcement agencies and warning facilities. TLETS is the state warning network’s primary “hard copy” communications system.

Situations and Assumptions

A. Situation

- 1. A reliable and interoperable communications system is essential to obtain the most complete information on emergency situations and to direct and control our resources responding to those situations, as well as to warn the public of impending incidents.
- 2. This jurisdiction can expect to experience emergency situations that could threaten public health and safety and both private and public property and necessitate the implementation of protective actions for the public at risk.
- 3. The Dispatch/Communications Center is located at [356 N Belknap St, Stephenville, TX 76401, USA](#). It is staffed on a 24-hour basis by the Stephenville Police Department dispatcher. Equipment is available to provide communications necessary for emergency operations.

B. Assumptions

- 1. Timely warnings to the public of impending emergencies or those which have occurred may save lives, decrease injuries, and reduce some types of property damage.
- 2. Adequate communications are available for effective and efficient warning, response and recovery operations.
- 3. Electronic news media are the primary sources of emergency information for the public.
- 4. Additional communications equipment required for emergency operations may be supplemented by citizens, business, volunteer organizations, and/or other governmental entities.
- 5. Any number of natural or manmade hazards may neutralize or severely reduce the effectiveness of communications currently in place for emergency operations.
- 6. Some people directly threatened by a hazard may ignore, not hear, or not understand warnings issued.
- 7. Additional communications equipment required for emergency operations will be made available from citizens, business, volunteer organizations, and/or other governmental agencies.
- 8. Provisions exist for the possibility that either loses access or suffers disruption to communications equipment, or is called upon to assist neighboring jurisdictions in the event of similar.
- 9. Such agreements may or may not be attached to this document, or stored internally within .

V. Concept of Operations

- A. This ESF defines the operational concepts, strategies and responsibilities for local, regional and tribal communications and includes information on communications coordination, interoperability, restoration and resources.
- B. Communication networks and facilities include telephone, internet, email, facsimile, and radio facilities. To meet the increased communications needs during a disaster, state and regional entities, amateur radio

operators, business, industry and volunteer radio systems provide expanded communication capabilities needed. These capabilities are requested through local and regional mutual aid and or Disaster District Committee (DDC) as required.

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- C. The focal point of the warning function is the Local Warning Point (LWP), which operates around the clock. LWP is located at Stephenville Police Dept. 356 N. Belknap. The Emergency Management and/or Fire Department operates the LWP.
 1. The LWP receives warning of actual or potential emergency situations from a variety of sources, including federal and state agencies, the news media, private entities, and the public at large. The systems by which warnings may be received are listed herein:
 - a.
 - Internet:
 - Radio:
 - HSIN or other Information networks:
 - Private partners:
 - NWS
 2. The LWP will verify information, where necessary, and disseminate information to specific officials and departments.
 - a. Dependent upon circumstance, the LWP may be authorized to activate the local warning system and warn the public immediately.
 - b. In other situations, Police Department shall approve the activation of the warning system and determine appropriate instructions to accompany the warning before a warning may be disseminated.
 - c. Should the EOC be activated, it shall assume responsibility for formulating warning messages and public instructions, which may then be disseminated.
- D. During emergency operations, Police Department is the **lead entity** for emergency communications planning, warning, and coordination. The lead entity has significant responsibility, authority, capabilities and resources relative to this emergency support function or support function. In performing these responsibilities the lead entity follows the principles of the National Incident Management System (NIMS), Incident Command System (ICS) and, as necessary, Unified Command (UC).
- E. Relationships between levels of government
 1. Federal
 - a. Coordination with Federal ESF #2 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.
 2. Tribal
 - a. Communication with tribal government may occur through: Communications Manager, or Communications personnel.
 3. State
 - a. Coordination with the State ESF #2 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.
 4. Local/Regional
 - a. Local and Regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations.
- F. Activities by Phase of Emergency Management
 1. Prevention
 - a. Maintain a current technology based, reliable, interoperable, and sustainable communications system.
 - b. Ensure warning communications systems meet jurisdictional needs.
 - c. Establish an effective public warning system and appropriate SOPs. Ensure system expands with population and adopts new measures to reach segments of the population not well served by the current system.
 - d. Ensure intelligence and other vital information networks are operational.

- e. Ensure integrated communications procedures are in place to meet the needs and requirements.

2. Preparedness

- a. Test the Warning system regularly.
- b. Review and update this document.
- c. Develop communications procedures that are documented and implemented through communications operating instructions (to include connectivity with private-sector and NGOs).
- d. Thoroughly and continually review the system for improvement including the implementation and institutionalized use of information management technologies.
- e. Ensure communications requirements for Emergency Operations Center and potential JIC are regularly reviewed.
- f. Review AARs of actual events and exercises and other sources of information for lessons learned.
- g. Ensure the integration of mitigation plans and actions into all phases of emergency management as applicable.
- h. Acquire, test, and maintain communications equipment.
- i. Ensure replacement parts for communications systems are available and make arrangement for rapid resupply in the event of an emergency.
- j. Train personnel on appropriate equipment and communication procedures as necessary.
- k. Conduct periodic communications drills and make communications a major element during all exercises.
- l. Review assignment of all personnel.
- m. Review emergency notification list of key officials and department heads.
- n. Provide Police Department with a list of circuit restoration priorities for essential government systems.

3. Response

- a. Select communications personnel required for emergency operations according to the incident.
- b. Incident communications will follow ICS standards and will be managed by the IC using a common communications plan and an incident-based communications center.
- c. All incident management entities will make use of common language during emergency communications. This will reduce confusion when multiple agencies or entities are involved in an incident.
- d. Ensure emergency equipment repair on a 24-hour basis.
- e. Initiate warning procedures as prepared, if required.
- f. Discontinue warnings when no longer required.

4. Recovery

- a. All activities in each emergency phase will continue until such time as emergency communications are no longer required.
- b. Advise public of termination of emergency incident.

Organization and Assignment of Responsibilities

A. General

1. Our emergency communications system is operated by the Stephenville Police Department and includes a variety of government-owned and operated equipment as well as equipment owned and operated by certain volunteer groups. The departments, agencies, and groups that are part of our communications system are listed in Section VIII.

2. The Police Chief will ensure that warning information received at our warning point, the Dispatch/Communications Center, is disseminated to the jurisdiction's officials and, where appropriate, the public. The responsibility of ensuring the communications system is operational and incorporates all available resources rests with the F18R22%%, who may appoint a Communications Coordinator to carry out this task.

B. Task Assignments

1. Police Chief will:
 - a. Be responsible for all activities enumerated in this support function in Section V.B, Activities by Phases of Emergency Management.
 - b. Supervise the Communications Coordinator.
2. Communications Coordinator will:
 - a. Coordinate common communications procedures.
 - b. Develop and maintain a communications resource inventory (See Emergency Support function, Resource Support).
 - c. Ensure a communications capability exists between the Dispatch/Communications Center of the Stephenville Police Department and the Emergency Operations Center to include coordination with the telephone company for installation of dedicated telephone lines into the Dispatch/Communications Center and/or EOC.
 - d. Ensure that the local telephone company is forwarded a list of circuit restoration priorities.
 - e. Ensure procedures are in place for dissemination of message traffic.
 - f. Coordinate the inclusion of business/industry and amateur radio operators into the communications network.
 - g. Develop and maintain SOPs to include message-handling procedures and recall rosters for essential personnel.
3. Radio Operators will be:
 - a. Responsible for proper use and maintenance of the equipment and for correct message handling procedures, including routing of all incoming messages and logging all incoming and out-going messages.
4. Switchboard Operators will be:
 - a. Responsible for proper screening and routing of all incoming telephone calls.

VII. Direction and Control

A. General

1. The Communications Coordinator will oversee the provision of communications services during emergency situations.
2. In the initial states of an emergency incident, the LWP will, within the limits of authority delegated to it, determine if a warning needs to be issued and formulate a warning, and disseminate it.
3. Special populations and facilities will be warned of incidents that pose risk to public safety, life, and property by available methods to include:
 - a. Visually impaired:
 - Voice communication devices such as telephone ore pre-recorded messages .
 - Code Red Alert
 - b. Hearing impaired:
 - TTY based telecommunications relay service.
 - Nexil
 - Code Red Alert
 - Social Media
 - c. Non-English speaking:
 - Language Line: interpreting and translation service.
 - Onsite language interpreters
 - Telephone language interpreting apps.
 - d. Special Facilities:
 - Direct line or emergency contact phone numbers.
 - Texting.

- Email
- Code Red Alerts
- Social Media
- Nixel

B. Continuity of Government

1. Each department or agency with communications responsibilities shall establish a line of succession for communications personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by .

B. Communications Protection

1. Radio
 - a. Electromagnetic Pulse (EMP)

One of the effects of a nuclear detonation that is particularly damaging to radio equipment is EMP. Plans call for the disconnection of radios from antennas and power source when an Attack Warning is issued. A portable radio unit will then be employed as a backup to maintain limited communications with field units. This procedure will be used until an All Clear is announced. Telephones will also be used while operable.

- b. Lightning, Wind, and Blast
 1. Standard lightning protection is used including arrestors and the use of emergency power during severe weather.
 2. Damaged antennas can be quickly replaced with spare units kept in reserve.
 3. Mobile repeaters kept in reserve can be quickly positioned at predetermined locations to resume radio communications in the event of damage to radio towers.

2. Telephone (Common Carrier)
 - a. Overloaded Circuits

To avoid overloaded circuits during emergencies, citizens will be advised to listen to EAS for information and to use telephones only if they have a genuine emergency. If overloaded circuits do become a problem, coordinate with the Telephone Company to begin immediate restoration of priority circuits.

- b. Emergency Service

During major emergencies, a direct line to the . Telephone Office is activated in the EOC for emergency service calls.

3. Computer Equipment and Facilities

The physical protection of computer equipment and facilities will be maintained under normal and emergency operations to help ensure continuity of communications.

C. Security

1. Measures will be taken to ensure that only authorized personnel will have access to the Dispatch/Communications Center.
2. Communications security will be maintained in accordance with national, state, and local requirements.

D. Training

1. The Police Chief will provide additional training on emergency communications equipment and procedures necessary.

X. Development and Maintenance

The Communications Coordinator will, in conjunction with the Emergency Management Coordinator, Emergency Management Director, and related support personnel, maintain responsibility for the development and maintenance of this ESF.

The Communications Coordinator, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible agencies.

XI. References

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, [Public Works Chief Title]

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

SUPPORTING DOCUMENTS [Jurisdictions may attach these documents rather than fill in a box]

1. Authorities
2. Common Communications SOP
3. Communications Restoration Guide
4. Amateur Radio Support Agreement
5. Receiving Warnings
6. Outdoor Warning Siren Map

Appendix I: Authorities

This information can be found in the Basic Plan

Appendix III: Communications Restoration Guide

[UTILITY RESTORATION PRIORITIES FOR CRITICAL FACILITIES.docx](#) (*If attached appended at the end of Document)

Appendix IV: Amateur Radio Agreement

(*If attached appended at the end of Document)

Appendix V: Receive Warnings

may receive warnings of actual emergencies or incidents, or the threat of such, from the following:

1. National and State Warning Systems

- a. NAWAS is a 24-hour national multi-line telephone warning system linking federal agencies and the states that is used to disseminate civil emergency warnings. NAWAS is a voice communications system operated by FEMA under DHS and controlled from the FOC in Washington D.C., as well as the FAOC in Olney, Maryland. NAWAS disseminates three types of warnings to state and local governments:

- i. Attack Warnings
- ii. Fallout Warnings
- iii. Natural and Technological Emergency Warnings

Warnings from the FOC or FAOC are coordinated with the HSOC and related through the FEMA Regional Communications Center in Denton, TX to the State Warning Point. The State Warning Point further disseminates the warnings through TEWAS. The FNARS serves as a backup for NAWAS.

- b. TEWAS is a state level extension of NAWAS. It consists of a dedicated telephone warning system linking the State Warning Point at the SOC with the Area Warning Centers located in DPS offices around the State of Texas, and with seven NWS offices in Texas.
- i. The State Warning Point relays national warnings received on NAWAS to Area Warning Center using TEWAS. Area Warning Centers will disseminate warnings they receive to LWPs via teletype messages on TLETS. Warnings may be disseminated by telephone or radio to those LWPs cannot be reached by TLETS.
 - ii. TEWAS may also be used by the SOC to disseminate warning messages from the Governor or other key officials to specific regions of the state.
- c. HSIN-CI is an unclassified network which may immediately provide the HSOC with one-stop 24/7 access to a broad spectrum of industries, agencies, and critical infrastructure across the public and private sectors.
- d. Texas AMBER Alert Network is a coordinated emergency alert program that disseminates information about abducted children. It serves as an early special purpose warning system available for use by law enforcement to alert the public when a child has been kidnapped and the police believe the child is in danger.

2. NWS Weather Products, such as weather warning messages, are issued by the NWS Weather Forecast Offices and various specialized centers, such as the NWS River Forecast Center.

- a. NWS disseminates weather forecasts, watches, and warnings via the NOAA Weather Wire Service, which is a satellite communications system that broadcasts to specialized receiver terminals. In Texas, NWS weather products, such as watches and warnings, are transmitted by Weather Wire to the SOC. The SOC, as the State Warning Point, sends these weather messages to appropriate Area Warning Centers and Local Warning Points by TLETS. Among the weather messages that are provided are:
- i. Flood and flash flood watches and warnings
 - ii. Severe weather watches and warnings
 - iii. Tornado watches and warnings
 - iv. Tropical weather watches and warnings

Many local radio and TV stations subscribe to the NOAA Weather Wire Service and have installed terminals to receive weather products directly from the NWS.

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- b. NOAA Weather Radio is received by .
 - c. Emergency Manager Wireless Information Network weather information is broadcast via satellite. does have a terminal to receive such.
 - d. has not contracted to provide electronic weather information.
3. EAS is intended to provide a means for government to provide emergency warning and instructions to the public. may receive EAS messages that contain warning information broadcast by:
 - a. Federal Authorities or Agencies
 - b. State Government
 - c. Other local governments
 4. Civil emergency warnings issued through NAWAS may also be disseminated through EAS. Incoming EAS messages may be received on commercial radio or television stations monitored by local officials (or on the EAS recorder/decoder located at N/A.
 5. State Government issues, from time to time, warnings through the SOC to local governments in specific regions of the state. For example, an advisory may be issued to inland regions along major evacuation routes when large scale evacuations begin in coastal regions due to hurricanes. Warnings issued by the SOC are typically sent via TLETS to LWPs and Area Warning Centers.
 6. Local Officials may provide warning of emergency situations they have discovered or that have been reported to their departments and have been confirmed. Such situations should be reported to the LWP through any available means of communication.
 7. Business/Industry that suffer a major fire, explosion, HazMat spill, or other emergency situation that may pose a threat to public health and safety, public, or private property have a general duty to notify local officials of such occurrences. Such notifications are usually made through 9-1-1. Companies reporting incidents that may pose a risk to the public are expected to recommend to local government appropriate actions to protect people and property.
 8. Specialized government agencies may deliver specific warnings related to their field.
 9. Citizens may provide warning of an emergency, usually by calling 9-1-1. It is always advisable to confirm information on emergency situations reported this way before issuing public warnings.

Appendix VI: Outdoor Warning Map

[Outdoor Warning Siren Map.pdf](#) (*If attached appended at the end of Document)

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 3

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Public Works

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. ESF #3 – Public Works and Engineering addresses the agencies that provide response and recovery for local and county public works/engineering following an incident. There is no single organization that has oversight over all varieties of public works/engineering assistance that may be required following a disaster. In general, the City of Stephenville Public Works will serve as the lead agency for this ESF. All support agencies for ESF #3 may be required to report individually on their emergency missions when activated by City of Stephenville EOC or IC.
- B. This document applies to City of Stephenville and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- C. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an incident of any type.
- D. ESF #3 may be involved in any of, but not limited to, the following activities:
 - a. Damage Assessment
 - b. Technical Advice or Liaison
 - c. Demolition/stabilization projects
 - d. Inspection
 - e. Evaluation
 - f. Contracting
 - g. Reconnaissance
 - h. Emergency Repair
 - i. Temporary or permanent construction
 - j. Debris Removal
 - k. Emergency Supply and Support for Public Works/Engineering

Purpose

A. Function

This support ESF outlines our concept of operations and organizational arrangements to accomplish coordinated public works and engineering activities during incidents.

B. Goal

Provide City of Stephenville with a mechanism to manage public works/engineering operations during an incident.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional public works/engineering operations.
- b. Provide information to decision makers about public works/engineering procedures, capabilities and resources.
- c. Describe roles, responsibilities and actions that ensure public works/engineering resource availability during incident response.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Terms

1. **Debris Clearance** involved the clearing of debris by pushing debris to the roadside.
2. **Debris Disposal** involves placing mixed debris and/or debris residue of debris volume reduction operations into an approved landfill.
3. **Debris Removal** involves the debris collection and transport to a temporary storage site for sorting and/or volume reduction or to a permanent disposal site. Debris removal also includes damaged structure demolition and removal.

Situations and Assumptions

A. Situation

1. An incident in City of Stephenville may threaten public health, safety, and property. Such an incident may require emergency public works and engineering services.

B. Assumptions

1. Utilizing public works and engineering personnel during pre-disaster operations should minimize disaster damage. Advance preparation of resources should hasten restoration and recovery efforts.
2. Local departments and agencies responsible for the public works/engineering function may not have sufficient resources to remove debris created by a major emergency or disaster, as well as accomplish other recovery tasks.
3. Public works and engineering departments and agencies are expected to accomplish expedient repair and restoration of essential services and vital facilities. Dependent on the scale of the operation(s), major reconstruction initiatives will likely require contracted assistance. Large scale debris and/or HazMat operations, however, will require outside assistance.
4. Private construction firms, engineering firms, and equipment rental contractors have staff and equipment resources that may be contracted to carry out public works and engineering activities during incidents. However, local government may have to compete with businesses and individuals seeking those resources for repairs or rebuilding.
5. Assistance may be available through inter-local agreements or contingency contracts. Some types of incidents, due to their large geographic footprint, may cause difficulty in obtaining assistance from normal sources.
6. Damage to chemical plants, power lines, sewer and water distribution systems, and secondary hazards may result in risks to health and safety. These risks could also impede public works and engineering projects.
7. Alternate disposal methods and facilities may be needed as landfills or waste disposal facilities prove insufficient to deal with large quantities of debris. Special consideration must be made if the debris has been contaminated with chemicals or petroleum products.
8. If local capabilities prove insufficient, state and/or federal resources will be available to assist in debris removal or restoration of essential services.

V. Concept of Operations

- A. The general public works and engineering tasks to be performed include, but may not be limited to, the following:
 - a. Take actions to protect facilities and resources prior to the onset of hazardous conditions, if able.
 - b. Provide heavy equipment support for search and rescue operations.

- c. Conduct damage assessment surveys of public facilities, roads, bridges, and other infrastructure.
 - d. Inspect damaged structures.
 - e. Clear debris from roadways and make repairs to reopen transportation arteries.
 - f. Make expedient repairs to essential public facilities to restore operations or protect them from further damage.
 - g. Remove debris from public property and manage debris disposal operations for public and private property.
 - h. Assist in controlling public access to hazardous areas.
- B. Public works and engineering resources may be used to engage in protective action in anticipation of a slow building or predicted situation. Such action may include placing protective levees or removing vital equipment. ESF #3 elements are expected to identify buildings and other infrastructure that will benefit from protective measures and, in coordination with the departments or agencies that occupy those buildings, carry out protective measures.
- If time permits, ESF #3 elements are also expected to take action in advance of an emergency situation to preserve response and recovery capabilities by protecting vital equipment and supplies, either in place or by relocating them to a safe location. It is desirable for agencies to enter into advanced agreements with other agencies or jurisdictions to ensure the safety and security of vital equipment and resources.
- C. Heavy equipment support will be used for search and rescue, in particular for search operations in collapsed buildings.
- D. ESF #3 departments will lead preliminary damage assessments of public buildings, homes, businesses, roads, bridges, and other infrastructure following a disaster. Such procedures are outlined in ESF #14 – Recovery. ESF #3 personnel shall inspect damaged structures. Inspections are conducted to identify unsafe structures and, if necessary, take actions to restrict entry and occupancy until the structure can be made safe.

Damaged buildings posing an immediate threat to public health and safety should be appropriately posted to restrict access pending repair or demolition.

- E. See Appendix 2 for Debris Removal concepts and procedures.
- F. ESF #3 staff is expected to make timely temporary repairs to infrastructure deemed essential to emergency response and recovery operations. Building contents should be removed or restricted until the restoration process is complete. Personnel should coordinate with building occupants to determine which areas have the highest priority for protection.
- Hazardous situations may result in damage to computers holding vital records and/or to hard copy records themselves. When such records are damaged, it is imperative to secure professional technical assistance for restoration as soon as feasible.

It is normally impractical to restore buildings sustaining major damage during the emergency response phase. Major repairs will normally be postponed until recovery operations commence and will typically be performed by contracted personnel.

G. Relationships between levels of government

1. Federal

- a. Coordination with Federal ESF #3 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.

2. Tribal

- a. Coordination with Tribal ESF #3 may occur through a designated liaison of a given tribe at the discretion of the tribe

3. State

- a. Coordination with the State ESF #3 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.

4. Local/Regional

- a. Local and Regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations.

1. Prevention

- a. Identify vulnerabilities of existing infrastructure to known hazards and take steps to mitigate the same.
- b. Reduce vulnerability of new facilities to known hazards through proper design and site selection.
- c. Develop plans to protect infrastructure and equipment from known hazards.
- d. Install emergency generators in key facilities and maintain portable generators to meet unexpected needs.
 1. Agencies that maintain possession of generators should have procedures for testing and maintenance in their SOPs.

2. Preparedness

- a. Ensure infrastructure and equipment are in good repair.
- b. Ensure personnel are trained to standard.
- c. Stockpile materials needed to protect and repair infrastructure.
- d. Develop priorities for road clearance.
- e. Maintain an adequate supply of road barricades and temporary fencing.
- f. Maintain current maps.
- g. Review plans, predict potential emergency staffing needs, and make tentative emergency task assignments.
- h. Establish and train damage survey teams.
- i. Execute contingency contracts for emergency equipment and services with local contractors and execute agreements with private entities to borrow equipment.
- j. Ensure SOPs allow for or support accomplishment of ESF objectives.
- k. Ensure provision of fuel for vehicles and generators.

3. Response

- a. If possible, protect key facilities and equipment.
- b. Survey areas affected by hazard, assess damage, and determine need and priority for expedient repair or protection to prevent further damage.
 1. Report damage assessments to EOC.
- c. Upon request, provide heavy equipment support for SAR operations.
- d. Clear roads of debris.
- e. Inspect damaged buildings to determine if they are safe for occupancy.
- f. Remove debris from public property and manage disposal of same.
- g. Repair key facilities and equipment as needed, if possible.
- h. Coordinate with Energy and Utilities staff to arrange for emergency electrical service, if needed, to support emergency operations.
- i. Assist
 - City of Stephenville (Water/Sewer)
 - Atmos Energy (Natural Gas)
 - Oncore Electric (Electricity)in making emergency repairs to public utility systems, as needed.
- j. Restrict access to hazardous areas upon request.

4. Recovery

- a. Repair or contract repair to infrastructure.

- b. Support community clean-up efforts, as necessary.
- c. Participate in compiling estimates for damages, response costs, and recovery costs.
- d. Participate in post-incident review of procedures and make necessary improvements.

Organization and Assignment of Responsibilities

A. General

1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted therein, shall carry out the function of providing public works and engineering services during emergency incidents, in accordance with NIMS/NRF protocols.
2. The Mayor shall provide policy guidance with respect to emergency public works/engineering operations.

B. Task Assignments

1. The Public Works Director shall serve as the Public Works Officer during emergencies and will:
 - a. Coordinate pre-incident programs to reduce vulnerability of local facilities and other infrastructure to known hazards.
 - b. Manage ESF #3 during incidents in accordance with NIMS.
 - c. Oversee restoration of key facilities and systems, as well as debris removal.
 - d. Develop and implement procedures to ensure coordination between various local agencies that perform ESF #3 functions.
 - e. Identify contractors who can provide heavy and specialized equipment support during incidents as well as private entities that may be willing to lend equipment to local government following an emergency.
2. Public Works/Engineering Departments and City of Stephenville will:
 - a. Carry out pre-disaster protective actions for impending hazards, including identifying possible facilities for debris storage and reduction.
 - b. Conduct damage assessments after a disaster.
 - c. Repair and protect infrastructure.
 - d. Execute debris clearance and removal.
 - e. Negotiate inter-local agreements for ESF #3, with the assistance of Mayor.
 - f. Maintain stockpiles of disaster supplies.
3. The will:
 - a. Develop damage assessment procedures and provide training for damage survey teams.
 - b. Provide engineering services and advice to the IC and EOC staff.
 - c. Assist in conducting damage assessments in the aftermath of an incident.
 - d. Safeguard vital engineering records.
4. Texas Department of Transportation; City of Stephenville Street Dept. will:
 - a. Maintain reasonable stockpiles of emergency paving materials.
 - b. Make emergency repairs to City of Stephenville transportation and drainage infrastructure.
 - c. Supervise debris clearance from public right-of-way and support debris removal operations.
 - d. Emplace barricades where needed for safety.
 - e. Provide personnel and equipment to aid SAR as needed.
 - f. Provide heavy equipment support for protective actions taken prior to and during response recovery operations.
 - g. Assist in repairs to public utilities and drainage systems.
5. The Public Works Office will:
 - a. Collect and dispose of refuse.
 - b. Support ESF #3 operations with available resources.
6. Public Works Director will:
 - a. Support damage assessment operations.
 - b. Determine if access to damaged structures should be restricted or if they should be condemned.

demolished.

- c. Inspect expedient shelter and mass care facilities for safety.

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7. Public Works Director will:

- a. Assess damage to recreation areas and facilities, and assist in assessing damage to other facilities.
- b. Provide resources for ESF #3 operations.
- c. Upon request, establish and staff a facility to sort and catalog property removed from damaged public facilities.

VII. Direction and Control

A. General

1. The Mayor will provide policy guidance and priorities, pursuant to NIMS, and approve requests for state or federal resources, as needed.
2. The IC will manage ESF #3 emergency resources committed to an incident site and shall be assisted by a staff commensurate with the tasks to be performed and resources committed to the operation.
 - a. If the EOC is not activated, the IC may request additional resources from local departments and agencies.
 - b. The IC may also request authorized officials activate mutual aid agreements or emergency response contracts to obtain additional resources.
3. The EOC will be activated for significant incidents. When the EOC is activated the Public Works Officer will manage ESF #3 from the EOC. The IC shall coordinate resource requests through the Public Works Officer.
4. The Public Works Officer will respond to mission priorities established by the IC or the EOC, City Manager, Incident Commander, direct ESF #3 resources to accomplish specific tasks and coordinate task assignments to achieve overall
5. The Public Works Officer will identify sources from which needed resources can be obtained during an emergency and coordinate with the Resource Manager to originate emergency procurement or to obtain such resources by lease, rental, borrowing, donation, or other means.
6. A major incident may produce substantial damage and debris requiring extended recovery operations. In such incidents, it may be necessary to establish a Debris Task Force to manage removal and disposal of the debris.
7. Normal supervisors of public works and engineering personnel participating in emergency operations will exercise their usual supervisory responsibilities over assigned personnel, subject to NIMS span of control guidelines.
 - a. Organized crews from other jurisdictions will normally operate under their normal direct supervisor.
 - b. Individual volunteers will be supervised by their crew or team.

B. Continuity of Government

1. Each department or agency with transportation responsibilities shall establish a line of succession for ESF #3 personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville. .

B. Communications Protection

1. The Public Works Officer shall ensure that all ESF #3 agencies and support test and maintain an interoperable communications network.

C. Reporting

1. ESF #3 should provide appropriate situation reports to the IC or EOC.

D. Training

1. The Public Works Officer will ensure, in conjunction with Mayor, that all applicable personnel are trained in their emergency functions and operations.

Development and Maintenance

The Public Works Officer will, in conjunction with the Emergency Management Director or designee, and related support personnel, maintain responsibility for the development and maintenance of this ESF.

The Public Works Officer, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible agencies.

XI. References

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, Director of Public Works

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

SUPPORTING DOCUMENTS [Jurisdictions may attach these documents rather than fill in a box]

Appendix 1

1. Objectives

The objectives of debris management in the aftermath of an emergency are to:

- A. Reopen roads and provide access to facilities that provide essential government and population support services.
- B. Remove debris from public property.
- C. Assist citizens in removing debris from private property.
- D. Reduce the volume of debris going to disposal facilities to extend the life of those facilities and reduce costs.
- E. Ensure hazardous materials are segregated from other debris and properly disposed of.

2. Explanation of Terms

- A. Debris is the remains of things destroyed or damaged as a result of natural or technological disasters. Disaster debris may include yard waste, building materials, household items, personal property, hazardous household products, batteries, automobiles, boats, hazardous chemicals, spoiled food, dead animals, and other materials. Some types of debris pose a threat to health, safety, and the environment.
- B. Categorization of Debris. There are a variety of schemes for categorizing debris. In this appendix, the following categorization is used:
 1. Burnable Materials, which include:
 - a. Burnable Natural Debris – generally trees, shrubs, and vegetation
 - b. Burnable Construction and Demolition (C&D) Debris – wooden structural members and other wood products such as roof decking, siding, doors
 - C. Non-burnable Debris – plastic, glass, metal, sheet rock, roofing shingles, carpet, tires, treated lumber, bricks, concrete, soil, and similar items. Household waste is a type of non-burnable debris.
 - D. Hazardous Debris – industrial and household hazardous waste, paint, materials containing asbestos, batteries, petroleum products, agricultural chemicals, dead animals, and similar products.

3. Situation & Assumptions

- A. Situation
 1. The type and quantity of debris generated by an emergency situation is a function of the type of event, the location of impact, and the magnitude, intensity, and duration.
 2. The quantity and type of debris generated, its location, and the size of the area over which it is spread affect the choice of removal and disposal methods, the costs incurred in doing so, and the time it will take to accomplish the task.
- B. Assumptions
 1. Emergency situations requiring debris removal may occur at any time.
 2. Local government may have insufficient resources to remove debris created by a major emergency or disaster and accomplish other recovery tasks.
 3. If local debris removal capabilities are insufficient, the chief elected official may issue a local disaster declaration and request State assistance in debris removal. If the local emergency situation is of such magnitude that the Governor requests a Presidential Disaster Declaration and such a declaration is approved, federal resources could become available.
 4. For major emergencies or disasters, private contractors may be needed to collect, reduce the volume of, and dispose of debris.
 5. Citizens should assist in removing debris from the immediate area of their homes and businesses, but will generally need government assistance in removing it for disposal.
 6. Citizens are often willing to help their neighbors in removing debris. Proper public information can encourage such cooperative action, speeding up the process and reducing costs.

4. Concept of Operations

- A. Phased Approach. Debris management shall be conducted in phases, including:
 1. Phase 1 - Emergency Roadway Clearance
 - a. Following a disaster, the top priority is to clear major roads and routes providing access to key population support facilities such as hospitals, to allow for the movement of emergency vehicles, resumption of critical services, and damage assessment. Emergency roadway clearance also facilitates the deployment of external response elements and delivery of emergency equipment and supplies. In initial roadway debris clearance, debris is normally pushed to the side of the road with no attempt to remove or dispose of it.
 - b. Local government is responsible for clearing city streets, county roads, and their rights of way. The Texas Department of Transportation (TxDOT) is responsible for clearing state and federal highways and the rights of way for such highways along with debris disposal resulting from the clearing process.
 - c. In this phase, crews equipped with chain saws will generally be required to cut up downed trees and heavy equipment will be needed to move the remains. If possible, heavy equipment used for moving debris should be equipped with protective cabs and

personnel should wear protective equipment. Fire hydrants, driveway cutouts, and valves should be left unobstructed. Item 35.

- d. Electrical systems are often damaged by the same hazards that create substantial debris, public works and engineering crews may need to coordinate their efforts to remove debris with utility crews.
2. Phase 2 – Debris Removal and Disposal
 - a. Debris Removal from Public Property.
 1. In the aftermath of a disaster, it may be necessary to remove debris from a variety of public property, including:
 - a. Roads and rights of way.
 - b. Government buildings, grounds, and parking lots.
 - c. Parks and recreation facilities.
 - d. Storm drainage systems and reservoirs.
 2. If the emergency situation resulted in a Presidential Disaster Declaration, the expense of debris removal from public property may be partially reimbursed by the federal government if the debris must be removed to:
 - a. Eliminate immediate threats to life, public health and safety.
 - b. Eliminate immediate threats of significant damage to improved public or private property.
 - c. Ensure economic recovery of the affected community.

Large-scale debris removal and disposal operations can be extremely costly. It is vital to determine if federal assistance will be provided and the rules that apply to such assistance before commencing debris removal operations. See the DEM *Texas Disaster Recovery Manual* for further information.
 - d.
 3. State law provides that state resources may not be used to clear or remove debris from local public property unless the local government presents the State an unconditional authorization for removal.
 - b. Debris Removal from Private Property.
 1. Debris removal from private property, including demolishing condemned structures, is generally the responsibility of the property owner, and the cost may be wholly or partly covered by insurance. If there has been a Presidential Disaster Declaration and debris on private property is so widespread that public health, safety, or the economic recovery is threatened, local government may be partially reimbursed for the cost of debris removal from private property. Local government normally has responsibility for picking up and disposing of debris from private property placed at the curb and bears the cost of that effort.
 2. When the Governor has issued a disaster declaration for an emergency situation, § 418.023 of the Government Code law provides that state resources may be used to remove debris from private property. As a general rule, the property owner must authorize removal of debris, grant unrestricted access, and indemnify the state against any claim resulting from the removal. As the Executive Order of the Governor Relating to Emergency Management provides that county judges and mayors who have issued a local disaster declaration may exercise the emergency powers of the Governor on an appropriate local scale, local governments may remove debris from private property subject to the same conditions cited above. Attachment 1 to this appendix provides a sample Debris Removal Access Agreement that should be used to meet statutory requirements.
- B. Preparation for Debris Removal

Considerable time and labor can be saved in the debris removal process by sorting debris from public property and encouraging the public to sort debris from private property before it is picked up. A proactive public outreach program should advise the public of the actions they can take to facilitate pickup, including:

 1. Sorting debris into categories – burnable natural debris, burnable construction and demolition debris, non-burnable debris, and potentially hazardous debris.
 2. Placing sorted debris piles at curbside.
 3. Keeping debris off roadways and away from fire hydrants and utility valves.
 4. Disposing of household waste in normal refuse containers.
- C. Estimating the Amount of Debris

In determining the means to be used to remove and dispose of debris, it is essential that local officials have a reasonable estimate of the amount of debris that must be removed and eventually disposed of. Attachment 3 to this appendix provides a methodology that may be used to estimate the amount of debris that must be removed.
- D. Determining Debris Removal Strategy
 1. After an estimate of the amount of debris that needs to be removed is made, option

- removing the debris should be evaluated in terms of their cost and timeliness.
2. The general strategies for debris removal and processing are:
 - a. Removal and processing of debris by local government.
 1. Advantages:
 - Direct government control.
 2. Disadvantages:
 - Normally requires diversion of significant government resources from regular functions and makes them unavailable for other recovery tasks.
 - Speed of debris removal may be constrained by the government equipment and personnel available.
 - Local government may lack specialized equipment and skills needed to carry out all aspects of debris removal.
 - b. Removal and processing of debris by contractors.
 1. Advantages
 - Speed of debris removal may be increased by contracting for additional resources.
 - If local contractors are used, may provide local economic benefit.
 2. Disadvantages:
 - Requires detailed contracts.
 - Requires extensive oversight and inspection.
 - c. Removal and processing of debris by a combination of local government and contractors.
 3. If contractors are used, the disaster area should be divided into geographic sectors for control purposes and bids solicited based on the estimated quantity of debris in each sector. In defining sectors, it is desirable to group properties of like type, construction, and with similar vegetation together. This will also facilitate estimating the quantity of debris that needs to be removed.
 4. Debris may be removed by one-time collection of all debris at each property or using multiple passes to collect different types of material that have been pre-sorted by the property owner.
- E. Establishing Temporary Debris Storage and Reduction (TDSR) Facilities.
1. The effective disposal of large quantities of disaster debris requires that suitable temporary storage and volume reduction facilities be established. Such facilities hold debris until it can be sorted, reduced in volume, and dispatched to an appropriate disposal facility. Sorting and volume reduction can significantly reduce the costs of disposing of debris and prevent potentially serious environmental problems.
 2. Sorting. TDSR facilities sort debris and send it to the most appropriate facility for treatment or disposal. Sorting is needed to separate burnable from non-burnable materials and segregate hazardous products for disposal at authorized facilities and identify debris that can be burned, chipped or ground, recycled, or simply disposed of at a landfill without treatment.
 3. The volume of debris can be greatly reduced by a variety of methods, including:
 - a. Incineration. This method includes open burning, use of air curtain pit incineration (trench burners), or use of portable air curtain incinerators. Incineration of burnable debris typically reduces its volume by 95 percent.
 - b. Chipping and grinding. Chipping and grinding is appropriate for clean, woody debris and typically reduces its volume by 75 percent. However, chipping and grinding normally costs as much as incineration and unless the resulting mulch can be disposed of without cost or at a profit, local government may incur additional costs to have the residual material hauled to a landfill.
 - c. Recycling. Recycling debris may present an opportunity to reduce the overall cost of disposal. Metals, lumber, and soil are the most likely candidates for recycling. Before local government attempts to operate a recycling operation, it is essential to determine if there is, in fact, a market for the materials sorted out in the recycling process; otherwise the output may simply have to be hauled to a landfill. Specialized contractors may be willing to undertake recycling, particularly if it involves large amounts of well sorted debris.
 4. Site Selection
 - a. Criteria pertinent to selecting TDSR facilities are:
 1. Preferably government owned.
 2. Large enough to accommodate a storage area, a sorting area, and volume reduction operations area(s).
 3. Reasonable proximity to disaster areas and debris disposal sites.
 4. Good road access.
 5. Not in a residential area or in the vicinity of schools, churches, or other facilities with concentrations of population.
 6. Not in an environmentally sensitive area, such as wetlands or a water well field.
 - b. Local landfills and possible local sites for TDSR facilities are described in Attachment

this appendix. The selection of specific sites to be used for TDSR facilities will be made by a team of local, state, and, where appropriate, federal personnel, familiar with the local area and the specific environmental regulations governing such facilities. Attachment 3 to this appendix provides methods for determining space requirements for TDSR sites and estimating the quantity of debris that must be disposed of after processing.

F. Public Information and Instructions

1. In the aftermath of an emergency situation, the Public Information staff should provide the public detailed information on debris removal and disposal plans and procedures. Providing appropriate instructions to the public concerning debris removal can significantly reduce the time and costs involved. Public information on debris removal must start as soon as possible after the disaster – before people start moving and stacking large amounts of debris.
2. Public instructions should encourage citizens to:
 - a. Assist their neighbors, particularly the elderly or infirm, in removing debris.
 - b. Move debris to curbside for pickup.
 - c. Separate debris into the categories determined by local officials.
 - d. Keep debris piles away from fire hydrant and utility valves.
3. Public information should keep citizens advised of:
 - a. Debris pickup schedules and the system of pickup, if various types of debris will be picked up on different days.
 - b. Self-help disposal guidelines for citizens and businesses that wish to haul their own debris to a debris storage area or landfill.
4. The normal methods of public information dissemination through the media should be used to provide information to the public. If loss of electric power has occurred, extra effort must be made to reach those without power using door hangers, flyers, signs, and, if necessary, door-to-door outreach.

G. Regulatory Issues and Technical Assistance

1. The Texas Commission on Environmental Quality (TCEQ) regulates the disposal of waste, including hazardous waste. TCEQ also issues emergency permits for debris incineration. Hence, the advice and assistance of TCEQ should be obtained in developing and implementing plans for debris disposal.
2. The Texas Department of State Health Services (DSHS) is the state agency responsible for ensuring food safety. The assistance of DSHS should be sought when there are questions regarding the safety of foodstuffs in damaged retail stores, warehouses, and processing facilities. DSHS has the authority to condemn unsafe foodstuffs so that they can be disposed of.
3. The Texas Animal Health Commission (TAHC) can provide advice and assistance regarding the disposition of dead animals. TAHC may also help identify stray live animals so they can be returned to their owners.

5. Organization

A. Phase 1 - Emergency Roadway Clearance

During Phase 1, our normal emergency organization as outlined in the Section VI.A of the Basic Plan and this annex should coordinate debris clearance operations. Debris clearance will normally be managed from the EOC. However, if debris is localized, an incident command operation may be established at the incident site to manage debris clearance.

B. Phase 2 - Debris Removal and Disposal

1. For small-scale debris removal and disposal operations, our normal emergency organization as outlined in the Basic Plan and this annex may coordinate debris removal and disposal.
2. For major emergencies or disasters that result in large volumes of debris, removal and disposal may have to continue for an extended period. For these situations, a Debris Management Task Force, consisting of personnel from those departments and agencies having the required expertise, shall be formed to manage debris removal and disposal operations. The Task Force should be comprised of personnel to perform the following functions:
 - a. Operations: Plan debris removal and processing, manage the use of government resources, and monitor the use of contract resources committed to the task.
 - b. Contracting & Procurement: Develop contracts for services and/or equipment, obtain bids, and award contracts.
 - c. Legal: Contract review, manage authorizations for debris removal, and prepare legal documents for building condemnation and land acquisition.
 - d. Administration: Provide supply, administrative, and accounting support.
 - e. Engineering: Damage assessment, develop scopes of work and specifications for contracts, and prepare cost estimates.
 - f. Public Information: Provide information and instructions relating to debris removal.

the public.

It may be desirable to organize the Debris Management Task Force as an ICS operation under an Incident Commander.

- 3. If the government uses its own resources to remove debris, the primary role of the operations staff is to plan and supervise debris removal. If contractors will be removing debris, then the primary role of the operations staff is to monitor contractor work and ensure contract provisions are followed.

6. Task Assignments

- A. Phase 1 - Emergency Roadway Clearance

Task assignments shall be as stated in Section VI.B of this annex.

- B. Phase 2 - Debris Removal and Disposal Phase

Task assignments shall be determined by the Debris Management Task Force leader. General tasks of the various components of the Task Force are described in the Chapter 3 of the *FEMA Debris Management Guide* (FEMA-325).

Attachment 1

Debris Removal Access Agreement

I/We _____, the owner(s) of the property
 commonly identified as _____,
 (street address)
 _____, _____, State of Texas
 (city/town) (county)

do hereby grant and give freely and without coercion, the right of access and entry to said property to the County/City of _____, its agencies, contractors, and subcontractors thereof, for the purpose of removing and cleaning any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this agreement is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City/County of _____, State of Texas, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waiver any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have _____, have not _____)(will _____, will not _____) received any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this _____ day of _____ 20__.

Owner

Owner

Telephone No. Address

Witness

Attachment 2**Landfills
&
Potential Temporary Debris Storage and Reduction (TDSR) Sites****1. Landfills**

- a. Name:
 - 1) Address:
 - 2) Operated by:
 - 3) Estimated capacity remaining (cubic yards):
 - 4) Estimated daily processing capacity:
 - 5) Normal operating schedule:
 - 6) Restrictions:
 - 7) Fees:
 - 8) Other Factors:

- b. Name:
 - 1) Address:
 - 2) Operated by:
 - 3) Estimated capacity remaining (cubic yards):
 - 4) Estimated daily processing capacity:
 - 5) Normal operating schedule:
 - 6) Restrictions:
 - 7) Fees:
 - 8) Other Factors:

2. Possible TDSR Facilities

- a. Name:
 - 1) Address:
 - 2) Owner:
 - 3) Site size (acres):
 - 4) Fenced?
 - 5) Road access:
 - 6) Neighbors:
 - 7) Environmental concerns:

- b. Name:
 - 1) Address:
 - 2) Owner:
 - 3) Site size (acres):
 - 4) Fenced?
 - 5) Road access:
 - 6) Neighbors:
 - 7) Environmental concerns:

Attachment 3

Debris Estimation

This attachment contains the following tabs:

1. Tab A – Estimating Debris Quantity.

This tab includes two worksheets (Worksheet 1 and Worksheet 2) which outline a methodology that can be used to estimate the quantity of debris produced by a disaster. The methodology allows the user to estimate the debris in various geographic areas (sectors) and then sum the amount of debris in each sector to determine the overall volume of debris that must be dealt with. The sectors developed in this process can be used in operational planning and contracting. To the extent possible, sectors should be drawn to encompass areas with buildings of similar construction and vegetative cover.

The methodology in this tab should not be used for hurricane debris; use the methodology in Tab E instead.

2. Tab B – Estimating Debris Removal Time. This tab includes two worksheets (Worksheet 3 and Worksheet 4). The worksheets provide a methodology that can be used to estimate the time in days that it will take to remove specific quantities of debris given a known set of hauling resources and a reasonable estimate of the cycle time for those resources (time spent in pickup, hauling, unloading, and, waiting on one trip).
3. Tab C – Estimating Debris Disposal Quantity. Worksheet 5 outlines a method to determine the volume of debris that will have to be disposed of after sorting and volume reduction, given information on the composition of debris that must be disposed of. To utilize this methodology, you must remove a sample of debris in each sector and sort it to determine the characteristics of the debris from that sector. If the sample of debris is not representative of debris in the sector, this method will be inaccurate.
4. Tab D – Estimating Requirements for Debris Processing. Worksheet 6 can be used to estimate how much space will be required for temporary debris storage and reduction facilities. This worksheet is based on a US Army Corps of Engineers methodology.
5. Tab E – Estimating Hurricane Debris Quantity. Worksheet 7 can be used to estimate the quantity of debris produced by a hurricane. This worksheet is based on US Army Corps of Engineers methodology.

Tab A

ESTIMATING DEBRIS QUANTITY

Complete a separate Worksheet 1 for each Sector.
 Transfer results from each Worksheet 1 to Worksheet 2.
 CF = cubic feet & CY = cubic yards

Use Tab E for Estimating Hurricane Debris

WORKSHEET 1				
Sector:				
Description:		N = Number	M = Multiplier	CY = (N x M)
A. Homes (1800-2000 square feet)		100	300	30000
B. Mobile Homes		130	80	10400



C. Other Buildings	L = Length/ft	W = Width/ft	H = Height/ft	CF = (L x W x H)	CY = (CF/27) x.33
Apex Center	250	60	10	150000	1833
Anchor Fire Station	100	100	12	120000	1467
Teasdale School	125	100	10	125000	1527
<u>Subtotal [sum the right column]</u>					4827

D. Debris Piles	L = Length/ft	W = Width/ft	H = Height/ft	CF = (L x W x H)	CY (CF/27)
Crystal Creek @ Compton	150	8	4	4800	177
Hungry Hollow Bridge	80	20	8	12800	474
Willow Road @ Newton	100	16	5	8000	296
<u>Subtotal [sum the right column]</u>					947

WORKSHEET 2	Sector A	Sector B	Sector C	Sector D
<i>Debris Volume Estimate (cubic yards/CY)</i>				
A. Homes [from Worksheet 1]	30000	4200		
B. Mobile Homes [from Worksheet 1]	10400	2400		
C. Other Buildings [from Worksheet 1]	4827	1021		
SD = Structural debris (A + B + C)	45227	7621		
V = Vegetation Multiplier [see note]	1.3	1.1		
ST = Subtotal (SD x V)	58795	8383		
D. Debris Piles [from Worksheet 1]	947	1200		
E. SV = Sector Volume (ST + D)	59742	9583		
TOTAL [add entries in row E above]	69325			

Note:

V= Vegetative Multiplier:	<u>Vegetative Cover</u>	<u>V =</u>
	None	1
	Light	1.1
	Medium	1.3
	Heavy	1.5

**Tab B
ESTIMATING DEBRIS REMOVAL TIME**

Worksheets 3 and 4 may be used to estimate the time it will take to remove a quantity of debris given information on the quantity and capacity of the hauling resources available and estimates of the cycle time for those resources. Cycle time is the time it takes a cargo truck to complete a round trip. Cycle time is computed by adding the time it takes to load a truck, the round-trip travel time between the loading point and the off-load point, unloading time, and any unproductive waiting time. This methodology will be most accurate if you use times observed during actual operations, not theoretical numbers.

WORKSHEET 3	Sector A	Sector B	Sector C	Sector D
A. Debris to be Removed in cubic yards (CY) from Worksheet 2 or 7	59742	9583		
<i>Removal Cycle (all times in hours)</i>				
B. Estimated loading time	.2	.2		
C. Estimated travel time (roundtrip)	.4	.6		
D. Estimated unload time	.1	.1		
E. Estimated waiting time	.1	.1		
F. Cycle time (B+C+D+E)	.8	1.0		
G. Daily work period	7.5	7.5		
H. Cycles per day (G / F)	9	7		
<i>Removal Time</i>				
I. Capacity (CY) per cycle [Worksheet 4]	136	136		
J. Capacity (CY) per day [H x I]	1224	952		
K. Days to Clear Sector [A / J]	48.8	10.0		
L. Days to Clear All Sectors [add entries in Row K above]	58.8			

WORKSHEET 4	A. Truck Capacity (CY)	B. Units Available	C. Group Capacity (AxB)
<i>Equipment</i>			
Dump Truck, Light	6	4	24
Dump Truck, Medium	8	4	32
Dump Truck, Heavy	10	8	80
Capacity Per Cycle (CY) [sum the right column]			136

Note: In estimating units available, it is essential to consider that some equipment may not operationally ready each day. Hence, an out-of-service factor based on local experience should be applied to obtain a realistic estimate of equipment available for use on a daily basis.

Tab C
ESTIMATING DEBRIS DISPOSAL QUANTITY

Worksheet 5 provides a method of estimating the volume of debris that will have to be disposed of after volume reduction. It requires taking a **sample of the debris in each sector** to determine the percent of burnable debris (B below), the percent of burnable C&D debris (C below), the percent of non-burnable debris (D below) broken down by recyclable materials (D-1) and other material (D-2), and the percent of hazardous debris. In taking a sample, it is desirable to include debris from at least 10 properties.

Worksheet 5	Sector 1	Sector 2	Sector 3	Sector 4
<i>Sample Debris Characteristics</i>				
A. Debris volume [from Worksheet 2]	59742	9583		
B. % Burnable Natural Debris	.30	.40		
C. % Burnable C&D Debris	.32	.28		
D. % Non-Burnable Debris	.35	.32		
D-1. Potentially Recyclable	.07	.10		
D-2. Landfill	.28	.20		
E. % Hazardous Debris	.03	.02		
<i>Disposal Volume (cubic yards)</i>				
F. Burnable Natural Debris <u>(A x B)</u>	17922	3833		
F-1. Amount to be chipped/ground ¹	200	0		
F-2. Amount to be burned	17722	3833		
G. Burnable C&D Debris <u>(A x C)</u>	19117	2683		
H. Total Burnable <u>(F-2 + G)</u>	36839	6516		
I. Volume for disposal after burning (H x .05)	1841	326		
J. Volume for disposal after chipping or shredding <u>(F-1 x .25)</u>	50	0		
K. Non-Burnable Debris <u>(A x D)</u>	20910	3067		
L. Less Non-Burnables to be Recycled ²	5400	767		
M. Volume of Non-Burnables for Disposal (K - L)	15510	2300		
N. Volume (Non-hazardous) for Landfill Disposal <u>(I + J + M)</u> ³	17401	5693		
N. Total for Landfill Disposal [add quantities in row N above]	23094			
O. Volume for Hazmat Disposal <u>(A x E)</u>	1792	191		
P. Total for Hazmat Disposal [add quantities in row O above]	1983			

Notes:

- Local officials need to decide how much debris to chip or grind instead of burning. The quantity should be based on a) the amount of chipped/ground wood that local government wants to retain for use as mulch and b) the amount that can be disposed of without cost or at some profit to landscape products firms. Since chipping and grinding costs approximately the same as burning and produces a higher volume of residue, there is little reason to chip and grind instead of burning if you also have to pay to have the resulting mulch hauled away.
- This number should be based on the proportion of recyclable materials for which you can determine there is a ready market. Recycling materials for which there is no market simply leaves you sorted debris to haul to the landfill.
- If mulch produced in the chipping and grinding operation is hauled away without cost, do not include it (Item J) in the equation because disposal of that material is no longer your problem.

Tab D
ESTIMATING REQUIREMENTS FOR DEBRIS STORAGE & PROCESSING SITES

This methodology may be used to determine the space required for debris storage and processing sites.

It assumes that:

1. Debris will be stacked 10 feet high.
2. 40 percent of a site will be used for storage; 60 percent will be used for sorting areas, separation between debris piles, roads, site buffers, and burn pits

WORKSHEET 6	
A. Debris Volume in cubic yards (CY) [From Worksheet 2 or 7]	69325
B. CY per acre assuming 10' stack height ¹	16117
C. Acres for debris storage only (A/B)	4.3
D. Multiplier for processing, roads, & buffers	1.66
E. Required facility area in acres ²	7.1

Notes:

1. If you plan to use a stack height other than the typical 10 feet, use the following formula to compute CY per acre:

$$CY = (\text{stack height in feet} / 3) \times 4840$$

2. Where the area requirement is large, the requirement is generally satisfied by establishing several sites that, taken collectively, provided the needed area.

Tab E
ESTIMATING HURRICANE DEBRIS QUANTITY

Worksheet 7 may be used to estimate the quantity of debris that must be removed. This worksheet uses the formula $Q = H \times C \times V \times B \times S$, where:

- Q = the quantity of debris in cubic yards (CF)
- H = the number of households
- C = the storm factor in CY:
- V = the vegetation characteristic multiplier:
- B = the business/commercial use multiplier
- S = the storm precipitation characteristic multiplier

WORKSHEET 7	Sector A	Sector B	Sector C	Sector D
<i>Debris Volume Estimate - Hurricane</i>				
1. H = households	5167	2100		
2. C = Storm category	26	8		
3. V = Vegetation multiplier	1.5	1.1		
4. B = Business/commercial multiplier	1.3	1.0		
5. S = Storm precipitation multiplier	1.3	1.3		
6. $Q = H \times C \times V \times B \times S$	340557	24024		
TOTAL (add columns in item 6 above)	364581			

Notes:

1. H = Households. If you do not know the number of households, estimate the number by dividing the population of the area by 3.

2. C = Hurricane Category	<u>Category</u>	<u>C =</u>
	1	2
	2	8
	3	26
	4	50
	5	80

3. V= Vegetative Multiplier	<u>Vegetative Cover</u>	<u>V =</u>
	None	1
	Light	1.1
	Medium	1.3
	Heavy	1.5

4. B = Business/Commercial Density Multiplier	<u>Density</u>	<u>B =</u>
	Light	1.0
	Medium	1.2
	Heavy	1.3

5. S = Storm Precipitation Multiplier	<u>Precipitation</u>	<u>S =</u>
	None to Light	1.0
	Medium to Heavy	1.3

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 4

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

Stephenville Fire Department

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. ESF #4 – Firefighting offers guidance to agencies and departments responsible for fire suppression in a multitude of settings that are the result of natural, technological, or man-made disaster.
- B. This document applies to City of Stephenville and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- C. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an emergency/disaster of any type.

Purpose

A. Function

This ESF outlines our operational concepts and organizational arrangements for firefighting and SAR activities during incidents and outlines related administrative requirements.

B. Goal

Provide City of Stephenville with a mechanism to manage public works/engineering operations during an incident.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional firefighting operations.
- b. Provide information to decision makers about firefighting procedures, capabilities and resources.
- c. Describe roles, responsibilities and actions that ensure firefighting resource availability during incident response.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

RRP	Regional Response Plan
TX-TF1	Texas Task Force One
USAR	Urban Search and Rescue
VFD	Volunteer Fire Department

Definitions

1. Consequence Management: Measures taken to protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals affected by the consequences of terrorism.
2. Crisis Management: Measures taken to define the threat and identify terrorist acts, resolve terrorist incidents, investigate such incidents, and apprehend those responsible. Law Enforcement agencies will normally take the lead role in crisis management. The requirements of crisis management and consequence management are combined in the NRF.
3. Expedient Evacuation: Evacuations that must be conducted with little notice, frequently in response to a request from the IC at the scene.
4. HazMat: The NRF defines HazMat as a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce, which has been so designated under the provisions 49 CFR

172.101. The term is also intended to mean hazardous substances, pollutants, and contaminants as defined in the National Oil and Hazardous Substances Pollution Contingency Plan.

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5. Secondary Hazard: A situation that occurs as a result of an initial hazard.
6. Terrorist Incident. Under the Homeland Security Act of 2002, terrorism is defined as an activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any state or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub L. 107-296, 116 Stat. 2135 (2002).
7. Texas Task Force 1: This task force is the State's urban search and rescue team, headquartered in at TEEEX Emergency Response and Rescue Training Field in Bryan, TX. Its members are from city and county agencies throughout the state. They respond to mass casualty disasters anywhere in the state. Their assistance is not limited to heavy USAR. They also have a Flood Rescue Strike Team to assist during flooding situations.

Situations and Assumptions

A. Situation

1. City of Stephenville relies upon Stephenville Fire Department for fire protection.
2. In times of emergency, fire protection needs are exacerbated due to multiple ongoing demands for resources.
3. Fires that remain uncontrolled can become their own catastrophic incidents that threaten life and property.
4. Natural disasters may necessitate the use of fire service resources.
5. City of Stephenville's primary SAR agency is the local FD.
6. Local buildings are subject to severe structural damage from disaster, which could result in people trapped within the structures, causing large numbers of people requiring rescue.
7. The mortality rate for trapped people rises dramatically after 72 hours, thus SAR must begin as soon as possible.
8. Ongoing inclement weather and disaster conditions can negatively impact SAR operations.

B. Assumptions

1. During emergency situations City of Stephenville will use internal resources and those sources by inter-local agreements, to include agreements with industry and other partners.
2. Should our resources prove insufficient in the face of an emergency incident, state and/or federal resources will be available to augment our capabilities.
3. During a major emergency, our resources may be damaged or depleted
4. A trained, equipped, and organized rescue service will allow City of Stephenville to conduct methodical SAR operations, shore up and stabilize weakened structures, release trapped persons, and locate the missing/dead.

V. Concept of Operations

A. Our firefighting and SAR departments include:

Erath County Volunteer Fire Rescue
Erath County EMS
Dublin Fire Department
Dublin EMS

B. Fire Suppression responsibilities in incidents are almost the same as in daily operations.

1. Search and Rescue responsibilities, and accompanying authority, are greatly expanded during an emergency, due to the scope involved.

- C. The Fire Services may be tasked with certain non-firefighting and non-SAR duties, to include assessing protection for shelters, route alerting, or similar.
- D. Should the fire service establish the Initial ICP it will be incumbent upon the IC to determine if authority must be transferred to an Area Command, Unified Command, Multi-Agency Coordination System, or to another agency as needed.
- E. Relationships between levels of government
 - 1. Federal
 - a. Coordination with Federal ESF #4 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.
 - 2. Tribal
 - a. Coordination with Tribal ESF #4 may occur through Transportation Coordinator of a given tribe at the discretion of the tribe
 - 3. State
 - a. Coordination with the State ESF #4 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.
 - 4. Local/Regional
 - a. Local and Regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations.
- F. Activities by Phase of Emergency Management
 - 1. Prevention
 - a. Enforce Fire codes
 - b. Educate the public regarding fire prevention
 - c. Maintain current information on the types and quantities of hazardous materials present in local facilities/businesses.
 - d. Maintain current information on known fire hazards present in facilities such as refineries, factories, power plants, and other commercial businesses.
 - 2. Preparedness
 - a. Maintain a list of all ESF #4 resources.
 - b. Inspect and maintain all equipment.
 - c. Stockpile specialized supplies.
 - d. Ensure all fire service personnel are properly trained regarding fire, HazMat, rescue, and NIMS/ICS.
 - 1. Our personnel meet NIMS national qualification and certification standards
 - e. Ensure inter-operable communications networks.
 - f. Ensure agreements exist to secure building plans
 - g. Conduct regular NIMS compliant exercises.
 - h. Test and repair equipment regularly
 - i. Revise and update plans regularly
 - j. Identify sources for canines for SAR
 - 3. Response
 - a. Initiate rescue missions as needed.
 - b. Initiate fire suppression as needed.
 - c. Mobilize support resources.

- d. Alert and advise response personnel and command to the dangers associated with HazMat a Item 35.
during emergency operations.
 - e. Control hazmat incidents within departmental capabilities giving priority to public and firefighter safety and protecting property.
 - f. Conduct radiological monitoring and assessment within departmental capability.
 - 1. Maintain a Radiological Protection Program in accordance with standards.
4. Recovery
- a. Provide inspections of restored and reconstructed buildings.
 - b. Perform/Assist in decontamination and cleanup.
 - c. Assess damage to ESF #4 facilities.
 - d. Recommend condemnation of unsafe buildings.
 - e. Review fire codes in relation to an incident and recommend improvements.
 - f. Inventory and replace critical resources.

Organization and Assignment of Responsibilities

A. General

1. Our normal emergency organization, described in the Basic Plan and depicted therein, shall carry out the function of providing transportation services during emergency incidents.
2. The Scott Brinkley shall provide policy guidance with respect to emergency transportation operations.
3. The Scott Brinkley shall serve as Transportation Officer and coordinate emergency transportation operations.

B. Task Assignments

1. The Stephenville Fire Department will:
 - a. Coordinate all ESF #4 activities using local resources or resources sourced by inter-local agreements.
 - b. Assist in warning of public, as needed.
 - c. Support ESF #6 as needed.
 - d. Provide for radiological protection, as needed.
 - e. Enforce fire codes.
 - f. Staff ICP and EOC as needed.
 - g. Assist during evacuations.
 - h. Prepare and execute agreements for ESF #4 support.
 - i. Provide support for other operations as needed.
2. The IC will:
 - a. Establish an ICP and direct resources.
 - b. Assess the incident and request additional resources as needed.
 - c. Inform the EOC.
 - d. Ensure protective measures for personnel at incident site.
 - e. Approve IAP.
 - f. Collaborate on a specific division of labor with the EOC, if needed
3. Law Enforcement will:
 - a. Control Access.
4. EMS will:
 - a. Administer Medical Support, if needed.

5. Justice of the Peace will:
 - a. Coordinate recovery of cadavers, as needed
6. Public Works/Engineering will:
 - a. Provide heavy equipment support as needed.
 - b. Disable gas/power to affected structures as needed.
7. TFS will:
 - a. Detect and/or coordinate response to wildland fires.
 - b. Process requests for state firefighting assistance.
 - c. Coordinate ESF #4 actions to develop and implement mutual aid.
 - d. Coordinate issues involving FDs.
 - e. Assist local governments as able in fire suppression operations.
 - f. Conduct wildland fire training academies for state/local personnel.
8. Mayor:
 - a. Assist the City of Stephenville City Council by drafting legal documents enforcing outdoor burning or use of fireworks

VII. Direction and Control

A. General

1. The IC will generally establish an ICP and direct ESF #4 operations at the scene. The individual most qualified to deal with the specific type of emergency situation present should serve as the IC. The IC will be assisted by a staff, determined by the needs of the situation.
2. In some incidents the EOC may be activated without an ICP established.
3. External response agencies are expected to conform to the general guidance provided by our senior decision-makers and fulfill mission assignments given by the IC or EOC. They will remain under the control of their own supervisors, however.
4. In instances where there are significant external resources activated, transition to a Unified Area Command may assist with objective development.

B. Continuity of Government

1. Each department or agency with transportation responsibilities shall establish a line of succession for transportation personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville. .

B. Reporting

1. The IC will periodically update the EOC with pertinent information, and may provide an initial emergency report and periodic situation reports to provide for a common operating picture.

C. Records

1. The IC and EOC shall maintain accurate logs recording operational activities, commitment of resources, and other information relating to emergency response and recovery operations.
2. Expenses incurred during emergency operations may be recoverable. Thus, all ESF #4 elements will maintain records of personnel and equipment used during large scale operations.

D. Training

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1. The component agencies of ESF #4 will ensure, in conjunction with Mayor, that all applicable personnel are trained in their emergency functions and operations.

Development and Maintenance

The Fire Chief will, in conjunction with the Emergency Management Director or designee, and related support personnel, maintain responsibility for the development and maintenance of this ESF.

The Fire Chief, or designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible agencies.

XI. References

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, Director of Public Works

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

1. Authorities
2. Communications Diagram

Appendix 1 - Authorities

This information can be found in the Basic Plan

Appendix 2 - Communications Diagram

[FD Communication Network.pdf](#) (*If attached appended at the end of Document)

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 5

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Emergency Management
- City Administration

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. ESF #5 – Information and Planning manages the collection, processing, and analysis of information for dissemination to operational elements and for inclusion in status boards and reports such as; Situation Reports, Incident Action Plans, resource status, mission assignment, and After Action Reports. It responds to the information requirements of assessment, response, and recovery personnel and supports the identification of overall priorities for county-level emergency activities and maintains county-level situational awareness.
- B. ESF #5 becomes the Planning Section of the EOC.
- C. This document applies to City of Stephenville and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- D. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an emergency/disaster of any type.

Purpose

A. Function

This support ESF provides information about system for collecting, collating, and distributing information to disparate elements of a large-scale operation.

B. Goal

Provide City of Stephenville with a mechanism to manage emergency operations during a disaster or event.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional emergency management.
- b. Provide information to decision makers about emergency management procedures, capabilities and resources.
- c. Describe local and regional emergency management interoperability.

Explanation of Terms

This section defines terms and acronyms' used in this document.

See Basic Plan

Situations and Assumptions

A. Situation

1. During an incident, the demands for information support will be immediate and continuous. In order to maintain information support, ESF #5 will need to be staffed with sufficient personnel. ESF #5 personnel will be tasked with the development of Situation Reports, IAPs, AARs, collection of statistical information, and development/distribution of visual media to support mission assignments. Close coordination with ESF #15 – External Affairs and ESF #14 - Recovery is necessary.

B. Assumptions

1. On-scene personnel in the field will be the first and best source of vital information regarding damage assessment, needs assessment, geographic, logistic, or other necessary data.
2. Should an incident expand to the scope where multiple agencies or multiple jurisdictions have assets in the field, transition to a Multi-Agency Command structure can take place at the EOC.
3. The health and safety of personnel involved in emergency operations is a high priority, and thus the role of Safety Officer will be activated as soon as possible.
4. ESF #5 personnel do not respond to collect raw data from the field, but collect information, from personnel in the field, or state, local jurisdictions, private partners, VOADs, social media, and from federal sources.
5. As information is received ESF #5 personnel will review the information, based upon the mission, and make recommendations to meet the needs of the community.

Explanation of Terms

- A. This ESF defines the operational concepts, strategies and responsibilities for City of Stephenville's emergency management practices and structure.
- B. ESF #5 will have Fire Department as lead entity for Emergency Management operations. Fire Department will activate personnel when information and planning capabilities are needed for assessment, response, and recovery activities in the face of disaster.
- C. ESF #5 will begin monitoring events as they are reported.
- D. Personnel levels may increase or decrease depending upon the requirements of a given incident, and will operate out of the EOC.
- E. Personnel from both ESF #5 primary and support agencies are prepared to staff the EOC on a 24 hr. basis.
- F. Relationships between levels of government
 1. Federal
 - a. Coordination with Federal ESF #5 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.
 2. Tribal
 - a. Communication with tribal government may occur through established ESF #5 liaisons at the discretion of the tribe.
 3. State
 - a. Coordination with the State ESF #5 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.
 4. Local/Regional
 - a. Local and Regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations.
- G. Activities by Phase of Emergency Management
 1. Mitigation
 - a. Maintain a current staff roster to staff an EOC.
 - b. Establish, equip, and maintain an EOC and alternate facility.
 - c. Prepare, maintain, and store maps, displays, databases, reference materials, and other information needed to support ICP and EOC operations.
 - d. ID and stockpile resources needed for operation.
 - e. Develop, implement, and train on procedures for activating, operating, and deactivating the EOC.
 2. Preparedness

- a. Identify representatives to serve on the EOC staff and who are qualified to serve in various positions.
 - b. Conduct NIMS compliant training for personnel expected to staff the EOC.
 - c. Test EOC equipment regularly.
 - d. Exercise the EOC annually.
 - e. Maintain a resource tracking system that includes identifying, acquiring, allocating, and tracking resources.
3. Response
- a. Activate an ICP and EOC if necessary.
 - b. Conduct response operations.
 - c. Deactivate ICP and EOC if no longer needed.
4. Recovery
- a. Continue EOC operations if needed to support recovery.
 - b. Deactivate EOC when necessary.
 - c. Restock expended supplies.
 - d. Review emergency operations as a basis for updating plans, protocols, and training requirements.

Organization and Assignment of Responsibilities

A. General

1. Our normal emergency management organization will carry out ESF #5 during incidents.
2. The organization of incident command operations will be pursuant to NIMS principles.
3. The organization of the EOC is depicted in [attached/below] appendix. Staffing requirements will be based upon incident characteristics and need.

B. Task Assignments

1. Mayor will:
 - a. Establish general policy guidance for emergency operations.
 - b. Direct the full or partial activation of the EOC.
 - c. When necessary, direct the EOC cease operation.
2. EMC will:
 - a. Develop and maintain the EOC staff roster and EOC SOPs.
 - b. Serve as EOC supervisor.
 - c. Activate the EOC when requested or when circumstances warrant.
 - d. Advise the Mayor on emergency management activities.
 - e. Coordinate resource and information support for emergency operations.
 - f. Coordinate emergency planning and impact assessment.
 - g. Coordinate analysis of emergency response and recovery problems and development of appropriate courses of action.
3. IC will:
 - a. Establish an ICP and coordinate emergency operations on-scene.
 - b. Determine the need for and implement public warning and protective actions at and in the vicinity of

incident site.

- c. Provide periodic situation updates to the EOC, if that facility is activated.
 - d. Provide resource requirements to the EOC, if that facility is active.
4. Any other entities assigned responsibilities at ICP or EOC will:
- a. Identify and train personnel to carry out required functions.
 - b. Provide personnel to staff EOC or ICP.
 - c. Ensure personnel participating in operations are provided the equipment, authority, information, resources, references, and work aids needed to accomplish their functions.

Direction and Control

A. General

1. The Mayor will provide general guidance for emergency management, pursuant to NIMS protocols.
2. The first responder on a scene will assume responsibility and serve as the IC until relieved by a more senior or qualified individual or an individual designated by Doug Svien. An ICP will normally be established at the incident site; the IC will manage response forces from that command post.
3. The Doug Svien may request the EOC be activated. A decision to activate is usually made on the basis of staff recommendations.
4. The EMC may activate the EOC, determine the level of staffing necessary based upon the situation and notify appropriate personnel to report to the EOC.
5. The EMC will serve as the EOC supervisor, unless directed otherwise.

B. Continuity of Government

1. Each department or agency with communications responsibilities shall establish a line of succession for communications personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

A list of facilities can be found in the Critical Facilities list.

B. Records

1. Accurate activity logs shall be maintained regarding all key activities, including, but not limited to:
 - a. Activation or deactivation of emergency facilities.
 - b. Emergency notifications to other governments.
 - c. Significant changes to the incident.
 - d. Major commitments of resources or requests for additional resources.
 - e. Issuance of protective action recommendations to the public.
 - f. Evacuations.
 - g. Casualties.
 - h. Containment or termination of incident.
2. Communications facilities will keep logs of communications.
3. Cost information will be tracked by all departments and agencies related to an incident.

C. Reports

1. Initial Emergency Reports will be generated and disseminated for major emergencies.
2. Situation reports will be generated periodically and disseminated for operations that continue over a period of time.

D. Security

1. Access to the EOC will be limited. All staff will sign in and wear identification.
2. Individuals who are not part of staff will be identified and reason for entry determined. Visitor badges will be issued to those with valid reason for entry, which will be surrendered upon departure.

VII. Development and Maintenance

The Emergency Management Coordinator, Emergency Management Director, and related support personnel, maintain responsibility for the development and maintenance of this ESF.

The EMC, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible agencies.

References (Contributors)

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien

Mayor

Fire Department

Robert Isbell, Fire Chief

Item 35.

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

SUPPORTING DOCUMENTS [Jurisdictions may attach these documents rather than fill in a box]

1. EOC Organization
2. EOC Staff Roster
- 3.

Appendix I: EOC Organization

[EOC Organizational Chart.docx](#) (*If attached appended at the end of Document)

Appendix II: Staff Roster

[EOC staff.docx](#) (*If attached appended at the end of Document)

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 6

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Emergency Management
- Parks and Leisure Department

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. ESF #6 – Mass Care addresses, coordinates, and reports on emergency mass care activities of local organizations responsible for sheltering, feeding, counseling, providing first aid, evacuation, and related social services and welfare activities required to assist victims of emergencies.

The primary and support organizations of ESF #6 work as a team to address the needs of City of Stephenville to include the needs of those with Functional and Access Needs.

- B. This document applies to City of Stephenville and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- C. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an emergency/disaster of any type.

Purpose

A. Function

This ESF outlines organizational arrangements, operational concepts, responsibilities, and procedures to protect evacuees and others from the effects of an emergency situation by providing mass care.

B. Goal

Provide City of Stephenville with a mechanism to manage mass care operations during a disaster or event.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional mass care operations.
- b. Provide information to decision makers about mass care procedures, capabilities and resources.
- c. Describe mass care accessibility.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

ARC	American Red Cross
DWI	Disaster Welfare Inquiry
FNSS	Functional Needs Support Service
USDA	United States Department of Agriculture

Definitions

1. Mass Care. Providing assistance to those who have been displaced from their homes and others affected by a hazardous situation or the threat of such a situation. Mass care for these individuals includes providing food, basic medical care, clothing, and other essential life support services.
2. Welfare Inquiries. Welfare inquiries are requests from relatives, friends, employers, or others for information on the status of persons in an area affected by an emergency incident who cannot be located because they have evacuated, become separated from family, or cannot be contacted through normal communications methods. Registration of disaster victims at shelters provides some of the information needed to answer welfare inquiries.
3. Shelter. Short term lodging for evacuees during and immediately after an emergency situation. Shelters are

generally located away from known hazards.

4. Individuals with Functional and Access Needs. Persons who may have additional needs before, during, and after an incident in functional areas, including but not limited to: maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities, live in institutional settings, are older, are children, are from diverse cultures; have limited or no English proficiency, or are transportation disadvantaged.
5. Functional Needs Support Services. Services that enable children and adults with or without disabilities who have functional and access needs to maintain their health, safety, and independence in a shelter.
6. Functional and Access Needs Institutions. Certain facilities that house or serve populations that cannot care for themselves during incidents and/or require unique support services. Such facilities include:
 - a. Schools and day-care centers, where students require supervision to provide for their safety.
 - b. Hospitals and nursing homes, where patients need specialized health care personnel and equipment to maintain their health.
 - c. Correctional facilities, where offenders require security to keep them in custody.
7. Evacuation. NIMS defines evacuation as an organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially unsafe areas, and their reception and care in safe areas.

Situations and Assumptions

A. Situation

1. There are many situations which may warrant the evacuation of portions of a local population. Evacuees from other areas may also seek refuge within our jurisdiction. This community is not a shelter hub. .
2. City of Stephenville has the ultimate responsibility for providing shelter and mass care to protect local residents displaced from their homes and others who evacuate into our jurisdiction due to emergencies.
3. Mass care needs may range from very short term operations for a limited number of people where the primary objective is to provide protection from the weather, comfortable seating, and access to rest rooms to more lengthy operations for large numbers where feeding, sleeping, and shower facilities are desirable and a variety of assistance must be provided.
4. State law provides a county judge or mayor with the authority to order the evacuations of all or part of the population from a stricken or threatened area within their respective jurisdictions. Hence, the Doug Svien may order a mandatory evacuation of City of Stephenville upon issuing a local disaster declaration. The Doug Svien may also take action to control re-entry into the affected area, curtail movement within the same, and deny building occupancy in the area.
5. The ARC has been chartered under federal law to provide mass care to victims of natural disasters. As such City of Stephenville may coordinate with ARC to operate shelter and mass care operations as capabilities allow.
 - a. ARC signs agreements with local governments, school districts, churches, and other organizations to use their facilities for shelter and mass care activities. The ARC identifies suitable facilities based on a set of standards, maintains a list of potential shelters, maintains shelter kits, and trains shelter management personnel.
 - b. Local governments and other VOADs may also sign agreements relating to the operation of shelter and mass care and feeding facilities when needed; such agreements detail the responsibilities of both the volunteer group and the local government.
6. Other VOADs or religious groups may also open and operate shelters, with or without ARC coordination, oversight, or responsibility.

B. Assumptions

1. Shelters may have to be opened with little notice. Local government personnel may have to assume initial responsibility for managing such shelters until designated shelter personnel can arrive on scene.
 - a. VOADs that normally respond to emergency situations will assist in mass care operations.
2. If additional resources are needed to conduct mass care operations, support may be requested through applicable agreements, as well as from state and federal emergency management authorities. The governor may, if requested by a local jurisdiction, utilize TMD personnel to support mass care operations.
3. Facilities planned for mass care use will be available if needed.

4. When evacuation is recommended, we assume that 80% of the applicable population will actually evacuate. The vast majority of evacuees will seek refuge with existing support networks, or utilize commercial accommodations, rather than seek out a public shelter. In addition, some who are not at risk may spontaneously evacuate, and a subset of this population may seek public shelters.
5. Some people will never evacuate, regardless of consequences.
6. Evacuation planning should be done in advance for known hazard areas.
7. Those without access to personal vehicles may need to be provided transportation to effectively evacuate.
8. Highly visible hazards may cause people to evacuate prior to an official recommendation, thus mass care operations may have to commence early for high visibility emergencies.
9. Essential public and private services will continue during shelter and mass care operations, however, for a major evacuation that generates large scale sheltering and mass care operations normal activities at schools, churches, and other shelter facilities may have to be curtailed.

Concept of Operations

- A. City of Stephenville is responsible for developing a plan, integrating NIMS concepts, for coordinating and providing mass care services to persons affected by disaster. City of Stephenville will work closely with VOADs that provide mass care support to determine availability of facilities, encourage facility owners to allow use of their facilities, and train facility personnel in shelter management.
- B. The IC or EM staff is expected to determine the need for opening shelters and commencing mass care operations based on the situation.
- C. The Mayor may request the opening of shelters and recommend the closing of shelters when they are no longer required. These actions should be coordinated with shelter providers. City of Stephenville maintains a current list of potential facilities. The Mayor may further assign tasks and responsibilities to support ESF #6 activities.
- D. City of Stephenville will, in cooperation with VOADs, provide temporary shelter and essential life support services for people displaced from their homes.
- E. Local government is responsible for providing the following support for shelter operations:
 1. Security and traffic control as necessary.
 2. Fire inspections and fire protection.
 3. Transportation for food, water, shelter supplies and equipment, as necessary.
 4. Basic medical attention, if the shelter operators are unable to provide.
- F. VOADs will be called upon to:
 1. Open temporary shelters for the displaced.
 2. Activate and organize shelter teams and provide shelter kits.
 3. Register those occupying public shelters.
 4. Provide feeding, emergency first aid, and other basic life support needs for occupants.
 5. For extended operations, activate a disaster welfare inquiry system.
- G. Provide periodic reports on the status of shelter and mass care operations. In some disasters, the federal government may be requested to provide emergency housing. Disaster victims will be encouraged to obtain housing with family or friends or in commercial facilities. City of Stephenville shall assist and coordinate post-disaster housing needs of the homeless.
- H. The IC or EOC shall assess the need for evacuation, plan evacuation, and coordinator support for the same. Such planning should resolve the following:
 1. What areas are at risk and need evacuation?
 2. How will the public be advised?
 3. What do evacuees need to bring with them?

4. What travel routes should be used by evacuees?
 5. What transportation support is needed?
 6. What assistance will the Functional and Access Needs population require?
 7. What traffic controls are needed?
 8. Does the anticipated duration of the evacuation make it necessary to activate shelter and mass care facilities?
 9. How will evacuated areas be secured?
- I. City of Stephenville will maintain hazard specific evacuation plans, to include potential impact areas for known hazards, populations in affected areas, and functional and access needs population considerations.
 - J. Functional and Access Needs institutions are responsible for the safety and welfare of their students, clients, patients, and inmates. Facilities must maintain an emergency plan that includes provisions for evacuation.
 - K. Public schools normally maintain transportation resources; private schools and day care centers may also have limited assets. Most other Functional and Access Needs institutions rely on commercial and contract companies for specialized transport needs. These providers likely cannot support short notice evacuation of client facilities. Local government may be requested to assist in providing transport.
 1. If a public school needs to be evacuated, students will normally be transported by school bus to other schools outside the impact area, where they can be collected by parents. It is essential that the public be informed regarding this arrangement.
 2. Private schools and day care centers, to include adult day care, typically maintain limited assets and may require assistance from government.
 3. If evacuation of hospitals, correctional facilities, and nursing homes is required, patients and inmates should be transported to a comparable facility. Facility operators are responsible for maintaining agreements for suitable transportation and coordinating use of appropriate facilities. In the event of no-notice or short notice incidents, facilities may request government assistance.
 4. Medical patients, the homeless, sex offenders, and prisoners should not be housed with the general public.
 - L. Functional and Access Needs citizens will require special evacuation assistance, transport, shelter, and medical care during mass care operations. City of Stephenville emergency management plans currently identify by type and number the Functional and Access Needs population and address their needs before, during, and immediately after a major disaster.
 - M. Segments of the population will refuse evacuation recommendations and shelter offers if they cannot bring household pets. City of Stephenville will collaborate with VOADs and other organizations to provide shelters suitable for household pets, or provide information for pet owners on how to secure shelter for pets.
 - N. Activities by Phase of Emergency Management
 1. Mitigation
 - a. Identify organizations that could assist in shelter and mass care operations and develop agreements.
 - b. In coordination with VOADs, identify suitable shelters and feeding facilities.
 - c. Sign agreements with VOADs authorizing use of local government facilities for mass care operations.
 - d. Encourage facilities to sign written agreements for use of their buildings as emergency shelters.
 - e. Discourage development in potential risk areas.
 - f. Improve evacuation routes and plans as needed, in collaboration with ESF #1 - Transportation.
 - g. Enhance warning systems to improve evacuation timelines in collaboration with ESF #2 - Warning.
 2. Preparedness
 - a. ID areas where previous major evacuations have occurred and additional areas that may require evacuation in the future.
 - b. ID individuals with functional and access needs who would require assistance in evacuating and

maintain contact information for them, and enroll them in STEAR.

- c. ID primary and alternate evacuation routes.
 - d. Review disaster plans for functional and access needs institutions and facilities, and advise facility operators of any changes that may be needed to make them more feasible.
 - e. Include evacuations in the scenario of periodic drills and exercises.
 - f. Conduct public information programs to increase citizen awareness of possible reasons for evacuation, preplanned routes, availability of transportation, the need to take appropriate food, clothing, necessary medications, and other items during an evacuation, and the desirability of helping neighbors who may need assistance.
 - g. Encourage facility staff to undergo shelter training.
 - h. Coordinate communication and reporting procedures.
3. Response
- a. Open and staff shelters and mass care facilities.
 - b. Provide information to the public on shelter locations and policies.
 - c. Assist in registration of evacuees.
 - d. Provide food, clothing, first aid, and other services to evacuees.
 - e. Maintain communications between key facilities and the EOC.
 - f. Provide reports on meals served and shelter occupancy.
 - g. Provide information to people needing additional services.
 - h. Execute evacuations protocols and support the same.
4. Recovery
- a. Initiate return of evacuees.
 - b. Coordinate temporary housing for those who cannot return home.
 - c. Provide traffic control for return.
 - d. Initiate recovery activities for evacuees who have suffered loss of or damage to their homes or businesses.
 - e. Carry out appropriate public information activities.
 - f. Assist evacuees in returning home if needed.
 - g. Deactivate shelters and facilities.

Organization and Assignment of Responsibilities

A. General

1. Our emergency management entity will carry out mass care operations. Such operations will be organized in accordance with NIMS guidelines.
2. We expect to be assisted by local volunteer organizations and charitable organizations in conducting mass care operations. The Parks & Leisure Director will be designated as Shelter Officer, and coordinate efforts of local agencies involved in shelter and mass care operations.

B. Task Assignments

1. Mayor will:
 - a. Issues the order directing citizens to evacuate, when appropriate.

- b. Approve release of warnings, instructions, and other emergency public information relating to evacuation.
 - c. Coordinate evacuation efforts with other local governments that may be affected by an evacuation, where appropriate.
 - d. Open mass care facilities and shelters if needed, and close them when necessary.
 - e. Coordinate mass care efforts with other local governments, where appropriate.
2. EMC will:
- a. Coordinate shelter and mass care planning with Shelter Officer, PIO, Human Services, and other local officials and volunteer organizations.
 - b. When the situation warrants, recommend to Mayor that shelter and mass care operations be implemented. Recommendations on the number of facilities to be activated and specific facilities to be used should be coordinated with organizations that will operate those facilities.
 - c. Coordinate the EOC to provide support for mass care activities.
 - d. Receive reports on shelter and feeding operations from Shelter Officer. Summarize these activities in the situation report.
 - e. When needed, recommend to the Mayor that mass care facilities close.
 - f. Develop and maintain planning information for known risk areas.
 - g. Review evacuation plans for functional and access needs populations and determine possible need for evacuation support.
 - h. Coordinate evacuation planning to include
 - a. Selection of routes
 - b. Movement control
 - c. Transportation arrangement
 - d. Shelter and mass care arrangements
 - e. Functional and Access Needs demographics and evacuation support needs.
3. IC will:
- a. ID risk areas in the vicinity to the site and determine protective actions.
 - b. If evacuation is needed, plan, organize, and conduct evacuation with resources assigned.
 - c. Request support from the EOC as needed.
 - d. ID requirements for mass care support needed as a result of evacuation
4. Shelter Officer will:
- a. ID volunteer organizations that are willing to support mass care activities.
 - b. ID potential shelters and mass care facilities.
 - c. Develop agreements for use of facilities owned by local government as shelters, and encourage other organizations to do the same.
 - d. Coordinate and disseminate shelter-operating guidelines to organizations operating shelters.
 - e. Ensure mass care facilities are adequately staffed and equipped.
 - f. Coordinate feeding as needed. Work with HHSC officials for supplementary food stocks from USDA sources if needed.
 - g. Ensure that facility security and fire protection are provided for.
 - h. Coordinate resource support for shelters.
 - i. Summarize shelter and mass care operations reports.
 - j. Respond to disaster welfare inquiries until that function is assumed by a designated organization.
5. Shelter Managers will:
- a. Staff, open, and operate shelters.
 - b. Register occupants and assist in answering disaster welfare inquiries
 - c. Conduct necessary mass care activities.
 - d. Inform shelter officer of additional resource needs.
 - e. Submit status report to Shelter Officer daily.
 - f. Track supplies.
 - g. Terminate operations as directed.
6. Stephenville Police Department will:
- a. Provide security and law enforcement at facilities.
 - b. Provide back-up communications, if needed.
 - c. Protect evacuated areas and limit access to same.
 - d. Secure and relocate prisoners.
 - e. Inform the PIO of pertinent information.
7. Fire Chief will:
- a. Inspect facilities for fire safety.
 - b. Provide and maintain facility fire extinguishers.

- c. Train shelter management personnel in fire safety and suppression.
- d. Maintain fire protection service in evacuated areas.

8. Support entities will:

- a. Ensure evacuees can reach shelters.
- b. Ensure resources can reach mass care facilities.
- c. Inform the public as to the locations of shelters and policies.
- d. Coordinate pet arrangements.
- e. Ensure necessary utilities are operable at mass care facilities.

9. PIO will:

- a. Disseminate information to the public.
- b. Coordinate with area media for news releases.

Direction and Control

A. General

- 1. The Mayor has general responsibility for ordering an evacuation and for establishing general guidance and priorities for mass care activities.
- 2. In warranted incidents, the IC may recommend evacuation of the local population at risk.
- 3. The EOC will coordinate large scale evacuations where there is no imminent threat nor local incident scene.

B. Continuity of Government

- 1. Each department or agency with Mass Care responsibilities shall establish a line of succession for Mass Care personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

B. Reporting

- 1. Large scale evacuation should be reported to the state and other jurisdictions that may be affected.

C. Records

- 1. Activity logs will be maintained detailing evacuation decisions and mass care operations.
- 2. Costs related to mass care operations will be documented.

D. Training

- 1. Local exercises will include an evacuation, shelter, and mass care scenario, periodically.

Development and Maintenance

The EMC's Mass Care designee will, in conjunction with the Emergency Management Director or designee, and related support personnel, maintain responsibility for the development and maintenance of this ESF.

The Mass Care Coordinator, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible agencies.

References

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, Director of Public Works

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

1. Authorities
2. Agreements

Appendix I: Authorities

This information can be found in the Basic Plan

Appendix II: Agreements

(*If attached appended at the end of Document)

[2015.11.09 Shelter Agreement.pdf](#)
[RECEPTION AND CARE FACILITIES.docx](#)
[Storm Shelter List.docx](#)

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 7

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Finance Department
- Fire Department
- Water Department
- Street Department
- Police Department

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. ESF #7 – Logistics provides resource support to entities involved in emergency response and recovery.
- B. This document applies to City of Stephenville and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- C. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an emergency/disaster of any type.

Purpose

A. Function

This support ESF provides guidance for efficiently obtaining, managing, allocating, and monitoring the use of resources during emergency operations, or when such appear imminent.

B. Goal

Provide City of Stephenville with a mechanism to manage logistics during a disaster or event.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional logistics.
- b. Provide information to decision makers about logistics.
- c. Describe roles, responsibilities and actions that ensure logistical support during incident response.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

CBO	Community Based (Volunteer) Organization
DC	Donations Coordinator
DSG	Donation Steering Group
RSA	Resource Staging Area
TSA	The Salvation Army
VOLAG	Voluntary Agency (501[c][3])

Definitions

1. Donations. These are the following:
 - a. Cash: Currency, checks, money orders, securities, etc
 - b. Goods: Food, water, clothing, equipment, toys, furniture, pharmaceuticals, bedding, cleaning supplies, etc.
 - c. Volunteers and Services:
 - i. People who are not members of any particular volunteer group.
 - ii. People who are members of recognized disaster relief organizations who have undergone formal training by those organizations.
 - iii. People with specialized training and expertise who may either be non-affiliated or members of a disaster relief organization.
 - iv. Teams that provide specialized equipment or capabilities.

Situations and Assumptions

A. Situation

1. See basic plan for a general situation statement.
2. Logistics supports all response and recovery operations, and should be planned well in advanced using an NIMS compliant all-hazards approach.
3. In response to major disaster the Mayor may issue a disaster declaration to invoke certain emergency powers to protect public health and safety and to preserve property.
 - a. Once a disaster is declared the Mayor may use all available resources to respond, and temporarily suspend statutes and rules, including those related to purchase and contract, if compliance would hinder or delay operations. The City of Stephenville attorney should provide guidance as needed.
 - b. Once a disaster is declared the Mayor may commandeer public or private property, if necessary, to cope with disaster, subject to compensation. This should be used as a last resort, and after consult with the local legal authority.
4. City of Stephenville does not wish to operate a system to collect, process, and distribute donations to disaster victims. Such a system is best operated by CBOs and other VOLAGs who have successfully handled donations in the past.
5. According to Texas Government Code Chapter 418.074 the Mayor may accept a donation on behalf of the City of Stephenville for the purposes of emergency services and disaster recovery.

B. Assumptions

1. Much of the equipment for emergency operations will come from equipment on hand.
2. Additional supplies will normally be available from normal suppliers. However, some vendors will be unable to provide needed materials in the event of an incident, hence standby sources should be identified in advance and provisions made for arranging alternative sources of supply on an urgent need basis.
3. Inter-local agreements will be invoked and resources made available when requested.
4. Entities other than normal suppliers/contractors will be willing to rent, loan, or sell needed equipment and supplies during incidents.
5. Some businesses may provide equipment, supplies, manpower, or services at no cost during emergency events. Developing agreements between local government and the businesses in advance can make it easier to obtain such support.
6. Some community groups and individuals may provide equipment, supplies, manpower, and services during emergency situations.
7. VOADs will provide such emergency services as shelter management and mass feeding when requested to do so by local officials.
8. Should an incident occur, donations will be given/delivered to our city/county whether or not they are requested. In large quantities, such donations may overwhelm the capability of the local community to handle and distribute them.
9. Donated goods can be a valuable source of resources.
10. Donated goods will be offered to local volunteer groups or delivered to local government. Donations of cash for disaster victims might be made to local government.
11. Many people donate goods that are not needed by disaster victims, or offer services that are unneeded in the recovery process. Receiving and sorting unneeded goods or hosting volunteers who do not have needed skills wastes resources; disposing of large quantities of unneeded goods can be a lengthy and very costly process.
12. Media attention can drive donations more than the actual scale of the event.
13. The problem of unneeded donations can be reduced, but not eliminated, by developing and maintaining a current list of disaster needs, screening donations offers, and providing information to potential donors through media on current needs and those items and services that are not needed.
14. Most personal donations are given little expectation of return other than the personal satisfaction of giving and perhaps some acknowledgement of thanks. However, some donations may be unusable, have strings attached, or not really be donations at all. They may:
 - a. Be given with the expectation of repayment, publicity, or tax favor.

- b. Be items that are out-of-date, unsuitable, or unusable.
 - c. Be volunteer services that do not meet the announced or advertised expectations or capabilities; trades that are not licensed or certified.
 - d. Be provided illegally as a ruse in a fraudulent process to obtain money.
 - e. Be offered at a "discount" to disaster victims, with any real saving being minimal or non-existent.
 - f. Be offered in limited quantity as a deception to show "association" with government or disaster relief as a basis for future advertising or publicity.
15. Donated goods may arrive without warning, day or night. Delivery drivers typically need their cargo offloaded quickly, to minimize down-time.
16. Donations often arrive unsorted and with minimal packaging or markings. They may be in boxes, barrels, garbage bags, on pallets, or in bins. These must be sorted, repackaged, and labelled before being transported to distribution points.
17. Donors want to:
- a. Know what is needed in the area –cash, goods, or services.
 - b. Know how they should deliver their donation or if there is available transport for it.
 - c. Start a drive for donations to help victims, with no idea of how to do that.
 - d. Earmark their donation, and may want to know who, specifically, received their donation.
 - e. Have their donation received by a local official and/or receive a letter of appreciation or public recognition.
 - f. Want to be fed and provided lodging if they are volunteering.
18. Disaster victims may:
- a. Desire immediate access to donations before they are sorted.
 - b. Believe that the donations have not been or are not being distributed fairly.
 - c. Have unmet needs which can be met with additional donations.

Concept of Operations

- A. The City of Stephenville will serve as the lead agency for logistics, with collaboration with a purchasing officer or similar entities as available.
- B. Resource management is based upon four guiding principles, in accordance with NIMS:
 - 1. Establishment of a uniform method of identifying, acquiring, allocating, and tracking resources.
 - 2. Classification of kinds and types of resources required to support incident management.
 - 3. The use of a credentialing system linked to uniform training and certification standards.
 - 4. Incorporation of resources from non-traditional sources, such as the private sector and NGOs.
- C. As a basis for employing resources effectively, we will develop and maintain a current inventory of our dedicated emergency resources and other resources that may be needed during an emergency. All such resources will be classified by type and kind. A Computer , paper list is maintained and housed
 Each department has a copy of their resources. The Emergency Management coordinator will have a copy as well.
- D. Assistance will be sought from surrounding jurisdictions if we are overwhelmed by an emergency incident. Effective cross-jurisdictional coordination using processes and systems described in NIMS is critical in the establishment of inter-local agreements. Assistance will also be sought from VOLAGs and individuals.
- E. We have established emergency contracting and purchasing procedures.
- F. A detailed record of resources expended in support of emergency operations:
 - 1. As a basis for future program and budget funding
 - 2. To document costs incurred
- G. We will determine and communicate community needs, and actively discourage the donation of goods and services that are not needed.
- H. The donations management program for City of Stephenville is composed of several organizational elements, activated as needed at a level suitable for the anticipated workload. These elements include:

1. Donations Coordinator: to coordinate the donations management efforts of VOLAGs and local government. This position should be appointed in writing by the Mayor when this ESF is published, and replacement should be appointed should the position be vacated.
 2. Key Donations management personnel should, as feasible, be identified in advance so they may receive training and assist in developing operating procedures. In addition to the Donations Coordinator, key personnel include a supervisor for the RSA, phone banks, volunteer centers, and distribution points, as well as a donations financial manager.
 3. Donations Steering Group provides policy guidance and general direction for the program. Composed of representatives from VOLAGs and appropriate governmental offices, it meets periodically to plan for donation management. Members should be in place before a disaster, though membership may expand during a disaster.
 4. Unmet Needs Committees assist disaster victims who need help that local government has been unable to provide. The donation coordinator is expected to assist in forming this committee as soon as feasible after a disaster occurs. This committee should consist of representatives from organizations that have provided or can provide money, manpower, or materials to assist in disaster relief. The chair of this committee should be elected, and preferably be highly regarded by the local citizenry. As this committee decides on individuals receiving aid, it is inappropriate for a government official to serve as members on this committee, though they may assist in an advisory or support role.
- I. Establish the following units after a disaster has occurred:
1. Donations Operations Office
 - a. Maintains a current needs list to ID donations that are needed and not.
 - b. Maintains a record of phone responses and referrals, cash donation transactions, donated goods transactions, and volunteer worker hours and tasks.
 2. Phone Bank
 - a. Receive and respond to offers of donations and disseminate information.
 3. RSA
 - a. Receive, sort, organize, and repackage goods before transporting them to distribution points.
 4. Distribution Points
 - a. Ready-to-use goods are distributed to the population from these points.
 5. Volunteer Center
 - a. Assemble, register, and assign spontaneous volunteers to recovery tasks.
- J. Relationships between levels of government
1. Federal
 - a. Coordination with Federal ESF #7 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.
 2. Tribal
 - a. Coordination with Tribal ESF #3 may occur through a designated liaison of a given tribe at the discretion of the tribe
 3. State
 - a. Coordination with the State ESF #7 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.
 4. Local/Regional
 - a. Local and Regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations.
- K. Activities by Phase of Emergency Management
1. Mitigation
 - a. Review local hazards and determine shortfalls in logistics needs.

- b. Enhance capability by acquiring resources to reduce shortfalls.

2. Preparedness

- a. Establish and train a Logistics staff.
- b. Maintain a resource and potential sources list.
- c. Establish rules for obtaining resources during an emergency, to include from non-standard sources.
- d. Ensure that after-hours contact numbers for vendors and contractors are up to date.
- e. Appoint a Donations Coordinator and establish the DSG to oversee pre-disaster donations management planning and assign necessary responsibilities.
- f. Maintain local donations management SOPs and agreements.
- g. Identify possible sites for Donations Operations Offices, phone banks, RSAs, Distribution Points, and volunteer centers.
 - 1. Ensure such facilities have an established SOP and communications strategy.
- h. Identify and coordinate with VOLAGs that could provide assistance in operating City of Stephenville's donations management program.
- i. Brief elected officials, department heads, and VOLAGs on a periodic basis about the local donations management programs.
- j. Brief local media on the donations program.
- k. Brief citizen groups on how they can contribute to disaster relief effectively.
- l. Include consideration of donations management in developing exercises.
- m. Establish contingency plans to create a distribution account or method for monetary donations.

3. Response

- a. Advise EMD and EM Staff on logistics and requirements.
- b. Coordinate and use all available resources during an emergency, and request additional resources if local resources are insufficient.
- c. Identify potential RSAs.
- d. Coordinate resource needs with appropriate entities.
- e. Coordinate resources to support response and to distribute aid to disaster victims.
- f. Maintain records of resource movement and use.
- g. Activate the DSG.
- h. Prepare donations management facilities and sites.
 - 1. Inform the media as to the pertinent details of these preparations.

4. Recovery

- a. The DSG should determine which donations management facilities will and will not continue to be activated.
- b. Staff donations facilities, conducting training as needed.
- c. Collect, sort, store, distribute, and properly dispose of donations if necessary.
- d. Keep records of donations received, distributed, and thank donors.
- e. Activate the Unmet Needs Committee to provide continuing assistance.
- f. Determine loss or damage to resources and costs of contracts to determine the expenses incurred during response and recovery.
- g. Determine repairs and replenishment needed as a result of operations, and assess those costs.
- h. Maintain records of the personnel, equipment, supply, and costs incurred during recovery.

Organization and Assignment of Responsibilities

A. General

1. Our Logistics function is coordinated by the Emergency Operations Center. Preplanning for resource management shall be conducted to ensure resources support the needs of the logistics function.
2. The Finance Director will be assigned as the Logistics Chief and maintain responsibility for planning, organizing, and carrying out logistics operations in support of response and recovery.
3. The %S28751|F14R20%% is responsible for managing donations that are made to City of Stephenville for disaster relief, subject to regulations imposed by local law.
4. A donations coordinator shall be appointed to manage the overall donations management program. The EMC should not fill this role.

B. Task Assignments

1. Mayor will:
 - a. Appoint a donations coordinator.
 - b. Ensure that a donation management program is planned and ready for activation.
 - c. Administer the rules and regulations regarding resource management as established by the local governing body.
 - d. May provide general guidance regarding logistics and establish priorities for use of resources during an emergency.
 - e. May issue a local disaster declaration, if the situation warrants, and use available public resources to respond to the same.
 - f. May request assistance from the state through the DDC if local logistical resources are overwhelmed.
2. The IC will:
 - a. Manage resources committed to their scene.
 - b. Monitor status of available resources and request additional resources through the logistics section of the ICP.
3. The Logistics Coordinator will:
 - a. Advise officials regarding resource needs.
 - b. Maintain a resource list.
 - c. Provide qualified staff at the ICP and EOC to track resource status.
 - d. Determine the need for, identify, and operate facilities for resource staging and storage of resources.
 - e. Monitor resource shortfalls and control use of critical supplies.
 - f. Organize and train staff to execute the logistics function at the ICP and EOC.
4. Logistics Staff will:
 - a. Determine appropriate means of satisfying resource requests.
 - b. Obtain needed resources.
 - c. Advise supply and distribution staff when the jurisdiction needs to provide transportation in order to obtain a needed resource.
 - d. Oversee distribution of resources.
 - e. Track location and status of resources.
 - f. Ensure record keeping and expense tracking occurs.
5. The Mayor will:
 - a. Advise staff regarding procurement contracts and questions of administrative law.
 - b. Advise officials on liability arising from logistics operations.
 - c. Advise the Texas AG's Office of reports of overcharging/price gouging.

5. Donations Coordinator will:

- a. Determine the need for, identify, and operate facilities for donated goods.
- b. Establish a Donations Steering Group.
- c. Staff Donations Operations Offices.
 - i. Ensure staff are adequately trained.

VII. Direction and Control

A. General

1. The Mayor shall, pursuant to NIMS, provide general guidance on the management of resources during an emergency, and will be responsible for approving any request for state or federal resources.
2. The IC will manage personnel and resources committed to an incident. The IC may request additional resources from local departments, if the EOC has not been activated.
3. When the EOC is activated, the Logistics Chief shall manage the Logistics Section in furtherance of response and recovery goals.

B. Continuity of Government

1. Each department or agency with communications responsibilities shall establish a line of succession for communications personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

B. Records

1. Records generated during an emergency shall be retained for use in documenting costs, in accordance with internal SOPs and applicable legal guidelines.

Records should be protected from the effects of disaster as feasible. Should records be damaged, professional assistance in preserving/restoring such records should be obtained as soon as possible.

C. Training

1. Logistics Staff shall be trained on their respective functions.

D. Resource Data

1. A list of available resources shall be kept current and available in Computer , paper.
2. A list of sources for necessary resources shall be kept current and stored
Each department has a copy of their resources. The Emergency Management coordinator will have a copy as well.

Development and Maintenance

The Logistics Chief will, in conjunction with the Emergency Management Director or designee, and related support personnel, maintain responsibility for the development and maintenance of this ESF.

The EMC, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible agencies.

References (Contributors)

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, Public Works

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

1. Resource List

Appendix I: Resource List

(*If attached appended at the end of Document)

[Emergency Disaster Supplies.docx](#)

[FD resource equipment list.docx](#)

[Street Dept resource equipment list.docx](#)

[Water Dept resource equipment list.docx](#)

[PD resource equipment list.docx](#)

[Lanfill resource equipment list.docx](#)

[Parks -Cemetery resource equipment list.docx](#)

EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 8

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Fire Department

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. ESF #8 – Health and Medical provides assistance to supplement jurisdictional assets in response to public health and medical needs in an incident.
- B. This document applies to City of Stephenville and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- C. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an emergency/disaster of any type.

Purpose

A. Function

This support ESF provides an outline for the local organization, operational concepts, responsibilities, and procedures to accomplish coordinated public health and medical services.

B. Goal

Provide City of Stephenville with a mechanism to manage public health and medical response and recovery during an incident.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional logistics.
- b. Provide information to decision makers about public health.
- c. Describe roles, responsibilities and actions that ensure public health and medical operational support during incident response.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

DMAT	Disaster Medical Assistance Team
DMORT	Disaster Mortuary Services Team
NDMS	National Disaster Medical System

Definitions

1. DMAT: A team of volunteer medical professionals and support personnel equipped with deployable equipment and supplies that can move quickly to a disaster area and provide medical care.
2. DMORT: A team of mortuary service and medical personnel that provide mortuary and victim identification services following major or catastrophic disasters.
3. NDMS: A coordinated partnership between DHS, HHSC, DoD, and the VA for the purpose of responding to the needs of victims of a public health emergency. Non-federal participants include major pharmaceutical companies and hospital suppliers, the National Foundation for Mortuary Care, and certain international disaster response and health organizations.
4. Walking Wounded: Individuals who suffer injury, or perceived injury, to the extent that they are not incapacitated, yet seek out urgent medical assistance.

A. Situation

1. See basic plan for a general situation statement.
2. The loss of water supply, wastewater processing and solid waste disposal capabilities can create a public health hazard(s).
3. Public Health facilities and institutions, to include those serving functional and access needs populations, may be damaged or destroyed by a disaster.
4. Health and medical facilities that survive without damage may yet be unable to function, due to interruption of necessary utilities or because of isolation from staff.
5. Medical and health care facilities that remain functional, at least in part, may become overwhelmed by the quantity of "walking wounded" and seriously injured victims transported to facilities in the aftermath of a disaster.
6. Uninjured parties who require frequent medication, or regular medical treatment, may encounter difficulty in managing their conditions due to disruptions caused by disaster.
7. CBRNE agents could result in numbers of casualties requiring specialized care far in excess of resources available.
8. People affected by disaster, whether emergency responders, victims, or otherwise, may require disaster mental health services.

B. Assumptions

1. There is an adequate local capability to meet most incidents.
2. Local emergency medical and health resources will be available for use in the event of an incident, however, they may be adversely impacted by the same.
3. Hospitals and in-patient facilities may require significant relocation of patients if they become damaged.
4. Disruption of sanitation services, loss of power, and concentration of populations in shelters can all contribute to disease potential and injury.
5. Damage to HazMat facilities can result in a number of potential secondary hazards, including myriad public health concerns.
6. The public will require education on how to avoid health hazards caused by the disaster.
7. Some types of disaster affect a large geographic area, restricting ability of mutual aid to flow from outside the affected area.
8. Appropriate medical, public health, and related officials/organizations will coordinate to determine current community needs.

Concept of Operations

- A. City of Stephenville will provide a consistent approach to the effective management of actual or potential public health or medical situations to ensure the health and welfare of its citizens operating under the principles and protocols outlined in NIMS.
- B. Fire Department is the local agency responsible for day-to-day provision of health and medical services to City of Stephenville. Fire Department also serves as the local health authority.
- C. Emergency functions of the public health, medical, and mortuary services will parallel their normal day-to-day functions. To the extent possible, the same resources will be employed in both cases. Some normal functions may be suspended for the duration of the emergency and the resources that would normally be committed to those functions will be redirected to the accomplishment of emergency tasks.
- D. Provision will be made for the following:

1. Establishment of a medical command post at the disaster site.
 2. Coordinating health and medical response team efforts.
 3. Triage of the injured
 4. Medical care and transport for injured
 5. Identification, transportation, and disposition of the dead
 6. Holding and treatment areas for the injured
 7. Isolating, decontaminating, and treating victims of HazMat or infectious disease
 8. Identifying HazMats or infectious disease, controlling their spread, and reporting their presence to the appropriate state or federal health or environmental authorities.
 9. Issuing health and medical advisories to the public on such issues as drinking water precautions, waste disposal, the need for immunizations, and food protection techniques.
- E. Appropriate mental health services need to be made available for all parties impacted during response and recovery phases. Such may include crisis counselling, critical incident stress management, information about/referral to other services, and education about normal and predictable reactions to a disaster experience. Further, education on how to cope with such reactions.
- F. All ambulances and emergency rescue vehicles shall be equipped with International Field Triage Tags and shall contain at all times, those essential items as specified by DSHS.
1. Incidents that elevate to the level of requiring an ICP or the activation of the EOC will be handled per the internal SOPs of the entity responsible for the arriving unit.
 2. The IC will continue to work the incident site according to their internal SOPs and best judgement, requesting additional resources in congruence with established SOP or through an activated EOC.
 3. A Triage Officer will be designated, who will assume responsibility for transport and disposition of casualties.
- G. Medical Supplies for providing advanced life support to trauma victims will be stored in a major rescue vehicle or trailer, or every responding service will bring a predetermined mass casualty supply package. Adequate supplies for treatment of victims requiring advanced life support will be stored in the rescue vehicle and mobilized to the scene of a mass casualty incident.
1. The responsibility of triage rests with the first responding EMT/paramedic who arrives on scene, as well as conferring with the nearest emergency department physician and instituting appropriate actions per SOP and as the situation dictates.
 2. If it is apparent that there will be mass casualties, the nearest hospital with emergency facilities and others with suitable facilities will be notified.
 3. The EMS Chief or a designee shall respond to the scene and act as liaison between the on-scene commander and EMS. This person shall be responsible for patient care, triage, transportation, and all EMS personnel. This person is responsible for the formal declaration of a medical disaster.
 4. The Triage Officer will assume responsibility for priority of treatment, priority of transportation, and priority of care of patients awaiting transport, upon arrival.
 5. An EMS Transportation Officer will be designated or will arrive, and will serve as liaison between the field and hospitals.
 6. Professionals capable of providing advanced life support will respond and work with the Triage Officer as required.
 7. Equipment and medication for providing advanced life support will be transported to the scene by the assigned rescue unit.
 8. Triage will follow current international guidelines of:
 - a. Red
 - b. Yellow
 - c. Green
 - d. Black
- H. A request for offshore medical assistance will include enough information to determine needs, location, na

- I. Law Enforcement is responsible for investigating deaths as outlined in the Texas Code of Criminal Procedure. JPs and MEs are responsible for determining the cause of death, authorization of autopsy to determine the same, forensic investigation to determine identity, and removal of bodies from incident sites.
 - 1. ICs will inform their local ME/JP and law enforcement if they determine fatalities have arose during an incident.
 - 2. LE and JPs/MEs have the responsibility to arrange for transportation of bodies, and may require mortuary services in the event of a mass fatality incident.
 - 3. Funeral homes will consolidate bodies and contact next of kin.
- J. When requested by local officials, DSHS can assist through DMAT and DMORT as well as through technical expertise and advice.
- K. The Fire Department has primary responsibility for gathering information concerning injuries and fatalities resulting from emergencies and disasters. Accurate information is essential in identifying levels of medical support needed, thus this information must be forwarded to the EOC Public Health Authority/Officer as soon as feasible to support requests for resources and inclusion in necessary reports.
- L. Local public works entities, in cooperation with DSHS, have responsibility for evaluating damage to water infrastructure in the event of disaster, due to the potential for different types of contamination and the impact of a prolonged shutdown on public health. Accurate timely estimates for repair will allow DSHS and Fire Department to identify appropriate interim measures.
- M. Wastewater treatment facilities are vulnerable to interruptions, and would have a major impact on health and well-being if they are suspended. TCEQ, in coordination with the local public works entity, are responsible for evaluating damage to this infrastructure and advising local officials concerning expedient sanitation practices that may be required.
- N. Fire Department is responsible for evaluating damage sustained by medical facilities in a disaster area. The hospitals and nursing homes in City of Stephenville will provide support in this area. The facility admin or designee will gather initial damage reports and ID which patients must be removed pending repairs.
- O. Should all local resources become exhausted, to include inter-local jurisdictions, City of Stephenville may request medical/mortuary assistance from the state. Mayor should make this request to the DDC chairperson in EOC or IC.
- P. Relationships between levels of government
 - 1. Federal
 - a. Coordination with Federal ESF #8 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.
 - 2. Tribal
 - a. Communication with tribal government may occur through a liaison at the discretion of the tribe.
 - 3. State
 - a. Coordination with the State ESF #8 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.
 - 4. Local/Regional
 - a. Local and Regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations.
- Q. Activities by Phase of Emergency Management
 - 1. Prevention
 - a. Provide immunizations.
 - b. Conduct continuous health inspections.
 - c. Promote and encourage blood donation programs.
 - d. Conduct specialized training.
 - e. Conduct epidemic intelligence, evaluation, presentation, and detection of communicable disease

2. Preparedness
 - a. Maintain adequate supplies.
 - b. Coordinate with local officials to ensure water quality.
 - c. Coordinate with local officials to ensure waste disposal.
 - d. Review emergency plans for laboratory activities regarding examination of food and water, diagnostic tests, and ID, registration, and disposal of the deceased.
 - e. Train and exercise personnel.
3. Response
 - a. Conduct public information programs dealing with personal health and hygiene.
 - b. Conduct disease control operations.
 - c. Monitor sanitation activities.
 - d. Ensure supplies of water are available.
 - e. Conduct environmental health activities regarding waste disposal, refuse, food and water control, and vector control.
 - f. Collect vital statistics.
4. Recovery
 - a. Compile health reports for state and federal officials.
 - b. Identify potential and/or continuing hazards to public health.
 - c. Distribute guidance for the prevention of the harmful effects of hazards.
 - d. Continue to collect vital statistics.

Organization and Assignment of Responsibilities

A. General

1. Our normal emergency organization, described in the basic plan, will plan and carry out health and medical operations during incidents.
2. The Fire Department will function as the local health authority. The health authority is responsible for the health and medical services function and will designate a Health Officer to plan and coordinate public health and medical services during incidents. The health officer or a designee shall serve as a member of the EOC staff. Health and medical service response activities at an incident scene will be coordinated through the incident commander. Large scale health and medical efforts will be coordinated from the EOC.
3. Upon receipt of official notice of an actual or potential emergency condition, it is the responsibility of the Health Authority to receive and evaluate all requests for health and medical assistance and to disseminate such notification to all appropriate public health, medical, and mortuary assistance.
4. All entities assigned to provide health and medical services support are responsible for the following:
 - a. Designating and training representatives of their agency, to include NIMS and ICS training.
 - b. Ensuring that appropriate SOPs are developed and maintained.
 - c. Maintaining current notification procedures to ensure trained personnel are available for extended emergency duty in the EOC and, as needed, in the field.

B. Task Assignments

1. Health Authority will:
 - a. Designate a Health Officer to perform pre-emergency planning for emergency health and medical services and coordinate such activities during major emergencies and disasters.

- b. Provide qualified staff to support health and medical operations at the ICP and the EOC.

Item 35.

2. The Health Officer and Health Authority will coordinate:

- a. Emergency health and medical activities from the EOC when activated.
- b. Rapid assessments of health and medical needs.
- c. Efforts of local health and medical organizations activated for an emergency assessing their needs, obtain additional resources, and ensure that necessary services are provided.
- d. Emergency medical teams responding to a disaster to ensure the establishment of medical command posts.
- e. Neighboring community health and medical organizations on matters related to assistance from other jurisdictions.
- f. State and federal officials regarding state and federal assistance.
- g. Response units, such as DMAT.
- h. Screen individual health and medical volunteers obtaining positive identification and proof of licensure of volunteers.
- i. Location, procurement, screening, and allocation of health and medical supplies and resources, including human resources, required to support health and medical operations.
- j. Information to the news media on casualties and instructions to the public on dealing with public health problems through the PIO.
- k. The provision of laboratory services required in support of emergency health and medical services.
- l. Immunization campaigns or quarantines, if required.
- m. Inspections of foodstuffs, water, drugs, and other consumables that were exposed to the hazard.
- n. Inspections of damaged buildings for health hazards.
- o. Disposal of dead animals with the city animal control agency animal control agency.
- p. Implementation of measures to prevent or control disease vectors such as flies, mosquitoes, and rodents.
- q. Preventive health services, including the control of communicable diseases such as influenza, particularly in shelters.
- r. Food handling and sanitation monitoring in emergency facilities.

3. Emergency Medical Services will:

- a. Respond to the scene with appropriate emergency medical personnel and equipment.
- b. Upon arrival at the scene, assume an appropriate role in the ICS. Initiate ICS if it has not been established and report to the Communications Center.
- c. Triage, stabilize, treat, and transport the injured.
- d. Coordinate with local and regional hospitals to ensure casualties are transported to the appropriate facilities.
- e. Establish and maintain field communications and coordination with other responding emergency teams (medical, fire, police, public works, etc.). Continue radio and/or telephone communications with hospitals.
- f. Direct the activities of private, volunteer, and other emergency medical units, and of bystander volunteers, as needed.
- g. Evacuate patients from affected hospitals and nursing homes, if necessary.

4. Hospitals will:

- a. Implement internal and/or external disaster plans.
- b. Advise the Health and medical services staff in the EOC of conditions at the facility and the number and type of available beds.
- c. Establish and maintain field and inter-facility medical communications.
- d. Provide medical guidance, as needed, to EMS.
- e. Coordinate with EMS, other facilities, and any medical response personnel at the scene to ensure the following is accomplished:
 - i. Casualties are transported to the appropriate medical facility.
 - ii. Patients are distributed hospitals both inside and outside the area based on severity and types of injuries, time and mode of transport, treatment capabilities, and bed capacity.
 - iii. Take into account special designations such as trauma centers and burn centers.
 - iv. Consider the use of clinics to treat less acute illnesses and injuries.
- f. Coordinate with local emergency responders to isolate and decontaminate incoming patients, if needed, to avoid the spread of chemical or bacterial agents to other patients and staff.
- g. Coordinate with other hospitals and with EMS on the evacuation of affected hospitals, if necessary. Evacuation provisions should specify where patients are to be taken.

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- h. Depending on the situation, deploy medical personnel, supplies, and equipment to the disaster sites and retain them at the hospital for incoming patients.
 - i. Establish and staff a reception and support center at each hospital for relatives and friends of disaster victims searching for their loved ones.
 - j. Provide patient identification information to the American Red Cross upon request.
5. The Mental Health Authority will:
- a. Ensure appropriate mental health services are available for disaster victims, survivors, bystanders, responders and their families, and other community caregivers during response and recovery operations.
6. The Justice(s) of the Peace will:
- a. Conduct inquests for the deceased and prepare death certificates.
 - b. Order or conduct autopsies if necessary to determine cause of death.
 - c. Order or conduct forensic investigations to identify unidentified bodies.
 - d. Authorize removal of bodies from incident sites to the morgue or mortuary facilities
 - e. Provide information through the PIO to the news media for the dissemination of public advisories, as needed.
7. Law Enforcement will:
- a. Upon request, provide security for medical facilities.
 - b. Conduct investigations of deaths not due to natural causes.
 - c. Locate and notify next of kin.
8. Mortuary Services will:
- a. Provide for the collection and care of human remains.
 - b. Establish temporary holding facilities and morgue sites, if required.
 - c. Coordinate with emergency health and medical services.
9. The Building & Grounds Department will:
- a. Inspect damaged medical facilities.
 - b. Make temporary repairs to medical facilities.
10. The Director of Public Works will:
- a. Coordinate the restoration of utilities service to key medical facilities.
11. The Public Information Officer (PIO) will:
- a. Disseminate emergency public information provided by health and medical officials. The Health Officer has primary responsibility for the coordination of health & medical information intended for release through public media during emergency operations.

Direction and Control

A. General

- 1. The Public Health Authority/Officer, working as staff of the City of Stephenville emergency organization, supported by an appropriate network, shall direct and coordinate the efforts of local health and medical services and agencies, and organizations during major emergencies and disasters requiring an integrated response.
- 2. Routine health and medical services operations may continue during less severe incidents. Direction and control of such operations will be by those that normally direct and control day-to-day health and medical activities.
- 3. External agencies providing health and medical support during emergencies are expected to conform to the general guidance provided by our senior decision-makers and carry out mission assignments directed by the IC or EOC.

B. Continuity of Government

1. Each department or agency with communications responsibilities shall establish a line of succession for communications personnel.

C. Disaster Area Medical Coordination

1. In incidents involving significant damage to City of Stephenville medical facilities, each facility shall be responsible for determining its overall status and compiling a consolidated list of resources or services needed to restore vital functions. Each operating unit will report its status and needs to a single contact point designated by the facility. This facility contact should consolidate the data provided and report it to the Health and Medical staff in the EOC.
2. The Health Officer must be prepared to receive the consolidated requests and channel various elements of those requests to those local health and medical facilities as well as other departments, agencies, and organizations that can best respond. Requests for resources that cannot be obtained through normal sources of supply or through mutual aid by health and medical facilities outside the local area should be identified to the Logistics staff in the EOC for action.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

B. Records

1. Records generated during an emergency shall be retained for use in documenting costs, in accordance with internal SOPs and applicable legal guidelines.

Records should be protected from the effects of disaster as feasible. Should records be damaged, professional assistance in preserving/restoring such records should be obtained as soon as possible.

C. Training

1. Staff shall be trained on their respective functions.

D. Resource Data

1. A list of available resources shall be kept current and available in Public Health Authority/Officer.
2. A list of sources for necessary resources shall be kept current and stored EOC or IC.

Development and Maintenance

The Health Authority will maintain responsibility for the development and maintenance of this ESF.

The EMC, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible agencies.

References (Contributors)

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, Director of Public Works

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

1. Medical Facilities

Appendix I: Medical Facility List

(*If attached appended at the end of Document)

[Medical Facilities List.docx](#)

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 10

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Fire Department
- Emergency Management

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. ESF #10 – HazMat provides HazMat coordination and support services for emergency operations in City of Stephenville.
- B. This document applies to City of Stephenville and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- C. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an emergency/disaster of any type.

Purpose

A. Function

This ESF establishes the policies and procedures under which City of Stephenville will operate in the event of a HazMat incident. It defines the roles, expectations, and organization of entities in responding to and recovering from an incident involving HazMats and/or the transport, use, storage, or processing of the same.

B. Goal

Provide City of Stephenville with a mechanism to manage HazMat response and recovery during an incident.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional HazMat operations.
- b. Provide information to decision makers about HazMats.
- c. Describe roles, responsibilities and actions that ensure HazMat operational support during incident response.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980
CHEMTREC	Chemical Transportation Emergency Center
EHS	Extremely Hazardous Substance
EPCRA	Emergency Planning, Community Right to Know Act 1986
ERG	Emergency Response Guide (US Dept of Transportation)
HC	Hazardous Chemicals
HS	Hazardous Substances
LEPC	Local Emergency Planning Committee
MSDS	Material Safety Data Sheet
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
RCRA	Resource Conservation and Recovery Act
RCP	Radiation Control Program
RMP	Risk Management Plan
RO	Radiological Officer
RPP	Radiation Protection Program
SARA III	Superfund Amendments and Reauthorization Act of 1986
SERC	State Emergency Response Commission

Definitions

1. **Accident Site.** The location of an unexpected occurrence, failure, or loss, either at a regulated facility or along a transport route, resulting in a release of listed chemicals.
2. **Acute Exposure.** Exposures, of a short duration, to a chemical substance that will result in adverse physical symptoms.
3. **Acutely Toxic Chemicals.** Chemicals which can cause both severe short term and long term health effects after a single, brief exposure of short durations. These chemicals can cause damage to living tissue, impairment of the central nervous system and severe illness. In extreme cases, death can occur when ingested, inhaled, or absorbed through the skin.
4. **CHEM-TEL.** Provides emergency response organizations with a 24-hour phone response for chemical emergencies. CHEM-TEL is a private company listed in the ERG.
5. **CHEMTREC.** The CHEMTREC is a centralized toll-free telephone service providing advice on the nature of chemicals and the steps to be taken in handling the early stages of transportation emergencies where hazardous chemicals are involved. Upon request, CHEMTREC may contact the shipper, National Response Center, and manufacturer of HazMats involved in the incident for additional, detailed information and appropriate follow-up action, including on-scene assistance where possible.
6. **Cold Zone.** The area outside the Warm Zone (Contamination Reduction Area) that is free from contaminants.
7. **Extremely Hazardous Substances.** Substances designated as such by the EPA pursuant to the EPCRA. EHS inventories above certain threshold quantities must be reported annually to the SERC, LEPCs, and local fire departments pursuant to Section 312 of EPCRA and TCRAs. EHS released which exceed certain quantities must be reported to the SERC, NRC, and local agencies pursuant to the EPCRA and TCRAs. The roughly 360 EHSs and pertinent reporting quantities, are listed in 40 CFR 355.
8. **Hazard.** The chance that injury or harm will occur to persons, plants, animals, or property.
9. **Hazard Analysis.** Use of a model or methodology to estimate the movement of hazardous materials at a concentration level of concern from an accident site at fixed facility, or on a transportation route to the surrounding area, in order to determine which portions of a community may be affected by a release of such materials.
10. **Hazardous Chemicals.** Chemicals, chemical mixtures, and other chemical products determined by US OSHA regulations to pose a physical or health hazard. No specific list of chemicals exists, but the existence of a MSDS for a product indicates it is a hazardous chemical. Facilities that maintain more than 10,000 pounds of a HC at any time are required to report inventories of such chemicals annually in accordance with TCRAs.
11. **HazMat.** A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported in commerce. A substance which, by its nature, containment, and reactivity, has the capacity for inflicting harm during an accidental occurrence, characterized by being toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer and thereby posing a threat to health and the environment when improperly managed. Includes ESHs, Hs, HCs, toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
12. **Hazardous Substances.** Substances designated as such by the EPA pursuant to the CERCLA. Facilities, which have more than 10,000 pounds of any HS at any time, are required to report inventories of such substances annually to the SERC in accordance with TCRAs. HS releases above certain levels must be reported to the NRC, the SERC, and local agencies pursuant to CERCLA, section 304 of EPCRA, and TCRA. The roughly 720 HS and pertinent reporting quantities are listed in 40 CFR 302.4.
13. **Hot Zone.** The area surrounding a particular incident site where contamination does or may occur. All unauthorized personnel may be prohibited from entering this zone.
14. **Incident Commander.** The overall coordinator of the response team. Responsible for on-site strategic decision and actions throughout the response phase. Maintains close liaison with the appropriate government agencies to obtain support and provide progress reports on each phase of the emergency response. Must be trained to a minimum of operations level and certified in ICS.
15. **ICS.** A standardized on-scene emergency management system specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all emergency responses and is applicable to small, as well as, large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management.
16. **NRC.** Interagency organization, operated by the US Coast Guard, that receives reports when reportable quantities of dangerous goods and hazardous substances are spilled. After receiving notification of an incident, the NRC will immediately notify appropriate federal response agencies, which may activate the Regional Response Team or the National Response Team.

17. NIMS. The system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private sector; and non-governmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity, the NIMS includes a core set of concepts, principles, and terminology.
18. On-scene. The total area that may be impacted by the effects of a hazardous material incident. The on-scene area is divided into mutually exclusive on-site and off-site areas.
19. Plume. A vapor cloud formation that has shape and buoyancy. The cloud may be colorless, tasteless, odorless, and may not be visible to the human eye.
20. Regulated facility. A plant site where handling/transfer, processing, and/or storage of chemicals is performed. For the purposes of this annex, regulated facilities (1) produce, use, or store EHSs in quantities which exceed threshold planning quantities or (2) hold one or more HCs in a quantity greater than 10,000 pounds at any time. Facilities that meet either criterion must annually report their inventories of such materials to the SERC, local LEPCs, and the local fire department in accordance with TCRAs.
21. Reportable quantity. The minimum quantity of hazardous material released, discharged, or spilled that must be reported to federal state and/or local authorities pursuant to statutes and regulations.
22. Response. The efforts to minimize the hazards created by an emergency by protecting the people, environment, and property and returning the scene to normal pre-emergency conditions.
23. RMP. Pursuant to section 112r of the CAA, facilities that produce, process, distribute or store 140 toxic and flammable substances are required to have a RMP that includes a hazard assessment, accident prevention program, and emergency response program. A summary of the RMP must be submitted electronically to the EPA; it can be accessed electronically by local governments and the public.
24. SONS. A spill or discharge oil or hazardous material as defined by the National Oil and Hazardous Substance Contingency Plan (NCP) that occurs either in an inland zone or a coastal zone that requires a response effort so complex that it requires extraordinary coordination of Federal, State, local, and other resources to contain or clean up. Authority to declare a SONS in an inland zone is granted to the EPA Administrator. For discharges in a coastal zone the United States Coast Guard Commandant may declare a SONS. The Department of Homeland Security may classify a SONS as an incident of national significance.
25. Toxic substances. Substances believed to produce long-term adverse health effects. Facilities which manufacture or process more than 25,000 pounds of any designated toxic substance or use more than 10,000 pounds of such substance during a year are required to report amounts released into the environment annually to the SERC and the EPA. This list of toxic substances covered is contained in 40 CFR 372.
26. Vulnerable Facilities. Facilities which may be of particular concern during an hazmat incident because they:
 - a. Are institutions with populations that are particularly vulnerable or could require substantial assistance during an evacuation (schools, hospitals, nursing homes, day care centers, jails),
 - b. Fulfill essential population support functions (power plants, water plants, the fire/police/EMS dispatch center), or
 - c. Include large concentrations of people (shopping centers, recreation centers)
27. Warm Zone. An area over which the airborne concentration of a chemical involved in an incident could reach a concentration that may cause serious health effects to anyone exposed to the substance for a short period of time

Situations and Assumptions

A. Situation

1. See basic plan for a general situation statement.
2. HazMats are commonly used, transported and produced in the local area, thus HazMat incidents can occur here.
3. Radiological materials, being a type of HazMat, are distinct enough that differing bodies at the state and federal levels will assume the responsibility of offering guidance and assistance to local governments during any response.
4. Except for radiological incidents involving federal facilities or federally owned nuclear materials, the State or local government has the responsibility for taking required emergency response actions. Response from City of Stephenville will be in compliance with NIMS operating principles and protocols, and will constitute general guidance for all responders to the radiological incident. Support may be requested from federal agencies pursuant to the NRF. DHS has overall responsibility of all actual and potential incidents of national significance and accidents or incidents involving nuclear or radioactive materials that may or may not rise to the level on an incident of national significance. Various federal coordinating agencies will lead the response.

to incidents of lesser severity by coordinating federal radiological monitoring assistance to state and local governments

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5. City of Stephenville is responsible for the initial response to a HazMat incident that occurs within City of Stephenville. HazMat response resources are listed within ESF 7 or within a computerized database.
6. DSHS/RCP, as the state radiation control agency, has primary responsibility for the state radiological protection program. DSHS/RCP also provides statewide training for ROs and radiological monitors.
7. The federal agency responsible for accidents at nuclear facilities licensed by the State of Texas or incidents involving shipments of radioactive materials licensed by the State is the Nuclear Regulatory Commission. The US DOE and DOD have the lead federal role in incidents at their facilities or accidents involving their shipments. Each of these federal agencies in addition to the USCG, the EPA, and NASA may serve as a coordinating agency for DHS.
8. Additional external resources may be available and requested by the State of Texas in accordance with the SMRAP.
9. Vulnerable Facilities potentially at risk from a HazMat release are identified in this document. identified in this document.
10. Regulated facilities that may create a HazMat risk are identified in this document. identified in this document.
11. HazMat transportation routes that may pose a risk to City of Stephenville are identified in this document. identified in this document.
12. Evacuation routes from risk areas surrounding regulated facilities are described in this document.
13. Radiological Hazards. This jurisdiction is susceptible to accidents involving radioactive materials susceptible to accidents involving radioactive materials at in transport. Hospitals and medical facilities use a wide range of radioactive sources in nuclear medicine, as well as, in research and development programs. Radioactive sources are used to x-ray pipe welds, in well logging, and for many other common industrial and business uses. These sources can be extremely hazardous (life threatening) when removed from their containers, either intentionally or by accident. A variety of radioactive materials are transported on our highways and rail systems, sometimes in unmarked vehicles. Additionally, radioactive materials may be present on some aircraft.

NOTE: Include these sections only if they apply.

A portion of False is within the Pantex Plant Emergency Planning Zone. See Annex W for planning for Pantex Plant emergencies.

A portion of True is within the emergency planning zone of the Comanche Peak. See [appropriate annex or planning guide] for emergency planning related to this facility.

are identified in this document. is on a designated shipment route for certain DOE radiological materials. See Appendix 5 for information regarding these shipments.

14. Per EPCRA, a local fire chief has the authority to request and receive information from regulated facilities on hazardous material inventories and locations for planning purposes and may conduct an on-scene inspection of such facilities.
15. If we are unable to cope with an emergency with our own resources and those available through mutual aid, the State may provide assistance. When requested by the State, assistance may also be provided by federal agencies.
16. The Erath County LEPC Local Emergency Planning Committee is responsible for providing assistance to the City of Stephenville in hazardous materials planning.

B. Assumptions

1. There is a possibility that City of Stephenville may experience a radiological incident, which may threaten public health and safety, private or public property, and/or the environment, which will necessitate the implementation of protective actions for the public at risk.
2. A nuclear attack against the United States is considered highly unlikely. The deliberate release of radioactive materials by criminals or terrorists in the local area is possible, but considered unlikely.
3. An accidental release of HazMat could pose a threat to the local population or environment. A hazardous

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materials incident may be caused by or occur during another emergency, such as flooding, a major fire or tornado. Item 35.

4. City of Stephenville is prepared to carry out the initial emergency response on an independent basis. If our resources alone are inadequate to cope with a radiological incident we may request state assistance through our Disaster District. The DSHS/RCP, as the state radiation control agency, will provide advice and assistance to local personnel in responding to an incident involving an actual or suspected radiological release.
5. A major transportation HazMat incident may require the evacuation of citizens at any location within City of Stephenville.
6. Regulated facilities will report HazMat inventories to local fire department(s) and the LEPC.
7. In the event of a HazMat incident, regulated facilities and transportation companies will promptly notify City of Stephenville's emergency contact point of the incident and make recommendations to local emergency responders for containing the release and protecting the public.
8. In the event of a Hazmat incident, City of Stephenville will determine appropriate protective action recommendations for the public, disseminate such recommendations, and implement them.
9. The length of time available to determine the scope and magnitude of a hazmat incident will impact protective action recommendations.
10. During the course of an incident, wind shifts and other changes in weather conditions may necessitate changes in protective action recommendations.

Concept of Operations

- A. A basic local RPP consists of the EOC and an incident response capability that includes one or more ROs to manage the program and trained radiological monitors equipped with appropriate radiation detection equipment and communication equipment.
- B. To conduct an effective RPP, City of Stephenville will:
 1. Maintain information on radiological monitoring instruments by type, number, location, and owner. [City of Stephenville owns and maintains specialized radiological detection equipment.] [City of Stephenville possesses radiation detection equipment on loan from the State.] See ESF #7 for a list of radiological monitoring resources within City of Stephenville.
 2. Establish procedures for initial emergency response to radiological accidents. See the Radiological Incident Response Checklist in Library.
 3. Establish a radiological incident reporting system.
 4. Appoint personnel and provide training to local emergency responders, emergency management personnel, ROs, and radiological monitors.
 5. Establish procedures for decontamination and recovery operations.
- C. Radiological accidents may be discovered by the public, by businesses that use or transport such materials, or by local responders who are summoned to an accident site. Local personnel are likely to be first emergency responders on the scene of a radiological accident. The first local emergency responder at the scene will take charge, initiating the ICS, and serve as the IC until relieved by a more senior or more qualified individual.
- D. The IC will provide information on the incident to local officials through the Communications Center. The IC shall make an initial assessment of the situation, to include an estimate of the likelihood of a release of radiological materials. If it appears that radiological materials have been released into the environment or such a release appears likely, the EOC will be activated to support the incident response.
- E. The IC should identify response resources required and direct the on-scene response to contain or prevent spread of contamination at the incident site. The initial response should be accomplished in accordance with established hazardous materials response criteria. At least one trained RO or radiological monitor should participate in the response to a known or suspected radiological incident.
- F. If it appears that a release of radiological materials has occurred or is possible, the IC is responsible for determining and implementing appropriate protective actions for the public in the immediate area of the incident. The IC is also responsible for advising personnel responding to the incident of potential hazards and determining requirements for PPE. Responders who lack appropriate hazardous materials training and appropriate PPE should not be committed to radiological incidents.

- G. If it appears that a radiological release has or may affect areas beyond the incident site, the IC should coordinate with the EOC to agree upon a division of responsibilities for warning the public, making required notifications, implementing protective actions for the public in areas beyond the incident site, and obtaining additional resources and technical assistance.
- H. Suitable initial public protective actions for a radiological incident may include evacuation and/or sheltering in place.
- I. DSHS/RCP will normally conduct a detailed incident assessment, identify affected areas through radiological monitoring, recommend follow-on protective measures to protect public health, and oversee recovery operations. Long-term protective measures may be implemented by DSHS or other state regulatory agencies and may include controls on the movement and use of livestock, foodstuffs, milk, and feed from contaminated areas and on the use of drinking or irrigation water from contaminated sources
- J. the Communications Center or the EOC, if activated, shall be responsible for making required emergency notifications to state and federal agencies. Radiological releases should be reported to:
1. The local DPS office in Stephenville DPS office, which will relay information to the DDC and TDEM.
 2. The DSHS/RCP at 512-458-7460 (24-hour).
 3. The State Environmental Hotline at 1-800-832-8224.
 4. The National Response Center at 1-800-424-8802.
 5. If incident involves a deliberate release of radiological materials, the FBI at Stephenville DPS office.
- K. The EOC is responsible for coordinating with the DSHS/RCP to obtain technical advice and assistance regarding radiological issues. The DSHS/RCP staff in Austin has the capability to provide advice by telephone to the EOC or directly to the IC until DSHS/RCP personnel arrive on the scene. The DSHS/RCP may formulate requests for the Governor for additional radiological monitoring and assessment assistance from the federal government or from other states, if required. The [County Judge/Mayor] may request other types of state assistance through the DDC Chairperson.
- L. The Incident Commander shall provide situation updates to the EOC; the EOC should prepare and transmit situation reports to the Disaster District.
- M. Exposure records and medical follow-up will be provided for responders who have entered contaminated areas.
- N. In the event of a radiological accident involving nuclear weapons, special nuclear material, or classified components, the federal agency, which owns that material may declare a National Defense Area (NDA) or National Security Area (NSA) around the site and take exclusive control within that area. NDAs and NSAs are established to safeguard classified information or restricted data, equipment, or material.
- O. US DOE has jurisdiction on accidents involving DOE transuranic waste shipments.
- P. The deliberate release of radioactive materials is a crime under a number of state and federal laws. Any incident of this type must be promptly reported to local and state law enforcement agencies. The FBI has lead responsibility for criminal investigations of terrorist acts or terrorist threats involving WMD, including improvised radiological dispersion devices; DPS is the lead state agency. DHS is responsible for overall coordination of all actual and potential Incidents of National Significance and accidents or incidents involving radiological materials that may or may not rise to the level of an incident of national significance; TDEM is the lead state agency. If a release of radiation is believed to be an act of terrorism, City of Stephenville will ensure the incident is reported to both to DPS and the FBI.
- Q. Relationships between levels of government
1. Federal
 - a. Coordination with Federal ESF #10 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.
 2. Tribal
 - a. Communication with tribal government may occur through a liaison at the discretion of the tribe.
 3. State
 - a. Coordination with the State ESF #10 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.
 4. Local/Regional
 - a. Local and Regional entities maintain primary responsibility for addressing local gaps and

R. Activities by Phase of Emergency Management

1. Prevention

- a. Maintain an effective public warning system.
- b. Establish/maintain a hazardous cargo route.
- c. Identify type and quantities of HazMats present in the community at fixed sites or in transport routes.
- d. Receive and maintain data on HazMat inventories at local regulated facilities for use in planning.
- e. Stephenville Fire Department performs periodic inspections of facilities that produce, use, or store HazMats.
- f. City of Stephenville monitors land use/zoning to ensure local officials are aware of plans to build/expand facilities that make, use, or store HazMats

2. Preparedness

- a. Establish and staff a RPP System.
- b. Ensure responders have data regarding local facilities licensed to use, store, or transport radiological materials. This info may be obtained from the DSHS/RCP.
- c. Ensure radiation detection equipment is available and operational.
- c. Educate the public about HazMats, to include radiological, and protective actions.
- d. Train, equip, and exercise personnel.
- e. Develop SOPs for HazMat response and recovery.
- f. Obtain HazMat release modeling tools and train personnel on its use.
- g. Meet with regulated facilities and transporters to ensure that local emergency plans are coordinated to the extent possible and that emergency contact information is up-to-date.

3. Response

- a. Activate RPP, as needed.
- b. Monitor sanitation activities.
- c. Ensure supplies of water are available.
- d. Conduct environmental health activities regarding waste disposal, refuse, food and water control, and vector control.
- e. See Appendix I.

4. Recovery

- a. Ensure radiation source material or other HazMat is removed and ensure access to contaminated areas is controlled until they are cleaned up.
 1. Cleanup will normally be performed by a contractor supervised by state or federal agencies and paid for by the responsible party, if one can be located.
 2. Dilution is a prohibited substitute for treatment.
- b. The spiller, by common law, is responsible for all cleanup activities.
- c. The Chief elected official will appoint a recovery coordinator to oversee recovery efforts and serve as the local government point of contact with the responsible party, cleanup contractors, and state/federal agencies. For major incidents, it may be desirable to designate a recovery team consisting of coordinator and representatives of the various entities who have an interest in recovery operations.
- d. Work with state and federal agencies to assess damage, if any.
- e. Work with the DSHS/RCP to continue area radiation monitoring, if required.
- f. Work with the DSHS/RCP to determine the cause of the incident and determine liability.

Organization and Assignment of Responsibilities

A. General

1. The RO is in charge of the RPP on a day-to-day basis. Once a radiological accident occurs, responsibility for managing and directing the response is assigned to the IC and responsibility for coordinating external support is assigned to the EOC staff.
2. Effective response to a radiological incident requires a coordinated response by local departments, agencies, and officials, together with representatives of the facility or company responsible for the incident, augmented, in certain circumstances, by state and federal agencies with responsibilities for radiological incidents. Technical assistance for a radiological incident may be provided by the facility, by state and federal agencies, or by industry.

B. Task Assignments

1. The Mayor will:
 - a. Appoint one or more Radiological Officers to coordinate all RPP activities.
 - b. Coordinate with the IC and, based upon recommendations, activate the EOC.
2. Fire Chief or his designee will be appointed Community Emergency Coordinator and will:
 - a. Coordinate with emergency coordinators of regulated facilities and vulnerable facilities to maintain a list of such facilities.
 - b. Keep an accurate and up-to-date HazMat emergency contact roster.
 - c. Ensure each regulated facility and transport company is notified of a contact number to report HazMat incidents.
 - d. Coordinate the review of regulated facility plans by local officials.
3. The Recovery Coordinator/Team will:
 - a. Ensure access controls are in place for contaminated areas that cannot be cleaned up immediately
 - b. Ensure documentation and cost data relating to the incident response is preserved and maintain a list of such records which indicates their locations to facilitate claims against the responsible party and/or reimbursement by the state/federal government.
 - c. Review plans for cleanup and restoration proposed by the responsible party or state or federal agencies and then monitor their implementation.
 - d. Monitor the removal and disposition of hazardous materials, contaminated soil and water, and contaminated clothing.
 - e. Review proposed mitigation programs and monitor their implementation.
4. Stephenville Fire Department will:
 - a. Carry out the general fire service responsibilities.
 - b. Normally provide the IC for HazMat response operations.
5. IC will:
 - a. Manage emergency response resources and operations at the incident site to control the incident.
 - b. Establish a Command Post.
 - c. Determine and communicate the incident classification.
 - d. Take immediate steps to identify the hazard and determine a safe route into the incident, and pass that information to the Communications Center, who should relay pertinent information to all responders.
 - e. Initiate appropriate action to control and eliminate the hazard in accordance with SOP.
 - i. If the EOC is activated, determine a division of responsibility for tasks required in HazMat response.

- f. Determine and implement protective actions for emergency responders and the public in the vicinity of the site.

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6. Radiological Officer will:

- a. In [month] of each year, obtain a current listing of local licensed users of radiological materials from DSHS/RCP, maintain a copy of that list, and provide copies to emergency response elements for use in operational planning.
- b. Ensure a sufficient number of radiological detection instruments are in-place and operational.
- c. Ensure selected emergency responders are provided training in radiological monitoring.
- d. Schedule and conduct an annual review of this annex and coordinate update of the annex, if needed.

7. Law Enforcement will:

- a. Maintain a radio-equipped officer at the ICP until released by the IC.
- b. Restrict access to incident sites and contaminated areas to protect the public.
- c. Evacuate citizens as directed by the IC, and engage traffic control as needed.
- d. Assist in warning the public as needed.
- e. If the release of radiation appears deliberate, control the scene, apprehend suspects, conduct an investigation, and if the incident appears to be related to terrorism, ensure DPS and the FBI are advised.

8. EMS will:

- a. Provide medical care and transport for casualties.
- b. Alert hospitals of potentially contaminated victims.

9. Hospitals will:

- a. Provide medical care.
- b. Prepare to decontaminate patients.

10. The City of Stephenville will:

- a. When notified of an incident that may impact water/sewer, take precautionary actions to prevent damage to those systems.
- b. If a HazMat incident impacts water or sewer systems, check systems for damage and restore service.
- c. When appropriate, provide inputs to the IC or EOC for protective actions for the public related to water/sewer.

11. Regulated Facilities/HazMat Transport companies will:

- a. Provide current emergency contact information to local authorities.
- b. Provide planning support for accidental release contingency planning by local emergency responders.
- c. In the event of a HazMat incident:
 - i. Notify local officials as required by law.
 - ii. Provide accident assessment information to local emergency responders.
 - iii. Make recommendations to local responders for containing the release and protecting the public.
 - iv. Carry out emergency response as outlined in company or facility emergency plans to minimize consequences.
 - v. Assist local responders per mutual aid agreements.
 - vi. Provide follow-up status reports on an incident until resolved.
 - vii. Clean up or arrange for cleanup of HazMat spills for which the company is responsible.
- a. Regulated facilities are also required to:
 - i. Report HazMat inventories to the SERC, LEPC, and local FD as required by law.
 - ii. Provide MSDSs for HazMats produced or stored on-site, to LEPCs and local FDs.
 - iii. Designate an on-site emergency coordinator.
 - iv. Develop an on-site emergency plan that specifies notification and emergency response procedures and recovery actions. Facilities covered by the Clean Air Act are required to have more extensive RMPs, a summary of which must be filed with the EPA. Local officials can access that information via the Internet.
 - v. Coordinate on-site emergency plan with local officials to ensure that the facility emergency plan complements the local emergency plan.
- b. If local resources are insufficient, City of Stephenville may request state assistance from the DDC Chairperson in [Local DDC office]. The DDC chairperson is authorized to employ those state resources within the district, except that use of Texas Military Forces requires the approval of the Governor. If

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- state resources within the district are inadequate, the DDC chairperson will send a request to the
- c. For major incidents, the SOC will coordinate state assistance that cannot be provided by the request federal assistance as needed.
- d. TCEQ
 - i. Serve as the lead state agency for response to most hazardous materials and inland oil spills.
 - ii. Serves in an advisory role to the federal on-scene coordinator if federal resources are provided.
 - iii. Monitors all cleanup and disposal operations and coordinates with other state agencies.
 - iv. Determines the adequacy of containment and cleanup operations.
 - v. If the responsible party cannot be identified or is unable to clean up the spill, TCEQ may arrange for contractor support funded by the Texas Spill Response Fund.
- e. DPS provides assistance to local law enforcement in areas of traffic control, evacuation, and protection of property.
- f. The GLO is the lead state agency for response to HazMat and oil spills affecting coastal waters or bodies of water flowing into coastal waters.
- g. RRC is the lead state agency for response to spills of crude oil and natural gas at exploration and production facilities and from intrastate crude oil and natural gas pipelines.
- h. TxDOT may be able to provide heavy equipment to assist with containment of spills near public roads, but TxDOT personnel are not trained nor equipped as HazMat responders.
- i. The state has established the Texas Environmental Hotline, which receives reports of HazMat releases or oil spills and disseminates that information electronically to appropriate state agencies.
- j. A spill or discharge of oil or other HazMat that occurs either in an inland or coastal zone that requires a response effort so complex that it requires extraordinary coordination of Federal, State, and local resources to contain or clean up, may be determined to be a SONS.
- k. Authority to declare a SONS in an inland zone is granted to the EPA administrator. For discharges in a coastal zone the USCG Commandant may declare a SONS. DHS may classify a SONS as an incident of national significance.

Direction and Control

A. General

1. The Mayor will establish local policies relating to radiological protection and may provide general guidance for emergency operations.
2. The IC or a combination of IC and EOC will handle direction and control for a HazMat incident.
3. The RO will carry out day-to-day management of the RPP.

B. Continuity of Government

1. Each department or agency with communications responsibilities shall establish a line of succession for communications personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

B. Records

1. Records generated during an emergency shall be retained for use in documenting costs, in accordance with internal SOPs and applicable legal guidelines.

Records should be protected from the effects of disaster as feasible. Should records be damaged, professional assistance in preserving/restoring such records should be obtained as soon as possible.

2. HazMat release liability falls upon the entity responsible for the release, to include costs of injury, death, damages to structures or environment, and cleanup. If the responsible party cannot be identified, we may be eligible for reimbursement of certain HazMat response costs by the EPA; this program requires timely submission of an application with supporting data to EPA Region IV in Dallas.

C. Training

1. Federal law requires that individuals, who respond to hazardous materials incidents, including radiological incidents, should be adequately trained and equipped for the tasks they will perform.

Development and Maintenance

The Fire Chief will maintain responsibility for the development and maintenance of this ESF.

The EMC, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible entities.

References (Contributors)

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, Public Works

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

SUPPORTING DOCUMENTS [Jurisdictions may attach these documents rather than fill in a box]

1. HazMat Response Procedure

Appendix I: HazMat response procedure

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1. Incident Classification. To facilitate the proper incident response, a three level incident classification scheme will be used. The incident will be initially classified by the first responder on the scene and updated by the incident Commander as required.
 - a. Level I – Incident. An incident is a situation that is limited in scope and potential effects; involves a limited area and/or limited population; evacuation or sheltering in place is typically limited to the immediate area of the incident; and warning and public instructions are conducted in the immediate area, not community-wide. This situation can normally be handled by one or two local response agencies or departments acting under an IC, and may require limited external assistance from other local response agencies or contractors.
 - b. Level II – Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. It does or could involve a large area, significant population, or critical facilities; require implementation of large-scale evacuation or sheltering in place and implementation of temporary shelter and mass care operations; and require community-wide warning and public instructions. You may require a sizable multi-agency response operating under an IC; and some external assistance from other local response agencies, contractors, and limited assistance from state and federal agencies.
 - c. Level III – Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. It involves a large area, a sizable population, and/or critical resources; may require implementation of large-scale evacuation or sheltering in place and implementation of temporary shelter and mass care operations and requires a community-wide warning and public instructions. This situation requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
2. Initial Reporting
 - a. It is anticipated that a citizen who discovers a hazardous material incident will immediately notify the [County/City] through the 9-1-1 system and provide some information on the incident.
 - b. Any public sector employee discovering an incident involving the potential or actual release of hazardous material should immediately notify [Dispatch, the Communications Center] and provide as much of the information required for the Hazardous Materials Incident Report as possible.
 - c. Operators of regulated facilities and Hazmat transportation systems are required by law to report certain types of Hazmat releases. For Hazmat incidents occurring at regulated facilities, a facility representative at a regulated site is expected to immediately notify [9-1-1, Dispatch, the Communications Center] and provide information for a Hazardous Materials Incident Report.
3. Notification
 - a. Upon receiving a Hazardous Materials Incident report, the Communications Center will initiate responder notifications commensurate with the incident classification (Level I, II, or III) in accordance with [its Communications SOP, other guidance document].
4. Response Activities
 - a. The first firefighter or law enforcement officer on the scene should initiate ICS, establish an ICP, and begin taking action per guidance and SOP. If the situation requires immediate action to isolate the site and evacuate nearby residents, the first officer on the scene should advise Erath County LEPC and begin such actions.
 - b. As other responders arrive, the senior firefighter will generally assume the role of IC for Hazmat emergencies and continue taking the actions listed in the General Hazmat Response Checklist.
 - c. The EOC may be activated for a Level II (Emergency) response and will be activated for Level III (Disaster) response.
5. ICP - EOC Interface
 - a. If the EOC is activated the IC and the EOC shall agree on and implement an appropriate division of responsibilities for the actions listed in the General Hazmat Response Checklist.
 - b. Regular communication between the ICP and the EOC regarding checklist actions is required to ensure that critical actions are not inadvertently omitted.
6. Determining Affected Areas and Protective Actions
 - a. The IC shall estimate areas and population affected by a Hazmat release, and may be assisted by the EOC in that process. Aids for determining the size of the area affected may include:
 - i. The Emergency Response Guidebook
 - ii. Computerized release modeling [using CAMEO/ALOHA and other software]
 - iii. Assistance by the responsible party
 - iv. Assistance by expert sources such as CHEMTREC or CHEM-TEL

- b. The IC shall determine required protective actions for response personnel and the public, and may be aided in determining protective actions for the public by the EOC.
- c. The IC will typically provide warning to and implement protective actions for the public in the immediate vicinity of the incident site. The EOC will normally oversee dissemination of warning and implementation of protective actions for the public beyond the immediate incident site and related activities such as traffic control and activation of shelters.

7. Release Containment

- a. The responsibility for selecting and implementing appropriate measures to contain the release of hazardous materials is assigned to the IC, who may obtain advice from the responsible party, state and federal agencies, and appropriate technical experts.
- b. Containment methods may include construction or use of berms, dikes, trenches, booms and other deployable barriers, stream diversion, drain installation, catch basins, patching or plugging leaking containers, reorientation of containers, freeing of valves, or repackaging.

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 11

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

Emergency Management
Police Department

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

- A. The purpose of Emergency Support Function (ESF) #11—Agriculture and Animals, is to provide for the coordination of services to animals and the agricultural community. The primary and support organizations of ESF #11 coordinate with animal service agencies, agricultural service agencies and related governmental, non-governmental, and private organizations to provide information and support for county-level assessment, response and recovery operations that may impact the animal or agricultural communities in City of Stephenville.
- B. This document applies to City of Stephenville and all jurisdictions signatory to the basic plan. Whenever this support function indicates a city/county official or office, the support function also refers to the corresponding municipal official or office.
- C. Respective primary and support agencies are responsible for the dissemination of information that may be of value to other ESF representatives. This information sharing contributes to the response and recovery during an emergency/disaster of any type.

Purpose

A. Function

B. Goal

Provide City of Stephenville with a mechanism to manage Agricultural and Animal operations.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional response efforts.
- b. Provide information to decision makers about agricultural and animal operations.
- c. Describe roles, responsibilities and actions that ensure operational support during incident response.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

AAFFS	Animals, Agriculture, and Food & Feed Safety
ALEXT	Texas A&M Agrilife Extension Service
ARCC	Animal Response Coordination Center
ART	Animal Response Team
CARP	Community Animal Response Plan
CVMBBS	Texas A&M College of Veterinary Medicine and Biomedical Sciences
FEAD	Foreign and Emerging Animal Disease
FSA	USDA Farm Service Agency
LSP	Livestock Supply Point
PPQ	Plant Protection and Quarantine
TOA	Texas Department of Agriculture
VS	Veterinary Services

Definitions

1. Agriculture. The cultivation of soil to produce crops, horticulture, floriculture, viticulture, forestry, or the raising/keeping of livestock or poultry.
2. Agrilife County Extension Agent. A jointly employed state and county employee, working at the county level who serves as a professional educator and subject matter expert, and resource provider for agriculture and

natural resources.

3. Agrilife Extension Livestock/Poultry Specialist. A state employee, working at the regional and state level, serves as a professional educator, subject matter expert, and resource provider for livestock and poultry.
4. Animal. For the purposes of this ESF, a general term used to encompass household pets, service animals, research animals, zoo animals, show animals, agricultural production animals (livestock and poultry), wildlife and equids.
5. ARCC. Multi-Agency coordination group that provides off-scene coordination and support to the Texas Multi-Agency Coordination System through the SOC during an animal emergency. The Texas State Veterinarian is the lead state official for the ARCC and activates the ARCC at TAHC HQ in the event of an animal emergency. The ARCC allocates and re-allocates resources for animal emergencies through the SOC and sets incident priorities.
6. Agricultural Critical Infrastructure. The assets, systems, and networks, whether physical or virtual, of the agriculture continuum, which are so vital that the incapacitation or destruction of such assets, systems, or networks would leave a debilitating impact upon security, economic security, public health or safety, or any combination therein.
7. Livestock. As defined in the Texas Agriculture Code, cattle, horses, mules, asses, sheep, goats, llamas, alpacas, exotic livestock, including elk and elk hybrids, and hogs unless otherwise defined.
8. RRT. Joint response team with members of DSHS and the OTSC, trained and equipped to identify food-borne illness outbreaks quickly and to mitigate effects of such illnesses.
9. Service Animal. Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including sensory, psychiatric, intellectual, or other mental disability. Other species of animal, wild or domestic, train or untrained, are not service animals for the purposes of this ESF. The work or tasks performed by a service animal must be directly related to the handler's disability. The crime-deterrent effects of an animal's presence and the provision of emotional support, well being, comfort, or companionship do not constitute work or tasks for the purposes of this ESF.
10. Zoonosis. A disease communicable from animals to humans under normal conditions.

Situations and Assumptions

A. Situation

1. The health and safety of the public is the top priority of this plan. Public safety and health can be put at risk when hazards affect the agricultural sector, and it is imperative to ensuring public safety and health protection that these agricultural affects be addressed.
2. Plants, animals, and agricultural foods, feed, and other products are vulnerable to diseases as well as natural, technological, and other human-caused hazards. This includes the threat of terrorism anywhere within the agriculture production, processing, and distribution continuum.
3. In an animal, plant, food, or feed incident, the mere perception of an impact to the integrity of the supply could cause a devastating economic impact.
4. The duration of a response to an agriculture-related, animal disease emergency is not necessarily the same as the response phase for a typical non-disease disaster situation. Animal disease responses are generally not completed until: a) the disease is conclusively eradicated (certified by negative test results in an area over time); b) there is a public perception that the product is again safe for consumption; and c) national and international trading partners begin to once again purchase the product.
5. ESF #11 addresses the following concerns for City of Stephenville during a disaster:
 - a. Animals lost, strayed, incapable of being cared for by their owners, or a danger to themselves or the public.
 - b. Livestock that is lost, strayed, incapable of being cared for by their owners, or a danger to themselves or the public.
 - c. Crops that are destroyed by the disaster.
 - d. Environmental issues relating to runoff from agricultural fields.
 - e. Assessment of agriculture needs of affected areas.
 - f. Agriculture surveillance of the affected areas throughout the disaster.
 - g. Provision of agriculture related services and supplies.
 - h. Testing of food products for public consumption.

- i. Agriculture recommendations and related releases to the public.
- j. Identification and application of appropriate agriculture assistance programs.
- k. Livestock disease and assistance programs.

B. Assumptions

1. A Texas A&M Agrilife Extension Agent will notify City of Stephenville as well as the SOC and ARRC of the status of any agricultural emergency that affects City of Stephenville.
2. Stephenville Police Department - Animal Services is responsible for domestic and non-domestic animals, to include livestock that has strayed, are lost, are incapable of being cared for by their owners, or are a danger to themselves or the public.
 - a. These animals will be sheltered, fed, and returned to their owner if possible.
 - b. If they cannot be returned to their owners, they will be processed in accordance with SOP.
 - c. Wild animals out of their natural habitats that are a danger to themselves or the public will be the responsibility of Animal Control Services; Game Warden, in cooperation with Stephenville Police Department - Animal Services.
 - d. Livestock loose or in need of assistance will be referred to Animal Control Services.
 - e. Exotic wildlife, not natural to this region, would be referred to the Game Warden.
3. Disasters have the potential to affect crops, livestock, food supplies, and domestic/non-domestic animals.
4. The owners of pets and livestock, when notified of impending disaster, will take reasonable steps to shelter and provide for animals under their care/control.
5. The sheltering and protection of domestic and non-domestic animals is the responsibility of the owner.
6. Area hospitals maintain pet cages for patients who cannot leave a pet at home.
7. Veterinarian hospitals in the immediate and surrounding areas will serve as primary medical facilities for animals.
8. Each animal shelter will identify resources for potable water, food, medical, cleaning, and shelter supplies in advance of an emergency.

Concept of Operations

- A. ESF #11 personnel will begin communicate with support agencies and the agricultural community for situation monitoring and staging of resources and personnel.
- B. Each ESF #11 agency will assist ESF #15 – Public Information with providing public advisories in reference to locations where domestic and non-domestic animals may be accepted during emergency situations, emergency veterinary care, and animal welfare issues.
- C. Evacuated citizens will be responsible for the transport of and should shelter their domesticated animals at private kennels or veterinarian hospitals as close to the evacuation shelter as possible.
- D. Pets with significant injuries or illnesses will be transported to an animal hospital by the responsible owner.
- E. Erath Co. Humane Society is responsible for ensuring some method of tracking is in place to unite sheltered pets with owners.
- F. Stranded or isolated livestock that cannot be sheltered in place may require outside resources for feeding operations. These will be handled on a case-by-case basis.
- G. In the event that established shelters are destroyed or incapable of functioning, private kennels, veterinarian hospitals, or other support entities can be requested to open as boarding or medical facilities.
- H. The Incident Commander shall provide situation updates to the EOC; the EOC should prepare and transmit situation reports to the Disaster District.
- I. Relationships between levels of government

1. Federal
 - a. Coordination with Federal ESF #11 may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such.
 2. Tribal
 - a. Communication with tribal government may occur through a liaison at the discretion of the tribe.
 3. State
 - a. Coordination with the State ESF #11 may occur through the DDC, at the scene of the incident, or through a facility designated as a field office.
 4. Local/Regional
 - a. Local and Regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations.
- J. Activities by Phase of Emergency Management
1. Preparedness
 - a. Establish a shelter and tracking system.
 - b. Educate public as to their roles and responsibilities regarding agriculture and animal disaster or disease.
 - c. Maintain agriculture security.
 2. Response
 - a. Track zoonosis.
 - b. Deploy feed and testing activities as needed.
 3. Recovery
 - a. Implement public information campaign.
 - b. Continue testing across affected area until eradication of disease or hazard is confirmed.
 - c. Track public response to incident.
 - d. Collaborate with State and Federal ESF #11 to measure and contraindicate large scale impacts.

Organization and Assignment of Responsibilities

A. General

1. All ESF #11 entities will maintain internal SOPs that support ESF #11 operations.
2. City of Stephenville is the spokesperson for the ESF on animal and agriculture issues, and maintains an overview of jurisdictional operations during an incident.

B. Task Assignments

1. The Mayor will:
 - a. Establish priorities and objectives as needed
2. The Extension agent or designee will:
 - a. Be point of contact for agricultural aspects of the incident.
 - b. Conduct agriculture assessments at the site of the incident to determine needs and priorities.
 - c. Provide logistical support for personnel in the field.
 - d. Provide agricultural advisories and related information as required.

- e. Maintain ongoing agriculture surveillance of affected communities in order to rapidly identify and address agriculture-related problems.
- f. Coordinate requests from the National Veterinary Stockpile.

3. The Erath Co. Humane Society will:

- a. Coordinate support agencies to manage animal protection.
- b. Provide and coordinate personnel, equipment, and shelters as required for domestic animals.
- c. Provide and coordinate personnel, equipment, and shelters as required for sick and/or injured non-domestic animals.
- d. Coordinate with Animal Control Services for disposal of deceased animals that may impact the public health.
- e. Provide services to control injuries, bites, and diseases related to the protection of animals.
- f. Provide animal tracking capabilities.
- g. Provide a list of volunteers/staff to aid in the protection of animals.

4. Fire Department will:

- a. Request activation of FEMA programs for pet sheltering/needs.
- b. Assist with coordination of ESF #11 entities.

5. Kelly Doggett, M.D. will:

- a. Consult with appropriate entities in order to:
 - i. Coordinate food inspections, investigations, and advisories.
 - ii. Test and/or coordinate disposal of contaminated food, livestock, and agricultural products.

6. Animal Control Services will:

- a. Coordinate removal of animal carcasses from public areas.

7. Local Veterinarians will:

- a. Provide staff support to ESF #11.
- b. Provide mobile surgical unit for animals.
- c. Provide a list of volunteers/staff to aid in the protection of animals.
- d. Provide animal tracking capabilities.
- e. Provide equipment as needed.
- f. Shelter and care for pets of evacuated citizens as needed.
- g. Assist with non-companion animal species (livestock, wildlife, exotic animals).

8. Erath Co. Humane Society may:

- a. Provide personnel, equipment, shelter, and care for pets of evacuated citizens, if possible.

9. Erath Co. Humane Society will:

- a. Provide personnel, equipment, shelter, rescue, and care for domestic and non-domestic animals.

Direction and Control

A. General

1. The Mayor will establish local policies relating to agriculture and animal incidents and may provide general guidance for emergency operations.
2. The IC or a combination of IC and EOC will handle direction and control for an incident.

B. Continuity of Government

1. Each department or agency with communications responsibilities shall establish a line of success communications personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

B. Records

1. Records generated during an emergency shall be retained for use in documenting costs, in accordance with internal SOPs and applicable legal guidelines.
Records should be protected from the effects of disaster as feasible. Should records be damaged, professional assistance in preserving/restoring such records should be obtained as soon as possible.
2. HazMat release liability falls upon the entity responsible for the release, to include costs of injury, death, damages to structures or environment, and cleanup. If the responsible party cannot be identified, we may be eligible for reimbursement of certain HazMat response costs by the EPA; this program requires timely submission of an application with supporting data to EPA Region IV in Dallas.

C. Training

1. Training requirements will be driven by applicable statute and by City of Stephenville's ordinances and policies.
2. All members of an animal or agriculture incident operation shall be trained in their respective role.

Development and Maintenance

The Emergency Management Coordinator will maintain responsibility for the development and maintenance of this ESF.

The EMC, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible entities.

References (Contributors)

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Public Works

Nick Williams,

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

- 1. None

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 12

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Public Works Department
- Emergency Management
- GIS Department
- Oncor Electric Delivery
- Atmos Energy

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

Purpose

A. Function

This ESF describes the organization, operational concepts, responsibilities, and procedures to prevent, protect from, respond to, and recover from temporary disruptions in utility services that threaten public health or safety in the local area

This plan is not intended to deal with persistent shortages of water due to drought or with prolonged statewide or regional shortages of electricity or natural gas. Measures to deal with protracted water shortages are addressed in the drought plans that must be maintained by each public water supply utility. Resolving protracted water shortages normally requires long-term efforts to improve supplies. Measures to deal with widespread energy shortages are normally promulgated by state and federal regulatory agencies. Local governments may support utility efforts to deal with long-term water and energy supply problems by enacting and enforcing conservation measures and providing the public information pertinent to the local situation.

B. Goal

Provide City of Stephenville with a mechanism to manage energy related operations during an incident.

C. Objectives

- a. Provide operational guidance for entities that assist in local and regional energy operations.
- b. Provide information to decision makers about energy related procedures, capabilities and resources.
- c. Describe roles, responsibilities and actions that ensure energy resource availability during incident response.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

Co-Op	Cooperative
COOP	Continuity of Operations Plan
DD	Disaster District
DDC	Disaster District Committee
DSHS	Texas Department of State Health Services
EMC	Emergency Management Coordinator
IC	Incident Commander
ICS	Incident Command System
ICP	Incident Command Post
MUD	Municipal Utility District
NIMS	National Incident Management System
NRF	National Response Framework
PUC	Public Utility Commission
RRC	Railroad Commission
SOC	State Operations Center
SOP	Standard Operating Procedures
TAC	Texas Administrative Code
TCEQ	Texas Commission of Environmental Quality
TDEM	Texas Division of Emergency Management

Definitions

Situations and Assumptions

A. Situation

1. As noted in the general situation statement and hazard summary in Section IV.A. and Figure 1 of the Basic Plan, our area is vulnerable to a number of hazards. These hazards could result in the disruption of electrical power, telephone service, and water and wastewater services as well as natural gas service.
2. The loss of utility services, particularly extended utility outages, could adversely affect the capability of local personnel to respond to and recover from the emergency situation that caused the disruption of utility service and create additional health and safety risks for the general public.
3. Public utilities are defined as those companies and organizations authorized to provide utility services, including electricity, water, sewer service, natural gas, and telecommunications, to the general public in a specified geographic area. Utilities may be owned and/or operated by a municipality, a municipal utility district (MUD), a regional utility authority, investors, or by a private non-profit organization such as a member cooperative (co-op).

The public utilities serving our community include:

- a) Electric
- b) Water/Wastewater
- c) Telephone
- d) Natural Gas

Additional information on these utilities is provided in Attachment 1.

4. The state and/or federal government regulate most utility providers. State regulators include:
 - a) The Public Utilities Commission (PUC) for telecommunications companies and most electrical utilities, other than municipal electric utilities.
 - b) The Texas Commission on Environmental Quality (TCEQ) for most water suppliers and wastewater utilities.
 - c) The Railroad Commission of Texas (RRC) for gas utilities.
5. Virtually all utilities are required by state regulations to have emergency operations plans for restoring disrupted service. Many utilities maintain emergency operations centers and those that do not normally have procedures to establish temporary facilities when they need them.
6. Extended electrical outages can directly impact other utility systems, particularly water and wastewater systems. In areas where telephone service is provided by above-ground lines that share poles with electrical distribution lines, telecommunications providers may not be able to make repairs to the telephone system until electric utilities restore power lines to a safe condition.
7. Municipal utilities and private non-profit utilities such as electric cooperatives, may be eligible for reimbursement of a portion of the costs for repair and restoration of damaged infrastructure in the event the emergency situation is approved for a Presidential disaster declaration that includes public assistance (PA).

B. Assumptions

1. In the event of damage to or destruction of utility systems, utility operators will restore service to their customers as quickly as possible.
2. A major disaster or a disaster affecting a wide area may require extensive repairs and reconstruction of portions of utility systems that may take considerable time to complete.
3. Damage to electrical distribution systems and sewer and water systems may create secondary hazards such as increased risk of fire and public health hazards.
4. Each utility will direct and control its own resources and plan to carryout its own response operations, coordinating as necessary with local government and with other utilities.
5. Individual utility operators, particularly small companies, may not have sufficient physical or monetary resources to restore utility systems affected by a major disaster or one having widespread effects. Utilities typically obtain supplementary repair and restoration assistance from other utilities pursuant to mutual aid

agreements and by using contractors hired by the utility.

Item 35.

6. Equipment and personnel from other city departments and agencies may be employed to assist a municipal utility in repairing its systems and restoring service to the public.

Concept of Operations

A. General

1. Incident activities for the utilities function will include work in an Incident Command System (ICS) environment with an Incident Commander (IC), maintaining communications with the IC and Emergency Operations Center (EOC), and implementing local and regional mutual aid agreements as required.
2. In the event of a loss of utility service for any reason, local government is expected to rapidly assess the possible impact on public health, safety, and property, and on private property, and take appropriate actions to prevent a critical situation from occurring or to minimize the impact in accordance with the Continuity of Operations Plan. Where utility service cannot be quickly restored, the local government will have to take timely action to protect people, property, and the environment from the effects of a loss of service.
3. Local governments are not expected to direct utility companies to repair utility problems. Utilities have a franchise that requires them to provide service to their customers and they have the ultimate responsibility for dealing with utility service outages. Virtually all utilities are required by state regulations to make all reasonable efforts to prevent interruptions of service and, if interruptions occur, to reestablish service in the shortest possible time. Utilities are required to inform state officials of significant service outages and expected to keep their customers and local officials informed of the extent of utility outages and, if possible, provide estimates of when service will be restored.
4. Local governments that own or operate utilities are responsible for restoring service to local customers and may commit both their utility and non-utility resources to accomplish that task.
5. For utilities that are not government-owned, local government is expected to coordinate with those utilities to facilitate their efforts to restore service to the local area.
6. The City of Stephenville should identify critical local facilities and establish general priorities for restoration of utility service. This list of priorities must be communicated to the utilities serving those facilities. Examples of critical facilities may include:
 - a. The SOC
 - b. Police, fire, and EMS stations
 - c. Hospitals
 - d. Water treatment and distribution facilities
 - e. Sewage pumping and treatment facilities
 - f. Buildings serving as public shelters or mass feeding facilities
 - g. Fueling facilities

Attachment 2, Utility Restoration Priorities for Critical Facilities, provides a sample of initial utility restoration priorities for critical facilities. These priorities are based on general planning considerations; they should be reviewed and, if necessary, updated based on the needs of a specific situation.

7. Utility companies may not be able to restore service to all critical facilities in a timely manner, particularly if damage has been catastrophic and a substantial amount of equipment must be replaced or if repairs require specialized equipment or materials that are not readily available. In large-scale emergencies, utility companies may have to compete with individuals, businesses, industry, government, and other utility companies for manpower, equipment, and supplies.

B. Local Government Response to a Utility Outage

1. It is essential for City of Stephenville officials to obtain an initial estimate of the likely duration of a major utility outage from the utility as soon as possible for response actions to begin. Once that estimate is obtained, local officials should make a determination of the anticipated impact and determine the actions required to protect public health and safety and public and private property.
2. Extended utilities outages may require the City of Stephenville to take action to protect public health and safety and public and private property. Such actions may include:
 - a. Water or Sewer Outage
 1. Curtail general water service to residents to retain water in tanks for firefighting and for controlled distribution to local residents in containers.
 2. Arrange for supplies of emergency drinking water for the general public and for bulk water for those critical facilities that require it to continue operations.
 3. If sewer service is disrupted, arrange for portable toilets and hand washing facilities to meet

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sanitary needs.

- b. Electrical or Natural Gas Outage
 1. Obtain emergency generators to power water pumping stations, water treatment facilities, sewage lift stations, sewage treatment facilities, fueling facilities, and other critical sites. See Attachment 3.
 2. During period of cold weather, establish public shelters for residents who lack heat in their homes.
 3. During periods of extreme heat, establish "cooling sites" for residents who do not have air conditioning in their homes
 4. Request volunteer groups set-up mass feeding facilities for those without electrical or gas service and cannot prepare meals.
 5. Coordinate with ice distributors to ensure ice is available locally to help citizens preserve food and medicines.
 6. Arrange for fuel deliveries to keep emergency generators running at critical facilities.
- c. Telecommunications Outage
 1. Request telecommunications providers implement priority service restoration plans.
 2. Activate amateur radio support.
 3. Request external assistance in obtaining additional radios and repeaters or satellite telephones.
- d. General
 1. Isolate damaged portions of utility systems to restore service quickly to those areas where systems are substantially undamaged.
 2. In cooperation with utilities, institute utility conservation measures. See Attachment 4.
 3. Disseminate emergency public information requesting conservation of utilities.
 4. Assist in relocating patients of medical facilities, residential schools, and similar institutions that cannot maintain the required level of service for their clients.
 5. Provide law enforcement personnel to control traffic at key intersections if traffic control devices are inoperative.
 6. Consider staging fire equipment in areas without electrical or water service.
 7. Consider increased security patrols in areas that have been evacuated due to lack of utility service.

C. Facilitating Utility Response

1. Local officials may facilitate utility response by:
 - a. Identifying utility outage areas reported to local government. Although many utility systems have equipment that reports system faults and customer service numbers for people to report problems, outage information reported to local government can also be helpful.
 - b. Asking citizens to minimize use of utilities that have been degraded by emergency situations. See Attachment 4 for utility conservation measures.
 - c. Identifying local facilities for priority restoration of utilities.
 - d. Coordinating with the utility on priorities for clearing debris from roads which also provides access to damaged utility equipment.
 - e. Providing access and traffic control in utility repair areas where appropriate.

2. Large-scale Emergency Situations.

In large-scale emergency situations which produce catastrophic damage in a limited area (such as a tornado) or severe damage over a wide area (such as an ice storm), utilities are typically faced with a massive repair and rebuilding effort that cannot be completed in a reasonable time without external support. In such circumstances, utilities typically bring in equipment and crews from other utilities and from specialized contractors. In these situations, utilities may request assistance from the City of Stephenville in:

- a. Identifying lodging for repair crews – hotels, motels, school dormitories, camp cabins, and other facilities.
- b. Identifying restaurants to feed crews or caterers who can prepare crew meals.
- c. Identifying or providing a staging area or areas for utility equipment coming from other locations and providing security for such areas.
- d. Obtaining water for repair crews.
- e. Identifying operational sources of fuel in the local area.

D. Protecting Resources and Preserving Capabilities

In the event of a slowly developing emergency, it is possible that utilities may be able to mitigate some of the effects of a major emergency or disaster by protecting key facilities and equipment. The critical facilities/k

1. In the event of a flooding threat, facilities such as sewage or water-treatment constructing dikes, sandbagging, or using pumps to prevent water from entering the facility may protect facilities or electrical substations. In some cases, in an effort to preserve pumps, electrical control panels, and other vital equipment, it may also be prudent to remove that equipment from facilities to prevent damage due to rising water.
2. In the event of a hazardous materials spill in rivers or lakes used for water supplies, contamination of water distribution systems may be avoided by temporarily shutting down water intakes.
3. Loss of power could severely affect critical functions such as communications, water pumping, purification, and distribution; sewage disposal; traffic control; and operation of critical medical equipment. Critical facilities that require back-up electrical power should have appropriate generation equipment on site if possible. If this is not feasible, emergency generator requirements should be determined in advance to facilitate timely arrangements for such equipment during emergency situations. Attachment 3 provides forms to record information on existing backup generators and to identify requirements for additional emergency generators. The Utility Coordinator will provide such forms to facility operators to complete and maintain a file of completed forms for both existing generators and potential generator requirements.

E. Utility Support for Emergency Response Operations

The assistance of utility providers may be needed to support other emergency response and recovery operations. Such assistance may include:

1. Rendering downed or damaged electric lines safe to facilitate debris removal from roadways.
2. Cutting off utilities to facilitate the emergency response to fires, explosions, building collapses, and other emergency situations.
3. Facilitating search and rescue operations by cutting off electrical power, gas, and water to areas to be searched.
4. Establishing temporary utility hookups to facilitate response activities.

F. Utility Support for Disaster Recovery Operations

Utilities play a primary role in the recovery process and must coordinate closely with local government to:

1. Render electrical lines and gas distribution lines safe before local officials authorize reentry of property owners into affected areas to salvage belongings and repair damage to their homes and businesses.
2. Participate in inspections of affected structures to identify hazards created by damaged utilities and eliminate those hazards.
3. Determine the extent of damage to publicly owned utility infrastructure and equipment.
4. Restore utility systems to their pre-disaster condition.

G. Public Information

1. It is essential to provide the public current information on utility status, the anticipated time to restore service, recommendations on dealing with the consequences of a utility outage, conservation measures, and information on sources of essential life support items such as water. Locally developed emergency public information relating to utility outages should be developed in coordination with the utilities concerned to ensure that messages are accurate and consistent.
2. In some emergency situations, many of the normal means of disseminating emergency public information may be unavailable and alternative methods of getting information out to the public may have to be used.
3. Utilities are complex systems and service may be restored on a patchwork basis as damaged components are repaired or replaced. Some neighborhoods may have utility service restored while adjacent neighborhoods are still without power or water. In some cases, one side of a street may have power and the opposite side may not. In these circumstances, the quality of life for local residents can often be significantly improved by using public information messages to encourage those who have working utilities to take in their neighbors who do not. This approach can also significantly reduce the number of people occupying public shelters and using mass feeding facilities.

H. Activities by Phase of Emergency Management

1. Prevention

- a. All utilities. Local officials should:
Have emergency management personnel familiar with the local hazard assessment review proposed utility construction or renovation activities to determine if existing hazards will be increased by

- b. Utilities owned or operated by the City of Stephenville. Utility officials should:
 - 1) Assess the vulnerability of existing municipal electrical, gas, water, and sewer systems to known hazards and take actions to avoid or lessen such vulnerabilities.
 - 2) Maintain portable generators and pumps to meet unexpected needs and/or identify rental sources for such equipment that can respond rapidly during an emergency to avoid and/or reduce the effects of other incidents.

2. Preparedness

- a. All utilities. Local officials should:
 - 1) Contact local utilities to determine the type of damage assessment information that they can normally provide in an emergency. Provide utilities with names of key officials and contact information for those officials and the local SOC that utilities can use to provide information to local government during an emergency.
 - 2) Reduce vulnerability of new utility infrastructure to known hazards through proper site selection and facility design.
 - 3) Coordinate with the emergency management staff to develop plans to protect public utility facilities and equipment at risk from known hazards, and to maintain supplies and equipment to carry out such plans.
 - 4) Develop plans to install emergency generators in key facilities and identify emergency generator requirements for facilities where it is not possible to permanently install backup generators. See Attachment 3 for further information.
 - 5) Ensure the Utility Coordinator and the local SOC have emergency contact numbers for utilities serving the local area other than published customer service numbers.
 - 6) Coordinate with the occupants of critical governmental and non-government facilities to establish a tentative utility restoration priority list for such facilities; see Attachment 2 for utility restoration priorities for critical facilities. Provide the restoration priority list to appropriate utilities.
 - 7) Cooperate with social service agencies and volunteer groups to identify local residents with potential health or safety problems that could be immediately affected by utility outages and provide such information to utilities for action.
 - 8) Request utilities brief local officials and members of the SOC staff on their emergency service restoration plans periodically.
 - 9) Encourage utilities to participate in local emergency drills and exercises.
 - 10) Train workers, especially supervisors, to be familiar with ICS incident site procedures.
 - 11) Ensure mutual aid agreements are completed.
- b. Utilities owned or operated by the City of Stephenville. Utility officials should:
 - 1) Train and exercise personnel in emergency response operations.
 - 2) Plan for adequate staffing during and after emergencies.
 - 3) Ensure emergency plans are kept up-to-date.
 - 4) Ensure emergency equipment is in good repair and secured against damage from likely hazards.
 - 5) Stockpile adequate repair supplies for likely emergency situations.
 - 6) Conclude utility mutual aid agreements and establish procedures for requesting assistance from other utilities.

3. Response

- a. All utilities. Local officials should:
 - 1) Request that each utility that serves the local area which has suffered system damage regularly report its operational status, the number of customers affected by service outages, and areas affected.
 - 2) Provide expedient substitutes for inoperable utilities at critical facilities to the extent possible or relocate those facilities if necessary. Update utility restoration priorities for critical facilities as necessary.
 - 3) If an extended utility outage is anticipated, take those actions necessary to protect public health and safety and private and public property and implement utility conservation measures. See Section V.B and Attachment 4.
 - 4) Facilitate utility emergency response to the extent possible. See Section V.C of this plan.
 - 5) Include utility status information in the Initial Emergency Report and period Situation Reports produced during major emergencies and disasters.
- b. Utilities owned or operated by the City of Stephenville Utility officials should:
 - 1) For slowly developing emergency situations, take appropriate action to protect utility infrastructure from the likely effects of the situation. See Section V.D of this plan.
 - 2) Make emergency utility repairs as necessary. If a large number of utility customers or a w

area is affected, use the critical facility utility restoration priorities in Attachment 2, as modified by the SOC, as a basis for initial actions.

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- 3) Request mutual aid assistance or contractor support if needed.
- 4) If possible, provide trained utility crews to assist emergency services during emergency response operations.

4. Recovery

- a. All Utilities. Local officials should:
 - 1) Continue to request regular reports from each utility serving the local area concerning its operational status, the number of customers affected by service outages, and areas affected.
 - 2) For major emergencies and disasters, obtain estimates of damages from municipal utilities or member-owned non-profit utilities for inclusion in local requests for disaster assistance.
 - 3) Update utility restoration priorities for critical facilities as appropriate. See Attachment 2.
 - 4) Request utilities that participate in major emergency operations to participate in any local post-incident review of such operations.
- b. Utilities owned or operated by the City of Stephenville. Utility officials should:
 - 1) Provide regular updates to the SOC on utility damages incurred, the number of customers affected, and areas affected.
 - 2) Participate in utility damage assessment surveys with state and federal emergency management personnel.
 - 3) In coordination with the SOC staff, request mutual aid resources, contractor support, or state assistance, if necessary.

Organization and Assignment of Responsibilities

A. General

1. The operations of utilities owned or operated by local government will be directed by those individuals who manage the utility on a daily basis, including:
 - a. Nick Williams
 - b. Jeremy Jennings & Johnny Davis
 - c. City of Stephenville - Water ; Oncore Energy - Power

These individuals are expected to continue to manage the operations of those utilities during emergency situations.

2. Individuals designated by the owners or operators of utilities that are not owned or operated by local government will manage the operation of those utilities.
3. The City shall appoint a Utility Coordinator to coordinate emergency preparedness activities with utilities, maintain this plan and related utility data that may be needed during emergency, and act as a liaison with utilities during emergency operations.

B. Task Assignments

1. The Mayor will:
 - a. Provide general direction for the local response to major utility outages that may affect public health and safety or threaten public or private property and, within the limits of legal authority, implement measures to conserve utilities.
 - b. For city-owned or operated utilities, the Mayor may provide general guidance and recommendations regarding the utility response to emergency situations in the local area through the Utility Coordinator or, where appropriate, through individual utility managers.
2. The Nick Williams will:
 - a. Coordinate with utilities to obtain utility emergency point of contact information and provide emergency

contact information for key local officials and the SOC to utilities.

- b. Maintain information on the utilities serving the local area, including maps of service areas. See Attachment 1
- c. Maintain the Utility Restoration Priorities for Critical Facilities (Attachment 2). In coordination with the EMC, update utility restoration priorities for critical facilities in the aftermath of an emergency situation if required.
- d. Maintain information on existing emergency generators and potential generator requirements. See Attachment 3.
- e. Coordinate regularly with utilities during an emergency situation to determine utility status, customers and areas affected, and what response, repair, and restoration actions are being undertaken, and provide information to the EMC.
- f. Advise the EMC what actions should be taken to obtain services for those without utilities or to relocate those where services cannot be restored where it appears outages will be long-term.
- g. Coordinate with the EMC and respond to requests from utilities for assistance in facilitating their repair and reconstruction activities (see Section V.C of this plan) or coordinating their efforts with other emergency responders.
- h. Ensure current information on utility assets is provided for inclusion in Emergency Support Function 7, Logistics and Resources.
- i. Request resource assistance from utilities during emergencies when requested by the Resource Management staff.
- j. Develop and maintain this plan.

3. The Emergency Management Coordinator (EMC) will:

- a. Provide guidance to the Utility Coordinator on handling utility issues and obtaining utility status reports.
- b. Assign utility-related problems to the Utility Coordinator for resolution.

4. Utility Managers are expected to:

- a. Ensure utility emergency plans comply with state regulations and are up-to-date.
- b. Respond in a timely manner during emergency situations to restore utility service. Advise designated local officials or the Utility Coordinator in the SOC of utility status, number of customers affected, and areas affected so that local government may take action to assist residents that may be adversely affected by utility outages.
- c. Train and equip utility personnel to conduct emergency operations.
- d. Have utility personnel participate in periodic local emergency exercises to determine the adequacy of plans, training, equipment, and coordination procedures.
- e. Maintain adequate stocks of needed emergency supplies and identify sources of timely resupply of such supplies during an emergency.
- f. Develop mutual aid agreements to obtain external response and recovery assistance and identify contractors that could assist in restoration of utilities for major disasters.
- g. Ensure utility maps, blueprints, engineering records, and other materials needed to conduct emergency operations are available during emergencies.
- h. Obtain utility restoration priorities for critical local facilities from the Utility Coordinator for consideration in utility response and recovery planning.
- i. Take appropriate measures to protect and preserve utility equipment, personnel, and infrastructure, including increasing security when there is a threat of terrorism directed against utility facilities.

5. City owned or operated utilities will, in addition:

- a. Identify and train personnel to assist in damage assessment for public facilities.
- b. Where possible, provide personnel with required technical skills to assist in restoring operational capabilities of other government departments and agencies and in search and rescue activities.
- c. When requested, provide heavy equipment support for emergency response and recovery activities of local government.
- d. Draft regulations or guidelines for the conservation of power, natural gas, or water during emergency situations. If local officials approve such rules or guidelines, assist the Public Information Officer in communicating them to the public.
- e. Maintain records of expenses for personnel, equipment, and supplies incurred in restoring public utilities damaged or destroyed in a major emergency or disaster as a basis for requesting state or federal financial assistance, if such assistance is authorized.

6. The Incident Commander will:

- a. Coordinate utility-related response issues through the Utility Coordinator if the SOC has been activated.

or through the EMC or directly with the utility or utilities affected if that facility has not been assigned to an incident. The Incident Commander may assign missions to utility crews that have been committed to an incident.

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7. The Public Information Officer will:

- a. Coordinate with the Utility Coordinator and utilities to provide timely, accurate, and consistent information to the public regarding utility outages, including communicating:
 - a) Protective measures, such as boil water orders.
 - b) Conservation guidance, such as that provided in Attachment 4.
 - c) Instructions, including where to obtain water, ice, and other essentials.

8. The Public Works will:

- a. Upon request, provide heavy equipment and personnel support for restoration of government-owned or operated utilities.

Direction and Control

A. General

1. The Mayor will provide general direction for the local response to major utility outages that may affect public health and safety or threaten public or private property and may, within the limits of legal authority, direct implementation of local measures to conserve utilities.
2. The Incident Commander (IC), to protect lives and property, can make operational decisions affecting all incident activities and workers at the incident site. The Incident Commander normally may assign missions to utility crews from government-owned or operated utilities that utility managers have committed to an incident or request other utilities to perform specific tasks to facilitate the emergency response.
3. The Utility Coordinator will monitor utility response and recovery operations, receive situation reports from utilities and disseminate these to local officials and the SOC, identify local utility restoration priorities to utility providers, coordinate utility support for the Incident Command Post, facilitate local government support for utility response and recovery efforts, request resource support from utilities, and perform other tasks necessary to coordinate the response and recovery efforts of utilities and local government.
4. Utility managers will normally direct the emergency response and recovery activities of their organizations. Utility crews will generally be directed by their normal supervisors.
5. Utility crews responding from other areas pursuant to a utility mutual aid agreement and contractors hired by utilities to undertake repairs will normally receive their work assignments from the utility which summoned or hired them. Organized crews will normally work under the immediate control of their own supervisors.

B. Continuity of Government

1. Each department or agency with energy-related responsibilities shall establish a line of succession for energy-related personnel.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

B. Records

1. Records generated during an emergency shall be retained for use in documenting costs, in accordance with internal SOPs and applicable legal guidelines.
Records should be protected from the effects of disaster as feasible. Should records be damaged, professional assistance in preserving/restoring such records should be obtained as soon as possible.

C. Training

1. Staff shall be trained on their respective functions.

D. Resource Data

1. A list of available resources shall be kept current and available in [either a document or in a computerized database somewhere].
2. A list of sources for necessary resources shall be kept current and stored [either in a document or in a database elsewhere].

Development and Maintenance

The Nick Williams will maintain responsibility for the development and maintenance of this ESF.

The EMC, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible entities.

References (Contributors)

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, Public Works

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

SUPPORTING DOCUMENTS

1. Local Utility Information
2. Utility Restoration Priorities for Critical Facilities

3. Emergency Generator Forms
4. Utility Conservation Measures
5. Utility Communications Network

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LOCAL UTILITY INFORMATION

Type	Utility Name:	Approximate Number of Local Customers:	Service Area:	Major Local Facilities:	24-Hour Emergency Contact:	Contact Phone:	Contact Fax:
Water	Water	6,621	City of Stephenville	1. Texas Health Resources - Stephenville 2. City Hall 3. Fire Station 1/Police Dept. 4. Fire Station 2 5. Municipal Service Center 6. Recreation Hall (shelter) 7. Library (shelter) 8. Wisdom Gym (TSU/shelter) 9. Mulberry Manor Nursing Home 10. Stephenville Nursing and Rehab 11. Oakwood Assisted Living 12. Goodtree Retirement Facility 13. Senior Care Nursing Center	254-918-1273	+1 254-918-1223	+1 254-918-1207

Electric	Electric	9,666	City of Stephenville	1. Texas Health Resources - Stephenville 2. City Hall 3. Fire Station 1/Police Dept. 4. Fire Station 2 5. Municipal Service Center 6. Recreation Hall (shelter) 7. Library (shelter) 8. Wisdom Gym (TSU/shelter) 9. Mulberry Manor Nursing Home 10. Stephenville Nursing and Rehab 11. Oakwood Assisted Living 12. Goodtree Retirement Facility 13. Senior Care Nursing Center	888-313-4747	+1 940-682-1307	
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Natural Gas	Natural Gas	3,500	City of Stephenville	1. Texas Health Resources - Stephenville 2. City Hall 3. Fire Station 1/Police Dept. 4. Fire Station 2 5. Municipal Service Center 6. Recreation Hall (shelter) 7. Library (shelter) 8. Wisdom Gym (TSU/shelter) 9. Mulberry Manor Nursing Home 10. Stephenville Nursing and Rehab 11. Oakwood Assisted Living 12. Goodtree Retirement Facility 13. Senior Care Nursing Center	1-866-322-8667	+1 254-485-8574	+1 254-918-2340
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LOCAL UTILITY SERVICE AREA MAP(S)

- [City Water Service Area Map.pdf](#)
- [Erath Co Elect Providers.pdf](#)
- [Atmos Energy service area map.docx](#)
- [City Water Service Area Map.pdf](#)
- [Erath Co Elect Providers.pdf](#)
- [Atmos Energy service area map.docx](#)

UTILITY RESTORATION PRIORITIES FOR CRITICAL FACILITIES

Utility Service Restoration Priorities: 1 = Highest, 5 = Lowest

Emer. Gen.: Yes = Emergency Generator on site.
 Ltd = Generator available, but powers only a limited portion of the facility

Facility Name	Addresss	Function	Emer. Gen.	Elec.	Phone	Water	WW	Gas
City EOC	1301 Pecan Hill Road	Govt. Direction and Control	Yes - Emergency Generator on site	2	1	1	2	1
Fire Station 1	356 North Belknap Street	Emergency Response	Yes - Emergency Generator on site	2	2	1	2	1
Fire Station 2	1301 Pecan Hill Road	Emergency Response	Yes - Emergency Generator on site	2	2	1	2	1
Police Dept.	356 North Belknap Street	Emergency Response	Yes - Emergency Generator on site	2	1	1	2	1
City Hall	298 West Washington Street	Govt. Direction and Control	Limited - Generator available, but powers only a limited portion of the facility	1	1	2	2	2
Municipal Service Center	1201 Glen Rose Road	Govt. Direction and Control	No	1	2	1	1	
Erath Co. Vol. Fire Dept./EMS	830 East Road	Emergency Response	Yes - Emergency Generator on site	2	2	2	2	
Erath Co Sheriff Office & Jail	1043 Glen Rose Road	Emergency Response	Yes - Emergency Generator on site	2	1	1	1	
Water: Garfield Pump Station	800 North Garfield Avenue	Utilities	Yes - Emergency Generator on site	1	5			
Water: Lillian Pump Station	1420 South Lillian	Utilities	Yes - Emergency Generator on site	1	5			
Water: Airport Pump Station	831 Airport Road	Utilities	Yes - Emergency Generator on site	1	5			
Water: 377 Elevated Pump Station	County Road 386	Utilities	Yes - Emergency Generator on site	1	5			
Water: 377 Ground Pump Station	County Road 257	Utilities	Yes - Emergency Generator on site	1	5			
Water: Paddock Pump Station	501 North Paddock Avenue	Utilities	Yes - Emergency Generator on site	1	5			

Wastewater Treatment Plant	900 County Road 454	Utilities	No	1	5				<i>Item 35.</i>
Texas Health Resources - Hospital	411 North Belknap Street	Medical Facilities	Yes - Emergency Generator on site	1	1	1	1	1	
Library (storm shelter)	1743 North Graham Street	Other	No	1	4	1	1		
Recreation Hall (storm shelter)	378 West Long	Other	No	1	4	1	1		

EMERGENCY GENERATOR FORMS

1. The emergency generator forms which follow are provided to facilitate pre-planning for emergency generator requirements, either to obtain a generator which does not have one or replace an existing generator which has failed.

The Emergency Generator Information – Existing Installation forms should be used to record information on existing emergency generators in case they must be replaced.

The Emergency Generator Information – Additional Equipment forms should be used to identify requirements for additional emergency generators for critical facilities that do not currently have such generators.

1. Forms should be completed by the owner or operator of the facility that has or may need a generator, and a copy provided to the local EMC. A separate form should be completed for each existing generator or additional generator that is required. The local Utility Coordinator will maintain completed forms for use during emergencies. It is suggested that individuals completing these forms retain a copy for their own records.

1. In completing these forms, keep the following in mind:

1. If in doubt about what type of capability is needed, consult a qualified electrician.
2. Generators are often quite heavy and should be emplaced on a firm, level site, and preferably a paved area.
3. A forklift is normally used to emplace a skid-mounted generator. The forklift operator must have adequate room to maneuver.
4. In considering emergency generator sites, remember that generators are often noisy and produce exhaust fumes that may be sucked into nearby ventilation intakes. Vehicle access will be needed to refuel.

**EMERGENCY GENERATOR INFORMATION
(Existing Installation)**

1	Facility Name:
2	Facility Address:
3	Facility Type: EOC Communications Ctr Medical Facility Fuel Facility Law Enforcement Fire/Rescue Facility EMS Facility Water Pumping /Treatment Wastewater Pumping/Treatment Other (specify)
4	Facility Point of Contact: Phone:
5	If more than one generator exists, provide generator number or location within facility:
6	Electrical Requirements; Kilowatts: Volts: Amperes: Phase: Single 3-Phase Wye 3-Phase Delta Other:
7	Fuel: Gas Diesel Propane Other:
8	Fuel Tank Size: Gallons: Pounds:
9	Fuel Tank Type: Attached to generator Separate tank
10	Generator Weight: Pounds: Tons:
11	Starting: Automatic Manual/Recoil Other:
12	Generator Support: Pad/Permanent Installation Skid Trailer
13	Generator in Weather Housing: Yes No
14	Electrician On-site or Available: Yes No
15	Is Generator Hard Wired to Electrical System? Yes No
16	Generator Receptacles Required (indicate numbers and types; see illustrations below):
17	Other Pertinent Information:

If illustrations don't match what you have, draw your receptacles here.

50A-250V
NEMA 6-50R

30A-125/250V
NEMA 5-30R

50A-125/250V
NEMA 10-50R

30A-250V
NEMA 6-30R

30A-125V
NEMA 5-30R

20A-125V
NEMA 5-20R

15A-125V
NEMA 1-15R

15A-125V
NEMA 5-15R

**EMERGENCY GENERATOR INFORMATION
(Additional Equipment)**

1	Facility Name:
2	Facility Address:
3	Facility Type: EOC Communications Ctr Medical Facility Fuel Facility Law Enforcement Fire/Rescue Facility EMS Facility Water Pumping /Treatment Wastewater Pumping/Treatment Other (specify)
4	Facility Point of Contact: _____ Phone: _____
5	Electrical Requirements: Kilowatts: Volts: Amperes: . Phase: Single 3-Phase Wye 3-Phase Delta Other:
6	Fuel Available: Gas Diesel Propane Other:
7	Site Access: Site accessible for emplacing trailer-mounted unit? Yes No Site accessible for unloading/positioning skid-mounted unit? Yes No
14	Electrician On-site or Available: Yes No
16	Generator Receptacles Needed (indicate numbers and types; see illustrations below):
17	Other Pertinent Information:

If graphics don't match what you need, draw what you need here.

50A-250V
NEMA 6-50R

30A-125/250V
NEMA 5-30R

50A-125/250V
NEMA 10-50R

30A-250V
NEMA 6-30R

30A-125V
NEMA 5-30R

20A-125V
NEMA 5-20R

15A-125V NEMA 1-15R

15A-125V NEMA 5-15R

UTILITY CONSERVATION MEASURES

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The utility conservation measures outlined in this attachment are suggested measures. The specific measures to be implemented should be agreed upon by local government and the utilities concerned.

1. Conservation Measures for Natural Gas

1. Step 1. Discontinue:

1. Use of gas-fueled air conditioning systems except where necessary to maintain the operation of critical equipment.
2. All residential uses of natural gas, except refrigeration, cooking, heating, and heating water.
3. Use of gas-fueled clothes dryers.

1. Step 2. Reduce:

1. Thermostat settings for gas-heated buildings to 65 degrees during the day and 50 degrees at night.
2. Use of hot water from gas-fueled water heaters.

1. Conservation Measures for Electric Power

1. Step 1. Discontinue:

1. All advertising, decorative, or display lighting.
2. Use of electric air conditioning systems except where necessary to maintain the operation of critical equipment.
3. Use of electric ovens and electric clothes dryers.
4. Use of all residential electric appliances, except those needed to store or cook food and televisions and radios.

1. Step 2. Reduce:

1. Reduce thermostat setting for electrically heated buildings to a maximum of 65 degrees during the day and 50 degrees at night.
2. Minimize use of hot water in buildings that use electric water heaters.
3. Reduce both public and private outdoor lighting.
4. Reduce lighting by 50 percent in homes, commercial establishments, and public buildings.

1. Step 3. Cut off electricity to:

1. Non-essential public facilities.
2. Recreational facilities and places of amusement such as theaters.

1. Step 4. Cut off electricity to:

1. Retail stores, offices, businesses, and warehouses, except those that distribute food, fuel, water, ice, pharmaceuticals, and medical supplies.
2. Industrial facilities that manufacture, process, or store goods other than food, ice, fuel, pharmaceuticals, or medical supplies or are determined to be essential to the response and recovery process.
3. Office buildings except those that house agencies or organizations providing essential services.

1. Water Conservation Measures

1. Step 1.

1. Restrict or prohibit outdoor watering and washing of cars.
2. Close car washes.

1. Step 2

1. Restrict or curtail water service to large industrial users, except those that provide essential goods and services.
2. Restrict or prohibit use of public water supplies for irrigation and filling of swimming pools.

3. Place limits on residential water use.

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1. Step 3

1. Restrict or cut off water service to industrial facilities not previously addressed, except those that provide essential goods and services.
2. Restrict or cut off water service to offices and commercial establishments, except those that provide essential goods and services.

1. Step 4

1. Restrict or curtail residential water use.

UTILITY COMMUNICATIONS DIAGRAM
(*If attached appended at the end of Document)

[UTILITY COMMUNICATIONS DIAGRAM.docx](#)

City of Stephenville EMERGENCY OPERATIONS PLAN EMERGENCY SUPPORT FUNCTION 13

COORDINATING AGENCY: City of Stephenville

SUPPORTING AGENCIES:

- Police Department

Approval and Implementation

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency support function signs in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the support function may sign.

INTRODUCTION

Purpose

A. Function

This ESF describes the organization, operational concepts, responsibilities, and procedures to prevent, protect from, respond to, and recover from temporary disruptions in utility services that threaten public health or safety in the local area

B. Goal

C. Objectives

1. ESF #13 discusses maintaining law and order through traffic and crowd control, providing security for vital facilities and resources, security planning and technical resource assistance, support to traffic access, crowd control, egress to incident scenes and vacated areas, and to provide public safety and security support.
2. Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.
3. During an Incident of Local or Regional Significance the Stephenville Police Department coordinate with other regional, state, and federal law enforcement organizations to facilitate essential law enforcement operations.
4. The Stephenville Police Department will observe normal policies and procedures whenever possible, but may make adjustments when necessary to protect life, stabilize the incident, and protect property and the environment.
5. Key Response Core Capabilities include Operational Communications Logistics and Supply Chain Management, Infrastructure Systems On-Scene Security, Protection, and Law Enforcement Public Health, Healthcare, and Emergency Medical Services, Fire Management and Suppression, Situational Assessment.

Explanation of Terms

This section defines terms and acronyms' used in this document.

Acronyms

DDC	Disaster District Committee
DPS	Department of Public Safety
EMC	Emergency Management Coordinator
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
JFO	Joint Field Office
JIC	Joint Information Center
JOC	Joint Operations Center
NIMS	National Incident Management System
NRF	National Response Framework
PIO	Public Information Officer
SOC	State Operations Center
SOPs	Standard Operating Procedures
UC	Unified Command

Definitions

1. **Anti-terrorism Activities:** Use of defensive methods, including intelligence collection, investigation, passive protection of facilities, implementation of physical and personnel security programs, and emergency planning, to combat terrorism.
2. **Consequence Management:** Measures taken to protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals affected by the consequences of terrorism. Emergency management agencies normally have the lead role in consequence management.
3. **Counter-terrorism Activities :** Use of offensive measures to combat terrorism, such as use of law enforcement and military resources to neutralize terrorist operations.
4. **Crisis Management:** Measures taken to define the threat and identify terrorists, prevent terrorist acts, resolve terrorist incidents, investigate such incidents, and apprehend those responsible. Law enforcement agencies will normally take the lead role in crisis management.
5. **Hazmat:** Hazardous materials. The National Response Framework (NRF) defines Hazmat as a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). The term is also intended to mean hazardous substances, pollutants, and contaminants as defined by the National Oil and Hazardous Substances Pollution Contingency Plan.
6. **Incident Action Plan:** An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.
7. **National Incident Management System (NIMS):** The NIMS provides a consistent nationwide approach for Federal, State, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.
8. **National Response Framework (NRF):** An all-discipline, all-hazards plan that establishes a single comprehensive framework for the management of domestic incidents. It provides the structure and mechanisms for the coordination of Federal support to State and local and tribal incident managers and for exercising direct Federal authorities and responsibilities.
9. **Terrorist Incident:** According to the National Response Framework (NRF), a terrorist incident is any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United State or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Situations and Assumptions

A. Situation

1. Law enforcement agencies are expected to continue their efforts to protect lives and property during emergency situations.
2. During large-scale emergencies and major disasters, law enforcement agencies may be required to expand their operations and undertake certain tasks that are not performed on a day-to-day basis.
3. Large-scale emergencies and acts of terrorism may adversely impact law enforcement personnel, equipment, and facilities.

B. Assumptions

1. During large-scale emergency situations, some normal law enforcement activities may be temporarily reduced in order to provide resources to respond to the emergency situation.
2. During large-scale evacuations, law enforcement support may be needed to control traffic. In the aftermath of an evacuation, security must be provided for areas that have been evacuated to protect property and deter theft.

3. In the aftermath of a disaster, it may be necessary to control access to damaged areas to protect public safety and deter theft.
4. If there is a threat of terrorism or civil disturbance, key local facilities that house government operations or provide essential services to the public may require protection.
5. Control over local law enforcement resources will remain at the local level even through the Governor has the legal authority to assume control in a State Declaration of Emergency
6. Interdepartmental liaison activities and requests for additional law enforcement resources will be coordinated through the Sheriff's designated representative who will be located at the EOC.
7. Each law enforcement agency will utilize existing directives and procedures in responding to major emergencies/disasters.

Concept of Operations

A. General

1. Local law enforcement agencies have the primary responsibility for enforcing laws and protecting lives and property during emergencies. Our law enforcement resources include:
 - a. The Sheriff's Office and its reserves.
 - b. The Police Department.
 - c. The Constables of County, who shall, when requested by the Sheriff, augment the Sheriff's Office during major emergencies.
 - d. The Park Police, who shall, when requested by the Police Chief, augment the Police Department during major emergencies.
 - e. The _____ School District Police, when requested by the Police Chief, augment the Police Department during major emergencies
2. Our law enforcement emergency response operations are in accordance with National Incident Management System (NIMS), which employs two levels of incident management structures.
 - a. The Incident Command System (ICS) includes a core set of concepts, principles, and terminology applicable to single or multiple incidents regardless of their scope.
 - b. Multi-agency Coordination Systems integrate a combination of facilities, equipment, personnel, procedures, and communications into a common framework, which allows for the coordination and support of incident management.
3. Many of the tasks required of law enforcement during emergency operations are simply an expansion of normal daily responsibilities. These responsibilities include enforcing laws, maintaining order, traffic control, and crowd control.
4. During emergency situations, law enforcement may be called on to undertake a number of tasks not typically performed on daily basis, including protecting key facilities, enforcing curfews, crowd control, search and rescue, assisting fire and emergency medical services agencies, and restrictions on the sales of certain products, and controlling access to damaged areas.
5. Coordinating the law enforcement resources through mutual aid or identifying and allocating additional resources.

B. Implementation of NIMS/ICS

1. The first official responder on the scene of an emergency situation should initiate the ICS and establish an ICP. As other responders arrive, the individual most qualified to deal with the specific situation present should serve as the IC. The IC will direct and control responding resources and designate emergency operating areas. The EOC will generally not be activated.
2. During major emergencies, disasters, or catastrophic incidents, it may be necessary to transition from the normal ICS structure to a Multiagency Coordination System. The EOC is central to this System, and functions as a conduit for coordinating information and resources. The IC will manage and direct the on-scene response from the ICP. The EOC will mobilize and deploy resources for use by the IC, coordinate external resource and technical support, research problems, provide information to senior managers, disseminate emergency public information, and perform other tasks to support on-scene operations.

C. Law Enforcement

1. Law enforcement personnel are expected to enforce the laws and regulations during emergency situations in the same way that they do on a daily basis.

2. During emergency situations, particularly major disasters, some disaster-related laws and regulations may be put into effect for a limited period; these must also be enforced by local law enforcement agencies. When a disaster threatens or has occurred, the Mayor may issue a disaster declaration. The Mayor may then issue an order or the [Commissioner's Court/City Council] may enact an emergency [order/ordinance] suspending other [orders/ ordinances] and/or putting into effect temporary emergency regulations. Appendix 5 to Annex U, Legal, outlines the types of emergency measures that may be promulgated.

D. Evacuation Operations

1. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions. Hence, the Mayor may order a mandatory evacuation of City of Stephenville upon issuing a local disaster declaration. The Mayor may also take subsequent action to control re-entry, curtail movement, and deny building occupancy within a disaster area. Law enforcement agencies have the lead role in planning and conducting evacuations.
2. Evacuation may be expedient or preplanned. Evacuation preplanning should be performed for those geographic areas known to be at risk from specific hazards. Such risk areas include hurricane risk areas, areas subject to recurrent flooding, areas downstream from unsafe dams, and areas at risk from a release of hazardous materials from facilities that make, use, or store such materials.
 - a. Expedient Evacuation
Expedient evacuations are evacuations that must be conducted with little notice, frequently in response to a request from the Incident Commander at the scene.
 - b. Preplanned Evacuation
For known risk areas, evacuation preplanning will be conducted and primary and alternate evacuation routes identified as part of this plan. Such evacuation preplanning should involve the emergency management staff and other emergency services. Known hazardous materials risk areas and the evacuation routes from those areas shall be described in ESF 10 Other known risk areas and the evacuation routes from those areas shall be described in Annex E, Evacuation. The Mayor will normally initiate preplanned evacuations.
 - c. During evacuations, law enforcement will:
 1. Determine preferred evacuation routes, based on the status of preplanned primary and alternate routes and the current situation.
 2. Provide information on evacuation routes to the Public Information Officer (PIO) for dissemination to the public through the media.
 3. Alert those in the affected area who have not been warned by other means.
 4. Deploy units to direct and control traffic.
 5. If the evacuation of correctional facilities becomes necessary, provide security support for such operations.
 6. If time permits, alter traffic signal timing and request that Public Works deploy signs and other traffic control devices to expedite the flow of traffic.
 7. Notify adjacent jurisdictions that may be affected by the evacuation, preferably before the evacuation commences.
 8. Monitor traffic flow and resolve problems; report evacuation progress to the Emergency Operating Center (EOC).
 9. Provide appropriate road condition information and travel recommendations to the public through the PIO.
 10. For large-scale evacuations, ensure that there are provisions to remove disabled vehicles or those that run out of fuel from evacuation routes in a timely manner.

E. Warning

1. The Stephenville Police Department has primary responsibility for the warning function and operates the local warning system. See Annex A, Warning, for further information on this emergency function.
2. Law enforcement agencies and other emergency services may be required to disseminate emergency warnings to the public who cannot be reached by primary warning systems, such as outdoor warning sirens and the Emergency Alert System. In most areas, law enforcement units and other vehicles equipped with sirens and public address systems can be used for route alerting. In some areas, such as large office or residential buildings, door-to-door warning may be necessary.

F. Area Security and Incident Scene Control

1. Incident Scene Control In response to a request from the Incident Commander, the Stephenville Police Department will provide traffic control and perimeter control at incident scenes, including hazmat spills, major fires and explosions, and other types of incidents.
2. Security for Evacuated Areas In an evacuation, the security of evacuated areas is extremely important

Those who have evacuated may not do so in the future if their property has been damaged or stolen during their absence. Experience has shown that law enforcement agencies must provide security in evacuated areas to minimize looting. Access to such areas will be controlled by roadblocks and, where appropriate, barricades. Access controls should be supplemented by periodic roving patrols, particularly within areas that are readily accessible by persons on foot.

3. Access Control and Security for Damaged Areas In areas that have suffered damage, access must be controlled to protect health and safety, as well as to protect property. When a county judge or mayor has issued a local disaster declaration, he or she may take action to control re-entry into a stricken area and the movement of people and occupancy of buildings within a disaster area. Law enforcement agencies will control access to such areas with roadblocks and, where appropriate, barricades. Access controls should be supplemented by periodic roving patrols, particularly within areas that are readily accessible by persons on foot. Re-entry to damaged areas will generally be conducted in the three phases outlined below:

1. Phase One – Emergency Workers. Admit police, fire, EMS, utility crews, emergency management personnel, building inspectors, limited media, state and federal response agencies.
2. Phase Two – Concerned Parties. Admit homeowners, business owners, insurance agents, media, and contractors making temporary repairs. The following conditions should prevail before these individuals are authorized to enter the damaged area:
 - a. The threat that caused the evacuation has been resolved.
 - b. Sufficient debris has been removed to permit travel and roads and bridges are safe to use.
 - c. Downed power lines have been removed; ruptured gas, water, and sewer lines have been repaired or rendered safe; and other significant safety hazards have been eliminated.
 - d. Structures have been inspected and those unsafe to enter are so marked.
 - e. Some means of fire protection is available.

3. Phase Three – General Public.

Guidance for Personnel Staffing Access Control Points

- a. To ensure consistent treatment, personnel staffing access control points shall be provided with clear written guidance on who may be admitted to damaged areas in each phase or reentry. This guidance should be formulated by the law enforcement staff, coordinated by the EMC, and approved by the Mayor.
- b. A pass or permit system may be implemented to simplify regular ingress and egress. If a pass or permit system is used, passes or permits and appropriate written instructions for their use should be developed by the law enforcement staff, coordinated by the EMC, and approved by the Mayor. Copies should be provided to all personnel staffing access control points. Common sense suggests that identification cards issued by government, utilities, insurance companies, and the media to their employees be honored as passes or permits for those individuals, unless questions arise regarding their authenticity.

G. Security of Key Facilities

1. 1. There are a number of public and private facilities that must remain in operation during and after an emergency situation to provide essential services to the public. These include selected government direction and control facilities, operating locations for emergency response units, utilities, medical facilities, food suppliers, and key communications services. When there is a credible threat to these facilities that threatens to disrupt continuity of government or provision of essential services to the public, law enforcement may be requested to provide security for these key facilities. A list of key facilities is provided in Appendix 1 to this annex.
2. In the event there is a credible threat of terrorist action within the State of Texas, the State Operations Center may provide an alert to the DDC located in [_____] requesting an increase of security personnel at the critical infrastructure facilities (listed in Appendix 1) and other potential targets throughout the affected jurisdiction(s). Law enforcement personnel shall then alert the appropriate officials, who shall review the potential emergency situation, plans, and procedures, and implement appropriate readiness actions as determined by the Mayor. See Annex V, Terrorist Incident Response, and Readiness Levels for a complete description of readiness actions.

H. Terrorism Incident Response

1. Crisis Management

Law enforcement agencies have the lead in terrorism crisis management activities. Pre-incident crisis management activities include efforts to define the threat, identify terrorists, and prevent terrorist acts. Post incident crisis management activities include efforts to resolve the terrorist incident, investigate it, and apprehend those responsible. The Stephenville Police Department has the lead local role in terrorism crisis management and will coordinate its efforts with state and federal law enforcement

agencies as appropriate. Refer to Annex V, Terrorist Incident Response, for more information on response to terrorist threats and activities. The requirements of crisis management and consequence management are combined in the National Response Plan. Item 35.

2. Consequence Management

Consequence management activities undertaken to deal with effects of a terrorist incident are conducted in essentially the same manner as the response and recovery operations for other emergencies or disasters. Post-incident crisis management activities, such as investigation, evidence gathering, and pursuit of suspects, may continue during consequence management. The lead agencies for crisis management and consequence management should mutually determine when crisis management activities are complete. The lead role in terrorism consequence management may be assigned to one of several local departments or agencies, depending on the type of incident that has occurred. Law enforcement agencies will typically play a significant supporting role in the conduct of consequence management activities. The requirements of crisis management and consequence management are combined in the National Response Plan.

I. Disaster Reconnaissance

In the immediate aftermath of an emergency situation, the Incident Commander or the EOC staff may request law enforcement units to conduct reconnaissance to identify specified areas affected and provide an initial estimate of damages. Timely initial disaster reconnaissance, also referred to as a windshield survey, is important in deciding what assistance is needed immediately and where limited resources should be initially committed.

J. External Assistance

If local law enforcement resources and those available through inter-local agreements are insufficient to deal with an emergency situation, local officials may request support from the State using the procedures outlined in Section V of the Basic Plan. Cities must seek assistance from their county before requesting resource assistance from the State.

K. Activities by Phase of Emergency Management

1. Prevention

- a. Operate a local warning system (see Annex A, Warning).
- b. Carry out anti-terrorist activities (see Annex V, Terrorist Incident Response).
- c. Avoid locating correctional facilities in known hazard areas so as to preclude the need for evacuation during emergency situations.

2. Preparedness

- a. Review and update plans and procedures.
- b. Identify preplanned evacuation routes for known risk areas and prepare traffic control plans.
- c. Identify key facilities and determine possible security requirements.
- d. Develop communications systems that provide for connectivity of all local law enforcement agencies and external agencies that may respond pursuant to inter-local agreements.
- e. Train primary and auxiliary law enforcement personnel to conduct emergency operations.
- f. Identify and train law enforcement personnel to staff the EOC and ICP.
- g. Conduct drills and exercises to test plans, procedures, and training.

3. Response

- a. Maintain law and order.
- b. Carry out backup warning (see Annex A, Warning).
- c. Perform traffic control for evacuations (see Annex E, Evacuation) and other appropriate situations.
- d. Carry out crowd control where needed.
- e. Provide security for key facilities (See Appendix 1 to this annex).
- f. Provide security for evacuated areas.
- g. Provide security for shelter and mass care facilities.

- h. Conduct counter-terrorism operations.
 - i. Conduct initial disaster reconnaissance.
 - j. Support other emergency operations.
4. Recovery
- a. Continue security operations as needed.
 - b. Perform traffic control for return of evacuees, if needed.
 - c. Provide access control for damaged areas, issuing passes/permits if required.
 - d. Assist in damage assessment.

Organization and Assignment of Responsibilities

A. General

Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, will plan and carry out law enforcement operations.

B. Task Assignments

1. Mayor will:
 - a. Provide general direction for the local response to major utility outages that may affect public health and safety or threaten public or private property and, within the limits of legal authority, implement measures to conserve utilities.
 - b. For city-owned or operated utilities, the Mayor may provide general guidance and recommendations regarding the utility response to emergency situations in the local area through the Utility Coordinator or, where appropriate, through individual utility managers.
2. Stephenville Police Department will:
 - a. Prepare law enforcement inter-local agreements.
 - b. Maintain law and order during emergency situations.
 - c. Plan, direct, and control evacuations (see Annex E).
 - d. Provide security for key facilities.
 - e. Protect property in evacuated areas.
 - f. Provide access control to damaged areas.
 - g. Carry out traffic control when and where needed.
 - h. Provide crowd control when needed.
 - i. Manage the local warning system (see Annex A).
 - j. Manage the local emergency communications network (see Annex B).
 - k. Conduct counter-terrorism and anti-terrorist operations.
 - l. Support search and rescue operations (see Annex R).
 - m. Assist in hazardous materials incidents (See Annex Q).
 - n. Provide security for shelter and mass care operations (See Annex C).
 - o. If necessary, evacuate prisoners from the jail to another suitable facility.
 - p. Provide qualified individuals to staff the EOC and ICPs when those facilities are activated.
 - q. Support other emergency functions as necessary.
3. Constables will:
 - a. Upon request of the Sheriff, augment the Sheriff's Office during major emergencies.
 - b. will:
 - c. Upon request of the Police Chief, augment the Police Department during major emergencies.

4. The Incident Commander will:
 - a. Establish an incident command post (ICP) and control and direct emergency response resources at the incident scene from that ICP to resolve the incident.
 - b. Provide an initial incident assessment, request additional resources if needed, and provide periodic updates to the EOC.
 - c. Establish a specific division of responsibilities between the incident command operation and the EOC, if the EOC has been activated.
 - d. Determine and implement initial protective actions for emergency responders and the public in the vicinity of the incident site.

5. City of Stephenville Public Works will:
 - a. Upon request, place traffic control devices to facilitate evacuation travel.
 - b. Assist in keeping evacuation routes open.
 - c. Upon request, provide barricades and barriers to restrict entry to evacuated and damaged areas.

5. City of Stephenville Attorney will:
 - a. Upon request, advise law enforcement agencies regarding the emergency powers of local government and their potential impact on law enforcement requirements during emergency situations.

VII. Direction and Control

A. General

1. Routine law enforcement operations may continue during some emergency situations. Direction and control of such operations will be by those that normally direct and control day-to-day operations.
2. For most emergency situations, an Incident Commander will establish an ICP at the scene and direct and control emergency operations at incident site from that command post; law enforcement and other resources committed to the incident will carry out missions assigned by the Incident Commander. The Incident Commander will be assisted by a staff with the expertise and of a size required for the tasks to be performed. The individual most qualified to deal with the specific type of emergency situation present should serve as the Incident Commander. Hence, for incidents that primarily involve a law enforcement matter, the senior law enforcement officer present will typically serve as the Incident Commander.
3. In some situations, the EOC may be activated without an incident command operation. This type of organizational arrangement is most likely when: (a) a hazard threatens, but has not yet impacted the local area (such as a predicted flood), or (b) when a generalized threat exists and there is no identifiable incident site (as may be the case for a terrorist threat). During these situations, a senior law enforcement officer will normally direct the combined efforts of local law enforcement agencies from the EOC, receiving general guidance from the Mayor, and coordinating as necessary with the law enforcement agencies concerned and other emergency functions.
4. External response agencies are expected to conform to the general guidance provided by our senior decision-makers and carry out mission assignments directed by the Incident Commander or the EOC. However, organized response units will normally work under the immediate control of their own supervisors.

B. Continuity of Government

1. The line of succession for the Police Chief is:
 1. Dan Harris
 2. Jeff Walker
 3. James Gresham

C. Incident Command System - EOC Interface

1. If both the EOC and an ICP are operating, the Incident Commander and the EOC must agree upon a division of responsibilities for emergency response activities to avoid duplication of effort and coordinate guidance and direction. The EOC and the ICP must maintain a regular two-way information flow. A general division of responsibilities between the ICP and the EOC that can be used as a basis for more specific agreement is provided in Section V of Annex N, Direction & Control.

Readiness Levels

Refer to Basic Plan

Administration and Support

A. Facilities and Equipment

A complete listing of equipment is included in Appendix 1 of ESF Resource Support or is maintained internally by City of Stephenville.

B. Records

1. Records generated during an emergency shall be retained for use in documenting costs, in accordance with internal SOPs and applicable legal guidelines.
Records should be protected from the effects of disaster as feasible. Should records be damaged, professional assistance in preserving/restoring such records should be obtained as soon as possible.

C. Training

1. Logistics Staff shall be trained on their respective functions.

D. Resource Data

1. A list of available resources shall be kept current and available in either appendix I to this document or in a computerized database somewhere.
2. A list of sources for necessary resources shall be kept current and stored either in appendix I or in a database elsewhere.

Development and Maintenance

The Police Chief will maintain responsibility for the development and maintenance of this ESF.

The EMC, or their designee, will maintain responsibility for the regular testing of equipment related to this ESF, where such falls outside the SOPs of the responsible entities.

References (Contributors)

This section provides a list of organizations and individuals who contributed to the development of this document.

This support function could not have been developed without the participation and collaboration of the following individuals.

Seat of Government

Doug Svien, Mayor

Fire Department

Robert Isbell, Fire Chief

Law Enforcement

Dan Harris, Police Chief

Public Works

Nick Williams, Public Works

- A. Texas Division of Emergency Executive Guide (TDEM, Federal Emergency Management Agency (FEMA), Comprehensive Preparedness Guide (CPG-101), National Preparedness Goal, State of Texas Emergency Plan Communications (ESF 2)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

APPENDICES

1. Key Facilities
2. Law Enforcement Communications Diagram

Appendix I: Key Facilities

Key Facilities

Facility Name	Facility Type	Address	Point of Contact
Police Department	Emergency Response	356 North Belknap Street	Dan Harris , Chief 254-918-1294 ; 254-459-9242 Jeff Walker, Lt. 254-918-1283; 254-485-5970
Fire Station 1	Emergency Response	356 North Belknap Street	Robert Isbell, Chief 254-918-1243 ; 254-485-6601 Scott Brinkley, Captain 254-918-1249; 254-631-2379
Fire Station 2	Emergency Response	1301 Pecan Hill Road	Robert Isbell, Chief 254-918-1243 ; 254-485-6601 Scott Brinkley, Captain 254-918-1249; 254-631-2379
Police Dispatch	Communications	356 North Belknap Street	Dan Harris , Chief 254-918-1294 ; 254-459-9242 Jeff Walker, Captain. 254-918-1283; 254-485-5970
Texas Health Resources	Medical Facilities	411 North Belknap Street	Chris Lue, Administrator 254-965-1507 James Robardey, Security/EM 254-965-8777; 817-528-7630 Marilyn Brister, MD 254-967-1507
City Hall	Govt. Direction & Control	298 West Washington Street	Allen Barnes, City Manager 254-918-1225; 214;404-3488 Jason King, Asst. City Manager 254-918-1265; 254-485-2487
Erath Co. Jail/Sheriff's Office	Govt. Direction & Control	1043 Glen Rose Road	Matt Coates, Sheriff 254-965-3318 Jeremy Woodrief, Chief Deputy 254-965-3318
Tx DOT	Govt. Direction & Control	2281 East Washington Street	David Fowler, P.E. 254-965-3511 Jason Melders 254-965-3511
Oncore Electric Delivery	Utilities	North Graham Street	Outages: 1-888-313-4747 Pat Ann Wilson, BMW Area Mgr. 940-328-7405; 940-682-1307
Atmos Energy	Utilities	905 East South Loop	Wes Modawell, Operations Supervisor: 254-918-2345; 254-485-8574 Rochel Ditmore, Public Affairs: 325-481-3716; 325-245-1804
HEB	Major Food Suppliers	2150 West Washington Street	254-965-70632
Wal-Mart	Major Food Suppliers		254-965-7766
National Guard	Govt. Direction & Control	899 East Road	254-965-5222

Appendix II: Law Enforcement Communications Diagram

(*If attached appended at the end of Document)

Item 35.

[Law Enforcement Communications.pdf](#)

Stephenville

TE★AS

MEMORANDUM OF UNDERSTANDING
between
CITY OF STEPHENVILLE, TEXAS and
STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

This Agreement is made and entered into by and between the City of Stephenville ("City") and the Stephenville Independent School District ("SISD").

RECITALS

WHEREAS the City desires to enter into a Memorandum of Understanding with SISD;

WHEREAS the City and SISD desire to enter into a Memorandum of Understanding to establish a framework of cooperation and a working relationship to work together under the City's Emergency Management Plan; and

WHEREAS the City finds that entering in to such a Memorandum of Understanding with SISD serves a public purpose and can enhance the City of Stephenville's Emergency Management Plan.

NOW, THEREFORE, the City of Stephenville and Stephenville Independent School District in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS

I. Organization

The Stephenville Independent School District is the local public educational institution that serves the City of Stephenville residents. The district provides public education for children in the district from Pre-Kindergarten to Twelfth grade.

II. Recognition

The City recognizes that SISD is the local public educational institution. The City also recognizes SISD's mission is to strive for academic and extracurricular excellence by combining a rich heritage of tradition, meaningful relationships, and high expectations, which will empower students to be productive members of society.

SISD recognizes that the City's mission is to make Stephenville better every day. The City also strives to help prepare, safeguard, and protect the citizens and property of the city from the effects of disasters through effective planning, preparation, response, and recovery activities.

III. Principles of Cooperation

So that transportation resources of the Stephenville Independent School District may be coordinated and utilized to the fullest advantage during disasters, emergencies, and public-service related situations, and to the extent permitted or required by law and regulation, the City and SISD have agreed that each organization will:

1. Encourage on-going liaison with the other, urging members of both organizations to develop increasingly effective communications and cooperation.

2. Work with each other for developing emergency plans, training exercises, and a heightened state of preparedness.
3. Work with each other in times of disaster or emergency to meet the needs of the city and the district.
4. Work within its own lines of authority and respect the lines of authority of the other.
5. Strive to distribute copies of and publicize this agreement through channels to its own members, and to other organizations, both public and private, which may have an active interest in disaster relief.
6. Work with local law enforcement agencies to establish a mutually acceptable means of identification for volunteers providing services hereunder with the goal of developing an identification that local law enforcement agencies will honor during disasters and emergencies.
7. Understand that this Agreement is not exclusive and any signee to this document may enter into similar local agreements with other disaster assistance-related agencies/organizations.
8. The City will not incur nor reimburse any expenses pertaining to this agreement or the parties involved. Should the City receive any disaster related reimbursement or funding, the City will reimburse SISD for any expenses incurred.
9. Acknowledge that each Party intends that transportation, food, housing, and any expense incurred by either Party shall be the responsibility of the Party that incurs the expense.
10. Acknowledge that each Party intends to supply the best-that-can-be-applied accommodations and necessities during activation but agree that such may not be the priority during activation and such cannot be assured.

IV. Implementation

This memorandum shall take effect upon its signing by authorized representatives of the City and representatives of SISD and be valid for a period of five years.

This memorandum may be amended by mutual agreement of both parties, and it is understood by both parties that at any time this Memorandum of Understanding may be terminated by written notification from either party to the other.

Six months prior to expiration, the parties shall meet to review the progress and success of the Memorandum of Understanding and determine whether it shall be extended for an additional five years. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding five years.

V. Miscellaneous

1. Powers — This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority to bind the other.
2. Limitation of Liability – SISD understands and agrees that the City has certified no funds under this Agreement, and SISD shall have no cause of action whatsoever for money against the City under this Agreement irrespective of the nature thereof. SISD’s sole remedy for breach of any provision of this Agreement is termination.
3. Venue - Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Erath County, Texas.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the City of Stephenville by a duly authorized representative of same, and on behalf of the Stephenville Independent School District by an authorized representative of same.

CITY OF STEPHENVILLE

EXECUTED this 23 day of Sept, 2021.

Doug Swien

~~Doug Swien~~, Mayor

Attest:

Staci L. King

Staci L. King, City Secretary



STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

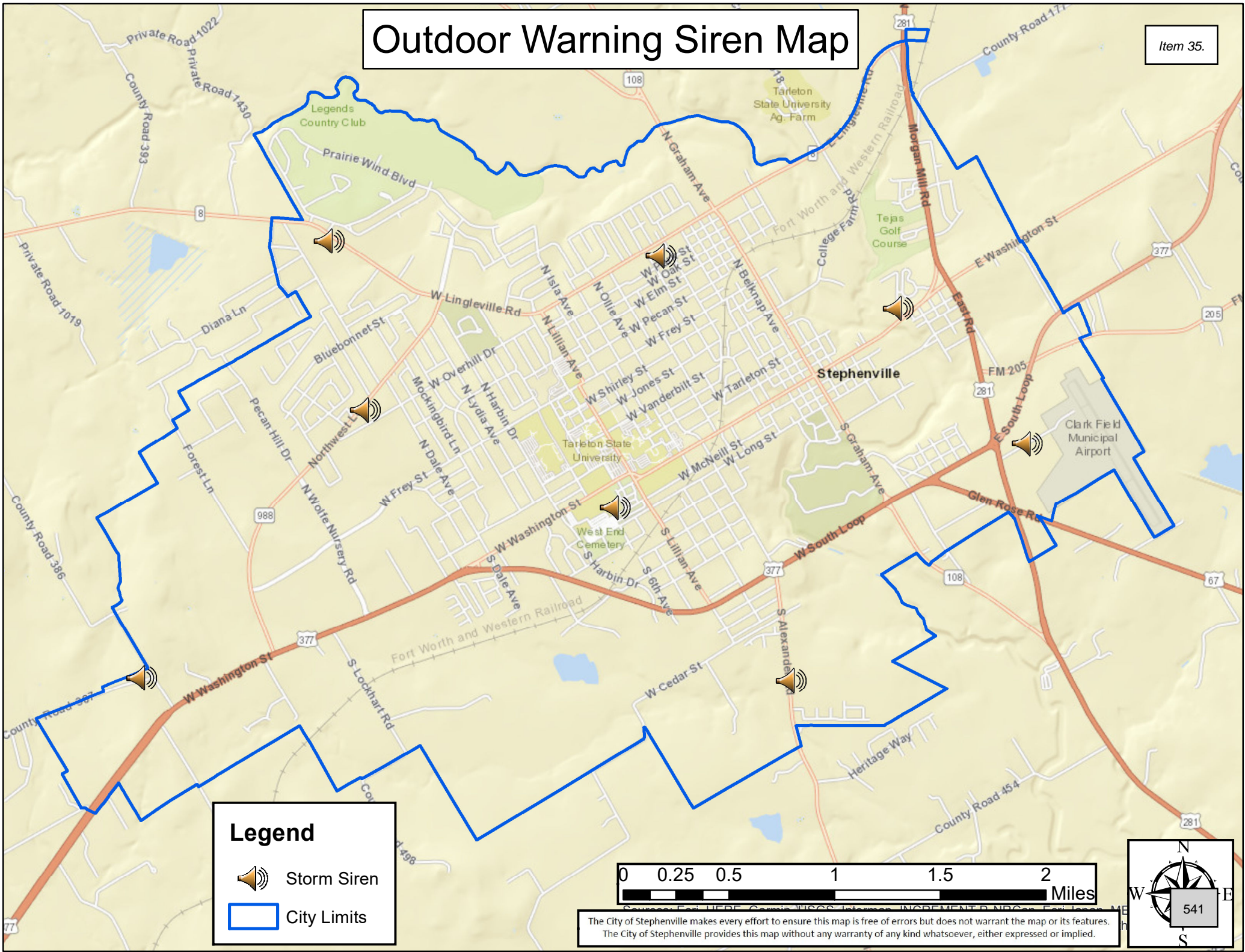
EXECUTED this 20th day of September, 2021.

Kelly Magin



 Matt Underwood, Superintendent
Kelly Magin Interim

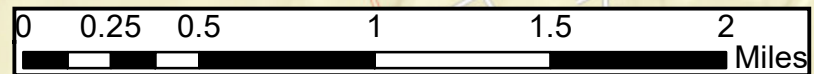
Outdoor Warning Siren Map

Item 35.

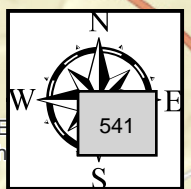


Legend

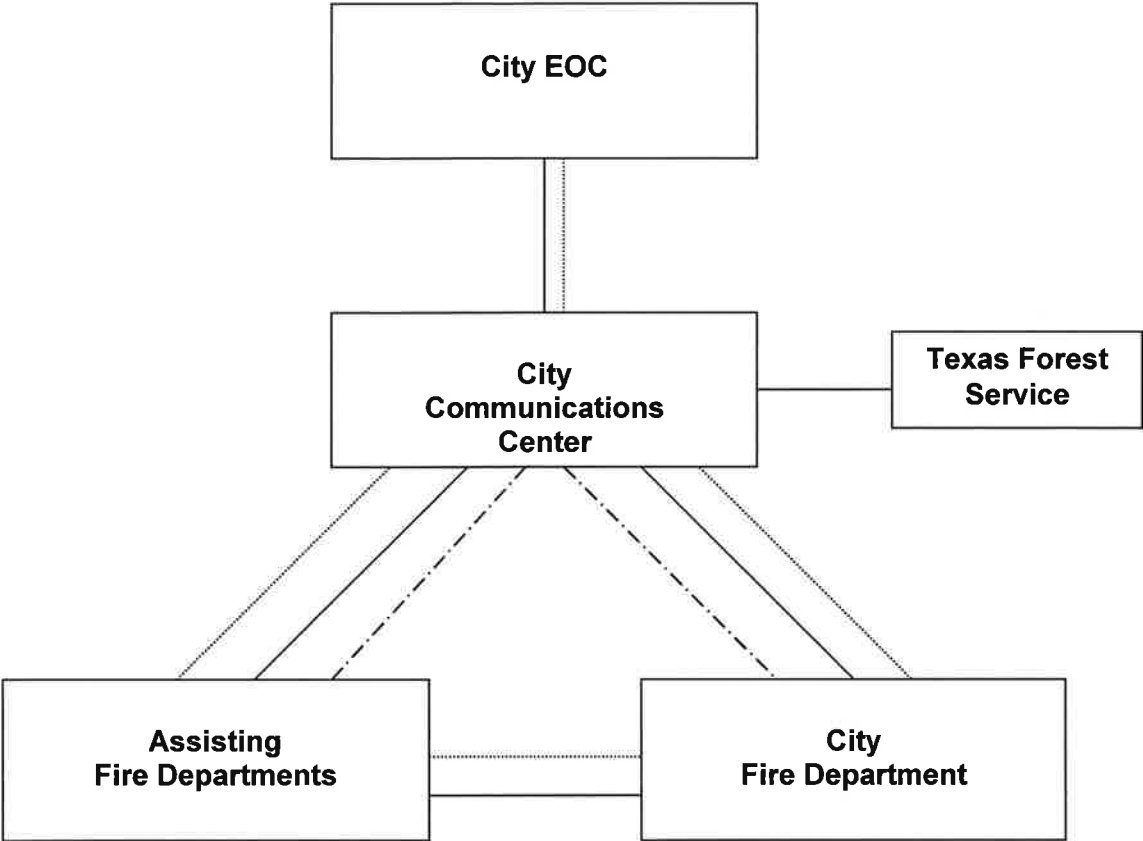
-  Storm Siren
-  City Limits



The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either expressed or implied.



FIRE SERVICE COMMUNICATIONS NETWORK



LEGEND:

- Phone
- VHF Radio
- - - - - Cell Phone

American Red Cross Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: _____

Parties and Facility

Owner:

Legal name: City of Stephenville

Chapter: _____

24-Hour Point of Contact: _____

Name and title: Stephenville Communications Center

Work phone: (254) 918-1274 Cell phone/pager: (254) 485-6601

Address for Legal Notices: 298 W. Washington
Stephenville, TX 76401

Red Cross:

Legal name: The American National Red Cross

Chapter: _____

24-Hour Point of Contact: _____

Name and title: _____

Work phone: _____ Cell phone/pager: _____

Address for Legal Notices: _____

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

Stephenville Public Library, 174 N. Columbia, Stephenville, TX 76401
Stephenville Recreation Hall, 378 W. Long, Stephenville, TX 76401
Stephenville Senior Citizens Center, 144 E. College, Stephenville, TX 76401

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the _____ available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. **Food Services:** Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. **Security:** In coordination with the Facility Coordinator, the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. **Closing the Shelter:** The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. **Reimbursement:** The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among*

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. Reasonable, actual, out-of-pocket operational costs, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (legal name) City of Stephenville
 By (signature) PC Bridges
 Name (printed) Patrick C. Bridges
 Title City Administrator
 Date 11/09/2015

THE AMERICAN NATIONAL RED CROSS
 (legal name)
 By (signature) Tanya C. Gill
 Name (printed) Tanya C. Gill
 Title: Disaster Program Manager
 Date 10-16-2015

**AGREEMENT TO PERMIT THE USE
OF A FACILITY AS A RED CROSS EMERGENCY SHELTER**

Effective Date: Upon execution.

Expiration Date: None. Owner or Red Cross may terminate the agreement upon 30 days' notice.

Owner: City of Stephenville

Owner's 24 Hour Point of Contact (name and cell phone number)

Primary:	Stephenville Communications Center	254-918-1274 (Non Emergency Number)
Alternate:	Drew Wells	254-485-5899
	Bill Richards	254-485-6358
	Brenda Haggard	254-485-6071

Owner's Address for Legal Notices: 298 W. Washington; Stephenville, Texas 76401

Red Cross: The American National Red Cross, a not-for profit corporation under the laws of the United States.

Red Cross 24 Hour Point of Contact (name and cell phone number)

Primary: Heart of Texas Area Chapter office, (888) 776-9226 during normal business hours
Heart of Texas Area Chapter dispatch, (888) 776-9226, option 1 after normal hours

Alternate: Emergency Services Director John P. DeMeritt, (254) 744-2892 after normal hours
Call the office above during normal hours.

Red Cross Address for Legal Notices: Heart of Texas Area Chapter, American Red Cross, 4224 Cobbs Drive, Waco Texas, 76710. with a copy to The American National Red Cross, Office of the General Counsel, 2025 E Street, N.W., Washington, D.C. 20006 and with a copy to The American National Red Cross, Disaster Operations, 2025 E Street, N.W., Washington, D.C. 20006;

Red Cross Address for Invoices: Heart of Texas Area Chapter (see address above), with a copy to: Facilities Associate, Field Logistics, The American National Red Cross, Disaster Response 2025 E Street, Washington, D.C. 20006.

Name and Address of Shelter: Stephenville Public Library; 174 N. Columbia, Stephenville, Texas 76401
Stephenville Recreation Hall; 378 W. Long, Stephenville, Texas 76401
Stephenville Municipal Service Center, 1201 Glen Rose Rd., Stephenville, TX 76401

OWNER:
City of Stephenville

By: Mark Kaiser
Name: Mark Kaiser
Title: City Administrator

Date: _____

RED CROSS:
The American National Red Cross

By: Sandra Henderson
Name: Sandra Henderson
Title: Chapter CEO
Heart of Texas Area Chapter

Date: 15 July 2009

TERMS AND CONDITIONS

This Agreement is made for the temporary use of a facility designated by Owner for use as a public shelter during a declared or undeclared natural disaster or other condition or event requiring the activation of the disaster relief functions of The American National Red Cross (referred to as an "Emergency"). The parties desire to reach an understanding that will

result in providing the facility owned by the Owner to the Red Cross to operate an emergency shelter for the benefit of Owner's community.

1. Owner's Responsibilities.

(a) Owner has identified the facility, and Red Cross has determined that the facility may be suitable for use as a public shelter, or staging area, or for other purposes in connection with disaster relief operations. (The facility is referred to as the "Shelter"). Upon request by the Red Cross (which may be made orally or in writing) Owner will make the facility available to Red Cross for use as a Shelter.

(b) Owner will appoint a person to coordinate the Owner's activities (This individual is referred to as the Owner's "Facility Coordinator"). The Facility Coordinator will coordinate the use of the Shelter with the Red Cross's designated official. (The Red Cross official is referred to as the "Shelter Manager"). The Facility Coordinator and the Shelter Manager will collaborate to resolve questions regarding Shelter operations. The Facility Coordinator and the Shelter Manager will jointly conduct a pre-inspection survey of the Shelter before it is turned over to the Red Cross. The pre-inspection survey, attached as Exhibit A, will be used to identify and record any existing damage or conditions. The Facility Coordinator will secure all equipment that is not supposed to be used by the Red Cross in the operation of the Shelter.

(c) The Facility Coordinator will, on request and if feasible, designate a "Foodservice Manager" to establish a feeding schedule and determine foodservice inventory and supply needs. The Facility Coordinator also will, on request and if feasible, designate a Facility Custodian, to establish and direct the sanitation inventory and supply needs. The Shelter Manager and the Facility Coordinator will jointly coordinate a work schedule for any personnel who are not Red Cross employees, volunteers, or contractors. If it is not feasible for one or both of a Foodservice Manager or a Facility Custodian to be designated by the Facility Coordinator, the Facility Coordinator will inform the Shelter Manager, who may obtain such services by contract.

(d) At the direction of and in cooperation with the Shelter Manager, the Foodservice Manager will provide the food and supplies needed for meals at the Shelter site. If, in the opinion of the Shelter Manager, additional food or supplies are needed, the Shelter Manager will coordinate the procurement of the additional food or supplies. Red Cross will pay or reimburse Owner for all food and supplies as approved by the Shelter Manager and used in the course of operating the Shelter.

(e) The Facility Custodian will provide sanitation services and supplies for custodial care at the Shelter as directed by the Shelter Manager. The Facility Coordinator or Facility Custodian will order and provide all additional sanitation and custodial supplies and services as shall be determined by the Shelter Manager. Red Cross will pay or reimburse Owner for all sanitation supplies as approved by the Shelter Manager and used in the course of operating the Shelter.

(f) Red Cross is not responsible for police or public safety at the Shelter. Any private security services that are to be the responsibility of Red Cross must be arranged under a separate agreement. Shelter population shall be exclusively the role of Red Cross. Owner shall not distribute or reveal any information concerning occupants of a Shelter without the express written consent of the Shelter Manager. No press releases or other information shall be disseminated without the express written consent of the Shelter Manager. Owner will refer all media questions related to the Shelter to the Shelter Manager.

(g) Within thirty (30) days after the close of a Shelter, the Facilities Coordinator shall submit to the Red Cross all invoices to the address above. Invoice backup must include a list of the Shelter operations personnel and hours worked at the Shelter, and details on any materials or goods used or consumed.

2. Red Cross's Obligations.

(a) The Red Cross Shelter Manager has primary responsibility for the operation of the Shelter. Red Cross will provide additional Red Cross staff and volunteers to carry out the activities of the Shelter. Red Cross will post signs identifying the Shelter. Red Cross will remove all Red Cross signs when the Shelter is closed. Red Cross and all of its agents, and employees, and volunteers will exercise reasonable care in the operation of any Shelter.

(b) Storm damage or other damage caused by the Emergency is not the responsibility of Red Cross. Red Cross reimburses personnel costs at actual current per hour straight time rate for instruction, custodial, maintenance, and food service. Red Cross will reimburse Owner for the reasonable actual out-of-pocket costs and expenses for operational expenses, including the replacement of food, supplies, equipment. Property damaged, lost or stolen due to the negligence of Red Cross will be compensated based on depreciated actual cash value. Reimbursement for any extraordinary or capital expenses (including without limitation painting, carpeting, wiring, and structural work) will be limited to replacement at actual cash value of the property. In such cases, Red Cross will select from among bids from at least three reputable contractors.

(c) Red Cross will notify the Owner or Facilities Coordinator of the closing schedule for the Shelter. After the Shelter has been closed, the Facility Coordinator and the Shelter Manager will conduct a post-disaster facilities survey to ensure that the Shelter is returned to the Owner in the same condition as it was when it was opened, ordinary wear and tear excepted. The form to be used for this post-operation survey is Form 6556 (Release of Facility) attached as Exhibit B.

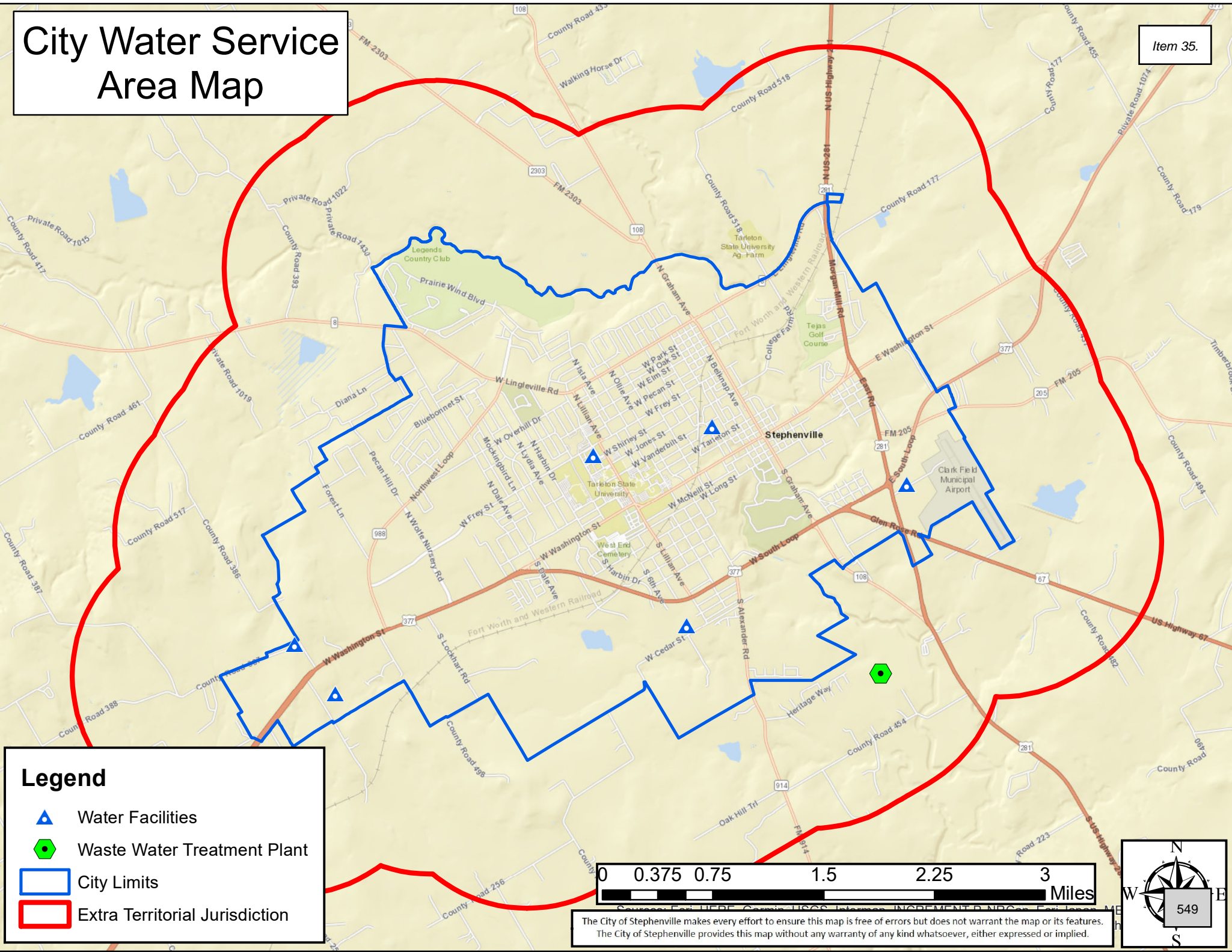
Exhibits A and B

Exhibit A: https://crossnet.redcross.org/office/forms/disaster_6564_shelter_Shelter-survey.dot





Exhibit B: https://crossnet.redcross.org/forms/disaster_6556_release_of_Shelter.pdf

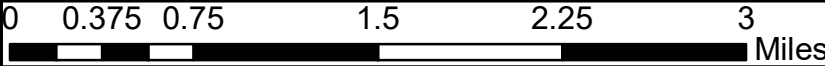
City Water Service Area Map

Item 35.

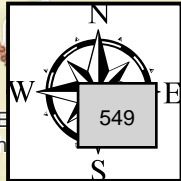


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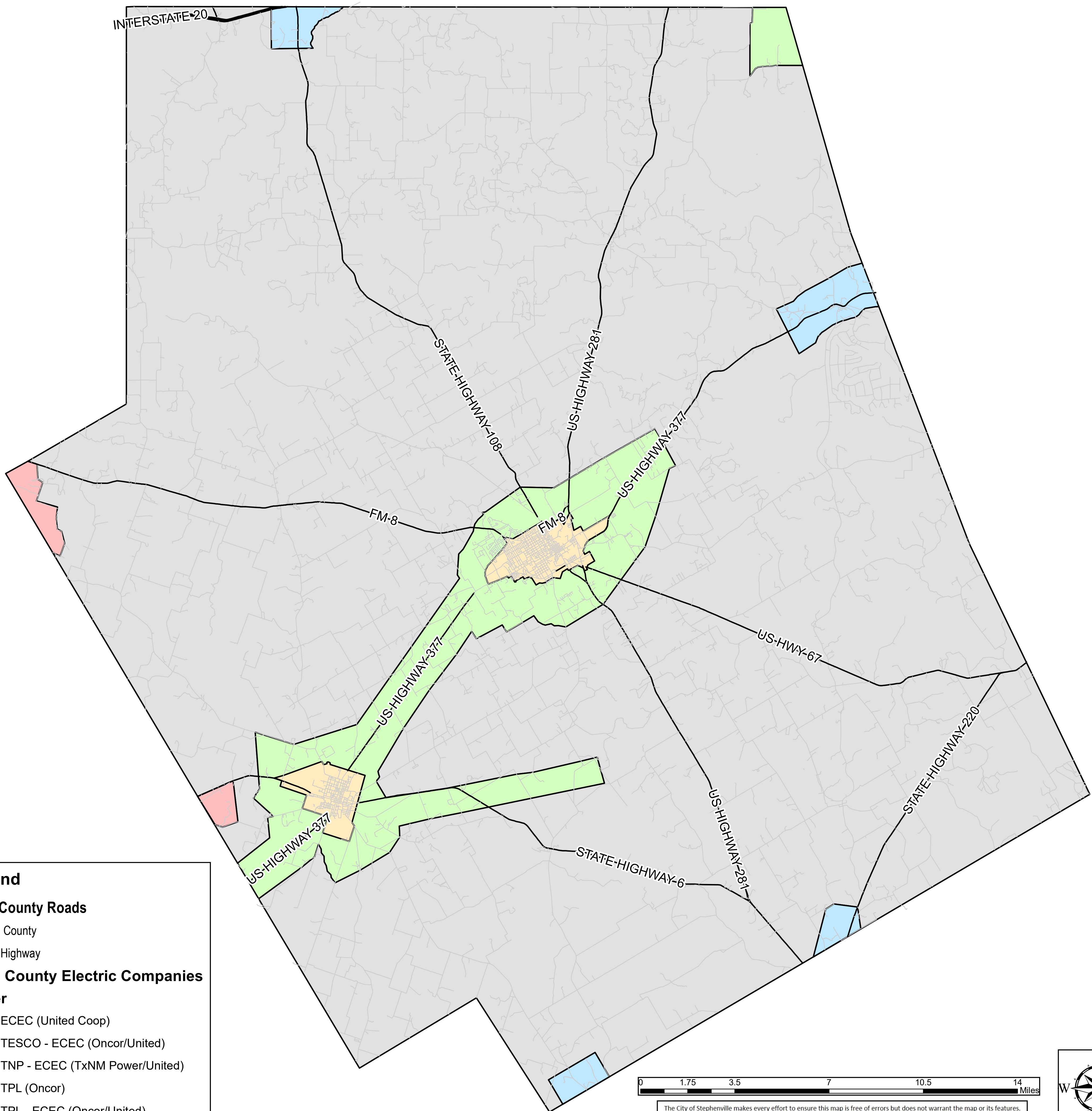
-  Water Facilities
-  Waste Water Treatment Plant
-  City Limits
-  Extra Territorial Jurisdiction



The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either expressed or implied.



Erath County Electricity Providers



Legend

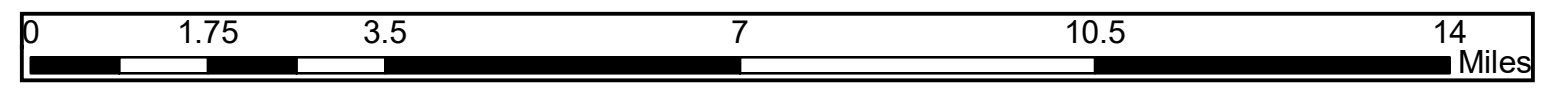
Erath County Roads

- County
- Highway

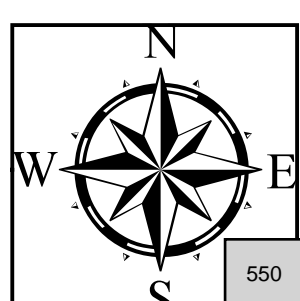
Erath County Electric Companies

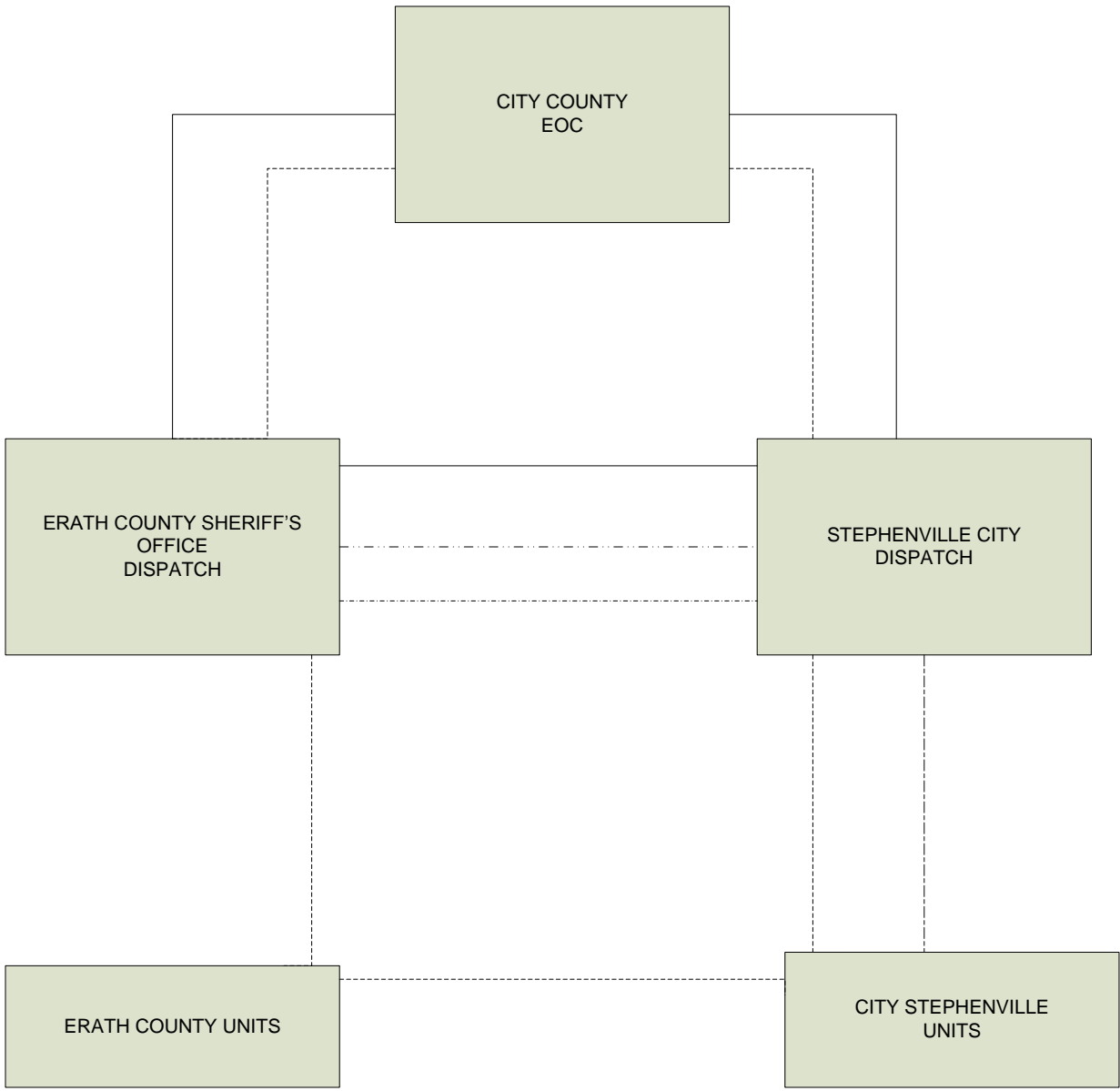
Owner

- ECEC (United Coop)
- TESCO - ECEC (Oncor/United)
- TNP - ECEC (TxNM Power/United)
- TPL (Oncor)
- TPL - ECEC (Oncor/United)



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- VHF RADIO
- _____ PHONE
- - - - - TELETYPE
- CELLPHONE

APPROVAL & IMPLEMENTATION

The City of Stephenville

Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supercedes all previous editions.

Mayor

Date

Emergency Management Coordinator

Date

STAFF REPORT



SUBJECT: GLO CDBG-DR Groesbeck Drainage Improvements – TTG Utilities, LP
MEETING: Council Meeting - 07 Dec 2021
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends acceptance of the above noted project as complete and requests authorization for the city manager to issue final payment to the contractor. An appropriate resolution is attached.

BACKGROUND:

The City of Stephenville was awarded the grant by the Texas General Land Office on February 13, 2019, in the amount of \$2,000,000. The city entered into a Contractor Agreement for the amount of \$1,706,264.00 with TTG Utilities, LP, from Gatesville, Texas. The contractor has generally completed the work in accordance with the plans and specifications.

FISCAL IMPACT SUMMARY:

The required one percent (1%) match was allocated in the FY20-21 budget. The project was completed for \$1,697,069.90 of which \$1,663,128.50 has been paid to the contractor. The remaining balance of \$33,941.40 will be released to the contractor following formal project acceptance by the city council. The project has been completed \$9,194.10 under bid.

A recommendation for final payment has been received from the engineer of record, KSA Engineering. There are no outstanding issues identified for the contractor to address. Additionally, an Affidavit of Bills Paid has been received from the contractor.

ATTACHMENTS:

Resolution No. 2021-

RESOLUTION NO. 2021-R-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, TO ACCEPT THE 2016 GLO CDBG-DR GROESBECK DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZE FINAL PAYMENT TO TTG UTILITIES, LP; FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Stephenville entered into a unit price contract with TTG UTILITIES, LP, with a final estimated total cost of \$1,706,264.00; and

WHEREAS, the actual work was completed at a total cost of \$1,697,069.90 of which \$1,663,128.50 has been previously paid to the contractor, leaving an amount due of \$33,941.40; and

WHEREAS, the City has received an executed Final Bills Paid Affidavit from the Contractor and a recommendation of final payment from the engineering firm of record, KSA Engineering.

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

SECTION 1. The 2016 GLO CDBG-DR GROESBECK DRAINAGE IMPROVEMENTS PROJECT is hereby accepted, and the City Manager is authorized to make final payment to the contractor.

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

PASSED AND APPROVED this the 7TH day of December 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