



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 W Washington
Tuesday, January 16, 2024 at 5:30 PM

AGENDA

CALL TO ORDER

TOURISM AND VISITORS BUREAU COMMITTEE

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

1. Consider Hotel Occupancy Tax Application – Joe Beaver’s Jr. Superstars Roping

PARKS AND LEISURE SERVICES COMMITTEE

Lon Reisman, chair; Bob Newby, David Baskett, Brandon Greenhaw

2. Consider Sports Feasibility Study with Synergy Sports Charlotte, LLC

PUBLIC WORKS COMMITTEE

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

3. Review Proposal with LJA Engineering for Development Review Services
4. Review Proposal with Raftelis for Stormwater Rate Analysis Services
5. Review FY23-24 Rates for Upper Leon River Municipal Water District
6. Review Long Street Reconstruction Project Change Orders
7. Review Harbin Drive Reconstruction Project Change Orders
8. Discuss Construction Contractor Protocol

DEVELOPMENT SERVICES COMMITTEE

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

9. Consider Mixed Use Zoning Strategies and Areas

PERSONNEL COMMITTEE

Brandon Greenhaw, chair; Justin Haschke, Maddie Smith, Mark McClinton

10. Discuss Update of Salary Survey
11. Consider Stephenville Fire Department and Stephenville Police Department Incentive Programs

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.



STAFF REPORT

SUBJECT: Consider Hotel Occupancy Tax Application – Joe Beaver’s Jr. Superstars Roping

DEPARTMENT: Tourism

STAFF CONTACT: Michaela Bierman

RECOMMENDATION:

Staff recommends funding the Joe Beaver’s Jr. Superstar Roping event in the amount of \$5,000.

BACKGROUND:

Established in 2010, this roping event will take place on March 29-31, 2024, at the 377 Arena. The amount of HOT Funds requested is \$10,000.

Last year, the City of Stephenville funded Joe Beaver’s Jr. Superstars Roping in the amount of \$5,000 which took place April 7-9, 2023.

This event will host 450+ contestants, estimating the attendance at 1,000. The impact of this event will be measured by the number of entries and stall rentals at 377 Arena, along with Tourism data analytics gathered from Datafy.

FISCAL IMPACT SUMMARY:

This event will host 450+ families that will eat, shop, and potentially stay in hotels for 2-3 days.

ALTERNATIVES

Council denies staff recommendation of HOT Funds application.

Council reduces staff recommendation amount of Hot Funds.

(ONLY turn this part in once your event is completed)

POST-FUNDING ANALYSIS AND PROOFS OF PAYMENT

ORGANIZATION INFORMATION

Date: April 7-9 / May 15, 2023
 Name of organization: Joe Beaver Jr Superstars Roping
 Address: PO Box 1595
 City, State, Zip: Huntsville TX 77348
 Contact Person: Joe Beaver or Jenna Beaver
 Contact Telephone Number: 936-672-7933

EVENTS/ACTIVITY/FACILITY INFORMATION

Name of funded event/activity/facility: Joe Beaver Jr Superstars Roping
 Date funded event/activity/facility held: April 7-9, 2023
 Primary location of funded event/activity/facility: 377 Arena Stephenville, TX
 Primary purpose of funded event/activity/facility: Jr roping events 7-19 plus open events for all ages
 Amount received from HOT funds: \$5000
 Specific explanation of how HOT funds were spent: paying for the use of the facility which costs \$5230

How many years have you held this event/activity/facility?

2 years at Lone Star Arena Labor Day 10 years Alvarado for Easter

How many people did you predict would attend this event/activity/facility? (Note: this should be the number you submitted in "Application"):

450 Kids not including parents & siblings

How many people do you estimate actually attended the event/activity/facility? 500 contestants ~~not in~~ total including companions 1500

How many room nights were generated in Stephenville area hotels/motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/facility? 3 nights April 6-8

If this event/activity/facility has been funded by HOT funds in the last three (3) years, how many room nights were generated at Stephenville area hotels/motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/facility?

Last Year? Alvarado - sold out La Quinta, Best Western,

Two Years Ago? Comfort

Three Years Ago? _____

What method did you use to determine the number of people who booked rooms in Stephenville area hotels/motels, inns, and bed-and-breakfast establishments by attendees of this even/activity/facility? (for example, room block usage information, survey of hoteliers, etc.)

X

The La Quinta was sold out 6-8, We also checked Hampton Inn, Best Western, Motel 6, They were all sold out

Was a room block established for this event/activity/facility at an area hotel and, if so, did the room block fill? yes La Quinta was sold out

If the room block did not fill, how many rooms were picked up? _____

Please check all efforts your organization actually used to promote this event/activity/facility, and how much money was actually spent in each category:

| | | |
|---------------|---------------------------------------|-----------------------------------------------------------|
| Newspaper | | \$ |
| Radio | | \$ |
| TV | <u>talked about on Cowboy Channel</u> | \$ |
| Press Release | | \$ |
| Direct Mail | <input checked="" type="checkbox"/> | \$ email |
| Social Media | <input checked="" type="checkbox"/> | \$ fb |
| Other | <u>websites</u> | <input checked="" type="checkbox"/> \$ Joebeaver.com, etc |

We are ^a ~~part~~ of qualifying event for
 Hoey Jr Patriot
 Vegas World Finals
 The American
 So our event location is posted on their webs

What new marketing initiatives did you utilize to promote hotel, tourism and visitor's activity for this event/activity/facility? La Quinta is our host hotel

We email approximately 550 previous contestants
Our flyer goes onto T association schedules, Our website has all info

Attach actual documents showing how Stephenville was recognized in your advertising/promotional campaign. see attached

Attach actual documents showing all forms of advertising/promotion used in your campaign. If the item itself does not indicate the medium used (i.e. radio, TV, print, or mail) or exactly where the advertising took place, please include other information that would show the location of the advertising and medium utilized.

Attach actual invoices, receipts, and proofs of payment for ALL expenditures on which HOT funds were used in whole or in part.

Were the HOT funds received fifty percent (50%) or less of total receipts? less

HOT Funds Received: \$5000

Total Event Receipts: \$33,799

What Stephenville businesses did you utilize for food, supplies, materials, printing, etc.? HEB, Newtons Purple Goat, J Raes, El Azteca
Peacocks, Hard's

If sporting event-related, how many individuals actually participated in the event/activity/facility? 500+ from 18 states + Canada

If sporting event-related, how many participants were from another city of county? 146 contestant list emailed to you 5/23/23 of 500+ plus lived Stephenville
Ligan, Morgan, Mill

The above accounting of HOT funds received for the City of Stephenville, and the explanation of how such funds were actually utilized, is true and accurate.

Jenna Beare
Authorized Signature

5/14/23
Date Signed

This Post-Fund Analysis must be completely and accurately filled out and returned to the City of Stephenville, Attn: Tourism Coordinator, 298 W. Washington St. Stephenville, Texas 76401, no later than **sixty (60) days** after the event/activity/facility. All invoices and proofs of payment must be attached and will not be returned. If the total amount of the HOT funds were not used or were not lawfully used, then those funds must be returned or repaid to the City of Stephenville with this Post-Funding Analysis. Questions may be directed to the Tourism Coordinator at (254) 918-1212 or email tourism@stephenvilletx.gov.

FUNDING CONSIDERATION CHECKLIST**Name of****Event/Activity/Facility:**

Doping
 Joe Beaver Jr Superstars / 377 Arena

Does your event/activity/facility pass Part One (1) of the statutory test, defined specifically as directly enhancing and promoting tourism and the convention, and hotel industry in Stephenville? YES NO

Does your event/activity/facility pass Part Two (2) of the statutory test, defined specifically as fitting into one of more of the following categories:

- Convention center facilities or visitor information centers
- Facilities, personnel and materials for registration of the Tourism and Visitor's Bureau delegates
- Advertising, and conducting solicitations and promotional programs to attract tourist and visitor's
- Promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording
- Historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums in the area
- Signage directing tourist to sights and attractions that are visited frequently by hotel guests in the municipality
- Funding the costs for transporting tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city
- Sporting event expenses, including promotion expenses, related to sporting events at which the majority of participants are tourists who substantially increase economic activity at hotels in the area
- Is your application filled out thoroughly and completely, and are all required pages attached?
- Is your request for funding in accordance with the maximum funding guidelines?
- If applicable, have you submitted the Post-Funding Analysis and proofs of payment for last year's event/activity/facility?
- If applicable, have you returned or repaid the City for any previous funds not used or not used lawfully?
- Have you documented how you will accurately track out-of-town guests, showing that your event will attract tourists that will directly support the Tourism and Visitor's Bureau and the Hotel industry in the area?
- Is your request for fifty percent (50%) or less of your total projected revenue from the event/activity/facility?
- If you are applying under the Advertising category, is your request for one hundred percent (100%) or less of your total projected advertising expenditures?
- If you are applying under the Advertising category, have you met the local requirement that advertising must be accomplished in advance of the event/activity/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards?
- Will all advertising indicate that the City of Stephenville is a direct sponsor of the event?

2023 TOURISM FUNDS APPLICATION

Stephenville Tourism & Visitor Bureau □ 254.552.1222

For STVB Use Only
Years Funded:

Item 1.

EVENT NAME: Joe Beaver Jr Super stars Roping

2021 Amount:

Sponsor Organization or Business: Joe Beaver Inc

Status: Non-Profit For-Profit

2019 Amount:

Contact Person: Jenna Beaver Email: jbb90@aol.com

2018 Amount:

Address: PO Box 1595 Phone: 936-672-7933 Tax ID#:

Huntsville TX 77342

2017 Amount:

EVENT DESCRIPTION

Event Dates: Event Hours (Start & End Time each day): Location: Description of Event:

March 29-31, 2024 9am - 7pm 377 Arena 10-19 year old roping events
Also open roping event

Is this an Annual Event that plans to remain in Stephenville? yes

How many years has the event been held? 14 years

Estimated attendance (if applicable):

Entries/Registrants

Spectators

450-500

1000

Last year's estimated hotel nights reserved and # of nights: 3 # Rooms 150 rooms

Total attendance expected this year:

Nights

3

Entries/Registrants

Spectators

450-500

1000-1500

Estimated hotel rooms that will be occupied and # of nights: # Rooms 3 nights 150 rooms

Where do competitors/spectators come from?

All over Texas approximately 20 states NM, LA, OK, MO, AR, GA, FL, AZ, CA, UT, ID, AL, MS, WI, IA, OR.

Nights

2 nights competition

Are concessions available at event?

Yes

No

If so, who provides them? Food Trailers

How many event staff work at the event? 18

How many volunteers work the event? 0

How will the event be advertised/promoted?

Joe Beaver Website, Cowboy Channel, RFD radio email sent to all previous contestants

Local Hire: 6

Amount Requested from STVB: \$

9,10,000

Please indicate how funds will be spent:

prizes, payroll for staff, their food & hotel
their food & hotel



STAFF REPORT

SUBJECT: Synergy Sports Feasibility Study

DEPARTMENT: Parks and Leisure Services

STAFF CONTACT: Daron Trussell, Director of Parks and Leisure Services

RECOMMENDATION:

Staff is recommending entering into an agreement with Synergy Sports to engage in a feasibility study to assess new and expanded sports facility opportunities for the City of Stephenville.

BACKGROUND:

Synergy will collaborate with, and provide services to, the City of Stephenville in the following areas:

Creation of a sports-focused Feasibility Study

- Assess the current sports ecosystem in the local, sub-regional, and regional markets
- Identify sports opportunities in the local, sub-regional, and regional markets that are currently underserved and/ or absent in the region
- Assess the local, sub-regional, and regional demographics, socioeconomics, competitors, etc.
- Assess the various sites and project opportunities within the City to determine the level of sport participation, opportunities for amateur and collegiate meets, tournaments, and rentals, events, community programs, etc.
- Provide recommendations on facility components, surfacing, equipment, etc.
- Creation of 5-year financial projections for operations for each component as well as collectively, to include Income Statement, Statement of Cash Flows, Balance Sheet, and supporting details (number and costs for programs, meets, events, etc.)
- Creation of an Economic Impact Analysis to show jobs created or supported, dollars coming into the area, additional hotel stays, restaurant visits, etc.
- Creation of a User Impact Summary to show the number of additional visitors to the area, participants, etc.
- Develop conceptual architecture for any “to be developed” facilities (indoor and/ or outdoor)
 - Indoor facility floor plan and site plan (if applicable)
 - Exterior Rendering of new outdoor components (flat/ diamond fields, etc., if applicable)
- Development of a digital presentation deck (as needed)
- Development of a preliminary cost estimate for construction, surfacing, equipment, etc., and provide an optional phasing plan
- Provide a summary of financing and funding options
- Initial site visit to include meetings with key stakeholders, County Commission, community members, other municipal entities, etc.
- Site visit to present final findings to City Council
- Virtual presentations with Boards of Directors, philanthropic organizations, banks, City Council, School Board, County Commission, EDC, local community, etc. as needed

FISCAL IMPACT SUMMARY:

Cost: \$15,000 (inclusive of all travel expenses)
 Terms: 50% due 30 days after Acceptance; Balance due upon completion

ALTERNATIVES

- 1) Accept the staff recommendation and enter into an agreement with Synergy Sports to provide a feasibility study with the City of Stephenville
- 2) Do not accept the staff recommendation

November 10, 2023

City of Stephenville, Texas

Re: Stephenville, Texas Sports Feasibility Study

Good Morning,

Synergy Sports Charlotte, LLC (“Synergy”) has enjoyed the opportunity to learn more about your ideas for developing a new sports facility in Stephenville. Synergy is deeply committed to bringing sports, education, and enrichment opportunities to deserving communities and sees enormous value in giving back in meaningful ways and providing unparalleled programming and facilities. We are pleased to present this engagement letter to you for the initial stages of assessing new & expanded sport opportunities, determining ideal locations, and projecting financial performance and economic impact.

This Letter Agreement outlines the framework of the relationship between Synergy and the City of Stephenville for the first Phase of the project.

Broadly speaking, Synergy will collaborate with, and provide services to, the City in the following areas:

- Creation of a sports-focused Feasibility Study
 - Assess the current sports ecosystem in the local, sub-regional, and regional markets
 - Identify sports opportunities in the local, sub-regional, and regional markets that are currently underserved and/ or absent in the region
 - Assess the local, sub-regional, and regional demographics, socioeconomics, competitors, etc.
 - Assess the various sites and project opportunities within the City to determine the level of sport participation, opportunities for amateur and collegiate meets, tournaments, and rentals, events, community programs, etc.
 - Provide recommendations on facility components, surfacing, equipment, etc.
- Creation of 5-year financial projections for operations for each component as well as collectively, to include Income Statement, Statement of Cash Flows, Balance Sheet, and supporting details (number and costs for programs, meets, events, etc.)
- Creation of an Economic Impact Analysis to show jobs created or supported, dollars coming into the area, additional hotel stays, restaurant visits, etc.
- Creation of a User Impact Summary to show the number of additional visitors to the area, participants, etc.
- Develop conceptual architecture for any “to be developed” facilities (indoor and/ or outdoor)
 - Indoor facility floor plan and site plan (if applicable)
 - Exterior Rendering of new outdoor components (flat/ diamond fields, etc., if applicable)
- Development of a digital presentation deck (as needed)
- Development of a preliminary cost estimate for construction, surfacing, equipment, etc., and provide an optional phasing plan
- Provide a summary of financing and funding options
- Initial site visit to include meetings with key stakeholders, County Commission, community members, other municipal entities, etc.
- Site visit to present final findings to City Council
- Virtual presentations with Boards of Directors, philanthropic organizations, banks, City Council, School Board, County Commission, EDC, local community, etc. as needed

Cost: \$15,000 (inclusive of all travel expenses)

Terms: 50% due 30 days after Acceptance; Balance due upon completion



The timeline to complete the above and deliver the final assets (including site visit) is estimated to be 45- 60 days from the Date of Execution. This timeline assumes periodic calls as necessary, timely access to client provided data and information, etc.

To get started, please sign, and return this Letter Agreement, indicating acceptance of the fees proposed, timeline, and overall scope. Payment for the services will be due as outlined. This phase will provide key financial information needed for financing and/ or funding, presentation ready materials for key stakeholders and community groups, economic and community impact assessments, and proof of a viable endeavor.

Information and general costs associated with successive phases will be determined and outlined as the project progresses.

Please sign this letter and return it to me by email. We look forward to working with you on this amazing project.

Sincerely,

Jason Boudrie, Founder & CEO
Synergy Sports Charlotte, LLC

I agree to and accept the terms of this Letter Agreement:

Stephenville, Texas Authorized Signature

Date

Jason Boudrie
Founder & CEO, Synergy Sports Charlotte, LLC

Date

STAFF REPORT

SUBJECT: Professional Engineering Services – LJA Engineering, Inc.
MEETING: Public Works Committee Meeting - 16 Jan 2024
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends engaging LJA Engineering, Inc. to perform professional engineering services with an emphasis on review of plats and development plans.

BACKGROUND:

Staff met with representatives from LJA Engineering, Inc. on December 12, 2023, and was impressed with the professionalism, knowledge, and experiences represented regarding municipal engineering and public infrastructure, specifically related to development reviews and stormwater expertise.

LJA is a 50-year-old, employee-owned, comprehensive, full-service engineering company with 50 offices in 9 states, including 25 offices in Texas with four (4) offices located in the metroplex area.

PROPOSAL:

A proposed Professional Services Agreement (PSA) is attached. The agreement has been reviewed by the city attorney. General professional engineering services would be performed on a task order basis and would be primarily used for development reviews across multiple engineering disciplines for plat and development plan reviews, but would also allow for assistance with other services like code updates, planning, design, etc. with prior staff authorization.

FISCAL IMPACT SUMMARY:

Professional engineering services would be performed on a task order basis. The adopted FY23-24 budget allocated \$45,000 for review fee services; however, review fees are pass-through costs and are directly reimbursed by developers.

Amendment No. 15 with Freese and Nichols, Inc. was approved in December 2023 to extend the existing agreement for services by a not-to-exceed amount of \$30,000. If LJA is selected to perform development reviews moving forward, any funds remaining from the amendment with FNI, following completion of existing projects, will be reallocated.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not authorize the execution of the professional service agreement as presented; or
2. Direct staff to authorize professional services on a month-to-month basis.

ADVANTAGES:

1. No charge is incurred to the city unless services are utilized.
2. The adopted Fee Schedule provides for review fees to be reimbursed by developers.
3. Reviews would continue to be completed within seven (7) to fourteen (14) calendar days.

DISADVANTAGES:

1. No disadvantages have been identified.

ATTACHMENTS:

[LJA Engineering, Inc. – Professional Services Proposal](#)



January 12, 2024

PROPOSAL

Jason King, City Manager
City of Stephenville
298 W. Washington Street
Stephenville, Texas 76401

Re: Stephenville Support Services
City of Stephenville, Erath County, Texas
LJA Job No. NTP4458-0356
LJA Proposal No. 23-24914

Dear Mr. King:

LJA Engineering, Inc. is pleased to submit this proposal for the following services in accordance with the terms and conditions set forth in the attached Professional Services Agreement (PSA).

TASK ORDER DESCRIPTION

Scope and fee herein anticipate general consultation to include reviewing and collaborating on development proposals and Code updates, recommendations for associated planning, design, and operational considerations, and implementation of the Comprehensive Plan and management services.

SCOPE OF SERVICES

901. GENERAL CONSULTING

Provide or perform the following services as requested via email as needed:

1. Attend predevelopment and project meetings, to provide planning, design, engineering, and development guidance as applicable.
2. Review, comment, and advise on predevelopment and project proposals, to provide planning, design, engineering, and development recommendations as applicable.
3. Discuss development proposals with City Staff, boards, and commissions, to provide planning, design, engineering, and development guidance as applicable.
4. Provide planning policy recommendations and design concepts for City strategies and programs.
5. Attend and present during public hearings and field questions.

6. Review, comment, and advise on master water distribution, sanitary sewer collection, and stormwater management plans and proposed facilities.
7. Advise and coordinate planning, design, bidding, and construction management of identified projects.
8. Review, comment, and advise on traffic- and transportation-related studies, plans, and development.
9. Provide guidance on existing and proposed revisions to standard policies, procedures, and operations.
10. Review and comment on existing and proposed City standards, including review flowcharts, checklists, criteria manuals, applications, and details.
11. Attend meetings, hold phone calls, and/or participate in email conversations regarding recommended actions or policies to implement adopted city plans and policies.
12. Provide planning, design, engineering, drainage, and development guidance based on best practices and to complement the adopted city plans and policies.
13. Evaluate, summarize, and/or administer solutions and best practices for adopted or in progress plans and studies for implementation.

GENERAL CONDITIONS

Work requests within this Scope of Work shall be documented via email from City to Consultant, with any associated clarification of timeline/deadline, estimated level of effort, and/or task considerations as applicable.

COMPENSATION SCHEDULE

SUPPORT SERVICES

| | | |
|-----|-----------------------|--------|
| 901 | General Consulting | Hourly |
| Z99 | Reimbursable Expenses | T&M |

ADDITIONAL SERVICES

Compensation for Additional Services not listed herein or services required due to change in municipal ordinances and/or State legislation will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule in the PSA or on a lump sum basis agreed upon at the time the work is authorized.

If this proposal meets with your approval, please execute proposal and return a copy to us. Your signature below and on the attached PSA will be sufficient authorization to commence the stated work.

We appreciate this opportunity to submit this proposal and look forward to working with you. If you have questions, please call me at 972.339.8186.

Sincerely,

CITY OF STEPHENVILLE

Abra R. Nusser, AICP
Director

By: _____

Name: Doug Svien

Title: Mayor

Date: _____

James S. Wiegert, PE
Senior Vice President

AN/rr

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on January 12, 2024 is by and between City of Stephenville with address at 298 W. Washington Street, Stephenville, Texas 76401 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF STEPHENVILLE

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

By:  _____

Printed Name: Doug Svien

Printed Name: James S. Wiegert

Title: Mayor

Title: Senior Vice President

Effective Date: _____

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services.

Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction,

Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

10. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III

of this Agreement the amount of such limit as Item 3. additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to reuse of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the

implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any. The Services may be performed by any affiliated company of LJA under its common insurance program.

16. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, LJA is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, LJA verifies that it does not, nor will it, "boycott Israel" through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade

association through the term of this Agreement. As re Item 3. by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, LJA is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." LJA is headquartered in Houston, Texas.

20. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

21. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

22. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.20OCT2023

ATTACHMENT B

| LABOR CATEGORY | BILLING RATES | |
|-----------------------------------------------|---------------|----------|
| | Lowest | Highest |
| Department Head (VP, Division Manager) | \$225.00 | \$300.00 |
| Senior Consultant | \$230.00 | \$285.00 |
| Director | \$200.00 | \$285.00 |
| Group Manager | \$195.00 | \$265.00 |
| Sr. Project Manager | \$190.00 | \$260.00 |
| Project Manager | \$135.00 | \$210.00 |
| Sr. Project Engineer | \$140.00 | \$215.00 |
| Professional Engineer (Project Engineer, APM) | \$120.00 | \$195.00 |
| Graduate/Design Engineer | \$ 90.00 | \$140.00 |
| Sr. Civil Designer | \$ 90.00 | \$175.00 |
| Civil Designer | \$ 80.00 | \$140.00 |
| Sr. Planner | \$130.00 | \$195.00 |
| Planner | \$ 85.00 | \$150.00 |
| Sr. Landscape Architect (Studio Lead) | \$130.00 | \$175.00 |
| Landscape Architect | \$100.00 | \$165.00 |
| Landscape Designer | \$ 85.00 | \$140.00 |
| Sr. Construction Manager | \$120.00 | \$195.00 |
| Construction Manager | \$100.00 | \$155.00 |
| Resident Project Representative | \$ 85.00 | \$145.00 |
| Construction Engineer | \$ 85.00 | \$145.00 |
| Construction Inspector | \$ 70.00 | \$135.00 |
| GIS Developer | \$105.00 | \$190.00 |
| GIS Analyst | \$ 75.00 | \$125.00 |
| Survey Project Manager | \$130.00 | \$210.00 |
| Project Surveyor | \$110.00 | \$170.00 |
| Survey Technician | \$ 75.00 | \$155.00 |
| 3 Man Survey Crew | \$200.00 | \$240.00 |
| 2 Man Survey Crew | \$160.00 | \$200.00 |
| Clerical (Admin. Assistant) | \$ 60.00 | \$125.00 |
| Intern | \$ 45.00 | \$ 85.00 |

Expert Witness

Expert witness and certificate (merit or lender) duties will be billed at a rate of \$425.00/hour.

Reimbursable Expenses

In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.
5. Sales tax as required by state law for surveying services will be billed at cost.

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

STAFF REPORT

SUBJECT: Professional Services – Stormwater Rate Analysis – Raftelis
MEETING: Public Works Committee Meeting - 16 Jan 2024
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends engaging Raftelis Financial Consultants, Inc. to perform the FY23-24 budgeted stormwater rate analysis.

BACKGROUND:

Public Works and Finance staff met with representatives from Raftelis on November 17, 2023, and were impressed with the considerable experience presented regarding municipal rate structure development. Raftelis has conducted rate surveys since 1996 and has partnered with over 600 local governments last year alone. Raftelis has a multitude of both state and national clients of all sizes. Raftelis is also registered with the U.S. Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

PROPOSAL:

A proposed Professional Services Agreement is attached. The agreement has been reviewed by the city attorney's office. The scope of work includes the establishment of short and long-term financial plans for the city's stormwater utility using multiple scenarios over various lengths of time. The financial plans will consider different funding mechanism options to ensure equitable and sustainable revenue generation to meet both standard operating and capital cost goals.

The proposal also includes the development of a financial rate model tool in a format the city can use in the future to analyze different factors and those associated impacts to debt and revenue.

The city's current rate structure and calculation methodologies will be reviewed, and recommendations will be presented for consideration. Raftelis will develop a specific 5-year rate structure recommendation to meet prioritized funding goals.

Additionally, Raftelis will review and provide recommendations to the city's applicable code of ordinances.

FISCAL IMPACT SUMMARY:

The adopted FY23-24 budget allocated \$50,000 for a stormwater rate analysis. The proposal provides the services discussed above for \$46,890.00.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval the proposal as presented; or
2. Direct staff to seek an alternate firm.

ADVANTAGES:

1. The proposal is \$3,110.00 under the approved budget amount.

DISADVANTAGES:

1. No disadvantages have been identified.

ATTACHMENTS:

[Raftelis – Stormwater Rate Analysis Proposal](#)

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CLIENT
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

This Consulting Agreement (“Agreement”) is entered into this ____ day of _____, 2023 (hereinafter referred to as the effective date of the agreement) by and between, City of Stephenville, TX (the “Client”) and Raftelis Financial Consultants, Inc., 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 (“Raftelis”).

Witnesseth

WHEREAS, Raftelis is engaged and experienced in public finance, management, and pricing, and service delivery, and WHEREAS, The Client desires to hire Raftelis and Raftelis agrees to provide services to the Client, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1 – Statement of Work

Raftelis shall provide professional consulting services to prepare a stormwater fee rate study and rate structure analysis for Client. Raftelis will perform the services as set forth in its proposal sent to Client dated December 10, 2023 and included herein as Attachment A, the “Scope.”

Article 2 – Time for Completion

This Agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of and shall be mutually agreed to by the Parties.

Article 3 – Compensation

Client shall pay to Raftelis the sum not to exceed \$46,890.00, which includes professional fees and direct expenses incurred in performing the scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the scope of work contained herein at Raftelis’ current standard hourly rate schedule included in Attachment B. Any expansion of the scope of work by the Client shall involve discussion of and agreement about additional fees and time by both parties.

Raftelis shall submit invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice

will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to Raftelis within 30 days.

Article 4 – Additional Services

At the Client's request, Raftelis may submit proposals for additional professional services. Each proposal submitted shall detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5 – Place of Performance

Raftelis shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6 – Indemnification

Raftelis hereby agrees to indemnify and defend the Client, its officers, directors, managers and employees ("Indemnified Party or Parties") and to hold the Indemnified Parties harmless against third party claims, costs and expenses, including reasonable attorney's fees, action, or demands against the Indemnified Parties and against damages for injury to or death of any person and for loss of or damage to all property caused by the negligent acts, errors or omissions of Raftelis in performing this Agreement, except to the extent the claims, demands, liabilities, cost and expenses are caused by the negligent acts, errors or omission of an Indemnified Party.

Article 7 – Insurance

Raftelis shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on Raftelis' Certificates of Insurance and Raftelis will provide the Client with these Certificates of Insurance.

Commercial General Liability Insurance – \$1,000,000 for each occurrence and \$2,000,000 in the aggregate

Comprehensive Automobile Liability Insurance – \$1,000,000 combined single limit each occurrence- hired and non-owned only

Workers Compensation Insurance – Statutory limits

Professional Liability Insurance – \$5,000,000 occurrence and \$5,000,000 in the aggregate

Excess or Umbrella Liability – \$5,000,000 occurrence and \$5,000,000 in the aggregate

Article 8 – Confidential Information

Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from the Client, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except as required by judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to Raftelis by the Client ("Confidential Information") without first obtaining written permission from the Client. All tangible embodiments of such information shall be delivered to the Client or the destination of such information by Raftelis requested by the Client. The Client acknowledges Raftelis has the right to maintain its own set of work papers which may contain Confidential Information.

Article 9 – Independent Contractor Status

It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis' employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Raftelis' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis' employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10 – Reliance on Data

In performance of the services, it is understood that the Client and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis' control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis' Scope of services.

Article 11 – Standard of Performance

Raftelis will perform the services under this Agreement in accordance with the standard of professionals in its industry prevailing at the time and place the services are performed. Raftelis' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in

conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Clients' estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

Article 12 – No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non- performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party

Article 13 – Termination of Work

This Agreement may be terminated as follows:

1. **By Client.** (a) for its convenience on 30 days' notice to Raftelis, or (b) for cause, if Raftelis materially breaches this Agreement through no fault of Client and Raftelis neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Raftelis.
2. **By Raftelis.** (a) for cause, if Client materially breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, Raftelis shall be compensated for all work properly performed prior to the effective date of termination.

Article 14 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:

If for Raftelis:

Name

Raftelis Financial Consultants, Inc.

227 W. Trade Street

Suite 1400

Title

Charlotte, NC 28202

Address

Article 15 – Ownership of Work Product

All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the property of the Client; provided that any use other than as contemplated in this Agreement or any alteration or modification of the Work Product shall be at the sole risk of Client, and Client shall indemnify, defend and hold Raftelis harmless from any claim, demand, liability, cost or expenses incurred by Raftelis from such use or modification. Nothing contained herein shall be deemed an assignment, transfer, or divestiture its use by Raftelis of any of its trade secrets, know-how or intellectual property.

Article 16 – Compliance with Applicable Laws

Raftelis is an equal opportunity employer and complies with all federal, state, and local fair employment practices laws. Raftelis strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, national origin or ancestry, gender identity, sexual orientation, marital status, sex, pregnancy, age, disability, past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law. All Raftelis employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, corrective action, compensation, benefits, and termination of employment.

Any act of discrimination committed by Raftelis in the course of its performance under this Agreement, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 17 – General Provisions

- A. Entire Agreement: This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.
- B. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- D. Assignment and Delegation: Neither Party shall assign this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- F. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.
- G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- H. Third Party Rights: Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third-party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature:

Title

Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

Title

Date

This is to certify that an appropriation in the amount of this contract is available therefore and that _____ has been authorized to execute the contract and approve all requisitions and change orders.

By: _____
Signature

Title

ATTACHMENT A

STATEMENT OF WORK/ENGAGEMENT LETTER

ATTACHMENT B

RAFTELIS' 2023 STANDARD HOURLY BILLING RATES

| Position | Hourly Billing Rate * |
|------------------------------------|-----------------------|
| Chair/Chair Emeritus | \$475 |
| Chief Executive Officer/President | \$425 |
| Executive Vice President | \$375 |
| Vice President | \$340 |
| Senior Manager | \$295 |
| Principal Consultant | \$280 |
| Manager | \$260 |
| Senior Consultant | \$230 |
| Consultant | \$200 |
| Creative Director | \$200 |
| Associate Consultant | \$175 |
| Graphic Designer | \$150 |
| Analyst | \$125 |
| Administration | \$95 |
| Technology/Communications Charge** | \$10 |
| | |
| PRMG – Executive Vice President | \$325 |
| PRMG – Vice President | \$300 |
| PRMG – Senior Manager | \$275 |
| PRMG – Manager | \$245 |
| PRMG – Senior Consultant | \$200 |
| PRMG – Consultant | \$180 |
| PRMG – Associate | \$155 |
| PRMG – Administration | \$95 |
| Technology/Communication Charge* | \$10 |

* These rates will be in effect for calendar year 2023 and will then increase annually by 3% unless specified otherwise by contract.

** Technology/Communications Charge – This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

*** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

Stephenville, TX Stormwater Fee Rate Study and Rate Structure Analysis

PROPOSED SCOPE OF WORK

Project Understanding

The City of Stephenville, TX (City) is seeking a stormwater rate study and possible update to its rate structure. The City has not had an update to its rate in a few years, and revenues are insufficient to fund program needs. Currently, nearly all revenues service debt obligations, and very little funding is available to support operations and maintenance of the critical drainage infrastructure. The City also has a long list of stormwater capital projects to improve, enhance, and expand stormwater infrastructure in the City. The proposed rate study and possible rate structure update will provide the City with options moving forward to increase revenue and enhance its stormwater program.

Project Approach

TASK 1 – DATA COLLECTION & REVIEW

As part of this task, we will collect both financial and GIS data from the City. Raftelis will collect budget, capital plans, debt schedules, and other available financial data. Historical information will be reviewed related to revenues and collections to provide a better understanding of historical trends. Raftelis will work with the City to collect the current tax parcel, land use data, aerial imagery, impervious area, and zoning data as available for GIS analysis. During the data collection and review, we will begin to identify assumptions used to allocate and project costs that will be integrated into our model. As these assumptions are identified, City staff will have an opportunity to review our findings to ensure that the assumptions make sense with regard to the City’s stormwater system.

TASK 2 – FINANCIAL PLAN DEVELOPMENT

Initially, we will establish short and long-term financial plans for the City’s utility. In preparing these plans, we will analyze the City’s current policies and practices for funding its operations and debt service requirements. We will assist in the development of a full financial planning model that will accommodate multiple scenarios for a capital plan at various lengths of time (10, 20, and 30 years). In discussions with City staff, we will consider various funding options or a combination of options, such as operating revenue and potential debt issuances, to address the capital backlog. Raftelis will also develop a plan to manage debt coverage. The City has indicated a desire for an increase in level of service for operations, so this will be taken into consideration when creating a financial plan. In this task, Raftelis will build an open-source Microsoft Excel-based financial model to establish the financial plan, and under task 3, model rates under an alternative rate structure. The model will include a tabular accounting method using revenue requirements provided by the City and units of service data developed as part of this project. The model will include rate calculations under up to three rate structures and a pro forma cash flow. Raftelis will work with City staff to select a preferred rate structure from among the alternatives. Users of this tool will be able to edit inputs and assumptions, in addition to revenue requirements, to impact rates and downstream analyses. The model will be delivered to City staff for their own use moving forward.

TASK 3 – RATE STRUCTURE EVALUATION & CUSTOMER IMPACT ANALYSIS

Currently, the City has a rate structure founded on estimated impervious area (calculated using gross area of property and land use-based intensity of development). Through this rate structure evaluation, we will provide up to 3 different rate structures for the City to review and consider, and have a conversation with City staff to determine which rate structure we should go forward with in analyzing. We may consider a refined estimated impervious area/area-intensity of development structure, measured impervious area, or other rate structure alternatives. Often, the billing unit for impervious area is a community-specific equivalent residential unit (ERU). An accurate ERU value is foundational to establishing equity between rate classes. The City has an established ERU, but it was calculated long ago and should be updated as part of the overall data update and rate structure assessment. To determine the ERU, Raftelis will measure the impervious area in ArcMap for a random sample of approximately 400 residential properties. We will ensure that the sample is representative geographically, across single family residential housing types, and across developments of different ages. Raftelis will determine an appropriate ERU based on our analysis. At the City’s direction, we may also digitize a sample of up to 12 non-single family residential properties of varying sizes and types (such as non-profits, churches, large businesses, small/downtown businesses, etc.) to inform the rate structure evaluation and support communication efforts.

Our GIS team is skilled at using parcel data, planimetric data, and aerial imagery to identify and create an impervious area layer. We recognize the importance of accuracy in maintaining parcel boundaries and capturing impervious area features for each parcel, as this data will be the foundation of fees charged to each parcel. Our team recognizes the difference between public impervious areas, such as streets and sidewalks, and ensures these features are treated consistently across the service area; this ensures accuracy and fairness in ERU and rate calculations. We pay close attention to details that, when shared with decision makers and ratepayers, instill confidence in the underlying data. An example of our work is shown to the right, where measured impervious surfaces are shown in translucent yellow.



Raftelis will provide the City with any final work products such as digitized impervious surface layers or associated tabular data and analysis. These rate structure options are designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency.

We will also develop a comparison of the cost of service to rate recovery under the recommended rate developed as well as currently existing rates. This analysis will allow the City to understand any potential inequities in the existing rate structure as well as how any proposed changes to the rate structure, if applicable, addresses those inequities and subsequently impacts ratepayers.

TASK 4 – RATE & RATE STRUCTURE FINALIZATION

In this task, Raftelis will work with the City to finalize the rate and/or rate structure recommendation, if applicable, that best aligns with the City’s goals. Raftelis will develop a 5-year rate plan, which includes planned rate increases, to both phase in the new rate as well as keep up with general inflation and increased revenue requirements.

TASK 5 – ORDINANCE UPDATE

The Raftelis team will work with the City Attorney and City staff to offer recommended revisions to the City’s Drainage Utility System ordinance (Stephenville Code of Ordinances, Chapter 52) to accommodate an updated rate structure, if applicable, and rates. Finalization of the ordinance will be the responsibility of the City’s Attorney.

Raftelis will assist with presenting the ordinance updates, changes to the rate structure, if applicable, and recommended rates to the City Council, including the preparation of supporting materials for the presentation. These materials are an opportunity to educate the Council and the public on why revised rates are necessary, how they serve the community’s interests, and why the City has chosen the proposed rate structure, if applicable.

TASK 6 – REPORT DEVELOPMENT & PRESENTATION SUPPORT

Draft Report

The draft report will document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the cost-of-service and rate study. An electronic copy of the draft report will be presented to City staff for their review and comment.

Final Report

Raftelis will incorporate the City staff’s comments on the draft report into a final report. Upon finalization of the report, the City will be provided an electronic copy of the report and the final rate model.

Presentations

We will prepare a PowerPoint presentation summarizing the rate study process, findings, and recommendations in a clear and concise manner. We will provide a draft of this presentation to City staff for their review and comment prior to delivering the final version.

Project Schedule and Fee

We propose the completion of the services described in this scope by October 1st, 2024. The estimated schedule is as shown here but may be refined in discussions with City staff.

| TASKS | 2024 | | | | | | | |
|---------------------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|
| | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP |
| 1. Data Collection & Review | ● | | | | | | | |
| 2. Financial Plan Development | | | | ● | | | | |
| 3. Rate Structure Evaluation & Customer Impact Analysis | | ● | ● | | | | | |
| 4. Rate & Rate Structure Finalization | | | | | | ● | | ● |
| 5. Ordinance Update | | | | | | | | ● |
| 6. Report Development & Presentation Support | | | | | | | ● | ● ● |

- Meetings
- Deliverables

For this engagement, we propose a not-to-exceed cost of \$46,890. It is our practice to bill monthly based on actual time and expenses. Total fees will be limited to the not-to-exceed amount unless specific approval for an adjustment in scope is received.

| Tasks | Hours | | | | | Total Fees & Expenses |
|---------------------------------------------------------|----------------|-----------------|-----------------|----------------|----------------------------------|-----------------------|
| | HL | KC | TH | RG | Total | |
| 1. Data Collection & Review | 2 | 2 | 8 | | 12 | \$2,960 |
| 2. Financial Plan Development | 4 | 8 | 30 | | 42 | \$9,970 |
| 3. Rate Structure Evaluation & Customer Impact Analysis | 2 | 12 | 40 | 50 | 104 | \$18,750 |
| 4. Rate & Rate Structure Finalization | 1 | 5 | 10 | | 16 | \$3,970 |
| 5. Ordinance Update | 2 | 10 | 0 | | 12 | \$4,040 |
| 6. Report Development & Presentation Support | 6 | 8 | 12 | | 26 | \$7,200 |
| Total Meetings / Hours | 17 | 45 | 100 | 50 | 212 | |
| Hourly Billing Rate | \$360 | \$320 | \$185 | \$115 | | |
| Total Professional Fees | \$6,120 | \$14,400 | \$18,500 | \$5,750 | | |
| | | | | | Total Fees | \$44,770 |
| | | | | | Expenses | \$2,120 |
| | | | | | Total Fees & Expenses | \$46,890 |

HL - Henrietta Locklear
 KC - Katie Cromwell
 TH - Taylor Holliday
 RG - Rob Garrett

STAFF REPORT



SUBJECT: FY23-24 Upper Leon River Municipal Water District (ULRMWD) – Raw Water Charges
MEETING: Public Works Committee Meeting - 16 Jan 2024
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends the authorization for the FY23-24 routine payments to the Upper Leon River Municipal Water District (ULRMWD) for raw water charges in the amount of \$174,097.00 per the agreement established in 1999.

BACKGROUND:

The city entered into a Supplemental Water Service Agreement with the ULRMWD on July 26, 1999. The annual Raw Water charge is the dollar-for-dollar pass thru cost from the Brazos River Authority (BRA) for Stephenville’s allocation of 1862 acre-feet (AF) of raw water as a part of a District contract with the BRA.

The annual notice (copy attached) from the ULRMWD, dated December 1, 2023, confirms the FY23-24 BRA System Rate of \$93.50 per AF.

FISCAL IMPACT SUMMARY:

The raw water charge for the period September 1, 2023 through August 31, 2024 is \$174,097.00. The approved FY23-24 budget allocated funds in the exact amount specifically for this routine, annual cost.

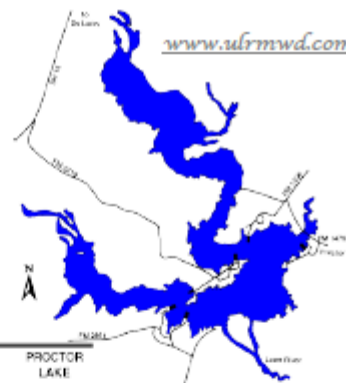
ATTACHMENTS:

Attached is a copy of the ULRMWD FY23-24 notice.

Upper Leon River Municipal Water District

2250 Highway 2861

Comanche, Texas 76442



December 1, 2023

NICK WILLIAMS

City of Stephenville
298 West Washington
Stephenville, Texas 76401

RE: ULRMWD Water Charges
City Volumetric Rate
Minimum Fee
Raw Water Charge

Nick,

The Upper Leon River MWD Board adopted a rate for the member (constituent) cities of \$5.0900 per thousand gallons at their June 26, 2023 Board Meeting. When 2.5% is applied to the \$5.0900 it yields an adjusted **Volumetric Rate** to the City of Stephenville of **\$5.2173 per thousand**; net change will be \$0.1896 per thousand (up 3.77%).

The new volumetric rate would be effective for water metered for the period October 26th thru November 30th, 2023.

The **Minimum Fee** currently remains \$141,972 and the pay terms remain the same, i.e., paid monthly **\$11,831**, or it can be paid annually.

Raw Water charge is the dollar-for-dollar pass thru from Brazos River Authority (BRA) for 1862 A.F. of raw water that is a part of a District contract with BRA. As most are aware, the 1862 A.F. of water represents the drought-of-record, 31.4% reduction of the original 2714 A.F of water contracted by the District from BRA for the benefit of the City. On July 31, 2023, the BRA Board of Directors set their System Rate at \$93.50 per Acre-Foot. This per AF rate, applied to the contract that was billed by BRA and already paid by the District, forms the City's Raw Water charge. The City's **Raw Water Charge for the period September 1st, 2023 through August 31st, 2024 is \$174,097**. This amount is due upon receipt; invoice accompanies.

Please contact us at your opportunity to discuss this or any other matters. The Office phone is 254-879-2258.

Thank you,

guy d. lacy

Public Works

STAFF REPORT

SUBJECT: Long Street Reconstruction Project – Change Order 5 for Rec Hall
MEETING: Public Works Committee Meeting – 16 JAN 2024
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of Change Order 5 to the contract with Jay Mills Contracting, Inc. for the Long Street Reconstruction Project in the amount of \$65,292.38.

BACKGROUND:

On October 18, 2022, the City of Stephenville awarded the above referenced project to Jay Mills Contracting, Inc. for the Base Bid amount of \$5,168,343.94, plus Add Alternate B for sidewalks in the amount of \$796,080.00, for a total amount of \$5,964,423.94.

The project includes reconstruction of Long Street from Alexander Road to Graham Avenue. The existing roadway is being reconstructed with curbs and gutters, sidewalks, crosswalks, and ADA compliant ramps on the north and south sides of the street. Existing cast iron water lines, clay sewer lines, and stormwater culvert have been replaced. Long Street between Graham Avenue and Race Street has been restored with a brick surface supported by a concrete base. Asphalt pavement is specified between Race Street and Alexander Road. Project completion is anticipated in spring 2024.

PROJECT:

Below are summaries of Change Orders #1-5.

- Change Order #1: \$15,989.76 (Approved)
 - Removal of existing stone wall and addition of sidewalk with 12-inch retaining wall at 380 S. Columbia.
- Change Order #2: \$8,802.90 (Approved)
 - Additional retaining wall at 285 W. Long.
- Change Order #3: \$9,443.52 (Approved)
 - Addition of sidewalk with 12-inch retaining wall at 214-230 W. Long.
- Change Order #4: -\$86,654.39 (Approved)
 - Modifications to pavement subgrade stabilization/treatment between Race and Alexander based on field conditions.
 - Modifications to sidewalks, including curb ramps and retaining walls, between Barton and Orr based on field conditions.
 - Realignment of the water line at Dublin based on field conditions.
- **Change Order #5: \$65,292.38 (Pending)**
 - Realignment of the proposed sidewalk at the Rec Hall in front of parking stalls instead of adjacent to street. An ADA accessible route is required for project compliance. (\$6,990.00)
 - Removal and replacement of the existing front steps and ramp at the Rec Hall. These improvements are not required for project compliance; however, the Public Works and Parks Departments have reviewed multiple sidewalk alternatives and recommend incorporating the additional improvements to provide an ADA compliant access at the front entrance of the building. (\$58,302.38 to be funded by the Parks Department.)

Additional Overruns: \$36,602.35

- Overruns to existing line items, in addition to those identified in the change orders above, have been incorporated into the project including:
 - Field modifications due to existing conditions/conflicts found during construction of water and sanitary sewer improvements.
 - Additional replacement of service lines and a fire hydrant that was not originally identified during design.

FISCAL IMPACT SUMMARY:

Below are tabulations of project costs.

| | Total Amount |
|------------------------------------|---------------------|
| Original Contract | \$ 5,964,424 |
| Approved Change Orders | -\$ 52,418 |
| Pending Change Orders | \$ 65,292 |
| Revised Contract | \$ 5,977,298 |
| Additional Overruns | \$ 36,602 |
| Revised Total with Overruns | \$ 6,013,900 |

The below table shows a summary of project costs.

| Change Order | Change Order Amount | Amount Applied To Existing Pay Items | Total |
|-----------------------------|----------------------------|---------------------------------------------|-------------------|
| No. 1 (Approved) | \$ 15,990 | | \$ 15,990 |
| No. 2 (Approved) | \$ 8,803 | | \$ 8,803 |
| No. 3 (Approved) | \$ 9,444 | | \$ 9,444 |
| No. 4 (Approved) | -\$ 86,654 | | -\$ 86,654 |
| Approved CO Subtotal | -\$ 52,418 | | -\$ 52,418 |
| No. 5 (Pending) | \$ 65,292 | | \$ 65,292 |
| Pending CO Subtotal | \$ 65,292 | | \$ 65,292 |
| Additional Overruns | | \$ 36,602 | |
| Total | \$ 12,874 | \$ 36,602 | \$ 35,216 |

The adopted FY22-23 budget appropriated \$6.5 million in project funding. The addition of the approved and pending change order amounts as well as the cost overruns to the original contract amount of \$5,964,424 yields a total contract amount of \$6,013,900.

Modifications to the Rec Hall entrance steps and ramp, if approved, will be funded through the reallocation of \$58,302.38 from the \$110,000 budgeted in FY23-24 for Rec Hall restroom renovations, which have been delayed due additional planning and design efforts, needed to ensure ADA compliance within the building.

It is recommended that Change Order 5 be approved for a revised total contact amount of \$6,013,900.

ATTACHMENTS:

[Change Order #5](#)

PROJECT: West Long Street Reconstruction
 OWNER: City of Stephenville OWNER PROJ # ITB 3310
 CONTRACTOR: Jay Mills Contracting, Inc. ENG. PROJ. # STE21686
 ENGINEER: Freese and Nichols, Inc.

CHANGE ORDER NO. 5 CHANGE ORDER DATE: _____

Change Order Description: Rec Hall Modifications.
 Make following additions/deletions or modifications to work described in the Contract Documents:

| | Pay Item | Quantity Change | Unit | Unit Cost | Cost |
|-------------------------------------------|----------------------------------------------------|-----------------|------|-------------|---------------------|
| A-08 | Sodding and 4" Topsoil | 70 | SY | \$ 20.00 | \$ 1,400.00 |
| B-01 | 0"-16" Removing Stabilize Base & Asphalt Pavement | -135 | SY | \$ 14.50 | \$ (1,957.50) |
| B-02 | Removing Concrete (Curb & Gutter) | 115 | LF | \$ 18.00 | \$ 2,070.00 |
| B-03 | Removing Concrete (Sidewalks) | 87 | SY | \$ 35.00 | \$ 3,045.00 |
| C-01 | 3.5" HMAc (Ty-D) (PG 64-22) (115 LBS/SY/IN) | 55 | SY | \$ 39.50 | \$ 2,172.50 |
| C-03 | Concrete Curb & Gutter (Ty-II) | 130 | LF | \$ 45.00 | \$ 5,850.00 |
| E-01 | Concrete Curb (Ty-II) | 14 | LF | \$ 40.00 | \$ 560.00 |
| E-04 | 6" Driveways (Concrete) | -205 | SY | \$ 110.00 | \$ (22,550.00) |
| E-10 | Refl Pav Mrk Ty I and Ty II (Y) 4" (SLD) (100MIL) | 520 | LF | \$ 6.35 | \$ 3,302.00 |
| E-11 | Refl Pav Mrk Ty I and Ty II (W) 24" (SLD) (100MIL) | 90 | LF | \$ 19.00 | \$ 1,710.00 |
| J-09 | Curb Ramps | 1 | EA | \$ 3,450.00 | \$ 3,450.00 |
| J-10 | Concrete Sidewalks (4") | 98 | SY | \$ 81.00 | \$ 7,938.00 |
| Subtotal - Public Works Department | | | | | \$ 6,990.00 |
| NEW | Removing Pedestrian Rail | 14 | LF | \$ 17.32 | \$ 242.48 |
| NEW | Removing Concrete (Misc.) | 23 | CY | \$ 279.70 | \$ 6,433.10 |
| NEW | Concrete (Class C)(Misc.) | 40 | CY | \$ 1,290.67 | \$ 51,626.80 |
| Subtotal - Parks Department | | | | | \$ 58,302.38 |
| TOTAL COST: | | | | | \$ 65,292.38 |

The compensation agreed upon in this change order is full, complete and final payment for all costs the Contractor may incur as a result of or related to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other affect on changed or unchanged work as a result of this Change Order.

Contract Cost and/or Time Impacts:

| | |
|------------------------------------------------------|----------------|
| Original Contract Amount | \$5,964,423.94 |
| Previously Approved Change Orders Amount | -\$52,418.21 |
| Adjusted Contract Amount | \$5,912,005.73 |
| Proposed Change Order Amount (this change order) | \$65,292.38 |
| Revised Contract Amount | \$5,977,298.11 |
| Previous Contract Time | 529 |
| Previous Substantial Completion Date | 9-May-24 |
| Previous Final Completion Date | 9-May-24 |
| Proposed Change in Contract Time (this change order) | 0 |
| Revised Contract Time | 529 |
| Revised Substantial Completion Date | 9-May-24 |
| Revised Final Completion Date | 9-May-24 |

Recommended by:

Freese and Nichols, Inc.

By _____
Date

Approved by:

Jay Mills Contracting, Inc.

By _____
Date

Approved by:

City of Stephenville

By _____
Date

Public Works

STAFF REPORT

SUBJECT: Harbin Drive Improvements Project – Change Order
MEETING: Public Works Committee Meeting – 16 JAN 2024
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of Change Order Number 7 to the contract with Jay Mills Contracting, Inc. for the Harbin Drive Improvements Project for a total cost of \$48,718.75.

BACKGROUND:

On October 4, 2021, the City of Stephenville awarded the above referenced project to Jay Mills Contracting, Inc. for the Base Bid plus Bid Alternate #1, for concrete pavement, in the total amount of \$10,097,474.50.

The project includes the reconstruction of Harbin Drive from Washington Street to the Senator Robert J. Glasgow Loop (formerly Northwest Loop). The existing roadway is being reconstructed with concrete paving, curbs and gutters, and sidewalks. Storm drainage infrastructure is being installed and existing water and sewer lines are being replaced.

PROJECT:

Below are summaries of Change Orders #1-7.

- Change Order #1: \$24,970.79 (Approved)
 - Adjustments to reflect lowering an existing 12-inch waterline at Swan, instead of an 8-inch, as originally shown.
- Change Order #2: \$11,620.00 (Approved)
 - Realignment of approximately 560 feet of existing sanitary sewer through the cemetery due to a conflict with the regraded drainage channel alignment not originally identified during the design phase.
 - Overruns were applied to existing pay items in the amount of \$106,265.00 for a total change order impact of \$117,885.
- Change Order #3: \$534,397.50 (Approved)
 - Realignment of the storm drain and existing well line from Tarleton Street to Turner Street as requested by Tarleton State University (TSU) to accommodate construction of a Convocation Center.
- Change Order #4: \$54,395.00 (Approved)
 - Additional waterline replacement at Mimosa, Overhill, and Northwest Loop intersections not identified during design phase.
 - Overruns were applied to existing pay items in the amount of \$211,425.00 for a total change order impact of \$265,820.00.
- Change Order #5: \$32,187.00 (Approved)
 - Signalization: (- \$183,840.75)
 - Modifications to the traffic signal designs for the signal at Washington and at the signal at Northwest Loop were identified during TxDOT's final review which was completed after construction began.
 - Illumination: \$114,015.75
 - Addition of foundations, conduit, and pull boxes necessary to add street lighting in the medians along Harbin. Oncor to install poles and wiring.
 - Irrigation: \$102,012.00
 - Addition of conduit under pavement to allow for future irrigation line installation in the medians.
- Change Order #6: \$44,123.50 (Approved)
 - Adjustments that reflect the installation of concrete pavement with a monolithic curb (all one piece) instead of separate curb and gutter, resulting in a minor increase in the cost of additional concrete versus reduced labor and time for construction. Concrete paving within medians as identified in the construction plans.

- **Change Order #7: \$41,540.00 (Pending)**

- Installation of traffic signal controller and 4-signal head as identified in the construction plans. Subsurface utility investigation, additional conduit, and additional conductor lengths have been required due to existing conditions/conflicts found during construction. The proposed change order's primary cost (\$39,500 of the \$41,540) is for the Traffic Signal Controller, which was not included in the bid proposal schedule or addressed in the specifications, nor identified in the subsequent reviews by the design engineer.
 - Overruns were applied to existing pay items in the amount of \$7,178.75 for a total change order impact of \$48,718.75.

Additional Overruns: \$190,322

- Overruns to existing line items, in addition to those identified in the change order above, have been incorporated into the project including:
 - Removal and replacement of additional paving, curb and gutter, and sidewalk due the quantities identified for replacement in the plans and specifications being insufficient to perform the work.
 - Additional replacement and installation of water mains, service lines, and fire hydrants not originally identified during the design phase.
 - Field modifications due to existing conditions/conflicts found during construction.

FISCAL IMPACT SUMMARY:

Below are tabulations of project costs.

| | Total Amount | TSU Reimbursement | City Obligation |
|------------------------------------|----------------------|---------------------|---------------------|
| Original Contract | \$ 10,097,475 | \$ 1,400,000 | \$ 8,697,475 |
| TSU MOU No. 2 | | \$ 200,000 | |
| Approved Change Orders | \$ 701,694 | \$ 534,397 | \$ 167,297 |
| Pending Change Orders | \$ 41,540 | | \$ 41,540 |
| Revised Contract | \$ 10,840,709 | \$ 2,134,397 | \$ 8,706,311 |
| Change Order Overruns | \$ 324,869 | | \$ 324,869 |
| Additional Overruns | \$ 190,322 | \$ 26,054 | \$ 164,268 |
| Revised Total with Overruns | \$ 11,355,899 | \$ 2,160,451 | \$ 9,195,448 |

The below table shows a summary of project costs.

| Change Order | Change Order Amount | Amount Applied To Existing Pay Items | Total |
|-----------------------------|---------------------|--------------------------------------|---------------------|
| No. 1 (Approved) | \$ 24,971 | | \$ 24,971 |
| No. 2 (Approved) | \$ 11,620 | \$ 106,265 | \$ 117,885 |
| No. 3 (Approved) | TSU \$ 534,397 | | \$ 534,397 |
| No. 4 (Approved) | \$ 54,395 | \$ 211,425 | \$ 265,820 |
| No. 5 (Approved) | \$ 32,187 | | \$ 32,187 |
| No. 6 (Approved) | \$ 44,124 | | \$ 44,124 |
| Approved CO Subtotal | \$ 701,694 | | \$ 1,019,384 |
| No. 7 (Pending) | \$ 41,540 | \$ 7,179 | \$ 48,719 |
| Pending CO Subtotal | \$ 41,540 | \$ 7,179 | \$ 48,719 |
| Additional Overruns | | \$ 190,322 | \$ 190,322 |
| Total | \$ 743,234 | \$ 515,191 | \$ 1,258,425 |

TSU agreed to cover university project costs of \$1.4 million, per Amendment #1 to the Memorandum of Understanding (MOU) executed 1/2/2022. The cost of Change Order #3, in the amount of \$534,397, plus \$200,000 for the original scope of work and \$50,000 in contingency, was authorized for reimbursement by TSU in a MOU Number 2 executed 1/3/2023.

The addition of the approved and pending change order amounts as well as the cost overruns to the original contract amount of \$10,097,475 yields a total contract amount of \$11,355,899 comprised of TSU's obligation of \$2,160,451 and the city's obligation of \$9,195,448. Original project funding was appropriated with \$8.5 million in FY21-22 bond proceeds. An additional \$807,000 was allocated from the FY21-22 and FY22-23 Annual Street Maintenance Programs to provide \$9.3 million to cover the cost of overruns for the project.

The \$9.3 million currently allocated for the city's portion of the project leaves a positive balance of approximately \$104,552 to address any additional unknowns encountered in the project.

Staff is also exploring options to incorporate brick patterns in the medians.

It is recommended that Change Order Number 7 be approved for a revised total contact amount of \$11,355,899.

ATTACHMENTS:

[Change Order #7](#)

| | | | |
|-------------|-----------------------------|--------------|----------|
| PROJECT: | Harbin Drive Improvements | | |
| OWNER: | City of Stephenville | OWNER PROJ # | ITB 3299 |
| CONTRACTOR: | Jay Mills Contracting, Inc. | CONTRACTOR # | 9377 |
| ENGINEER: | Freese and Nichols, Inc. | ENG. PROJ. # | STE19752 |

CHANGE ORDER NO. **7** CHANGE ORDER DATE:

Change Order Description: Additional traffic signal revisions based on field conditions and oversights during design.
 Make following additions/deletions or modifications to work described in the Contract Documents:

| | Pay Item | Quantity Change | Unit | Unit Cost | Applied to Pay App | Cost |
|---------------------------------------|---------------------------------------------------------|-----------------|------|--------------|--------------------|--------------------|
| G-03 | Conduit (PVC)(SCH 40)(4")(Bore) | 50 | LF | \$ 62.00 | \$ 3,100.00 | |
| G-09 | Vehicle Signal Section LED (12")(Green Arrow) | 1 | EA | \$ 810.00 | \$ 810.00 | |
| G-11 | Vehicle Signal Section LED (12")(Red Arrow) | 1 | EA | \$ 810.00 | \$ 810.00 | |
| G-13 | Vehicle Signal Section LED (12")(Yellow Arrow) | 2 | EA | \$ 810.00 | \$ 1,620.00 | |
| G-18 | Signal Cable (TY-A, 14 AWG)(2 CNDR) | 35 | LF | \$ 3.25 | \$ 113.75 | |
| G-20 | Signal Cable (TY-A, 14 AWG)(16 CNDR) | 50 | LF | \$ 6.50 | \$ 325.00 | |
| CO-05 | Backplates (12")(4 SEC)(Refl Border)(Vented)(Aluminum) | 1 | EA | \$ 400.00 | \$ 400.00 | |
| NEW | Furnish/Install Traffic Signal Controller | 1 | EA | \$ 39,500.00 | | \$ 39,500.00 |
| NEW | Subsurface Utility Investigation for Signal | 1 | LS | \$ 2,040.00 | | \$ 2,040.00 |
| TOTAL COST APPLIED TO PAY APP: | | | | | \$ 7,178.75 | |
| TOTAL COST CHANGE ORDER 7: | | | | | | \$41,540.00 |

The compensation agreed to upon in this change order is full, complete and final payment for all costs the Contractor may incur as a result of or related to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other affect on changed or unchanged work as a result of this Change Order.

Contract Cost and/or Time Impacts:

| | |
|------------------------------------------------------|-----------------|
| Original Contract Amount | \$10,097,474.50 |
| Previously Approved Change Order Amount | \$701,693.79 |
| Adjusted Contract Amount | \$10,799,168.29 |
| Proposed Change Order Amount (this change order) | \$41,540.00 |
| Revised Contract Amount | \$10,840,708.29 |
| Previous Contract Time | 660 |
| Previous Substantial Completion Date | 10-Nov-23 |
| Previous Final Completion Date | 9-Jan-24 |
| Proposed Change in Contract Time (this change order) | |
| Revised Contract Time | 660 |
| Revised Substantial Completion Date | 10-Nov-23 |
| Revised Final Completion Date | 9-Jan-24 |

Recommended by:

FREESE AND NICHOLS, INC.

By _____ Date _____

Approved by:

Jay Mills Contracting, Inc.

By _____ Date _____

Approved by:

City of Stephenville

By _____ Date _____

STAFF REPORT



SUBJECT: Consider Mixed Use Zoning Strategies
MEETING: Development Services Committee Meeting
DEPARTMENT: Development Services
STAFF CONTACT: Steve Killen, Director of Development Services

BACKGROUND:

The Committee will consider mechanisms to attract retail and housing development in response to recent trends and continued growth projections.