



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, November 17, 2020 at 5:30 PM

AGENDA

PUBLIC WORKS COMMITTEE

Alan Nix, Chair; Brandon Huckabee, Mark McClinton, Nick Robinson

1. Call to Order
- [2.](#) Solid Waste Franchise Agreement – Rate Adjustment Request
- [3.](#) Design Servicews for Airport Pump Station, Ground Storage Tank, Transmission Pipeline Design
- [4.](#) Eastside Sewer Lift Station - Final Acceptance
5. Adjourn

TOURISM AND VISITORS BUREAU COMMITTEE

Justin Haschke, Chair; Gerald Cook, Alan Nix, Brady Pendleton

6. Call to Order
- [7.](#) Short Term Rental Units and Hotel Occupancy Tax
8. Adjourn

DEVELOPMENT SERVICES COMMITTEE

Brandon Huckabee, Chair; Gerald Cook, Mark McClinton, Ricky Thurman

9. Call to Order
- [10.](#) Discuss Subdivision Waiver Process
11. 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.

Notice is hereby given that members of the Stephenville City Council may participate in this meeting via teleconference or videoconference as allowed by Governor's Order due to the COVID-19 pandemic. As allowed by this Order, a quorum may not be present in a physical location.

Pursuant to Section 418.108(g) of the Texas Government Code, a Declaration of Local Disaster issued on April 22, 2020, and in the interest of public health, the city has exercised its right to limit ingress and egress in public buildings. As such, the public will be allowed into city facilities to attend the meeting on a limited basis.

The meeting is available for viewing via livestream on the City's Facebook Page (City of Stephenville – City Hall).

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: Solid Waste Franchise Agreement – Rate Adjustment Request

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed rate adjustment with Waste Connections, Inc. for the collection, hauling, and disposal of municipal solid waste and construction and demolition waste in accordance with the existing exclusive franchise agreement.

BACKGROUND:

The City of Stephenville entered into an exclusive franchise agreement with IESI, TX Corporation in January of 2005. In 2012, the corporation changed names to Progressive Waste Solutions of TX, Inc. In 2016, Progressive was acquired by Waste Connections Lonestar, Inc.

The exclusive franchise agreement was most recently updated and approved in September of 2018 extending the term to December 31, 2023. There were no rate increases from 2015 through 2019. The rate increased by 1.33% in 2020.

PROPOSAL:

Attached is a copy of the rate adjustment request letter received from Waste Connections dated September 25, 2020. Attached is a copy of the proposed amendment. A copy of the existing agreement is also attached. Waste Connections has requested the new rates, if approved, become effective on January 1, 2021.

FISCAL IMPACT SUMMARY:

The requested CPI adjustment yields a 1.09 percent increase to the existing rate. The residential and commercial polycart rates would increase \$0.13 and \$0.21 per month respectively.

The franchise agreement allows for the adjustment of rates. An excerpt from the agreement is included below:

"SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 8 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The following website (or any successor website) will be the source for such information:

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0. The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City."

ALTERNATIVES:

The following alternatives are provided for council consideration:

1. Do not approve the request as presented;
2. Recommend an alternative calculation methodology to be included in the contract.

ATTACHMENTS:

[Supporting documentation for CPI-U calculation](#)

[2020 11-17 Exclusive Franchise Agreement – Transmittal and Amendment No. 4](#)

[2018 09-04 Solid Waste Franchise Agreement](#)

Supporting documentation:

CPI for All Urban Consumers (CPI-U)

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2010	210.056	210.020	211.216	211.528	211.423	211.232	210.988	211.308	211.775	212.026	211.996	212.488	211.338
2011	213.589	214.735	217.214	218.820	219.820	219.318	219.682	220.471	220.371	219.969	219.961	219.469	218.618
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.747
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193				

August 2020 = 249.639

August 2019 = 246.953

$$\Delta = [(249.639 - 246.953) / 246.953] = \underline{1.09\%} \checkmark$$

Roll Out Containers	$\Delta 1.09\%$
---------------------	-----------------

CURRENT RATES / MONTH		PROPOSED RATES / MONTH		$\Delta \$ \uparrow$
Residential Polycart	\$11.73	Residential Polycart	\$11.86	\$0.13
Residential Extra Polycart	\$5.87	Residential Extra Polycart	\$5.93	\$0.06
Commercial Polycart	\$19.05	Commercial Polycart	\$19.26	\$0.21
Commercial Extra Polycart	\$9.74	Commercial Extra Polycart	\$9.84	\$0.10

Open Top Roll Off Containers	$\Delta 1.09\%$
------------------------------	-----------------

CURRENT RATES / MONTH		PROPOSED RATES / MONTH		$\Delta \$ \uparrow$
Haul Fee	\$206.02	Haul Fee	\$208.26	\$2.24
Disposal Fee per ton	\$60.00	Disposal Fee per ton	\$60.00	\$0.00
Delivery and Exchange	\$120.53	Delivery and Exchange	\$121.84	\$1.31
Daily Container Rental	\$5.66	Daily Container Rental	\$5.73	\$0.07



WASTE CONNECTIONS
LONE STAR, INC.
Connect with the Future

September 25, 2020

Attn: City Administrator
City of Stephenville
298 W Washington St.
Stephenville, TX 76401

Dear City Administrator

Waste Connections appreciates the opportunity servicing the City of Stephenville this past year. We have made every effort to ensure that you receive great customer service with affordable rates.

As per our agreement, we must request from the City of Stephenville the annual Consumer Price Index (CPI) rate adjustment called for in our agreement. The percentage of the increase calculated by the mechanism within our agreement equals a 1.09% increase to your rates. I have enclosed the CPI information as well as a sheet with the revised rates for the services we provide. We request that these new rates for services rendered become effective January 1, 2021.

Waste Connections is committed to maintaining the highest quality of service to the City of Stephenville. We would like to take this opportunity to thank the City staff, business community and residents for your continued patronage.

Respectfully,

Sean Dowden
District Manager
Waste Connections Lone Star, INC.

**CPI for All Urban Consumers (CPI-U)
Original Data Value**

Series Id: CUUR0300SA0, CUUS0300SA0

Not Seasonally Adjusted

Series Title: All items in South urban, all urban consumers, not

Area: South

Item: All items

Base Period: 1982-84=100

Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	210.056	210.020	211.216	211.528	211.423	211.232	210.988	211.308	211.775	212.026	211.996	212.488	211.338	210.913	211.764
2011	213.589	214.735	217.214	218.820	219.820	219.318	219.682	220.471	220.371	219.969	219.961	219.469	218.618	217.249	219.987
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639						247.288	

2.686 1.09%

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The following website (or any successor website) will be the source for such information: http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0.C.UUS0300SA0. The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

City of Stephenville Solid Waste Pricing Comparison

Residential Adjustment	1.09%
Commercial Adjustment	1.09%
Roll Off Adjustment	1.09%

Current Pricing Schedule

Commercial	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	Locks	Extra Pickups
Size / Pickup	\$ 66.78	\$ 112.24	\$ 157.70	\$ -	\$ -	\$ -	\$ 10.13	\$ 42.13
2 Cu Yd	\$ 91.22	\$ 122.29	\$ 186.48	\$ 245.09	\$ 303.68	\$ -	\$ 10.13	\$ 49.91
3 Cu Yd	\$ 100.07	\$ 143.82	\$ 253.07	\$ 340.98	\$ 428.89	\$ 516.78	\$ 10.13	\$ 56.82
4 Cu Yd	\$ 118.59	\$ 179.36	\$ 313.00	\$ 419.56	\$ 528.13	\$ 634.23	\$ 10.13	\$ 70.65
6 Cu Yd	\$ 134.03	\$ 245.41	\$ 364.54	\$ 486.78	\$ 612.73	\$ 736.84	\$ 10.13	\$ 84.91

Open Top Roll Off Container Rates	Residential Polycart
Haul Fee	\$ 206.02
Disposal Fee per ton	\$ 60.00
Delivery and Exchange	\$ 120.53
Daily Container Rental	\$ 5.66

Open Top Roll Off Container Rates	Residential Polycart
Haul Fee	\$ 208.26
Disposal Fee per ton	\$ 60.00
Delivery and Exchange	\$ 121.84
Daily Container Rental	\$ 5.73

Proposed Pricing Schedule (effective January 1, 2021)

Commercial	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	Locks	Extra Pickups
Size / Pickup	\$ 67.51	\$ 113.46	\$ 159.41				\$ 10.24	\$ 42.59
2 Cu Yd	\$ 92.21	\$ 123.62	\$ 188.50	\$ 247.75	\$ 306.98		\$ 10.24	\$ 50.45
3 Cu Yd	\$ 101.16	\$ 145.39	\$ 255.82	\$ 344.69	\$ 433.55	\$ 522.41	\$ 10.24	\$ 57.44
4 Cu Yd	\$ 119.88	\$ 181.31	\$ 316.41	\$ 424.13	\$ 531.85	\$ 641.13	\$ 10.24	\$ 71.42
6 Cu Yd	\$ 135.49	\$ 248.08	\$ 368.51	\$ 492.07	\$ 619.39	\$ 744.86	\$ 10.24	\$ 85.23

Open Top Roll Off Container Rates	Residential Polycart
Haul Fee	\$ 208.26
Disposal Fee per ton	\$ 60.00
Delivery and Exchange	\$ 121.84
Daily Container Rental	\$ 5.73

Open Top Roll Off Container Rates	Residential Polycart
Haul Fee	\$ 208.26
Disposal Fee per ton	\$ 60.00
Delivery and Exchange	\$ 121.84
Daily Container Rental	\$ 5.73

CPI calculation for Hauling Portion		CPI calculation for Hauling Portion	
August 2020	245.639	August 2019	246.953
August 2019	246.953	Difference	246.953 - 245.639 =
Difference	2.686		1.09%

--

**FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTOINS, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND
CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

This Fourth Amendment to the Exclusive Franchise Agreement for the Collections, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Stephenville, Texas (the "Amendment") is entered into this ____ day of _____, 2020, by and between Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas (the "Service Provider") and the City of Stephenville, Texas (the "City"). Service Provider and the City are each individually referred to herein as a "Party" and collectively as the "Parties". Any capitalized terms not otherwise defined herein shall be given the meaning ascribed to them within the Agreement (as defined below).

RECITALS:

WHEREAS, the City and the Service Provider entered into an Exclusive Franchise Agreement dated January 1, 2014 followed by a First Amendment dated January 6, 2015, a Second Amendment dated September 4, 2018 adjusting rates and extending the term to December 31, 2023, and a Third Amendment dated December 3, 2019 adjusting the rates (as amended, the "Agreement") to provide collection, hauling, and disposal services for Municipal Solid Waste and Construction Waste within the City (as such terms are defined in the Agreement); and

WHEREAS, the City and the Service Provider mutually desire to amend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Rates and Fees. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the twice weekly collection Services provided to Single Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$11.86 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$5.93 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units located within the City's corporate limits and billed by the City for water and/or sewer services.

B. Commercial Hand Collect Unit Services. For the twice weekly collection Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge (i) \$19.26 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$9.84 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the he City for water and/or sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the as needed/requested Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilizing the following rates:

COMMERCIAL MONTHLY RATE SCHEDULE

Collections Per Week

Size / Pickup	1 x Week	2x Week	3x Week	4x Week	5x Week	6 x Week	Extra Pickups
2 Cu Yd	\$ 66.78	\$ 112.24	\$ 157.70	\$ -	\$ -	\$ -	\$ 42.13
3 Cu Yd	\$ 91.22	\$ 122.29	\$ 186.48	\$ 245.09	\$ 303.68	\$ -	\$ 49.91
4 Cu Yd	\$ 100.07	\$ 143.82	\$ 253.07	\$ 340.98	\$ 428.89	\$ 516.78	\$ 56.82
6 Cu Yd	\$ 118.59	\$ 179.36	\$ 313.00	\$ 419.56	\$ 526.13	\$ 634.23	\$ 70.65
8 Cu Yd	\$ 134.03	\$ 245.41	\$ 364.54	\$ 486.78	\$ 612.73	\$ 736.84	\$ 84.31

Roll Out Containers

Residential Polycart	\$ 11.86
Residential Extra Polycart	\$ 5.93
Commercial Polycart	\$ 19.26
Commercial Extra Polycart	\$ 9.84

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units located within the City's corporate limits or billed by the City for water and/or sewer services.

Open Top Roll Off Containers

Haul Fee	\$ 208.26
Disposal Fee per ton	\$ 60.00
Delivery and Exchange	\$ 121.84
Daily Container Rental	\$ 5.73

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.D. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.D.

1. Reaffirmation. The parties hereby restate and reaffirm their agreement with all the terms and provisions of the Agreement, as amended hereby.
2. Entire Agreement. The Agreement and this Amendment represent the entire agreement among the parties with respect to the matters that are the subject hereof.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Fourth Amendment between the parties hereto, and it shall not be necessary for the proof of this Fourth Amendment that any party produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment as of the date first written above.

CITY OF STEPHENVILLE, TEXAS

PROGRESSIVE WASTE SOLUTIONS OF TX, INC. D/B/A
WC OF TEXAS

By: _____
Doug Svien

By: _____
Greg Brown

Title: Honorable Mayor

Title: Division Vice President

ATTEST:

By: _____
Staci L. King

Title: City Secretary

SUBJECT: Airport Pump Station, Ground Storage Tank, Transmission Pipeline Design
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends entering into a professional services agreement with Provenance Engineering for the phase one final design services for the Airport Pump Station, 1MG Ground Storage Tank, and the 536 Well Field Transmission Pipeline.

BACKGROUND:

The existing 750,000-gallon Paddock Ground Storage Tank, originally constructed in 1923, was evaluated and showed signs of structural failure. Decommissioning of the Paddock Tank is recommended in the master plan with a replacement tank installed at the Airport Pump Station in preparation for development of the 536 Well Field. The improvements provide the long-term solution, include a new pump station, and increase storage capacity by 33 percent.

PROPOSAL:

Attached to this report is a professional services proposal from Provenance Engineering to provide plans, detailed technical specifications for the pump station and one million gallon ground storage tank located at the existing Airport Pump Station. The proposal also provides for the design of the 16-inch diameter raw water transmission pipeline for the 536 Well Field.

The proposal provides the design services for the mechanical, electrical, chemical feed, piping, and instrumentation for the pump station. The proposal also provides for the design and geotechnical analysis of the one million gallon, cast-in-place, concrete ground storage tank. Additionally, the proposal includes the alignment, materials, and connection designs for the 16-inch diameter raw water transmission pipeline for the 536 Well Field.

The proposal indicates the phase one Design Services will be complete on an 8-month timeline.

The proposal also provides budgetary cost and time estimates for the later bidding and construction phase services. Bidding and construction phase services may be approved in writing only through council authorization.

FISCAL IMPACT SUMMARY:

The agreement provides phase one services for the preparation of construction drawings and detailed specifications for \$278,500.

The approved FY 2020-2021 budget allocated \$200,000 for the professional services for the design of the pump station and ground storage tank. The approved budget also allocated \$78,500 for the design of the transmission pipeline.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Delay the design of the transmission pipeline.
2. Recommend a different firm or firms.

ADVANTAGES:

Approval of the proposed agreement remains within the approved project budgets.

DISADVANTAGES:

There are no known disadvantages to proceeding as described above.

ATTACHMENTS:

[Airport PS GST Pipeline – Professional Services Agreement](#)



November 11, 2020

Mr. Nick Williams
City of Stephenville
298 W. Washington St.
Stephenville, TX 76401

Subject: Airport Pump Station Expansion – Contract Proposal

Dear Mr. Williams:

I am pleased to present our proposal for the Airport Pump Station Expansion. I have prepared this proposal for your review and consideration based upon our discussions. Please find the attached items for your review and comment.

- Contract Agreement
- Exhibit A – Engineering Services Scope of Service
- Exhibit B – Fee Summary
- Exhibit C – Raw Water Transmission Pipeline Figure

I am excited about and honored with the opportunity to continue to work with you and your staff. Should you have questions or concerns regarding the proposal please feel free to contact me at (817) 694-6324.

Sincerely,

Kent Riker, P.E.
President



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 1, 2020 (“Effective Date”) between City of Stephenville (“Owner”) and Provenance Engineering, LLC. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Airport Pump Station Expansion (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Design, Bid and Construction Phase Services of the expansion of the Airport Pump Station including a new 1.0MG ground storage tank, new pump station for both new and existing ground storage tank and 7,500 feet of new raw water pipeline. (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: 21 months including design, bidding, and construction. Design will be completed within 8 months.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition, Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and agrees to pay the undisputed portion.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of \$278,500.00 unless prior OWNER approval in writing.
 - a. Payments to be made by Owner based on work progression.
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: NONE
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I. The Owner anticipates lead-based paint may be present and therefore shall not be consider a Constituent of Concern.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$40,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Liquidated Damages - Failure to meet the time lines for completion of work identified in (the project schedule - or other appropriate language) will result in liquidated damages of \$50.00 per consecutive calendar day until the work identified in "Exhibit A" - Scope of Services is submitted. Liquidated damages are only applicable to items under the control of ENGINEER and will not be enforced due to circumstances out of the control of ENGINEER.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- Attachments:*
- “Exhibit A”, Engineer’s Scope of Services
 - “Exhibit B”, Fee Summary
 - “Exhibit C”, Raw Water Pipeline Map



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Stephenville

Engineer Provenance Engineering, LLC.

By: _____

By: _____

Print name: Doug Svien

Print name: Kent W. Riker, P.E.

Title: Honorable Mayor

Title: President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No.: 20783

State of: Texas

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Stephenville
298 W Washington Street
Stephenville, Texas 76401
254.918.1223

Provenance Engineering, LLC.
401 Russell Lane
Weatherford, Texas 76087
817.775.7172

IN DUPLICATE



Project Description

The following scope of SERVICES clarifies and describes the SERVICES and associated project tasks to be performed and completed by the ENGINEER. SERVICES under this “EXHIBIT A” includes engineering services associated with the Airport Pump Station Expansion Project. The OWNER desires to increase the water storage and pumping capacity of the Airport Pump Station. The existing Airport High Service Pump Station includes two high service pumps and a 1 Million Gallon concrete ground storage tank, and water transmission and site piping. The project will include:

Basic Services – Preliminary Design, Detail Design, Final Design, Bidding Services, and Construction Services for the following:

- New High Service Pump Station
 - Mechanical – New High Service Pump Station (HSPS)
 - Site Civil – new yard piping, isolation valves and flow meter
 - Electrical – backup generator for RWPS and site lighting
 - Instrumentation & Control – pump control instruments, flow metering and valve control
 - Process – Chlorine Injection system
- New Ground Storage Tank
 - 1 Million Gallon pre-stressed concrete ground storage tank
- New raw water transmission pipeline
 - Approximately 7,500 linear feet of 16-inch raw water line

Basic Services

Upon receipt of notice to proceed, the ENGINEER will begin Basic Services as outlined herein. The scope of SERVICES includes the development of a detailed drawings set, front-end documents and technical specifications for the OWNER to bid the designed improvements.

The Basic Scope of SERVICES is separated into the following phases:

- **Phase 1 Design Services**
- **Phase 2 Bidding Services**
- **Phase 3 Construction Services**

Listed below is a specific description to be performed as part of the project.

Phase 1 Design Services

\$217,500.00

As part of the Design Services Phase, the ENGINEER will design airport pump station improvements. Key aspects of Phase 1 are listed below.

- Deliverables: Kick-off meeting agenda and minutes
Monthly project status reports
Detail Design Submittal
Final Design Submittal



- Meetings: Kick-off meeting and site tour of existing facilities
Monthly Conference Calls
Detail Design Submittal Review
Final Design Submittal Review

Design services will generally include the followings tasks and sub-tasks:

Task 1.100 – Project Management

The ENGINEER will manage the day-to-day progress of the project.

101. Project Setup –The ENGINEER will follow quality procedures to setup the project reporting and control structure internally.

1.110. Communication with OWNER – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon in the Kick-off Meeting.

111. Standing Conference Call –The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

112. Invoice Management – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

1.120. Progress Management – During the course of the project, ENGINEER will manage the day-to-day progress of the project. The ENGINEER will track the scope, schedule, and budget regularly. The ENGINEER will perform the following sub-tasks.

121. Documentation – Develop document management protocols for processing and documenting design drawings, calculations, OWNER decisions, and communication.

122. Project Status Report – Develop a project status report highlighting current scope and schedule progress; identifying potential changes to the scope of services; invoice status; on-going list of outstanding issues; decision log; and action item log.

1.130. Kick-off Meeting – Conduct a project kick-off meeting with OWNER to review the project scope of services and schedule, define lines of communication and protocols, review deliverables, and develop success factors for completing the project. The ENGINEER will conduct site investigation tour of the OWNER’s facilities with the OWNER’s staff.

1.140. Quality Assurance / Quality Control (QA/QC) – – The Engineer will follow internal QA/QC processes throughout the project. These processes include internal checking of calculations, review of documents, and checking of submittals. Deliverables will be submitted internally for Engineer’s QA/QC Review by a senior level Engineer(s) and construction specialist(s) who is not directly involved with the design of the project.



Task 1.200 – Preliminary Design

1.210. Data Gathering – The ENGINEER will collect, and review data required for the analysis from the OWNER and other agencies. The data gathering will include, at a minimum, the following:

- All facility record drawings related to infrastructure improvements within the project area for completed improvement projects, as well as any roadway, water, sanitary, sewer or storm water improvements pertinent to the project.
- OWNER’s existing GIS data including: plats, tract maps, or right-of-way maps and easements; utility maps (water, sanitary sewer, storm sewer); contour maps (if required, ENGINEER will augment OWNER contour data with 1-ft. LIDAR contour data from TNRIS); and high-resolution aerial photography.
- Projects in progress – OWNER will help identify and assist ENGINEER to coordinate with other proposed projects within project area currently under design or construction.

1.220. Options Evaluation – Analyze multiple options and present viable alternatives in a concise technical memorandum to the OWNER. The ENGINEER will do the following sub-tasks.

221. New Ground Storage Tank Location – Two options will be evaluated and analyzed, and a recommendation will be made to the OWNER.

222. New Pump Station Location – Two options will be evaluated and analyzed, and a recommendation will be made to the OWNER.

223. Raw Water Pipeline Route – Alignment verification of raw water transmission lines. Confirmation of the pipe diameter size.

1.240. Geotechnical Analysis

242. High Service Pump Station – The ENGINEER will perform a geotechnical analysis of the proposed High Service Pump Station area. The geotechnical analysis will include the following:

- Subsurface exploration including up to two (2) sample bores at the pump station structure area to a depth of 30-ft.
- Laboratory tests for classification purposes and strength characteristics.
- Engineering services that address soil and groundwater conditions for proposed pump station foundation/building.
- Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.

1.260. Survey – The ENGINEER will perform a design level survey. The survey will include the following:

- 50-foot wide along the proposed pipeline route at the locations specified on “Exhibit C”.



- Locate visible topographic features such as marked and existing utilities and their appurtenances, iron pins (if found), edge of pavement, structures and fences.
- Establish control points along the route including up to two (2) permanent control points.

1.270. Right-of-Way/Easement Services

271. Right-of-Way Research – The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by OWNER.

272. Right-of-Way/Easement Preparation and Submittal – The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.

Assumptions:

- Two (2) temporary construction easements
- Easement preparation will begin after approval by the Owner
 - Any associated costs of procuring easements is not included with this task.

Task 1.300 – Detailed Design

The detailed design includes tasks necessary to design the modifications and improvements as outlined in the preliminary design to the 60% level of detail. The design will incorporate the following disciplines: civil, geotechnical, electrical, instrumentation and control. The detailed design process will be conducted in the following tasks.

1.310. Drawings – The ENGINEER will develop design and details drawings to the 60% level of detail. The ENGINEER will perform the following sub-tasks.

311. Suction Pipeline – Develop plan, profile, and detail drawings for the suction pipeline from each ground storage tank.

312. High Service Pump Station – Develop plans and sections for the high service pump station including develop plans and detail drawings for the chemical injection.

313. High Service Pump Station Site Improvements – Develop plans and detail drawings for the entry road to the pump station, parking, repurposed outfall structure and site of the high service pump station.

314. Raw Water Transmission Pipeline – Develop plan, profile, and details drawings for the new raw water transmission pipeline.

315. 1.0MG Concrete Ground Storage Tank – Develop plans and sections for the new 1.0MG ground storage tank.

316. Modifications to Existing 1.0MG Ground Storage Tank – Develop plan, section and details of the modifications to the existing tank to include, but not limited to, new suction connection.



317.Submittal – The ENGINEER will deliver three (3) sets of half-size Detail Design Drawings and one (1) electronic set to the OWNER for review and comment.

1.320. Specifications – The ENGINEER will prepare detail specifications for use in bidding and constructing the project. The ENGINEER will do the following sub-tasks.

321.Technical Specifications – Develop detailed equipment, materials and all other specification sections generally considered to be necessary for detailing the construction of the project.

322.Submittal – The ENGINEER will submit **three (3)** sets of the Specifications and one (1) electronic set to the OWNER for review and comment.

1.330. Opinion of Probable Cost –The ENGINEER will prepare an opinion of probable cost for the project based upon the complete detail design documents.

1.340. Detail Design Submittal Review Meeting – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the Detail Design Submittal, an approximate 60-percent level of design.

Task 1.400 – Final Design

The final design includes those tasks necessary to finalize the design outlined in the Detailed Design Submittal. The final design will incorporate the following disciplines: civil, process mechanical, electrical, instrumentation and control. The final design process will be conducted in the following tasks.

1.410. Drawings – The ENGINEER will revise design and detail drawings based on comments from the Review Meeting. The ENGINEER will perform the following sub-tasks.

411.Revise Drawings – Revise drawings based on the comments from the OWNER.

412.Details – Develop project details to include in drawing set.

413.Submittal – Submit **three (3)** sets of half-size Final Design Drawings and one (1) electronic set to the OWNER for review and comment.

1.420. Specifications – The ENGINEER will revise and prepare specifications for use in bidding and constructing the project. The ENGINEER will perform the following sub-tasks.

421.Front End Documents – Include the Engineer’s standard General Conditions section of specifications and modify as necessary in Supplementary Conditions for the project. Documents shall include General and Special Conditions, Bid Proposal Forms, Instructions to Bidders, and all other sections generally considered to be necessary for solicitation of bids.



422. Technical Specifications – Revise equipment, materials and other specifications.

423. Bid Tab – Include equipment and material quantities in bid tab.

424. Submittal – Submit **three (3)** sets of the Specifications and one (1) electronic set to the OWNER for review and comment.

1.430. Opinion of Probable Cost –The ENGINEER will prepare an opinion of probable cost for the project based upon the complete final design documents.

1.440. Final Design Submittal Review Meeting – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the Final Design Submittal, an approximate 100-percent level of design.

Task 1.500 – Permitting

1.510. TCEQ Regulatory Compliance – The ENGINEER will coordinate with the TCEQ for required regulatory compliance.

511. Preliminary Design – Submit letter and Preliminary drawings to the TCEQ at the preliminary design phase on behalf of the OWNER. Respond to requests for additional information from TCEQ.

512. Submit Drawings and Specifications – Submit final design drawings and technical specifications to the TCEQ on behalf of the OWNER. Respond to requests for additional information from TCEQ.

513. Modifications to Design – If required, update plans and specifications with any modifications requested by TCEQ prior to bidding.

Phase 2 Bidding Services

Estimated \$22,500.00

*Phase 2 will commence only upon written authorization from the Owner. Phase 2 services are estimated at \$22,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

The Bidding Phase services will include those tasks necessary to advertise, bid, and provide a recommendation of award of Construction Contract. Key aspects of Phase 2 are listed below.

- Deliverables: Project Advertisement
Bid Documents
Answer Bidder Questions
Addenda (if necessary)
Contractor Award Recommendation Letter
Conform to Bid Documents
- Meetings: Pre-Bid meeting
Bid Opening

Specific tasks to be performed for the Bidding Phase are listed below.



Task 2.100 – Project Management

2.110. Communication with OWNER – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon.

111. Standing Conference Call – The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

112. Invoice Management – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

2.120. Progress Management – The ENGINEER will monitor the overall progress of Phase 2 services. The ENGINEER will do the following sub-tasks.

121. Documentation – Route Contracts for Execution and insertion into Conformed to Bid Documents. Document bid documents and communication.

122. Project Status Report – Develop a project status report highlighting current progress; distribution log; list of outstanding issues; and action item log.

Task 2.200 – Contract Documents Bid Set

2.210. Seal and Sign – The ENGINEER will incorporate the comments for the 100-percent review meeting. The ENGINEER will seal and sign the completed set of documents.

2.220. Project Advertisement – The ENGINEER will coordinate with city staff, create, and send bid advertisement to OWNER’s Purchasing Department. The ENGINEER will contact Contractors to help advertise the project.

2.230. Contract Documents Distribution – The ENGINEER will reproduce and distribute contract bid documents to prospective bidders and vendors and maintain a log of distribution. The ENGINEER will charge bidders and vendors a fee for Contract Documents. The ENGINEER will provide two (2) sets of half-size drawings and specifications for the OWNER.

2.240. Clarifications to Prospective Bidders – The ENGINEER will provide clarifications and answer questions from prospective bidders made during the bidding phase. Two (2) rounds of written clarifications and responses to questions will be distributed to perspective bidders.

2.250. Addenda – Modification(s), if necessary, to the Contract Bid Documents will be distributed to perspective bidders via addenda.

2.260. Conform to Bid Documents – Once the OWNER has accepted a bid, the ENGINEER will conform the Bid Documents to include all addenda issued to form the Conform to Bid set of Contract Documents. The ENGINEER will provide up to six (6) sets of half-size drawings and specifications, as well as an electronic set, for OWNER’s use.



Task 2.300 – Meeting

2.310. Pre-Bid Meeting – The ENGINEER will conduct one (1) pre-bid meeting. The pre-bid meeting will include a project overview presentation at a location designated by the OWNER and project site visit led by the ENGINEER with prospective bidders.

2.320. Bid Opening Meeting – The ENGINEER will attend the bid opening announcement led by the OWNER followed by a meeting to discuss the results.

Task 2.400 – Evaluation of Bid Packets

2.410. Bidding Log – The ENGINEER will review all submitted bids for compliance with Contract Documents and provide OWNER a log of all valid bidders.

2.420. Review Bids – The ENGINEER will review valid submitted bids and verify apparent low bidder’s references. The ENGINEER will make recommendations for contract award based upon ‘best value’ for the OWNER.

Phase 3 Construction Services

Estimated \$38,500.00

*Phase 3 will commence only upon written authorization from the Owner. Phase 3 services are estimated at \$38,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

The Construction services will include those tasks necessary to represent the OWNER during the project construction. Key aspects of Phase 3 are listed below.

- Deliverables: Construction meeting minutes
Contractor Payment Application recommendations
Shop drawing responses
Request for Information responses
Change Order recommendations, if required
Field Order(s), if required
Record Drawings
- Meetings: Construction Kickoff Meeting
Construction progress meetings
Equipment start-up and training
Substantial completion inspection
Final completion inspection

During the Construction Phase, the following tasks will be provided.



Task 3.100 – Project Management

3.110. Communication with OWNER – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon.

111. Standing Conference Call – The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

112. Invoice Management – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

3.120. Progress Management – The ENGINEER will monitor the overall progress of Phase 3 services including tracking the scope, schedule, and budget regularly. The ENGINEER will perform the following sub-tasks.

121. Documentation – Develop document management protocols for processing and documenting submittals, shop drawings, requests for information, operation and maintenance manuals, pay applications, field orders, change orders and as-built drawings.

122. Project Status Report – Develop a project status report highlighting key issues; identifying potential changes to the scope of SERVICES; invoice status; active submittal(s) and log; active RFI(s) status and log; CMR status and log; list of outstanding issues; decision log; and action item log.

Task 3.200 – Submittals

3.310. Submittal Management – The ENGINEER will use Project Mates platform to log-in, track, and distribute submittals internally and provide review comments to Contractor and OWNER. It is assumed an average of no more than two (2) resubmittals will be required.

3.320. Construction Execution Plan – The ENGINEER will review the Contractor’s execution plan and provide comments. The plan will be measured against the Contractors actual progress results.

3.330. Shop Drawing – The ENGINEER will perform technical and functional review of all shop drawings and other submittals and provide responses.

3.340. Field Testing Reports – The ENGINEER will review Field Test reports and flag any potential tests that do not conform to the Contract Document requirements.

3.350. Contractor Payment Requests – The ENGINEER will review of all Contractor Payment Requests for accuracy and provide recommendations.

3.360. Operation and Maintenance (O&M) Manuals – The ENGINEER will review the O&M manuals for compliance with Contract Documents and provide comments.



Task 3.300 – Request for Information (RFI)

The ENGINEER will review and respond to all RFIs, as necessary, submitted by the Contractor. The ENGINEER will coordinate with the OWNER on RFIs that require information from the OWNER. Draft responses will be submitted to the OWNER for review and comment prior to submitting to the Contractor.

Task 3.400 – Contract Modifications Requests

3.410. Field Order (FO) Management – The ENGINEER will provide direction to the Contractor, as necessary, for modifications to the Bid Documents through FO to complete the Scope of SERVICES identified herein. FO are used to address unforeseen issues. FO will be submitted to the OWNER for review and comment before submitting to the Contractor.

3.420. Change Order (CO) Management – The ENGINEER will review and provide recommendation to the OWNER on all Change Order requests received by the Contractor. The ENGINEER will work with the OWNER to properly facilitate CO requests when appropriate.

Task 3.500 – Construction Meetings

3.510. Construction Kick-off Meeting – Conduct a construction kick-off meeting with the Contractor and OWNER to review the key construction processes outlined in Contract Documents, establish lines of communication and protocols, identify critical path of schedule, provide four (4) Conform to Bid Documents to Contractor, and issuing Notice to Proceed with executed Contracts to Contractor.

3.520. Construction Meetings – The ENGINEER will attend monthly construction progress meetings with OWNER and Contractor. An estimate of twelve (12) construction meetings are included, with one or two persons from the ENGINEER’s project team attending.

3.530. Site Visits – The ENGINEER will make periodic visits, estimate of three (3), to the project site to observe the progress and quality of the various aspects of the Contractor’s work.

3.540. Substantial Completion Inspection – The ENGINEER will participate in a substantial completion inspection and provide a list of noted items not in compliance with Construction Documents.

3.550. Final Completion Inspection – The ENGINEER will participate in a final completion inspection and provide a list of noted items not in compliance with Construction Documents.

3.560. Equipment Start-up – The ENGINEER will be on-site during equipment Start-up and witness field acceptance testing. Up to two (2) site visits are included.

Task 3.700 – Record Drawings

ENGINEER will develop As-Built drawings from the construction notes provided by the Contractor and OWNER. The Contractor and OWNER will provide ENGINEER with all field changes and notes to be incorporated into the As-Built documents. The ENGINEER will provide six (6) sets of half-size drawings and specifications and one (1) electronic copy for OWNER’s use.



Supplemental Services

*Supplemental Services are not part of the Basic Services. Supplemental Services may be enacted upon request of OWNER. The ENGINEER shall provide a fee proposal upon request of OWNER for all Supplemental Services. The ENGINEER shall not begin working without written approval from the OWNER.

Task SS2.100 – Resident Project Representative

The Resident Project Representative will provide experienced construction inspection and oversight services. The inspector will observe and document that the work is being performed in accordance with the project plans and specifications. Monitor contractor QA/QC plans, perform photographic documentation of construction activities and progress, observe all major materials deliveries, oversee startup and commissioning plans and activities, oversee Maintenance of Plant Operations (MOPO) plans and activities, monitor SWPPP activities, monitor contractor safety plans and practices, provide any special inspections, prepare OWNER’S punch lists and approve completed punch list items, and review redline as-built drawings. Key aspects of Task SS1.100 are listed below.

- Deliverables: Daily Field Reports
Photo Documentation
QA/QC compliance reports
- Meetings: Construction Progress Meetings
Startup & Commissioning Meetings
Contractor Safety Meetings

2.110 Construction Safety – Note if the CONTRACTOR’S construction safety program is not being followed. The Contractor shall be responsible for construction safety and not the RPR.

2.111 On-Site Inspection and Oversight – Provide ongoing oversight and inspection

2.112 Construction QA/QC Management – Provide ongoing Quality management and administration

2.113 Photographic Documentation – Photograph, record and deliver photographs of construction activities, quality non-conformance issues, special photographs and videos for the project record.

2.114 Material and Equipment Certification – Observe and record all major material and equipment deliveries for damage and conformance to project specifications and submittals.

2.115 Startup and Commissioning – Review startup and commissioning plans, participate in startup and commissioning planning meetings, oversee startup and commissioning activities, coordinate plant shutdowns and/or operational requirements with OWNER and CONTRACTOR, certify started and commissioned equipment and processes.

2.116 Maintenance of Plant Operations (MOPO) – Review and approve MOPO plans, participate in MOPO meetings oversee MOPO activities, coordinate plant shutdowns and operational requirements with OWNER and CONTRACTOR.

2.117 Punch List – Prepare the OWNER’S punch list and administer and certify completion of punch list items.

2.118 Redline “As-Built” Drawings – Review and approve a complete set of redline “As-Built” drawings for incorporation into the final project record.



Time Period for Performance

Time periods for performance of the ENGINEER’s services.

Phase 1 Design	8 months
Phase 2 Bidding	2 months
Phase 3 Construction	11 months

Method of Payment

The OWNER shall compensate ENGINEER on a lump sum basis in accordance with “EXHIBIT B” Fee Summary for the Basic Services provided described herein and the approved Supplemental Services described herein. Invoices shall be submitted monthly by the ENGINEER, in a format acceptable to the OWNER, based upon the percentage of SERVICES completed to date. The ENGINEER shall not exceed the stated fee amount without written approval from the OWNER. The ENGINEER shall seek written approval for any SERVICES outside of the stated scope before performing said SERVICES.

*Phase 2 and Phase 3 will commence only upon written authorization from the Owner. Phase 2 services are estimated at \$22,500 and Phase 3 services are estimated at \$38,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

Assumptions

This Scope of SERVICES assumes the following:

- A two-week review period by OWNER for each submittal. All OWNER comments should be provided within the two-week review period. Any delays caused by the OWNER’S review shall be cause for an equitable extension of the design submittal timeline.

Services Not Included

Any other services, including but not limited to the following, are not included in this Scope of SERVICES:

- Additional Construction Phase Services – The ENGINEER will perform the following Additional Construction Phase Services as requested in writing by the OWNER. A detailed scope, schedule and fee will be created upon request by the OWNER as these services are NOT included in this Scope of SERVICES or Fee.
 - SCADA wiring, termination, programming, integration
 - Geotechnical Construction Testing
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Preparation of Title Policies during property acquisition.
- Meetings beyond those identified in the scope.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.



PROVENANCE ENGINEERING

Rooted to Be Uniquely Different

**“EXHIBIT A”
SCOPE OF SERVICES
CITY OF STEPHENVILLE, TEXAS
AIRPORT PUMP STATION EXPANSION PROJECT**

Item 3.

- Construction Staking.
- Attendance at and/or preparation for Public Meetings.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by OWNER.
- Any additional changes to the Contract Documents necessary to break the project into phases.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting OWNER or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Franchise Utility Coordination and/or Design.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to OWNER.
- Performance of miscellaneous and supplemental services related to the project as requested by OWNER, other than those described in Supplemental Services section.
- Retaining wall design
- “Value engineering” after bidding
- Any other services not listed in the Scope of Services.



"EXHIBIT" B
CITY OF STEPHENVILLE
AIRPORT PUMP STATION EXPANSION
PROFESSIONAL SERVICE FEE SUMMARY



PROVENANCE
ENGINEERING

Phase 1 Services	Phase 1 - Design Phase Services	
	Phase 1 - Design Phase Services	
	Task 1.100 - Project Management	\$ 21,750
	Task 1.200 - Preliminary Design	\$ 65,250
	Task 1.300 - Detailed Design	\$ 87,000
	Task 1.400 - Final Design	\$ 43,500
Total fee for Design Phase 1 Services		\$ 217,500
Phase 2 and Phase 3 Services	Phase 2 Bid Phase Services - <i>Estimated Fee</i>	
	Airport Pump Station and 1.0MG Ground Storage Tank	\$ 15,500
	Raw Water Transmission Pipeline	\$ 7,000
	<i>Estimated Subtotal</i>	<i>\$ 22,500</i>
	Phase 3 Construction Phase - <i>Estimated Fee</i>	
	Airport Pump Station and 1.0MG Ground Storage Tank	\$ 26,500
	Raw Water Transmission Pipeline	\$ 12,000
	<i>Estimated Subtotal</i>	<i>\$ 38,500</i>
	Phase 1 Fee	\$ 217,500
	Estimated Phase 2 & 3 Fee	\$ 61,000
Estimated Total Fee Proposal	\$ 278,500	
Opinion Of Probable Construction Cost		
Pump Station Expansion & New GST OPC	\$ 1,900,000	
Estimated Total Project Cost	\$ 2,178,500	

"EXHIBIT C"



Source: Esri, DigitalGlobe, GeoEye, Earthstar (United States), USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



SUBJECT: Eastside Sewer Lift Station – Final Acceptance
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends acceptance of the Eastside Sewer Lift Station project.

BACKGROUND:

The Eastside Sewer lift station project was awarded to Crescent Constructors of Plano, Texas for \$4,347,000 on January 8, 2019. The work was started on March 25, 2019. The project experienced few weather delays and delays associated with COVID-19. The work was found to be substantially complete on September 9, 2020.

FISCAL IMPACT SUMMARY:

The Eastside Sewer Lift Station Project was awarded for \$4,347,000 and was completed with no change orders.

The project was completed for \$4,437,000 of which \$4,130,650 has been paid or authorized for payment. The remaining five percent retainage balance of \$217,350.00 will be released to the contractor following formal project acceptance by the city council.

The engineering firm of record, Parkhill, Smith, and Cooper issued Certificate of Substantial Completion indicating Substantial Completion was reached on September 9, 2020 initiating the one-year warranty period. Final Completion is the date which all obligations imposed by the Contract Documents have been completed, including expiration of the one-year warranty period. There are no known outstanding issues and a signed affidavit for payment of bills has been received.

Additionally, all known subcontractors have been contacted and no outstanding payment issues have been noted.

ATTACHMENTS:

[Resolution for Final Acceptance of the Eastside Sewer Lift Station - DRAFT](#)

RESOLUTION NO. 2020-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, TO ACCEPT THE EASTSIDE RELIEF INTERCEPTOR SEWER – INFLUENT LIFT STATION PROJECT AND AUTHORIZE FINAL PAYMENT TO CRESCENT CONSTRUCTORS, INC; FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Stephenville entered into a unit price contract with CRESCENT CONSTRUCTORS, INC with a final estimated total cost of \$4,437,000.00; and

WHEREAS, the actual work was completed at a total cost of \$4,437,000.00 of which \$4,130,650.00 has been previously paid to the contractor, leaving an amount due of \$217,350.00; and

WHEREAS, the City has received an executed Affidavit of Contractor Payment of Debts and Claims Waiver of Lien Release Upon Final Payment from the Contractor and a Certificate of Substantial Completion from the engineering firm of record.

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

SECTION 1. The EASTSIDE RELIEF INTERCEPTOR SEWER – INFLUENT LIFT STATION PROJECT is hereby accepted, and the City Manager is authorized to make final payment to the contractor.

SECTION 2. It is hereby officially found and determined the meeting which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED this the 1st day of December 2020.

Doug Svien, Mayor

ATTEST:

Staci King, City Secretary

Allen Barnes, City Administrator
Reviewed

Randy Thomas, City Attorney
Approved as to form and legality



STAFF REPORT

SUBJECT: Short-term Rentals and Hotel Occupancy Tax

DEPARTMENT: Tourism and Visitors Bureau

STAFF CONTACT: Jason King

RECOMMENDATION:

Staff was asked to present a proposed ordinance that adds short-term rentals to the definition of hotel for the purposes of collecting Hotel Occupancy Tax funds.

BACKGROUND:

Staff has developed a proposed ordinance which adds short-term rental to the definition of hotel and would require collection of Hotel Occupancy Tax for those premises. The attached proposed ordinance also adds the collection of HOT funds in the City of Stephenville's Extraterritorial Jurisdiction.

FISCAL IMPACT SUMMARY:

There has not been a fiscal impact summary created at this point.

ALTERNATIVES

- 1) Recommend approval of attached ordinance;
- 2) Recommend to not approve attached ordinance;
- 3) Send back to staff for further development.

ARTICLE II. - HOTEL OCCUPANCY TAX

Sec. 36.15. - Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Consideration. The cost of the room, sleeping space or bed space, but shall not include the cost of any food served or personal services rendered to the occupant not related to cleaning and readying such room or space for occupancy and shall not include any tax assessed for the occupancy thereof by any other governmental agency.

Hotel. Shall mean any building in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, tourist homes, lodging houses, cabins, inns, rooming houses, trailer houses, trailer motels, apartments not occupied by permanent resident, **short-term rentals**, and all other facilities where rooms or sleeping facilities or space are furnished for consideration. The term "hotel" does not include a residence or portion of a residence rented to a member of the resident's family, hospitals, sanitariums, or nursing homes.

Occupancy. The use or possession, or the right to the use or possession of any room, space or sleeping facility in the hotel for any purpose.

Occupant. Anyone who, for a consideration, uses, possesses or has the right to use or possess any room or rooms or sleeping space or facility in a hotel under any lease, concession, permit, right of access, license, contract or agreement.

Permanent resident. An occupant who has or shall have the right of occupancy of any room or rooms, sleeping space or facility in a hotel for at least 30 consecutive days, so long as there is no interruption of payment for the period.

Quarterly period. The regular calendar quarters of the year, the first quarter being composed of the months of January, February and March; the second quarter being the months of April, May and June; the third quarter being the months of July, August and September; and the fourth quarter being the months of October, November and December.

Short-term rental. Shall mean consideration for occupancy of all or part of a residential structure/residential property, whether or not permanently occupied by others.

Tax collector. The Tax Collector of the city.

(1975 Code, § 17-16; Am. Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980)

Sec. 36.16. - Tax levied; rate; exception.

- (A) Every person owning, operating, managing or controlling any hotel within the City of Stephenville or its Extraterritorial Jurisdiction shall collect a tax on the cost of occupancy of any room or space furnished by any hotel where such cost of occupancy is at the rate of \$2.00 or more per day, such tax to be equal to seven percent (7%) of the consideration paid by the occupant of such room to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies.

Every person owning, operating, managing or controlling any hotel within the City of Stephenville or its Extraterritorial Jurisdiction shall also collect an additional tax to be equal to two percent (2%) of the consideration paid by the occupant of such room to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies. This tax shall be designated as a "Sports Venue Tax."

(B) No tax shall be imposed hereunder upon a permanent resident.

(C) Every person owning, operating, managing or controlling any hotel shall collect the tax imposed hereunder for the city.

(1975 Code, § 17-17; Am. Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980; Am. Ord. 1988-23, passed 10-4-1988, Am. Ord. 2020-0-37, passed 11-03-2020)

Sec. 36.17. - Collection.

Every person owning, operating, managing or controlling any hotel shall collect the tax imposed by section 36.16 for the city.

(1975 Code, § 17-18; Am. Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980)

Sec. 36.18. - Monthly reports; payment of tax.

On the 25th day of the month following each month in which a tax is earned, every person required in section 36.17 to collect the tax imposed herein shall file a report with the Tax Collector showing the consideration paid for all room occupancies in the preceding month, the amount of the tax collected on such occupancies, and any other information the Tax Collector may reasonably require. Such person shall pay the tax due on such occupancies at the time of filing such report. There shall also be furnished to the Tax Collector of the city at the time of payment of said tax a copy of the monthly report filed with the State Comptroller in connection with the State of Texas hotel occupancy tax

(Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980; Am. Ord. 2020-O-21, passed 8-4-2020)

Sec. 36.19. - Powers of tax collector.

The Tax Collector shall have the power to make such rules and regulations as are reasonable and necessary to effectively collect the tax levied hereby, and shall upon reasonable notice, have access to books and records necessary to enable him to determine the correctness of any report filed as required by this ordinance and the amount of taxes due under the provisions of this ordinance.

(Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980)

Sec. 36.20. - Failure to comply; penalty.

If any person required by the provisions of this subchapter to collect the tax imposed herein, or make reports as required herein, and pay to the Tax Collector the tax imposed herein, shall fail to collect such tax, file such report or pay such tax, or if any such person shall file a false report, such person shall be deemed guilty of a misdemeanor and upon conviction be punished

by fine not to exceed \$200.00, and shall pay to the Tax Collector the tax due, interest allowed under Section 351.0042, and a penalty equal to 15 percent of the total amount of the tax owed if the tax has been delinquent for at least one complete municipal fiscal quarter

(Ord. passed 7-2-1974; Am. Ord. passed 12-2-1980; Am. Ord. 2020-O-21, passed 8-4-2020)

Secs. 36.21—36.30. - Reserved.

DRAFT

TAX CODE

TITLE 2. STATE TAXATION

SUBTITLE E. SALES, EXCISE, AND USE TAXES

CHAPTER 156. HOTEL OCCUPANCY TAX

SUBCHAPTER A. DEFINITIONS

Sec. 156.001. DEFINITIONS. (a) In this chapter, "hotel" means a building in which members of the public obtain sleeping accommodations for consideration. The term includes a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast. The term does not include:

(1) a hospital, sanitarium, or nursing home;

(2) a dormitory or other housing facility owned or leased and operated by an institution of higher education or a private or independent institution of higher education as those terms are defined by Section [61.003](#), Education Code, used by the institution for the purpose of providing sleeping accommodations for persons engaged in an educational program or activity at the institution; or

(3) an oilfield portable unit, as defined by Section [152.001](#).

(b) For purposes of the imposition of a hotel occupancy tax under this chapter, Chapter [351](#) or [352](#), or other law, "hotel" includes a short-term rental. In this subsection, "short-term rental" means the rental of all or part of a residential property to a person who is not a permanent resident under Section [156.101](#).

Acts 1981, 67th Leg., p. 1686, ch. 389, Sec. 1, eff. Jan. 1, 1982. Amended by Acts 1993, 73rd Leg., ch. 486, Sec. 5.01, eff. Oct. 1, 1994; Acts 1995, 74th Leg., ch. 454, Sec. 1, eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 1000, Sec. 56, eff. Oct. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 566 (H.B. [3182](#)), Sec. 3, eff. September 1, 2011.

Acts 2015, 84th Leg., R.S., Ch. 1255 (H.B. [1905](#)), Sec. 22(a), eff. September 1, 2015.

SUBCHAPTER C. EXCEPTIONS TO TAX

Sec. 156.101. EXCEPTION--PERMANENT RESIDENT. This chapter does not impose a tax on a person who has the right to use or possess a room in a hotel for at least 30 consecutive days, so long as there is no interruption of payment for the period.

Acts 1981, 67th Leg., p. 1686, ch. 389, Sec. 1, eff. Jan. 1, 1982. Amended by Acts 1991, 72nd Leg., ch. 328, Sec. 4, eff. Aug. 26, 1991.

Sec. 351.002. TAX AUTHORIZED. (a) A municipality by ordinance may impose a tax on a person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping.

(b) The price of a room in a hotel does not include the cost of food served by the hotel and the cost of personal services performed by the hotel for the person except for those services related to cleaning and readying the room for use or possession.

(c) The tax does not apply to a person who is a permanent resident under Section [156.101](#) of this code.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 328, Sec. 5, eff. Aug. 26, 1991.

Sec. 351.0025. EXTRATERRITORIAL JURISDICTION. (a) A municipality with a population of less than 35,000 by ordinance may impose the tax authorized under Section [351.002](#) in the municipality's extraterritorial jurisdiction.

(b) The municipality may not impose a tax under this section if as a result of the adoption the combined rate of state, county, and municipal hotel occupancy taxes in the extraterritorial jurisdiction exceeds 15 percent of the price paid for a room in a hotel.

Added by Acts 1991, 72nd Leg., ch. 328, Sec. 3, eff. Aug. 26, 1991. Amended by Acts 1993, 73rd Leg., ch. 680, Sec. 2, eff. Sept. 1, 1993.



STAFF REPORT

SUBJECT: Discussion of the Sidewalk, Curb and Gutter Waiver Process of the Subdivision Ordinance

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

BACKGROUND:

Section 155, known as the Subdivision Ordinance, provides specific design standards and regulations for subdivisions, including the requirements for sidewalks, curbs and gutters. The Subdivision Ordinance also provides for a waiver process for relief from such requirements. Waivers are reviewed by the Planning and Zoning Commission and the recommendation of the Commission is reviewed by City Council.

City Council requested review of the waiver process. The following discussion points are for consideration:

1. Consider mechanisms for a cost share program.
2. Consider an overlay district where these standards are required/not required.
3. Require the standards only for certain city owned streets.
4. Either fully require the standards or repeal the standards.
5. Establish a policy that will serve as a guiding document for the Planning and Zoning Commission, possibly including components such as:
 - A. Sidewalks, curbs and gutters will be required for new subdivision developments that are, or will be as a result of the development, served by City Streets and public utilities (subdivision development as in multiple lots, for example, Elk Ridge).
 - B. For City owned streets – infill lots
 1. Will not be required if existing street/development, built before ordinance was put into effect, has less than X% of sidewalks, curb and gutters in place.
 2. Will not be required if existing street/development has fewer than X% of the total parcels available for construction.
 3. Will not be required if the infill lot is for a residential area built before the ordinance was adopted AND i).the parcel is isolated in a manner that the contiguous lots with structures are without sidewalks, curbs and gutters, and ii). the construction of the sidewalk, curbs and gutters would not correlate with the predominant “feel” or “vibe” of the neighborhood.
 - C. Newly annexed properties – post ordinance – mandate sidewalks, curbs and gutters if public utilities will be provided.
 - D. Sidewalks, curbs and gutters will not be required for State or County owned roads unless so governed by the respective entity.