



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 W Washington
Tuesday, November 14, 2023 at 5:30 PM

AGENDA

CALL TO ORDER

FINANCE COMMITTEE- NO QUORUM

Justin Haschke, chair; David Baskett, Brandon Greenhaw, Mark McClinton

1. Presentation of ClearGov Transparency Webpage

PERSONNEL COMMITTEE

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

2. Consider Approval of the Use of Part-time Firefighters
3. Consider Approval of the Creation of an EMS Battalion Chief

NOMINATIONS COMMITTEE

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

4. Discuss Vacancies and Annual Appointments for Citizen Boards and Commissions

PUBLIC WORKS COMMITTEE - NO QUORUM

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

5. Review Landfill Lease Agreement Renewal
6. Review Proposed Annual Amendment to WWTP Operations Agreement
7. Review Previous FY WWTP Rebateables for Jacobs
8. Review an Amendment to the Development Review Services Agreement

TOURISM AND VISITORS BUREAU COMMITTEE

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

9. Consider Approval of Mainstreet Advisory Board - Historic Overlay (Rita Cook)

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 Approval of the use of Part-time Firefighters

DEPARTMENT: Fire Department

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Consider approval of the use of Part-time Firefighters

BACKGROUND:

Stephenville Fire Department operates with a minimum staffing level each day to assure safe and efficient operations. When our authorized staffing levels fall, overtime is used to achieve the minimum. With the logistics of advertising, interviews, and training, the timeline to onboard new personnel becomes protracted. Part-time personnel could be used to fill these gaps and assure our existing personnel isn't overburdened with working too many hours.

FISCAL IMPACT SUMMARY:

Financial impact will be the cost of processing new employees.

ALTERNATIVES

1. N/A.



STAFF REPORT

SUBJECT: EMS Battalion Chief

DEPARTMENT: Fire Department

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Consider Authorizing a Position of EMS Battalion Chief

BACKGROUND:

Currently the department operates with a single Battalion Chief on shift. Last year we created the Division Chiefs and agreed to eliminate the Battalion Chiefs through attrition. Since that time we have attrition of one Battalion Chief.

Today our Community Assistance, Resource, Education System (CARES) program is managed by our Community Resource Paramedic. This program is operated at a level above the rank structure of our CRP. This initiative includes management of all our EMS operations as well as the CARES program to include the following:

- Manage operations of the CARES Program and other MIH projects.
- Function as the lead practitioner in the CARES program, supervising the enrollment, case management, and discharge of clients.
- Oversee daily EMS operations, including personnel, supply, and documentation.
- Performance of clinical reviews of electronic health records (EHRs) and recommending resolutions of clinical performance issues.
- Research and development of new EMS/MIH protocols, policies, and procedures while in collaboration with the EMS Medical Director.
- Lead the development, implementation, and performance of continuous quality improvement of clinical treatment guidelines in conjunction with the EMS Committee.
- Developing, implementing, and overseeing EMS/MIH training, including the credentialing of EMS/MIH providers.

The CARES program management would benefit greatly from a supervisory level officer at the rank of Battalion Chief (renamed EMS Chief). The position would be a forty-hour week supervisor classed employee. Today our CRP works a cursory number of overtime hours each week while on shift to cover appointments and meetings. These hours would be eased with a more normal schedule and absorbed into the new position. The CRP is routinely meeting with the Medical Director, Hospital President, and other community leaders in the associated healthcare profession.

FISCAL IMPACT SUMMARY:

Continuing the budgeted salary for one Battalion Chief

ALTERNATIVES

- Continue with existing structure and use of overtime management

EMS Battalion Chief (Chief of Medical Operations)

Job Details

The Chief of Medical Operations (EMS Battalion Chief) is responsible for overseeing the operations of the Community Risk Reduction/Mobile Integrated Healthcare (MIH) program, publicly known as the Community Assistance Resource Education System (CARES) program, and all daily EMS operations.

Primary Responsibilities

- Manage operations of the CARES Program and other MIH projects.
- Function as the lead practitioner in the CARES program, supervising the enrollment, case management, and discharge of clients.
- Oversee daily EMS operations, including personnel, supply, and documentation.
- Performance of clinical reviews of electronic health records (EHRs) and recommending resolutions of clinical performance issues.
- Research and development of new EMS/MIH protocols, policies, and procedures while in collaboration with the EMS Medical Director.
- Lead the development, implementation, and performance of continuous quality improvement of clinical treatment guidelines in conjunction with the EMS Committee.
- Developing, implementing, and overseeing EMS/MIH training, including the credentialing of EMS/MIH providers.
- Other duties as assigned, such as mentoring or precepting.

Direct Report

Fire Chief

Direct Reports

All CRP credentialed personnel, including CRTs or line personnel while operating in a CRU.

Required Qualifications

- Texas Licensed Paramedic or EMT-P
- 5 or more years of experience as a paramedic
- 3 or more years of MIH-CP experience or combination of education and experience
- Texas EMS Instructor
- NAEMT Instructor (AMLS, PHTLS, EPC, and GEMS)
- IBSC Board Certified Critical Care Paramedic (FP-C or CCP-C)
- IBSC Board Certified Community Paramedic (CP-C)
- Fire officer 2 or NAEMSO Managing Paramedic Officer
- Bachelor's degree in a healthcare or social work-related field
- No complaints or clinical performance issues within the past 12 months

Pay Grade:

\$74,346 – 88,580/yearly non-exempt

Public Works Committee
STAFF REPORT



SUBJECT: Esquell Lease Agreement Renewal
MEETING: Public Works Committee Meeting – 14 Nov 2023
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends renewing the lease agreement with Mr. Larry Esquell.

BACKGROUND:

The City of Stephenville currently utilizes a landfill lease agreement with Mr. Larry Esquell (adjacent property owner) which allows Mr. Esquell to utilize the closed, Type I, portion of the landfill for the purpose of cattle grazing.

The current agreement with Mr. Esquell expired on October 31, 2023. Mr. Esquell wishes to continue leasing the property.

A copy of the proposed agreement is attached to this memorandum for review.

FISCAL IMPACT SUMMARY:

The renewal agreement proposes a term length of one year and a payment amount of \$350.00 per year. The agreement provides staff the autonomy to renew the agreement for up to three successive one-year increments. Likewise, the agreement also provides an option to terminate the agreement with ninety days of notice.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not renew the lease agreement.
2. Revise the lease agreement.

ADVANTAGES:

1. Approval of the draft lease agreement with Mr. Esquell provides a small income to the city.
2. Approval of the draft lease agreement ensures the property remains occupied, is not vacant, and fences are maintained.
3. The agreement provides a 90-day's written notice option to terminate the agreement.

DISADVANTAGES:

There are no disadvantages identified at this time associated with extending the existing lease agreement with Mr. Esquell.

ATTACHMENTS:

[2023 11-14 Landfill Lease Agreement Renewal](#)

Lease Agreement

STATE OF TEXAS §

COUNTY OF ERATH §

This agreement made and entered into on this the ____ day of _____, 2023, by and between the **CITY OF STEPHENVILLE**, a municipal corporation (herein after called "CITY"), and **LARRY ESQUELL** (herein after called "ESQUELL").

I.

The term of this agreement shall be for one (1) year, from January 1, 2024, until January 1, 2025. Both parties shall have the option to renew this agreement administratively for up to (3) successive one (1) year terms upon mutual consent. Both parties shall have the option to terminate this agreement at any time upon ninety (90) days' written notice to the other party at the address set out herein.

II.

The property which is the subject of this agreement is approximately 60 acres of the 100 acre tract of land out of the T. S. Freeman Survey, A-280, situated in Erath County, Texas, and described in warranty deed from Cecil C. Smithey and wife, Mary C. Smithey, to the City of Stephenville, dated February 20, 1973, recorded in Volume 486, page 268, Deed Records of Erath County, Texas. Said 60 acre tract is the area of land situated southwest of the Stephenville Landfill and adjoins property owned by ESQUELL, which is south of subject property.

III.

CITY agrees as follows:

1. To allow ESQUELL to erect and maintain a temporary gate in the fence line, situated between subject property and property owned by ESQUELL, as indicated on the attached map.
2. To allow ESQUELL full access to subject property for the purpose of grazing his cattle.

IV.

ESQUELL agrees as follows:

1. To erect and maintain a temporary gate as provided for above. Upon termination of this agreement, ESQUELL shall remove said gate within 30 days of termination and restore the fence to its prior condition.

2. To erect and maintain a temporary electric fence, as indicated on the attached exhibit. Said fence shall be sufficient to contain the cattle owned by ESQUELL, which he causes to graze on subject property.
3. To allow CITY full access to subject property upon prior notice to ESQUELL.
4. To use subject property for cattle grazing only and to allow no more than fifty (50) head of cattle to graze on subject property at any one time.

V.

As consideration, ESQUELL agrees to pay to CITY the amount of \$350.00 each year that this agreement is in force. Payments shall be mailed, or hand delivered to Stephenville City Hall, 298 West Washington, Stephenville, Texas, 76401, on or before December 31, 2023, and on or before December 31st of each year this agreement remains in force.

VI.

ESQUELL agrees to indemnify and hold CITY harmless from any claim, judgment or expense, which may occur due to the use of the subject property or due to the negligence of ESQUELL in his operation or performance of this agreement. ESQUELL specifically agrees to indemnify and hold CITY harmless for any loss, damage, or injury he may incur as a result of the terms of this agreement.

VII.

If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the Court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

VIII.

This agreement is non-transferable and non-assignable in whole or in part without written consent by CITY.

IX.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Erath County, Texas.

X.

This agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED in duplicate originals this ____ day of _____, 2023.

Contact Address:
CITY OF STEPHENVILLE
298 West Washington
Stephenville, TX 76401

Contact Address:
Mr. LARRY ESQUELL
380 CR 242
Dublin, TX 76446

DOUG SVIEN, HONORABLE MAYOR

LARRY ESQUELL

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the ____ day of _____, 2023, by DOUG SVIEN, Mayor of the City of Stephenville, a municipal corporation, for and on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF ERATH §

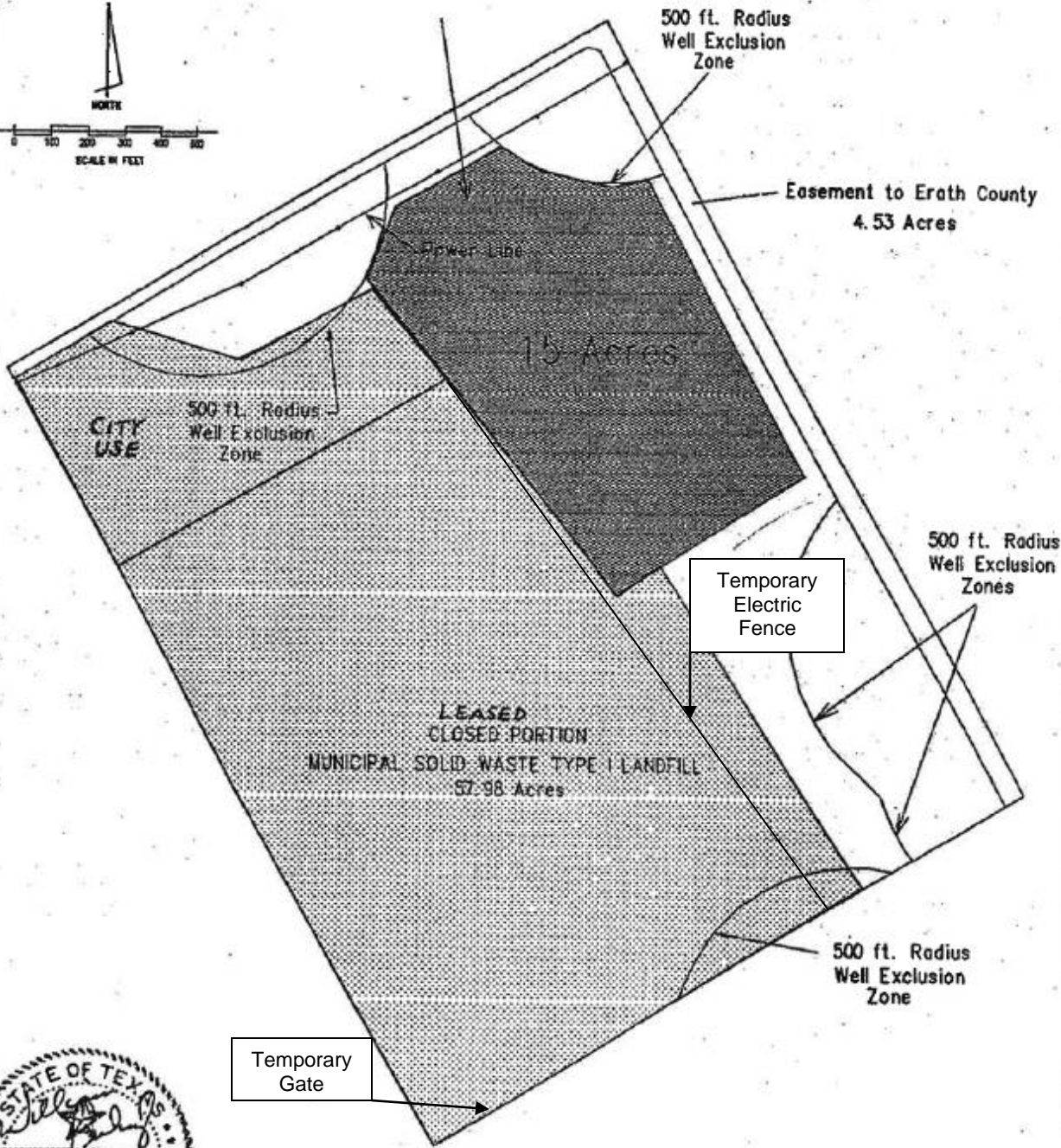
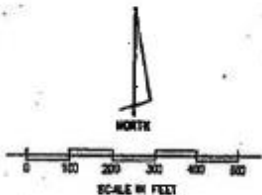
This instrument was acknowledged before me on the ____ day of _____, 2023, by LARRY ESQUELL.

Notary Public, State of Texas

EXHIBIT

Drawn By:	W. Prikryl, P. E.
Date:	1/16/95
Reviewed By:	_____
Approved By:	_____
Revision No.:	_____
Date Revised:	_____

UNDEVELOPED AREA
PROPOSED TYPE IV SOLID WASTE LANDFILL



STEPHENVILLE SANITARY LANDFILL
MUNICIPAL SOLID WASTE PERMIT NO. 664
STEPHENVILLE, ERATH COUNTY, TEXAS

TEAM Consultants, Inc.

AMENDMENT NO. 17
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for the
CITY OF STEPHENVILLE, TEXAS

This Amendment No. 17 to the Agreement for Operations, Maintenance and Management Services for City of Stephenville, Texas dated October 1, 2006 (the "Agreement") is made and entered into this ___ day of _____ 2023 (the "Effective Date") by the City of Stephenville, Texas (hereinafter the "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"), whose address for formal notice is 6312 S. Fiddler's Green Circle, Suite 300N, Greenwood Village, CO 80111.

NOW THEREFORE, Owner and CH2M HILL OMI agree to amend the Agreement as follows:

- 1. Paragraph D.2 of Appendix D is hereby deleted in its entirety and replaced with the following:

D.2 INDUSTRIAL WASTE DISCHARGERS

Attached to and a part of this Agreement is a listing of all industries (CIUs and SIUs) discharging into the collection system and monitored under Ordinance number 50.022.

<u>Industry Name</u>	<u>Address</u>
Superior Powder Coating	645 W. Lingleville Road
TechnipFMC	2825 W. Washington

- 2. Paragraph E.1.1 of Appendix E is hereby deleted in its entirety and replaced with the following:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement a Base Fee of Nine Hundred Eighty-Six Thousand Nine Hundred Two Dollars (\$986,902) which includes the Sludge Hauling Limit, Chemical Limit, and FOG costs which shall be payable in twelve monthly installments of Eighty-Two Thousand Two Hundred Forty-One Dollars and Eighty-Three Cents (\$82,241.83) for the period of October 1, 2023 through September 30, 2024. Subsequent years' base fees shall be determined as hereinafter specified.

- 2. Paragraph E.1.3 of Appendix E is hereby deleted in its entirety and replaced with the following:

E.1.3 The total amount CH2M HILL OMI shall be required to pay for Sludge Hauling Cost shall not exceed the annual Sludge Hauling Limit of Ninety-Eight Thousand Dollars (\$98,000). This amount will remain the same every year until the expiration of the Agreement or if both Parties agree to negotiate a new amount prior to the expiration of the Agreement. Owner will pay as additional compensation to CH2M HILL OMI any amount above the annual Sludge Hauling

Limit and CH2M HILL OMI will rebate to City any amount less the annual Sludge Hauling Limit.

3. Paragraph E.1.5 of Appendix E is hereby deleted in its entirety and replaced with the following:

E.1.5 Option 1: The total amount CH2M HILL OMI shall be required to pay for Chemical costs shall not exceed the annual Chemicals Limit of One Hundred Sixty-Two Thousand Dollars (\$162,000). This amount will remain the same every year until the expiration of the Agreement or if both Parties agree to negotiate a new amount prior to the expiration of the Agreement. Owner will pay as additional compensation to CH2M HILL OMI any amount above the annual Chemicals Limit and CH2M HILL OMI will rebate to City any amount less the annual Chemicals Limit.

This Amendment No. 17 constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated otherwise, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement shall be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Authorized signature:

Authorized signature:

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF STEPHENVILLE, TX

Greg Weeks
Digitally signed by Greg Weeks
DN: cn=Greg Weeks, c=US, ou=OMFS -
South Central Region, ou=PU-011962 US
PROJECT DELIVERY - OM SVCS - US
SOUTH - GLOBAL - OM,
email=greg.weeks@jacobs.com
Date: 2023.09.18 11:43:18 -05'00'

Name: Greg Weeks
Title: Designated Manager
Date: 9/18/23

Name: Doug Svien
Title: Mayor
Date: _____

Base Fee adjustment formula as shown in Appendix E.3

ABF = Adjusted Base Fee

E = ECI for Total Compensation for Civilian Workers, Not Seasonally Adjusted (Employment Cost Index) reported as a percentage for the first quarter of the year for which an ABF is being calculated as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU101000000000A.

C_o = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0 for the month that is eighteen (18) months prior to the beginning of the period for which an ABF is being calculated, which is the month of March.

C = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0 for the month that is six (6) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated, which is the month of March.

ABF = Adjusted Base Fee

$$ABF = BF \times AF$$

BF = Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = [(E)0.50 + ((C-C_o)/C_o)0.50] + 1.02$$

$$E = 4.80\%, \quad C = 301.836, \quad C_o = 287.504$$

$$AF = [(4.80\%)0.50 + ((301.836-287.504)/287.504)0.50] + 1.02$$

$$AF = [(.0480*.5) + (.0498*.5)] + 1.02$$

$$AF = 1.0689 \text{ shown as an } 6.89\% \text{ increase}$$

DEFAULT INCREASE OF 6.89%

Contractual Default Fee Calculation

FY22-23 Base Fee = \$693,318.00

Amount of Base Fee Increase = \$693,318.00 x 0.0689 = \$47,769.61

ABF = \$693,318.00 x 1.0689 = \$741,087.61

✓ ABF = \$693,318.00 + \$47,769.61 = \$741,087.61

Operational Fee (OF) Calculation

OF = ABF + Sludge Hauling + Chemicals + FOG

✓ OF = \$741,087.61 + \$98,000 + \$162,000 + \$9,318 = **\$1,010,405.61**

NEGOTIATED AND PROPOSED INCREASE OF 3.50%

Negotiated Fee Calculation

FY22-23 Base Fee = \$693,318.00

Amount of Base Fee Increase = \$693,318.00 x 0.0350 = \$24,266.13

ABF = \$693,318.00 x 1.035 = \$717,584.13

✓ ABF = \$693,318.00 + \$24,266.13 = \$717,584.13

Operational Fee (OF) Calculation

OF = ABF + Sludge Hauling + Chemicals + FOG

✓ OF = \$717,584.13 + \$98,000 + \$162,000 + \$9,318 = **\$986,902.13**

OF Cost Savings: 6.89%OF – 3.50%OF = \$1,010,405.61 - \$986,902.13 = \$23,503.48

Supporting Documentation for (E) Employment Cost Index and (CPI) Consumer Price Index:

<http://data.bls.gov/timeseries/CIU1010000000000A>

Data extracted on: January 11, 2023 (3:24:24 PM)

Employment Cost Index

Series Id: CIU1010000000000A (B,C)

Not seasonally adjusted

Series Title: Total compensation for All Civilian workers in All industries and occupations, 12-month percent change

Ownership: Civilian workers

Component: Total compensation

Occupation: All workers

Industry: All workers

Subcategory: All workers

Area: United States (National)

Periodicity: 12-month percent change

Year	Qtr1	Qtr2	Qtr3	Qtr4
2013	1.9	1.9	1.9	2.0
2014	1.8	2.0	2.2	2.2
2015	2.6	2.0	2.0	2.0
2016	1.9	2.3	2.3	2.2
2017	2.4	2.4	2.5	2.6
2018	2.7	2.8	2.8	2.9
2019	2.8	2.7	2.8	2.7
2020	2.8	2.7	2.4	2.5
2021	2.6	2.9	3.7	4.0
2022	4.5	5.1	5.0	5.1
2023	4.8	4.5	4.3	

B : Includes wages, salaries, and employer costs for employee benefits.

C : See Footnote C on www.bls.gov/ect/cimapnote.htm.

http://data.bls.gov/timeseries/cuur0000sa0?series_id=cwur0000sa0

Data extracted on: January 11, 2023 (3:24:39 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0

All items in U.S. city average, urban wage earners and clerical workers, not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789			

STAFF REPORT



SUBJECT: Stephenville Wastewater Treatment Plant
Amendment to Agreement for Operations, Maintenance and Management Services
Jacobs/CH2M OMI Proposed Agreement Amendment for FY 2023-2024

MEETING: Public Works Committee Meeting - 14 NOV 2023

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed contract amendment with a 3.50% base rate increase. The proposed increase of \$24,266.13 yields an annual wastewater treatment operational cost of \$986,902.13 in accordance with the existing agreement.

BACKGROUND:

Provisions of the existing operations and maintenance agreement with CH2MHILL/OMI are reviewed annually. The city originally entered into an agreement with OMI in 1996 for the daily operations and maintenance of the wastewater treatment plant (WWTP). The city renewed the contract with CH2MHILL/OMI on October 7, 2014. The term of the agreement was extended to match the finance period for two backup electrical generators, which CH2MHILL/OMI agreed to finance at no cost to the city. The agreement was renewed in FY20-21 with a five-year renewal setting the existing agreement expiration at September 30, 2026.

The base fee for last fiscal year (FY22-23) was \$934,635.52 and included \$98,000 and \$134,000 for the respective rebateable items of sludge hauling and chemical usage. The base fee also included \$9,318.00 for the continued management of the city's state-mandated Fats, Oils, and Greases (FOG) program.

FISCAL IMPACT SUMMARY:

The FY23-24 proposal negotiates a 3.50% operational base rate increase of \$24,266.13 for a total annual operational cost of \$986,902.13.

The requested base rate percentage increase is a negotiated, proposed increase.

Using the contractually calculated, default adjustment, verified using the contract Base Fee Adjustment Formula in Appendix E of the executed agreement, would result in an 6.89% increase. The overall 3.39% cost savings, achieved between the contractually calculated 6.89% increase and the proposed 3.50% increase, yields \$23,503.48 in negotiated cost savings.

The amendment proposes to maintain the rebateable sludge hauling costs at \$98,000 and increase the rebateable bulk chemical costs by \$28,000 (20.9%), from \$134,000 to \$162,000. Rebateable items are pass-through costs and chemicals have increased significantly since last year. The requested 20.9% increase in chemicals accounts for 53.6% of the total operational increase this fiscal year.

The proposal maintains the provision for the Fats, Oils, and Greases (FOG) tracking program at the rate of \$9,318.00.

The total proposed contract amount, including base fee operations, sludge hauling, chemicals, and FOG program management is \$986,902.13; a \$52,266.61 or 5.6% overall increase from FY22-23.

The FY23-24 budget included \$934,635.52 for operations. The increased amount of \$52,266.61 would need to be offset by a reduction in capital expenditures to make up the difference in the budgeted amount and the proposed amount.

ALTERNATIVES TO PROPOSAL:

The following alternatives are offered for consideration:

1. Do not recommend approval of the contract amendment with the proposed 3.50% operational base rate increase;
2. Postpone amendment approval and renegotiate the terms of the amendment.

ADVANTAGES:

Approval of the proposed agreement amendment provides for a \$23,503.48 (3.39%) cost savings. Approval also provides access to global, industry expertise and allows the city to take advantage of bulk pricing discounts for chemical usage.

DISADVANTAGES:

Approval of the proposed agreement amendment provides is a 5.6% overall increase to the contract and is \$52,266.61 over the allocated budget for the cost of daily operations and maintenance of the Stephenville WWTP.

ATTACHMENTS:

Attached is a copy of the proposed annual agreement amendment from Jacobs/CH2M OMI for FY2022-2023 for the continued daily operations and maintenance of the Stephenville Wastewater Treatment Plant. Also attached are supporting calculations.

1. [WWTP Operations Amendment – Proposed](#)
2. [WWTP Operations Amendment – Supporting Calculations](#)

STAFF REPORT



SUBJECT: Stephenville Wastewater Treatment Plant
Amendment to Agreement for Operations, Maintenance and Management Services
Jacobs/CH2M OMI Proposed Agreement Amendment for FY 2023-2024

MEETING: Public Works Committee Meeting - 14 NOV 2023

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed contract amendment with a 3.50% base rate increase. The proposed increase of \$24,266.13 yields an annual wastewater treatment operational cost of \$986,902.13 in accordance with the existing agreement.

BACKGROUND:

Provisions of the existing operations and maintenance agreement with CH2MHILL/OMI are reviewed annually. The city originally entered into an agreement with OMI in 1996 for the daily operations and maintenance of the wastewater treatment plant (WWTP). The city renewed the contract with CH2MHILL/OMI on October 7, 2014. The term of the agreement was extended to match the finance period for two backup electrical generators, which CH2MHILL/OMI agreed to finance at no cost to the city. The agreement was renewed in FY20-21 with a five-year renewal setting the existing agreement expiration at September 30, 2026.

The base fee for last fiscal year (FY22-23) was \$934,635.52 and included \$98,000 and \$134,000 for the respective rebateable items of sludge hauling and chemical usage. The base fee also included \$9,318.00 for the continued management of the city's state-mandated Fats, Oils, and Greases (FOG) program.

FISCAL IMPACT SUMMARY:

The FY23-24 proposal negotiates a 3.50% operational base rate increase of \$24,266.13 for a total annual operational cost of \$986,902.13.

The requested base rate percentage increase is a negotiated, proposed increase.

Using the contractually calculated, default adjustment, verified using the contract Base Fee Adjustment Formula in Appendix E of the executed agreement, would result in an 6.89% increase. The overall 3.39% cost savings, achieved between the contractually calculated 6.89% increase and the proposed 3.50% increase, yields \$23,503.48 in negotiated cost savings.

The amendment proposes to maintain the rebateable sludge hauling costs at \$98,000 and increase the rebateable bulk chemical costs by \$28,000 (20.9%), from \$134,000 to \$162,000. Rebateable items are pass-through costs and chemicals have increased significantly since last year. The requested 20.9% increase in chemicals accounts for 53.6% of the total operational increase this fiscal year.

The proposal maintains the provision for the Fats, Oils, and Greases (FOG) tracking program at the rate of \$9,318.00.

The total proposed contract amount, including base fee operations, sludge hauling, chemicals, and FOG program management is \$986,902.13; a \$52,266.61 or 5.6% overall increase from FY22-23.

The FY23-24 budget included \$934,635.52 for operations. The increased amount of \$52,266.61 would need to be offset by a reduction in capital expenditures to make up the difference in the budgeted amount and the proposed amount.

ALTERNATIVES TO PROPOSAL:

The following alternatives are offered for consideration:

1. Do not recommend approval of the contract amendment with the proposed 3.50% operational base rate increase;
2. Postpone amendment approval and renegotiate the terms of the amendment.

ADVANTAGES:

Approval of the proposed agreement amendment provides for a \$23,503.48 (3.39%) cost savings. Approval also provides access to global, industry expertise and allows the city to take advantage of bulk pricing discounts for chemical usage.

DISADVANTAGES:

Approval of the proposed agreement amendment provides is a 5.6% overall increase to the contract and is \$52,266.61 over the allocated budget for the cost of daily operations and maintenance of the Stephenville WWTP.

ATTACHMENTS:

Attached is a copy of the proposed annual agreement amendment from Jacobs/CH2M OMI for FY2022-2023 for the continued daily operations and maintenance of the Stephenville Wastewater Treatment Plant. Also attached are supporting calculations.

1. [WWTP Operations Amendment – Proposed](#)
2. [WWTP Operations Amendment – Supporting Calculations](#)

STAFF REPORT

SUBJECT: Amendment - Development Review Services Agreement
MEETING: Public Works Committee Meeting – 14 NOV 2023
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends the authorization of Amendment No. 15 to the existing agreement with Freese and Nichols, Inc. for professional services associated with general development plan/plat reviews.

BACKGROUND:

The city entered into an agreement with Freese and Nichols (FNI) on August 5, 2014 to perform professional engineering reviews for plats, development plans, traffic studies, site plans, and other engineering plans for public infrastructure.

FISCAL IMPACT SUMMARY:

Amendment No. 15 proposes to extend the existing agreement for services by a not-to-exceed amount of \$30,000.

The adopted FY23-24 budget allocated \$45,000 for review fee services, however, review fees are a pass-through cost and are directly reimbursed by developers.

Staff is preparing documents to solicit firms to perform independent development reviews across multiple engineering disciplines. When a new firm is selected to perform development reviews, any funds remaining from the proposed amendment with FNI will be reallocated to the new firm.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not authorize the execution of Amendment No. 15 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. FNI has performed drainage analyses on several, individual developments, which reduces review times as adjacent developments occur within the same drainage basins.
4. Reviews are typically completed within seven (7) calendar days.

DISADVANTAGES:

1. No known disadvantages have been identified at this time.

ATTACHMENTS:

Attached is a copy of the proposed amendment.



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

FNI PROJECT NO. STE14447

DATE: 11/10/2023

Project Name: City of Stephenville Development Review

Description of Services: Additional work to review development submittals including plats, development plans, drainage studies, traffic studies, site plans, and engineering plans for public infrastructure to substantiate compliance of development submittals with the City's adopted ordinances and standards.

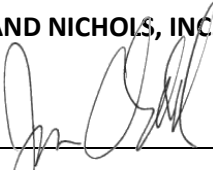
Compensation shall be amended as follows: A not to exceed amount of Thirty Thousand Dollars

Current Contract Amount:	\$271,000.00
Amount of this Amendment:	\$30,000.00
Revised Total Amount Authorized:	\$301,000.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF STEPHENVILLE, TEXAS

BY: 
Justin Oswald
Print Name

BY: _____

Print Name

TITLE: Associate

TITLE: _____

DATE: 11/10/23

DATE: _____

COMPENSATION

Normal Ra Item 8.

Compensation to FNI shall be computed on the basis of the following Schedule of Charges.

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	101	177
Professional 2	130	202
Professional 3	144	317
Professional 4	166	364
Professional 5	234	407
Professional 6	256	479
Construction Manager 1	119	162
Construction Manager 2	126	202
Construction Manager 3	152	206
Construction Manager 4	180	256
CAD Technician/Designer 1	90	123
CAD Technician/Designer 2	108	198
CAD Technician/Designer 3	155	252
Corporate Project Support 1	76	159
Corporate Project Support 2	87	224
Corporate Project Support 3	108	328
Intern / Coop	58	98

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10		Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

COMPENSATION

Compensation to FNI shall be computed on the basis of the following Schedule of Charges.

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Position	Hourly Rate	
	Min	Max
Professional 1	112	196
Professional 2	144	224
Professional 3	160	352
Professional 4	184	404
Professional 5	260	452
Professional 6	284	532
Construction Manager 1	132	180
Construction Manager 2	140	224
Construction Manager 3	168	228
Construction Manager 4	200	284
CAD Technician/Designer 1	100	136
CAD Technician/Designer 2	120	220
CAD Technician/Designer 3	172	280
Corporate Project Support 1	84	176
Corporate Project Support 2	96	248
Corporate Project Support 3	120	364
Intern / Coop	64	108

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10		Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
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Concept Proposal
By Main Street Advisory Board

An Historical Overlay for
Downtown
Stephenville, Texas

As Stephenville continues to grow, both as a regional shopping hub and through major residential growth, Stephenville citizens have come to recognize the historical importance and character of the downtown square and other downtown commercial areas. The downtown area includes many aspects of our early history – brick streets, and historic buildings dating back to early settlement in the area. The Stephenville Courthouse serves as a focal point visibly positioned in the heart of the downtown square.

While growth and progress are embraced by the community, there is also a strong desire to maintain our historic past and to enhance our downtown so that our citizens still maintain a hometown sense of community. It is apparent that many of our population chooses to shop in outlying communities that have developed and enhanced their historic downtowns. In order to grow more interest in shopping downtown (both from locals and regional shoppers), it is critical that the city of Stephenville develop guidelines to ensure that preservation efforts and property investments are protected by providing direction for future improvements. This can be accomplished by developing an Historical Overlay Plan that focuses on the design and character of development of the downtown square and other businesses that frame the area. An Historical Overlay Plan will

- Provide guidance to property owners and tenants about buildings, their historical significance, and how to maintain them.
- Include ways to address building design, repair, and rehabilitation issues.
- Set guidelines that will not be a rigid set of rules and will not require that buildings be restored to a specific historical period or style.
- Focus specifically on the Stephenville Downtown Historic District.

The Historical Overlay will put in place a design review process to determine if a proposed project meets approved criteria. These criteria will determine appropriateness of a project by addressing concerns such as:

1. Is the integrity of the individual historic structure preserved?
2. Are new buildings, renovations, or additions designed to be compatible with surrounding historic properties?
3. Is the overall character of the Historic Downtown District Overlay protected?

There is no “correct” process for developing an Historical Overlay. Many cities have used different approaches; however, it is critical to start the process to protect our downtown so that downtown is a safe, inviting place for visitors, residents, and workers.