



City Council Committee
Regular Meeting

Tuesday, April 21, 2026, 5:30 PM
City Hall Council Chambers
298 W Washington
Stephenville, Texas 76401

AGENDA

CALL TO ORDER

FINANCE COMMITTEE

David Baskett, chair; Gerald Cook, Dean Parr, Brandon Greenhaw

1. Consider Approval of Budget Amendments for Fiscal Year Ending September 30, 2026

PARKS AND LEISURE SERVICES COMMITTEE

Lonn Reisman, chair; Maddie Smith, David Baskett, Alan Nix

1. Consider Approval of Contract with Sullivan Contracting Services

DEVELOPMENT SERVICES COMMITTEE

Gerald Cook, chair; LeAnn Durfey, Maddie Smith, Brandon Greenhaw

1. Consider Recommendation of Ordinance Prohibiting the Establishment of New Vape Shops or Similar Establishments
2. Consider Recommendation Granting the Municipal Court Jurisdiction on Health and Safety and Nuisance Abatement Ordinances

PUBLIC HEALTH AND SAFETY COMMITTEE

Dean Parr, chair; LeAnn Durfey, Lonn Reisman, David Baskett

1. Consider Recommendation of Memorandum Of Agreement for the 287(g) Task Force Model
2. Consider Recommendation of Automated License Plate Reader Cameras – TxDOT Agreement
3. Consider Recommendation of MOA, Multi-Jurisdictional Special Operations Group (Region 8 SOG)

PUBLIC WORKS COMMITTEE

Alan Nix, chair; Gerald Cook, Dean Parr, David Baskett

1. Consider Proposal for SCADA Implementation in Nix Well Field
2. Consider the Professional Services Agreement for the Graham-Estes Stormwater Drainage Improvements Project
3. Consider Funding for Additional Water Meter Replacements in FY25-26

ADJOURN

EXECUTIVE SESSION NOTICE

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 Budget Amendments for Fiscal Year Ending September 30, 2026

DEPARTMENT: Finance

STAFF CONTACT: Monica D. Harris

RECOMMENDATION:

Staff recommend forwarding the ordinance amending the budget for fiscal year ending September 30, 2026 to Council with a position recommendation for approval on May 5, 2026.

FISCAL IMPACT SUMMARY:

Most of the budget adjustments are to carry over unspent-encumbered funds from FY 2024-2025 and to adjust project budgets to reflect the actual amount expended in FY 2024-2025 and the remaining balance for FY 2025-2026.

New budget items will affect fund balance in the following funds:

- General Fund - Fund Balance will decrease \$603,151
- Water and Wastewater Fund - Fund Balance will decrease \$281,250
- Hotel Occupancy Tax Fund - Fund Balance will decrease \$6,570

ALTERNATIVES

Not approve all or some of the budget amendments.

City of Stephenville
Statement of Activities All Funds
FY 2025-2026

	General Fund	Water Sewer Fund	Landfill Fund	Airport Fund	Storm Water Fund	Hotel Occupancy Tax Fund	Debt Service Fund	Capital Project Fund	TIF Special Revenue Fund	Non--Major Special Revenue Funds	Primary Government Total	Discrete Component Unit
Fund Balance 10/01	\$ 20,489,533	\$ 61,665,817	\$ 4,534,924	\$ 9,277,423	\$ 12,522,410	\$ 2,383,511	\$ 275,341	\$ 4,481,456	\$ 158,594	\$ 278,575	\$ 116,067,584	\$ 1,398,919
Revenues												
Taxes	18,421,659	-	-	-	-	1,018,274	252,480	-	869,565	-	20,561,978	772,000
Licenses & Permits	485,088	1,000	-	-	20,000	-	-	1,500	-	-	507,588	-
Fines & Forfeitures	233,440	-	-	-	-	-	-	-	-	21,380	254,820	-
Intergovernmental	617,318	-	-	100,000	-	-	-	-	-	3,350	720,668	-
Service Charges	1,189,705	13,022,592	1,775,175	128,610	1,454,904	69,754	-	12,500	-	-	17,653,240	-
Other Revenue	669,908	3,568,020	1,062,850	489,124	40,000	80,000	7,000	140,000	6,000	6,720	6,069,622	18,000
Total Revenue	21,617,118	16,591,612	2,838,025	717,734	1,514,904	1,168,028	259,480	154,000	875,565	31,450	45,767,916	790,000
Transfers In	1,763,925	194,631	-	597,064	-	-	821,450	3,755,949	-	-	7,133,019	-
Transfers Out	(4,353,013)	(1,328,450)	(189,858)	-	(440,248)	-	-	-	(821,450)	-	(7,133,019)	-
Expenditures												
Personnel Costs	15,907,063	2,503,732	348,995	97,064	-	70,583	-	-	-	-	18,927,437	394,200
Operating Expenditures	8,097,798	5,506,521	359,302	228,119	331,251	773,197	700	-	-	47,644	15,344,532	197,800
Economic Development Programs	-	-	-	-	-	-	-	-	-	-	-	160,000
Capital Expenditures	1,460,354	8,784,741	1,302,175	914,941	438,500	46,570	-	7,380,473	-	15,000	20,342,754	38,000
Debt Service	703,120	3,657,886	464,970	-	486,588	137,050	1,100,025	-	-	-	6,549,639	-
Total Expenditures	26,168,335	20,452,880	2,475,442	1,240,124	1,256,339	1,027,400	1,100,725	7,380,473	-	62,644	61,164,362	790,000
Net Revenues over(under) Expenditures	(7,140,305)	(4,995,087)	172,725	74,674	(181,683)	140,628	(19,795)	(3,470,524)	54,115	(31,194)	(15,396,446)	-
Invested in Capital Assets	-	8,784,741	1,302,175	914,941	438,500	-	-	-	-	-	11,440,357	-
Capital Assets Depreciation	-	(1,696,595)	(217,696)	(120,887)	(356,996)	-	-	-	-	-	(2,392,174)	-
Reduction in Debt	-	2,085,000	352,112	-	370,000	-	-	-	-	-	2,807,112	-
Estimated Fund Balance 9/30	\$ 13,349,228	\$ 65,843,876	\$ 6,144,240	\$ 10,146,151	\$ 12,792,231	\$ 2,524,139	\$ 255,546	\$ 1,010,932	\$ 212,709	\$ 247,381	\$ 112,526,433	\$ 1,398,919
Estimated Cash Balance 10/1	\$ 17,737,540	\$ 10,699,700	\$ 3,902,518	\$ 868,168	\$ 1,350,785	\$ 2,226,642	\$ 274,535	\$ 4,558,420	\$ 187,067	\$ 290,946	\$ 42,096,321	\$ 1,078,693
Net Revenues over(under) Expenditures	(7,140,305)	(4,995,087)	172,725	74,674	(181,683)	140,628	(19,795)	(3,470,524)	54,115	(31,194)	(15,396,446)	-
Estimated Cash Balance 9/30	10,597,235	5,704,613	4,075,243	942,842	1,169,102	2,367,270	254,740	1,087,896	241,182	259,752	26,699,875	1,078,693
Restricted:												
Operational Reserve	6,001,215	2,002,563	177,074	81,296	82,813	210,945	-	-	-	-	8,555,906	174,219
Debt Service	602,659	3,669,052	407,505	-	487,628	138,425	254,740	-	-	-	5,560,009	-
Airport Improvement	500,000	-	-	-	-	-	-	-	-	-	500,000	-
Grant Match	150,000	-	-	-	-	-	-	-	-	-	150,000	-
Fire Pumper Truck	400,000	-	-	-	-	-	-	-	-	-	400,000	-
Sports Venue Tax	-	-	-	-	-	535,983	-	-	-	-	535,983	-
Historical Preservation	-	-	-	-	-	152,741	-	-	-	-	152,741	-
Tourism and Visitor Bureau	-	-	-	-	-	1,329,176	-	-	-	-	1,329,176	-
College St-Belknap to Columbia	-	-	-	-	-	-	-	144,900	-	-	144,900	-
Capital Projects	-	-	-	-	-	-	-	942,996	-	-	942,996	-
Tax Increment Financing Projects	-	-	-	-	-	-	-	-	241,182	-	241,182	-
Child Safety	-	-	-	-	-	-	-	-	-	5,012	5,012	-
Court Technology	-	-	-	-	-	-	-	-	-	35,529	35,529	-
Court Building Security	-	-	-	-	-	-	-	-	-	31,035	31,035	-
Public Safety	-	-	-	-	-	-	-	-	-	188,176	188,176	-
SEDA Facility	-	-	-	-	-	-	-	-	-	-	-	25,000
Development Agreement	-	-	-	-	-	-	-	-	-	-	-	15,000
Economic Development Growth Fund	-	-	-	-	-	-	-	-	-	-	-	220,000
Community Development Growth Fund	-	-	-	-	-	-	-	-	-	-	-	455,000
Economic Development	-	-	-	-	-	-	-	-	-	-	-	189,474
Estimated Unrestricted Cash Balance 9/30	\$ 2,943,361	\$ 32,998	\$ 3,490,664	\$ 861,546	\$ 598,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,927,230	\$ -



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15722 - Budget Amendments 1 FY 25-26

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000276	COUNCIL ADOPTED	Expenditures for new Development Services offices	5/5/2026

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-203-53330.00000	COMPUTER SUPPLIES	Expenditures for new Development Services offices	117,471	1,973	119,444
01-801-52311.00000	RENTAL	Expenditures for new Development Services offices	-	31,873	31,873
01-801-52510.00000	UTILITIES	Expenditures for new Development Services offices	-	3,000	3,000
01-801-53140.00000	OFFICE SUPPLIES	Expenditures for new Development Services offices	2,100	17,508	19,608
01-801-54210.00000	BUILDING MAINTENANCE	Expenditures for new Development Services offices	-	23,288	23,288

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000277	COUNCIL ADOPTED	Unanticipated building improvements for City Hall	5/5/2026

Summary Description: 2nd floor bathroom exhaust fans \$2,350
 Power Connection for Server room \$5,156
 Power Connection for A/C feeding Server room \$7,577
 Power connections were alternative to generator; grant of \$75K would not cover \$217K - \$341K cost.

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-105-55200.00000	BUILDING IMPROVEMENTS	Unanticipated building improvements for City Hall	-	15,083	15,083

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000278	COUNCIL ADOPTED	Carryover encumbered and unspent funds from FY 25	5/5/2026

Summary Description: PO 2025-13796 Quality Floors Replace MSC flooring
 PO 2025-13802 Coots Painting & Construction to paint MSC

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-106-55200.00000	BUILDING IMPROVEMENTS	Carryover FY 24-25 unspent capital budget	22,500	52,572	75,072

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000279	COUNCIL ADOPTED	Carryover encumbered and unspent funds from FY 25	5/5/2026

Summary Description: Tyler Executime Time and Attendance PO 2023-12425

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-201-54160.00000	COMPUTER MAINTENANCE	Carryover encumbered but unspent funds from FY 25	128,356	35,403	163,759
01-201-55160.00000	COMPUTER EQUIPMENT	Carryover encumbered but unspent funds from FY 25	-	35,330	35,330

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000280	COUNCIL ADOPTED	Increase in allocation - Appraisal District Budget	5/5/2026

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-204-52532.00000	OUTSIDE PROF.-ECAD	Increase in allocation - Appraisal District Budget	240,832	11,235	252,067



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15722 - Budget Amendments 1 FY 25-26

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000281	COUNCIL ADOPTED	Weather related damages to Splashville	5/5/2026

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-45200.00000	INSURANCE PROCEEDS	Weather related damages to Splashville	-	(41,219)	(41,219)
01-507-54210.00000	BUILDING MAINTENANCE	Weather related damages to Splashville	10,000	41,219	51,219

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000282	COUNCIL ADOPTED	TIFMAS deployments Oct 2025 through January 2026	5/5/2026

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-43500.00000	GRANTS	TIFMAS deployments Oct 2025 through January 2026	-	(284,653)	(284,653)
01-601-51120.00000	OVERTIME	TIFMAS deployments Oct 2025 through January 2026	464,017	192,816	656,833
01-601-52590.00000	DEPLOYMENT COSTS	TIFMAS deployments Oct 2025 through January 2026	-	20,837	20,837
01-601-54110.00000	VEHICLE MAINTENANCE	TIFMAS deployments Oct 2025 through January 2026	75,000	71,000	146,000

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000283	COUNCIL ADOPTED	Carryover encumbered and unspent funds FY 25	5/5/2026

Summary Description: PO 2025-13379 Motorola Solutions Rapid Notification Upgrade

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-601-54160.00000	COMPUTER MAINTENANCE	Carryover encumbered but unspent funds FY 25	29,060	6,220	35,280

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000284	COUNCIL ADOPTED	Carryover encumbered and unspent funds FY 25	5/5/2026

Summary Description: PO 2025-13773 Galls LLC Body Armor (grant)

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-701-53161.00000	BODY ARMOR	Carryover encumbered but unspent funds FY 25	-	18,213	18,213

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000285	COUNCIL ADOPTED	Adjust Tax Note Series 2026 issuance	5/5/2026

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-002-55281.00000	WATER TANKS	Adjust Tax Note Series 2026 issuance	3,110,750	187,336	3,298,086
02-45600.00000	BOND PROCEEDS	Adjust Tax Note Series 2026 issuance	(3,000,000)	(240,000)	(3,240,000)
02-901-56110.00000	ISSUE COSTS	Adjust Tax Note Series 2026 issuance	-	52,664	52,664

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000286	COUNCIL ADOPTED	Reclassify maintenance to capital improvement	5/5/2026

Summary Description: Dunson Well #1

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-001-54235.00000	WATER FACILITY MAINTENANCE	Reclassify maintenance to capital improvement	200,000	(19,432)	180,568
02-001-55235.00000	WELLS	Reclassify maintenance to capital improvement	-	19,432	19,432



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15722 - Budget Amendments 1 FY 25-26

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000287	COUNCIL ADOPTED	Carryover encumbered and unspent funds from FY 25	5/5/2026
Summary Description: PO 2025-13777 NewGen Strategies Water and Sewer rate study			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-020-52531.00000	OUTSIDE PROFESSIONALS	Carryover encumbered but unspent funds from FY 25	27,500	20,951	48,451

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000288	COUNCIL ADOPTED	Insurance proceeds from damage to Airport Terminal	5/5/2026
Summary Description:			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
04-040-54210.00000	BUILDING MAINTENANCE	Insurance proceeds from damage to Airport Terminal	1,000	35,769	36,769
04-45200.00000	INSURANCE PROCEEDS	Insurance proceeds from damage to Airport Terminal	-	(35,769)	(35,769)

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000289	COUNCIL ADOPTED	Website module and configuration for online sales	5/5/2026
Summary Description:			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
07-070-54160.00000	COMPUTER MAINTENANCE	Website module and configuration for online sales	-	6,570	6,570

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000290	COUNCIL ADOPTED	Additional funds to replace aging meters & radios	5/5/2026
Summary Description:			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-003-54236.00000	METER MAINTENANCE	Additional funds to replace aging meters & radios	108,147	120,000	228,147

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000291	COUNCIL ADOPTED	Carryover over encumbered and unspent funds FY 25	5/5/2026
Summary Description: PO 2023-12323 Jacob and Martin LLC Courthouse Brick Street Project Design \$52,031 PO 2024-13213 Jay Mills Contracting City Park Parking Lot Resurfacing Phase I \$12,875			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-402-55250.00000	STREETS	Carryover over encumbered and unspent funds FY 25	-	64,906	64,906

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000292	COUNCIL ADOPTED	Carryover unspent funds from FY 25	5/5/2026
Summary Description: Bosque River Trail Repairs			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-501-55272.00000	PARK IMPROVEMENTS	Carryover unspent funds from FY 25	105,000	75,000	180,000

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000293	COUNCIL ADOPTED	Carryover unspent funds FY 25	5/5/2026
Summary Description: LED Lighting Retrofit \$3,000 New Accessible Ramp \$10,000			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-504-55200.00000	BUILDING IMPROVEMENTS	Carryover unspent	12,000	13,000	25,000



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15722 - Budget Amendments 1 FY 25-26

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000294 COUNCIL ADOPTED Carryover encumbered and unspent funds FY 25 5/5/2026
Summary Description: PO 2025-13547 Martin's Office Supply Acoustic Panel for Legacy Center

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-506-55200.00000	BUILDING IMPROVEMENTS	Carryover encumbered and unspent funds FY 25	-	6,760	6,760

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000295 COUNCIL ADOPTED Carryover encumbered and unspent funds FY 25 5/5/2026
Summary Description: Patrol vehicles and upfitting Upfitting ASO Truck

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-701-55110.00000	VEHICLE	Carryover encumbered and unspent funds FY 25	279,930	148,073	428,003

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000296 COUNCIL ADOPTED Increase carryover for unspent bond proceeds 5/5/2026
Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-000-55276.20220	WATER & SEWER LINE IMPROVE	Increase carryover for unspent bond proceeds	91,927	580,855	672,782

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000297 COUNCIL ADOPTED Carryover encumbered and unspent funds FY 25 5/5/2026
Summary Description: PO 2025-13456 Provenance Engineering Lillian Pump Station Phase II Professional Services \$108,050 less \$90,750 already carried over in budget

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-002-55281.00000	WATER TANKS	Carryover encumbered and unspent funds FY 25	3,110,750	17,300	3,128,050

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000298 COUNCIL ADOPTED City Park Sewer Improvements 5/5/2026
Summary Description: Council approved award of bid 3350 12/2/2025

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-011-55270.00000	SEWERLINE IMPROVEMENTS	City Park Sewer Improvements	-	161,250	161,250

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000299 COUNCIL ADOPTED Carryover encumbered and unspent fund FY 25 4/16/2026
Summary Description: PO 2022-11946 Parkhill Smith & Cooper EastSide Sewer Phase I \$13,408
 PO 10709 Public Management Eastside Sewer Phase I \$2,500
 PO 2023-12455 MH Civil Constructors Eastside Sewer Phase I \$779,806

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-011-55270.20180	SEWER LINE REPLACEMENT	Carryover encumbered and unspent fund FY 25	1,750,000	795,714	2,545,714

Adjustment Number **Budget Code** **Description** **Adjustment Date**
 BA0000300 COUNCIL ADOPTED Carryover encumbered and unspent funds FY 25 5/5/2026
Summary Description: PO 2025-13275 Provenance Engineering City Park 21-inch Sewer Line Replacement Professional Services

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-011-55276.00000	WATER&SEWER LINE REPLACEM	Carryover encumbered and unspent funds FY 25	-	4,750	4,750



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15722 - Budget Amendments 1 FY 25-26

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000301	COUNCIL ADOPTED	Carryover encumbered and unspent fund FY 25	5/5/2026
Summary Description: PO 2024-12825 Provenance Engineering WWTP Equipment Replacement \$20,120 PO 2025-13760 Smith Pump Co Removal and Inspection of Self-Priming Pump \$7,625 PO 2025-13767 Aims Companies Cleaning of WWTP Aeration Basins \$24,700			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
02-012-55140.00000	EQUIPMENT MAINTENANCE	Carryover encumbered and unspent fund FY 25	1,320,000	52,445	1,372,445

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000302	COUNCIL ADOPTED	Carryover encumbered and unspent funds FY 25	5/5/2026
Summary Description: PO 2024-13214 Provenance Engineering Chamberlin Improvements Professional Services \$4,750 PO 2024-13215 Provenance Engineering River Drainage Project Professional Services \$3,750			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
05-050-55231.00000	STORM WATER DRAINAGE CONS	Carryover encumbered and unspent funds FY 25	430,000	8,500	438,500

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000303	COUNCIL ADOPTED	Carryover encumbered and unspent fund FY 25	5/5/2026
Summary Description: Unspent 2022 bond proceeds and interest for Ballfield Project			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
10-501-55272.00000	PARK IMPROVEMENTS	Carryover encumbered and unspent fund FY 25	-	937,953	937,953

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000304	COUNCIL ADOPTED	Carryover encumbered and unspent funds FY 25	5/5/2026
Summary Description: Police traffic unit motorcycle trailer			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
13-130-55140.00000	OTHER EQUIPMENT	Carryover encumbered and unspent funds FY 25	-	15,000	15,000

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000305	COUNCIL ADOPTED	Preliminary Development Budget for City Hall	5/5/2026
Summary Description:			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
01-900-59010.00000	TRANSFER OUT TO CAPITAL PRO	Preliminary Development Budget for City Hall	3,256,758	499,191	3,755,949
10-102-55210.00000	BUILDINGS	Preliminary Development Budget for City Hall	-	499,191	499,191
10-49000.00000	TRANSFERS FROM OTHER FUND:	Preliminary Development Budget for City Hall	(3,256,758)	(499,191)	(3,755,949)

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000306	COUNCIL ADOPTED	Carryover encumbered but unspent funds FY 25	5/5/2026
Summary Description: PO 2025-13411 KSA Engineering Airport Layout Plan			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
04-040-55230.20250	AIRPORT IMPROVEMENTS	Carryover encumbered but unspent funds FY 25	-	32,918	32,918



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15722 - Budget Amendments 1 FY 25-26

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
COUNCIL ADOPTED	COUNCIL ADOPTED	01-105-55200.00000	BUILDING IMPROVEMENTS	-	15,083	15,083
		01-106-55200.00000	BUILDING IMPROVEMENTS	22,500	52,572	75,072
		01-201-54160.00000	COMPUTER MAINTENANCE	128,356	35,403	163,759
		01-201-55160.00000	COMPUTER EQUIPMENT	-	35,330	35,330
		01-203-53330.00000	COMPUTER SUPPLIES	117,471	1,973	119,444
		01-204-52532.00000	OUTSIDE PROF.-ECAD	240,832	11,235	252,067
		01-402-55250.00000	STREETS	-	64,906	64,906
		01-43500.00000	GRANTS	-	(284,653)	(284,653)
		01-45200.00000	INSURANCE PROCEEDS	-	(41,219)	(41,219)
		01-501-55272.00000	PARK IMPROVEMENTS	105,000	75,000	180,000
		01-504-55200.00000	BUILDING IMPROVEMENTS	12,000	13,000	25,000
		01-506-55200.00000	BUILDING IMPROVEMENTS	-	6,760	6,760
		01-507-54210.00000	BUILDING MAINTENANCE	10,000	41,219	51,219
		01-601-51120.00000	OVERTIME	464,017	192,816	656,833
		01-601-52590.00000	DEPLOYMENT COSTS	-	20,837	20,837
		01-601-54110.00000	VEHICLE MAINTENANCE	75,000	71,000	146,000
		01-601-54160.00000	COMPUTER MAINTENANCE	29,060	6,220	35,280
		01-701-53161.00000	BODY ARMOR	-	18,213	18,213
		01-701-55110.00000	VEHICLE	279,930	148,073	428,003
		01-801-52311.00000	RENTAL	-	31,873	31,873
		01-801-52510.00000	UTILITIES	-	3,000	3,000
		01-801-53140.00000	OFFICE SUPPLIES	2,100	17,508	19,608
		01-801-54210.00000	BUILDING MAINTENANCE	-	23,288	23,288
		01-900-59010.00000	TRANSFER OUT TO CAPITAL PROJ	3,256,758	499,191	3,755,949
		02-000-55276.20220	WATER & SEWER LINE IMPROVEMENT	91,927	580,855	672,782
		02-001-54235.00000	WATER FACILITY MAINTENANCE	200,000	(19,432)	180,568
		02-001-55235.00000	WELLS	-	19,432	19,432
		02-002-55281.00000	WATER TANKS	3,110,750	204,636	3,315,386
		02-003-54236.00000	METER MAINTENANCE	108,147	120,000	228,147
		02-011-55270.00000	SEWERLINE IMPROVEMENTS	-	161,250	161,250
		02-011-55270.20180	SEWER LINE REPLACEMENT	1,750,000	795,714	2,545,714
		02-011-55276.00000	WATER&SEWER LINE REPLACEMENT	-	4,750	4,750
		02-012-55140.00000	EQUIPMENT MAINTENANCE	1,320,000	52,445	1,372,445
		02-020-52531.00000	OUTSIDE PROFESSIONALS	27,500	20,951	48,451
		02-45600.00000	BOND PROCEEDS	(3,000,000)	(240,000)	(3,240,000)
		02-901-56110.00000	ISSUE COSTS	-	52,664	52,664
		04-040-54210.00000	BUILDING MAINTENANCE	1,000	35,769	36,769
		04-040-55230.20250	AIRPORT IMPROVEMENTS	-	32,918	32,918
		04-45200.00000	INSURANCE PROCEEDS	-	(35,769)	(35,769)
		05-050-55231.00000	STORM WATER DRAINAGE CONSTRUCT	430,000	8,500	438,500
		07-070-54160.00000	COMPUTER MAINTENANCE	-	6,570	6,570
		10-102-55210.00000	BUILDINGS	-	499,191	499,191
		10-49000.00000	TRANSFERS FROM OTHER FUNDS	(3,256,758)	(499,191)	(3,755,949)
		10-501-55272.00000	PARK IMPROVEMENTS	-	937,953	937,953
		13-130-55140.00000	OTHER EQUIPMENT	-	15,000	15,000
Grand Total:				5,525,590	3,812,834	9,338,424



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15722 - Budget Amendments 1 FY 25-26

Fund Summary

Fund	Before	Adjustment	After
Budget Code:COUNCIL ADOPTED - COUNCIL ADOPTED Fiscal: 2025-2026			
01	4,743,024	1,058,628	5,801,652
02	3,608,324	1,753,265	5,361,589
04	1,000	32,918	33,918
05	430,000	8,500	438,500
07	-	6,570	6,570
10	(3,256,758)	937,953	(2,318,805)
13	-	15,000	15,000
Grand Total:	<u>5,525,590</u>	<u>3,812,834</u>	<u>9,338,424</u>

SUBJECT: Consider approval of Contract with Sullivan Contracting Services

DEPARTMENT: Parks and Leisure Services

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

SUMMARY:

Consider approval of a contract with Sullivan Contracting Services LLC for repairs to the Splashville building following damage sustained during a recent winter storm. The total estimated cost for repairs is \$55,625. To date, the City has received \$41,219.13 from the insurance claim associated with this damage.

STAFF RECOMENDATION:

Staff recommends approval of the full contract with Sullivan Contracting Services LLC and authorization to proceed with the proposed repairs. Staff will actively oversee the project and make adjustments to the scope of work as needed throughout the process to ensure flexibility and alignment with any potential changes in the future use of the facility.

BACKGROUND:

The Splashville building sustained damage during a winter storm event, necessitating repairs to restore functionality and preserve the facility. Sullivan Contracting Services LLC has provided a repair estimate of \$55,625.

Due to the evolving nature of both the facility's needs and potential future use considerations, the project will be sequenced in a manner that allows for flexibility. This approach enables staff to evaluate each repair component and determine whether certain items should be completed or potentially removed from the scope as decisions are made.

Staff will continue to coordinate with Texas Municipal League adjusters to assess the claim and pursue any additional eligible reimbursements should project scope adjustments warrant further review.

FISCAL IMPACT SUMMARY:

The total estimated project cost is \$55,625, with \$41,219.13 already received through the insurance claim. Staff will work closely with Sullivan Contracting Services LLC and Texas Municipal League to minimize any additional financial impact to the City. Efforts will be made to ensure that costs beyond the claim amount are limited and justified based on necessary repairs and approved scope adjustments.



Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

Insured: City of Stephenville
Business: 298 W Washington St
Stephenville, TX 76401
Property: 850 S Graham
Stephenville, TX 76401

Business: (254) 918-1221
E-mail: struss@stephenvilletx.gov

Claim Rep.: Lisa Kutch

Business: PO Box 149194
Austin, TX 78714

Company: Texas Municipal League Intergovernmental Risk

Business: (512) 491-2412
E-mail: lkutch@tmlirp.org

Estimator: Rob Hill
Position: Executive General Adjuster
Company: Cavalry Claims

Business: (817) 401-0009
E-mail: rob@cavalry-claims.com

Reference:
Company: Texas Municipal League Intergovernmental Risk
Pool
Business: PO Box 149194
Austin, TX 78714

Business: (512) 491-2300

Claim Number: TX256417

Policy Number: 4175

Type of Loss: Freeze

Date Contacted: 2/3/2026 2:43 PM
Date of Loss: 1/28/2026 12:00 AM
Date Inspected: 2/5/2026 9:00 AM
Date Est. Completed: 3/11/2026 11:14 AM

Date Received: 2/3/2026 2:02 PM
Date Entered: 2/3/2026 2:38 PM

Price List: TXDF8X_MAR26
Restoration/Service/Remodel
Estimate: CITY_OF_STEPHENVILL2

The estimate of damage has been prepared by an independent adjuster, not the risk pool. This is an estimate of damage only and not an offer of settlement. This appraisal is subject to review and approval by the risk pool. This is not an authorization of repair, nor is it a guarantee of payment. Any hidden or undiscovered damage should be brought to the risk pool's attention upon discovery and any additional work must be approved.



Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

CITY_OF_STEPHENVILL2
ID #129 850 Graham Ave - Bath House



Office

Height: 11'

573.83 SF Walls
728.01 SF Walls & Ceiling
17.13 SY Flooring
52.17 LF Ceil. Perimeter

154.18 SF Ceiling
154.18 SF Floor
52.17 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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Content Manipulation

1. Contents - move out then reset	1.00 EA	86.73	0.00	17.34	104.07	(0.00)	104.07
2. Floor protection - plastic and tape - 10 mil	154.18 SF	0.39	0.00	12.02	72.15	(0.00)	72.15

Drywall Ceiling

3a. Remove Batt insulation - 6" - R19 - paper / foil faced	154.18 SF	0.37	0.00	11.42	68.47	(0.00)	68.47
3b. Batt insulation - 6" - R19 - paper / foil faced	154.18 SF	1.54	0.00	47.48	284.92	(10.59)	274.33
4a. Remove 5/8" drywall - hung, taped, ready for texture	154.18 SF	0.51	0.00	15.72	94.35	(0.00)	94.35
4b. 5/8" drywall - hung, taped, ready for texture	154.18 SF	3.08	0.00	94.98	569.85	(7.81)	562.04
5. Texture drywall - light hand texture	154.18 SF	1.36	0.00	41.94	251.62	(0.93)	250.69
6. Seal/prime (1 coat) then paint (1 coat) the ceiling	154.18 SF	1.36	0.00	41.94	251.62	(18.50)	233.12
7. Paint the ceiling - one coat	154.18 SF	0.95	0.00	29.30	175.77	(13.88)	161.89
8. Seal & paint attic access exterior panel*	1.00 EA	54.57	0.00	10.92	65.49	(5.82)	59.67
9a. Remove Attic entrance cover and trim	1.00 EA	9.53	0.00	1.90	11.43	(0.00)	11.43
9b. Attic entrance cover and trim	1.00 EA	101.28	0.00	20.26	121.54	(1.86)	119.68
10a. Remove Trim board - 1" x 4" - installed (pine)	52.17 LF	0.49	0.00	5.12	30.68	(0.00)	30.68
10b. Trim board - 1" x 4" - installed (pine)	52.17 LF	4.45	0.00	46.44	278.60	(7.44)	271.16
11. Seal (1 coat) & paint (1 coat) trim	52.17 LF	2.07	0.00	21.60	129.59	(4.17)	125.42

Walls

12. Conference room camera and mounting equ. - Detach & reset	1.00 EA	62.62	0.00	12.52	75.14	(0.00)	75.14
13. Paint masonry	573.83 SF	1.04	0.00	119.36	716.14	(77.47)	638.67

Windows

14. Clean door / window opening per EA (per side)	2.00 EA	20.08	0.00	8.04	48.20	(0.00)	48.20
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Baseboard

15a. Remove Cove base molding - rubber or vinyl, 6" high	52.17 LF	0.39	0.00	4.08	24.43	(0.00)	24.43
15b. Cove base molding - rubber or vinyl, 6" high	52.17 LF	3.52	0.00	36.72	220.36	(26.09)	194.27

Cleaning

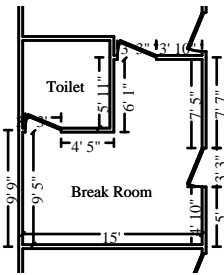


Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

CONTINUED - Office

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
16. Final cleaning - construction - Commercial	154.18 SF	0.31	0.00	9.56	57.36	(0.00)	57.36
Totals: Office			0.00	608.66	3,651.78	174.56	3,477.22



Break Room

Height: 11'

671.00 SF Walls	186.11 SF Ceiling
857.11 SF Walls & Ceiling	186.11 SF Floor
20.68 SY Flooring	61.00 LF Floor Perimeter
61.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Content Manipulation							
17. Contents - move out then reset	1.00 EA	86.73	0.00	17.34	104.07	(0.00)	104.07
18. Floor protection - plastic and tape - 10 mil	186.11 SF	0.39	0.00	14.52	87.10	(0.00)	87.10
Drywall Ceiling							
19a. Remove Batt insulation - 6" - R19 - unfaced batt	186.11 SF	0.37	0.00	13.78	82.64	(0.00)	82.64
19b. Batt insulation - 6" - R19 - unfaced batt	186.11 SF	1.34	0.00	49.88	299.27	(10.17)	289.10
20a. Remove 5/8" drywall - hung, taped, ready for texture	186.11 SF	0.51	0.00	18.98	113.90	(0.00)	113.90
20b. 5/8" drywall - hung, taped, ready for texture	186.11 SF	3.08	0.00	114.64	687.86	(9.43)	678.43
21. Texture drywall - light hand texture	186.11 SF	1.36	0.00	50.62	303.73	(1.12)	302.61
22. Seal/prime (1 coat) then paint (1 coat) the ceiling	186.11 SF	1.36	0.00	50.62	303.73	(22.33)	281.40
23. Paint the ceiling - one coat	186.11 SF	0.95	0.00	35.36	212.16	(16.75)	195.41
24a. Remove Attic entrance cover and trim	1.00 EA	9.53	0.00	1.90	11.43	(0.00)	11.43
24b. Attic entrance cover and trim	1.00 EA	101.28	0.00	20.26	121.54	(1.86)	119.68
25. Seal & paint attic access exterior panel*	1.00 EA	54.57	0.00	10.92	65.49	(5.82)	59.67
26a. Remove Trim board - 1" x 4" - installed (pine)	61.00 LF	0.49	0.00	5.98	35.87	(0.00)	35.87
26b. Trim board - 1" x 4" - installed (pine)	61.00 LF	4.45	0.00	54.30	325.75	(8.70)	317.05
27. Seal (1 coat) & paint (1 coat) trim	61.00 LF	2.07	0.00	25.26	151.53	(4.88)	146.65

Walls

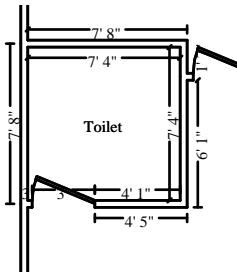


Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

CONTINUED - Break Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
28. Paint masonry	671.00 SF	1.04	0.00	139.56	837.40	(90.59)	746.81
Baseboard							
29a. Remove Cove base molding - rubber or vinyl, 6" high	61.00 LF	0.39	0.00	4.76	28.55	(0.00)	28.55
29b. Cove base molding - rubber or vinyl, 6" high	61.00 LF	3.52	0.00	42.94	257.66	(30.50)	227.16
Cleaning							
30. Final cleaning - construction - Commercial	186.11 SF	0.31	0.00	11.54	69.23	(0.00)	69.23
Totals: Break Room			0.00	683.16	4,098.91	202.15	3,896.76



Toilet

Height: 11'

- 321.75 SF Walls
- 375.22 SF Walls & Ceiling
- 5.94 SY Flooring
- 29.25 LF Ceil. Perimeter
- 53.47 SF Ceiling
- 53.47 SF Floor
- 29.25 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Content Manipulation							
31. Contents - move out then reset	1.00 EA	86.73	0.00	17.34	104.07	(0.00)	104.07
32. Floor protection - plastic and tape - 10 mil	53.47 SF	0.39	0.00	4.18	25.03	(0.00)	25.03
Drywall Ceiling							
33a. Remove Batt insulation - 6" - R19 - unfaced batt	53.47 SF	0.37	0.00	3.96	23.74	(0.00)	23.74
33b. Batt insulation - 6" - R19 - unfaced batt	53.47 SF	1.34	0.00	14.34	85.99	(2.92)	83.07
34a. Remove 5/8" drywall - hung, taped, ready for texture	53.47 SF	0.51	0.00	5.46	32.73	(0.00)	32.73
34b. 5/8" drywall - hung, taped, ready for texture	53.47 SF	3.08	0.00	32.94	197.63	(2.71)	194.92
35. Texture drywall - light hand texture	53.47 SF	1.36	0.00	14.54	87.26	(0.32)	86.94
36. Seal/prime (1 coat) then paint (1 coat) the ceiling	53.47 SF	1.36	0.00	14.54	87.26	(6.42)	80.84
37. Paint the ceiling - one coat	53.47 SF	0.95	0.00	10.16	60.96	(4.81)	56.15
38a. Remove Trim board - 1" x 4" - installed (pine)	29.25 LF	0.49	0.00	2.86	17.19	(0.00)	17.19
38b. Trim board - 1" x 4" - installed (pine)	29.25 LF	4.45	0.00	26.04	156.20	(4.17)	152.03

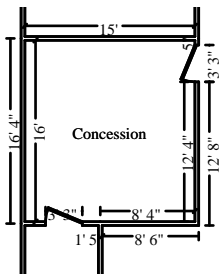


Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

CONTINUED - Toilet

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
39. Seal (1 coat) & paint (1 coat) trim	29.25 LF	2.07	0.00	12.12	72.67	(2.34)	70.33
Walls							
40. Paint masonry	321.75 SF	1.04	0.00	66.92	401.54	(43.44)	358.10
Baseboard							
41a. Remove Cove base molding - rubber or vinyl, 6" high	29.25 LF	0.39	0.00	2.28	13.69	(0.00)	13.69
41b. Cove base molding - rubber or vinyl, 6" high	29.25 LF	3.52	0.00	20.60	123.56	(14.63)	108.93
Cleaning							
42. Final cleaning - construction - Commercial	53.47 SF	0.31	0.00	3.32	19.90	(0.00)	19.90
Totals: Toilet			0.00	251.60	1,509.42	81.76	1,427.66



Concession

Height: 11'

682.00 SF Walls	240.00 SF Ceiling
922.00 SF Walls & Ceiling	240.00 SF Floor
26.67 SY Flooring	62.00 LF Floor Perimeter
62.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Content Manipulation							
43. Contents - move out then reset	1.00 EA	86.73	0.00	17.34	104.07	(0.00)	104.07
44. Refrigerator - Remove & reset	1.00 EA	63.36	0.00	12.68	76.04	(0.00)	76.04
Drywall Ceiling							
45a. Remove Batt insulation - 6" - R19 - paper / foil faced	240.00 SF	0.37	0.00	17.76	106.56	(0.00)	106.56
45b. Batt insulation - 6" - R19 - paper / foil faced	240.00 SF	1.54	0.00	73.92	443.52	(16.48)	427.04
46a. Remove 5/8" drywall - hung, taped, ready for texture	240.00 SF	0.51	0.00	24.48	146.88	(0.00)	146.88
46b. 5/8" drywall - hung, taped, ready for texture	240.00 SF	3.08	0.00	147.84	887.04	(12.16)	874.88
47. Texture drywall - light hand texture	240.00 SF	1.36	0.00	65.28	391.68	(1.44)	390.24
48. Seal/prime (1 coat) then paint (1 coat) the ceiling	240.00 SF	1.36	0.00	65.28	391.68	(28.80)	362.88
49. Paint the ceiling - one coat	240.00 SF	0.95	0.00	45.60	273.60	(21.60)	252.00
50a. Remove Attic entrance cover and trim	1.00 EA	9.53	0.00	1.90	11.43	(0.00)	11.43

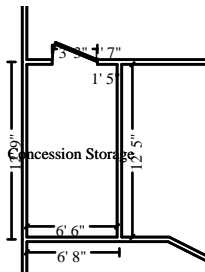


Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

CONTINUED - Concession

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
50b. Attic entrance cover and trim	1.00 EA	101.28	0.00	20.26	121.54	(1.86)	119.68
51. Seal & paint attic access exterior panel*	1.00 EA	54.57	0.00	10.92	65.49	(5.82)	59.67
52a. Remove Trim board - 1" x 4" - installed (pine)	62.00 LF	0.49	0.00	6.08	36.46	(0.00)	36.46
52b. Trim board - 1" x 4" - installed (pine)	62.00 LF	4.45	0.00	55.18	331.08	(8.85)	322.23
53. Seal (1 coat) & paint (1 coat) trim	62.00 LF	2.07	0.00	25.66	154.00	(4.96)	149.04
Walls							
54. Camera and mounting equ. - Detach & reset*	2.00 EA	62.62	0.00	25.04	150.28	(0.00)	150.28
55. Paint masonry	682.00 SF	1.04	0.00	141.86	851.14	(92.07)	759.07
Baseboard							
56a. Remove Cove base molding - rubber or vinyl, 6" high	62.00 LF	0.39	0.00	4.84	29.02	(0.00)	29.02
56b. Cove base molding - rubber or vinyl, 6" high	62.00 LF	3.52	0.00	43.64	261.88	(31.00)	230.88
Cabinetry							
57a. Re-skin toe kick	17.00 LF	2.33	0.00	7.92	47.53	(0.00)	47.53
57b. Re-skin toe kick	17.00 LF	9.43	0.00	32.06	192.37	(0.00)	192.37
58. Paint toe kick	17.00 LF	1.24	0.00	4.22	25.30	(0.00)	25.30
Flooring							
59a. Remove Vinyl tile	25.00 SF	1.41	0.00	7.06	42.31	(0.00)	42.31
59b. Vinyl tile	25.00 SF	4.10	0.00	20.50	123.00	(11.80)	111.20
Cleaning							
60. Final cleaning - construction - Commercial	240.00 SF	0.31	0.00	14.88	89.28	(0.00)	89.28
Totals: Concession			0.00	892.20	5,353.18	236.84	5,116.34



Concession Storage

Height: 11'

415.81 SF Walls	80.51 SF Ceiling
496.32 SF Walls & Ceiling	80.51 SF Floor
8.95 SY Flooring	37.80 LF Floor Perimeter
37.80 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Content Manipulation							



Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

CONTINUED - Concession Storage

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
61. Contents - move out then reset	1.00 EA	86.73	0.00	17.34	104.07	(0.00)	104.07
62. Freezer - Remove & reset	1.00 EA	63.36	0.00	12.68	76.04	(0.00)	76.04
Walls							
63. Paint masonry	415.81 SF	1.04	0.00	86.48	518.92	(56.13)	462.79
Cabinetry							
64. Material Only Shelving - in place*	9.60 LF	7.63	0.00	14.66	87.91	(0.00)	87.91
65. Seal & paint wood shelving*	9.60 LF	6.49	0.00	12.46	74.76	(3.22)	71.54
66. Carpenter - Finish, Trim / Cabinet - per hour	5.00 HR	86.66	0.00	86.66	519.96	(0.00)	519.96
Labor hours to repair the lower wood shelves							
Baseboard							
67a. Remove Cove base molding - rubber or vinyl, 6" high	37.80 LF	0.39	0.00	2.94	17.68	(0.00)	17.68
67b. Cove base molding - rubber or vinyl, 6" high	37.80 LF	3.52	0.00	26.62	159.68	(18.90)	140.78
Flooring							
68a. Remove Vinyl tile	80.51 SF	1.41	0.00	22.70	136.22	(0.00)	136.22
68b. Vinyl tile	80.51 SF	4.10	0.00	66.02	396.11	(38.00)	358.11
Cleaning							
69. Final cleaning - construction - Commercial	80.51 SF	0.31	0.00	5.00	29.96	(0.00)	29.96
Totals: Concession Storage			0.00	353.56	2,121.31	116.25	2,005.06

Electrical

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
70. Sullivan Contracting Services*	1.00 EA	20,859.48	0.00	0.00	20,859.48	(0.00)	20,859.48
Estimate from Sullivan Contractors to provide the necessary labor and materials to remove water damaged light fixtures, switches and breakers, and replace with new fixtures.							
Includes:							
-One Mobilization for All Demo							
-Second Mobilization for All Trim Out							
-The New Fixtures to be LED							
-Removal and Disposal if the Existing Fixtures							
Totals: Electrical			0.00	0.00	20,859.48	0.00	20,859.48



Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

HVAC

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
71. Sullivan Contracting Services*	1.00 EA	731.91	0.00	0.00	731.91	(0.00)	731.91
Estimate from Sullivan Contractors to provide all necessary labor & materials to replace/repair damaged HVAC duct, boots & grills.							
Totals: HVAC			0.00	0.00	731.91	0.00	731.91

Men's Restroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
72. Painting - Minimum Charge - Labor and Material	1.00 EA	355.96	0.00	71.20	427.16	(0.00)	427.16
Includes: One gallon of latex paint and 3 hours labor to repaint section of the painted truss							
Totals: Men's Restroom			0.00	71.20	427.16	0.00	427.16

Front Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
73. Sullivan Contracting Services*	1.00 EA	2,488.50	0.00	0.00	2,488.50	(0.00)	2,488.50
Estimate from Sullivan Contractors to demo & replace approximately (30) CMU blocks where necessary for plumbing repairs.							
74a. Remove Drinking fountain with cooler	1.00 EA	100.44	0.00	20.08	120.52	(0.00)	120.52
74b. Drinking fountain with cooler	1.00 EA	1,267.70	0.00	253.54	1,521.24	(402.50)	1,118.74
Totals: Front Elevation			0.00	273.62	4,130.26	402.50	3,727.76

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
75. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	696.44	0.00	139.28	835.72	(0.00)	835.72
Totals: Debris Removal			0.00	139.28	835.72	0.00	835.72
Total: ID #129 850 Graham Ave - Bath House			0.00	3,273.28	43,719.13	1,214.06	42,505.07
Line Item Totals: CITY_OF_STEPHENVILL2			0.00	3,273.28	43,719.13	1,214.06	42,505.07



Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

Grand Total Areas:

4,013.26	SF Walls	1,758.99	SF Ceiling	5,772.25	SF Walls and Ceiling
1,758.99	SF Floor	195.44	SY Flooring	410.83	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	410.83	LF Ceil. Perimeter
1,758.99	Floor Area	1,871.84	Total Area	4,013.26	Interior Wall Area
2,771.63	Exterior Wall Area	262.29	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



Cavalry Claims LLC

1145 Santa Fe #344
Weatherford, TX 76086

Summary for ID #129 850 Graham Ave - Bath House

Line Item Total	40,445.85
Overhead	1,636.64
Profit	1,636.64
Replacement Cost Value	\$43,719.13
Less Depreciation	(1,214.06)
Actual Cash Value	\$42,505.07
Less Deductible	(2,500.00)
Net Claim	\$40,005.07
Total Recoverable Depreciation	1,214.06
Net Claim if Depreciation is Recovered	\$41,219.13

Rob Hill
Executive General Adjuster

You have Replacement Cost Coverage under your contract for this loss. Once repairs have been completed, TMLIRP requires that final invoices be submitted to their office. The invoices will be reviewed to determine if an additional payment is due. Please note that you have two years from the date of loss to make repairs needed to make claim for all or a portion of the previously withheld depreciation.

Please advise TMLIRP whether the repairs have been completed, and if so, please provide the final invoices. **If the repairs have not been completed, please provide a time line describing the plans for completing the repairs.** If you determine that no additional review and/or funds will be needed, please notify TMLIRP, so they can document and close the file. The pending claim will remain open for an additional 30 days in anticipation of your reply. If no response is received, the file will be closed.



Customer

Sullivan Contracting Services
104 E Rd
Stephenville, TX
76401, US
(254) 434-2324

Prepared By:
Keaton Trinkle

keaton@scs-tx.com

City of Stephenville
298 W Washington St
Stephenville, TX
76401, US

Daron Trussell

dtrussell@stephenvilletx.gov

Project: **City of Stephenville Splashville Repairs- TIPS**

Scope of Work

TIPS RCSP 250504 Job Order Contracting

ATTENTION: (Daron Trussell & Troy Jones)

This proposal includes the following:

Pricing & scope of work based on site walk. Base price includes plumbing repairs, HVAC repairs, block demo & block installation that we were able to identify at the time of the site-walk. Due to the extent of the damages we are unable to identify that these are all of the necessary repairs. We will have to repair all of the leaks that we can see and then turn the water back on to see if there are any more leaks.

Plumbing: \$19,029.70

- To repair all of the identified leaks including copper line above head, in walls & toilets.
- Remove and dispose of existing drinking fountain by restrooms.
- Furnish & install new Elkay ADA by-level drinking fountain. No bottle filler.

Plumbing Unit Pricing for Additional Leaks Found in Copper Lines after Initial Repairs are Made:

1/2"-1": \$365.96/leak

1 1/4"-2": \$512.34/leak

HVAC: \$731.91

- To provide all necessary labor & materials to replace/repair damaged HVAC duct, boots & grills in the office.

Electrical: \$20,859.48

- To provide the necessary labor and materials to remove water damaged light fixtures, switches and breakers.
- To replace all with new fixtures.
- Includes:



- One Mobilization for All Demo
- Second Mobilization for All Trim Out
- The New Fixtures to be LED
- Removal and Disposal if the Existing Fixtures

Sheetrock Repairs & Paint: \$12,515.69

- To furnish all necessary labor & materials to repair sheetrock ceilings in the office, breakroom & concession area.
- To furnish & install insulation above office ceiling.
- To tape, bed and texture sheetrock patches to match existing.
- To paint ceilings and walls in the office.
- To paint ceilings only in the breakroom & concession area.
- To prep & paint one truss in the restroom that had the paint blown off of it.

Masonry: \$2,488.50

- To demo & replace approximately (30) CMU blocks where necessary for plumbing repairs.

Price for Additional Block Demo: \$109.79/hr

Price for Additional Block Replacement: \$292.76/hr + material.

Exclusions:

- Taxes

Excluded (-)

1. After Hours, Design, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.
2. Price excludes any owner mandated COVID-19 Testing, Procedures, and/or changes to normal work practices not covered above.
3. Due to current volatility in the market, proposal has potential to only be guaranteed for 30 days

Notes

Summary

Subtotal	\$54,268.56
Bonding	\$1,356.71

\$55,625.27

Accepted By

Date

.....

.....

ITEM REPORT

To: City Council Committee

From: Dan Harris, Chief

Subject: Consider Recommendation of Ordinance Prohibiting the Establishment of New Vape Shops or Similar Establishments

Department/Office: Police Department

Summary:

The City of Stephenville has experienced an increase in retail establishments specializing in electronic smoking devices (commonly referred to as vape shops). These businesses are not currently addressed as a distinct land use within the City's zoning ordinance.

Concerns have been raised regarding:

- Proximity of vape shops to schools and youth-centered facilities
- Increased visibility and accessibility of vaping products to minors
- Compatibility of such uses with surrounding neighborhoods

The proposed ordinance (attached) establishes regulations governing vape shop establishments, including limitations on new locations and operational standards for existing businesses

Recommended Action:

Consider approving the proposed ordinance that would prevent the establishment of additional retail vape and electronic cigarette establishments.

Budget:

N/A

Attachments:

None



STAFF REPORT

SUBJECT: Municipal Court Jurisdiction on Health and Safety and Nuisance Abatement Ordinances
DEPARTMENT: Development Services
STAFF CONTACT: Steve Killen, Director

RECOMMENDATION:

To grant the Municipal Court jurisdiction of Health and Safety and Nuisance Abatement Ordinances per Section 29.003 of the Government Code.

BACKGROUND:

S.B. 304 became effective September 1, 2025, amending Section 29.003 of the Government Code. Now, per TML, “a city’s governing body can authorize a non-municipal court of record by ordinance to handle civil cases involving local nuisance and health and safety ordinance violations. This includes being able to issue search warrants to investigate violations, assess civil penalties, order injunctive relief to abate the violations, and issue seizure warrants allowing the city to enter a property to abate the violations at the owner’s expense.”

City staff met on this item along with the Municipal Court Judge and City Attorney. Based on those discussions and subsequent research, granting the court this authority would allow more efficient enforcement procedures related to dangerous or substandard structures, junked vehicles, high weeds, accumulated refuse, unsanitary premises, and other nuisances that pose a threat to public health or safety.

If so directed by the Committee, staff will prepare an ordinance for City Council consideration that grants the municipal court:

- (1) civil jurisdiction for the purpose of enforcing municipal ordinances enacted under Subchapter A (Dangerous Structures), Chapter 214 (Municipal Regulation of Housing and Other Structures), Local Government Code, or Subchapter E (Junked Vehicles: Public Nuisance; Abatement),
- (2) concurrent jurisdiction with a district court or a county court at law under Subchapter B (Municipal Health and Safety Ordinances), Chapter 54 (Enforcement of Municipal Ordinances), Local Government Code, within the municipality's territorial limits and property owned by the municipality located in the municipality's extraterritorial jurisdiction for the purpose of enforcing health and safety and nuisance abatement ordinances; and

(3) authority to issue search warrants for the purpose of investigating health and safety or nuisance abatement ordinance violation and seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing the debris from the premises.

Section 29.003 of the Government Code is provided below:

Sec. 29.003. JURISDICTION. (a) A municipal court, including a municipal court of record, shall have exclusive original jurisdiction within the municipality's territorial limits and property owned by the municipality located in the municipality's extraterritorial jurisdiction in all criminal cases that:

(1) arise under:

(A) the ordinances of the municipality; or

(B) a resolution, rule, or order of a joint board operating an airport under Section [22.074](#), Transportation Code; and

(2) are punishable by a fine not to exceed:

(A) \$2,000 in all cases arising under municipal ordinances or resolutions, rules, or orders of a joint board that govern fire safety, zoning, or public health and sanitation, other than the dumping of refuse;

(B) \$4,000 in cases arising under municipal ordinances that govern the dumping of refuse; or

(C) \$500 in all other cases arising under a municipal ordinance or a resolution, rule, or order of a joint board.

(a-1) The governing body of a municipality by ordinance may provide that the court has:

(1) civil jurisdiction for the purpose of enforcing municipal ordinances enacted under Subchapter [A](#), Chapter [214](#), Local Government Code, or Subchapter [E](#), Chapter [683](#), Transportation Code;

(2) concurrent jurisdiction with a district court or a county court at law under Subchapter [B](#), Chapter [54](#), Local Government Code, within the municipality's territorial limits and property owned by the municipality located in the municipality's extraterritorial jurisdiction for the purpose of enforcing health and safety and nuisance abatement ordinances; and

(3) authority to issue:

(A) search warrants for the purpose of investigating a health and safety or nuisance abatement ordinance violation; and

(B) seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing the debris from the premises.

(b) The municipal court has concurrent jurisdiction with the justice court of a precinct in which the municipality is located in all criminal cases arising under state law that arise within the municipality's territorial limits or property owned by the municipality located in the municipality's extraterritorial jurisdiction and that:

(1) are punishable only by a fine, as defined in Subsection (c); or

(2) arise under Chapter [106](#), Alcoholic Beverage Code, and do not include confinement as an authorized sanction.

(c) In this section, an offense which is punishable by "fine only" is defined as an offense that is punishable by fine and such sanctions, if any, as authorized by statute not consisting of confinement in jail or imprisonment.

(d) The fact that a conviction in a municipal court has as a consequence the imposition of a penalty or sanction by an agency or entity other than the court, such as a denial, suspension, or revocation of a privilege, does not affect the original jurisdiction of the municipal court.

(e) The municipal court has jurisdiction in the forfeiture and final judgment of all bail bonds and personal bonds taken in criminal cases of which the court has jurisdiction.

(f) This section does not affect the powers given exclusively to a joint board operating an airport under Section [22.074](#)(d), Transportation Code.

(g) Repealed by Acts 2019, 86th Leg., R.S., Ch. 372 (H.B. [1631](#)), Sec. 6(1), eff. June 2, 2019.

(h) A municipality with a population of 1.19 million or more and another municipality contiguous to that municipality may enter into an agreement providing concurrent jurisdiction for the municipal courts of either jurisdiction for all criminal cases arising from offenses under state law that are:

(1) committed on the boundary of those municipalities or in one or both of the following areas:

(A) within 200 yards of that boundary; or

(B) within 2.25 miles of that boundary on a segment of highway in the state highway system that traverses a major water supply reservoir; and

(2) punishable by fine only.

(i) A municipality may enter into an agreement with a contiguous municipality or a municipality with boundaries that are within one-half mile of the municipality seeking to enter into the agreement to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a municipal court in which a case is brought as if the municipal court were located in the municipality in which the case arose, for:

(1) all cases in which either municipality has jurisdiction under Subsection (a) or (b); and

(2) cases that arise under Section [821.022](#), Health and Safety Code, or Section [65.003](#)(a), Family Code.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1987, 70th Leg., ch. 148, Sec. 2.32(a), eff. Sept. 1, 1987; Acts 1987, 70th Leg., ch. 641, Sec. 1, eff. Sept. 1, 1987; Acts 1987, 70th Leg., ch. 680, Sec. 3, eff. Sept. 1, 1987; Acts 1991, 72nd Leg., ch. 108, Sec. 7, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 449, Sec. 2, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 533, Sec. 3, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1013, Sec. 40, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 611, Sec. 1, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 660, Sec. 1, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 1122, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. [1119](#)), Sec. 3, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 230 (S.B. [1504](#)), Sec. 3, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 76 (H.B. [984](#)), Sec. 1, eff. May 19, 2011.

Acts 2015, 84th Leg., R.S., Ch. 680 (H.B. [274](#)), Sec. 2, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 935 (H.B. [2398](#)), Sec. 30, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 1154 (S.B. [631](#)), Sec. 2, eff. June 19, 2015.

Acts 2017, 85th Leg., R.S., Ch. 1004 (H.B. [1264](#)), Sec. 3, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 372 (H.B. [1631](#)), Sec. 6(1), eff. June 2, 2019.

Acts 2021, 87th Leg., R.S., Ch. 934 (H.B. [3774](#)), Sec. 3.05, eff. September 1, 2021.

Acts 2025, 89th Leg., R.S., Ch. 23 (S.B. [304](#)), Sec. 1, eff. September 1, 2025.

ITEM REPORT

To: City Council Committee

From: Dan Harris, Chief

Subject: Consider Recommendation of Memorandum Of Agreement for the 287(g) Task Force Model

Department/Office: Police Department

Summary:

The Stephenville Police Department and the Erath County District Attorney's Office recently met with representatives of the U.S. Immigration and Customs Enforcement to learn about the 287(g) task force program.

The program will empower Stephenville Police Department Officers to enforce some aspects of U.S. immigration law to make our community safer.

Other area Law Enforcement agencies, including the Erath County Sheriff's Office, Dublin PD, and other closely related agencies, participate in the program.

Recommended Action:

Consider approving the MOA for the 287(g) task force

Budget:

A one-time \$100,000 payment for vehicles.

Each quarter, the department will receive \$15,000 for each SPD Officer who has completed the required training.

The MOA can be canceled, and SPD can withdraw from the program at any time without penalties.

Attachments:

1. TFM MOA

MEMORANDUM OF AGREEMENT
287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the _____, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the _____ (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents _____ in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

For ICE:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA: _____

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the _____, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

ITEM REPORT

To: City Council Committee

From: Dan Harris, Chief

Subject: Consider Recommendation of Automated License Plate Reader Cameras – TxDOT Agreement

Department/Office: Police Department

Summary:

The Stephenville Police Department is seeking to implement Automated License Plate Recognition (ALPR) technology to enhance public safety, assist in criminal investigations, and improve the identification of stolen vehicles and wanted individuals. ALPR systems capture and analyze license plate data from passing vehicles and provide actionable information to law enforcement personnel.

In order to install ALPR cameras within TxDOT right-of-way, the City must enter into a Multiple-Use Agreement with the Texas Department of Transportation. Approval of this item authorizes the Chief of Police to execute the agreement and proceed with deployment in strategic locations throughout the city.

Recommended Action:

Consider approving the resolution authorizing the Chief of Police to enter into a Multiple-Use Agreement with the Texas Department of Transportation (TxDOT) for the installation and operation of Automated License Plate Recognition (ALPR) cameras within TxDOT right-of-way.

Budget:

N/A

Attachments:

1. Stephenville Flock Resolution

RESOLUTION NO. 2026-R- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS WITHIN TXDOT RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Stephenville, Texas, has determined that the addition of Automatic License Plate Recognition (ALPR) cameras will enhance public safety and support the Stephenville Police Department in crime prevention efforts and investigative strategies; and

WHEREAS, the City of Stephenville desires to engage with the Texas Department of Transportation (TxDOT) and requests authorization for its contractor or vendor to install ALPR cameras within TxDOT right-of-way on behalf of the City; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Chief of Police to enter into a Multiple-Use Agreement with TxDOT for such purposes;

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

I.

The City Council hereby authorizes the Chief of Police to enter into a Multiple-Use Agreement with the Texas Department of Transportation (TxDOT) for the installation and operation of Automated License Plate Recognition (ALPR) cameras within TxDOT right-of-way.

II.

This Resolution shall take effect immediately upon adoption.

PRESENTED AND PASSED on this the 21st day of April 2026, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Stephenville, Texas.

Lonn Reisman,
Mayor
ATTEST:

Sarah Lockenour,
City Secretary

Reviewed by Jason King,
City Manager

Randy Thomas,
City Attorney
Approved as to form and legality

ITEM REPORT

To: City Council Committee

From: Dan Harris, Chief

Subject: Consider Recommendation of MOA, Multi-Jurisdictional Special Operations Group (Region 8 SOG)

Department/Office: Police Department

Summary:

The Stephenville Police Department joined the Multi-Jurisdictional Special Operations Group in 2010 and are currently operating under a previously signed MOA. The new MOA is an updated version requiring new signatures from the Chief of Police and City Manager.

Recommended Action:

Consider approving the MOA for the Multi-Jurisdictional Special Operations Group (Region 8 SOG)

Budget:

Approved budget item of \$15,000 annually

Attachments:

1. SOG MOA 04-13-26

MEMORANDUM OF AGREEMENT

CREATING MULTI-JURISDICTIONAL SPECIAL OPERATIONS GROUP

This Memorandum of Agreement, which shall establish the operating procedures for a Multi-Jurisdictional Special Operations Group (hereinafter the “SOG”), is executed by and between the City of Granbury, the City of Stephenville, Hood County, and Somervell County (hereinafter collectively the “Agencies”). The Agencies jointly and separately agree to abide by the terms and provisions of the Memorandum of Agreement and their respective Region 8 Special Operations Group Policies and Procedures Manual, if any, during the existence of the SOG.

PURPOSE AND MISSION

The purpose of this Memorandum of Agreement is to formally adopt the procedures established by the Agencies for operating a jointly run Multi-Jurisdictional Special Operations Group (Formally established by Memorandum of Agreement in 2010).

The mission of the SOG shall be to provide a professionally designated and trained Law Enforcement team whose members are recruited, selected, trained, assigned, and equipped to resolve critical incidents that involve a threat to public safety that would otherwise exceed the capabilities of traditional Law Enforcement First Responders and/or investigative units.

GENERAL AGREEMENTS

A. COMPOSITION AND COMMAND

The Agencies agree to assign Officers as necessary to the SOG as determined by the agency head. Each Officer, once assigned to the SOG, will remain under the control and direction of the SOG Commander in accordance with the SOG’s adopted Policy and Procedure Manual during all training activities and callouts. Each Officer, once assigned to the SOG, will be subject to personal and professional standards in accordance with the SOG’s adopted Policy and Procedure Manual at all times. Each Agency reserves the right to make changes in its personnel who are assigned to the SOG at any time, including the total number of personnel assigned to the SOG. The Agencies will ensure the SOG is staffed according to NTOA’s Tactical Response and Operations Standards for Law Enforcement Agencies at a minimum of a tier 3 tactical response team. The Commander of the SOG shall be designated by a majority vote of the Board of Directors and will operate under the direction of the Board of Directors. The Board of Directors will have oversight authority to direct, train, and assign personnel in accordance with the Team’s Policy and Procedure Manual. Prior to a member being assigned to the SOG by an agency, the member must meet selection standards outlined in the SOG’s Policy and Procedure Manual. On-scene command of the SOG will rest the incident commander assigned by the requesting agency activating the SOG. Operational command of the SOG will remain with the SOG Commander or his/her designee. The SOG Commander or his/her designee will assume responsibility for the conduct of the SOG and shall oversee

tactical operations of the scene until the scene has been rendered safe and released to the local jurisdiction authorities. All operations will be conducted in accordance with SOG's Policy and Procedure Manual.

B. POLICY AND DIRECTION

The policy and direction of the SOG will be the joint responsibility of the Board of Directors with the assistance of the SOG Commander. The policy manual will be written by SOG Leadership and will be formally adopted by majority vote of the Board of Directors. The policy manual will be reviewed annually and updated as necessary. Any change to the policy manual must be approved by the Board of Directors. The Board of Directors shall be comprised of the head of each individual agency, or a person designated by the agency head to fill the position on the Board. If a participating agency head appoints a person to serve on the Board, then that person will have the full voting authority of the agency head in regard to all matters related to the operation of the SOG. The agency head will designate this appointment in writing to the SOG Commander and Board of Directors.

C. SOG ACTIVATION, LIABILITY AND INVESTIGATIVE GUIDELINES

Activation of the SOG will be the responsibility of the agency head (or their designee) with jurisdictional control of the incident and will require board notification and verbal approval from each member or their designee. The agency with jurisdictional control of the incident will assign incident command and maintain operational control of the SOG. The agency with jurisdiction is responsible for providing incident command and maintaining operational control of the SOG while the SOG Commander maintains tactical command. The agency with jurisdictional control will assume legal liability for the incident and for members of the SOG utilized during the incident and shall indemnify all SOG members from all participating jurisdictions. After the SOG has responded and secured an incident, the agency with jurisdiction over the scene will be responsible for processing the crime scene. The SOG will assist as necessary when requested to the extent possible. If the SOG is involved in the use of deadly force incident, the authority for investigating the incident will fall to the Texas Rangers Division of the Texas Department of Public Safety.

D. COOPERATION BETWEEN AGENCIES

To the extent possible, all SOG activity will be joint activity with no agency acting independently of the other agencies.

E. OPERATIONAL PROBLEMS

Operational problems, whether disciplinary, equipment, or tactical, will be mutually addressed and resolved by the SOG leadership and/or the Board of Directors. Ideally, it is agreed that resolution of the operational problems will be at the lowest level possible; however, all disciplinary issues will result in a notification sent to the attention of the Board of Directors. The Board of Directors may appoint an internal affairs detective to investigate any disciplinary incident and report back to the Board of Directors with their findings. Any problem not resolved by the SOG leadership and Board of Directors will be referred to the agency heads of the respective agencies.

F. EQUIPMENT

Equipment acquisition will occur jointly with each agency contributing equal monetary amounts each year. An inventory of all SOG equipment will be conducted quarterly, and each individual agency's equipment will be labelled. In the event the SOG is dissolved, the equipment shall be returned to the purchasing agency. In the event one or more agencies funds are utilized to purchase a single item, agency ownership will be identified in writing prior to purchase.

G. SOG MEMBER TRAINING

The agencies recognize the need for all personnel assigned to the SOG to engage in training. As a minimum standard, every SOG member will train for 16 hours each month and one week annually in accordance with NTOA's TROS (Tactical Response and Operations Standard for Law Enforcement Agencies). Crisis Negotiation Team Members will train each quarter for a minimum of 40 hours annually. Schedules will be determined by SOG leadership and emailed/posted to the Board of Directors.

H. PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency retaining jurisdiction over the location where the event occurred. They shall be in accordance with the releasing agency's established media release policy. No information pertaining to the SOG itself will be released to the media without the approval of all the Agencies acting through the Board of Directors.

I. BUDGET

The Agencies agree to commit to an annual contribution of at least \$15,000.00 each for the forecasting of equipment, training, ammunition, and maintenance of equipment. Each agency will retain control of the \$15,000.00 contribution and allocate the funds in accordance with the annual approved budget. Before January 15th of each year the SOG Commander will present recommended budget expenditures to the Board of Directors. All budget expenditures will be approved by majority vote of the Board of Directors.

Budget contributions will not begin until October 1st of each fiscal year. The SOG Commander or his/her designee will provide the purchasing agency with the approved invoices in accordance with the annual approved budget. The SOG Commander will ensure the budget includes sufficient ammunition to allow SOG members to shoot at least once quarterly at a minimum rate of 100 rounds of pistol and rifle ammunition per quarter. Additionally, snipers will fire 10 rounds of match grade ammunition per month and qualify quarterly. SOG members will qualify annually on all assigned weapons platforms.

J. EFFECTIVE DATE/TERMINATION/VENUE

It is agreed that this Memorandum of Agreement shall become effective upon the execution of this Memorandum by all parties and shall remain in effect as agreed by the Agencies. Should any agency no longer desire to be a party to this Memorandum, said agency can terminate its obligations under the Memorandum by providing a written notice of termination to all of the participating Agencies sixty (60) days prior to the date of termination. Further, this agreement may be terminated by all participating Agencies at any time by a majority vote of the Board of Directors.

Each participating Agency agrees to provide comprehensive general liability and health insurance for its Officers and to cover its Officers' actions and activities with regards to the Team.

Should any section, paragraph, clause or sentence of this Memorandum be held to be in derivation of law, said section, paragraph, clause or sentence shall be excised, and this Memorandum shall continue in full force and effect as if the offending section, paragraph, clause or sentence did not exist.

Venue for any disputes arising under this Memorandum shall be in a court of competent Jurisdiction in Hood County, Texas.

Signed this _____ day of _____ 20 ____.

Paul M. Galvan, Jr.
Granbury Chief of Police

Chris Coffman
City Manager, City of Granbury

Dan Harris, Jr.
Stephenville Chief of Police

Jason King
City Manager, City of Stephenville

Alan West
Somervell County Sheriff

Danny L. Chambers
Somervell County Judge

Roger Deeds
Hood County Sherriff

Ron Massingill
Hood County Judge

Committee Meeting

STAFF REPORT



SUBJECT: Nix Well Field SCADA Project
MEETING: Committee Meeting - 21 APR 2026
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams, P.E., CFM

RECOMMENDATION:

Staff recommends approval of the agreement with SmartCover for the implementation of a Supervisory Control and Data Acquisition (SCADA) system for Nix Wells 1–5. Staff further recommends that this procurement be approved as proprietary for the purchase and installation. A Sole Source Letter from SmartCover is attached.

BACKGROUND:

The five newest water wells in the Nix Well Field became active in 2025 and are currently operated and controlled separately from the city's 30 other active water wells. These wells need to be incorporated into the city's existing SCADA network to order to ensure reliable, efficient, and centralized control in coordination with the city's other wells.

PROJECT:

The attached proposal outlines the proprietary design, programming, installation, and commissioning of Remote Terminal Units (RTUs) and the associated automation required to monitor and control the five newest wells on the same system as the city's other wells. This will allow the system to be operated more efficiently as each well has unique production characteristics, changing with demand, season, and system balance with other wells.

The anticipated implementation timeline is 210 calendar days.

FISCAL IMPACT SUMMARY:

The attached proposal from SmartCover provides a total cost for the Nix Well Field SCADA system implementation of \$118,069.00 including equipment, programming, field services, commissioning, and training. The SCADA project for these wells was reviewed in budget discussions and the adopted FY24-25 budget allocated \$120,000 specifically for this project.

ALTERNATIVES:

The following alternatives are provided for council consideration:

1. Do not approve the proposal as presented;

ADVANTAGES:

Approval of the proposal for proprietary design and installation allows the work to be completed more quickly, and cost effectively as Data Flow Systems, Inc. (now SmartCover) designed the city's current SCADA system. This will ensure seamless integration with the city's current SCADA network without the time and cost of re-developing a SCADA interface.

The proposal is \$1,931.00 under budget.

Utilizing the same system architecture allows for faster deployment, reduced troubleshooting complexity, and improved long-term system support.

DISADVANTAGES:

No disadvantages have been identified.

ATTACHMENTS:

[SmartCover Proposal](#)



Data Flow Systems is now part of SmartCover (A Badger Meter Brand)

March 16, 2026

QUOTE NO. 260316-01-RDTW

**NIX WELLS 1-5
STEPHENVILLE, TX**

SUMMARY OF SCOPE

DFS will provide or modify five RTUs as described below to control and/or monitor processes and associated equipment, as identified in this proposal. Materials, automation and field services included in this proposal are listed per RTU below.

This quote is based on a direct sale to Utility. If Contractor/Engineer project management is required, approximately \$23,000 will be added to total pricing shown below.

This quote included Distributed Control Logic for automation design. PLC programming, for each RTU included below. On-Site Startup services and project documentation is included in this quote. The scope of this project involves complete re-programming and re-organization of site telemetry to align with current Data Flow Systems (DFS) Systems Engineering best practices with multiple goals:

- Improve communication loop times for better radio loop performance and system responsiveness.
- Programming and documentation following DFS Systems Engineering commented code structures and value scaling best practices to allow for straightforward long-term support.
- Removing complex undocumented dependencies of interconnected server logic.
- Re-organizing RTU communication mapping to match physical I/O, allowing the use of a DFS PLC Bypass module for emergent operation or troubleshooting.

SITE DETAILS

NIX WELL 1- RTU038 (\$20,000.00)

Enclosure: 16x23x7 4X 316 SS White RTU 204 Wall mount w/ Latch, DFS

Finish: White

Mounting location: Recommended on Legs of Rohn 25G

System ID: STEPHE-1

Communications: Radio (protocol:, freq: 217.875 MHz) to CTU

Antenna: Mounted by others at least 21 feet, oriented to 283 degrees Magnetic

PLC: Yes

Panel Mount OIT: No

UL - 508A: No

Control Panel Materials:

Qty	Item
1	MBP-3
1	Power Supply Module
1	Telemetry Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
1	Digital Control Module 4 Output

1	Analog Monitor Module
1	Battery, 7 Amp hour
2	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
3	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 15A
1	Coaxial Surge Protector

Provided Field Instrumentation:

Qty	Item
None	

RF & Antenna Materials

Qty	Item
1	4' x 1" Glue-Type Heat Shrink
20	Band-it 9" coated SS cable tie
50	DFS RTC-400 LMR400-DB / foot
2	DFS RTC-400 coax connectors
1	FCC Licensing Services
1	RTA209 – VHF (217-220 MHz) 9.2 db Yagi

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	5	1	3	0
Spare	1	1	1	0

Hardwired IO List:

Digital Inputs			
HOA AUTO	PHASE MONITOR STATUS	WELL PUMP FAULT	WELL RUN STATUS
WIRED SPARE			

Digital Outputs			
WELL PUMP CALL			

Analog Inputs			
DISTRIBUTION PRESSURE	WELL FLOW	WELL SHAFT LEVEL	

Analog Outputs			
None			

Process: Well Control

Instruments: Flow Meter, Distribution Pressure, Well Shaft Level, Remote PV Airport GST Level

Devices: Well Pump

Automation:

The Well will utilize On and Off setpoints using the remote Airport GST as the Process Variable. A selector on the custom screen will allow the operator to select between Summer or Winter operation. Each mode of operation will have dedicated On and Off setpoints.

A user-adjustable timer will prevent the well from being called again for X amount of time through automation after its previous automatic cycle has ended. The On Delay timer will also be user-adjustable and will be initially set to the default value of 10 seconds.

Lockouts & Alarms:

Lockouts include:

- Phase Loss

Alarms include:

- Fail to Start
- Fail to Stop
- Low Distribution Pressure
- High Distribution Pressure
- Low Well Depth
- High Well Depth
- AC Power Loss – set up in server configuration.
- DC Power Loss – set up in server configuration.

Additional Site Details:

- PLC Project should allow for the same project to be used at any of the NIX WELL SITES.
- Custom graphical displays of telemetry/project data will be built in a style specific to the utility.

Field Conduit and Wiring:

- Conduit and wiring from Well Pump Panel to DFS RTU, and all required Instrumentation shall be provided by others. Instrumentation shall be the responsibility of others. DFS expects to be provided with the required instrumentation engineering unit scaling by the Utility.

Field Services:

Type

- Integration Survey
- Wire Termination (1 person)
- SCADA & Automation
- Commissioning & Training
- Punchlist Resolution

NIX WELL 2 - RTU039 (\$20,000.00)

Enclosure: 16x23x7 4X 316 SS White RTU 204 Wall mount w/ Latch, DFS

Finish: White

Mounting location: Recommended on Legs of Rohn 25G

System ID: STEPHE-1

Communications: Radio (protocol:, freq: 217.875 MHz) Digipeater Nix 4

Antenna: Mounted by others at least 35 feet, oriented to 284 degrees Magnetic

PLC: Yes

Panel Mount OIT: No

UL - 508A: No

Control Panel Materials:

Qty	Item
1	MBP-3
1	Power Supply Module
1	Telemetry Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
1	Digital Control Module 4 Output
1	Analog Monitor Module
1	Battery, 7 Amp hour
2	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield

1	DC Bias Surge Protector
3	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 15A
1	Coaxial Surge Protector

Provided Field Instrumentation:

Qty	Item
None	

RF & Antenna Materials

Qty	Item
1	4' x 1" Glue-Type Heat Shrink
20	Band-it 9" coated SS cable tie
50	DFS RTC-400 LMR400-DB / foot
2	DFS RTC-400 coax connectors
1	FCC Licensing Services
1	RTA209 – VHF (217-220 MHz) 9.2 db Yagi

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	5	1	3	0
Spare	1	1	1	0

Hardwired IO List:

Digital Inputs			
HOA AUTO	PHASE MONITOR STATUS	WELL PUMP FAULT	WELL RUN STATUS
WIRED SPARE			

Digital Outputs			
WELL PUMP CALL			

Analog Inputs			
DISTRIBUTION PRESSURE	WELL FLOW	WELL SHAFT LEVEL	

Analog Outputs			
None			

Process: Well Control

Instruments: Flow Meter, Distribution Pressure, Well Shaft Level, Remote PV Airport GST Level

Devices: Well Pump

Automation:

The Well will utilize On and Off setpoints using the remote Airport GST as the Process Variable. A selector on the custom screen will allow the operator to select between Summer or Winter operation. Each mode of operation will have dedicated On and Off setpoints.

A user-adjustable timer will prevent the well from being called again for X amount of time through automation after its previous automatic cycle has ended. The On Delay timer will also be user-adjustable and will be initially set to the default value of 10 seconds.

Lockouts & Alarms:

Lockouts include:

- Phase Loss

Alarms include:

- Fail to Start
- Fail to Stop
- Low Distribution Pressure
- High Distribution Pressure
- Low Well Depth

- High Well Depth
- AC Power Loss – set up in server configuration.
- DC Power Loss – set up in server configuration.

Additional Site Details:

- PLC Project should allow for the same project to be used at any of the NIX WELL SITES.
- Custom graphical displays of telemetry/project data will be built in a style specific to the utility.

Field Conduit and Wiring:

- Conduit and wiring from Well Pump Panel to DFS RTU, and all required Instrumentation shall be provided by others. Instrumentation shall be the responsibility of others. DFS expects to be provided with the required instrumentation engineering unit scaling by the Utility.

Field Services:

Type

- Integration Survey
- Wire Termination (1 person)
- SCADA & Automation
- Commissioning & Training
- Punchlist Resolution

NIX WELL 3 - RTU040 (\$20,000.00)

Enclosure: 16x23x7 4X 316 SS White RTU 204 Wall mount w/ Latch, DFS

Finish: White

Mounting location: Recommended on Legs of Rohn 25G

System ID: STEPHE-1

Communications: Radio (protocol:, freq: 217.875 MHz) to CTU

Antenna: Mounted by others at least 35 feet, oriented to 282 degrees Magnetic

PLC: Yes

Panel Mount OIT: No

UL - 508A: No

Control Panel Materials:

Qty	Item
1	MBP-3
1	Power Supply Module
1	Telemetry Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
1	Digital Control Module 4 Output
1	Analog Monitor Module
1	Battery, 7 Amp hour
2	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
3	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 15A
1	Coaxial Surge Protector

Provided Field Instrumentation:

Qty	Item
None	

RF & Antenna Materials

Qty	Item
1	4' x 1" Glue-Type Heat Shrink
20	Band-it 9" coated SS cable tie
50	DFS RTC-400 LMR400-DB / foot
2	DFS RTC-400 coax connectors
1	FCC Licensing Services
1	RTA209 – VHF (217-220 MHz) 9.2 db Yagi

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	5	1	3	0
Spare	1	1	1	0

Hardwired IO List:

Digital Inputs			
HOA AUTO	PHASE MONITOR STATUS	WELL PUMP FAULT	WELL RUN STATUS
WIRED SPARE			

Digital Outputs			
WELL PUMP CALL			

Analog Inputs			
DISTRIBUTION PRESSURE	WELL FLOW	WELL SHAFT LEVEL	

Analog Outputs			
None			

Process: Well Control

Instruments: Flow Meter, Distribution Pressure, Well Shaft Level, Remote PV Airport GST Level

Devices: Well Pump

Automation:

The Well will utilize On and Off setpoints using the remote Airport GST as the Process Variable. A selector on the custom screen will allow the operator to select between Summer or Winter operation. Each mode of operation will have dedicated On and Off setpoints.

A user-adjustable timer will prevent the well from being called again for X amount of time through automation after its previous automatic cycle has ended. The On Delay timer will also be user-adjustable and will be initially set to the default value of 10 seconds.

Lockouts & Alarms:

Lockouts include:

- Phase Loss

Alarms include:

- Fail to Start
- Fail to Stop
- Low Distribution Pressure
- High Distribution Pressure
- Low Well Depth
- High Well Depth
- AC Power Loss – set up in server configuration.
- DC Power Loss – set up in server configuration.

Additional Site Details:

- PLC Project should allow for the same project to be used at any of the NIX WELL SITES.

- Custom graphical displays of telemetry/project data will be built in a style specific to the utility.

Field Conduit and Wiring:

- Conduit and wiring from Well Pump Panel to DFS RTU, and all required Instrumentation shall be provided by others. Instrumentation shall be the responsibility of others. DFS expects to be provided with the required instrumentation engineering unit scaling by the Utility.

Field Services:

Type

- Integration Survey
- Wire Termination (1 person)
- SCADA & Automation
- Commissioning & Training
- Punchlist Resolution

NIX WELL 4 - RTU041 (\$20,000.00)

Enclosure: 16x23x7 4X 316 SS White RTU 204 Wall mount w/ Latch, DFS

Finish: White

Mounting location: Recommended on Legs of Rohn 25G

System ID: STEPHE-1

Communications: Radio (protocol:, freq: 217.875 MHz) Digipeater @ Nix 2

Antenna: Mounted by others at least 21 feet, oriented to 284 degrees Magnetic

PLC: Yes

Panel Mount OIT: No

UL - 508A: No

Control Panel Materials:

Qty	Item
1	MBP-3
1	Power Supply Module
1	Telemetry Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
1	Digital Control Module 4 Output
1	Analog Monitor Module
1	Battery, 7 Amp hour
2	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
3	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 15A
1	Coaxial Surge Protector

Provided Field Instrumentation:

Qty	Item
None	

RF & Antenna Materials

Qty	Item
1	4' x 1" Glue-Type Heat Shrink
20	Band-it 9" coated SS cable tie

50	DFS RTC-400 LMR400-DB / foot
2	DFS RTC-400 coax connectors
1	FCC Licensing Services
1	RTA209 – VHF (217-220 MHz) 9.2 db Yagi

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	5	1	3	0
Spare	1	1	1	0

Hardwired IO List:

Digital Inputs			
HOA AUTO	PHASE MONITOR STATUS	WELL PUMP FAULT	WELL RUN STATUS
WIRED SPARE			

Digital Outputs			
WELL PUMP CALL			

Analog Inputs			
DISTRIBUTION PRESSURE	WELL FLOW	WELL SHAFT LEVEL	

Analog Outputs			
None			

Process: Well Control**Instruments:** Flow Meter, Distribution Pressure, Well Shaft Level, Remote PV Airport GST Level**Devices:** Well Pump**Automation:**

The Well will utilize On and Off setpoints using the remote Airport GST as the Process Variable. A selector on the custom screen will allow the operator to select between Summer or Winter operation. Each mode of operation will have dedicated On and Off setpoints.

A user-adjustable timer will prevent the well from being called again for X amount of time through automation after its previous automatic cycle has ended. The On Delay timer will also be user-adjustable and will be initially set to the default value of 10 seconds.

Lockouts & Alarms:**Lockouts include:**

- Phase Loss

Alarms include:

- Fail to Start
- Fail to Stop
- Low Distribution Pressure
- High Distribution Pressure
- Low Well Depth
- High Well Depth
- AC Power Loss – set up in server configuration.
- DC Power Loss – set up in server configuration.

Additional Site Details:

- PLC Project should allow for the same project to be used at any of the NIX WELL SITES.
- Custom graphical displays of telemetry/project data will be built in a style specific to the utility.

Field Conduit and Wiring:

- Conduit and wiring from Well Pump Panel to DFS RTU, and all required Instrumentation shall be provided by others. Instrumentation shall be the responsibility of others. DFS expects to be provided with the required instrumentation engineering unit scaling by the Utility.

Field Services:

Type

- Integration Survey
- Wire Termination (1 person)
- SCADA & Automation
- Commissioning & Training
- Punchlist Resolution

NIX WELL 5 - RTU042 (\$20,000.00)

Enclosure: 16x23x7 4X 316 SS White RTU 204 Wall mount w/ Latch, DFS

Finish: White

Mounting location: Recommended on Legs of Rohn 25G

System ID: STEPHE-1

Communications: Radio (protocol:, freq: 217.875 MHz) to CTU

Antenna: Mounted by others at least 35 feet, oriented to 278 degrees Magnetic

PLC: Yes

Panel Mount OIT: No

UL - 508A: No

Control Panel Materials:

Qty	Item
1	MBP-3
1	Power Supply Module
1	Telemetry Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
1	Digital Control Module 4 Output
1	Analog Monitor Module
1	Battery, 7 Amp hour
2	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
3	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 15A
1	Coaxial Surge Protector

Provided Field Instrumentation:

Qty	Item
None	

RF & Antenna Materials

Qty	Item
1	4' x 1" Glue-Type Heat Shrink
20	Band-it 9" coated SS cable tie
50	DFS RTC-400 LMR400-DB / foot
2	DFS RTC-400 coax connectors
1	FCC Licensing Services
1	RTA209 – VHF (217-220 MHz) 9.2 db Yagi

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	5	1	3	0
Spare	1	1	1	0

Hardwired IO List:

Digital Inputs			
HOA AUTO	PHASE MONITOR STATUS	WELL PUMP FAULT	WELL RUN STATUS
WIRED SPARE			

Digital Outputs			
WELL PUMP CALL			

Analog Inputs			
DISTRIBUTION PRESSURE	WELL FLOW	WELL SHAFT LEVEL	

Analog Outputs			
None			

Process: Well Control

Instruments: Flow Meter, Distribution Pressure, Well Shaft Level, Remote PV Airport GST Level

Devices: Well Pump

Automation:

The Well will utilize On and Off setpoints using the remote Airport GST as the Process Variable. A selector on the custom screen will allow the operator to select between Summer or Winter operation. Each mode of operation will have dedicated On and Off setpoints.

A user-adjustable timer will prevent the well from being called again for X amount of time through automation after its previous automatic cycle has ended. The On Delay timer will also be user-adjustable and will be initially set to the default value of 10 seconds.

Lockouts & Alarms:

Lockouts include:

- Phase Loss

Alarms include:

- Fail to Start
- Fail to Stop
- Low Distribution Pressure
- High Distribution Pressure
- Low Well Depth
- High Well Depth
- AC Power Loss – set up in server configuration.
- DC Power Loss – set up in server configuration.

Additional Site Details:

- PLC Project should allow for the same project to be used at any of the NIX WELL SITES.
- Custom graphical displays of telemetry/project data will be built in a style specific to the utility.

Field Conduit and Wiring:

- Conduit and wiring from Well Pump Panel to DFS RTU, and all required Instrumentation shall be provided by others. Instrumentation shall be the responsibility of others. DFS expects to be provided with the required instrumentation engineering unit scaling by the Utility.

Field Services:

Type

- Integration Survey
- Wire Termination (1 person)
- SCADA & Automation
- Commissioning & Training
- Punchlist Resolution

PROJECT DETAILS

DFS Scope of Work:

DFS will assemble, program, and or modify control panels and or automation programming and custom screens as described above and then test them in our facility. After testing is complete, DFS will ship above described RTUs and or RTU upgrades to the location designated by the customer. Any listed antenna system will be installed by DFS unless otherwise indicated above.

Panel construction and or modifications will maintain standard DFS materials and wiring practices unless noted otherwise.

Any conduit provided by DFS will be flex or rigid PVC, unless otherwise noted.

DFS will complete all configurations at the central site and provide on-site start-up services and operator training unless otherwise indicated above.

Submittals and O&M Manuals will be distributed via electronic mail in Adobe PDF format. This quote includes (3) printed and bound copies of the Submittal, (3) printed and bound copies of the O&M Manual (including a USB flash drive with electronic copy and all applicable PLC and or server logic code) as well as a set of waterproof as-built drawings (when applicable) for each RTU. Additional printed Submittal, O&M Manual or drawing set copies are available at \$35.00 each. For projects consisting of programming only with no panel manufacturing or modification, this quotation may be used for approval in lieu of a submittal. Please feel free to contact DFS with any questions concerning this project or changes in your telemetry system.

Trip Schedule: (\$10,290.00)

The following trips are provided to perform the associated Field Services:

Type	Trips
Integration Survey	1
Wire Termination (1 person)	1
SCADA & Automation	1
Commissioning & Training	1
Punchlist Resolution	1

Site Readiness

It is the responsibility of others to ensure that site(s) are ready for scheduled work and to coordinate the presence of technical personnel or specialists required for support to be on site or readily available. Additional trips and/or site-services resulting from the lack of site readiness may be billed on a time and material basis.

Standard System Operation Methodologies:

DFS standard methodologies employed throughout the utility’s current control system will be used to maintain operational continuity.

Each device controlled will be done so using software device controllers. Software device controllers have operator defined Min, Max, and Manual Control set points as well as a Current status in addition to the device controller basic and operational criteria. The Min and Max set points define in percent the range the devices are permitted to operate during the automatic process. The Manual Control set point defines the device operation when called to operate in manual. The Manual Control set point is overridden when the device is made available to the automatic process.

When applicable, rate or speed of a device will be governed using the process controller in the process description.

When the process variable instrument registers a value to operate a device based on the Start operation set point, in excess of 10 seconds, the assigned device will be called to operate. The device will continue to operate until a Stop operation set point value had been obtained in excess of 10 seconds. When multiple devices are required to operate, each device will function in a similar manner.

Device controllers with automatic algorithms will maintain the following basic and operational criteria. Each device will be monitored for Local/Remote (HOA in Auto equals "Remote") and Run Status if available. If a controlled device is not equipped with a HOA switch it will always be considered in Remote. If a controlled device is not equipped with a Run Status it will always be considered as operating correctly. The controls for each device will include a Manual/Auto and either a Stop/Start, Open/Close or other appropriate control. The digital input from the device's HOA determines its availability for control by the SCADA system, "Remote" being the permissive signal for SCADA control. The software Manual/Auto control dictates whether the device will be controlled manually or automatically via SCADA. A device is considered available to the automatic process when it is in "Remote" and "Auto" and the device has not failed. A device is deemed "failed" when it has been called to operate by the automatic process and the device status indication has not operated as expected in excess of 30 seconds. To clear a device fail condition, simply place the device back into "Manual" or "Local" until the condition has cleared.

All set points residing in the PLC will have default factory values when shipped. The set points can then be modified by an operator via SCADA or available HMIs as needed. New set point values will be retained in the PLC in the event of a power cycle.

GRAPHICAL DISPLAYS

Custom graphical displays of telemetry/project data will be built in a **style specific to the utility**. The screen/displays will show basic process flow and instrumentation placement relative to this flow, with device control and status represented consistent in style with other custom HMI screens on the utility's HyperSCADA server. HMI screens are developed during the programming phase of a project. A copy of the HMI screens, if applicable, will be submitted for review upon completion. If the utility has adopted a graphical standard other than DFS Systems Engineering Style, contact the Badger Meter project coordinator to provide examples.

Radio Study

Radio Study General Exception - The antenna requirements are based on our radio study. Actual calculations of the radio study data are performed by DFS software using proprietary algorithms and trade secrets, these calculations will not be provided. Radio summary of information and topological studies are general in nature and will be provided under this proposal during the submittal process when requested.

Additional Details

Hardwired I/O Requirements:

- a. All digital inputs to the DFS RTU will be of a dry contact type, terminal connections to be provided by the MCC manufacture/contractor/customer.
- b. DFS digital inputs utilize a 24 VDC battery backed bias. In cases where voltage drop from long wire runs makes 24 VDC impractical or where existing monitoring of contacts is done with 120 VAC, 120 VAC will be used.
- c. Mixing of multiple sources of power will not be permitted.
- d. All digital outputs from DFS RTU will be dry contacts and provide for 120VAC at 10amp capacity.
- e. All analog input signals will be 4-20mA (preferred) or 0-5VDC, and use Shielded Cable.
- f. 4-20 mA signals at minimum to provide 500-ohm impedance drive.
- g. All pulse inputs to be dry contact and mechanically operated.

- h. All penetrations must be made to the bottom of the enclosure unless coordinated with DFS prior to submittal completion.
- i. The field terminal blocks in the DFS RTU provide for stranded wire with a maximum size of 12AWG.

Utility Submittal Involvement

A submittal copy will be issued to the utility for review during the submittal phase. Inputs from the utility are expected to be included with submittal comments and/or approval.

Work to be Performed by Utility/Others:

- a. Ensure 120 VAC power is near the location of the DFS RTU for connection to power.
- b. Make site and personnel available to operate system as needed when work is scheduled.
- c. All required instrumentation devices either exist or shall be provided and installed by others.
- d. All Antenna Mounting Structures shall be furnished and installed by others.
- e. Mounting of RTU enclosures to include running conduit and wiring from existing Pump Control Panel shall be performed by others.
- f. Grounding of the RTU shall be performed in accordance with Badger Meter’s grounding procedures by others.

Miscellaneous: (\$220.00)

Qty	Item
1	Base Page

Spare Parts: (\$7,559.00)

Qty	Item
1	PSM
1	TIM
1	PLC800
1	DCM-4 Out
1	AMM
4	6mm, 110 VAC SPDT, 6A
2	14mm, 110 VAC SPDT, 16A
1	SPS-001
1	TFS-001
1	CITEL, DS220S-24DC
5	ASI, 1x Analog, DIN
5	Fuse, 1 Amp
5	Fuse, 2 Amp
5	Fuse, 4 Amp
5	Fuse, 10 Amp
1	Polyphaser

Lead Time

Submittal: Approximately 60 days, after acceptance of order and any required documentation.
 Equipment: Approximately 150 days, after receipt of approved submittal.

Pricing & Terms:

This quotation totals **\$118,069.00**. Pricing assumes credit approval by DFS and is based on DFS’s general terms & conditions governing quotations and performance. This proposal will be honored for 90 days. DFS will submit an invoice for each activity and payment schedule is as follows:

- 25% Mobilization (upon submittal approval)
- 55% Delivery of Product
- 15% Start Up
- 5% Completion of Punch List items

DAVIS BACON WAGES DO NOT APPLY.**QUOTATION NOTES:**

1. Only those items and services specifically listed above are included in this quotation.
2. All applicable taxes must be added to the quotation total.
3. All items shipped will be billed at the time of shipment. Shipping is included.
4. The estimated lead times are subject to change based on component availability, global supply chain constraints, or credit review.
5. This quotation is made subject to the terms and conditions found on the following link:
<https://www.badgermeter.com/legal-and-compliance/>
6. A surcharge of 3% will be added on all invoices paid using MasterCard and/or Visa credit cards.
7. Pricing stipulates that: (a) Badger Meter crews will have access to work site(s) to perform their work during all daylight hours, seven (7) days a week, including holidays, and (b) worksite(s) are accessible by conventional two-wheel drive vehicles.
8. This quotation specifies that the Purchaser accepts our current insurance provider(s) and policy coverage. Insurance information is available upon request.
9. Badger Meter prefers that our Standard Agreement of Sale be adopted as the contract establishing the terms under which we will participate in this project.
10. Unless explicitly stated in this quotation, the Purchaser or Owner is responsible for obtaining all necessary permits, drawings, and certificates required for the project. Quotations do not include any required permitting, sealed drawings, or associated fees.
11. Badger Meter employees will not enter "Confined Spaces" and/or "Permit-Required Confined Spaces" as OSHA defines. Others shall perform any such requirement.
12. All electrical equipment to be accessed by Badger Meter employees must be temporarily removed from service during the performance of their scope of work.
13. Badger Meter will file FCC license application(s) for each radio site upon receipt of the order. If an order is canceled, the FCC license fees will remain payable at \$500.00 per radio site.
14. Badger Meter will coordinate the RTU radio address directly with the UTILITY/END-USER to ensure adherence to any existing numbering scheme and to consider methods for achieving optimal polling loop efficiency.
15. All Badger Meter supplied TCU and RTU204 stainless-steel enclosures are painted white with "Polane® T Polyurethane Enamel" to meet internal heat requirements, as well as providing superior appearance and durability. This quotation takes exception to any specification for powder-coating (Polane will be utilized). Our warranty does not require sunshields and/or air conditioning and shall not be supplied under this scope, regardless of specification.
16. Antenna requirements are based on radio studies performed by Badger Meter. The calculations are proprietary software algorithms and other trade secrets that are considered confidential. Radio study "summaries" and topographical maps are general and can be provided during the submittal process when requested.
17. This quotation outlines responsibilities that fall under the Purchaser. The Purchaser must ensure the site is adequately prepared for Badger Meter when work is requested. If the site is not prepared, if any additional work is required due to incomplete tasks that are the responsibility of others, or if the Purchaser requests extra work, these will be billed on a time-and-materials basis and may require a return trip charge of at least \$2,500.00.
18. If a Purchaser cancels any onsite service less than five (5) business days before the service, a cancellation

charge of at least \$2,500.00 will be invoiced to the Purchaser.

19. This quotation is formatted and priced for direct purchase from the Utility. If this scope is to be purchased by others, a revised quote is required to cover additional project administration charges. These additional charges cover routine contractor/developer requirements such as contract management, submittal preparation, project coordination, owner notices, etc.



Data Flow Systems is now part of SmartCover (A Badger Meter Brand)

January 1, 2026

This letter confirms that Badger Meter, Inc. (BMI) - the corporate entity that owns and operates the SmartCover brand—is the sole creator, manufacturer, and marketer of a group of systems and products, including the TAC II SCADA System, as well as Remote Terminal Units (RTUs), Telemetry Control Units (TCUs), Hyper SCADA Server (HSS), HyperTAC SCADA Software, and the *Symphony Pump & Flow Management*® technology. SmartCover is also the sole source provider for all associated support, repairs, service, and training for each of these solutions.

The SmartCover family of products has nine (9) issued patents globally including patents governing wastewater collection flow management and techniques, fluid flow management system and associated methods, fluid flow management through a wastewater level manipulation system and associated methods, liquid level determination system and association methods, liquid level determination system, valve malfunctioning detection system for a vacuum sewer and associated methods, modbus simulation system and associated transfer methods, and liquid-resistant control systems enclosure.

Further, the SmartCover family of products are designed and manufactured by SmartCover to provide users with unique qualities and functions for remote monitoring and control for water, wastewater, and stormwater utilities.

Users acquire trend data via the patented and proprietary *HT4*® software tool which issues “Alarms” and “Alerts” that monitor specific operational parameters. All notifications provide information and resources enabling effective, informed decision-making for corrective or preemptive action. The patented *HT4 Mobile*® app is designed to have access to the software from the plant, field or office.

The patented *Symphony Pump & Flow Management*® technology coordinates the system-wide operation of sewer lift stations for the purpose of reducing force main pressures and equalizing flow into a wastewater treatment plant, which enables the ability to significantly reduce energy costs and provide a solution to daily peak-flow issues

Among its portfolio, SmartCover products are protected by the following US Patents: 8,594,851; 8,600,568; 8,983,667; 9,556,040; 8,340,929; 8,521,452; 8,228,190; 8,260,872 and 9,200,466. We hope this information will satisfy your requirements and that it clearly demonstrates the special, patented, unique and proprietary features of our systems.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Stoll", is written over a light blue horizontal line.

Kim Stoll
General Manager, SmartCover
Badger Meter, Inc.

SUBJECT: Graham to Estes Stormwater Drainage Project – Professional Services Proposal
MEETING: Public Works Committee Meeting – 21 APR 2026
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends entering into a professional services agreement with Kimley-Horn and Associates, Inc. for engineering design services associated with the Graham St. to Estes Ave. Drainage Improvements project as approved in the adopted FY24-25 budget.

BACKGROUND:

The City of Stephenville continues to evaluate and improve stormwater infrastructure to address localized drainage issues and ensure system capacity for future development.

The area between Graham Avenue (SH 108) and Estes Avenue includes existing culvert infrastructure installed by TxDOT within the right-of-way, as well as undersized drainage piping of various materials installed decades ago by the property owner which requires material and sizing improvements.

PROJECT:

Kimley-Horn and Associates, Inc. has submitted a professional services agreement to provide engineering services for the evaluation and design of drainage improvements from Graham Avenue to Estes Avenue with a proposed scope of services that includes a drainage analysis to replace the existing undersized storm drain system, including a hydraulic analysis, exhibits, and opinions of probable construction cost as well as construction plans and specifications.

The design schedule anticipates completion of the drainage analysis within approximately 45 days and construction plans within approximately 150 days following direction from the city and receipt of project survey data.

Bidding and construction phase services are not included in this agreement but may be authorized by formal action when the construction is funded.

A copy of the proposed Professional Services Agreement is attached to this report.

A copy of the proposed Professional Services Agreement is attached to this memo.

FISCAL IMPACT SUMMARY:

The agreement provides for the preparation of construction drawings and detailed specifications for a total not-to-exceed cost of \$95,000 and includes an analysis, construction plans, and specifications for a construction-ready project.

The approved FY24-25 budget allocated \$100,000 for professional design services specifically for this project.

The construction cost will be estimated and provided based on the design.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not perform the design.
2. Recommend a different firm.

ADVANTAGES:

Approval of the proposed agreement is \$5,000 under the approved, allocated project budget.

Approval of the agreement allows the city to move forward with designing critical drainage improvements in a known problem area.

DISADVANTAGES:

There are no known disadvantages to proceeding as described above.

ATTACHMENTS:

[Graham to Estes Stormwater Drainage Improvements Project – Professional Services Agreement](#)

April 13, 2026

Michael Shelton, P.E., AICP
City Engineer
City of Stephenville
298 W Washington St.
Stephenville, Texas 76401

Re: Professional Services Agreement – Graham St. to Estes Ave. Drainage Improvements

Dear Mr. Shelton,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Stephenville (“Client” or “City”) for providing engineering services for the Graham St. to Estes Drainage Improvements. (“Project”).

Project Understanding

The City desires to evaluate the existing drainage conditions of the Graham Street/State Highway 108 (SH108) culvert and downstream storm drain infrastructure towards Estes Ave. Consultant will coordinate with the Texas Department of Transportation (TxDOT) and Fort Worth and Western Railroad (FWWR) for permitting requirements. Consultant will provide construction documents and easement documents, if required, for the proposed storm drain improvements.

Scope of Services

Consultant will provide the services specifically set forth below.

Task 1 – Storm Drain Routing Study

The Consultant will provide the following professional services:

A. Data Collection

- a. The Consultant will facilitate data collection with Client staff. The City shall provide existing record drawings and drainage models. Consultant may rely on provided data but shall verify critical information necessary for design. Consultant remains responsible for accuracy of final design.

B. Alignment Evaluation

- a. The Consultant will analyze two routes for the upstream portion of Graham Street Storm extension of the triple barrel 5'x5' Reinforced Concrete Box (RCB) storm system installed by TxDOT. This evaluation will evaluate routing the storm drain/open channel through the Hale property as the first alternative. The second alternative will evaluate the alignment through the Elm and/or Estes right-of-way for the storm drain. The Consultant will evaluate these options using LiDAR topography during this stage of the design project.
- b. The Consultant will document the hydraulic capacity of the two alternatives. Both systems are anticipated to have the same starting flow from the upstream junction box installed by TxDOT.

- c. The Consultant will prepare two (2) alignment exhibits, opinion of probable construction costs (OPCC), and a short narrative discussing the two alternatives for City review and feedback. The exhibit will identify any permanent or temporary easements needed for this project.

Deliverables:

- A. Storm Drain Alignment Exhibits (PDF)
- B. Alignment Narrative (PDF)
- C. OPCC (PDF)

Services/Deliverables provided by the City:

- A. GIS Data
- B. Previous Record Drawings, Drainage models and Studies in the area

Task 2 – Storm Drain Construction Plans

The Consultant will provide the following professional services:

- A. Storm Drain Construction Plans
 - a. The Consultant will design approximately 700 linear feet of storm drain or open channel from the existing junction box installed by TxDOT to the existing channel at the south end of Estes Avenue. The construction plans will consist of the following sheets:
 - i. Cover Sheet (1 Sheet)
 - ii. General Notes (1 Sheet)
 - iii. Storm/Channel Plan and Profile Sheets (2-3 Sheets)
 - iv. Storm/Channel Details (1-2 Sheets)
 - v. Drainage Area Map (1 Sheet)
 - vi. Supporting Hydraulic Calculations (1-2 Sheets)
 - vii. Erosion Control Sheet (1 Sheet)
 - viii. Utility Repair Plans (if needed)
 - b. The Consultant will evaluate the total flow coming to the storm drain system and compare this to the Freese and Nichols Records and TxDOT Records. It is not anticipated that the system installed is undersized but should the Consultant’s peak flow for the 100-year storm event be higher than previously studied, the Consultant will design the storm extension based upon capacity of the upstream system.
 - c. The Consultant as part of this task will obtain topographic survey for the design alternative through a subconsultant. Consultant will provide right-of-entry (ROE) forms to property owners prior to entering private property. Upon preparation and delivery of ROE notices, City will assist with acquiring ROE, if necessary.
 - i. The survey will consist of performing cross sections every 50 feet and will include the location of the property/right of way lines. The surveyor will stake the right of way for the franchise utilities. Other subtasks in the scope consist of:
 - 1. Establish horizontal control points.
 - 2. Establish a vertical control benchmark circuit as needed throughout the project.

3. Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
4. Perform a survey to identify and locate existing topographic elements within the project limits consisting of the following:
 - a. Property corner monumentation
 - b. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - c. Driveways
 - d. Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
 - e. Outfalls and erosion control
 - f. Existing driveway culverts and swales
 - g. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - h. Signs (excluding temporary signs)
 - i. Buildings and permanent structures
 - j. Retaining walls
 - k. Landscaping
 - l. Fence limits and material types (excluding temporary fences)
 - m. Other applicable physical features that could impact design
5. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

- d. It is not anticipated that this project will be constructed within the 2026 Fiscal Year. The Consultant will finalize the construction plans with signed and sealed construction drawings for the City. Technical specifications and applicable TxDOT standard specifications will be provided to the City. No Project Manual, bidding, or construction services will be performed as part of the base contract. City will provide project manual.

Task 3 – Permitting and Coordination

The Consultant will provide the following professional services:

- A. Coordination with TxDOT
 - a. The Consultant will coordinate with TxDOT for the proposed storm drain improvements that connect to the existing junction box.
 - b. The Consultant will prepare up to one (1) exhibit for the City to coordinate with TxDOT.
- B. Coordination with Fort Worth and Western Railroad (FWWR)

- a. The Consultant will coordinate with FWWR for the proposed storm drain improvements on the outfall near Estes Avenue.
- b. The Consultant will prepare up to one (1) exhibit for the City to coordinate with FWWR.
- C. The task is budgeted at an assumed 60 hours of effort. Consultant will prepare all design-related materials required for permit applications. City will act as applicant unless otherwise noted.

Task 4 – Easement Exhibit A Preparation (if needed)

The Consultant will prepare up to two (2) Exhibit A easement documents if needed for the project. Consultant will not be providing any easement acquisition services as part of this task.

Additional Services

Any services or effort not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Consultant will not proceed with Additional Services prior to receiving written authorization from the City. Additional services we can provide include, but are not limited to, the following:

- A. Property and/or Easement Acquisition Services
- B. A 2D hydraulic modeling analysis.
- C. Project Manual/Specification Preparation
- D. Project Bidding Services
- E. Construction Phase Services
- F. Attendance at Public Meetings beyond those specifically included in the Scope of Services referenced above.
- G. Assisting Client 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 Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- H. Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- J. 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 the Client.

Schedule

Consultant is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following:

- TASK 1: Storm Drain Routing Study – 45 calendar days after notice to proceed and receipt of necessary City record documents to perform the evaluation.
- TASK 2: Storm Drain Construction Plans – 150 days after City Direction and Receipt of Topographic survey.

Fee and Expenses

Consultant will perform the services in Task 1 and 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, bid advertising and similar project fees will be paid directly by the Client. Should the Client request Consultant to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Basic Professional Services:

Task 1 – Storm Drain Routing Study	<u>\$ 10,000.00</u>
Task 2 – Storm Drain Construction Plans	<u>\$ 65,000.00</u>
Total Basic Professional Services Fee	\$ 75,000.00 Not to exceed

The Engineer will perform the Services in Tasks 3 and 4 on a labor fee plus expense basis as shown below. Labor fee will be billed on an hourly basis.

Additional Services: Shall be performed only upon written authorization form the Client.

Task 3 – Permitting and Coordination	<u>\$ 15,000.00</u>
Task 4 – Easement Exhibit A Preparation (if needed)	<u>\$ 5,000.00</u>
Total Additional Services Labor Fee:	\$ 20,000.00 Not to exceed

Total Budgetary Fee:	\$ 95,000.00 Not to exceed
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Lump sum fee will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Consultant project number.

As to Task 3 and 4, a percentage of labor fee (6%) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage (this is included in the budgeted amounts above). Administrative time related to the project will be billed hourly. This allocation is already included in the tasks.

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst (EIT, Acct.)	\$230
Professional (Design Engineer, Sr. Acct.)	\$295
Senior Professional I (Project Engineer)	\$340
Senior Professional II (Senior Engineer)	\$380
Senior Technical Support (Senior CAD Operator)	\$280
Support Staff (Admin)	\$150
Technical Support (CAD Operator)	\$155

Effective through December 31, 2026

Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

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Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Stephenville, Texas.

Consultant, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. Please include the invoice number and Consultant project number with all payments. Invoices will include labor detail (hours) by billing classification and employee name for hourly services tasks only. Please provide the following information:

- ✓ Please email all invoices to publicworksadmin@stephenvilletx.gov

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Dylan Swoboda, P.E.

Title: Project Manager

Signed: 

Printed Name: Bradley J. Hill

Title: Regional Contract Lead

City of Stephenville, Texas

Signed: _____

Printed Name: _____

Title: _____

Attachment – Standard Provisions (Modified)

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS (MODIFIED)

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 45 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and

satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Intentionally Removed.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work

in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 13) Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) Construction Phase Services.**

 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to

register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- 20) Additional Schedule Requirements.** Kimley-Horn acknowledges that time is of the essence in performing this Agreement. Kimley-Horn and Client agree that the amount of loss, damages, or harm likely to be incurred as a result of Kimley-Horn's delay is incapable or difficult to precisely estimate, and therefore Kimley-Horn and Client desire to stipulate the amount of such loss, damages, or harm. *Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.* Kimley-Horn and Client further agree that the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by Client as a result of Kimley-Horn's delay. Failure of Kimley-Horn to complete *its services with the project* in accordance with the schedule will result in liquidated damages of \$100.00 per consecutive *business day for an unexcused delay in performing the services*, until the final deliverables are submitted. *Such liquidated damages shall not exceed 5% of Kimely-Horn's total fee received by the City.* If Kimley-Horn's services are delayed through no fault of Kimley-Horn, Kimley-Horn shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in Client or regulatory reviews, delays on the flow of information to be provided to Kimley-Horn, governmental approvals, permits and easement acquisition, etc. These delays may result in an adjustment to compensation as outlined in this Scope of Work. In the event the Client is considering assessing liquidated damages against Kimley-Horn, the Client will promptly notify Kimley-Horn in writing and schedule a meeting with Kimley-Horn to review the project schedule before any assessments are made against Kimley-Horn.

Public Works Department

STAFF REPORT



SUBJECT: Funding for Additional Water Meter Replacements
MEETING: Public Works Committee Meeting - 21 APR 2026
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams, P.E., CFM

RECOMMENDATION:

Staff recommends approval of a \$120,000 allocation from utility reserves to the Customer Service Maintenance account to provide an additional inventory of water meters and associated equipment.

This inventory will support the two new Customer Service positions approved in the FY25-26 budget and will be used for the replacement of failing water meter infrastructure to ensure billing accuracy and system reliability.

BACKGROUND:

As part of the adopted FY25-26 budget, two additional Customer Service positions were approved to address the growing need for proactive maintenance and replacement of aging water meters. A significant number of meters currently in service are approaching or have exceeded their useful life, resulting in decreased accuracy, increased maintenance issues, and revenue loss.

PROJECT:

The requested funding, if supported and approved, will be used to procure a seed stock inventory of water meters and associated parts, including but not limited to radios, wiring, transmitters, meter boxes, and other necessary components.

The inventory will enable the newly approved Customer Service staff to perform timely replacements of malfunctioning or inaccurate water meters. Establishment of an updated baseline inventory will allow staff to efficiently respond to failing meters and implement a systematic replacement approach to support a dedicated, ongoing replacement program.

The program priority will be to identify and replace failing meters in the system as it moves forward with updating meters in the system to improve measurement accuracy, reduce service disruptions, and ensure customers are billed fairly for water usage.

FISCAL IMPACT SUMMARY:

The Finance Department has confirmed the \$120,000 in additionally requested funds for this project is available in utility reserves, which would result an unrestricted, positive cash balance in excess of \$32,000 after allocation for this FY.

ALTERNATIVES:

The following alternatives are provided for council consideration:

1. Do not support approval the allocation as presented;

ADVANTAGES:

Approval of the allocation will allow for the immediate establishment of a dedicated meter replacement program, improving overall system accuracy and operational efficiency.

Proactively replacing failing meters will help ensure accurate billing and reduce revenue loss.

DISADVANTAGES:

Delaying the establishment of inventory may result in continued inaccuracies in metering and potential inefficiencies in service response.

ATTACHMENTS:

[None](#)