NOTICE OF MEETING
THE CITY COMMISSION OF BROCK, TEXAS

MAYOR JAY HAMILTON
COMMISSIONER BEN DAVIS
COMMISSIONER DEBBIE SCRIMSHIRE

ATTORNEY WHITT L. WYATT
TOWN CLERK ALYSSA VANESLER

MEETING DATE AND TIME:
Monday, September 18, 2023, 6:30 PM

MEETING LOCATION:
Brock Community Center
2115 FM 1189 Brock TX 76087

REGULAR AGENDA
Begins at 6:30pm

Unless specifically noted otherwise, action may be taken on any item listed below

1. **CALL TO ORDER AND ANNOUNCE QUORUM**

2. **INVOCATION AND PLEDGE**

3. **REGULAR AGENDA: Discussion and Possible action on the following**

3.1 **PUBLIC HEARING** on an Ordinance of the Town of Brock, Texas approving and adopting the annual budget for Fiscal Year beginning October 1, 2023 through September 30, 2024.

3.2 Tawnie VanderLans

3.3 Review contract from selected firm, Provenance Engineering, for Water/Wastewater Engineering Services.

3.4 Discussion on Bachoo Shopping Center

3.5 Authorize Interlocal agreement with Parker County for joint road projects.

3.6 Request for Qualifications (RFQ) to solicit proposals for financial audit services

3.7 TABLED FROM THE 8/21/23 TOWN COMMISSION MEETING: Discuss an ordinance establishing a permitting requirement for mobile food vendors

3.8 Discuss fire certification of occupancy inspection

3.9 Town Communications: Town of Brock Facebook & Instagram pages, Town website

3.10 Approve Meeting Minutes from August 21, 2023 Commission Meetings.

3.11 Approval of Invoices for Payment:

(a) Legal Services – WHF Invoice #180 ($12,362.50)
(b) Parker County Precinct #3 - Sign Replacement Savannah Drive ($312.86) & Sign Replacement Country Place Rd. ($207.70)
(c) Nextlink monthly phone service - ($42.07)
(d) The Weatherford Democrat advertising invoice #00112857 ($63.75) and invoice #00113060 ($53.45)
(e) Texas Municipal League ($396.50)

(f) Provenance Engineering, LLC - ($14,800)
(g) Blue Ridge Signs - ($395)

3.12 TABLED FROM THE JUNE 26, 2023 TOWN COMMISSION MEETING: Public hearing to consider approval of AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REZONING APPROXIMATELY 11.51± ACRES OF LAND GENERALLY LOCATED AT 1700 FM 1189, FROM LOCAL RETAIL (LR), TO A NEW PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW A MIXED USE DEVELOPMENT COMPRISED OF OFFICE, RESTAURANT AND RETAIL, USES, AND ASSOCIATED PUBLIC AND PRIVATE OPEN SPACE AND COMMON AREAS; FURTHER PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN AND BUILDING ELEVATIONS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

4. **REPORTS:**

4.1 City Attorney Update re the Town's Comprehensive Plan, Zoning Ordinance and Development Codes.

4.2 Review Town checking account deposits/disbursements

5. **CITIZEN COMMENTS:** The public may address the Commission regarding any item. Persons desiring to address the Commission must register on the sign-in sheet prior to the start of the meeting. Comments are limited to three (3) minutes.

Limited reply by the Commission is allowed under The Texas Open Meetings Act as follows: (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to: (1) A statement of specific factual information given in response; or (2) A recitation of existing policy in response; (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting

6. **EXECUTIVE SESSION:** The Commission reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed on the agenda, as authorized by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY.

Discuss and consider action following executive session.

7. **ADJOURN**

CERTIFICATION

I hereby certify that the above notice of meeting was posted on or before Friday, September 15, 2023, prior to 6:30 p.m. at the Brock Community Center, 2115 FM 1189 Brock Texas 76087 and at Brock Town Hall, 2451 FM 1189, Brock, Texas 76087.

Alyssa Vanesler
_____
Alyssa Vanesler
Town Clerk

ACCESSIBILITY STATEMENT

In compliance with the Americans with Disabilities Act, reasonable accommodations for persons attending meetings will be provided. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Alyssa Vanesler at townclerk@brocktx.net or via phone 817-396-5333.

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.1

Title
Ordinance No. 2023-006 - Annual Budget for Fiscal Year 2023-2024

Item Summary

This item is a public hearing to consider an Ordinance approving and adopting the annual budget for FY beginning October 1, 2023 through September 30, 2024.

Upon conclusion of the public hearing and consideration of this item, the Town Commission may vote to approve, approve with conditions, or deny.

Attachments

1. Ordinance NO. 2023-006
2. Exhibit A – Fiscal Year 2023-2024 Budget

ORDINANCE NO. 2023-006

AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, APPROVING AND ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, AND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE ADOPTED BUDGET; PROVIDING A SEVERABILITY, REPEALING, AND SAVINGS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposed general budget for the Town covering the fiscal year beginning October 1, 2023 and ending September 30, 2024 has been filed with the Town Clerk's office and made available for public inspection in accordance with applicable law; and

WHEREAS, the Town, in accordance with law, properly posted the proposed budget and held a public hearing regarding the proposed budget and provided notice of such public hearing by publication in the official newspaper of the Town at least ten (10) days before the date of the public hearing, and during the public hearing on the budget, all interested persons were given the opportunity to be heard for or against any item contained in said budget, and all said persons were heard, after which the public hearing was closed; and

WHEREAS, the Town Commission finds that all legal notices, hearings, procedures and publishing requirements for the adoption of the budget have been performed or completed in the manner and form set forth by law, and is of the opinion that the budget hereinafter set forth is proper and should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF BROCK, TEXAS:

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Adoption of Budget. That the budget for the Town of Brock, Texas for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, a true and correct copy of which is attached to this ordinance as Exhibit "A" is hereby adopted and approved.

SECTION 3. Publication of Budget. The budget as adopted hereby shall be deemed the official budget for the Town of Brock, Texas for the said fiscal year and a copy of the same attached hereto and marked as Exhibit "A" shall be filed with the county clerk as provided by state law.

SECTION 4. Appropriation of Funds. For the Town's fiscal year beginning October 1, 2023 and ending September 30, 2024, the amounts reflected in the budget to provide for the payment of expenditures shown in the budget, are hereby officially appropriated for maintenance and operations and such other expenditures and appropriated

recited therein.

SECTION 5. Amendments to the Budget. Pursuant to state law, expenditures during the 2023-2024 Fiscal Year shall be made in accordance with this budget and this ordinance, unless amended in accordance with Chapter 102 of the Texas Local Government Code.

SECTION 6. Authority of Mayor. That specific authority is given to the Mayor to make transfers of budgeted appropriations from one account/fund classification to another account/fund classification within the same fund or department.

SECTION 7. Repealing Clause. All ordinances of the Town in conflict with the provisions of this Ordinance be, and the same are hereby repealed and all other ordinances of the Town not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. Severability Clause. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid, void, unlawful or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Commission hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, voidness, unlawfulness or unconstitutionality, which remaining portions shall remain in full force and effect.

SECTION 9. Effective Date. This Ordinance shall take effect upon its passage.

PASSED AND APPROVED BY THE TOWN COMMISSION OF THE TOWN OF BROCK, TEXAS ON THIS THE 18th DAY OF SEPTEMBER, 2023.

TOWN OF BROCK, TEXAS

_____
Jay Hamilton, Mayor

ATTEST:

_____
Alyssa Vanesler, Town Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, Town Attorney

EXHIBIT A
TOWN OF BROCK, TEXAS FISCAL YEAR 2023-2024 BUDGET

Revenues	Actual (YTD) October 1, 2022 - August 31, 2023	Estimated September 2023	Projected FY 2022-2023		Proposed Budget 2023-2024 Fiscal Year	Comments
Sales & Use Tax	280,220.06	25,475.00	305,695.06		306,000.00	
Franchise Fee	203,164.63	7,330.00	210,494.63		88,000.00	Tri-County Agreement was pending renewal: payment received Aug. 2023 going back to 2021 ($62,966.98) & 2022 ($94,144.85). Proposal based on average quarterly deposit.
Mixed Beverage Tax	2442.36	244	2,686.36		3,000.00	
Permits/Applications/Misc. Revenue	461.76	76.92	538.68		3,500.00	Same proposed budget as last FY
Total Revenues	**486,288.81**	**33,125.92**	**519,414.73**		**400,500.00**	
Expenditures	**Actual (YTD) October 1, 2022 - August 31, 2023**	**Estimated September 2023**	**Projected FY 2022-2023**		**Proposed Budget 2023-2024 Fiscal Year**	**Comments**
Comprehensive Plan and Map Updates	0	0			-60,000	One time expense for updating Comp. plan & Zoning Maps
Insurance/Bond	-1987	-241.25			-5,000.00	Same proposed budget as last FY
Legal/Accounting/Consultants	-57,171.40	-8,500.00			-85,600.00	Note: Additional $15,000 added for audit of city's financials and $600 for annual tax filing
Newspaper publications					-750.00	Total of 6 newspaper publications for a total cost of $413.40 for this FY (note: expenditures fell under Legal as they were previously handling this process).
Administrative Independent Contractor/Office Expense	-14,625.65	-121.36			-37,500.00	Includes Town Clerk pay based on an estimate of 25 hours per week, software subscriptions, office supplies, postage, telephone
Road Repairs	-89,455.41	0			-130,000.00	Same proposed budget as last FY
Rent/Lease	-7630	0			-9,200.00	Town Hall office lease and Brock Community Center (included 5 additional Commission mtgs for possible special mtgs
Elections	0.00	0			-7,500.00	Potential of 2 elections plus $634 in incidentals
Misc					-5,000	Un-anticipated expenses
Total Expenditures	**-170,869.46**	**-8,862.61**	**-179,732.07**		**-340,550.00**	
Over/(Under)	**315,419.35**	**24,263.31**	**339,682.66**		**59,950.00**	**Revenue expected to be greater than Expenditures**

871,988.87	**Public Fund Checking Acct Balance as of 9/13/23**
59,950.00	**Projected Un-allocated cash reserves for FY 2024-2024**
931,938.87	**Estimated Account Balance**

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.3

Title

Discuss contract with Provenance Engineering for Water/Wastewater Engineering Services for ARPA Project RFP #2023-001.

Item Summary

The City issued an Request for Proposals (RFP) in August seeking proposals for engineering firms in connection with the ARPA Water and Wastewater funded projects. The purpose of this item is to discuss and consider awarding the project (RFP#2023-001) to the only responding firm, Provenance Engineering.

Attachments

1. Proposed Contract with Provenance Engineering
2. Statement of Qualifications

PROVENANCE
ENGINEERING
Rooted to Be *Uniquely Different*

September 14, 2023

Mr. Jay Hamilton
Town of Brock
2481 FM 1189
Brock, TX 76087

Subject: Water Supply Master Plan and Wastewater Master Plan – Contract Proposal

Dear Mr. Hamilton:

I am pleased to present our proposal for the Water Supply Master Plan and Wastewater Master Plan. I have prepared this proposal for your review and consideration. Please find the attached items for your review and comment.

- Engineering Master Services Agreement
- EXHIBIT A – Example Task Order
- Task Order #001 – Water Supply Master Plan
- Task Order #002 – Wastewater Master Plan

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

Sincerely,

Kent Riker, PE
President

Enclosure
Contract Proposal

ENGINEERING MASTER SERVICES AGREEMENT

This Engineering Master Services Agreement ("Agreement") is made by and between the **Town of Brock, Texas** ("OWNER"), and **Provenance Engineering, LLC** (**"**ENGINEER") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, OWNER desires to engage ENGINEER to perform certain work and services, hereinafter referred to only as "services", as further specified in individual Task Orders defined in Section 1 of this Agreement; and

WHEREAS, ENGINEER has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

ENGINEER agrees to provide engineering consulting services under individually developed Task Orders and associated scopes of services, as may be expressly authorized by the OWNER through issuance of an approved task order in conformance with this Agreement. ENGINEER shall not be entitled to any claim for extra services, additional (supplemental) services or changes in the services without a written agreement with OWNER prior to the performance of such services. ENGINEER understands and agrees that all of the services identified in each Task Order are contingent upon several factors, including, without limitation, the feasibility and, ultimately, the need for each project, the cooperation of the state and local entities involved, and the OWNER's appropriation of funding for each component of the services. Accordingly, ENGINEER shall not perform any services under this Agreement without first obtaining an approved and executed task order from the OWNER.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall expire on September 30, 2024 ("Initial Term"), unless extended or renewed in the manner provided herein. This Agreement shall automatically renew for up to four (4) additional one (1) year renewal terms beginning on October 1st and ending on September 30th of each year thereafter (each a "Renewal Term"), unless (i) either party provides written notice of its intent not to renew not later than thirty (30) days prior to the expiration of the then current term, or (ii) this Agreement is otherwise terminated as provided in Section 8, below. The OWNER has the option to extend the term of this Agreement, as necessary, for the ENGINEER to complete work on any task order entered into prior to the expiration of the Agreement.

Section 3. ENGINEER's Obligations

(a) Performance of Services. ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, ENGINEER may engage the services of any agents, assistants, or other persons that ENGINEER may deem proper to assist in the performance of the services under this Agreement; provided, that ENGINEER shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by OWNER. Notwithstanding, OWNER will obtain and/or furnish right of access on any project site for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

(b) Standard of Care. ENGINEER shall perform the services with the skill and care ordinarily provided by competent ENGINEERs practicing in the same or similar locality and under the same or similar circumstances and ENGINEER licenses. ENGINEER shall be responsible for the quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or omissions in the services. ENGINEER shall further make, without expense to OWNER, such revisions to the Project Documents as may be required to meet the needs of OWNER and which are within the ENGINEER's Scope of Services.

(c) Additional Services. Should OWNER require additional (supplemental) services not anticipated under this Agreement, ENGINEER shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in each Task Order, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

(d) No Waiver of OWNER's Rights. Neither OWNER's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.

(e) Independent ENGINEER. It is understood and agreed by and between the parties that ENGINEER, while performing under this Agreement, is acting independently, and that OWNER assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by ENGINEER pursuant to this Agreement shall be in the capacity of an independent ENGINEER, and not as an agent or employee of OWNER. ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(f) Inspection of Records. ENGINEER grants OWNER and its designees the right to audit, examine or inspect, at OWNER's election, all of ENGINEER's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. OWNER's audit, examination or inspection of ENGINEER's Records may be performed by an OWNER designee, which may include its internal auditors or an outside representative engaged by OWNER. ENGINEER agrees to retain ENGINEER's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "ENGINEER's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement.

OWNER agrees that it will exercise its right to audit, examine or inspect ENGINEER's Records only during regular business hours and upon reasonable prior notice. ENGINEER agrees to allow OWNER and its designees access to all of ENGINEER's Records, ENGINEER's facilities and the current or former employees of ENGINEER, deemed necessary by OWNER or its designee(s), to perform such audit, inspection or examination. Except as required under applicable law, in no event shall OWNER be entitled to audit the proprietary makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

(g) Certification of No Conflicts. ENGINEER hereby warrants to the OWNER that ENGINEER has made full disclosure in writing of any existing or potential conflicts of interest related to ENGINEER's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, ENGINEER hereby agrees immediately to make full disclosure to the OWNER in writing.

Section 4. Performance Schedule

(a) Time for Performance. ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient, timely, and manner in accordance with OWNER's requirements and in accordance with the task orders that are specified for each project. Time is of material consideration for services performed under this Agreement.

(b) Extensions; Written Request Required. No allowance of any extension of time or equitable adjustment to the services, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon OWNER for the same within thirty (30) business days after the cause for such extension or adjustment occurred, and unless OWNER and ENGINEER have agreed in writing upon the allowance of the same.

Section 5. Documents

(a) Project Documents. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by OWNER as required by this Agreement, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the ENGINEER) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER releases ENGINEER and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables provided under this Agreement for any other project where ENGINEER is not involved in said other project, or modification(s). OWNER shall have full authority to authorize ENGINEER(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, ENGINEER, agents, or consultants.

(b) ENGINEER's Documents. All previously owned intellectual property of ENGINEER, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by ENGINEER or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by ENGINEER to provide the services or protect deliverables to OWNER, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("ENGINEER's Documents"), shall remain the sole and exclusive property of ENGINEER or its suppliers. Notwithstanding, ENGINEER agrees that OWNER shall have the right to access to all such information and OWNER is granted the right to make and retain copies of ENGINEER's Documents. OWNER acknowledges that any reuse of ENGINEER's Documents without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.

(c) Confidential Information. ENGINEER agrees it will notify OWNER in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to OWNER. OWNER acknowledges that all such designated information is considered by ENGINEER to be confidential and the exclusive property of ENGINEER. Notwithstanding the foregoing, ENGINEER acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that OWNER will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if ENGINEER has not notified OWNER of such designation in conformance with this section. ENGINEER agrees and covenants to protect any and all proprietary rights of OWNER in any materials provided to ENGINEER. Additionally, any materials provided to ENGINEER by OWNER shall not be released to any third party without the consent of OWNER and shall be returned intact to OWNER upon termination or completion of this Agreement or if instructed to do so by OWNER. In the event OWNER delivers to ENGINEER information that it has expressly marked "Confidential" or has notified ENGINEER is confidential or is the proprietary information of a third-party, ENGINEER agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with ENGINEER's performance of the services under this Agreement. This obligation of confidentiality shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the services. ENGINEER shall further, at its own expense, defend all third-party suits or proceedings instituted against OWNER and pay any award of damages or loss resulting from an injunction, against OWNER, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights unless such claim is based on information and/or technology provided or specified by OWNER.

Section 6. Payment

(a) Payment Terms. OWNER agrees to pay ENGINEER for all services authorized by written task order and properly performed by ENGINEER, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to ENGINEER by

OWNER shall be based on detailed monthly invoices submitted by ENGINEER for work performed and accepted by OWNER, less any previous payments. Payment will be due within 30 days of the OWNER's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, OWNER reserves the right to delay, without penalty, any disputed payment to ENGINEER when ENGINEER has not made satisfactory progress on the services described in a particularly task order.

(b) Compensation. ENGINEER's compensation shall be as specified in each task order. In the event of any material breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect OWNER from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

(d) Deductions. OWNER may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to OWNER. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect OWNER from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

(e) Appropriation of Funding. All payments made pursuant to this Agreement shall be paid solely from lawfully available funds that have been appropriated by the OWNER. Under no circumstances shall the OWNER's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the OWNER shall have no obligation or liability to pay any amount due under this Agreement unless the OWNER appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the OWNER will take such steps as necessary to appropriate funding each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due ENGINEER during the ensuing fiscal year. OWNER shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the ENGINEER. None of the OWNER's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Section 7. **Default; Force Majeure**

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30^{th}) day following the non-breaching party's notice of default.

(b) Default by ENGINEER. In addition to default under Section 7(a) above, ENGINEER shall be in default under this Agreement if ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to ENGINEER's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of OWNER's written notice to ENGINEER regarding the same, OWNER may, at its sole discretion without prejudice to any other right or remedy:

(i) Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all services satisfactorily completed according to the industry standard of care prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by OWNER at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by re-subletting to others; or

(ii) OWNER may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of ENGINEER.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by OWNER. OWNER shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to ENGINEER.

(c) Termination Following Request for Modification. Should OWNER require a modification of this Agreement with ENGINEER, and in the event OWNER and ENGINEER fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services performed according to the industry standard of care by ENGINEER prior to such termination date.

(d) Suspension. OWNER reserves the right to suspend this Agreement for the convenience of OWNER by issuing a written notice of suspension which shall describe OWNER's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately

upon ENGINEER's receipt of said notice. Should such suspension extend past the expected duration identified by OWNER in its latest notice of suspension, ENGINEER shall have the right to terminate this Agreement if ENGINEER if (i) ENGINEER provides not less than thirty (30) days prior written notice to OWNER requesting to recommence the services, and (ii) OWNER does not recommence the services within the time requested.

Section 9. Insurance

(a) Required Insurance. ENGINEER shall during the term hereof maintain in full force and effect all policies the following insurance (unless otherwise agreed in writing by the Parties):

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, or actions relating to the ENGINEER's performance of services pursuant to this Agreement with a combined single limit of $1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of ENGINEER's employees involved in the provision of services under this Agreement with policy limit of $1,000,000.00; and
(iv) ENGINEER Liability covering negligent acts, errors and omissions in the performance of ENGINEER services with policy limit of $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

(b) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the OWNER, inclusive of its officials, officers, and employees, as additional insureds as to all applicable coverage to the extent of the indemnities agreed between the parties in Section 10 of this Agreement. (excluding Workers Compensation Insurance and ENGINEER Liability);
(ii) Provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance or reduction in coverage limits/material change; and
(iii) Provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (excluding ENGINEER Liability Insurance).

(c) Additional Insurance Requirements. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to OWNER prior to commencement of services.

Section 10. Indemnification; Notice.

OWNER SHALL NOT BE LIABLE FOR ANY THIRD PARTY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER CAUSING ANY BODILY INJURY TO PERSONS OR DAMAGE TO THIRD PARTY TANGIBLE PROPERTY ARISING FROM THE SERVICES OF ENGINEER PURSUANT TO THIS AGREEMENT. ENGINEER HEREBY WAIVES ALL CLAIMS AGAINST OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS

SECTION AS "OWNER INDEMNITEES") FOR DAMAGE TO ANY THIRD PARTY TANGIBLE PROPERTY OR BODILY INJURY TO, OR DEATH OF, ANY PERSON ARISING FROM ENGINEER'S PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT. ENGINEER FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS THE OWNER INDEMNITEES FROM AND AGAINST ANY AND ALL THIRD PARTY LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY THIRD PARTIES BY REASON OF BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF TANGIBLE PROPERTY OF THIRD PARTIES TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF ENGINEER, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A OWNER INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE ENGINEER SHALL INDEMNIFY THE OWNER INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO ENGINEER, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. ENGINEER shall promptly advise OWNER in writing of any claim or demand against the OWNER, related to or arising out of ENGINEER's obligations under Section 10 of this Agreement and shall see to the investigation and defense of such claims or demand at ENGINEER's sole cost and expense; provided, that OWNER, at its option and at its own expense, may participate in such defense without relieving ENGINEER of any of its obligations hereunder.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by ENGINEER

ENGINEER's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and ENGINEER agrees that the Agreement can be terminated if ENGINEER knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that ENGINEER's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that ENGINEER's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. **Miscellaneous**

(a) ENGINEER shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of OWNER. (b) ENGINEER shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services as of the Effective Date under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Parker County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. The prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For OWNER:

TOWN OF BROCK, TEXAS

By:_____
Jay Hamilton
Mayor

Date: _____

Notice Address:

Town of Brock
Attn: Alyssa Vanesler
2481 FM 1189
Brock, Texas 76087
E: Atownclerk@brocktx.net

With Copy To:

Wyatt Hamilton Findlay, PLLC
Attn: Whitt Wyatt
5810 Prairie Road, Suite 700-220
Flower Mound, Texas 75028
E: whitt@whflegal.com

For ENGINEER:

PROVENANCE ENGINEERING, LLC

By:_____
Kent Riker, P.E.
President

Date: _____

Notice Address:

Provenance Engineering, LLC
Attn: Kent Riker, PE
401 Russell Lane
Brock, Texas 76087
E: kriker@provenanceengineering.com

Brock Contract ID:
PSA_On-Call_v1.20230201

EXHIBIT A
SAMPLE TASK ORDER

GENERAL INFORMATION

All communications regarding the services to be performed under this Agreement shall be directed to the following individuals:

OWNER Representative	ENGINEER Representative
Name: _____	Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

DESCRIPTION OF SERVICES

ENGINEER will perform the following ENGINEER services on an as-needed basis in conformance with this Agreement:

[DESCRIPTION OF SERVICES ON THE FOLLOWING PAGES]

ENGINEER will only perform services identified in a Task Order approved by the OWNER.

T A S K O R D E R # 0 0 1

TASK ORDER #001
DATED: 09/18/2023

to ENGINEERING MASTER SERVICES AGREEMENT, DATED: 09/18/2023
Between Town of Brock, Texas and Provenance Engineering, LLC.

FOR Water Supply Master Plan

Project Description

The following scope of SERVICES clarifies and describes the SERVICES and associated project tasks to be performed and completed by the ENGINEER. SERVICES under this EXHIBIT A includes engineering services associated with the Town of Brock Water Supply Master Plan. The OWNER desires the development of a water supply master plan to understand present conditions of water supply sources and demand, identify future water demands, evaluate potential water supply sources, and develop a prioritized list of infrastructure needs for a 30-year planning period with associated cost estimates and possible funding sources. The project will include:

Basic Services – Basic services shall include the following:

- Project Management including QA/QC of deliverables
- Data Gathering and Review
- Demand Projections
- Water Supply Planning
- Capital Improvements Plan
- Rate Study Analysis
- Regulatory and Stakeholder Coordination

Supplemental Services – Additional services at the OWNER request include the following:

- Miscellaneous Services – general services during project

Basic Services

Upon receipt of notice to proceed, the ENGINEER will begin Basic Services as outlined herein. Listed below is a specific description of each task to be performed as part of the project.

- Deliverables:
  - Kick-off meeting agenda and minutes
  - Monthly project status reports
  - Draft Water Supply Master Plan
  - Final Water Supply Master Plan
- Meetings:
  - Kick-off meeting
  - Data Gathering Site Visits
  - Monthly Town Meetings
  - Draft Water Supply Master Plan Submittal Review

Task 1.100 – Project Management $40,000.00

Project management includes tasks necessary to manage the day-to-day progress of the project.

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

111. **Standing Conference Call** –The ENGINEER will have a standing monthly call with the OWNER's Project Manager to discuss the current project status report.
112. **Invoice Management** – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

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

121. **Project Setup** –The ENGINEER will follow quality procedures to setup the project reporting and control structure internally.
122. **Documentation** – Develop document management protocols for processing and documenting design drawings, calculations, OWNER decisions, and communication.
123. **Project Status Report** – Develop a project status report highlighting current scope and schedule progress; identifying potential changes to the scope of services; invoice status; on-going list of outstanding issues; decision log; and action item log.
124. **Monthly Town Meetings** – Attend monthly town meetings to provide project status updates and answer questions.

1.130. Kick-off Meeting – Conduct a project kick-off meeting with OWNER to review the project scope of services and schedule, define lines of communication and protocols, review deliverables, and develop success factors for completing the project.

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

Task 1.200 – Data Gathering and Review $25,000.00

Data gathering includes tasks necessary to obtain a thorough understanding of present conditions of water supply sources and demands through site visits, document review and agency coordination efforts.

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

211. **Document Review** - Collect and review all water resources documents including GIS data and mapping, water supply information, hydraulic models, previous studies, water monitoring reports, and any other relevant information made readily available to the ENGINEER.
212. **Site Visits** - Conduct site visits to visit key facilities and review records. Budgeting assumes up to ten (10) site visits.

213. **Prepare Chapter** - Prepare Existing Conditions chapter to document findings from the site visits and document review.

Task 1.300 – Demand Projections $20,000.00

Demand Projections include those tasks necessary to evaluate the OWNER's water service area for existing and future demand conditions to identify water supply needs.

1.310. Demand Projections - The ENGINEER will develop unit use factors based on historical consumption, land use, and regulatory requirements. The demand projections will include, at a minimum, the following:

311. **Existing Water Demand Analysis -** Using existing land use and any water supply production, delivery, and demand data available, the ENGINEER shall develop existing water demand factors and calculate exiting water demands.
312. **Future Water Demand Analysis**– Using future/buildout land use scenarios, the ENGINEER shall project future water demands, both annual and monthly, out to 2055.
313. **Prepare Chapter** - Prepare Water Demand Analysis chapter to document findings from the existing and future demand analyses.

Task 1.400 – Water Supply Planning $250,000.00

Water Supply Planning includes those tasks necessary to evaluate potential water supply sources to meet the existing and future demand conditions for the OWNER's water service area.

1.410. Water Supply Planning – The ENGINEER will evaluate potential water supply sources for both existing and future demand conditions. The water supply planning will include, at a minimum, the following:

411. **Identification and Evaluation of potential wholesale providers –** The ENGINEER shall identify and evaluate up to four (4) potential wholesale providers.
412. **Evaluation of Groundwater Supply Wells** – The ENGINEER shall evaluate the use of groundwater as a potential water supply source and identify purchase options.
413. **Phasing of Water Supply** – The ENGINEER shall evaluate and identify potential water supply phasing options.
414. **Prepare Chapter** - Prepare Water Supply Planning chapter to document findings from the water supply analysis.

Task 1.500 – Capital Improvements Planning $100,000.00

Capital Improvements Planning shall include those tasks necessary to identify and prioritize the infrastructure improvements needed to meet the OWNER's current and future water demands.

1.510. Capital Improvements Planning – The ENGINEER shall develop a 10-year capital improvement program for implementing the identified improvements. Project costs shall consider constructability issues presented by each proposed project. The capital improvements planning will include, at a minimum, the following:

511. **Identification and Prioritization of Projects –** The ENGINEER shall identify and prioritize the infrastructure improvements projects necessary to meet existing and future water

demands over the 30-year planning period. The implementation schedule shall utilize a phased approach based on projected growth and water demands.

512. **Estimation of Proposed Project Costs** – The ENGINEER will prepare a planning level opinion of probable cost for each identified infrastructure improvements project in present-day dollars. Engineer's opinions of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer.

513. **Develop a 10-year Capital Improvement Program** - The ENGINER shall develop a 10-year capital improvement program for use in developing the rate study analysis.

514. **Prepare Chapter** - Prepare Capital Improvements Planning chapter to document findings.

Task 1.600 – Rate Study Analysis **$35,000.00**

Rate Study Analysis shall include those tasks necessary to develop a planning level rate and fee structure for implementation of the capital improvements plan.

1.610. Rate Study Analysis – The ENGINEER shall develop a planning level rate and fee structure program for OWNER to cover estimated utility operating costs and capital costs over the 10-year capital improvements planning period. The rate study analysis will include the following:

611. **Rate Study Analysis** – The ENGINEER shall develop a planning level rate and fee structure program for the OWNER that provides for adequate reserves for emergencies, operations, and capital costs.

612. **Prepare Chapter** - Prepare Rate Study Analysis chapter to document findings.

Task 1.700 – Regulatory and Stakeholder Coordination **$30,000.00**

Regulatory and Stakeholder Coordination shall include those tasks necessary to coordinate with various regulatory agencies and stakeholders.

1.710. TCEQ Regulatory Coordination – The ENGINEER shall coordinate with TCEQ and other regulatory agencies to identify and coordinate regulatory requirements.

1.720. Stakeholder Coordination – The ENGINEER shall coordinate with Parker County SUD and other stakeholder agencies such as the City of Weatherford, Walnut Creek SUD, and other potential water suppliers to identify water supply options and evaluate their ability to meet existing and future water demands.

Supplemental Services

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

Task SS1.100 – Miscellaneous Services

The ENGINEER may perform mutually agreed upon additional miscellaneous Professional Services as requested in writing by the OWNER.

Time Period for Performance

Time periods for performance of the SERVICES are as follows:

Task 1.1 Project Management*	**18 months**
Task 1.2 Data Gathering and Review	**1 month**
Task 1.3 Demand Projections	**1 month**
Task 1.4 Water Supply Planning	**8 months**
Task 1.5 Capital Improvements Planning	**5 months**
Task 1.6 Rate Study Analysis	**3 months**
Task 1.7 Regulatory and Stakeholder Coordination*	**18 months**
Total	**18 months**

*Task will be ongoing over the course of entire Contract.

Method of Payment

The OWNER shall compensate ENGINEER on a lump sum basis of **$500,000.00** for the provided Basic Services described herein and the approved Supplemental Services described herein. Invoices shall be submitted monthly by the ENGINEER, in a format acceptable to the OWNER, based upon the percentage of SERVICES completed to date. The ENGINEER shall not exceed the stated fee amount without written approval from the OWNER. The ENGINEER shall seek written approval for any SERVICES outside of the stated scope before performing said SERVICES.

If additional services are requested by the OWNER, the ENGINEER shall utilize the following rate schedule in the preparation of a fee proposal:

STAFF CLASSIFICATION	HOURLY RATE
Principal Technical Director	$215.00
Sr. Project Manager	$195.00
Engineering Manager	$180.00
Professional Team	
Level III	$170.00
Level II	$155.00
Level I	$135.00
Support Team	
Technical Support Level III	$145.00
Technical Support Level II	$130.00
Admin Support Level II	$95.00
Admin Support Level I	$80.00
Intern - II	$65.00
Intern - I	$50.00

Expenses shall be billed to OWNER at cost plus 10 percent for items such as, but not limited to, the following:

1. Any and all subconsultant services associated with contract.
2. All printing related to work performed associated with contract.
3. Rented equipment, vehicle miles at IRS-approved rate, or other required equipment to perform contract.
4. Project specific fees required to perform work associated with contract.

Rates schedule will be adjusted yearly based on economic conditions.

Assumptions

This Scope of SERVICES assumes the following:

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

Services Not Included

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

- Meetings beyond those identified in this scope of services.
- Making significant modifications to the water supply master plan after the draft plan submittal has been approved by OWNER.
- Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications for government grants, loans, or planning advances, and providing data for detailed applications.
- Performance of miscellaneous and supplemental services related to the project as requested by OWNER, other than those described in Supplemental Services section.
- Any other services not listed in the Scope of Services.

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SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date executed herein.

For OWNER:

TOWN OF BROCK, TEXAS

By:_____
Jay Hamilton
Mayor

Date: _____

Notice Address:

Town of Brock
Attn: Alyssa Vanesler
2481 FM 1189
Brock, Texas 76087
E: Atownclerk@brocktx.net

With Copy To:

Wyatt Hamilton Findlay, PLLC
Attn: Whitt Wyatt
5810 Prairie Road, Suite 700-220
Flower Mound, Texas 75028
E: whitt@whflegal.com

For ENGINEER:

PROVENANCE ENGINEERING, LLC

By:_____
Kent Riker, P.E.
President

Date: _____

Notice Address:

Provenance Engineering, LLC
Attn: Kent Riker, PE
401 Russell Lane
Brock, Texas 76087
E: kriker@provenanceengineering.com

T A S K O R D E R # 0 0 2

TASK ORDER #002
DATED: 09/18/2023

to ENGINEERING MASTER SERVICES AGREEMENT, DATED: 09/18/2023
Between Town of Brock, Texas and Provenance Engineering, LLC.

FOR Wastewater Master Plan

Project Description

The following scope of SERVICES clarifies and describes the SERVICES and associated project tasks to be performed and completed by the ENGINEER. SERVICES under this ATTACHMENT A includes engineering services associated with the Town of Brock Wastewater Master Plan. The OWNER desires the development of a wastewater master plan to understand present conditions of wastewater treatment within the OWNER's service area, identify future wastewater needs, evaluate potential wastewater treatment options, and develop a prioritized list of infrastructure needs for a 30-year planning period with associated cost estimates and possible funding sources. The project will include:

Basic Services – Basic services shall include the following:

- Project Management including QA/QC of deliverables
- Data Gathering and Review
- Wastewater Flow Projections
- Wastewater Infrastructure Analysis
- Wastewater Treatment and Disposal Analysis
- Capital Improvements Plan
- Rate Study Analysis
- Regulatory and Stakeholder Coordination

Supplemental Services – Additional services at the OWNER request include the following:

- Miscellaneous Services – general services during project

Basic Services

Upon receipt of notice to proceed, the ENGINEER will begin Basic Services as outlined herein. Listed below is a specific description of each task to be performed as part of the project.

- Deliverables: Kick-off meeting agenda and minutes
  Monthly project status reports
  Draft Wastewater Master Plan
  Final Wastewater Master Plan

- Meetings: Kick-off meeting
  Data Gathering Site Visits
  Monthly Town Meetings
  Draft Wastewater Master Plan Submittal Review

Task 1.100 – Project Management $20,000.00

Project management includes tasks necessary to manage the day-to-day progress of the project.

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

111. **Standing Conference Call** –The ENGINEER will have a standing monthly call with the OWNER's Project Manager to discuss the current project status report.
112. **Invoice Management** – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

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

121. **Project Setup** –The ENGINEER will follow quality procedures to setup the project reporting and control structure internally.
122. **Documentation** – Develop document management protocols for processing and documenting design drawings, calculations, OWNER decisions, and communication.
123. **Project Status Report** – Develop a project status report highlighting current scope and schedule progress; identifying potential changes to the scope of services; invoice status; on-going list of outstanding issues; decision log; and action item log.
124. **Monthly Town Meetings** – Attend monthly town meetings to provide project status updates and answer questions.

1.130. Kick-off Meeting – Conduct a project kick-off meeting with OWNER to review the project scope of services and schedule, define lines of communication and protocols, review deliverables, and develop success factors for completing the project.

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

Task 1.200 – Data Gathering and Review $10,000.00

Data gathering includes tasks necessary to obtain a thorough understanding of present wastewater demands and treatment facilities within the OWNER's service area through site visits, document review and agency coordination efforts.

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

211. **Document Review** - Collect and review all documents pertaining to current wastewater demand, collection systems, and treatment facilities within the Owner's service area. Information shall include GIS data and mapping, permits, and any other relevant information made readily available to the ENGINEER to develop an inventory of existing sanitary sewer facilities.
212. **Site Visits** - Conduct site visits to visit key facilities and review records. Budgeting assumes up to five (5) site visits.

213. **Prepare Chapter** - Prepare Existing Conditions chapter to document findings from the site visits and document review.

Task 1.300 – Wastewater Flow Projections $25,000.00

Wastewater Flow Projections include those tasks necessary to evaluate the OWNER's service area for existing and future wastewater flows to identify collection and treatment needs.

1.310. Wastewater Flow Projections - The ENGINEER will utilize the findings of the Owner's Water Supply Master Plan as well as published wastewater demands based on land use to calculate present and future wastewater flow projections. The flow projections will include, at a minimum, the following:

311. **Existing Wastewater Flow Analysis -** Using existing land use data and the existing water demands from the Owner's Water Supply Master Plan, the ENGINEER shall calculate existing wastewater flows, both average daily and peak.
312. **Future Wastewater Flow Analysis**– Using future/buildout land use scenarios and the future water demands from the Owner's Water Supply Master Plan, the ENGINEER shall project future wastewater flows, both average daily and peak, out to 2055.
313. **Prepare Chapter** - Prepare Wastewater Flow Analysis chapter to document findings from the existing and future flow analyses.

Task 1.400 – Wastewater Infrastructure Analysis $40,000.00

Wastewater Infrastructure Analysis includes those tasks necessary to evaluate the Owner's service area and divide into individual sewer subbasins based on topographic information. It also includes the tasks necessary to identify locations of wastewater infrastructure, including treatment facilities, lift stations, and associated piping to meet the existing and future wastewater flow conditions.

1.410. Wastewater Infrastructure Analysis – The ENGINEER will utilize topographic data to identify potential locations for future wastewater infrastructure including treatment facilities, lift stations, and associated piping. The wastewater infrastructure analysis will include, at a minimum, the following:

411. **Identification of Sewer Subbasins –** The ENGINEER shall evaluate the Owner's service area and divide into individual sewer subbasins based on topographic information.
412. **Identification of Major Sewer Collection Infrastructure**– The ENGINEER shall identify potential locations for future wastewater treatment and collection facilities based on the identified sewer subbasins as well as present and future land use information.
413. **Phasing of Infrastructure** – The ENGINEER shall evaluate and identify potential wastewater infrastructure phasing options.
414. **Prepare Chapter** - Prepare Wastewater Infrastructure Analysis chapter to document findings from the analysis.

Task 1.500 – Wastewater Treatment and Disposal Analysis $40,000.00

Wastewater Treatment and Disposal Analysis include those tasks necessary to identify and evaluate potential wastewater treatment and disposal alternatives based on anticipated influent and effluent water quality data and potential location of wastewater treatment facility.

1.510. Wastewater Treatment and Disposal Analysis – The ENGINEER will evaluate potential wastewater treatment and disposal options for both existing and future flow conditions. The wastewater treatment and disposal analysis will include, at a minimum, the following:

511. **Identification and Evaluation of Potential Treatment and Disposal Options**– The ENGINEER shall identify and evaluate up to three (3) potential treatment technologies based on anticipated influent and effluent water quality. The ENGINEER shall also evaluate disposal options based on the selected location of the wastewater treatment facility(s).
512. **Phasing of Treatment** – The ENGINEER shall evaluate and identify potential wastewater treatment phasing options.
513. **Prepare Chapter** - Prepare Wastewater Treatment and Disposal Analysis chapter to document findings from the analysis.

Task 1.600 – Capital Improvements Planning $60,000.00

Capital Improvements Planning shall include those tasks necessary to identify and prioritize the infrastructure improvements needed to meet the OWNER's current and future wastewater demands.

1.610. Capital Improvements Planning – The ENGINEER shall develop a 10-year capital improvement program for implementing the identified improvements. Project costs shall consider constructability issues presented by each proposed project. The capital improvements planning will include, at a minimum, the following:

611. **Identification and Prioritization of Projects –** The ENGINEER shall identify and prioritize the infrastructure improvements projects necessary to meet existing and future wastewater demands over the 30-year planning period. The implementation schedule shall utilize a phased approach based on projected growth and wastewater demands.
612. **Estimation of Proposed Project Costs** – The ENGINEER will prepare a planning level opinion of probable cost for each identified infrastructure improvements project in present-day dollars.
613. **Develop a 10-year Capital Improvement Program** - The ENGINER shall develop a 10-year capital improvement program for use in developing the rate study analysis.
614. **Prepare Chapter** - Prepare Capital Improvements Planning chapter to document findings.

Task 1.700 – Rate Study Analysis $35,000.00

Rate Study Analysis shall include those tasks necessary to develop a planning level rate and fee structure for implementation of the capital improvements plan.

1.710. Rate Study Analysis – The ENGINEER shall develop a planning level rate and fee structure program for OWNER to cover estimated utility operating costs and capital costs over the 10-year capital improvements planning period. The rate study analysis will include the following:

711. **Rate Study Analysis** – The ENGINEER shall develop a planning level rate and fee structure program for the OWNER that provides for adequate reserves for emergencies, operations, and capital costs.

712. **Prepare Chapter** - Prepare Rate Study Analysis chapter to document findings.

Task 1.800 – Regulatory and Stakeholder Coordination **$20,000.00**

Regulatory and Stakeholder Coordination shall include those tasks necessary to coordinate with various regulatory agencies and stakeholders.

1.810. **TCEQ Regulatory Coordination** – The ENGINEER shall coordinate with TCEQ and other regulatory agencies to identify and coordinate regulatory requirements.

1.820. **Stakeholder Coordination** – The ENGINEER shall coordinate with other stakeholders such as the Brock ISD and private property owners.

Supplemental Services

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

Task SS1.100 – Miscellaneous Services

The ENGINEER may perform mutually agreed upon additional miscellaneous Professional Services as requested in writing by the OWNER.

Time Period for Performance

Time periods for performance of the SERVICES are as follows:

Task 1.1 Project Management QA/QC*	**9 months**
Task 1.2 Data Gathering and Review	**1 month**
Task 1.3 Wastewater Flow Projections	**1 month**
Task 1.4 Wastewater Collection Analysis	**1 month**
Task 1.5 Wastewater Treatment and Disposal Analysis	**1 month**
Task 1.6 Capital Improvements Planning	**2 months**
Task 1.7 Rate Study Analysis	**3 months**
Task 1.8 Regulatory and Stakeholder Coordination*	**9 months**
Total	**9 months**

*Task will be ongoing over the course of entire Contract.

Method of Payment

The OWNER shall compensate ENGINEER on a lump sum basis of **$250,000.00** for the provided Basic Services described herein and the approved Supplemental Services described herein. Invoices shall be submitted monthly by the ENGINEER, in a format acceptable to the OWNER, based upon the percentage of SERVICES completed to date. The ENGINEER shall not exceed the stated fee amount

without written approval from the OWNER. The ENGINEER shall seek written approval for any SERVICES outside of the stated scope before performing said SERVICES.

If additional services are requested by the OWNER, the ENGINEER shall utilize the following rate schedule in the preparation of a fee proposal:

STAFF CLASSIFICATION	HOURLY RATE
Principal Technical Director	$215.00
Sr. Project Manager	$195.00
Engineering Manager	$180.00
Professional Team	
Level III	$170.00
Level II	$155.00
Level I	$135.00
Support Team	
Technical Support Level III	$145.00
Technical Support Level II	$130.00
Admin Support Level II	$95.00
Admin Support Level I	$80.00
Intern - II	$65.00
Intern - I	$50.00

Expenses shall be billed to OWNER at cost plus 10 percent for items such as, but not limited to, the following:

1. Any and all subconsultant services associated with contract.
2. All printing related to work performed associated with contract.
3. Rented equipment, vehicle miles at IRS-approved rate, or other required equipment to perform contract.
4. Project specific fees required to perform work associated with contract.

Rates schedule will be adjusted yearly based on economic conditions.

Assumptions

This Scope of SERVICES assumes the following:

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

Services Not Included

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

- Meetings beyond those identified in the scope.
- Making significant modifications to the water supply master plan after the draft plan submittal has been approved by OWNER.
- Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by

Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

- Preparing applications for government grants, loans, or planning advances, and providing data for detailed applications.
- Performance of miscellaneous and supplemental services related to the project as requested by OWNER, other than those described in Supplemental Services section.
- Any other services not listed in the Scope of Services.
- IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

For OWNER:

TOWN OF BROCK, TEXAS

By:_____
Jay Hamilton
Mayor

Date: _____

Notice Address:

Notice Address:

Town of Brock
Attn: Alyssa Vanesler
2481 FM 1189
Brock, Texas 76087
E: Atownclerk@brocktx.net

With Copy To:

Wyatt Hamilton Findlay, PLLC
Attn: Whitt Wyatt
5810 Prairie Road, Suite 700-220
Flower Mound, Texas 75028
E: whitt@whflegal.com

For ENGINEER:

PROVENANCE ENGINEERING, LLC

By:_____
Kent Riker, P.E.
President

Date: _____

Notice Address:

Provenance Engineering, LLC
Attn: Kent Riker, PE
401 Russell Lane
Brock, Texas 76087
E: kriker@provenanceengineering.com

PROVENANCE
ENGINEERING
Rooted to Be *Uniquely Different*

Statement of Qualifications

to the Town of Brock

Engineering Services for Water and Sewer Projects

August 17, 2023

August 17, 2023

Town of Brock
Attn: Town Clerk
2481 FM 1189
Brock, Texas 76087

PROVENANCE
ENGINEERING
Rooted to Be *Uniquely Different*

Subject: Statement of Qualifications for Engineering Services of Water and Sewer Projects

Dear Ms. Vanesler and the Selection Committee:

We appreciate the opportunity to submit our qualifications to provide services to the Town of Brock. Provenance Engineering, LLC (Provenance) provides solutions through high-quality professional services with small-town values, giving our clients a **uniquely different** experience.

- **Provenance** is uniquely qualified to complete this project, having been involved with the Town of Brock for over a year. We have been there every step of the way and look forward to the opportunity to continue what we started. Our team has invested over 250 hours in the project which includes evaluating potential water sources, routing new water supply pipelines, and siting a potential wastewater treatment plant. Our investment will provide Brock with value and will jumpstart the project.
- **Provenance and our proposed Project Manager, Kent Riker PE, is based in Brock.** This will give me a unique position to help address community questions and concerns and build consensus, and the project's success will directly impact the Brock community where four of our proposed team members work, live, and have been raising families for the past decade. Conveniently, our office is located less than 200-yards from the Town's office.
- **We bring expertise and experience.** Our proposed team leadership has over 100 years of combined municipal water and wastewater specialized expertise, including both long-term water supply studies and water/wastewater master plans. We have worked on over a dozen large-scale projects for municipalities that have received either state or federal funding for large-scale water/wastewater projects. We are currently working on an ARPA-funded Water Supply Project for the City of Stephenville and a new Wastewater Treatment Plant for the City of Rio Vista that was funded 75% by an ARPA grant. These projects are directly related to the type of work that will be needed for the Town of Brock.
- **Senior Leadership, David Timmermann,** will be providing over 36 years of experience on some of the largest water supply projects in the State of Texas. David's last project before joining Provenance was a new water supply system that provided the City of San Antonio with what will become the largest brackish groundwater treatment water supply in the country. As this is one of the water supply options available to the Town of Brock, he will bring an unparalleled level of experience to the team.

We pride ourselves on developing strong relationships with our clients built on trust, integrity, and common-sense solutions. We go above and beyond for our clients to solve their most challenging problems, and as your project has some unique challenges as well, we would be honored to partner with you to solve them. We are excited about the opportunity to build a lasting relationship with you. Please contact me at 817.694.6324 if you have any questions.

Sincerely,

Kent Riker, PE
President, Provenance Engineering

Table of Contents

Tab 1: Company Profile

ROOTED TO BE UNIQUELY DIFFERENT

HISTORY & GENERAL BACKGROUND

Kent Riker, founder of Provenance Engineering, has a vision to do things uniquely different.

We are devoted to offering a uniquely different client experience—delivering value through service and stewardship within the water and wastewater industry.

Our methods include drawing on our team's past experiences, pulling the best practices together with our deep rooted conviction to serve our clients, and being there to see it through. We will listen and respond to each specific challenge to find a solution that addresses our clients' most challenging problems. We exist to support our clients and deliver solutions to challenges through every phase of a project cycle, pairing the right idea specific to each client's individual need.

WE THINK OUTSIDE THE BOX... AND ACT DIFFERENTLY, TOO.

Although our staff have worked with every major agency in DFW metro area on all sizes of projects ranging from a small feasibility study to a new water supplies, our focus is finding the right solution for each individual client.

Founded in 2019, Provenance Engineering has 12 employees (five professional engineers, two designers, two drafters, three engineering interns and one administration specialist) and all of our team members work in the municipal engineering arena. We are actively pursuing additional staff to add to our team as we project 200-300% growth in the next five years.

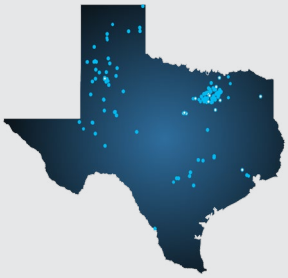
Local Contact & Office: Kent Riker, PE | 817.785.7171 | 817.785.7172
kriker@provenanceengineering.com |

2501 FM 1189, Weatherford, Texas 76087

provenanceengineering.com

At-a-Glance Company Profile

- **Years in Operation:** 4
- **State of Ownership:** Limited Liability Company, Texas
- **Firm Registration:** Texas Board of Professional Engineers (TPBE) Firm #20783
- **Locations:** Brock, Childress, Canyon, San Antonio
- **Litigation:** None
- **Employee Make-Up:** Five engineering professionals and seven support staff
- **Overview of Services:** Water & Wastewater Treatment, Water Supply, Water & Wastewater Infrastructure, Capital Improvements Planning & Asset Management. *(A full listing of services can be found on the following pages.)*



Our Team has performed projects valued over

$5 Billion

in construction for water and wastewater

TEAM INTRODUCTION

Working and Living with a Servant's Heart

At Provenance, stewardship is more than a company cornerstone – it's a way of living. When it comes to business, our goal is not to sell services. We exist to find solutions that best serve our clients and, along the way, we create long-lasting relationships.

We take the same approach in our company culture. Our goal is not to hire employees but provide a culture of care for our staff, and while we work hard very hard in our professional work, we also understand that life sometimes gives us the unexpected.

That's where Provenance is different – we hold our client and staff interests at heart and exist to care for one another. This means taking the extra steps for our employees and their families when times are tough.

The Provenance culture is one we live in our work and our personal lives – doing things the right way and having a servant's heart.

AT-A-GLANCE PERSONNEL QUALIFICATIONS

Staff Name	Experience	Areas of Specialty
Kent Riker, PE	21 years	Water and wastewater design and rehabilitation; lift stations; innovative, cost saving solutions
David Timmermann	36 years	Water process analysis, water treatment and transmission design, construction services
Felicia Wyatt Sanford, PE	17 years	Wastewater process analysis, water and wastewater engineering design, modeling, permitting
Thomas Moody, PE	7 years	Water and wastewater modeling and design, asset management, construction services
Kori Thompson, PE	15 years	Water and wastewater design and rehabilitation, comprehensive municipal engineering management, lift stations, funding

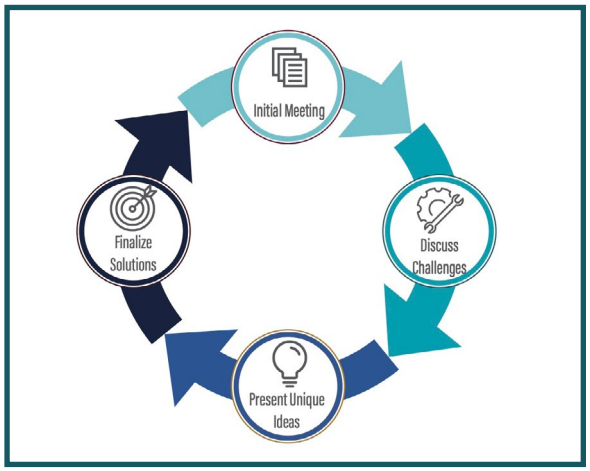
APPROACH TO PROJECT MANAGEMENT

The success of any project depends largely on the experience and capabilities of the personnel assigned to the project team. After all, people execute projects—not firms. To that end, we have selected highly qualified team members according to their knowledge, expertise, and availability. Our team is fully committed to providing a unique client experience to Brock and is available to initiate work immediately upon authorization by the Town of Brock. We have staff availability and the capacity to perform the chosen Scope of Work activities.

Provenance Engineering's approach to assigning subconsultants' various project roles is based on fulfilling a niche service(s) to best meet the Town's needs. Depending on the specific needs of the project assigned, Provenance Engineering intends to use local subconsultants that have delivered timely and quality services in the past and have good standing.

Our proposed Principal-In-Charge and Project Manager Kent Riker, PE, has served in this role on projects from design to conceptual studies. Kent is local to Brock and he will be available to quickly respond to all the Town's needs to deliver a successful project.

Communication Plan



Our design team will work collaboratively with the Town to assure the design progression meets the Town's needs and expectations. Our team will keep the Town informed of project progress and to seek input on key decisions early to build a consensus and understanding of the project needs. We propose conducting an initial kick-off workshop to discuss and review the expectations for the project, the detailed project approach, the schedule and budget, and the critical factors for success. We have found this approach has been highly effective to avoid unforeseen pitfalls and lead to a more streamlined project that exceeds expectations.

Design workshops with the Town are critical for setting and maintaining the course of the project and will be used at each key milestones of the project. The workshops will be led by Kent, outlining the design and will welcome input and comments from the Town. The workshops are also a time for Provenance to identify decisions and information needed by the Town for the team to maintain contestant progress.

The success of any project communication strategy relies heavily on the commitment of our Project Manager, Kent Riker, to work with the Town's Project Manager. Kent will work to ensure that the Town is kept updated weekly with a phone call to convey progress, ask questions and to review a running list of action items. He will rely upon the Town's Project Manager to provide crucial input and identify potential concerns along the way. Our regularly scheduled progress meetings to monitor performance against scope, design review meetings with Town staff, and regular project status reports to the Town and follow through on action items will provide ample opportunity to gain consensus with Town staff for a successful project experience.

Our communication process will be the same with the Town of Brock as it will be with any project: open lines of communication, accessibility to our team, consistent project leadership, and dedication to providing a unique solution to the obstacles and challenges of the project.

Quality Control/Quality Assurance Processes

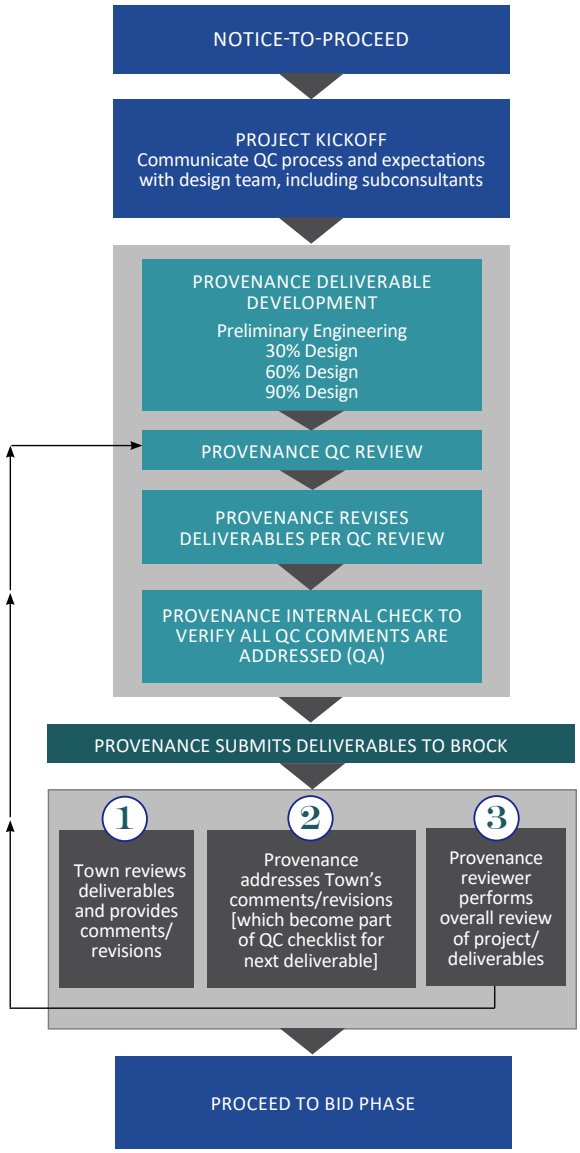
Provenance Engineering is still building our brand and making first impressions, which means that quality is absolutely critical to our firm's solvency. Being a new firm doesn't mean we aren't experienced. Building a reputation for trust, quality performance and trusted relationships with our clients is our ultimate goal.

QA/QC Lead, David Timmermann, reviews every document before our clients do. Our quality process involves reviews that take into consideration design, operations, budget, schedule and constructability requirements of each project. Reviews will be conducted by both design and construction professionals to verify constructability.

We understand that quality is our responsibility and your expectation. Regardless of the size of the project, quality is our measure of success, and we understand that we are responsible for the services we provide.

To deliver our commitment to provide quality work, we will execute an effective, efficient process that is embedded in every aspect of our services, from project kickoff to closeout and every milestone in between.

A sample of our quality process is depicted on this page and can be adjusted to fit your process and expectations.



"I challenged Provenance to identify cost saving ideas for a 25-mgd lift station project at the City's WWTP where the construction bid was 45% above the final OPCC.

While the project was already under construction, and under a great deal of scrutiny from both the Engineer of Record and the General Contractor, Provenance Engineering delivered cost saving, value engineering, options totaling more than 25% of the contract value.

I have been and continue to be impressed with the competence, diligence, and customer service provided by Provenance."

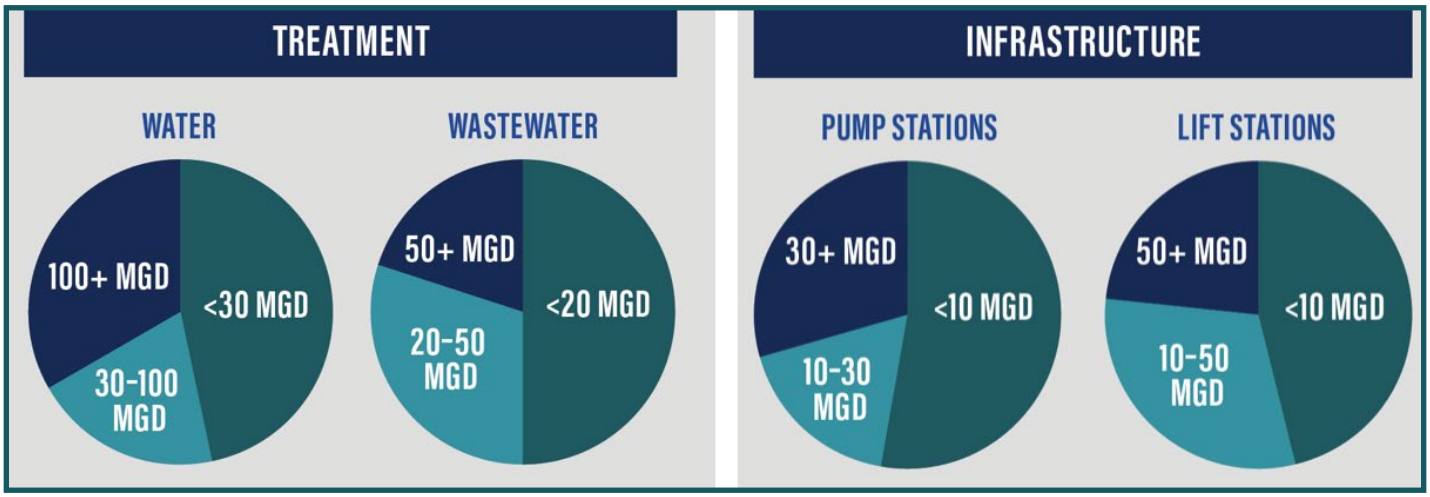
NICK WILLIAMS, PE, CFM DIRECTOR OF PUBLIC WORKS
CITY OF STEPHENVILLE

DISCIPLINE-SPECIFIC CAPABILITIES

Water & Wastewater Treatment

By finding unique and cost-effective approaches to challenges, Provenance has become the go-to resource and Trusted Advisor for water and wastewater engineering solutions. Our projects include new plant designs and rehabilitation upgrades that function within the provider's overall operations. Our approach includes evaluation, assessment, and development of short-term needs, control system strategies, long-term improvements, and system training. We've also been involved in some of the first-of-their-kind treatment implementations across Texas using ozone and biological nutrient removal technologies.

- Water Treatment Plant
- Wastewater Treatment Plant
- Wet Weather Management
- Raw Water Systems
- Capital Improvement Planning
- Strategic Planning
- Pilot Studies
- Reclaimed Water Systems



Water & Wastewater Infrastructure

Provenance Engineering provides infrastructure solutions for water and wastewater systems that range from small feasibility studies to multi-million-dollar treatment plant designs or expansions. Our team has the expertise and experience to provide solutions on a single project or multi-faceted coordination effort. The benefit to clients is that we take time to listen and respond to each specific challenge and find a solution that addresses your most challenging problems.

- Pump Stations
- Water Transmission and Distribution
- Lift Stations
- Wastewater Collection
- Elevated Storage Tanks
- Ground Storage Tanks
- Reclaimed Water Systems
- Planning / Hydraulic Modeling
- System Rehabilitation

Funding Options and Application Assistance

With the passage of the Infrastructure Bill in 2021, Texas received an estimated $35.44 billion in additional federal funding, of which $2.9 billion will be dedicated to improving drinking water access over the next five years. These funds will be made available through Texas Water Development Board's State Revolving Fund (SRF) program. Provenance Engineering's leadership team has the experience and expertise to help you navigate the application process from submittal of the Project Information Plan (early March of each year) as part of the Intended Use Plan process to completing the full application and closing of the loan. Our knowledge of the SRF program also extends through the design, bid and construction phases of funded project, and allows our team to help clients navigate the release of funds from the escrow account at the completion of each phase of the project. In addition to the SRF programs, our team is experienced in funding projects through other TWDB programs, Community Service Block grants, and other funding mechanisms.

Planning & Asset Management

Provenance Engineering uses Asset Management to create long-term value for clients. One recent example is the City of Stephenville's Airport Pump Station Project (Phase 1) that includes new modeling for tagging assets into a workable tool for visualizing the City's groundwater treatment plant expansion. Provenance's design model now serves as an asset management tool, depicting operational scenarios and providing an added level of detail for maintenance of the City's water treatment plant.

- Asset Inspection
- Criticality of Failure and Consequence of failure analysis
- 3D Asset Modeling
- Improvements Planning
- Cost Estimating

Water Supply

With water, our planet's most precious resource, water supply planning has become a key component of providing continual service that our communities rely on. Provenance's approach includes data analysis, site investigation, system layout, and modeling analysis for long-term feasibility – all to determine supply optimization strategies that will sufficiently provide water in the future.

- Aquifer Storage & Recovery
- Aquifer Recharge
- Direct Potable Reuse
- Indirect Potable Reuse
- Groundwater Wells
- Surface Water
- Water Supply Management
- Water Supply Planning

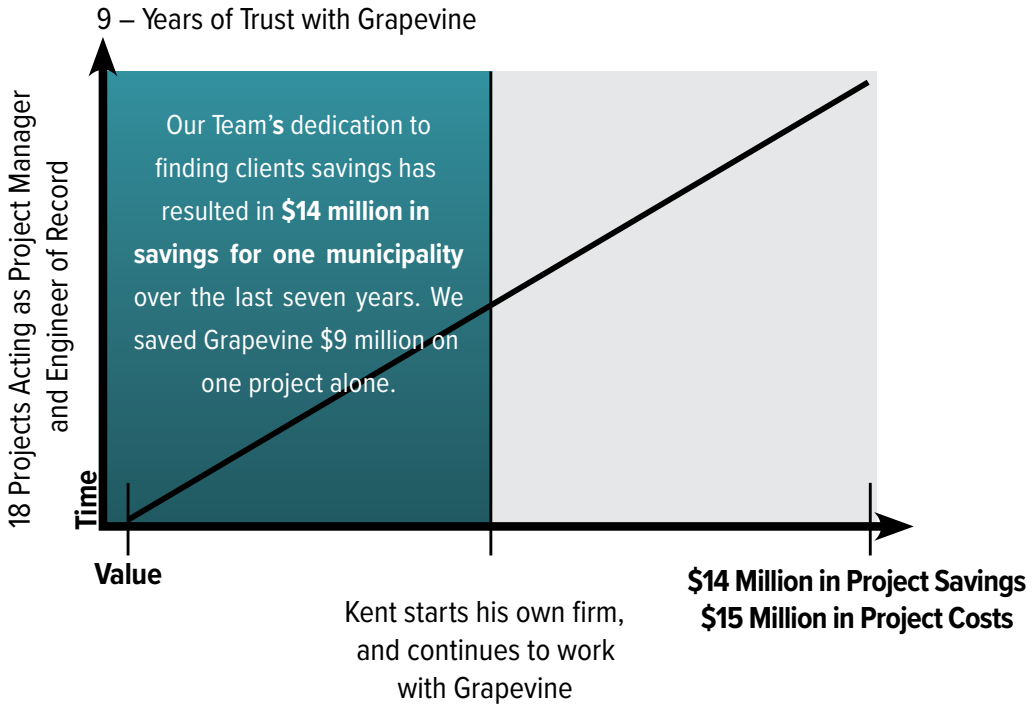
Capital Improvement Program Development

Provenance Engineering has the experience and knowledge to help Brock identify and prioritize capital improvement projects as well as annual maintenance and operational needs for both the water and wastewater systems. Our team will then work with Town staff to develop a strategy that balances the larger capital expenditures with the annual maintenance costs to move the needle forward in a consistent and meaningful way that helps Brock stay in front of regulatory requirements and stay in compliance with its various permits.

Success as a Trusted Advisor to Cities Across Texas

CITY OF GRAPEVINE REPEAT CLIENT CASE STUDY

The most illustrative example of how Kent (and then later the entire Provenance team) went from a well-versed engineer to a Trusted Advisor, is his history and relationship with the City of Grapevine. The following is a case study on how through finding unique and cost-effective approaches to challenges, Provenance became Grapevine's go-to for water and wastewater engineering solutions, which in turn, will demonstrate how Provenance Engineering could perform in that role for the Town of Brock.



In 2013, before breaking out on his own, Kent first worked with the City of Grapevine on the Wastewater Treatment Plant Cloth Disk Filters Addition project. Then over the next nine years, while with previous employers or his own firm, Provenance Engineering, Kent continued to work with the City of Grapevine on 18 projects acting as Project Manager and Engineer of Record.

Most recently the City of Grapevine awarded Provenance Engineering the Raw Water System, which includes a study, design, bid and construction components, totaling $10 million. As Kent had become familiar to the staff, as well as with the facilities and equipment, Grapevine knew Provenance Engineering was hands down the right choice for the project. They knew Kent and his team would deliver the same innovative, cost-effective solutions, along with the high-level customer service to which they had become accustomed.

SO WHAT DOES THIS MEAN FOR THE TOWN OF BROCK?

The purpose of providing detailed information on all of the Grapevine projects was to demonstrate the Provenance Engineering team is more than capable of providing that same level of service to the Town of Brock for a wide variety of water and wastewater projects.

WHY PROVENANCE?

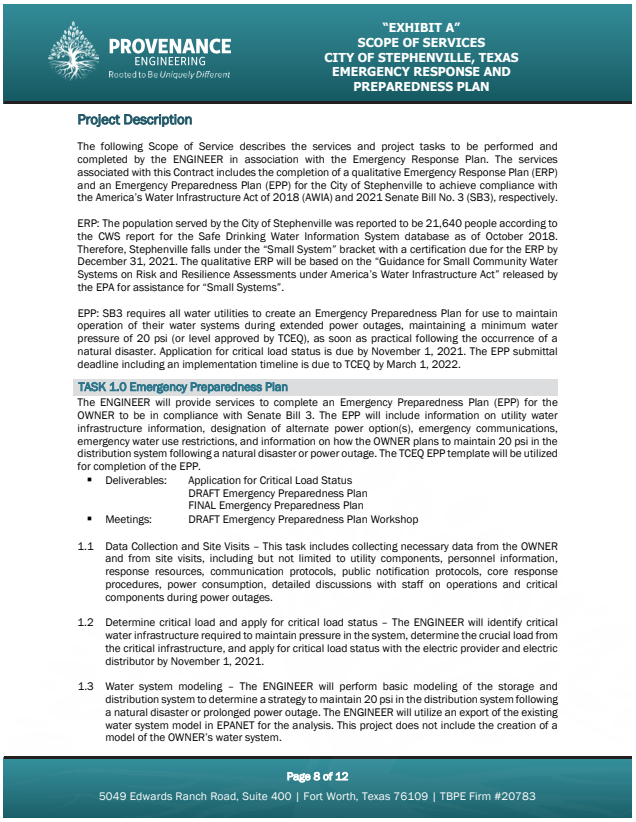
- Growth means more infrastructure, or upgrading existing infrastructure to meet demands. Provenance understands growth and can help you create long-term plans to help address your current and future needs. We can then help you implement these plans through the detailed design, bid and construction of individual projects.
- Cost Efficiency - We like to find innovative solutions resulting in significant savings for our clients. Provenance Engineering wants to help ensure the Town's projects can be completed on or under budget.
- We are responsive. As stated in the cover letter, you have the same project manager from day one until project completion. You'll also have Kent's cell phone from day one, throughout the life of the project.

SELECTED SCOPE OF WORK & TASKS TO BE PERFORMED

Provenance Engineering has the expertise to provide all the listed services in Brock's Request for Qualifications. This listing includes:

- General Services
  - » Town Administrative Support Services
  - » Master Planning
  - » Initial Engineering and Design Support
  - » Engineering and Final Design Support
  - » Contract Procurement (Bid and Award) Support
  - » Contract Management and Construction Oversight
  - » Specialized Services

Once projects are identified, Provenance Engineering will work to customize the scope of work tasks to fit project needs. Our team has completed a full range of tasks depending on the scale and depth of the projects identified.



PROVENANCE ENGINEERING
Rooted to Be Uniquely Different

"EXHIBIT A"
SCOPE OF SERVICES
CITY OF STEPHENVILLE, TEXAS
EMERGENCY RESPONSE AND
PREPAREDNESS PLAN

Project Description

The following Scope of Service describes the services and project tasks to be performed and completed by the ENGINEER in association with the Emergency Response Plan. The services associated with this Contract includes the completion of a qualitative Emergency Response Plan (ERP) and an Emergency Preparedness Plan (EPP) for the City of Stephenville to achieve compliance with the America's Water Infrastructure Act of 2018 (AWIA) and 2021 Senate Bill No. 3 (SB3), respectively.

ERP: The population served by the City of Stephenville was reported to be 21,640 people according to the CWS report for the Safe Drinking Water Information System database as of October 2018. Therefore, Stephenville falls under the "Small System" bracket with a certification due for the ERP by December 31, 2021. The qualitative ERP will be based on the "Guidance for Small Community Water Systems on Risk and Resilience Assessments under America's Water Infrastructure Act" released by the EPA for assistance for "Small Systems".

EPP: SB3 requires all water utilities to create an Emergency Preparedness Plan for use to maintain operation of their water systems during extended power outages, maintaining a minimum water pressure of 20 psi (or level approved by TCEQ), as soon as practical following the occurrence of a natural disaster. Application for critical load status is due by November 1, 2021. The EPP submittal deadline including an implementation timeline is due to TCEQ by March 1, 2022.

TASK 1.0 Emergency Preparedness Plan

The ENGINEER will provide services to complete an Emergency Preparedness Plan (EPP) for the OWNER to be in compliance with Senate Bill 3. The EPP will include information on utility water infrastructure information, designation of alternate power option(s), emergency communications, emergency water use restrictions, and information on how the OWNER plans to maintain 20 psi in the distribution system following a natural disaster or power outage. The TCEQ EPP template will be utilized for completion of the EPP.

- Deliverables: Application for Critical Load Status
  DRAFT Emergency Preparedness Plan
  FINAL Emergency Preparedness Plan
- Meetings: DRAFT Emergency Preparedness Plan Workshop

1.1 Data Collection and Site Visits – This task includes collecting necessary data from the OWNER and from site visits, including but not limited to utility components, personnel information, response resources, communication protocols, public notification protocols, core response procedures, power consumption, detailed discussions with staff on operations and critical components during power outages.

1.2 Determine critical load and apply for critical load status – The ENGINEER will identify critical water infrastructure required to maintain pressure in the system, determine the crucial load from the critical infrastructure, and apply for critical load status with the electric provider and electric distributor by November 1, 2021.

1.3 Water system modeling – The ENGINEER will perform basic modeling of the storage and distribution system to determine a strategy to maintain 20 psi in the distribution system following a natural disaster or prolonged power outage. The ENGINEER will utilize an export of the existing water system model in EPANET for the analysis. This project does not include the creation of a model of the OWNER's water system.

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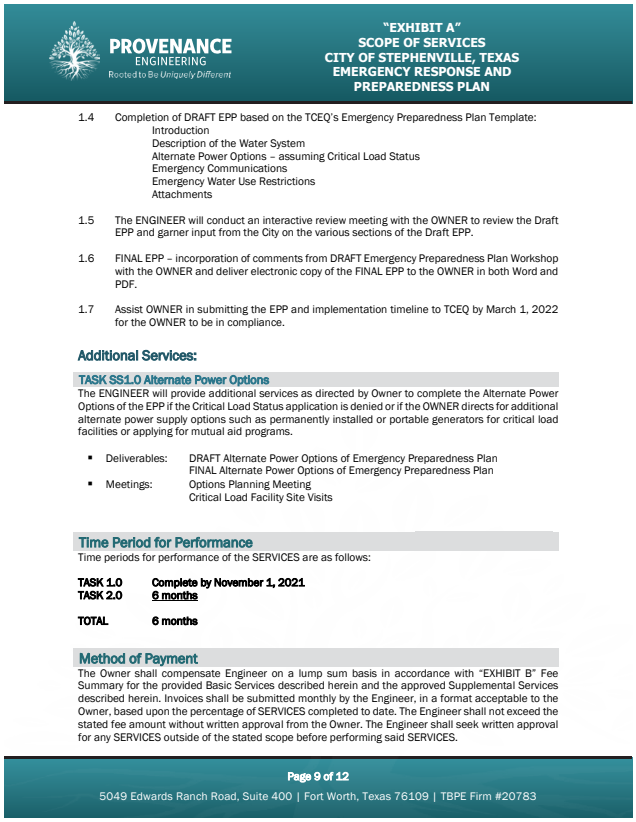

PROVENANCE ENGINEERING
Rooted to Be Uniquely Different

"EXHIBIT A"
SCOPE OF SERVICES
CITY OF STEPHENVILLE, TEXAS
EMERGENCY RESPONSE AND
PREPAREDNESS PLAN

1.4 Completion of DRAFT EPP based on the TCEQ's Emergency Preparedness Plan Template:
Introduction
Description of the Water System
Alternate Power Options – assuming Critical Load Status
Emergency Communications
Emergency Water Use Restrictions
Attachments

1.5 The ENGINEER will conduct an interactive review meeting with the OWNER to review the Draft EPP and garner input from the City on the various sections of the Draft EPP.

1.6 FINAL EPP – incorporation of comments from DRAFT Emergency Preparedness Plan Workshop with the OWNER and deliver electronic copy of the FINAL EPP to the OWNER in both Word and PDF.

1.7 Assist OWNER in submitting the EPP and implementation timeline to TCEQ by March 1, 2022 for the OWNER to be in compliance.

Additional Services:

TASK SS1.0 Alternate Power Options

The ENGINEER will provide additional services as directed by Owner to complete the Alternate Power Options of the EPP if the Critical Load Status application is denied or if the OWNER directs for additional alternate power supply options such as permanently installed or portable generators for critical load facilities or applying for mutual aid programs.

- Deliverables: DRAFT Alternate Power Options of Emergency Preparedness Plan
  FINAL Alternate Power Options of Emergency Preparedness Plan
- Meetings: Options Planning Meeting
  Critical Load Facility Site Visits

Time Period for Performance

Time periods for performance of the SERVICES are as follows:

TASK 1.0	**Complete by November 1, 2021**
TASK 2.0	**6 months**
TOTAL	**6 months**

Method of Payment

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

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EXTENSIVE SCOPE OF WORK

As a standard company practice, Provenance Engineering completes thorough Scope of Work contracts for each project. An example is included above.

Tab 2: Experience and Qualifications

ORGANIZATIONAL CHART

TOWN OF BROCK

LOCAL PRESENCE

Four Provenance Team Members live in the Brock Community

QA/QC

David Timmermann

PRINCIPAL-IN-CHARGE/ PROJECT MANAGER

Kent Riker, PE

TECHNICAL LEAD: W/ WW TREATMENT

Felicia Wyatt Sanford, PE

TECHNICAL LEAD: W/WW PIPELINE DESIGN

Thomas Moody, PE

ENGINEERING SUPPORT

Kori Thompson, PE

CONSTRUCTION MANAGEMENT

Ashley Riker
Provenance Solutions Group

ADMINISTRATIVE SUPPORT

Audra Crews

DESIGN SUPPORT

- Two Design Technicians
- Two Drafting Technicians
- One Constructability QA/QC Reviewer
- One Operations Specialist/ QA/QC Reviewer
- Three Engineering Interns

SUPPORT DISCIPLINES (AS NEEDED)

We maintain On-Call Master Service Agreements with firms to partner on multiple types of projects and our team will include support from the following:

- **Survey:** Justin Parenteau, RPLS (Brock, TX)
- **Structural:** Thom Campbell, PE (HUB)
- **Geotechnical:** KWH Engineering Consulting (HUB)

RESUMES

PRINCIPAL-IN-CHARGE/PROJECT MANAGER

KENT RIKER, PE

Kent Riker, Founder and Owner of Provenance Engineering, has a genuine devotion to serving others in his life, and his approach as an engineer and business owner is no different. He provides the right water engineering solutions for stability and longevity to benefit clients and communities. Throughout his career, Kent has been a visionary with water-focused engineering solutions that span long-range planning to detailed design of all phases of municipal water and wastewater systems. With technical expertise in water/wastewater treatment and conveyance systems, Kent excels at working with clients to solve challenging problems. Through his work in a city water utility engineering department, with an international pump manufacturer, as president of a non-profit organization, and as an engineering consultant, Kent addresses complex issues and provides value through his broad and unique perspective.

Water Supply

Water Supply and Treatment Program, City of Stephenville, Texas. Kent served as Principal-In-Charge for the design, bid, and construction phase services for a new water supply that includes five new water supply wells, 23,000-LF of water collection system piping, 7,500-LF of new 16-inch raw water transmission pipeline, rehab of the existing pump station, a new 4 MGD pump station, planning for future pump station, new 1 MG prestressed concrete ground storage tank, rehabilitation of the existing 1 MG concrete tank, new chlorine injection and continuous monitoring, and new raw and finished water metering. Estimated at $12 million, this project focuses on the main objective of addressing the immediate needs, and plan for future new water supplies including water reuse and Aquifer Storage and Recovery.

Integrated Water Supply Plan, TRWD, Fort Worth, Texas. Kent served as the Client Manager for this study that assessed optimal configuration of long-term water supply options, including assessment of risk characteristics.

McKinney Development Water Supply System, City of McKinney, Texas. Kent served as both the Principal-In-Charge and Project Engineer for the project that includes a new water supply system for a $100M development. This included new water supply wells pump station, water treatment and transmission and distribution pipelines.

Capital Improvements Projects Management System, City of Fort Worth, Texas. Kent served as the Project Director for this project which reviewed the city's CIP planning, management, and implementation.

Water Supply Management feasibility Study, CRMWA, City of Lubbock, Texas. Kent conducted data analysis, site investigation, system layout for the feasibility of a 9,000-AF ASR system as a water supply optimization strategy.

Water Supply Study, City of Wolfe City, Texas. Kent served as the Client Manager and Project Director for this study that evaluated water supply options for Wolfe City. The study evaluated the options of surface water and water treatment plant rehab versus ground water options.

EXPERIENCE
20 years

EDUCATION
BS, Civil Engineering, Texas Tech University

REGISTRATION
Professional Engineer, Texas #103730

PROFESSIONAL AFFILIATIONS
- ASCE
- AWWA
- TWCA
- WEF
- WEAT

Raw Water Supply Improvements, City of Grapevine, Texas. Kent served as the Project Manager and Engineer of Record for this Study that included the complete redesign of the city's raw water system. Kent developed an innovative idea to reduce energy consumption by 500%. The Phase 1 Route and Site Study included developing options to connect to the United States Army Corp of Engineers (USACE) Outlet Works structure; perform a site study analyzing site location options for the new 12 MGD Raw Water Pump Station; perform route study for the dual 20-in transmission pipeline.

South Water Treatment Plant, City of Lubbock, Texas. The project consisted of the design of a 15-MGD, "green field" water treatment facility. This plant uses coagulation/flocculation and plate sedimentation for pretreatment and ultrafiltration with membranes for particle filtration. Kent led a multi discipline team to design the finished water pump station that included a new 20 MGD, with future capacity of 30 MGD, vertical turbine pump, new electrical and 2 MG wrapped pre-stressed concrete finished water tank.

Water Treatment Master Plan, City of Arlington, Texas. The project consisted of ozone and biological filtration system master plan of the City's two water treatment plants, John Kubala (97 MGD) and Pierce-Burch WTP (75MGD). The project consisted of the evaluation, assessment and development of short-term needs, control system strategies, long term improvements, and ozone system training.

Wylie Water Treatment Plant Ozone Addition, North Texas Municipal Water District (NTMWD), Wylie, Texas. Kent led a multi discipline design team to retrofit the 164 MGD Water Plant IV Ozone Contactor facilities including 108" yard piping and valves, design of chemical feed improvements, including chlorine and ammonia system upgrades and ozone quenching chemical systems, and design of site work on the project. The overall project consisted of an 880-MGD ozone system that was be retrofitted into the existing NTMWD Wylie Water Treatment Plant (WTP) complex.

Bonham Water Treatment Plant, NTMWD, Bonham, Texas. Kent served as design engineer and the right hand of the Project Manager for the the project consisted of the design of a 6.6 MGD "green field" water treatment plant using conventional treatment with ozone used for disinfection and taste and odor control.

Wastewater Treatment

Southeast Water Reclamation Plant Improvements, City of Lubbock, Texas. Kent served as Lead Engineer and right hand to the Project Manager from the preliminary design through final commissioning of this $43M WWTP expansion project. The project consisted of the design and construction of fine screens, intermediate lift station, primary and secondary clarification, biological nutrient removal liquid treatment trains using IFAS media, Cloth Media effluent filter, UV disinfection, and sludge pumping. Improvements to Plant 4 included increased capacity from 8 MGD to 16 MGD annual average. Improvements to Plant 3 included the addition of cloth media filtration and UV disinfection sized for 12.7-MGD annual average.

Rio Vista Wastewater Treatment Plant Expansion, City of Rio Vista, Texas. Kent is serving as the Principal-In-Charge for the design, bid, and construction phase services of a wastewater treatment plant expansion that is estimated at $5 million. The first phase includes a conceptual-level study that will be used for work in Johnson County to receive additional ARPA funding.

Panther Creek WWTP, North Texas Municipal Water District, Frisco, Texas. Kent served as a Project Engineer for this new 6MGD Wastewater Treatment Plant.

North WWTP Upgrade and Expansion, City of Ruston, Louisiana. Kent served as Project Engineer for this project that included various process improvement making the 6MGD WWTP a nutrient removal WWTP.

Wastewater Main Designs, City of Fort Worth, Texas. Kent served as a design engineer during design of the project that consisted of detailed design for over 6,300 feet of gravity wastewater mains ranging from 8-inches to 18-inches.

Anderson Pump Station Improvements, San Antonio Water System, San Antonio, Texas. Kent served as a design engineer for this pump station improvements project.

Colorado River Municipal Water District Ward County Pipeline Raw Water Line. Kent served as the Project Manager for the project that consisted of over 23,000 feet of 33-inch water line.

North Dallas Tollway 24" and 12" inch Water Main. Kent took over as Project Manager of this project that included 11,550-feet of 24-inch and 12-inch water main along North Dallas Tollway.

Wastewater and Water Main Designs, City of Dallas, Texas. Kent served as a design engineer for over 80,000 feet of water mains and gravity wastewater mains ranging in size from 8-inches to 30-inches.

QA/QC

DAVID TIMMERMANN

David Timmermann is a Senior Civil Engineer on the Provenance Engineering team. He brings expertise in water treatment facilities and pump stations, including on-site pilot plant evaluations, water treatment master plans, and design of new treatment facilities, expansion and rehabilitation of existing treatment facilities, construction phase administration, and startup. He has designed new treatment facilities with capacities ranging from 6 MGD to over 300 MGD and has modernized treatment facilities with capacities in excess of 525 MGD. He is committed to understanding and anticipating his client's needs and being responsive to their need.

Water Supply and Treatment

Potable Water Supply; Ellis County, TX. David served as the Project Manage for the project that included the preliminary engineering evaluation of the conceptual design to convey treated water from the City of Dallas' distribution system to the entities of Red Oak, Rockett SUD, and Ellis County Water Control and Improvement District No. 1.

Water Distribution Master Plan; City of Lubbock, TX. David served as the Project Manage for the project that included a comprehensive distribution system study, including pump field tests, distribution system computer model, water demand projections, and development of master improvements plan. The project also included evaluation of new ground water supply (well) source to meet projected demands.

Brackish Groundwater Desalination Program; San Antonio Water System, San Antonio, TX. David served as the deputy Program Manager for the project that included the preliminary engineering, design, and construction of a new 12 mgd/30 mgd ultimate brackish groundwater desalination facility with a program value of $140M. Facilities include: 12 new production wells, 5 miles of conveyance pipelines, reverse osmosis treatment facilities, and concentrate injection facilities at final buildout it will be largest brackish groundwater desalination facility in the USA.

Lake Alan Henry South Water Treatment Plant; City of Lubbock, TX. David served as the Project manager for the project that included the planning for the transmission and treatment of a new water supply. He was involved in the planning and eventually before managing the new greenfield 15 mgd surface water treatment plant. Facilities include new flocculation basins, sedimentation basins using plate settlers, MF/UF pressure membrane system, chemical feed facilities, clearwell, high service pumping station, yard piping modifications, and instrumentation and control improvements including 55 miles of system controls.

Groundwater Treatment Evaluation; City of Lubbock, TX. David served as the Project manager for the project that included the preliminary engineering evaluation of treatment alternatives to allow utilization of shallow aquifer groundwater for potable water purposes. The evaluation focused on treatment techniques that would provide effective removal of fluoride and meet the requirements of the Interim Enhanced Surface Water Treatment Rule and Disinfectant/Disinfection By-Products Rule.

Lake Tawakoni Water Treatment Plant; North Texas Municipal Water District Wylie, TX. David served as the Project manager for the project that included the preliminary engineering, pilot testing, design and construction phase administration of a new

EXPERIENCE
36 years

EDUCATION
BS, Civil Engineering, Texas A&M University

PROFESSIONAL AFFILIATIONS
- DBIA
- AWWA

greenfield 30 mgd water treatment plant. Facilities include new flocculation basins, sedimentation basins, ozone contactors, filters, chemical feed facilities, clearwell, high service pumps, yard piping modifications, and instrumentation and control improvements.

Bonham Water Treatment Plant; North Texas Municipal Water District, Wylie, TX. David served as the Project manager for the project that included the design and construction phase administration of a new 6 mgd water treatment plant. Facilities include new flocculation basins, sedimentation basins, ozone contactors, filters, chemical feed facilities, clearwell, transfer pumping station, yard piping modifications, and instrumentation and control improvements.

Water Treatment Plant IV; North Texas Municipal Water District, Wylie, TX. David served as the Project manager for the project that included the design and construction of a new 164 mgd/328 mgd ultimate water treatment plant. Facilities include new flocculation basins, sedimentation basins.

Wastewater Treatment

Panther Creek WWTP; North Texas Municipal Water District. Frisco TX. David served as the Project manager for the project that included the design of a new greenfield 8 mgd WWTP including new influent pump station, metering facility, grit removal facility, fine screening/compacting facility, primary clarifiers, biological nutrient removal aeration basins, travelling bridge filters, ultraviolet disinfection facility, sludge dewatering facility, and chemical feed/office complex.

Wastewater Treatment Plant; City of San Marcos, TX. David served as a Design Engineer for the project that included the design phase activities for a 9 mgd expansion of the City's existing wastewater treatment plant. Improvements included a new headworks, new primary clarifiers, upgrading of the aeration basins, improvements to the secondary clarifiers, new continuous backwash filters, ultraviolet disinfection, reaeration facilities, and a new outfall structure.

Scottsdale Water Campus; City of Scottsdale, AZ. David served as the Lead Engineer for the project that included activities for 8 mgd microfiltration and reverse osmosis facilities at the new water reclamation plant. The water campus is designed for treatment of raw sewage to provide tertiary effluent for turf irrigation, with advanced treatment provisions for aquifer storage and reuse.

6.5 mgd Wastewater Treatment Plant Expansion; City of Columbia, MO. David served as a Design Engineer for the project that included a new primary basin, aeration basin, and final clarifier, a new anaerobic digester, sludge thickening basin, and centrifuge.

60 mgd Advanced Wastewater Treatment Plant Expansion; City of Oklahoma City, OK. David served as a Design Engineer for the project that included two new aeration basins and modification to various other plant structures. Work included site layout, hydraulic analysis of yard and process piping, aeration basin layout and design, and design of various structural and piping modifications. His involvement also included the sizing, layout, and design of a 40 MG, concrete-lined, stormwater holding basin.

Wastewater and Wastewater Infrastructure

Tejas Trails Water and Sewer Improvements; City of Ft. Worth, TX. David served as the Project manager for the project that included 37,000 feet of new sanitary sewers. Due to the very hilly terrain, the design included a combination of gravity sewers, low-pressure grinder pumps, and a lift station.

Duck Creek Interceptor; City of Garland, TX. David served as the Project manager for the project that included 60,000 feet of 48-inch to 66-inch gravity sewer, a new 40 mgd lift station, 25,000 of 42-inch raw sewage forcemain, and 85,000 feet of 8-inch sludge forcemain.

Shiloh Road Pump Station and Reservoirs; City of Richardson, TX. David served as the Project manager for a joint project between the North Texas Municipal Water District and the City of Richardson. The City of Richardson facilities included a new 3-million-gallon cast-in-place concrete ground storage reservoir and 20 mgd treated water pump station. The NTMWD facilities included a new 4-million-gallon cast-in-place ground storage reservoir. The facilities are located along a major traffic corridor so the face of each reservoir was enhanced with an architectural pattern in the concrete.

Inland Feeder, Metropolitan Water District of Southern California. David directed the preparation of a preliminary design report for a 45-mile 144-inch pipeline. The report evaluated five different alignments, each of which crossed numerous major faults and traversed major urban areas.

TECHNICAL LEAD: W/WW TREATMENT

FELICIA WYATT SANFORD, PE

Felicia Wyatt Sanford is a Civil/Environmental Engineer with experience in wastewater process analysis, water and wastewater treatment plant modeling, water and wastewater process design, and construction services. Felicia has led teams of various engineering disciplines on projects ranging from the study phase through final design. She has authored six technical papers and presented multiple presentations at statewide and national conferences.

Planning

Aquifer Storage and Recovery Study, City of Stephenville, Texas. Felicia served as the Engineering Manager to provide a proof-of-concept study to provide water management strategies. As a result of the study, a new water supply opportunity with capturing Water Reuse currently being released into the Bosque River was identified. Multiple options were assessed for Water Reuse and were found to be the most viable and cost-effective long-term option in the study. The construction value ranged from $15 million to $45 million.

Haikey Creek WWTP Master Plan, Regional Metropolitan Utility Authority, Tulsa, Oklahoma. Felicia was Staff Engineer for an evaluation on alternative technologies. The study considered both monetary and non-monetary factors and evaluated both short-term and long-term alternatives.

Lakeview RWRP Phase II Expansion and Management Program Update, Upper Trinity Regional Water District, Lake Dallas, Texas. Felicia was Staff Engineer for a project to plan for increases in population, flow, and load forecasts. She provided an update of the Phase II Preliminary Design Report and evaluation which included stabilization alternatives and sub-regional transport, treatment, and storage alternatives.

United States Air Force Infrastructure Investment Plan, United States Air Force, (location confidential). Felicia was a Staff Engineer for the master planning of three US Air Force bases, including design life analysis, condition assessment, and 5-yr plan for 326,000 LF of sewer pipe, 226 manholes, 122 lift stations, 100,000 GPD pre-treatment facility, and 0.8 MGD WWTP.

Wilson Creek Parallel Pipeline Study, North Texas Municipal Water District, Wylie, Texas. Felicia was Staff Engineer for the evaluation of the Upper East Fork Inceptor System (all lift stations, gravity sewer and force mains), as well as WWTPs (existing and proposed), potential for reuse within the collection system, peak flow management, advanced treatment alternatives; and proactive approach to protecting water supply. This project identified $60M in savings for NTMWD.

Wastewater Treatment

Wilson Creek RWWTP Advanced Treatment and Expansion Project, North Texas Municipal Water District, Wylie, Texas. As Assistant Project Manager and Process Engineer, Felicia assisted in the process evaluation, preliminary design, final design, and SDC. The project included expanding the plant from 48 MGD AADF with a peak to average factor of 2.5 to 56 MGD with a peak to average factor of 3.0. The conventional plant was expanded with the addition of an 8 MGD BNR basin, high speed blowers, secondary clarifier, disc filters, and UV disinfection. Winner of ACEC of Texas Engineering Excellence Award.

EXPERIENCE
16 years

EDUCATION
ME, Environmental Engineering, Texas Tech University

BS, Environmental Engineering, Texas Tech University

REGISTRATION
Professional Engineer, Texas #105147

PROFESSIONAL AFFILIATIONS
- WEAT Officer

Lakeview RWRP Process Improvements, Upper Trinity Regional Water District, Lake Dallas, Texas. Felicia was Project Design Manager and Lead Project Engineer for the design and SDC for process improvements at the Lakeview RWRP to increase the capacity from 5 MGD AADF to 5.5 MGD AADF.

Lakeview RWRP Permit Renewal, Upper Trinity Regional Water District, Lake Dallas, Texas. As Staff Engineer, Felicia prepared the permit renewal application to submit to TCEQ for the existing phase of 5 MGD and the final phase of 7.5 MGD.

Peach Street Wastewater Treatment Plant Improvements, City of Grapevine, Texas. Felicia serves as the Project Manager on this project that consisted of the design, bidding, and construction of 8.4 MGD of treatment plant process improvements including secondary clarifier replacement, aeration system replacement, tertiary cloth media filter complex, yard piping, instrumentation and controls, and site improvements.

Sombreretillo WWTP, City of Laredo, Texas. Felicia was Project Engineer/Process Lead for the process evaluation and preliminary design of a new WWTP in Laredo. Process evaluation compared a convention activated sludge treatment plant to a plant utilizing Verticel/Cannibal process.

Northside Wastewater Treatment Plant Anaerobic Digestor Improvements, Tulsa Municipal Utility Authority, Tulsa, Oklahoma. Felicia was Staff Engineer for the conceptual design for the evaluation and selection of digestor mixing technology, digestor rehabilitation, digestor gas treatment, and digestor heating components.

Rowlett Creek RWWTP Advanced Treatment and Peak Flow Management Study, North Texas Municipal Water District, Wylie, Texas. Felicia was Assistant Project Manager and Lead Project Engineer for this study that evaluated options for managing the peak flow (115 MGD P2HF) from wet weather events in the collection system by either expanding and treating the flow at the 24 MGD AADF Rowlett Creek RWWTP or diverting it to the 56 MGD AADF Wilson Creek RWWTAP operated by the District.

Rio Vista Wastewater Treatment Plant Expansion, City of Rio Vista, Texas. Felicia is serving as the Project Manager for the design, bid, and construction phase services of a wastewater treatment plant expansion that is estimated at $5 million. The first phase includes a conceptual-level study that will be used for work in Johnson County to receive additional ARPA funding. This project also includes tripling the capacity of the existing plant and addressing peak flow management.

Wastewater Treatment Plant Improvements, City of Sherman, Texas. Felicia is serving as the Project Engineer for the design support role and review of the existing 8-MGD wastewater treatment plant improvements project which is estimated at $6.7 million.

Lower Cottonwood Lift Station, North Texas Municipal Water District, Wylie, Texas. Felicia was Assistant Project Manager and Project Engineer for the design and construction of the Lower Cottonwood Lift Station.

14-inch Force Main for Lift Station No. 31, City of Lubbock, Texas. Felicia served as the Engineer of Record for the design, bid, and construction phase services of 4,475 linear feet of 14-inch new fusible PVC force main for Lift Station No. 31. The project included a route study to determine the optimal alignment and assessment of rehabilitation of the existing 12-inch cast iron force main. The trenchless solution allowed a non-invasive construction method which enabled continuous operation of the lift station during construction, eliminating costly bypass costs and minimizing shutdown time.

Sewer Pipelines

Main 134 and 134R Evaluation Study, City of Fort Worth, Texas. Felicia was the Project Engineer for the project that included the evaluation of Sewer Main 134 and 134R that resulted in the recommendation of $13.3M to remove/reduce excess I&I including: 234 manholes rehab, $12.7M in pipeline replacement or point repair, and an I&I private sector abatement program.

Water Pipelines

36-inch Water Main Stonebrook Parkway, City of Frisco, Texas. Felicia served as design engineer of this project that consisted of 8,250-feet of 36-inch water main along Stonebrook Parkway which included direction drill under major intersections crossing.

42-inch Water Main Rolater Road, City of Frisco, Texas. Felicia served as design engineer of this project that consisted of 11,600-feet of 42-inch water main along Rolater Road.

TECHNICAL LEAD: W/WW PIPELINES

THOMAS MOODY, PE

Thomas Moody has experience in Environmental and Civil Engineering Design. He has provided services in design of water/wastewater treatment, distribution, and collection infrastructure, hydrologic and hydraulic modeling, 3D modeling, asset mapping, permitting and funding applications for many municipalities across Texas.

Water Supply

Vista Ridge Regional Supply Program, San Antonio, Texas. Thomas served as a Design Engineer and performed hydraulic analysis on the entirety of over 142-miles of pipeline and coordinated all the PMIDs between disciplines for the well field cooling towers, 44 MGD high services pump station, two intermediate pump stations, and the terminus storage tank sites.

Water Reuse Study, City of Stephenville, Texas. Thomas is Design Manager for the study of wastewater treatment plant improvements needed to achieve indirect water reuse standards. This includes improvements to process revamping, cloth filtration addition, UV disinfection new pumping, and conveyance systems for reuse of water.

Water Supply and Treatment Program, City of Stephenville, Texas. Thomas is serving as Project Engineer for the design, bid, and construction phase services for a new water supply that includes five new water supply wells, 23,000-LF of water collection system piping, 7,500-LF of new 16-inch raw water transmission pipeline, rehab of the existing pump station, a new 4 MGD pump station, planning for future pump station, new 1 MG prestressed concrete ground storage tank, rehabilitation of the existing 1 MG concrete tank, new chlorine injection and continuous monitoring, and new raw and finished water metering. Estimated at $12 million, this project focuses on the main objective of addressing the immediate needs, and plan for future new water supplies including water reuse and Aquifer Storage and Recovery. This project includes hydrogeology, process mechanical, civil, electrical, structural, instrumentation and control.

Wastewater Treatment

Wastewater Treatment Plant Improvements, Trophy Club Municipal Utility District No. 1, Town of Trophy Club, Texas. Thomas served as a Project Engineer for the project that included completing all necessary application paperwork as well as coordinated communication between the Municipal Utility District and the Texas Water Development Board. The project included conversion from a conventional activated sludge plant to a membrane biological reactor plant. He also worked on the permit renewal for 1.9 MGD of wastewater treatment. He worked with the MUD to collect all relevant information and produced updated hydraulic grade profiles and process flow diagrams for three separate phases of construction. He also updated the sludge management plan for the plant.

Jenks Wastewater Treatment Plant Expansion, City of Jenks, Oklahoma. Thomas served as a Design Engineer and led the grading, paving, and yard piping design for the expansion of the wastewater treatment plant from 1.7 MGD to 4.23 MGD. The expansion included the design of a new influent pump station, screening facility, three flowmeter vaults, a precast electrical building, and a UV disinfection facility. Thomas assisted the design of all mentioned facilities. This project was bid for $210 million.

EXPERIENCE
8 years

EDUCATION
BS, Environmental Engineering, Tarleton State University

BS, Hydrology Engineering, Tarleton State University

REGISTRATION
Professional Engineer, Texas #13832

PROFESSIONAL AFFILIATIONS
- ASCE
- WEAT
- AWWA

South Canadian Wastewater Treatment Plant Expansion, City of Oklahoma City, Oklahoma. Thomas served as a Design Engineer and led a multi-discipline team in the design improvements to the 8.66 MGD plant including three concrete 130-feet final clarifiers, a return activated sludge/waste activated sludge pump station, two flow splitting structures, and two scum pump station.

Wastewater Treatment Plant Expansion, City of Owasso, Oklahoma. Thomas served as a Design Engineer/BIM Manager for the preliminary design of improvements. He laid out the proposed main pump station, headworks, aeration basin, blower building, aerobic digestor, and improvements to existing aeration basin, and RAS, WAS, and scum pump station. The project increased the plant capacity to 6.5 MGD.

Peach Street Wastewater Treatment Improvements, City of Grapevine, Texas. Thomas is serving as Project Engineer for various improvements to the Peach Street Wastewater Treatment Plant including Train 2 Secondary Clarifier equipment replacement, Train 2 and Train 3 aeration basin air header replacement, Train 2 4.2 MGD Diffuser replacement, and Train 2 electrical improvements consisting of a new electrical Motor Control Center.

Rio Vista Wastewater Treatment Plant Expansion, City of Rio Vista, Texas. Thomas is serving as the Project Engineer for the design, bid, and construction phase services of a wastewater treatment plant expansion that is estimated at $5 million.

Winfield Lift Station Rehabilitation and New Force Main, City of Hudson Oaks, Texas. Thomas served as the Project Engineer for upgrading the capacity of the Hudson Oaks Winfield Lift Station to 500 gallons per minute and designing a new 2,800 linear foot 6-inch force main with both open cut and trenchless segments. After being asked to perform an initial assessment, Provenance worked closely with the developer to confirm that the capacity of the lift station will need to be increased to not only serve a new development but also receive flow from two other lift stations.

Trophy Club 30-inch Sewer line Improvements, Trophy Club Municipal Utility District, Texas

Thomas served as project engineer and was tasked with increasing the size of existing sewer lines to handle future flow. He performed calculations to show that under the highest future flow conditions, the existing manholes could surcharge with acceptable freeboard to increase the capacity of the existing lines.

Water Systems

Lillian Pump Station Expansion, City of Stephenville, Texas. Thomas is serving as the Project Engineer for this project that includes a 2MGD Pump Station expansion, a new one-million-gallon ground storage tank, and chlorine booster station for the City of Stephenville.

Lake Weatherford New Standpipe and Existing Standpipe Rehabilitation, City of Weatherford, Texas. Thomas is serving as the Project Engineer for the design, bid, and construction oversight for the Lake Weatherford new 200,000-gallon standpipe and rehabilitation of the existing 100,000-gallon standpipe. The project also includes site improvements, flow control and tank mixing, surveying, geotechnical, electrical and SCADA.

Grand Prairie Chorine Booster System Rehabilitation, City of Grand Prairie, Texas. Thomas served as staff engineer and designed improvements to a Chlorine Disinfection System at a Booster Pump Station. He reviewed several different technologies and proposed alternatives that could work within the existing structure.

Northside II 30-inch Water Line at State Hwy 170, City of Fort Worth, Texas. Thomas served as a Design Engineer where he designed pipe horizontal and vertical alignment and determined placement of ARVs for 16,000 linear feet of 30-inch water transmission line.

Water Treatment

Hefner Water Treatment Plant Improvements, City of Oklahoma City, OK. The project included replacing and existing elevated gravity lime delivery system to the clarifiers with a pressurized system. During modifications to the existing Lime feed system it had to remain completely operational. The congested site represented many challenges to continuous operations during construction. These challenges were overcome through the use of scanning technologies and 3D modeling of existing and proposed infrastructure during the design process.

ENGINEERING SUPPORT

KORI THOMPSON, PE

Kori Thompson is a civil engineer with 15 years of experience in both the private and public sector. She has served as the project manager and design engineer on dozens of water and wastewater projects as well as supervised an engineering department for a city of 125,000 citizens.

EXPERIENCE
14 years

EDUCATION
BS, Civil Engineering, Texas Tech University

REGISTRATION
Professional Engineer, Texas #111781

Water Supply

Lake Alan Henry Water Supply Project Treated Water Line, City of Lubbock, Texas. The project consisted of the design of the transmission pipeline from the South Water Treatment Plant to three existing booster pump stations on the south side of Lubbock: Pump Stations #8, #10, and #14. The Treated Water Line project, estimated at $42 million, was comprised of over 20 miles of 48-inch, 42-inch, and 36-inch concrete cylinder pipe, a 40-foot diameter standpipe, and a 45,000-gallon surge tank. Kori helped to compile and write the Basis of Design Memo for the project. She performed a route study identifying three potential corridors to the three pump stations. After identifying the preferred corridors, Kori was able to select the most beneficial route within the corridors allowing her to create the final alignments for each of the three segments of pipeline. Kori drafted the 168-page set of plans for the project which included pipeline profiles, pavement repair, valve details, pump station tie-ins piping and grading, standpipe and surge tank designs, and miscellaneous details. Kori also coordinated the application for and procurement of the necessary crossing permits with TxDOT, compiled project specifications, and bid quantities. Kori's responsibilities continued throughout the construction phase where she reviewed project submittals to ensure the specifications were being met according to both the City of Lubbock and TCEQ.

Water Supply and Treatment Program, City of Stephenville, Texas. Kori is serving as Project Manager for the design, bid, and construction phase services for a new water supply that includes five new water supply wells, 23,000-LF of water collection system piping, 7,500-LF of new 16-inch raw water transmission pipeline, rehab of the existing pump station, a new 4 MGD pump station, planning for future pump station, new 1 MG prestressed concrete ground storage tank, rehabilitation of the existing 1 MG concrete tank, new chlorine injection and continuous monitoring, and new raw and finished water metering. Estimated at $12 million, this project focuses on the main objective of addressing the immediate needs, and plan for future new water supplies including water reuse and Aquifer Storage and Recovery. This project includes hydrogeology, process mechanical, civil, electrical, structural, instrumentation and control.

Capital Improvement Programming, City of Columbia, Missouri. As Engineering Supervisor, Kori assisted in the preparation of the annual capital budget by identifying necessary improvements and needs, developing project scopes and cost estimates, assessing risk of failure, and prioritizing projects based on the annual budget and staff availability. Kori also worked with other City departments to coordinate work to minimize impacts to the public and take advantage of cost savings for projects that could be coordinated and combined.

GIS and InfoSWMM Modeling, City of Columbia, Missouri. Kori oversaw the management and update of the Sewer and Stormwater Utilities' GIS mapping. The Sewer GIS contains over 18,000 individual sewer pipes, with a total length of over

700 miles of gravity pipes and an additional 40 miles of force mains. Asset attribute information such as pipe material, size, inverts, surveyed locations, and maintenance information are tracked and updated. Updates to the GIS systems are based on submitted as-built information, maintenance inspections, and annual manhole surveys. In addition to the GIS massing, Kori oversaw the initial stages of the development of the City's Sewer System model in Innovyze's InfoSWMM software. Kori worked directly with Innovyze to develop the collection model by providing the City's GIS information, identifying gaps in attribute information, addressing discrepancies in naming convention, and digitizing all lift stations.

Wastewater Treatment

Big Spring Wastewater Treatment Plant Improvements Phase 1, City of Big Spring, Texas. Kori served as a Design Engineer for this project that included new diffusers in aeration basins, a new air supply line and steel truss structure, removal of sludge from aeration basins, and the retrofit of new cloth media filters into the existing traveling bridge effluent filters. The flows at the plant ranged from 3.8 MGD average to 11.4 MGD peak.

Big Spring Wastewater Treatment Plant Improvements Phase 2, City of Big Spring, Texas. Kori served as a Design Engineer for this project that included a new headworks facility, new aeration blowers, and a new sludge belt filter press. The headworks facility was designed to include a new grit removal system, influent plant lift station, and both coarse and fine screening. The flows at the plant ranged from 3.8 MGD average to 11.4 MGD peak.

Wastewater Treatment Plant Improvements, City of Muleshoe, Texas. Kori served as the Design Engineer for this project which included an increased permitted influent flow to the wastewater treatment plant by the adding an additional clarifier, which Kori designed along with the splitter box, yard piping, and all necessary infrastructure improvements. Kori analyzed the existing hydraulics of the plant, developed the hydraulic profile for the existing plant, and revised for plant hydraulics to encompass a new clarifier. She also received approval for a Major Amendment to the City's TCEQ discharge permit.

Wastewater Treatment Plant, City of Kermit, Texas. This project included the research and planning of a new facultative lagoon, storage pond, and irrigation system for the City of Kermit's new Wastewater Treatment Plant. Kori's responsibilities consisted of coordinating the dedication of the electrical easement required by the power company with the power company, contractor, and City of Kermit. Additionally, Kori oversaw the correspondence and coordination for all construction activities with the TWDB, who funded the project. This project was estimated at $3.8 million.

Forsan ISD Wastewater Treatment Plant, City of Forsan, Texas. Kori served as the project manager and design engineer providing design for a new sewer collection system, including two new lift stations, and a wastewater treatment plant for Forsan ISD. In addition to the design, Kori managed all permitting activities for the new treatment plant as Forsan ISD had previously been served by on-site sewage facilities.

Winfield Lift Station Rehabilitation and New Force Main, City of Hudson Oaks, Texas. Kori served as the Project Manager of the project that included upgrading the capacity of the Hudson Oaks Winfield Lift Station to 500 gallons per minute and designing a new 2,800 linear foot 6-inch force main with both open cut and trenchless segments. After being asked to perform an initial assessment, Provenance worked closely with the developer to confirm that the capacity of the lift station will need to be increased to not only serve a new development but also receive flow from two other lift stations.

TCEQ NPDES Permitting, Texas. As part of the design and construction of new wastewater treatment facilities and improvements to existing facilities, Kori has provided NPDES permitting services to over fifteen (15) municipal clients. These services include the compilation and completion of all application forms, maps, testing and calculations required by the clients' Water Quality Permits.

AT-A-GLANCE: FIRM'S PROFESSIONAL EXPERIENCE

As mentioned previously in this statement of qualifications, Kent Riker, PE, and the entire Provenance Team have been building relationships and earning the trust of clients across Texas. As the table below shows, he and his team have a myriad of experience throughout several areas of water and wastewater engineering. This speaks to Provenance Engineering's ability to perform in the Trusted Advisor role and the depth and breadth of their skill levels.

Owner	WWTP	Lift Station	Pump Station	Water Distribution	Wastewater Collection	Water Treatment	Water Supply
City of Big Spring	♦					♦	
City of Bonham		♦	♦		♦	♦	
City of Grapevine*	♦	♦	♦	♦	♦	♦	♦
City of Hico*				♦	♦		
City of Hudson Oaks*		♦					
City of Lamesa		♦					
City of Levelland	♦						
City of Rio Vista*	♦				♦		
City of Sherman*	♦						
City of Stephenville*	♦	♦	♦	♦	♦	♦	♦
City of Weatherford*				♦	♦		
Ector County ISD		♦			♦		
Town of Brock*	♦	♦	♦	♦	♦	♦	♦
Town of Lake Shores*		♦		♦	♦		
Trophy Club Municipal Utility District	♦				♦		
*current Provenance clients							
Some additional small clients include: Gainesville, Pelican Bay*, Muleshoe, Anton, Earth, Kress, Sundown, Forsan ISD, and Grady ISD.							

> Sometimes working day and night, Kent has provided excellent client service by going above and beyond the call of duty."
>
> NICK WILLIAMS
> PUBLIC WORKS DIRECTOR
> CITY OF STEPHENVILLE

STEPHENVILLE LONG-TERM WATER SUPPLY AND TREATMENT PROGRAM

The City of Stephenville selected Provenance Engineering to provide design, bid and construction phase services for a new water supply that includes five new water supply wells, 23,000-LF of water collection system piping, 7,500-LF of new 16-inch raw water transmission pipeline, rehab of the existing pump station, a new 4 MGD pump station, planning for future pump station, new 1 MG prestressed concrete ground storage tank, rehabilitation of the existing 1 MG concrete tank, new chlorine injection and continuous monitoring, and new raw and finished water metering. The project includes hydrogeology, process mechanical, civil, electrical, structural, instrumentation & control.

Challenges: Increasing and diversifying the City of Stephenville's water supply. The city has relied on one pump station to distribute 75% of the city's water supply into the distribution. Through a planning study included in the project, Provenance Engineering identified city growth projections previously established showed a water supply shortfall in less than 20 years. The project's main objective is to address the immediate needs, and plan for future new water supplies including water reuse and Aquifer Storage and Recovery.

Solutions: The Provenance Engineering team developed a new water supply that would be brought into a different pump station. The project is being funded through the American Recovery Plan. On December of 2020 the city entered into a design contract with Provenance Engineering and by December 2021 had awarded the first phase of the project for $4,500,000 to expand the pump station to meet the TCEQ storage requirement. All construction is scheduled to be completed by February of 2024.

Transmission Line for 536 Well Field, City of Stephenville, Texas

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT INFORMATION:

Name: City of Stephenville, Texas
Address: 298 West Washington Street; Stephenville, Texas 76401
Reference: Nick Williams, Public Works Director
Contact Information: 254.918.1223; nwilliams@stephenvilletx.gov

PRIME OR SUB:

Prime

COMPLETION DATE AND CONSTRUCTION VALUE

Completion Date: Ongoing
Construction Value: $12,500,000

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-In-Charge/ Project Manager
Felicia Sanford, PE: Project Engineer
Thomas Moody, PE: Project Engineer
Kori Thompson, PE: Project Engineer

Project Components

- 5 New Water Supply Wells
- 23,500 LF of new waterline
- 7,500 LF of 16-in transmission waterline
- New 4 MGD Pump Station
- 1MG New Ground Storage Tank
- TCEQ compliant Treatment
- New Raw And Finished Flow Metering
- Planning for Future pressure plane

STEPHENVILLE EASTSIDE PRESSURE PLANE

The City of Stephenville selected Provenance Engineering to provide a conceptual study and cost estimate for the Proposed Eastside Water Distribution System Project. The goal of the Project is to increase the water storage and pumping capacity for the City via a new distribution pressure plane on the east side of Stephenville. Provenance Engineering took the Water Distribution Master Plan, completed by another engineering firm, and evaluated the proposed location of a new Elevated Storage Tank. Provenance found a alternative location that would allow for the city to not only meet the desired objectives but double the city's water service area due to the added elevation while still providing pressure and TCEQ required storage to the existing lower pressure plane. The Airport High Service Pump Station (APS) was designed by Provenance Engineering with this expansion in mind and was designed with three pump cans and connections to both existing ground storage tanks. The project will be expanded to include a new high service pump station for the new Eastside Pressure Plane, an approximate 20,000-LF of transmission pipeline from the APS to a new 1-million-gallon elevated storage tank, and a distribution loop of approximately 10,000-LF of 16-inch and 7,500-LF of 12-inch water main. Provenance Engineering completed the conceptual study and provided a preliminary cost estimate in September of 2022. The city is moving forward with the project and has tasked Provenance Engineering with identifying potential funding sources and preparing a scope of work for preliminary design of the project.

Challenges: Minimize impacts to the existing Airport Pump Station and keep it operational during construction. Identify potential service area boundaries for the proposed eastside pressure plane.

Solutions: As part of the Airport Pump Station Expansion and New Pipeline project (currently under construction), Provenance Engineering planned for the proposed high service pump station by including the pump cans and influent piping for the future pumps in the design and construction of the Airport Pump Station project. Provenance Engineering reviewed potential site locations for the new elevated storage tank and provided the City with a recommendation based off of existing topography, proposed system pressures, and future land use. Provenance Engineering also reviewed the City's existing master plan and identified future CIP projects that could either be eliminated or incorporated into the proposed project.

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT:

Name: City of Stephenville, Texas
Address: 298 West Washington Street; Stephenville, Texas 76401
Reference: Nick Williams, Public Works Director
Contact Information: 254.918.1223; nwilliams@stephenvilletx.gov

PRIME OR SUB:

Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

Preliminary Study: Completed
Study: 8/2022 (proposed/actual start); 9/2022 (proposed/actual completion)
Construction Value: $25M

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-in-Charge
Thomas Moody, PE: Project Manager
Felicia Sanford, PE: Project Engineer
Kori Thompson, PE: Technical Lead

New Pressure Plane Modeling of EST and Airport Pump Station Sites, Stephenville, Texas

GRAPEVINE CAPITAL IMPROVEMENTS PLAN

The City of Grapevine selected Provenance Engineering from a short list of firms to perform a condition assessment of all city owned water and wastewater infrastructure assets. Provenance used the findings from the condition assessment, along with the city's desired improvements, to develop a 5-year Capital Improvements Plan totaling $40MM.

Challenges: The City asked Provenance Engineering to cut the remaining project schedule in half to meet a new city deadline. The city asked for a concise executive summary of the CIP with specific charts and figures to communicate with City Management the needs.

Solutions: Provenance Engineering worked with City staff to aggressively work through Capital Improvements Planning workshops through the Holiday season to compress. Through a collaborative team approach with the City, Provenance was able to reduce schedule and meet the City's desired deadline.

Provenance worked with the City Engineer to come up with a concise report to deliver to City Management that clear identified the CIP needs at the Water and Wastewater Treatment Plant.

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT:

Name: City of Grapevine
Address: 200 S. Main Street; Grapevine, Texas 76051
Reference: Jimmy Didehbanhi, Water Utilities Manager
Contact Information: 817.410.3331; jdidhebanhi@grapevinetexas.gov

PRIME OR SUB:

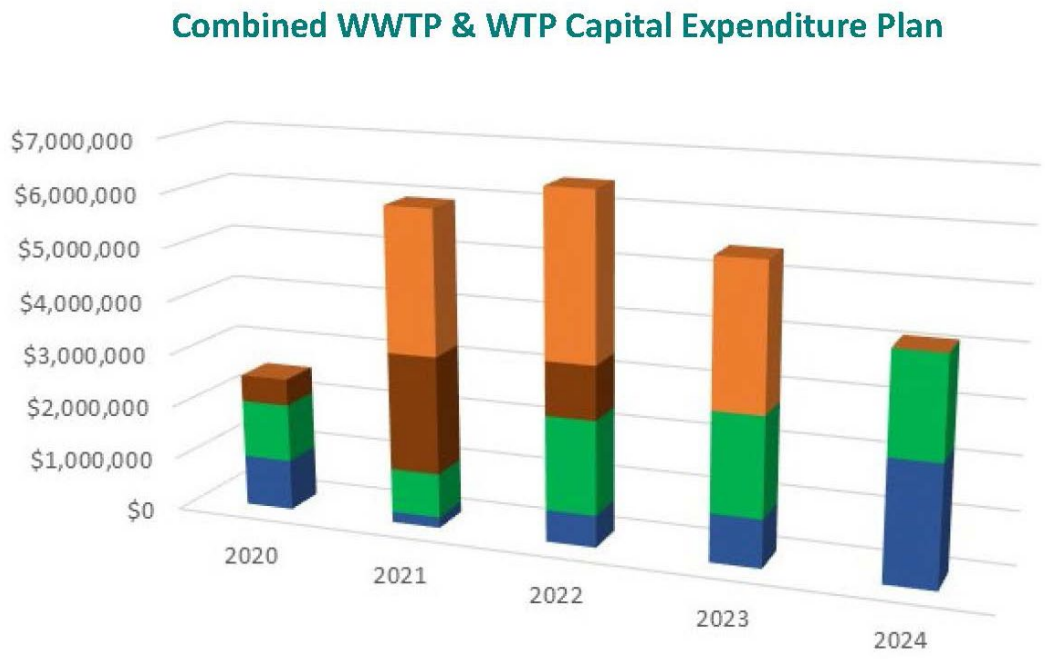
Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

Completion: March 2020
Construction Value: $35MM (est.)

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Project Manager and Engineer of Record



Capital Improvements Plan, Grapevine, Texas

WASTEWATER TREATMENT PLANT EXPANSION

Provenance Engineering was selected by the City of Rio Vista for the design, bid and construction phase services of a Wastewater Treatment Plant Expansion. The first phase included a conceptual-level study that was used to receive 75% grant funding. The project includes tripling the existing treatment capacity, the evaluation of existing treatment processes and infrastructure. Provenance was also tasked with evaluating multiple options for increasing the capacity of the existing plant doubling or tripling the capacity of the existing wastewater plant. Addressing peak flow management will be addressed in the project as Provenance works closely with TCEQ for a major permit amendment..

Challenges: Designing budget conscious expansion options to an aging wastewater treatment plant to keep up with a growing population.

Solutions: Provenance Engineering has experience working with fast-developing communities, as well as Felicia's experience working on over 200 WWTP process models, gave us the experience and understanding needed to provide high-quality, cost-effective solutions. Provenance is developing a solution that meet the city's growing needs while increase the level of service provided to the community.

Project Components

- 0.2 MGD SBR Addition
- New Headworks
- Peak Flow Management

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT INFORMATION:

Name: City of Rio Vista
Address: 201 S HWY 174 / P.O. Box 129, Rio Vista, Texas 76093
Reference: Amber Taylor, City Secretary
Contact Information: 817.373.2588; ataylor@riovistatx.com

PRIME OR SUB:

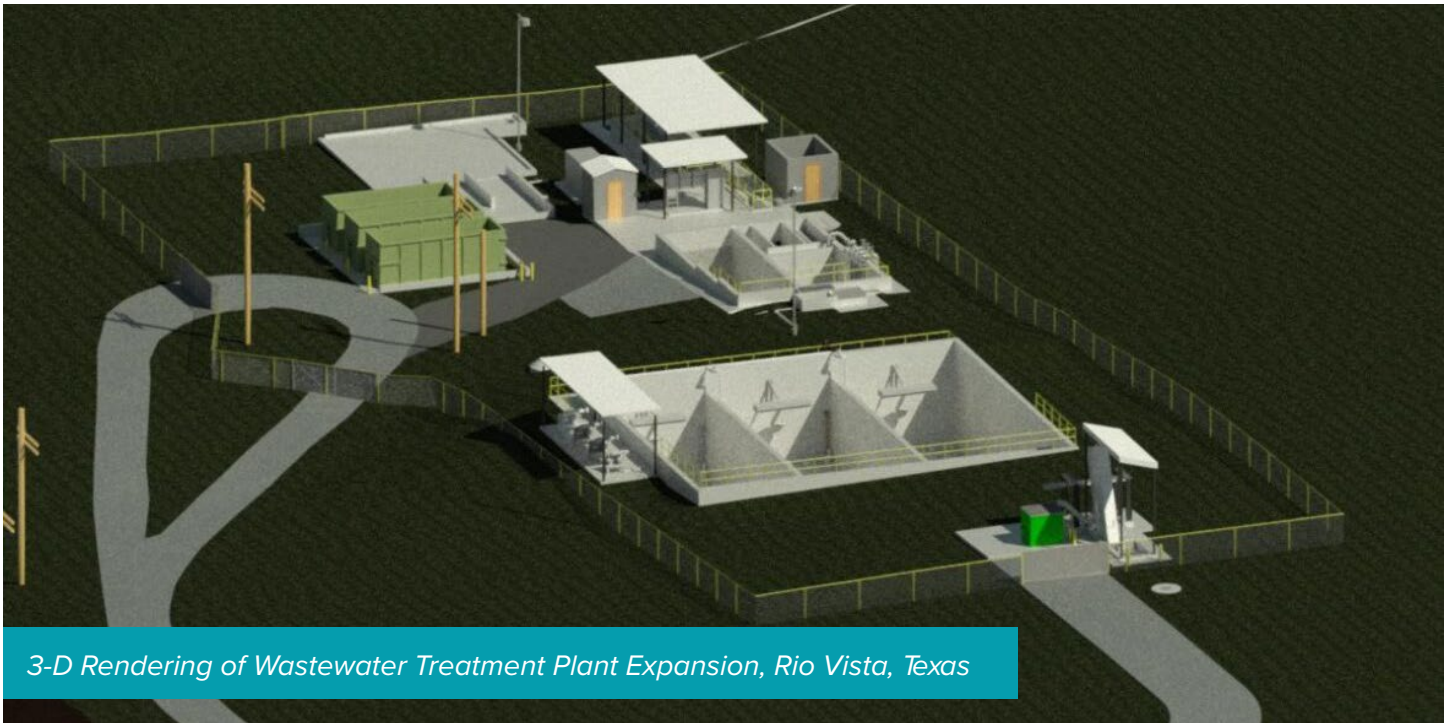
Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

Completion Date: Ongoing
Construction Value: $5.5M

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-in-Charge
Felicia Wyatt Sanford, PE: Project Manager
Kori Thompson, PE: QA/QC Review
Thomas Moody, PE: Project Engineer



3-D Rendering of Wastewater Treatment Plant Expansion, Rio Vista, Texas

WASTEWATER TREATMENT PLANT IMPROVEMENTS

Provenance Engineering was selected for the detailed design, bidding and construction management of this project, which included various improvements at the Peach Street Wastewater Treatment Plant including Train 2 secondary clarifier equipment replacement, Train 2 and Train 3 aeration basin air header replacement, Train 2 diffuser replacement, and Train 2 electrical improvements. The owner determined the Train 2 clarifier and air diffusers equipment is failing causing a drop in treatment performance.

Challenges: Designing rehab options to an aging wastewater treatment plant to keep up with a growing population that will allow for the least amount of downtime.

Solutions: Kent's relationship with the City of Grapevine has endured over 10 years through a dozen projects due to the trust built by delivering innovate designs and workable solutions. Provenance and the City are working together to come up with solutions that meet the city's needs and increase the level of service provided to the community.

Project Components:

- 4.2 MGD Diffuser replacement
- 2 Secondary Clarifier replacement
- Air header replacement
- New electrical Motor Control Center

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT INFORMATION:

Name: City of Grapevine, Texas.
Address: 200 S. Main Street, Grapevine, Texas 76051
Reference: Jimmy Didehbanhi, Water Utilities Manager
Contact Information: 817.410.3331; jdidhebanhi@grapevinetexas.gov

PRIME OR SUB:

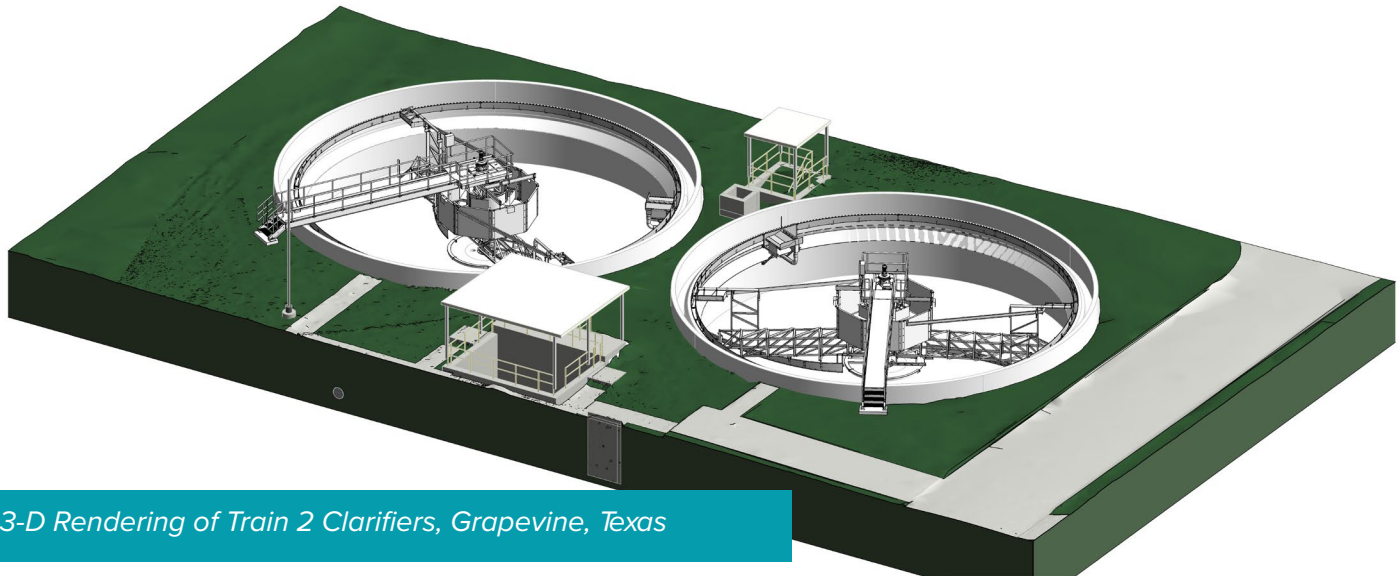
Prime

COMPLETION DATE AND CONSTRUCTION VALUE

Completion Date: Ongoing
Construction Value: $7.5M

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-In-Charge
Felicia Wyatt Sanford, PE: Project Manager
Kori Thompson, PE: Project Engineer
Thomas Moody, PE: Project Engineer



3-D Rendering of Train 2 Clarifiers, Grapevine, Texas

NORTH CUSTER ROAD WATER TREATMENT PLANT

Provenance Engineering was hired to provide technical design support and value engineering for the project that included a new 2-MGD high service pump station, 200,000 ground storage tank, two water supply wells, hypochlorite disinfection system, emergency generator, 1,750 feet of pipeline, and metering station. Our team worked closely with the design engineering team to identify opportunities for operational improvements, cost savings and ways to expedite construction to meet the owner's deadline.

Challenges: The project was part of a large $100M development and faced regulatory compliance and aggressive schedule.

Solutions: Provenance Engineering worked with the Prime to both meet the schedule objectives but also add both suggest improvements for easy of operation and constructability review in an expedited schedule.

PROJECT COMPONENTS:

- 2 MGD Pump Station
- Hypochlorite Disinfection System
- 200,000 gallon Ground Storage Tank
- 1,750 LF of 6-in pipeline
- 2 Water Supply Well

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT INFORMATION:

Name: Perkins Engineering Consultants, Inc.
Address: 6001 I-20 Frontage Rd #219 Arlington, TX 76017
Reference: Mark Perkins (Prime)
Contact Information: 817.719.0372; mperkins@perkinsconsultants.com

PRIME OR SUB:

Sub

COMPLETION DATE AND CONSTRUCTION VALUE

Completion Date: May 2020 (VE)
Construction Value: $3,850,000

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-In-Charge
Felicia Wyatt Sanford, PE: Project Manager

North Custer Road Water Treatment Plant, McKinney, Texas

STEPHENVILLE WATER SUPPLY STUDY

The City of Stephenville selected Provenance Engineering to provide a study to evaluate long-term water supply needs and investigate new water supply options. This included an initial determination if the water management strategy of Aquifer Storage and Recovery (ASR) or Aquifer Recharge (AR) warrants further study by the city. ASR and AR is the intentional recharge of water to aquifers for subsequent recovery or environmental benefit. The study evaluated "banking" excess surface water supplies using ASR and evaluated water reuse capture through AR. ASR and AR can assure adequate protection of human health and the environment and can provide a viable option to help meet long-term water management plans.

Challenges: Increasing and diversifying the City's water supply to add resiliency.

Solutions: The Provenance Engineering identified a new water supply opportunity with capturing Water Reuse currently being released into the Bosque River. Provenance also evaluated storage of the City surface water rights via AR or ASR for a long-term banking until needed. Multiple options were assessed for Water Reuse and were found to be the most viable and cost-effective long-term option in the study.

Project Components:

- Water Reuse assessed as an Alternative Water Supply
- 50,000 LF waterline assessed
- New Injection and Extraction well assessed
- New pump station and tank storage

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT INFORMATION:

Name: City of Stephenville
Address: 298 West Washington Street; Stephenville, Texas 76401
Reference: Nick Williams, PE, Director Public Works
Contact Information: 254.918.1223; nwilliams@stephenvilletx.gov

PRIME OR SUB:

Prime

COMPLETION DATE AND CONSTRUCTION VALUE

Completion Date: Complete
Construction Value: $15,000,000 - $45,000,000

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-In-Charge
Kori Thompson, PE: QA/QC
Felicia Wyatt Sanford, PE: Project Manager
Thomas Moody, PE: Project Engineer

New Water Supply Study, Stephenville, Texas

SHERMAN WASTEWATER TREATMENT PLANT IMPROVEMENTS

Provenance Engineering has been performing a design support role and review of this renovation to the existing 8-MGD wastewater treatment plant improvements project. The project improvement is estimated at $6.7 million. Our team worked closely with the design engineering team to identify opportunities for operational improvements, cost savings and ways to expedite construction.

Challenges: The bio-clarifiers, which were being rehabilitated, had aluminum dome covers on them that had to be removed during construction. To complicate their removal, the dome covers were close to active powerlines.

Solutions: Our team developed a solution to remove the domes without the cost of bringing in a large crane and lessen the risk of electrocution. Provenance also presented a solution that would reduce the number of required plant shutdowns during construction from 12 to two during the slide gate replacement.

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT INFORMATION:

Name: City of Sherman
Reference: Mark Perkins (Prime)
Contact Information: 817.719.0372; mperkins@perkinsconsultants.com

PRIME OR SUB:

Sub

COMPLETION DATE AND CONSTRUCTION VALUE

Completion Date: July 2021
Construction Value: $7 million

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-In-Charge
Felicia Wyatt Sanford, PE: Project Manager
Kori Thompson, PE: Project Engineer

Wastewater Treatment Plant Improvements, Sherman, Texas

GRAPEVINE NEW RAW WATER SYSTEM

Provenance Engineering was selected through an RFQ process for the detailed design, bidding and construction management of this project, which included the complete redesign of a new raw water pump station and 24-inch transmission main. The preliminary design has shown substantial energy savings and potentially enough energy to fully power the pump station. The project includes developing options to connect to the United States Army Corp of Engineers (USACE) Outlet Works structure; perform a site study for new 12-MGD Raw Water Pump Station; route study for both raw water line and a separate potable water line through the USACE property. Provenance will evaluate using the hydraulic head to generate power through a hydro-generator for water released downstream.

Challenges: Designing rehab options to an aging 70-year-old USACE Suction pipelines that supplies the City's 50-year-old raw water system outside a new created 500-ft buffer from the Lake Grapevine Dam. Also, addressing zebra mussel formation in raw water system. Route pipeline through USACE property through environmentally sensitive areas.

Solutions: Kent developed a unique idea, which included reconfiguring the suction lines to utilize the static head of Lake Grapevine to eliminate the need for one of the existing pump stations that the USACE required to be relocated. The use of hydraulic energy from Lake Grapevine to drive the raw water transmission to the Water Treatment Plant, which decrease the power requirements for the raw water system by 90 percent, saving the City both capital and operations and maintenance costs. Finally, Provenance developed a unique idea to address zebra mussel formation inside of the raw water pipeline ideal for cleaning and removal.

PROJECT COMPONENTS:

- 12- MGD Raw Water Pump Station
- 5,720 LF of 24-in transmission pipeline with 1,190-LF of trenchless
- 2,400 LF of new 8-in water line with 800-LF of trenchless
- Zebra Mussel control and removal systems
- Raw Water pipeline pigging systems
- Micro-Hydro Generator
- New Water Treatment Chemical Mixing System
- Filter Backwash Recycle System

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT:

Name: City of Grapevine
Address: 200 S. Main Street; Grapevine, Texas 76051
Reference: Jimmy Didehbani, PE, Water Utilities Manager
Contact Information: 817.410.3331; jdidehbani@grapevinetexas.gov

PRIME OR SUB:

Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

Construction Value: $10,000,000

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Project Manager and Engineer of Record
Felicia Wyatt Sanford, PE: Project Engineer
Thomas Moody, PE: Project Engineer

Peachtree WWTP Layout, Grapevine, Texas

AIRPORT PUMP STATION EXPANSION AND NEW PIPELINE

The City of Stephenville selected Provenance Engineering to provide design, bid and construction phase services for the project that includes rehab of the existing pump station, a new 3 MGD pump station, new 1 Million Gallon prestressed concrete ground storage tank, rehabilitation of the existing 1 MG concrete tank, new 7,500 LF of new 16-inch pipeline, and expansion of the chlorine booster station.

Challenges: Keeping the existing high service pump station in operation while during construction to minimize downtime.

Solutions: The Provenance Engineering team work seamlessly with the city staff and management to design a new pump, execute a purchase order and oversee the installation in less than 45 days. After the project was completed, the city hired Provenance to provide preliminary planning for the expansion of the Airport Pump Station. The conceptual planning was completed and on December 1, 2020 the city entered into a design contract with us to expand the pump station to meet the increasing demand on the station.

PROJECT COMPONENTS:

- New 3 MGD Pump Station
- 1MG New Ground Storage Tank
- 7,500 LF of 16-in waterline

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT:

Name: City of Stephenville, Texas
Address: 298 West Washington Street; Stephenville, Texas 76401
Reference: Nick Williams, Public Works Director
Contact Information: 254.918.1223; nwilliams@stephenvilletx.gov

PRIME OR SUB:

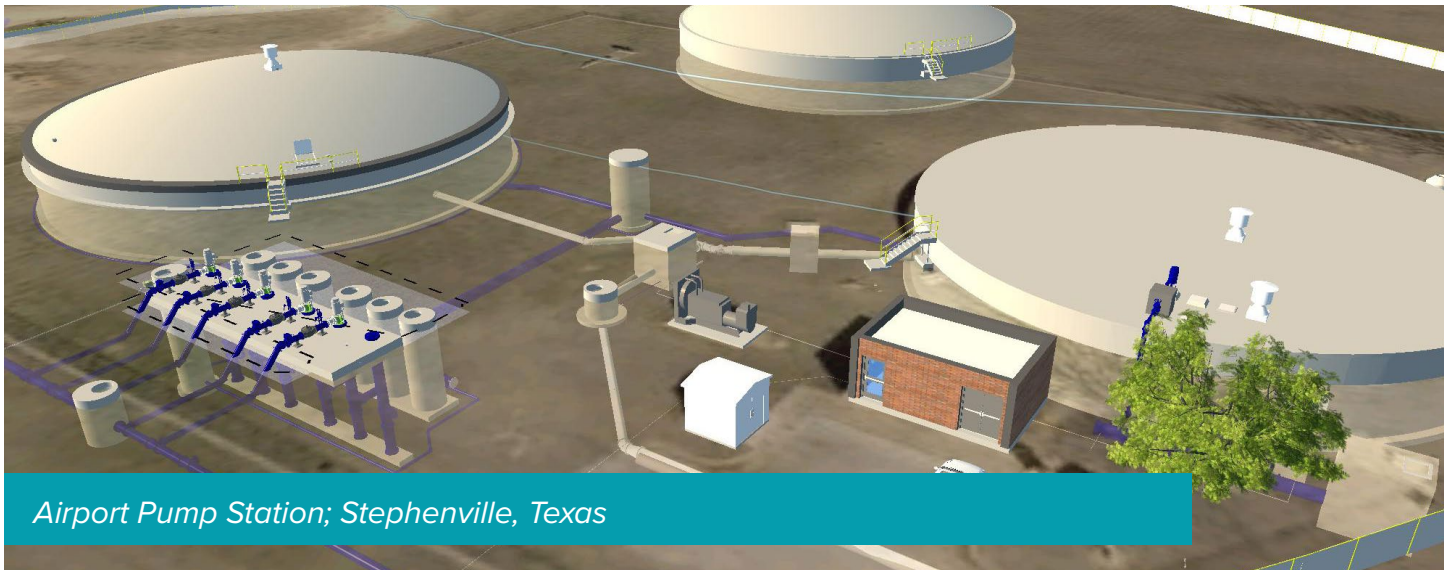
Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

Design Start: 1/2021 (proposed/actual)
Bid Opening: 11/18/2021
Construction Start: 2/14/2022 (proposed/actual)
Construction Completion: 8/25/2023 (proposed); Ongoing (actual)
Construction Value: $3,800,000

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Project Manager and Principal-in-Charge
Felicia Sanford, PE: Project Engineer (Led Design of Pump Station)
Kori Thompson, PE: Project Engineer (Led Design of Pipeline)
Thomas Moody, PE: Project Engineer (Led Site Civil Design, Design of New GST and Rehabilitation of Existing GST)



Airport Pump Station; Stephenville, Texas

LAKE WEATHERFORD NEW STANDPIPE & EXISTING STANDPIPE REHAB

The City of Weatherford selected Provenance Engineering to perform design, bid and construction oversight for the Lake Weatherford new ground storage tank and existing ground storage tank Rehabilitation Project. The Owner desires the design of a new 200,000-gallon standpipe and rehabilitation of the existing 100,000-gallon standpipe. The project included site improvements, flow control and tank mixing, surveying, geotechnical, electrical and SCADA.

Challenges: The city needs to add additional capacity and wants to maximize flexibility while keeping the budge low. The city required the tank to not be out of service for longer than 12 hours.

Solutions: Provenance Engineering worked with City staff to design two different tank materials option options including a prestressed concrete tank verse steel ground storage tank, upsizing new tank for full redundancy, and finally mixing system options to minimize water age. The design team also developed a construction sequencing scenario that the tank would not have to be out of service for longer than the city tight window of 12-hours.

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT:

Name: City of Weatherford
Address: 917 Eureka St., Weatherford, TX 76086
Reference: Bill Smith, PE, City Engineer
Contact Information: 817.598.4033; wsmith@weatherfordtx.gov

PRIME OR SUB:

Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

Redesign Start: 6/2022 (proposed/actual)
Construction Notice to Proceed: 2/14/2023
Construction Completion: 8/25/2023
Construction Value: $550,000

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-in-Charge
Thomas Moody, PE: Project Manager
Kori Thompson, PE: QA/QC
Structural: Alpha Consulting Engineering

Lake Weatherford Project Rendering (Left) and Completed Tank (Right), Weatherford, Texas

WELLINGTON MULTI-FAMILY DEVELOPMENT LIFT STATIONS AND FORCE MAINS

Provenance Engineering was hired to design two lift stations and associated force mains for the Wellington Multi0family Development. The Provenance Team is responsible for civil, environmental, structural, electrical and instrumentation and control design of 6-foot and 8-foot diameter private lift stations, each with its own force main discharging into the City of Fort Worth sewer collection system.

Challenge: Coordination with the regulatory agency responsible for the approval of the new lift stations and the connection point of the new force mains to the existing gravity system.

Solutions: Provenance quickly assessed the sewer demands (200 GPM for LS No. 1 and 360 GPM for LS No. 2) for the new development and provided the overall design of the lift stations and associated force mains. Provenance is developing the design documents for the new lift stations and force mains that meet all regulatory requirements.

PROJECT COMPONENTS:

- Two new lift stations
- One new 2,345 LF Force Main
- One new 3,640 LF Force Main

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT:

Name: City of Hudson Oaks
Address: 210 Hudson Oaks Drive, Hudson Oaks, Texas 76087
Reference: Ricky King, Director of Public Works
Contact Information: 682.229.2400; **ricky.king@hudsonoaks.com**

PRIME OR SUB:

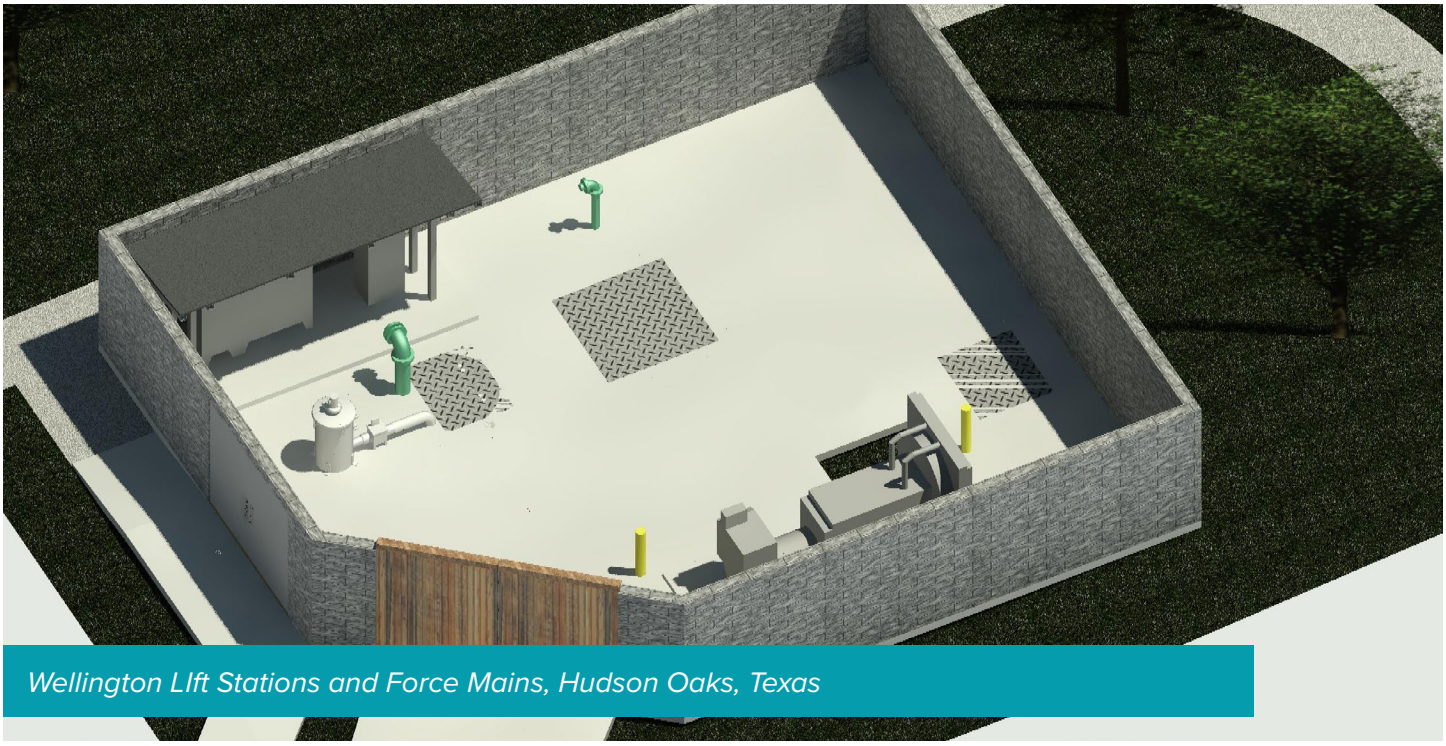
Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

Design Start: 6/7/2023
Design Completion: 12/7/2023
Construction Value: $2M

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-in-Charge
Thomas Moody, PE: Project Engineer
Kori Thompson, PE: Project Manager



Wellington LIft Stations and Force Mains, Hudson Oaks, Texas

WINFIELD LIFT STATION REHABILITATION AND NEW FORCE MAIN

Provenance Engineering was hired to upgrade the City of Hudson Oaks Winfield Lift Station to handle a large new development. The city needed the capacity of the Lift Station to be increased and a new force main to be rerouted. Provenance performed an initial assessment to confirm that the capacity of the lift station would need to be expanded. After completion of the initial assessment, Provenance Engineering designed the lift station expansion along with the design of a new 2,800 linear foot 6-inch force main with both open cut and trenchless segments.

Challenges: Quickly analyze the capacity of the existing lift station and determine if the existing 4-inch force main would be adequate to serve a development already under construction.

Solutions: Provenance quickly assessed the city's largest lift station that not only would serve the new development but also received flow from two other lift station. Provenance developed a plan to address increased flow rates and quickly to address the immediate and long-term needs.

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT:

Name: City of Hudson Oaks
Address: 210 Hudson Oaks Drive, Hudson Oaks, Texas 76087
Reference: Ricky King, Director of Public Works
Contact Information: 682.229.2400; ricky.king@hudsonoaks.com

PRIME OR SUB:

Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

Design Start: 2/2022 (proposed and actual)
Design Completion: 1/2023 (proposed and actual)
Completion Date: 11/20/2023 (est.); Force main installed 7/30/2023. Lift station expansion under construction
Construction Value: $1,350,000

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-in-Charge
Kori Thompson, PE: Project Manager
Thomas Moody, PE: Project Engineer

Winfield Lift Station Assessment, Hudson Oaks, Texas

LUBBOCK 14-INCH FORCE MAIN LIFT STATION NO. 31

Provenance Engineering was selected to design, bid and construction phase services of 4,475 linear feet of 14-inch new fusible PVC force main for Lift Station No. 31. The project included a route study to determine the optimal alignment and assessment of rehabilitation of the existing 12-inch cast iron force main. This project has given Kent an opportunity to finish working on the second largest lift station in Lubbock, fifteen years after working on the replacement of the lift station, while working for the City of Lubbock. The force main was not replaced during the lift station rehabilitation fifteen years ago due to its challenging location under Quaker Avenue.

Challenges: Evaluate a force main reroute - with minimal disruption - for the City of Lubbock's second largest lift station, which serves a hospital and runs along a major City Street that is often congested with heavy traffic. Address any hydraulic changes caused by increasing the diameter for future growth and increased length of force main while not effecting the existing Lift Station No. 31 pump's system curve, therefore requiring pumps to be replaced increasing adding capital costs to the project.

Solutions: Provenance Engineering presented the City of Lubbock with a trenchless solution, which allows a non-invasive construction method. Rerouting the pipeline also enabled continuous operation of the lift station No. 31 during construction, eliminating costly bypass costs and minimizing shutdown time.

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT INFORMATION:

Name: City of Lubbock
Address: 1625 13th Street, Room 107; Lubbock Texas, 79401
Reference: Bailey Ratcliffe, PE, Project Manager
Contact Information: 806.775.2329; bratcliffe@ci.lubbock.tx.us

PRIME OR SUB:

Prime

COMPLETION DATE AND CONSTRUCTION VALUE

Completion Date: 10/2021
Construction Value: $787,700

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-in-Charge
Felicia Wyatt Sanford, PE: Project Manager
Kori Thompson, PE: Project Engineer

14-inch Force Main Lift Station No. 31, Lubbock, Texas

STEPHENVILLE 377 PUMP STATION AND TANKS REHABILITATION

The City of Stephenville selected Provenance Engineering to perform initial inspection and planning followed by detailed design, bid and construction phase services of the 377 Pump Station and 1,000,000-gallon steel ground storage tank. The City also selected Provenance Engineering at another location to perform the initial inspection and planning followed by detailed design, bid and construction phase services of the 750,000-gallon 377 elevated storage tank. The condition assessment was the first step in a potential rehabilitation project for the City.

Challenges: Assessing the assets and developing a cost both quickly and accurately for inclusion in the budget. The City asked Provenance Engineering to fast track the inspection and subsequent rehabilitation to inspect in late spring 2020 and have design, bid and construction completed before the start of peak demand season in 2021.

Provenance Engineering worked closely with City staff to meet an aggressive schedule. The relationships and trust developed between Provenance Engineering and the City allowed the team to focus on a data-driven solution for the condition assessment. The Provenance Engineering team was able to work with the City to meet this aggressive schedule and **completed the pump station and ground storage tank project on time and 33% under budget.**

Solutions: Both the GST and the EST projects were completed ahead of schedule and with a net $0 increase in design or construction costs.

CLIENT NAME, ADDRESS, REFERENCE AND CONTACT:

Name: City of Stephenville, Texas Address: 298 West Washington Street; Stephenville, Texas 76401
Reference: Nick Williams, Public Works Director
Contact Information: 254.918.1223; nwilliams@stephenvilletx.gov

PRIME OR SUB:

Prime

COMPLETION DATE AND CONSTRUCTION VALUE:

377 GST and PS Rehabilitation: 2/23/2021 (proposed/actual start); 8/10/2021 (proposed/actual completion)
377 Elevated Storage Tank Inspection: 1/15/2021 (proposed/actual start); 6/30/2021 (proposed/actual completion)
377 Elevated Storage Tank Rehabilitation: 2/2/2023 (Notice to Proceed); 4/30/2023
Construction Value: 1MG GST and Pump Station Rehabilitation: $395,000
Elevated Storage Tank Rehabilitation: $285,000

KEY PERSONNEL AND ROLE:

Kent Riker, PE: Principal-in-Charge and Project Manager
Felicia Sanford, PE: Project Engineer (Managed production of specifications)
Thomas Moody, PE: Project Engineer (Managed production of drawings)

1MG Steel Tank Rehabilitation; Stephenville, Texas (Left-Before; Right-After)

REFERENCES

City of Stephenville

Nick Williams, Public Works Director

298 West Washington Street; Stephenville, Texas 76401

254.918.1223

nwilliams@stephenvilletx.gov

- **Reference Projects:** Airport Pump Station, 536 New Wellfield & Transmission Pipeline, and 377 Ground Storage Tank Rehabilitation

City of Lubbock

Bailey Ratcliffe, PE, Project Manager

1625 13th Street, Room 107; Lubbock Texas, 79401

806.775.2329

bratcliffe@ci.lubbock.tx.us

- **Reference Project:** 14-inch Force Main Lift Station No. 31

City of Rio Vista

Amber Taylor, City Secretary

201 S HWY 174 / P.O. Box 129, Rio Vista, Texas 76093

817.373.2588

ataylor@riovistatx.com

- **Reference Project:** Wastewater Treatment Plant Expansion

City of Weatherford

Randall Polston, Project Manager

802 E Oak St, Weatherford, TX 76086

817.598.4174

rpolston@weatherfordtx.gov

- **Reference Project:** Lake Weatherford New Standpipe

Tab 3: Required Documents

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jason Nobles
Frost Insurance - Fort Worth P O Box 33528 Fort Worth TX 76162	PHONE (A/C, No, Ext): 817-420-5700 FAX (A/C, No): 817-420-5750 E-MAIL ADDRESS: jason.nobles@frostinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Provenance Engineering, LLC 401 Russell Ln Weatherford TX 76086 PROVENG-01	INSURER A : Allmerica Financial Benefit Insurance Co	41840
	INSURER B : Hanover American Insurance Company	36064
	INSURER C : Travelers Casualty & Surety Company of America	31194
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 416138106 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			OLDD90526404	4/29/2023	4/29/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						EPLI	$ 100,000
B	**AUTOMOBILE LIABILITY**			OLDD90526404	4/29/2023	4/29/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			W2DD90524204	4/29/2023	4/29/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			107627702	4/29/2022	4/29/2024	Per Claim Aggregate Retention	1,000,000 2,000,000 0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic Additional Insured endorsement when there is a written contract between the Named Insured and Certificate Holder, executed prior to the occurrence of a loss, which requires such status. The endorsement's wording includes the Insured's Ongoing and Completed operations; Coverage is Primary/Non-Contributory.

The General Liability and Workers Compensation policies include a blanket automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the Certificate Holder that requires such status.

30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

Town of Brock
Attn: Town Clerk
2481 FM 1189
Brock, TX 76087

CANCELLATION

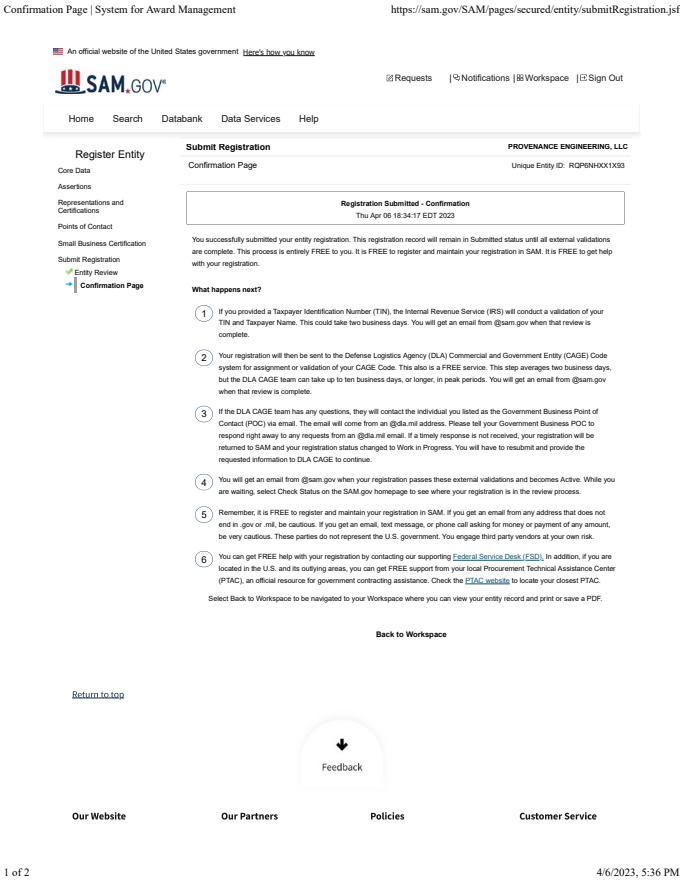
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

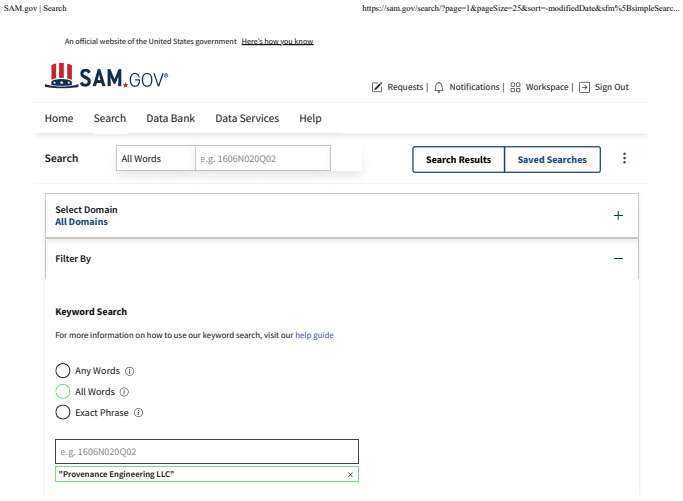
AUTHORIZED REPRESENTATIVE

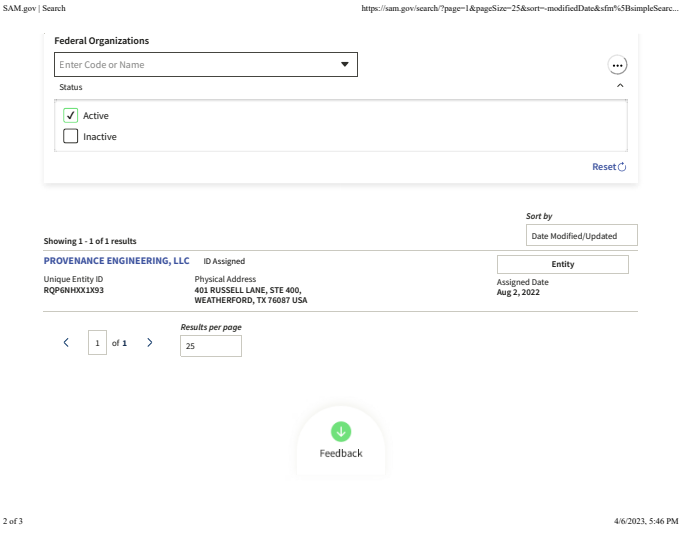
Daniel Coleman

VERIFICATION FROM THE SYSTEM OF AWARD MANAGEMENT

Provenance Engineering's registration and dated verification are included below.







CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Provenance Engineering LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

8/17/2023

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

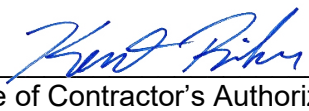
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Provenance Engineering, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kent Riker, Founder/Owner

Printed Name and Title of Contractor's Authorized Official

8/17/2023

Date

FORM 1295 STATEMENT

If selected, Provenance Engineering will complete the required Form 1295, as necessary upon signed contract submission.

PROVENANCE
ENGINEERING

Rooted to Be *Uniquely Different*

Contact:

Kent Riker, PE

817.694.6324

kriker@provenanceengineering.com

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.4

Title
Bachoo Shopping Center

Item Summary
Discussion of proposed Bachoo Shopping Center, located at 1421 FM 1189.

Attachments
1. Site Plan

EX AIR FIELD

prop. AIR FIELD

prop. SEPTIC TANK

prop. bldg

EX BLDG

EX SEPTIC TANK

BUILDING SCHEDULE OF BACHOO RETAIL CENTER						
NO	NAME	DESCRIPTION	DETAILS	AMOUNT	REQUIRED	PROVIDED
1	LOT	ZONING TYPE	?			
		AREA	ACRES	2.494		
2	BUILDING	STORY		1		
		additional bldg	SQFT.	7023		
		existing bldg	SQFT.	8276		
		TOTAL	SQFT.	15229		
3	STORY				1	1
4	PARKING SPACES	RETAIL	1/250	14229	57	
		RESTAURANT	1/100	1000	10	
		TOTAL	SQFT.	15229	67 (3)	80 (6)
5	SPRINKLER					UNCOVERED
6	CONSTRUCTION TYPE	TYPE II-B				

SITE DATA

LOT 2, THE BROCK PLACE, PARKER CO., TX		
SITE AREA	109,066 SF(2.504 AC.)	
EXISTING ZONING	LOCAL RETAIL	
EXISTING USE	RETAIL	
PROPOSED USE	RETAIL, RESTAURANT W/ DR THRU GAS FILLING STATION & CONVENIENT STORE	
	3 FUELING STATIONS W/ 6 PUMPS	
EX BLDG.	8,276 SF	
PROP. BLDG.	7023 SF	
TOTAL=	15,299 SF	
OTHER IMPERV. AREA=75068 SF		
TOTAL IMPERV. AREA=92466 SF(84.78%)		
LANDSCAPE AREA=16,600 SF (15.22%)		
BUILDING COVERAGE		15.95%
BUILDING HEIGHT ALLOWED		30'
BUILDING HEIGHT PROPOSED		30'
BUILDING SETBACKS	FRONT	25'
	REAR	5'
	SIDES	5'
LANDSCAPE SETBACKS	FRONT	15'
	REAR	0'
	SIDES	0'

SITE NOTES:

1. ALL DIMENSIONS ARE MEASURED FROM THE FACE OF CURB. SIDEWALK DIMENSIONS ARE MEASURED FROM EDGE TO EDGE OF SIDEWALK. ALL SIDEWALKS ARE 5 FEET IN WIDTH UNLESS SHOWN OTHERWISE.
2. ALL PARKING LOT SIZES ARE TYPICALLY 18'X9' UNLESS OTHERWISE SHOWN.
3. REFER ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
4. ALL HANDICAP RAMPS AND PARKING SPACES SHALL MEET STATE AND ADA STANDARDS, EACH HANDICAP PARKING SPACE SHALL HAVE REQUIRED IDENTIFICATION SIGNAGE.
5. CONNECT BUILDING UTILITY PIPES TO THE CITY WATER AND WASTEWATER FOR SERVICES.
6. GENERAL CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO BEGIN ANY CONSTRUCTION.
7. ALL PARKING LAYOUT LINES BE 4" PAINTED WHITE STRIPES.
8. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THE CONTRACT WHERE NOT SPECIFICALLY COVERED IN THE PROJECT SPECIFICATIONS SHALL CONFORM TO ALL APPLICABLE CITY ORDINANCES & CODES, LOCAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION) TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (LATEST EDITION).
9. CONTRACTOR MUST BE RESPONSIBLE TO CONSTRUCT THE PROPOSED IMPROVEMENTS AT PROPER LOCATIONS AS SHOWN IN THIS PLAN SET. IN CASE OF ANY CONFLICT ARISES THE CONTRACTOR MUST NOTIFY ENGINEER IMMEDIATELY.
10. Fences, berms, walls, shrubs, trees, signs, structures etc. are limited to a maximum height of 30 inches above the adjacent curb within designated traffic visibility areas.
11. Dumpsters must be a minimum of 12 ft. wide by 10 ft. deep inside dimensions and have a clear 12 ft. wide gate opening.
12. All rooftop mechanical equipment shall be completely screened by the roof or a parapet wall that is at least one foot taller than the equipment.
13. Anywhere the building is closer than 12' to the existing water main, structural and soil calculations must be submitted by a licensed professional engineer in the state of Texas with your Building Permit and the structural and soil calculations shall verify the integrity of the proposed structure under the condition of a water main failure adjacent to the structure.

TOWN OF BROCK
PARKER COUNTY
TEXAS

OVERALL MAP
NOT TO SCALE
MAP GRID: D-18

CONSULTANT:
Civil Urban Associates, Inc.
CUA • Civil Engineering • Structural Engineering • Planning • Construction Management • Land Development • Surveying
Firm Reg. No. 13795
9401 LBJ Fwy #305, Dallas, TX 75243
Phone: 469-226-5965
E-mail: mmi.engineers@cuainc.com

OWNER: BEYOND BROCK INC.
213 PARK VILLA LN
ALEDO, TX 76008
CONTACT: MOHAMMED BACHOO
PH-817-845-8987
EMAIL: mdbarmeda@dallas2020@gmail.com

PROJECT: BACHOO SHOPPING CENTGER
SITE ADDRESS: 1421 FM 1189
TOWN OF BROCK, PARKER CO., TX 76087

REVISION-S: DATE:

STAT: PRELIMINARY

STATE OF TEXAS
MD MOZHARUL ISLAM
90182
LICENSED
PROFESSIONAL ENGINEER
8-21-23

OWNER: BEYOND BROCK INC.
213 PARK VILLA LN
ALEDO, TX 76008
CONTACT: MOHAMMED BACHOO
PH-817-845-8987
EMAIL: mdbarmeda@dallas2020@gmail.com

TITLE: SITE PLAN

DATE: 1-13-23
SCALE:
DRAWN:
CHECKED:

PROJECT # c1052023

SHEET NO: C3

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.5

Title

Discuss Updated Interlocal Agreement (ILA) with Parker County for Road Repair, Maintenance and Construction

Item Summary

This item is to consider approval of an updated ILA with Parker Co. for various road repair, maintenance and construction services. Town records indicate that the Town and County entered into a previous ILA in 2018 but a fully executed copy of this agreement has not been located at this time. Nevertheless, the Town has engaged Parker Co. in multiple road projects since 2018 and desires to continue to utilize Parker Co. for these projects in the future.

An updated ILA (draft) is being presented with this item for the Commission's approval. If approved, the Town Clerk and Town Attorney will provide a copy to Parker Co. and work with the County Attorney's office to prepare a final updated ILA for execute by the Mayor and County Judge.

Attachments

1. Proposed ILA with Parker County

INTERLOCAL COOPERATION AGREEMENT FOR
ROAD REPAIR, MAINTENANCE AND CONSTRUCTION

This Interlocal Cooperation Agreement ("Agreement") is entered into as of the Effective Date by and between the Town of Brock ("the Town"), a Texas general law municipality and Parker County ("the County"), the County in which the Town lies, by and through their authorized representatives. The Town and the County are at times each referred to herein as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, during the performance of the governmental functions described herein, and the payment for the performance of those governmental functions, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, this agreement does not limit the Town's authority to repair or maintain any part of its streets or roads without use of County assistance; and

WHEREAS, the division of costs fairly compensates both parties to this Agreement; and

WHEREAS, the parties find it is mutually advantageous to enter into this Agreement, as it will benefit the public; and

WHEREAS, the Town and County have each authorized their representative to sign this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and the County hereby agree as follows:

Article I
County Responsibility

1.1 The County agrees to perform road repair, maintenance and construction as may be reasonably requested by the Town from time to time. The roads and streets to be repaired, maintained, or constructed and work to be performed, shall be specifically described by an **Addendum** to this contract, which shall be signed and dated by the Town Mayor, or their designee, upon approval of the Town Commission and signed and dated by the County Judge upon approval of the Commissioner's Court. A copy of said **Addendum** shall be filed with the Town Secretary and Commissioner's Court.

1.2 The County agrees to perform minor repairs without an addendum as long as cumulative actual costs for repairs, equipment, material and labor do not exceed $1,000.00 for the total project. County will schedule and complete the work in a reasonable time upon receipt of the request.

1.3 The County agrees to use County equipment and labor to repair and maintain the aforementioned streets or public roads.

1.4 The County may provide materials for repair and maintenance of said roads, if not, then the Town may obtain, haul and transport any materials needed for repair and maintenance.

1.5 The County agrees to keep an accurate record of the equipment and labor, used in repair or maintenance of said roads and present same to Town with monthly bills for the cost of use of equipment and labor. Copies of invoices or bills for materials and cost of transportation of same shall be presented monthly for reimbursement to the Town Secretary, except as set forth in Article III.

Article II
Town Responsibility

2.1 The Town will furnish or reimburse County for all reasonable costs associated with the following:

(a) all materials for the project and pay trucking charges;
(b) a site for dumping waste materials generated during this project;
(c) all rights of way, plan specifications, and engineering drawings;
(d) necessary traffic controls, including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project; and
(e) temporary driving lane markings.

2.2 The Town agrees to pay actual cost of equipment and man-hours calculated using the current year FEMA rate schedule.

2.3 The Town agrees to pay the cost of materials which will be calculated based on the purchase price.

Article III
General Procedures

3.1 The County retains the right to inspect and reject all materials provided for this project if provided by the Town.

3.2 If the Town has a complaint regarding the construction of the project, the Town must notify the County in writing within 30 days of project completion.

3.3 Upon expiration of 30 days after project completion, the Town becomes responsible for maintenance of the project.

3.4 Upon completion of work performed by the County, the Department Head responsible for such work shall prepare and deliver an invoice to the County Treasurer who will be responsible for sending the Town a bill.

3.5 The County and the Department Head responsible for supervising work under this contract shall complete and file such work orders on such form as prescribed

by the Town Secretary. In the event that repair and maintenance is not done with such regularity as to make monthly billing of the Town practicable, then billing shall be done at the conclusion of each job.

3.6 The Town shall pay costs of labor, use of equipment and materials and transportation within 45 days of receipt of said bills.

3.7 The County Treasurer, or if none the County Auditor, shall be the agent for the County for receipt of said payments.

Article IV
Optional Services

4.1 If requested by the Town, the County may apply permanent striping.

4.2 If necessary, the County may furnish flag persons.

4.3 If required, the Town will pay for engineering services, storm water run-off plans, and a continuation of services and plan.

4.4 If a Storm Water Prevention Plan is provided by the Town, the County will be responsible for the implementation and maintenance of the Plan during the duration of the project.

Article V
Time Period for Completion

The Town will give the County notice to proceed at the appropriate time. However, the County is under no duty to commence construction at any particular time. It is also understood that the County must give priority to its own network of public roads and that this contract does not require the County to divert its resources to maintenance of Town streets or roads when such diversion would cause neglect of County Road maintenance.

Article VI
Severability

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement.

Article VII
Liability/Immunity

The parties do not enter into this agreement to protect any specific third party. The intent of this agreement excludes the idea of a suit by a third-party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law, and no immunity is waived.

Article VIII
Joint Venture & Agency

The relationship between the parties to this agreement does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

Article IX
Effective Date; Termination

This agreement becomes effective when signed by the last party whose signature makes the agreement fully executed (the "Effective Date"). This agreement will automatically renew for additional one (1) year periods, provided that this agreement may be terminated at any time by either party upon ten (10) days' written notice to the other party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

COUNTY OF PARKER

_____
MARK RILEY
COUNTY JUDGE

Date: _____

APPROVED AS TO FORM*

_____
COUNTY ATTORNEY

TOWN OF BROCK

_____
JAY HAMILTON
MAYOR

Date: _____

APPROVED AS TO FORM

_____
TOWN ATTORNEY

By law, the County Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.6

Title

Discuss Request for Qualifications (RFQ) to solicit proposals for financial audit services

Item Summary

This item is to consider approval of a Request for Qualifications (RFQ) for audit services for the Town's budget. The purpose of the RFQ would be to solicit proposals from audit firms to perform the following services for the Town:

1. Review/audit the current Fiscal Year 2022-2023 budget
2. Review/audit the prior Fiscal Year 2021-2022 budget (optional)
3. Advise/assist Town with proper bookkeeping and budget procedures for future budget years

In addition to ensuring the Town's financial records are in proper order, having regular annual audits of the Town's finances is a prerequisite to the Town receiving outside funding for future projects and public facilities, whether such funding comes from public bonds, grants or other outside sources.

Attachments

1. Draft RFQ for Audit Services

REQUEST FOR QUALIFICATIONS ("RFQ")
TOWN OF BROCK, TEXAS
for
"FINANCIAL AUDIT SERVICES"

The Town of Brock is seeking Statements of Qualifications from qualified public accounting persons or firms to provide professional financial audit services for the Town for the fiscal years ending September 30, 2022 and September 30, 2023, with an option to extend the term of the services for additional one year periods.

The Town is seeking Statements from public accountants (hereinafter referred to as "Applicants") which have the required capacity and experience in audit services as outlined in the SCOPE OF SERVICES section of this RFQ. The Applicant awarded the contract is referred to herein as "the Consultant."

SUBMISSION REQUIREMENTS

Sealed Statements of Qualifications ("Statements") may be submitted as one (1) original hard-copy with three (3) additional copies, **or** one (1) electronic copy (in PDF format), which shall be delivered to:

Town of Brock, Texas
Attn: Alyssa Vanesler, Town Clerk
2451 FM 1189, Ste. B
Brock, Texas 76087

Please clearly mark the outside of your sealed envelope as "Statement of Qualifications for Financial Audit Services." This RFQ includes the general contract terms and a detailed scope-of-work. All Statements must include a response to each item in this RFQ in the order given.

SUBMITTAL DEADLINE

All Statements must be received on or before **October 12, 2023 at 2:00 p.m. CST.** Statements will be opened by Town Staff at that time. Proposals will become public, as required by the Public Information Act, after the contract is awarded.

If additional information is requested, please email questions to Alyssa Vanesler, Town Clerk – townclerk@brocktx.net. This RFQ may be viewed online at the Town of Brock website at http://www.brocktx.net.

Please clearly mark the outside of your sealed envelope as "Statement of Qualifications for Financial Audit Services." Statements received after the submission deadline shall be returned unopened and will be considered void and unacceptable. Brock is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any submittal in the Town Hall shall be the official time of receipt.

The Statements filed with the Town shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with the Town.

SCHEDULE OF EVENTS

The following Schedule of Events represents the estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	**DATE (TIME)**
Release Requests for Qualifications	9/19/2023
Last Day for Applicants to Submit Written Questions	9/26/2023 5 P.M.
Answers provided*	10/2/2023
Proposal Due Date	10/12/2023 2 P.M.
Contract Award Date	Week of 10/16/2023 (if awarded)

The Town reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the Town will communicate adjustments to any event in the Schedule of Events in the form of an amendment. **Amendments (answers/addenda) to this solicitation will be sent by email to interested parties who have contacted the Town Administrator and requested a copy of this RFQ.**

Contract Period:

The term of this contract shall begin on or after November 1, 2023 and shall continue for a period of one (1) year, with the Town's option to extend the contract for additional one-year (1) periods.

REQUEST FOR QUALIFICATIONS-FINANCIAL AUDIT SERVICES

The Town of Brock ("Town") intends to enter into **one** (1) contract with qualified and experienced public accounting firms/individuals whose principal officers are independent certified public accountants, herein "Applicant", to audit its financial statement for the fiscal years ending September 30, 2022 and September 30, 2023, and, if renewed, for the subsequent fiscal year(s).

These audits shall be performed in accordance with the following requirements:

- Generally accepted auditing standards;
- Standards set forth for financial audits in the most recent General Accounting Office's (GAO) Government Auditing Standards;
- Provisions of the Federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996;
- Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments; and
- Standards set forth in the Government Finance Officers Association's (GFOA) Governmental Accounting, Auditing and Financial Reporting, Using the Governmental Accounting Standards Board, GASB 34 Model and standards for the GFOA's Certificate for Achievement for Excellence in Financial Reporting program.

Applicants shall rely exclusively upon their own investigation and other data which are necessary for full and complete information upon which the submitted Statement of Qualifications may be based. Any Applicant, by its submittal, represents and warrants: that it has prepared its Statement of Qualifications in accordance with the RFQ, with full knowledge and understanding of the terms and provisions thereof; that the Applicant has reviewed, studied, and examined the proposal prior to the signing and submission of same; and that he was cognizant of the terms of his submittal, verified his calculations and found them to be correct, and agrees to be bound thereby.

Scope and Tasks of Services

1. SCOPE OF WORK: Applicant shall provide the following auditing services to be conducted in accordance with auditing standards generally accepted in the United States of America:

   Express an opinion on the fair presentation of the Town's basic financial statements in conformity with generally accepted accounting principles.

   Review the current budget and make recommendations on best practices for setting up future budgets. Work with the Town Clerk to to establish a process to administer the budget on a go-forward basis.

2. REQUIRED ITEMS, SCHEDULES AND IMPACT TO CITY STAFF:

The Town's staff will be available during the audit to assist the successful Applicant by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the Town and the Applicant.

The specific services to be provided will be determined through a negotiation and mutual agreement between the Town and the Consultant. The Town expressly reserves the right to perform any part of the project itself or to use outside services as necessary.

3. Reporting to Town Clerk. Although the following is not required to be in written format, auditors shall assure themselves that the Town Clerk is informed of each of the following:

- The auditor's responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

Final Deliverables

The Town will expect deliverables as follows:

A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

A report on compliance with applicable laws and regulations.

A report detailing recommended process improvements.

Attend a regular Town Commission meeting in Brock, (normally scheduled for 6:30 p.m. on the third Monday of the month) and make a presentation to the Town Commission regarding the findings of the audit.

Additional deliverables may be required, depending upon the nature of the work and progress of the Project. All deliverables should be designed in accordance with Federal, State, and Local requirements.

The successful Applicant shall promptly prepare the substantially complete draft financial statements, notes and all necessary supplementary schedules or information, preferably before March 1, 2024 for the initial review of FY21-22 and FY22-23, and by January 31st of any subsequent year.

Selection Criteria

The Applicant must demonstrate that a professional accountant registered in the State of Texas will sign and seal the work to be performed under this contract and demonstrate that the prime provider will perform a minimum of 50% (fifty percent) of the actual contract work. The Town will verify all Applicants' eligibility under state and local law and ensure no Applicant is considered that has been suspended or debarred from engaging in projects. The Town may also choose, at its option, to meet and interview Applicants to aid in its selection.

The Town will select the "best qualified" public accounting individual/firm to provide the type of services needed by the Town. The firm selected must have previous experience in performing audits. The evaluation criteria will include assessment of the following factors:

- Years of experience of the persons whose resumes have been submitted.
- Qualifications of personnel who will work on the audit (not otherwise included in the resume).
- Knowledge of the reporting requirements as well as the basic concepts and conventions underlying local government accounting and financial reporting principles, or a statement as to how such knowledge will be obtained prior to beginning work on the audit.
- The overall satisfaction of other clients with the firm's services.

The selection will be based on the evaluation of the Statement of Qualifications submitted. The Town will follow state law including Chapters 171 and 176 of the Texas Local Government Code.

Each Qualification will be evaluated using the following criteria:

- Experience: municipal auditing services (30%)
- Work Performance: past performance based on reference (40%)
- Capacity to Perform (30%)

Total: 100%

Qualification Requirements

All Statement of Qualifications shall contain the following:

1. Your Statement of Qualifications, no longer than ten (10) pages, that includes experience, name and resumes of all persons who will or may be assigned to provide auditing assistance to the Town.

2. Proof that the person(s) who will or may be assigned are licensed and qualified certified professional accountant(s) in the State of Texas.

3. Those forms attached to this proposal in Section F on which you are required to furnish other information, or which call for a signature.

   Applicants must supply with their submittal, the name of at least three (3) and no more than five (5) local government clients, similar in size as the Town or with a scope similar to the Town's work, for whom the firm has performed similar auditing services. Include name of the municipality, address, telephone number, and name of representative with whom the Town may speak.

4. The Applicant shall submit an hourly rate schedule for the principals and any audit staff who will or may be assigned to provide audit services to the Town and any overhead rate or fees that would be charged for outside services.

5. Any other information requested.

6. Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict-of-interest questionnaire if the vendor has a business relationship with the Town and has:

   a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than $2,500 (Twenty-Five-Hundred Dollars and Zero Cents) in the preceding twelve (12) months; or

   b) has given an officer or an officer's family member one or more gifts totaling more than $250 (Two-Hundred-Fifty Dollars and Zero Cents) in the preceding twelve (12) months.

A vendor/bidder is required to file a questionnaire not later than the seventh (7th) business day after the later of the following:

- the date the vendor begins discussions or negotiations to enter into a contract with the Town or submits an application or response to a proposal; or
- the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the Town Clerk's office annually, before September 1st, and or not later than the seventh (7th) business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each bidder/vendor.

Note—only Form CIQ, adopted 11/30/2015 or as may be further amended, may be used.

Basis of Payment

The basis of payment for fiscal year audit services will be Lump Sum. Applicants should specify how additional services requested by the Town would be billed, including a fee schedule (as applicable).

General Requirements:

A. Independent Consultant

The selected Consultant shall not be an employee or officer of the Town. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the Town, its departments, or agencies.

B. General Liability Insurance/Professional Liability – See attached "Town of Brock Contractor Insurance Requirements."

Statement of Qualifications Submission Deadline:

A. Statements of Qualifications must be addressed to Alyssa Vanesler, Town Clerk and received at the Town offices at 2451 FM 1189, Ste. B., Brock TX 760870, at or before: **October 12, 2023 at 2:00 p.m. CST**

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 2:00 PM WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS.

B. Statements of qualifications must be submitted in a sealed envelope clearly bearing the name of the Applicant and address and bearing the words: "STATEMENT OF QUALIFICATIONS FOR AUDIT SERVICES.".

C. One (1) Original and three (3) copies **or** one (1) electronic copy (in PDF format) on flash drive, of the Statement of Qualifications are required.

D. Applicants are encouraged to verify that the Town of Brock agency contact, the Town Clerk, has received Qualifications. Any Qualifications received after the deadline will not be accepted.

Award:

The Town reserves the right to reject any or all Applicants.

After evaluations are complete, the Town will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The Town will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.

In the event the Town is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into negotiations with the following choice, and so on until the Town enters into a Contract with a qualified firm.

Written Agreement:

The chosen Consultant will be required to negotiate a written agreement with the Town.

Omissions:

Should this solicitation fail to contain sufficient information in order for interested Applicants to obtain a clear understanding of the services required by the Town, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested Applicant may in writing request clarification from the Town Clerk no later than five (5) days prior to the required time and date for statement of qualification submission. The interested Applicant shall email a copy of the written clarification request to the Town Clerk, Alyssa Vanesler, at townclerk@brocktx.net. Written requests from interested Applicants and written responses by the Town will be provided to all Applicants.

Additional Information:

Contact with persons other than the Town Clerk as provided above, may result in the disqualification of the Applicant's submittal. In fairness to all Applicants, the Town will not communicate with anyone representing a potential provider of services during the RFQ process, except one (1) as contemplated under Omissions hereinabove, two (2) meetings and communications required to conduct business not related to the RFQ, and three (3) possible

personal presentations by Applicants after written submittals have been received and evaluated, if deemed necessary by Town.

In addition, the Town reserves the right to contact any Applicant for purposes of obtaining clarification of a submission, as deemed necessary after responses have been opened and also as contemplated above.

Cost of Developing Statements of Qualifications:

All costs related to the preparation of the statement of qualifications and any related activities are the sole responsibility of the Applicants. The Town assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

Document Ownerships

All submittals, including attachments and supplementary materials shall become, upon submission, property of the Town of Brock and will not be returned to the submitting Applicant.

Attachments:

- Attachment "A": Town of Brock Contractor Insurance Requirements
- Attachment "B": Response Form

ATTACHMENT "A"

TOWN OF BROCK INSURANCE REQUIREMENTS

Consultant providing goods, materials, and services for the Town of Brock shall, during the term of the contract with the Town of Brock or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town of Brock as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the Town of Brock for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the Town of Brock for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Consultant's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the Town. If the contract is renewed or extended by the Town of Brock, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the Town of Brock prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of $500,000 (Five-Hundred-Thousand Dollars and Zero Cents) per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of $500,000 (Five-Hundred-Thousand-Dollars and Zero Cents) combined single limit.
- Professional Services Professional Liability Insurance with a minimum of $1 Million Dollars and Zero Cents ($1,000,000.00) per occurrence and $1 Million Dollars and Zero Cents ($1,000,000.00) aggregate.

ATTACHMENT "B"

RESPONSE FORM

RESPONDER:

Date:
Company:
Signature:

Printed Name:

Title:
Address:

Federal EIN #/SSN #

Authorized Signature _____Date _____ Signature indicates bidder accepts the specifications, terms, and conditions of this solicitation and that bidder is not delinquent on any payment due the Town nor involved in any lawsuit against the Town.

Print
Name_____ Title _____

REFERENCES:
Each Responder is to provide a minimum of three (3) verifiable business references for which the Responder has performed work. Up to two (2) additional references may be attached to this Statement of Qualifications.

Company Name:

Address:
Contact Person:

Telephone:
Brief description of project:

Company Name:

Address:
Contact Person:

Telephone:
Brief description of project:

Company Name:

Address:
Contact Person:

Telephone:

Brief description of project:

Please provide the following information for contract development. Is your firm:

Sole Proprietorship	YES	NO
Partnership	YES	NO
Corporation	YES	NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner(s) full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.7

Title

Discuss adoption of an ordinance establishing a permitting requirement for mobile food vendors

Item Summary

This is a discussion item for the Town Commission's to discuss the potential adoption of a local permitting ordinance for food trucks (mobile food vendors).

The operation of food trucks is currently permitted by the Town's Zoning Ordinance in the following districts:

Local Retail
General Retail
Planned Development

They are also allowed by Conditional Use Permit only in the other districts.

The purpose of this item is to receive direction of the Town Commission on whether it would like to adopt an ordinance and, if so, what specific regulations are desired.

The Town Attorney proceed with a final ordinance based upon the direction of the Town Commission.

Attachments

1. SAMPLE Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, PROVIDING A DEFINITION OF A FOOD TRUCK; ADOPTING REGULATIONS RELATED TO THE OPERATION OF A FOOD TRUCKS; ADOPTING A PERMIT REQUIREMENT; PROVIDING A SEVERABILITY CLAUSE; PRODIVING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Brock, Texas (hereinafter, "Town") is a general law municipality organized and existing by virtue of the laws of the State of Texas and located within Parker County, Texas; and

WHEREAS, the Comprehensive Zoning Ordinance provides for the use of Food Trucks in the Town in certain Land Use Districts; and

WHEREAS, the Town finds it advisable to regulate the operations of mobile food trucks within the Town; and

WHEREAS, the Town finds it advisable to require a permit to operate a food truck within the Town; and

WHEREAS, such regulation is necessary for the health, sanitation, safety and welfare of the residents of the Town.

NOW, THEREFORE, the Town of Brock, Texas, acting by and through its duly elected Commission, does ordain as follows:

SECTION 1. Recitals. The Recitals above are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. Definitions.

Food Truck is defined as a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable, and constructed of corrosion resistant material; structure placed on a trailer shall be permanently affixed.

SECTION 3. Permits and Exemptions.

A person may not operate a food truck in the Town without a permit issued by the Town. Permits are not transferrable from one person to another. A valid permit must be posted in or on every food truck operating in the Town.

SECTION 4. Application for Permit and Fees.

A. Any person desiring to operate a food truck must make a written application for a permit on forms provided by the Town.

B. The application must contain the name and address of each applicant, the proposed location and type of the proposed food truck and the applicable fee.

C. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit.

D. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

E. A food truck that does not agree to comply with state laws and rules, including the Texas Food Establishment Rules (TFER) regarding mobile food units, will be denied a permit or the renewal of a permit, including the remittance of all applicable local sales tax.

SECTION 5. Regulations.

A. A food truck may only operate on private property with the written approval of the property owner.

B. A food truck may only operate on Town property with the written approval of the Mayor.

C. A food truck may only operate in the land use districts in which food truck operations are allowed in the Comprehensive Zoning Ordinance. The districts currently allowing for food truck operations are Local Retail (LR), General Retail (GR), and Planned Development (PD). For all other districts, a Conditional Use Permit application must be considered and approved by the Town Commission.

D. If a Conditional Use Permit is granted, it shall be effective for one (1) year.

E. A food truck that does not maintain compliance with state laws and rules, including the Texas Food Establishment Rules (TFER) regarding mobile food units, will be denied a permit or the renewal of a permit, including the remittance of all applicable local sales tax.

SECTION 5. Suspension of Permit.

A. The Town may, without warning, notice, or hearing suspend any permit to operate a food truck if the operation of the food truck constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by Paragraph (5) (B) of this ordinance. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.

B. Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The Town may end the suspension at any time if reasons for suspension no longer exist.

SECTION 6. Revocation of Permit.

A. The Town may, after providing opportunity for a hearing, revoke a permit for serious or

repeated violations of any of the requirements of these rules or for interference with the Town in the performance of its duties. Prior to revocation, the Town shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the Town by the holder of the permit within such ten day period.

B. If no request for hearing is filed within the ten day period, the revocation of the permit becomes final.

SECTION 7. Severability.

Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Comprehensive Zoning Ordinance of the Town of Brock, as amended hereby, be adjudged or held, in whole or in part, to be invalid, voided, or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 8. Savings and Repealer Clause.

All ordinances of the Town in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the Town not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 9. Penalty Clause.

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed $2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

SECTION 10. Effective Date.

This ordinance shall become effective from and after its passage and approval and after publication as may be required by law.

PASSED AND APPROVED by the Town Commission of the Town of Brock, Texas, on this the ____ day of ***AUGUST 2023*****.**

TOWN OF BROCK, TEXAS

Jay Hamilton, Mayor

ATTEST:

Alyssa Vanesler, Town Secretary

APPROVED AS TO FORM:

Whitt Wyatt, Town Attorney

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.8

Title
Fire Inspection

Item Summary
Discuss when a fire certification of occupancy inspection should be ordered in addition to a building certification of occupancy inspection through Bureau Veritas.

Attachments
1. Certificate of Occupancy Inspection
2. Fire Safety Inspection Report

Certificate of Occupancy Inspection Information

NOTE: A **BUILDING PERMIT** is required for any **alteration or construction work.**

To receive an inspection for "Certificate of Occupancy", it is important that the following instructions are followed:

1. Complete Certificate of Occupancy application.
2. Return application to the city and pay fee.
3. Request a Certificate of Occupancy inspection from Bureau Veritas.
   Phone: (817) 335-8111/ toll free (877) 837-8775
   Email: inspectionstx@us.bureauveritas.com
4. Post your approved permit application (Tape to door or window).
5. Have space or building open from the hours of 8:00 a.m. – 5:00 p.m.

The Certificate of Occupancy inspection is an inspection for life safety items and general maintenance. Some common items noted during inspection are listed below. This list is not intended to be an all-inclusive list.

1. Doors to the exterior should not have double key locks, slide bolts, or other locking devices other than a thumb turn lock or bolt.
2. When required, illuminated exit signs must be in good working order.
3. Address and suite # must be posted on the building in 6" minimum numbers on a contrasting background clearly visible from the street.
4. Every space must have 24-hour access to the electric panel, which serves that space.
5. Missing circuit breakers or knockouts in electric panels and junction boxes must be filled.
6. Broken or damaged electrical fixtures and cover plates must be repaired or replaced.
7. Added electrical fixtures and outlets must comply with the National Electric Code.
8. Hose bibs should have vacuum breakers.
9. Plumbing fixtures must be in good working order.
10. Any unused plumbing must be capped.
11. Gas appliances and heaters must be properly vented and installed.

Fire Safety Inspection Report

BUREAU VERITAS

Address: _____

Jurisdiction: _____

Name of Business: _____

Action Taken	
Passed	☐
Re-Inspection Required (Refer Io page 2 for corrective items)	☐
Closure	☐

DATE	PERMIT #	OCCUPANCY TYPE	TYPE OF INSPECTION
			C0/Const. Annual/Routine Re-Inspection – 1st 2nd Complaint

S	V	N/A	
			GENERAL • Exterior Fire Safety Inspection
			1. Fire lane required, properly painted and in a legal configuration.
			2. Adequate and maintained access for emergency personnel. No overhang obstructions, parked vehicles, dumpsters.
			3. No rubbish, trash, weeds, brush, and general vegetation next to structure that may add to fire load.
			4. Fire hydrants painted appropriately / in good working order. Last date hydrant system was flushed.
			5. Building address visible from the street and/or fire lane. Address on the front and rear of building.
			6. Knox Box required and/or present and properly located.
			7. Hazardous Materials onsite. Combustible and/or Flammable liquids stored properly.
			8. Generators - Verification of starting and testing procedures for generators, fire protection and physical protection.
			9. Proper shut offs for gas and electrical systems.
S	V	N/A	EXITS AND EGRES6 - Interior/Exterior Fire Safety Inspection
			10. All exits doors and exit passageways are unobstructed. Adequate number of egress doors provided.
			11. All exit doors work properly. Required exit hardware installed, door opens towards path of egress.
			12. Exit signage properly installed and illuminated as required (battery backup functioning properly).
			13. Proper and safe flow away from property. Area of refuge meets requirements.
			14. Maximum occupancy loads are posted.
			15. Emergency lighting operable.
S	V	N/A	FIRE PROTECTION SYSTEMS - Interior Fire Safety Inspection
			16. Adequate # of fire extinguishers and are properly located. Proper types and sized of fire extinguishers for hazards.
			17. Proper testing and tagging of fire extinguishers (annual basis). Date Serviced: MFG date:
			18. Type K extinguisher resent and in proper working order.
			19. Cooking equipment is under hood. Flow nozzles under or in area of hood.
			20. Kitchen hood and duct system free of grease waste. No presence of grease laden vapors / materials.
S	V	N/A	21. Ansul system connected to fire alarm, Date Serviced:
			FIRE SPRINKLER /FIRE ALARM SYSTEMS -Interior Fire Safety Inspection
			22. Alarm systems tested annually. Date Serviced: . All areas protected as required in structure.
			23. Alarm panel in visible location and unobstructed.
			24. Sprinkler systems tested annually. Date Serviced: . All areas protected as required in structure.
			25. No storage within 18" of sprinkler heads. Adequate clearance around Sprinkler risers and FDC access points.
			26. All valves open where required. No damage present to components.
			27. Proper requirement for elevators and re-call system (if required).
			28. Adequate access to riser rooms for FD personnel. Spare heads and wrench in riser rooms.
s	V	N/A	GENERAL - Interior Fire Safety Inspection
			29. No storage in electrical, mechanical or riser room.
			30. Doors closed and properly covered in all electrical room.
			31. Proper venting on all gas / combustible systems.
			32. Proper installations and labeling on all electrical / mechanical systems.
			33. No extension cords used for permanent wiring.
			34. Approved safety / storage containers being used.
			35. Staff properly trained on fire systems and evacuation plans.

S = SATISFACTORY V = VIOLATION N/A = NOT APPLICABLE

BV Inspector:	Inspector Phone #:
Company Representative (Print and Sign):	Contact Phone #:

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.10

Title
Meeting Minutes from the August 21, 2023 Commission Meeting

Item Summary
Review of the meeting minutes from the August 21, 2023 Commission Meeting

Attachments
1. August 21, 2023 Meeting Minutes

NOTICE OF MEETING
THE CITY COMMISSION OF BROCK, TEXAS

MAYOR JAY HAMILTON
COMMISSIONER BEN DAVIS
COMMISSIONER DEBBIE SCRIMSHIRE

ATTORNEY WHITT L. WYATT
TOWN CLERK ALYSSA VANESLER

MEETING DATE AND TIME:
Monday, August 21, 2023, 6:30 PM

MEETING LOCATION:
Brock Community Center
2115 FM 1189 Brock TX 76087

REGULAR AGENDA
Begins at 6:30pm

Unless specifically noted otherwise, action may be taken on any item listed below

1. **CALL TO ORDER AND ANNOUNCE QUORUM**
   Mayor Hamilton called the regular meeting to order at 6:30 P.M. and announced that a quorum of Commissioners was present. Commissioners present at meeting: Ben Davis and Debbie Scrimshire. Also present was Town Clerk Alyssa Vanesler. Attorney Whitt Wyatt attended the meeting via phone.

2. **INVOCATION AND PLEDGE**
   Mayor Hamilton led the Commission and attendees in the invocation. Mayor Hamilton led the Commission and meeting attendees in the pledge.

3. **REGULAR AGENDA: Discussion and Possible action on the following**

   3.1 Parker County Transportation Bond 2023 Community Presentation

   3.2 Discuss FY 2023-2024 Proposed Budget
   Mayor Hamilton made a motion for a public hearing on September 18, 2023 to vote on a final budget. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

   3.3 Semler Petition Status
   Commissioner Ben Davis made a motion that the Town Commission does not call a local election in connection with the petition for local option election filed on behalf of Semler Companies, LLC. In conformance with Section 501.033 of the Election Code:
   - **A Petition for Local Option Election was submitted by representatives of Semler Companies, LLC to the Town Clerk of the Town of Brock on Thursday, July 20, 2023.**
   - **The names of the signors contained in the petition filed July 20, 2023 are hereby noted for the record and will remain on file with the Town Clerk's Office.**

   Commission Debbie Scrimshire seconded. The motion passed 3-0.

3.4 A Resolution of the Town of Brock, Texas approving a final plat for a certain 6.493 acres tract of land out of the LEON COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 799, Parker County, Texas, being addressed as commonly known as 518 Young Bend Road; and providing an effective date.

Discussion among Commissioners about how the water is supplied on each lot within this tract of land. Lots 2 and 3 provided by water well. The Plat initially indicated water to be provided by the City of Brock, however Brock does not provide water, it should be through Parker County Special Utility District. Mayor Hamilton made a motion to conditionally approve this plat as long as Exhibit A Plat is changed to reflect that water is provided by Parker County Special Utility District. Commissioner Ben Davis seconded. The motion passed 3-0.

3.5 Review proposals received in response to RFQ-23-001 for Water/Wastewater Engineering Services and authorize contract with the selected firm

Town Clerk Alyssa Vanesler confirmed that one proposal was received from Provenance Engineering for the study/planning of wastewater. Kevin Kerr had a question regarding whether the wastewater plan will be made public and is it for the whole community or just the schools. Mayor Hamilton said a plan will be made public once it is established. Commissioner Ben Davis said we will have a full study to determine the locations of the projects. Mayor Hamilton said we will have an open hearing once plans are determined. Commissioner Ben Davis made a motion to hire Provenance Engineering for the services provided in the RFP. Commissioner Debbie Scrimshire seconded. The motion passed 3-0. At the next Commission meeting on September 18, 2023, a contract package will be reviewed.

3.6 Discuss adoption of an ordinance establishing a master fee schedule, including zoning and development fees, sign permit fees, alcohol permit fees and such other fees as established by the Town Commission

Attorney Whitt Wyatt discussed that the Town does not have a comprehensive fee schedule. He recommended adopting a master fee schedule for easier administration. The Commission agreed that at the next meeting on September 18, 2023, an Ordinance establishing a master fee schedule will be reviewed.

3.7 Discuss issuance of a Request for Qualifications (RFQ) to solicit proposals for financial audit services

Town Clerk Alyssa Vanesler verified that an RFQ is needed to solicit proposals from firms to perform an audit of the City's financials. Attorney Whitt Wyatt said he can provide a template for the RFQ posting to the City. Commissioner Debbie Scrimshire made a motion to review the RFQ at the next Commission meeting. Commissioner Ben Davis seconded. The motion passed 3-0.

3.8 Discuss adoption of an ordinance establishing a permitting requirement for mobile food vendors

Commissioner Ben Davis made a motion to table item 3.8 and discuss at the next Commission meeting. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

3.9 Approve purchase of a two-sided aluminum Town Hall Sign at a cost of $395, and $300 Annual fee to use Brock ISD logo.

Commissioner Ben Davis made a motion to approve item 3.9. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

3.10 Discuss and consider an ordinance cancelling the November 7, 2023 General Election and Declaring unopposed candidates for Two Councilmembers and Mayor Seat be Elected to Office.

(Please note the deadline to file for application for place on the November 7, 2023 Ballot for the Two Councilmembers and Mayor races is 5:00PM on August 21, 2023. No action will be taken on this agenda item if there are multiple candidates for any of the three offices.)

Commissioner Ben Davis made a motion to approve item 3.10. Commissioner Debbie Scrimshire seconded. The motion passed 3-0. Ordinance No. 2023-005 passed.

3.11 Approve Meeting Minutes from the July 17, 2023 and August 7, 2023 Commission Meetings.
Commissioner Ben Davis made a motion to approve item 3.11. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

3.12 Approval of Invoices for Payment:

(a) Brock-Dennis Community Center for 8/7/23 special meeting ($45)
(b) Legal Services – WHF Invoice # 156 ($9,847.50)
(c) Town Hall Lease – October, November and December 2023
(d) Parker County Precinct #3 – Stop Sign Repair ($207.70)
(e) Nextlink monthly phone service - ($42.07)
(f) The Weatherford Democrat advertising invoice - ($127.50)

Commissioner Ben Davis made a motion to approve item 3.12. Commissioner Debbie Scrimshire seconded. The motion passed 3-0.

3.13 TABLED FROM THE JUNE 26, 2023 TOWN COMMISSION MEETING: Public hearing to consider approval of AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REZONING APPROXIMATELY 11.51± ACRES OF LAND GENERALLY LOCATED AT 1700 FM 1189, FROM LOCAL RETAIL (LR), TO A NEW PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW A MIXED USE DEVELOPMENT COMPRISED OF OFFICE, RESTAURANT AND RETAIL, USES, AND ASSOCIATED PUBLIC AND PRIVATE OPEN SPACE AND COMMON AREAS; FURTHER PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN AND BUILDING ELEVATIONS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

4. REPORTS:

4.1 City Attorney Update re the Town's Comprehensive Plan, Zoning Ordinance and Development Codes.
Attorney Whitt Wyatt discussed the option of updating the Town's Comprehensive Plan, to include updating our Town Maps and reviewing ordinances via a consultant. Whitt will get an estimate of consultant services so that funds can be earmarked in the next budget.

4.2 Review Town checking account deposits/disbursements

5. **CITIZEN COMMENTS:** The public may address the Commission regarding any item. Persons desiring to address the Commission must register on the sign-in sheet prior to the start of the meeting. Comments are limited to three (3) minutes.

Limited reply by the Commission is allowed under The Texas Open Meetings Act as follows: (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice

provisions of this subchapter do not apply to: (1) A statement of specific factual information given in response; or (2) A recitation of existing policy in response; (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting

6. **EXECUTIVE SESSION:** The Commission reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed on the agenda, as authorized by Texas Government Code Section 551.071, CONSULTATION WITH ATTORNEY.

   Discuss and consider action following executive session.

7. **ADJOURN**

CERTIFICATION

I hereby certify that the above notice of meeting was posted on or before Friday, August 18, 2023, prior to 6:30 p.m. at the Brock Community Center, 2115 FM 1189 Brock Texas 76087 and at Brock Town Hall, 2451 FM 1189, Brock, Texas 76087.

Alyssa Vanesler
_____
Alyssa Vanesler
Town Clerk

ACCESSIBILITY STATEMENT

In compliance with the Americans with Disabilities Act, reasonable accommodations for persons attending meetings will be provided. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Alyssa Vanesler at townclerk@brocktx.net or via phone 817-396-5333.

TOWN OF BROCK
COMMISSION AGENDA BRIEFING
September 18, 2023

Agenda Item 3.11

Title
Approval of Invoices for Payment

Item Summary
Review of attached invoices for payment.

Attachments
1. Legal Services – WHF Invoice #180 ($12,362.50)
2. Parker County Precinct #3 - Sign Replacement ($312.86) & Sign Replacement Country Place Rd ($207.70)
3. Nextlink monthly phone service - ($42.07)
4. The Weatherford Democrat advertising invoice #00112857 ($63.75) and invoice #00113060 ($53.45)
5. Texas Municipal League ($396.50)
6. Provenance Engineering, LLC - ($14,800)
7. Blue Ridge Signs - ($395)

PARKER COUNTY PRECINCT #3

Larry Walden
1111 FM 1189
Weatherford, TX 76087
817-594-0371

August 28, 2023

Savannah Drive

Labor - $169.44
Equipment - $59.61
Material - $83.81

Total - $312.86

We replaced a stop sign and 2 street signs on Savannah Drive at the request of City of Brock

Please remit check to Parker County Precinct #3, 1111 FM 1189 Weatherford, TX 76087.

Thank you,

Kim Hardin
Office Manager

PARKER COUNTY PRECINCT #3

Larry Walden
1111 FM 1189
Weatherford, TX 76087
817-594-0371

September 12, 2023

Repair Stop Sign at Country Place Road

Labor - $112.96
Equipment - $39.74
Material - $55.00

Total - $207.70

We had to replace the sign, it was an emergency being a stop sign.

Please remit check to Parker County Precinct #3, 1111 FM 1189 Weatherford, TX 76087.

Thank you,

Kim Hardin
Office Manager

NEXTLINK
INTERNET MADE EASY

BILLING STATEMENT

NextLink Internet
P.O. Box 224704
Dallas, TX 75222-4704
855-698-5465
www.nextlinkinternet.com

Alyssa Vanesler
City Of Brock
2451 FM 1189, STE B,
BROCK, TX 76087-5602

Billing Statement Summary	
Account	125199003
Reference	Billing Statement B125199003-36
Date	09/06/2023
Beginning Balance ($)	42.07
Amount Due ($)	**42.07**
Due Date	**10/06/2023**

Login to your account online at **nextlinkinternet.com/my-account**

SALES

VoIP Line		19.95
Service Dates: 09/06/2023 to 10/05/2023		
Phone Rental		11.00
Service Dates: 09/06/2023 to 10/05/2023		
Phone Rental		0.00
Service Dates: 09/06/2023 to 10/05/2023		
	Sub Total	**30.95**

TAXES AND FEES

FUSF (VoIP)		1.62
FCC Regulatory Fee (VoIP)		0.03
TX Sales Tax		2.22
TX E911 Equalization Surcharge		0.06
TX Texas Universal Service		1.73
Parker County Sales Tax		0.18
Parker County E-911 (VoIP Business)		0.50
Hudson Oaks Sales Tax		0.53
E911 Recovery Fee		0.99
Paper Statement Fee		2.99
State Cost - Recovery Fee		0.27
	Sub Total	**11.12**

PAYMENTS AND CREDITS

08/29/2023 Payment - Thank You! Check 001190	-42.07

Please tear off and return the bottom portion below with your check to expedite the payment being applied to your account. Thank you.

Alyssa Vanesler
City Of Brock
2451 FM 1189
BROCK, TX 76087-5602

NEXTLINK
INTERNET MADE EASY

NextLink Internet
P.O. Box 224704
Dallas, TX 75222-4704

Payment Summary	
Account	125199003
Reference	Billing Statement B125199003-36
Due Date	**10/06/2023**
Amount Due ($)	**42.07**
Amount Enclosed	
Check Number	

Please make checks payable to NextLink Internet

Advertising Receipt

Lone Star News Group
Cleburne & Weatherford
512 Palo Pinto Street
Weatherford Tx. 76086

Phone: 817-594-7447

Town of Brock
Town Clerk
2451 FM 1189
WEATHERFORD , TX 76087

Acct #: 08119225
Ad #: 00113060
Phone: (325)668-1241
Date: 08/10/2023
Ad taker: BH **Salesperson:**

Sort Line: CUP Vet Clinic **Ad Notes:** 8/12 $53.45 2x2.38

Classification 147

Description	Start	Stop	Ins.	Cost/Day	Total
06 Weatherford	08/12/2023	08/12/2023	1	51.45	51.45
affa Affidavit Charge					0.00
INT Internet					2.00

Ad Text:

PUBLIC NOTICE
AN ORDINANCE OF THE TOWN OF BROCK, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A CONDITIONAL USE PERMIT (CUP) FOR A VETERINARY CLINIC WITH INDOOR KENNELS AND LARGE ANIMAL CLINIC SERVICES ON 3.34± ACRES LOCATED AT LOT 1, THE BROCK PLACE ADDITION, AT 1433 FM 1189, BROCK, TEXAS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

Payment Reference:

Total:	53.45
Tax:	0.00
Net:	53.45
Prepaid:	0.00
Total Due	53.45

Advertising Receipt

Lone Star News Group
Cleburne & Weatherford
512 Palo Pinto Street
Weatherford Tx. 76086

Phone: 817-594-7447

Town of Brock
Town Clerk
2451 FM 1189
WEATHERFORD , TX 76087

Acct #: 08119225
Ad #: 00112857
Phone: (325)668-1241
Date: 07/20/2023
Ad taker: BH **Salesperson:**

Sort Line: PH Aug 7th **Ad Notes:** 7/22 $63.75 2x2.89

Classification 147

Description	Start	Stop	Ins.	Cost/Day	Total
06 Weatherford	07/22/2023	07/22/2023	1	61.75	61.75
affa Affidavit Charge					0.00
INT Internet					2.00

Ad Text:
NOTICE OF PUBLIC HEARING

The Town of Brock, Texas will hold a Public Hearing to consider approval of an application requesting an amendment to the Brock Zoning Ordinance by granting a conditional use permit for approximately 3.34 acres of land described as Lot 1 of The Brock Place Addition, located at 1433 FM 1189 in Brock, TX 76087. The hearing will be held on August 7, 2023 at 6:30pm at the Brock Community Center, 2115 FM 1189 Brock TX 76087. All persons interested in the application shall have the right to appear and be heard. Please contact the Town Clerk via email at townclerk@brocktx.net if you have any questions or would like additional information.

Payment Reference:

Total:	63.75
Tax:	0.00
Net:	63.75
Prepaid:	0.00
Total Due	63.75

BILLING STATEMENT

Questions? Please contact
Carol Platt at cplatt@tmlirp.org
or extension 2415

Texas Municipal League Intergovernmental Risk Pool
www.tmlirp.org • 512-491-2300
Billing Payment Address:
P.O. Box 388
San Antonio, Texas 78292-0388

City of Brock
Attn: Alyssa Vanesler
2451 FM 1189, Ste. B
Brock, Texas 76087-0000

Statement Date	09/01/2023
Due Date	**DUE UPON RECEIPT**
Contract Number	3520

New Charges Detail

09/01/2023	Cyber Liability	$43.75
09/01/2023	Errors & Omissions Liability	$215.25
09/01/2023	General Liability	$137.50
Subtotal - Contribution Installment		$396.50
Subtotal - Contribution Changes		$0.00
Subtotal - Other Charges / (Credits)		$0.00
Grand Total - New Charges / (Credits)		$396.50

Account Recap

Balance from Previous Statement:	$0.00
Total Payments Received:	$0.00
Total New Charges / (Credits):	$396.50
Balance:	$396.50

RETURN THIS PORTION WITH YOUR PAYMENT

0352000000039650000000000000000000000000000039650

Please send your payment to:

City of Brock
Alyssa Vanesler
2451 FM 1189, Ste. B
Brock, Texas76087-0000

TML Intergovernmental Risk Pool
PO Box 388
San Antonio, TX 78292-0388

PROVENANCE
ENGINEERING
Rooted to Be *Uniquely Different*

Provenance Engineering, LLC.
ATTN: Kent Riker
401 Russell Ln.
Weatherford, TX 76087
817.785.7172

INVOICE

INVOICE #007.22.01 - 01
DATE: 09/11/23

BILLED TO:

Town of Brock
2481 FM 1189
Brock, Texas 76087
email: townclerk@brocktx.net

FOR:

On-Call Engineering Services
Provenance Engineering PN 007.22.01

PHASE	CONTRACT AMOUNT	PERCENT COMPLETE	PRIOR BILLED	CURRENT BILLED	TOTAL BILLED
1.0 – Project Management	$1,200.00	100%	$0.00	$1,200.00	$1,200.00
2.0 – Funding Support Presentation	$12,000.00	100%	$0.00	$12,000.00	$12,000.00
3.0 – Preliminary Meetings with Water Suppliers, Parker County, & Western Parker County	$1,600.00	100%	$0.00	$1,600.00	$1,600.00
	$14,800.00	**100%**	**$0.00**	**$14,800.00**	**$14,800.00**

We appreciate the opportunity to serve you and your staff.
Thank you in advance for payment of **$14,800.00**
TERMS Net 30 days

Thank you for your business!

Kent Riker, PE
President | Servant Leader

Invoice

BLUE RIDGE SIGNS
P.O. Box 400 • Weatherford, TX 76086
817-596-7711 • blueridgesigns@aol.com

Date	Invoice #
8/31/2023	14956

Bill To
Town of Brock

P.O. No.	Terms	Rep
Vanesler	Due on receipt	

Quantity	Description	Rate	Amount
1	Custom Two Sided Metal Sign Panel with Installation Installation At: 2451 FM 1189, Brock TX	395.00 0.00%	395.00T 0.00

RECEIPT OF DEPOSIT/PAYMENT IS CUSTOMERS ACKNOWLEDGEMENT AND ACCEPTANCE OF BLUE RIDGE SIGNS INCOPORATED TERMS AND CONDITIONS AS STATED ON www.blueridgesigns.com

Subtotal	$395.00
Total	$395.00
Payments/Credits	$0.00
Balance Due	$395.00

Town of Brock - Public Funds Checking Account

Per Bank Activity:	
Beginning Balance (as of June 30, 2023)	$645,433.87
Deposits	$29,186.90
Disbursements	-$30,535.72
Ending Balance (As of July 14, 2023)	$644,085.05
Beginning Balance (as of July 31, 2023)	$636,850.17
Deposits	$228,619.80
Disbursements	-$4,130.89
Ending Balance (As of August 18, 2023)	$861,339.08
Beginning Balance (as of August 31, 2023)	$849,298.36
Deposits	$25,259.69
Disbursements	-$2,008.50
Ending Balance (As of September 15, 2023)	**$872,549.55**