

ALEJANDRO GALAVIZ
Mayor

TERESA HOFFMAN
Councilmember Place 1

TONY BOVINICH
Councilmember Place 2/ Mayor Pro-Tem



SHERYL KISER
Councilmember Place 3

MICHELLE HAMM
Councilmember Place 4

DREW WILSON
Councilmember Place 5

VENUS REGULAR COUNCIL MEETING
VENUS CIVIC CENTER
210 S. WALNUT STREET
VENUS, TEXAS 76084
MONDAY, OCTOBER 14, 2024, 6:30 PM

AGENDA

1. Call to Order, Roll Call, Invocation, Pledge of Allegiance, Pledge to Texas Flag:

2. Announcements from Mayor:

Cell phones are to be turned off or placed on vibrate/silent only. No conversation or comment from the audience is permitted unless specifically called upon by the Mayor. Please remain respectfully quiet.

3. Citizen Public Comment Period:

Thank you for your participation in tonight's Public Comments Session. This segment is a crucial component of our local government meetings, where each speaker is allotted 4 minutes. While the City Council and I consider all input, the Texas Open Meetings Act mandates that this be a time for us to listen rather than engage in dialogue. Rest assured, our City Administrator and City Secretary are diligently recording notes should any actions be necessary. When you are ready, you may begin, and your time will start.

4. Consent Agenda:

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Administrator to implement each item in accordance with staff's recommendation.

4.1 Approval of meeting minutes for City Council meeting on September 23, 2024.

4.2 Consider approval of entering into a Master Service Agreement (MSA) with Kimley-Horn and Associates, Inc for professional consulting and engineering services.

4.3 Consider the approval for the purchase of a Mongoose Sewer Jetter in an amount not to exceed \$58,950.00.

4.4 Consider the approval for the purchase and agreement with Infrastructure Management Services (IMS) to perform a pavement condition survey for the City of Venus in an amount not to exceed \$29,985.00.

4.5 Consider approval of a TxDOT Advanced Funding Agreement for Voluntary Utility Relocation Contributions on State Highway Improvement Projects related to the Texas Department of Transportations' ("TxDOT") HWY 157 Renovation/Widening Project.

5. Presentations and Proclamations:

None.

6. Public Hearings:

None

7. Discussion and Consideration Items:

7.1 Discuss and consider the donation from Atmos Energy to the City of Venus Fire Department.
(Atmos)

7.2 Discuss and consider a Resolution designating the Official Newspaper for the City of Venus.
(Green)

7.3 Discuss and consider approving a compromise agreement with Arrington Outdoor Advertising, Inc. re: an advertising sign and generally located at the corner it is of 67 and Patriot Parkway in the territorial limits of the City of Venus, Texas. (City Attorney)

8. EXECUTIVE SESSION:

None

9. Items for Future Agendas:

10. Adjournment:

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act, Texas Government Code, Chapter 551.071 (private consultation with attorney for the city), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

This is to certify that a copy of this Notice of Meeting was posted on the bulletin at City Hall, 700 W. Hwy 67 Venus, Texas, and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, October 9, 2024 on or before 5:30 p.m..

Callie Green, TRMC
City Secretary

For more information or a copy of the Open Meetings Act, please contact the Attorney General of Texas at 1-800-252-8011. This building is wheelchair accessible. Any requests for Interpretive Services must be made 48 hours in advance of the scheduled meeting. To make arrangements please call 972-366-3348.

Removed _____

Time: _____



City Council - Minutes

Monday, September 23, 2024 at 6:30 PM

Venus Civic Center

1. Call to Order, Roll Call, Invocation, Pledge of Allegiance, Pledge to Texas Flag:

Mayor Galaviz called the meeting to order at 6:35 pm, City Attorney Halla gave the Invocation, and all lead the Pledge of Allegiance and Pledge to the Texas Flag.

Councilmembers present: All

Staff present: Josh Jones, City Attorney, Callie Green, Melissa Westen, Becky Wilkins, Kyle Sugg, and Chief Groom.

2. Announcements from Mayor:

Cell phones are to be placed on vibrate/silent only. No conversation or comment from the audience is permitted unless specifically called upon by the Mayor. Please remain respectfully quiet. Announced that the City Administrator, Josh Jones will start conducting "Java with Josh" October 14th at the Civic Center from 8:30 am-10:00 am. Commented on the Flower Crawl and it being a success.

3. Citizen Public Comment Period:

No public speakers.

4. Consent Agenda:

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Administrator to implement each item in accordance with staff's recommendation.

- 4.1 Approval of meeting minutes for City Council regular meeting on September 9, 2024.

[City Council - Sep 09 2024 - Minutes - Html](#) 

[City Council - Sep 09 2024 - Minutes - Html](#) 

- 4.2 Ratifying the payment of bills for the month of August 2024.

[August 2024 Credit Card Charges.pdf](#) 

[August 2024 Disbursement Report.pdf](#)  [August Dashboard 2024.pdf](#) 

I make a motion to approve the consent agenda as presented.

Moved by: Tony Bovinich

Seconded by: Drew Wilson

For: Unanimous. Motion carried 5-0-0.

5. Discussion and Consideration Items:

- 5.1 Discuss and consider approving an amendment to the development agreement executed on or about September 27, 2021 between the City of Venus and LGI Homes – Texas LLC for the Stallion Ranch subdivision.

[Development Agreement executed.pdf](#) 

[Exhibit for Section 3.7.pdf](#)  [First Amendment Stallion Ranch](#)

[Modified EXHIBIT D Development Standards.pdf](#)  [First Amendment to Stallion Ranch PRE-ANNEXATION](#)

[DEVELOPMENT AGREEMENT 8.30.2024 Version.pdf](#) 

I make a motion to approve the amendment to the Stallion Ranch Development Agreement.

Moved by: Tony Bovinich

Seconded by: Drew Wilson

For: Unanimous. Motion carried 5-0-0.

- 5.2 Discuss and consider approval of a resolution authorizing the filing of an application for financial assistance from the State

Infrastructure Bank; Authorizing the City Administrator to act on behalf of the City of Venus in all matters relating to the application. (Jones) [COV - Agenda Item Report - SIB Loan.pdf](#)

[Resolution TxDOT SIB Loan Application.pdf](#)

I make a motion to approve.

Moved by: Drew Wilson

Seconded by: Teresa Hoffman

For: Unanimous. Motion carried 5-0-0.

- 5.3 Discuss and consider city ordinances, policies and general procedures regarding special events and use and rental of city facilities and provide direction to the City Administrator for possible revisions, changes and or amendments. (Jones) [COV](#)

[- Agenda Item Report - City Facility Use and Rental.pdf](#)

[ARTICLE II. PARK RULES.pdf](#)

[ARTICLE III. SPECIAL EVENTS.pdf](#) [Master Fee Schedule](#)

[FY 2024 - Facility Rentals & Food Permits.pdf](#)

Discussion only. Gave direction to staff.

6. Items for Future Agendas:

Mayor Pro Tem Bovinich directed staff to look into the feasibility of adding an Admin Assistant for the City Administrator and back-office staff either mid-year or next year budget.

Councilmember Wilson agreed with Mayor Pro Tem, Bovinich request and adding a Part-time grant writer.

Mayor Galaviz asked about the completion for the Employee Handbook.

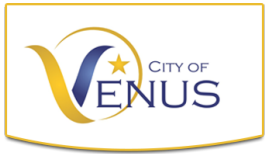
7. Adjournment:

Mayor Galaviz adjourned the meeting at 8:12 pm.

Mayor

City Secretary

Draft



AGENDA ITEM REPORT

MEETING DATE:	October 14, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Kyle Sugg, Public Works Director
THROUGH:	Joshua Jones, City Administrator
AGENDA CAPTION:	Consider approval for entering into a Master Services Agreement (MSA) with Kimley-Horn and Associates, Inc.
MOTION LANGUAGE:	<i>"I make a motion to approve/deny the item as presented."</i>

Background Information

The City of Venus seeks to enter into a Master Services Agreement with Kimley-Horn and Associates, Inc. to provide professional consulting and engineering services. This agreement will establish the framework for engaging the firm on various projects through individual project orders (IPO's).

Budget Implications

N/A

Operational Impact

This MSA will allow for an additional option for engineering and consulting services for upcoming infrastructure and planning projects.

Legal Review

N/A

Staff Recommendation

Approve item(s) as presented.

Public Works Department

Memorandum



TO: Joshua Jones, City Administrator

FROM: Kyle Sugg, Public Works Director

DATE: September 24th, 2024

SUBJECT: Kimley-Horn Master Services Agreement - Recommendation

I am writing this memorandum to recommend entering into a Master Services Agreement with Kimley-Horn and Associates based on my positive past experiences with their team in both the Town of Pantego and the City of Red Oak.

Throughout various projects, I have been consistently impressed with their responsiveness, attention to detail, and comprehensive planning guidance. They have proven to be capable of always considering the “bigger picture” when working on specific or individual projects, which is highly important for the current growth in the City of Venus. Kimley-Horn has prioritized communication and providing exceptional service as a team with widespread resources and experience. They serve many local municipalities and developers, and by default have regional knowledge regarding stakeholder involvement and future plans. Given their track record, I believe Kimley-Horn would be a great addition in supporting the City of Venus in the form of future infrastructure planning and projects, specifically water and wastewater master planning.

I recommend approval of the Master Services Agreement with Kimley-Horn and Associates.

A handwritten signature in cursive script that reads 'Kyle Sugg'.

Kyle Sugg, Public Works Director

**MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 2nd day of August, 2024, by and between the CITY OF VENUS, TEXAS ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. and affiliated companies ("Consultant"). This Agreement sets forth the terms whereby Consultant will provide professional services on one or more projects (with respect to each engagement, the "Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Consultant, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPOs ("Services"). Any services that are not set forth in the scope of Services described in an IPO(s) will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives, and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. This Agreement and the rates of compensation in IPOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such suspension or delay extends for more than six months, the Consultant's compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
 - b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
 - b) The Client will remit all payments electronically to:
 - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
 - c) The Client will send the project number, invoice number, and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

- d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f) If the Consultant initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for the Client pursuant to this Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership

of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING

ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THE IPO OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

16) Construction Phase Services.

- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon

billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF VENUS

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED:  _____

PRINTED NAME: _____

PRINTED NAME: JOSEPH C. PICCARDI

TITLE: _____

TITLE: SENIOR VICE PRESIDENT

DATE: _____

DATE: 08-02-2024



INDIVIDUAL PROJECT ORDER NUMBER 060021300

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Consultant), and the City of Venus, TX (the City) in accordance with the terms of the General Services Contract for on-call services dated August 2nd, 2024, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

On Call Civil Engineering Services

PROJECT UNDERSTANDING:

The Consultant will provide general civil engineering consulting services and general on-call projects on an as-needed basis, as authorized by City of Venus staff via email.

It is anticipated that any specific Capital Improvement Project or a task with a specific scope of services would be completed under a separate project specific IPO using primarily a negotiated lump sum fee in lieu of hourly rates.

SCOPE OF SERVICES:

As stated in the project understanding.

TERMS OF COMPENSATION

The work will be completed on a labor fee plus expense basis. Labor fee will be billed at our then current rates. The current 2024 rate schedule is attached to this IPO.

Compensation for services and method of payment shall be as referenced in the Master Agreement.

Effort for all individual tasks authorized by City staff will be described on all invoices with a concise description and hours expended with each task.

ACCEPTED:

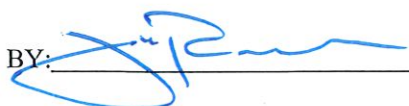
CITY OF VENUS, TX

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  _____

TITLE: SENIOR VICE PRESIDENT

DATE: 08-22-24



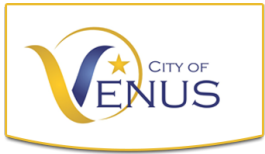
Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$165 - \$250
Professional	\$235 - \$300
Senior Professional I	\$260 - \$360
Senior Professional II	\$345 - \$380
Senior Technical Support	\$160 - \$285
Support Staff	\$110 - \$150
Technical Support	\$125 - \$155

Effective through December 31, 2024

Subject to adjustment thereafter



AGENDA ITEM REPORT

MEETING DATE:	October 14, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Kyle Sugg, Public Works Director
THROUGH:	Joshua Jones, City Administrator
AGENDA CAPTION:	Consider approval for the purchase of a Mongoose Sewer Jetter for \$58,950.00.
MOTION LANGUAGE:	<i>"I make a motion to approve/deny the item as presented."</i>

Background Information

The Public Works Department is requesting approval to purchase a Mongoose Sewer Jetter from Industrial Disposal Supply (IDS) to replace the current sewer jetter, which is nearing the end of its useful life. The existing jetter is becoming increasingly difficult to maintain and replacement parts are not as easy to acquire. The need for a reliable sewer jetter is essential for maintaining sewer mains and laterals within rights-of-way, as well as clearing sanitary sewer blockages.

Budget Implications

This item is budgeted in the FY24-25 budget at \$60,000.00 and quoted at \$58,950.00. This purchase will be made through the Sourcewell purchasing cooperative contract #101221-SCA, active until 11/29/2025. The City of Venus is an existing member of Sourcewell, account #125584.

Operational Impact

The new Mongoose Jetter will improve operational efficiency by reducing equipment downtime and improving the effectiveness of sewer maintenance activities.

Legal Review

N/A

Staff Recommendation

Approve item(s) as presented.

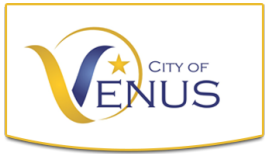
Brian Grabow, Regional Sales Manager 210-323-2749 bgrabow@IDSequip.com			
October 1, 2024		PO#	
		Product Class:	184
		WO#	
Distributor:	Industrial Disposal Supply Co.		
Salesman:	Brian Grabow		
End User:	City of Venus		
Address:	103 W 3rd St		
City, State, Zip:	Venus TX, 76084		
Phone:	817-350-3112		
Contact:	Kyle Sugg		
Email:	ksugg@cityofvenus.org		
MODEL 184-LT Trailer Mounted High Pressure Sewer Cleaner			
Engine: 49HP Kohler Diesel Tier IV Engine Partial Engine Enclosure Engine Display Electronic Throttle Control		Tank & Fill: 300 Gal. Black Super-Poly Water Tank 2-1/2" Hydrant Fill System w/ Garden Fill Hose Adapter	
Pump: UDOR 18 GPM @ 4000 PSI w/30 Min Run Driy Capability Electronic Water On/Off Control Recirculation System Electronic Water On/Off Control Bypass / Flow Control Valve Pulsation System Air Purge System		Hose Reel & Hose: Poly Pivot Reel w/600' Capacity of 1/2" Hose	
Trailer: Single Torsion Axle, 7,000 GVWR Electric Brakes w/2-5/16" Ball Hitch D.O.T. Approved LED Lighting Steel Round Painted Fenders (1) Front Opening Aluminum Toolbox		Accessories: 10' Leader Hose BB Hose Guide Cleaning Nozzle Penetrator Nozzle Finned Nozzle Extension Nozzle Rack USB Operator / Owner Manual Manual Level Wind Air Purge Adapter	
Electrical: NEMA 4 Control Panel Auto Shutdown (High Eng. Temp / Low Oil Pressure) Digital Fuel Gauge 12V Power Outlet LED Amber Strobe Light			
STANDARD OPTIONS:		QTY	
HOSE REEL & HOSE OPTIONS:			
SEWER HOSE (1/2" I.D. 4000 P.S.I. OPERATING PRESSURE) PER FT		600	
FOOTAGE METER (MOUNTED ON JET HOSE REEL)		1	
ENZ 1/2" STANDARD NOZZLE		1	
ENZ 1/2" CHISEL POINT NOZZLE		1	
1/2" WARTHOG™ WS PRO NOZZLE W/SERVICE KIT		1	
TANK & FILL OPTIONS:			
FILL HOSE STORAGE RACK		1	
ELECTRICAL OPTIONS:			
LED FLOOD LIGHT (FACTORY STANDARD)		1	

Quote Created by: Brian Grabow
 Industrial Disposal Supply
 210-323-2749
bgrabow@IDSequip.com

Your price is \$58,950.00
 * This unit is in stock and ready to deliver
 * Includes shipping and training

SEWER EQUIPMENT





AGENDA ITEM REPORT

MEETING DATE:	October 14, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Kyle Sugg, Public Works Director
THROUGH:	Joshua Jones, City Administrator
AGENDA CAPTION:	Consider approval for the purchase and agreement with Infrastructure Management Services (IMS) to perform a pavement condition survey for the City of Venus.
MOTION LANGUAGE:	<i>"I make a motion to approve/deny the item as presented."</i>

Background Information

The Public Works Department is requesting approval to enter into an agreement with Infrastructure Management Services to conduct a comprehensive pavement condition survey. This survey will assess and score the condition of city-maintained roadways, covering a total of approximately 43 lane miles, using a Pavement Condition Index (PCI).

The results of this assessment will provide pavement condition data along with cost estimates for the recommended repair methods of every street assessed. This will be projected into a 5-to-10-year plan with prioritization based on the most efficient and fiscally responsible usage of funds. The data is intended to serve as a living document to guide decision making and funding decisions for the next five years.

Budget Implications

This study was approved in the FY24-25 budget and the quote received is for \$29,985.00. This service is an approved contract through TXShare until November 30th, 2028 and the City of Venus is a member of the TXShare purchasing cooperative.

Operational Impact

Conducting this pavement condition survey will improve the city's ability to make data-driven decisions when prioritizing funds committed to pavement repairs along with ensuring the best rehabilitation method is provided based on current conditions.

Legal Review

N/A

Staff Recommendation

Approve item(s) as presented.

City of Venus, TX

Venus-TX [IMS FY25 Automated PCI > w/Opt.
Analysis (ESA) through TX Share]

IMS Quote, PCI: TX Share

Opportunity ID: 24-10-05308



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10/1/2024

City of Venus, Texas
Kyle Sugg, Director of Public Works
Email: ksugg@cityofvenus.org
Phone: 972-366-3348x303

Re: Venus-TX [FY25 PCI w/Optional Analysis (ESA) & Report- through TX Share]

Dear Kyle,

IMS Infrastructure Management Services (IMS) is pleased to present this budgetary estimate for a roadway pavement condition survey for Venus. As an industry leader with four decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work side-by-side with our clients to ensure all project goals are met and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (480) 741-1847 or by email at jtourek@icc-ims.com.

Best Regards,

**International Cybernetics Company, LP d/b/a
IMS Infrastructure Management Services**



Jim Tourek, Client Services Manager



10630 75th Street
Largo, FL 33777



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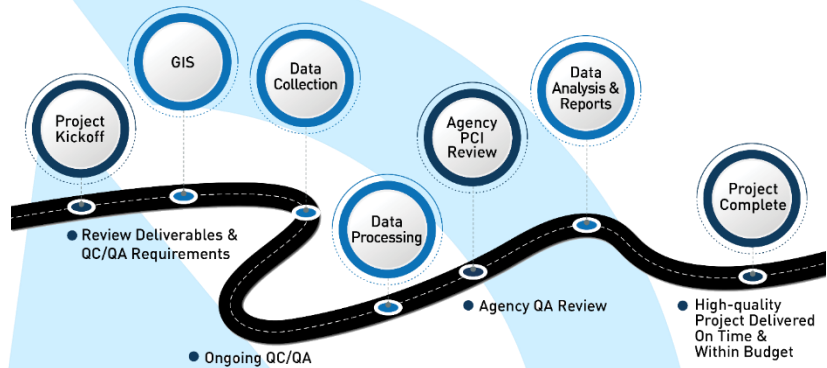
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Project Overview

The primary objective of this project is to collect 43 test miles of roadway condition data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. (See Appendix A for more details on each step in our project roadmap.)

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.



Deliverables

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase.

02

Easy Street Analysis (ESA) of Roadway Pavements

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis
- ESA training session (two hours) via Teams

03

Five (5) Year, Network-Level Pavement Management Plan

04

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: **90 days** of hosting for unlimited agency users is included from the time of implementation.)*

05

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.





Budgetary Estimate Using TX Share:

Venus-TX [FY25 PCI > Opt. ESA thru TX Share]

(Note: Final fee/scope of work depends on confirmation of test/survey miles and analysis and reporting req'mts.)

Service Category #1: Pavement Data Collection											A	B	C=AxB
			Provide Price Per Tiered Group										
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile ¹			\$140.00	\$115.00	\$100.00	x	43	\$140.00	\$6,020		
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile ¹			\$1.00	\$1.00	\$1.00	x	43	\$1.00	\$43		
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	\$2,500.00					x	1	\$2,500.00	\$2,500		
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile ¹			\$1.00	\$1.00	\$1.00	x	43	\$1.00	\$43		
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile ¹			\$1.00	\$1.00	\$1.00	x	43	\$1.00	\$43		
6	Perform friction testing	Lane Mile ²	(OR: see below)		\$195.00	\$160.00	\$150.00				\$0		
7	Measure lane striping reflectivity quality	Lane Mile ¹			\$50.00	\$50.00	\$50.00				\$0		
Service Category #3: Pavement Management Analysis											A	B	C=AxB
			Provide Price Per Tiered Group										
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
21	Calculate the International Roughness Index (IRI) for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$1.00	\$1.00	\$1.00	x	43	\$1.00	\$43		
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$20.00	\$15.00	\$12.00	x	43	\$20.00	\$860		
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$2,000.00		\$0.00	\$1.00	\$1.00	x	43	\$43.00	\$2,043		
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant	\$4,500.00		\$0.00	\$1.00	\$1.00	x	43	\$43.00	\$4,543		
25	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,000.00		\$0.00	\$1.00	\$1.00	x	43	\$43.00	\$3,043		
Service Category #4: Electronic Products											A	B	C=AxB
			Provide Price Per Tiered Group										
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
28	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile ¹			\$5.00	\$3.00	\$2.00	x	43	\$5.00	\$215		
29	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile ¹			\$15.00	\$10.00	\$5.00		43		\$0		
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,500.00		\$5.00	\$4.00	\$3.00	x	43	\$5.00	\$3,715		
31	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$7,000.00		\$0.00	\$5.00	\$5.00		43		\$0		
32	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$1,500.00		\$10.00	\$8.00	\$5.00	x	43	\$10.00	\$1,930		
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). Cost includes base cost plus lane mile unit cost.	Each Participant	\$2,500.00		\$0.00	\$0.00	\$0.00	x	43	\$0.00	\$2,500		
Service Category #6: GIS Related Services											A	B	C=AxB
			Provide Price Per Tiered Group										
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
37	GIS Clean-Up Services	Each Participant	\$175 per Hour								\$0		
38	GIS Support Services	Each Participant	\$175 per Hour					x	20	\$175.00	\$3,500		
39	GIS Remote Training Sessions from IMS GIS Manager/ Expert (2-Hour Sessions)	Each Participant	\$175 per Hour								\$0		
Service Category #7: Value Added Services											A	B	C=AxB
			Provide Price Per Tiered Group										
Activity #	Activity Description	Unit	Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
40	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	\$3,500.00					x	1	\$3,500.00	\$3,500		
0	ICC-IMS Sole-Source Discount	Each Participant	-\$4,556.00					x	1	-\$4,556.00	-\$4,556		
					TOTAL								\$29,985



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Matching Total Budgetary Estimate Using Traditional Invoicing Format:

Venus-TX [FY25 PCI > Opt. ESA thru TX Share]

(Note: Final fee/scope of work depends on confirmation of test/survey miles and analysis and reporting req'mts.)

Budgetary Estimate					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$2,500.00		\$2,500.00
Project Management	1	Lump Sum	\$1,500.00		\$1,500.00
GIS Creation	1	Lump Sum	\$3,500.00		\$3,500.00
GIS Review and Survey Extents Verification	43	Test Miles	\$15.00		\$645.00
Mobilization/Calibration	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection - IrisPRO Pave	1.5	Days	\$4,750.00		\$7,125.00
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	43	Test Miles	\$30.00		\$1,290.00
Condition Data Delivery	1	Lump Sum	\$1,500.00		\$1,500.00
Inform - <400 lane miles (90-Days)	1	Per Year	\$2,000.00	100%	\$0.00
Inform Web Hosting (90-Days)	43	Per year per mile	\$1.20	100%	\$0.00
			PCI Sub-Total:		\$20,985.00

Easy Street Analysis (ESA)	1	Lump Sum	\$5,500.00		\$5,500.00
Pavement Management Plan (PMP)	1	Lump Sum	\$3,500.00		\$3,500.00
Pavement Management Report	1	Lump Sum	\$3,500.00		\$3,500.00
			Total with ESA+Report:		\$29,985.00

Name	Qty.	Units	Price	Disc.	Total Price
Inform - <400 lane miles	1	Per Year	\$2,000.00		\$2,000.00
Inform Web Hosting	43	Per year/ mile	\$1.20		\$51.60
			Annual Inform:		\$2,051.60

Page 17 lists fees for our additional value-added services.





Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA) compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***



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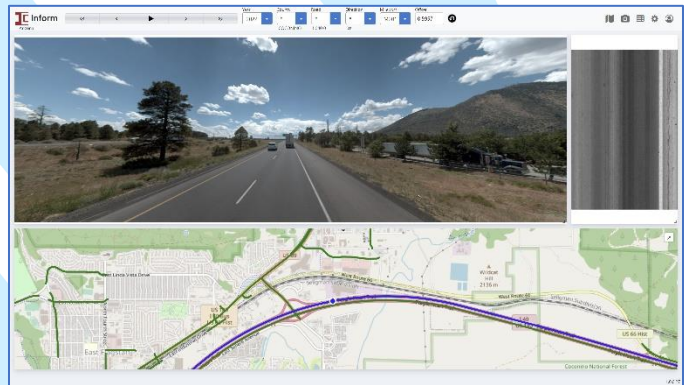
Industry-Leading Technologies

IrisPRO Pave™

The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxTS INS with DGPS.

Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT

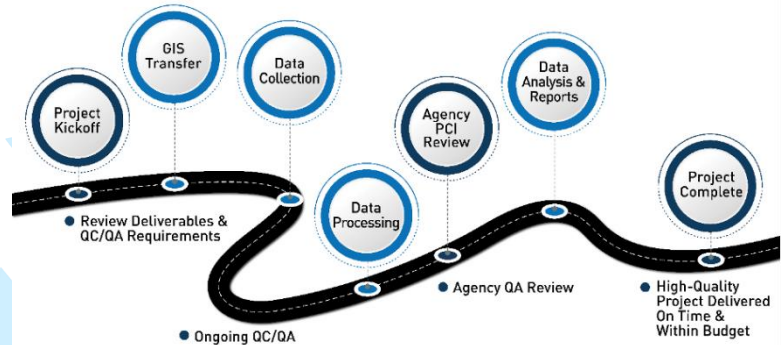


APPENDIX

Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

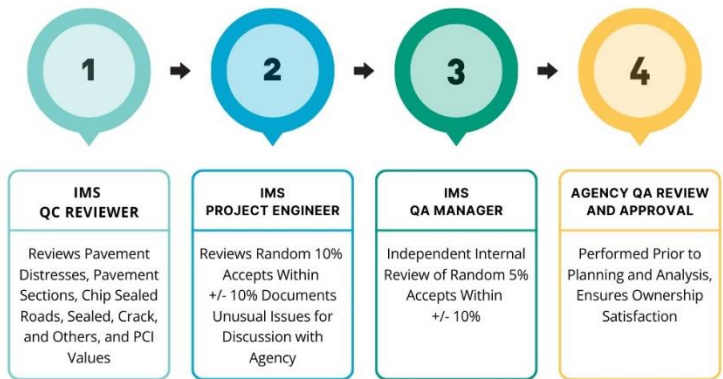
Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.



Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.

Comprehensive Data Quality Management



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 7: Project Closeout

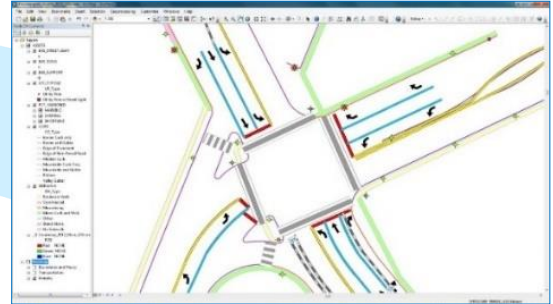
Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.



Appendix B – Additional Value-Added Services

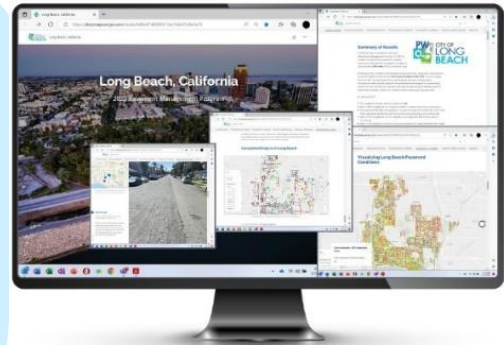
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, trees, and many others. While we offer multiple methods for collecting ROW asset data, which is a primary component of half of all our projects, this is the most efficient.



Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Data Hosting

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)

We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA transition plans. With the evolving Prowag requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.



Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps.



Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed 174 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



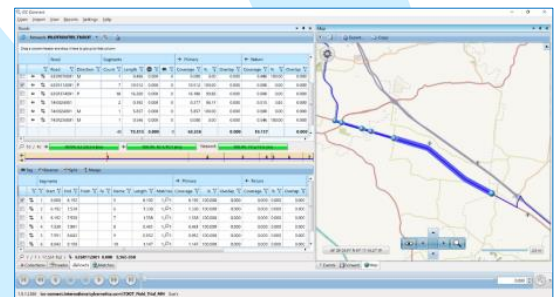
Software “Needs Assessments,” Training, and Technical Support

IMS performs software needs assessments for agencies to determine the pavement management system that will best meet the agency’s needs. We also provide software training as a value-added service. We review the agency’s existing IT structure, program goals, and user skillsets to make a recommendation on what pavement management software will best meet the need. Ongoing technical support is another popular value-added service available regardless of software.



GIS “Clean-up” Services – No GIS... No Problem!

IMS reviews the integrity of the agency’s GIS to ensure that segmentation conforms to pavement management best practices and that the existing attribution is correct. Our team of GIS technicians and analysts assist agencies in validating their GIS and modifying it, when necessary, to meet pavement management goals and objectives. Developing pavement-specific GIS layers is often necessary for reporting pavement conditions in a logical, easy-to-understand format.



Roadway Functional Class Review

IMS reviews the functional classification and characteristics of the agency’s roadway network to make any necessary adjustments to highway, road, and street classifications. Understanding the volume of traffic and associated traffic loads is critical in determining the appropriate maintenance and rehabilitation activity for each roadway pavement.

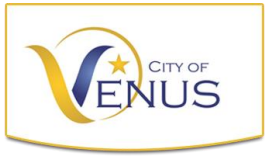


The next page lists fees for our value-added services.



Optional Value-Added Service Activities - Cost Estimates				
Name	Qty.	Units	Price	Total Price
FastFWD Structural Testing - Recommended 2-Pass Test for Major Roads				
a. Mobilization/Calibration (FFWD)	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
b. Field Data Collection - Fast Falling Weight Deflectometer (FFWD)	43	Test Miles	\$ 150.00	\$ 6,450.00
c. Traffic Control for Deflection Testing (if applicable/necessary)	0	Hours	\$ 150.00	TBD
d. Data Processing: Standard FFWD (Including QC/QA) - \$1,750 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 1,750.00	\$ 1,750.00
e. Calculate Structural Number (SNeff) - Used for Network Level Analysis - \$1,000 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 1,000.00	\$ 1,000.00
f. Optional - Calculate Structural Number Required (SNreq) Based on ADT and Provide Structural Index - \$1,000 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
g. Optional - Color Coded GIS Map - Based on Structural Index (SI) (PDF)	1	Lump Sum	\$ 1,000.00	\$ 1,000.00
Right of Way (ROW) Asset Extraction - Using Standard Data Dictionary Attributes				
Crosswalks	43	Test Miles	\$ 19.00	\$ 817.00
Curb & Gutter	43	Test Miles	\$ 23.00	\$ 989.00
Curb Markings	43	Test Miles	\$ 22.00	\$ 946.00
Drainage Ditches	43	Test Miles	\$ 23.00	\$ 989.00
Drainage Structures (Inlets)	43	Test Miles	\$ 33.00	\$ 1,419.00
Driveway Aprons	43	Test Miles	\$ 39.00	\$ 1,677.00
Fence	43	Test Miles	\$ 23.00	\$ 989.00
Fire Hydrants	43	Test Miles	\$ 22.00	\$ 946.00
Guardrail/Guiderail	43	Test Miles	\$ 23.00	\$ 989.00
Landscaping	43	Test Miles	\$ 49.00	\$ 2,107.00
Manhole Covers	43	Test Miles	\$ 29.00	\$ 1,247.00
Pavement Striping - Linear	43	Test Miles	\$ 32.00	\$ 1,376.00
Pavement Markings - Point	43	Test Miles	\$ 22.00	\$ 946.00
Retaining Walls	43	Test Miles	\$ 23.00	\$ 989.00
Sidewalk/Curb Ramps	43	Test Miles	\$ 26.00	\$ 1,118.00
Sidewalks	43	Test Miles	\$ 23.00	\$ 989.00
Sign Supports	43	Test Miles	\$ 33.00	\$ 1,419.00
Signs	43	Test Miles	\$ 63.00	\$ 2,709.00
Sound/Noise Barriers	43	Test Miles	\$ 23.00	\$ 989.00
Street Furniture	43	Test Miles	\$ 33.00	\$ 1,419.00
Street Lights	43	Test Miles	\$ 46.00	\$ 1,978.00
Traffic Signals and Flashers	43	Test Miles	\$ 29.00	\$ 1,247.00
Trees	43	Test Miles	\$ 56.00	\$ 2,408.00
Utility Poles	43	Test Miles	\$ 46.00	\$ 1,978.00
Valves	43	Test Miles	\$ 39.00	\$ 1,677.00
Pavement Story Map for External Viewers, Standard, With Hosting for 1 year	1	Lump Sum	\$ 7,500.00	\$ 7,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
Pavement Condition Dashboard for Client Internal Viewing, Standard, With Hosting for 1 year	1	Lump Sum	\$ 5,500.00	\$ 5,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
City Council/County Commission Presentation - Virtual				
a. Add for an Onsite Presentation	1	Lump Sum	\$ 3,500.00	\$ 3,500.00
Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	Hours	\$ 150.00	\$ 1,200.00
Additional or Specialty Maps for Reporting (In Addition to Maps in Standard Report)	1	Lump Sum	\$ 750.00	\$ 750.00
Additional Printed/Hard Copies of the Standard Final Report	1	Lump Sum	\$ 200.00	\$ 200.00
Roadway Functional Class Review	TBD	Hours	\$ 189.00	TBD
Sidewalk Condition Survey via Sidewalk-Surface Tester (SST) Data Collection	(Available Upon Request)			
Pedestrian Curb Ramp Non-Compliance Survey & Analysis via Mobile Lidar Data Collection	(Available Upon Request)			
Pavement Management Software Evaluation Needs Assessment	1	Lump Sum	\$ 1,750.00	\$ 1,750.00
GIS Polygon to Polyline Conversion	43	Test Miles	\$ 6.00	\$ 258.00
Easy Street Analysis (ESA) Pavement Management Plan (PMP)	1	Lump Sum	\$ 5,500.00	\$ 5,500.00
a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software	Included in Base Activities (ESA)			
b. Customizable Prioritization & Cost-Benefit Analysis				
c. Unlimited Access - Training Library				
d. Online ESA Spreadsheet Training via Teams				





AGENDA ITEM REPORT

MEETING DATE:	October 14, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Joshua Jones, City Administrator
THROUGH:	N/A
AGENDA CAPTION:	Consider approval of a TxDOT Advanced Funding Agreement for Voluntary Utility Relocation Contributions on State Highway Improvement Projects related to the Texas Department of Transportations' ("TxDOT") HWY 157 Renovation/Widening Project.
MOTION LANGUAGE:	<i>"I make a motion to approve/deny the items as presented."</i>

Background Information

At the September 23, 2024, regular council meeting, the City Council authorized the City Administrator to apply for financial assistance from the State Infrastructure Bank ("SIB") to relocate city utilities that are within the updated State of Texas Right-of-Way for TxDOT's HWY 157 Renovation/Widening Project.

The Advanced Funding Agreement (AFA) is required documentation to be included in the financial assistance application and must be considered and approved separately from the application itself.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Approved.

Staff Recommendation

Approval of item as presented.

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and **City of Venus** ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number **116522** authorizes the State to undertake and complete a highway improvement generally described as: **FM 157; US 67 to 8th Street** ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work

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to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B. If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law,

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Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

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Utility:	State:
<u>Mayor</u>	Director of Contract Services
<u>City of Venus</u>	Texas Department of Transportation
<u>700 W. US Highway 67</u>	125 E. 11 th Street
<u>Venus, Texas 76084</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

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Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Signature

Alejandro Galaviz

Typed or Printed Name

Mayor

Title

Date

THE STATE OF TEXAS

District Engineer

Date

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ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing **Water/Waste Water** shall be relocated and adjustments shall be made along **FM 157**. The **City of Venus** facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is **\$1,415,000.00**. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the **City of Venus** items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be **\$1,415,000.00**. (See Attachment B – Estimated Utility Costs)
- B.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A.** The **Utility** shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along **FM 157**.

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- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's **Fort Worth** District Office.
- iii. Secure all necessary permitting as may be required for the installation of the **Water/Waste Water** line.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed **Water/Waste Water System Facilities** during construction, and the relocation of **Water/Waste Water System Facilities** and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing **Water/Waste Water System Facilities** during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the **Water/Waste Water System Facilities** relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and

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efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

DRAFT

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ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs
\$1,415,000.00

Less Betterment Amount Due from Utility
\$0.00

Amount of total utility relocation Costs
\$1,415,000.00

Estimated Amount Eligible for Reimbursement
(Calculated eligibility Ratio – %)
\$0.00

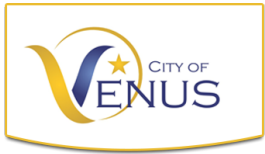
Amount of Utility Adjustment Due from Utility
\$1,415,000.00

Estimated amount to be included in Construction Agreement

A. Betterment **\$0.00**

B. Utility Adjustment **\$1,415,000.00**

GRAND TOTAL **\$1,415,000.00**



AGENDA ITEM REPORT

MEETING DATE:	October 14, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Callie Green, City Secretary
THROUGH:	N/A
AGENDA CAPTION:	Discuss and consider a Resolution designating the official Newspaper for the City of Venus.
MOTION LANGUAGE:	<i>"I make a motion to approve/deny a Resolution designating the City of Venus Official Newspaper as the Cleburne Times Review."</i>

Background Information

Local Government Code 52.004 states that an official newspaper for the city must be designated after the beginning of each municipal year.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Approve item(s) as presented.

CITY OF VENUS

RESOLUTION NO. 22-2024-10

A RESOLUTION OF THE CITY OF VENUS, TEXAS DESIGNATING THE *CLEBURNE TIMES-REVIEW* AS THE OFFICIAL NEWSPAPER FOR THE CITY OF VENUS, TEXAS; PROVIDING FOR REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 52, Section 52.004, Texas Local Government Code requires that as soon as practicable after the beginning of each municipal year, the governing body of the municipality shall designate, by ordinance or resolution, a public newspaper to be the municipality's official newspaper until another newspaper is selected; and

WHEREAS, the public newspaper serving the City of Venus, Texas and the local area that is most widely read is the *Cleburne Times-Review*; and

WHEREAS, the *Cleburne Times-Review* meets all the requirements for service as the official newspaper of the City:

- (1) Devote not less than 25% of its total column lineage to general interest items;
- (2) Be published at least once each week;
- (3) Be entered as 2nd class postal matter in the county where published; and
- (4) Have been published regularly and continuous for at least 12 months before the governmental entity or representative publishes notices.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS THAT:

SECTION 1. The *Cleburne Times-Review* is hereby designated the official newspaper for the City of Venus, Texas.

SECTION 2. All resolutions of the City of Venus heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all Resolutions of the City of Venus not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or

unconstitutional.

SECTION 4. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Venus, Texas, this the 14th day of October, 2024.

APPROVED:

Alejandro Galaviz, MAYOR

ATTEST:

Callie Green, CITY SECRETARY

COMPROMISE AGREEMENT

This **COMPROMISE AGREEMENT** (this “Agreement”) is made and entered into as of _____, 2024 (the “Effective Date”), by and between the **CITY OF VENUS, TEXAS**, (the “City,” or “City”) and **ARRINGTON OUTDOOR ADVERTISING, INC.** (“Arrington”). The City and Arrington may be referred to collectively herein as the “Parties,” and each may be referred to individually as a “Party.”

RECITALS

WHEREAS Arrington leases certain real property in Johnson County, Texas, which is located in the city limits of the City as depicted in **Exhibit A** attached hereto and made a part hereof for all purposes (the “Property”); and

WHEREAS the Parties acknowledges that each of them has the authority to enter into this Agreement; and

WHEREAS based on the City’s current population, and expected population growth, the City and Arrington desire to provide a public service by utilizing the Property for the benefit of current and future residents of the City, to support the growth of the City, and to obtain additional tax base; and

WHEREAS the Parties acknowledge that this Agreement is binding upon the City and Arrington, and their respective successors and assigns; and

WHEREAS the Parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each Party.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and mutual promises, obligations, covenants, and benefits contained herein, the City and Arrington contract and agree as follows:

ARTICLE 1 DEFINITIONS

1.1. The terms “Agreement,” “City,” “Code,” “Arrington,” “Party/Parties,” “Sign,” and “Property” shall have the meanings provided for them in the introductory paragraph above, and paragraph 2.1 below.

ARTICLE 2 CONDITIONS

2.1. The City shall issue a permit to Arrington for one sign ("Sign") located on the Property. Said Sign shall be no larger than 14'x 48', with back-to-back or "V" configuration of two sign faces, one digital face oriented to the west and one static (no motion) face to the east. The Sign may not be taller than 60 feet measured from the top of the sign to the ground.

2.2. Arrington will donate to the City the digital face of the Sign permitted on the Property for City events and announcements, amounting to one eight (8) second exposure for every one (1) minute of displays on the Sign face. Arrington will assist the City with art and design for its donated display, which will be posted on the Sign by Arrington at no cost to the City. The City's display will continue until the event or function of the City so advertised has taken place.

2.3. Arrington will abandon and not thereafter pursue its application for an off-premise sign proposed at Patriot Parkway, in Ellis County, with property ID # of R289983, legally described as a 11.057 acre tract of land located in the Radford Berry Survey, Abstract No. 42, Ellis County, Texas.

ARTICLE 3 MAINTENANCE OF IMPROVEMENTS

3.1. Arrington shall maintain the Sign at its sole cost and expense. Arrington will also bear sole cost and responsibility for the operation of the Sign, including any costs for the display donated to the City.

3.2. Any display from the City will be sent to Arrington via email/??? at _____ .com. Arrington agrees to assist the City in posting its display with the goal being the City becomes able to posts its own displays using the art design template as provided by Arrington and will assist the City in the initial design of ads/displays to assist the City in becoming autonomous in posting its displays.

ARTICLE 4 DEFAULT/TERM

4.1. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

4.2. Unless otherwise expressly provided in this Agreement, each obligation of a Party is independent of any other obligation, and performance of such obligation shall not be conditioned upon the performance of any obligation of the other Party.

4.3. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party who has allegedly failed to perform. Such notification shall specify the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, subject, however, to the terms and provisions of Section 7.1, below. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each Party shall have the affirmative obligation to mitigate its damages in the event of a default. Because of the nature of this Agreement and the difficulty in quantifying damages, any breach of this Agreement may result in irreparable damage for which there is not an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, a Party may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security and shall be entitled to attorney's fees and costs.

4.4. If a Party fails to perform any obligation, after the notice and opportunity to cure provided in Section 4.3 then the non-defaulting Party may cure the default and recover from the defaulting Party the cost of the cure.

4.5. As long as there is no deemed breach, this Agreement will continue in full force and effect in perpetuity from the Effective Date. Provided, however, the Parties acknowledge that the Sign is located on the Property currently covered by a ground lease with 20 year primary term; so, that Arrington's obligation to donate and operate digital advertisements for the City is contingent and co-terminous with such terms, any renewals thereof, and the continued validity of the lease.

ARTICLE 5 FULL AND FINAL RELEASE

5.1. The Parties mutually release and discharge one another from any and all liability and damages in any way arising from the City's denial of two of Arrington's permit applications.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1. *Force majeure.* In the event either Party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest

practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the reasonable anticipation or control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

6.2 Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents. Approvals and consents shall not be unreasonably withheld, conditioned or delayed.

6.3 TxDOT Permit. The Parties acknowledge that a permit for the Sign is also required from the Texas Department of Transportation, and they agree that TxDOT's issuance of such permit is a condition precedent to the enforceability of this Agreement. Furthermore, should Arrington reasonably require the City's assistance in acquiring the TxDOT permit, the City will perform any reasonable action to assist Arrington in the pursuit of the TxDOT permit.

6.4 Address and Notice. Any notice to be given under this Agreement shall be given in writing, addressed to the Party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested or by messenger delivery. Notice by mail shall be effective three days after depositing mail with the United States postal service. Notice given in any other manner shall be effective upon receipt by the Party to be notified. For purposes of notice, the addresses of the Parties shall be as follows:

If to the City, to:

Joshua Jones
City Administrator
City of Venus
700 W. US Highway 67
Venus, TX 76084

If to the Arrington, to:

Arrington Outdoor Advertising, Inc.
Attn: Mike Wolverton
2002 S. Stemmons Frwy., Suite 100
Lake Dallas, TX 75065

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other Party.

6.5 Assignability; Successors and Assigns. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Parties, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no force or effect.

6.6 No Additional Waiver Implied. The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

6.7 Reservation of Rights. All rights, powers, privileges, and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.

6.8 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties, except as specifically provided herein.

6.9 Merger. This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties, or agreements between the Parties covering the subject matter of this Agreement.

6.10 Modification; Exhibits; Recitals. This Agreement shall be subject to change or modification only with the mutual written consent of the City and Arrington. The Exhibits attached to this Agreement are incorporated by reference for all purposes. The recitals are incorporated as part of this Agreement.

6.11 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations, or liabilities of the Parties or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

6.12 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

6.13 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

6.14 Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

6.15 Laws Governing. This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in or with jurisdiction over Johnson County, Texas.

6.16 Effective Date. This Agreement shall be and become effective on the Effective Date.

6.17 Time of Essence. Time is of the essence in the performance of this Agreement.

6.18. Recitals. The Recitals to this Agreement are incorporated herein as if fully recited.

CITY OF VENUS, TEXAS,

By: _____

Date: _____, 2024

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on _____, 2024, by
_____ of the City of Venus, Texas.

Notary Public in and for the State of Texas

ARRINGTON OUTDOOR ADVERTISING, INC.

By: _____

Date: _____, 2024

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2024, by
_____.

Notary Public in and for the State of Texas

EXHIBIT A – PROPERTY DESCRIPTION

A 9.89 acre tract of land located in the Radford Berry survey, Abstract No. 26, Tract 7E, Johnson County, Texas.