



# HELEN FARABEE CENTERS

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Wichita Falls Administrative Office  
P. O. Box 8266, Wichita Falls, TX 76307-8266  
1000 Brook Street, Wichita Falls, TX 76301  
Phone (940) 397-3100  
Fax (940) 397-3150  
[www.helenfarabee.org](http://www.helenfarabee.org)

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June 28, 2024

Archer County Judge Jackson  
Clay County Judge Campbell  
Montague County Judge Benton  
VIA EMAIL

Dear Judges:

The term for the appointment to our Board of Trustees made jointly by Archer, Clay and Montague Counties, Place 1 – **Mrs. Jan Driver Ward** is due to expire August 31, 2024. She has expressed interest in reappointment to the Board for another two-year term, which would expire August 31, 2026.

She was initially appointed to our Board in June 2023. Following is a summary of vital information related to her terms:

**Meeting Attendance Record:** 75% (6 of 8 meetings since June 2023)

We ask that you consult with the other appointing sponsors and place this issue on the Commissioner's Court agenda for consideration and notify us in writing of the Court's decision not later than August 31, 2024. Notification should be sent to:

Melissa Collins, Board Liaison  
Helen Farabee Centers  
P.O. Box 8266  
Wichita Falls, Texas 76307-8266

Should you have any questions regarding this issue, please feel free to contact Gianna Harris, Executive Director at (940) 397-3355, or Melissa Collins, Board Liaison, at (940) 397-3102.

Sincerely,

# MONTAGUE COUNTY TAX OFFICE

## ORIGINAL RECEIPT

Receipt Date 6/26/2024

MONTAGUE COUNTY TAX OFFICE  
 BOX 8  
 MONTAGUE, TX 76251  
 PHONE: 940-894-3601  
 EMAIL: TAC@CO.MONTAGUE.TX.US

| Tendered Detail | Amount            |
|-----------------|-------------------|
| REFUND CHECK    | -3,450.40<br>0.00 |

| Transaction Summary    | Amount    |
|------------------------|-----------|
| Total Amount Due       | 0.00      |
| Total Receipted Amount | -3,450.40 |

PAID TO **JOHNSON RALPH & CHERYL REVOCABLE TRUST**  
**495 CARDWELL RD**  
**NOCONA, TX 76255**

\* Compute Date: 6/26/2024

Property Owner as of Payment

### JOHNSON RALPH & CHERYL REVOCABLE TRUST

| Identification  | Legal Information   |
|---|---|
| PROP ID: R000006745<br>GEO ID: 20120.0000.0000.0738<br>HS | LEGAL: AB 120, JOSE YGNACIO CASTELLO SVY<br>ACRES: 53.748<br>SITUS: 495 CARDWELL RD |

# Refund

| Year | Taxing Entities         | Taxable Value | Tax Rate Per \$100 | Base Tax Paid | P & I | Atty Fees | Late Fees | +/-  | Total Paid |
|------|-------------------------|---------------|--------------------|---------------|-------|-----------|-----------|------|------------|
| 2021 | MG-MONTAGUE COUNTY      | 204,332       | 0.5641             | -256.37       | 0.00  | 0.00      | 0.00      | 0.00 | -256.37    |
| 2021 | NO-NOCONA ISD           | 224,780       | 0.8922             | -223.05       | 0.00  | 0.00      | 0.00      | 0.00 | -223.05    |
| 2022 | MG-MONTAGUE COUNTY      | 228,178       | 0.5036             | -345.03       | 0.00  | 0.00      | 0.00      | 0.00 | -345.03    |
| 2022 | NH-NOCONA HOSPITAL DIST | 278,170       | 0.1611             | -29.84        | 0.00  | 0.00      | 0.00      | 0.00 | -29.84     |
| 2022 | NO-NOCONA ISD           | 238,170       | 0.8546             | -500.11       | 0.00  | 0.00      | 0.00      | 0.00 | -500.11    |
| 2023 | MG-MONTAGUE COUNTY      | 263,808       | 0.5017             | -661.86       | 0.00  | 0.00      | 0.00      | 0.00 | -661.86    |
| 2023 | NH-NOCONA HOSPITAL DIST | 318,800       | 0.1669             | -128.39       | 0.00  | 0.00      | 0.00      | 0.00 | -128.39    |
| 2023 | NO-NOCONA ISD           | 218,800       | 0.738              | -1,305.75     | 0.00  | 0.00      | 0.00      | 0.00 | -1,305.75  |
|      |                         |               | 4.3822             | -3,450.40     | 0.00  | 0.00      | 0.00      | 0.00 | -3,450.40  |

Quick Link:



**Total Paid -3,450.40**



# WASTELINE ENGINEERING, INC.

P.O. Box 421  
208 South Front Street  
Aledo, Texas 76008  
817-441-1300 p  
817-441-1033 f  
[www.wasteline-eng.com](http://www.wasteline-eng.com)  
TBPELS Firm No. F-1669

June 18, 2024

Montague County  
PO Box 416  
Montague, Texas 76251

Attn: Mr. Mike Mayfield  
Commissioner – Precinct 2

Re: Bid and Construction Phases  
Wastewater Treatment Facility  
County Jail Facility

Gentlemen:

In response to your request for a proposal to provide professional engineering services for the referenced project, Wasteline Engineering, Inc., is pleased to present the following for your consideration.

## **Description of Services**

### A. Bidding Phase

1. The Engineer will respond to inquiries from prospective bidders and prepare addendums as necessary to the contract documents.
2. The Engineer will deliver the sealed bids for construction of the project to the Owner. Owner will open sealed bids, review and receive recommendation from Engineer as to the proper action on the proposals received.
3. The Engineer will prepare formal contract documents for the award of the contract.
4. The Engineer will issue a Notice to Proceed to the Contractor.

### B. Construction Phase

1. The Engineer will attend a preconstruction conference with the Owner and the Contractor to establish a timetable of construction efforts and lines of communication.
2. The Engineer will check samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data which the Contractor may be required to submit, only for conformance with the design concept of the project and compliance with the information given by the approved contract documents.

3. The Engineer will consult and advise the Owner and prepare routine change orders as required and/or requested.
4. The Engineer will make once monthly visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the plans as approved; the Engineer will not be responsible for the techniques and sequences of construction unless outlined by the Project specifications; the Engineer will not be responsible for the Contractor's failure to perform the construction work in accordance with the approved plans; and during such visits, and on the basis of the on-site observations, the Engineer will endeavor to guard the Owner against defects and deficiencies in the work of contractors, and may disapprove work as failing to conform to the approved contract documents. The Owner will be responsible for conducting daily construction observation.
5. Based on his on-site observations and on his review of the Contractor's applications for payment, the Engineer will determine the amount owing to the Contractor and approve in writing payment to the Contractor of such amounts, such approvals of payment shall constitute a representation to the Owner, based upon such observations and review of the data comprising such applications, that the work has, in the opinion of the Engineer, progressed to the point indicated and that, to the best of his knowledge, information, and belief, the quality of the work is in general accordance with the approved contract documents. Engineer shall collect lien waivers as applicable from the contractors and provide to owner with request for payment.
6. The Engineer will review the revised contract drawings ("Record drawings") provided by the Contractor which will show the work as actually constructed.
7. The Engineer will conduct, in company with the Owner, a final inspection of the project for general conformance with the design concept of the project and compliance with the information given by the approved plans, and approve in writing final payment to the Contractor.

**The cost of the above services will be a lump sum fee of \$24,980.00.**

### **Payment Schedule**

Billings: monthly on the basis of percent (%) complete

Billings will be made monthly for work performed on this project. All billings are due in full thirty (30) days following submittal for payment. Billings shall be presented electronically to owner or owner's designated recipient.

If this proposal meets with your approval, please signify your acceptance by executing this document and Attachment "A". Please return an executed copy of this agreement and an initialed Attachment "A" as your authorization for us to begin our efforts.

We look forward to working with you on this project. Should you have questions concerning any of the above, please do not hesitate to contact this office. Thank you for the opportunity to provide these services to Montague County.

Very truly yours,  
**WASTELINE ENGINEERING, INC.**



Glenn Breisch, P.E.  
President

**ACCEPTED BY:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



## ATTACHMENT A Terms and Conditions

Wasteline Engineering, Inc., (the "Engineer") shall perform the services outlined in the agreement for the stated fee arrangement.

### **Access to Site:**

Unless otherwise stated, the Engineer will have access to the site for activities for the performance of the services. The Engineer will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

### **Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and the Engineer shall be submitted to non-binding mediation. Client and Engineer agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### **Billings/Payments:**

Invoices for the Engineer's services shall be submitted, at the Engineer's option, either upon completion of such services or on a monthly basis. *Invoices shall be payable within thirty (30) days after the invoice date.* If the invoice is not paid within sixty (60) days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

### **Late Payments:**

Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event any portion of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### **Indemnification:**

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement.

The Engineer is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. The Client is not obligated to indemnify the Engineer in any manner whatsoever for the Engineer's own negligence.

### **Certifications:**

Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Engineer cannot ascertain.

### **Termination of Services:**


This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### **Ownership of Documents:**

All documents produced by the Engineer under this agreement are and shall remain the property of the Engineer as instruments of service and may not be used by the Client for any other endeavor without the written consent of the Engineer. Should the Client desire copies of said documents, paper copiers shall be made available.

### **Limitation of Liability:**

*In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of the agreement from any cause or causes, shall not exceed the total amount of the Engineer's fee for the project (\$24,980.00). Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.*

Initial here: \_\_\_\_\_ (Client)  (Engineer)