

CITY COUNCIL REGULAR MEETING

Tuesday, February 08, 2022 at 5:30 PM

Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043



AGENDA

City Hall will be open to the public.

Citizens can view or listen live by tuning in to the following Zoom.com webinar:

Meeting ID: 897 9371 3530 • Passcode 454279 • or dial 1-346-248-7799

CALL TO ORDER

Invocation, Pledge of Allegiance, Roll Call

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person.)*

CONSENT AGENDA *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

1. Consider approval or other action regarding the minutes of the Special City Council Meeting held on January 3, 2022; minutes of the Regular City Council Meeting held on January 11, 2022; minutes of the Special City Council Meeting held on January 24, 2022; and minutes of the Special City Council Meeting held on January 31, 2022.
2. Consider approval or other action regarding an accounts payable report for payments made during January 2022. (R Sosol)
3. Consider approval or other action regarding a financial report for January 2022.
4. Consider approval or other action on Ordinance amending garage sale sign requirements.
5. Consider approval or other action on Ordinance Amending Construction and Development Related Fees.
6. Consider approval or other action on revised job description for Administrative Assistant/Municipal Court Clerk position.
7. Consider approval or other action on authorizing the Mayor to sign eHT Project No. 5722, Work Order No. 38 for \$7,500 for Notifications & Emergency Preparedness Plan.
8. Consider approval or other action on amended Hotel Occupancy Tax Interlocal Agreement with Somervell County.

STAFF REPORTS

9. **Public Works Director Report**
- Update on progress of city projects

- 10. Police Chief Report**
- Police Activity Report
- 11. Building/Planning/Code Enforcement Report**
- Update on progress of city projects
- 12. CVB Director Report**
- Update on upcoming projects
- 13. City Administrator Report**
- 14. City Secretary Report**

MAYOR AND COUNCIL MEMBER REPORTS

INDIVIDUAL ITEMS FOR CONSIDERATION

- 15.** Discussion, consideration and possible action regarding recommendations from Historic Preservation Committee regarding the 2021/2022 Glen Rose Historic Property Tax Exemptions
- 16.** Discussion, consideration, and possible action on a Request for Proposals for Municipal Solid Waste Collection Services.
- 17.** Discussion, consideration, and possible action on an Ordinance Amending the City's Trash Collection Rates.
- 18.** Discussion, Consideration and Possible Action regarding procedures, fees and terminology regarding the billing for the City of Glen Rose Water Department.
- 19.** Discussion, Consideration and Possible Action regarding current hiring practices for the City of Glen Rose and the Committee designated to interview and hire new City Secretary.
- 20.** Discussion, consideration, and possible action on proposals received in response to the City's Comprehensive Plan Request for Proposals.
- 21.** Discussion, consideration, and possible action regarding authorization of Election Judge and Alternate Judge for the May 7, 2022 General Election.
- 22.** Discussion, consideration, and possible action regarding Joint Election Agreement / Interlocal Agreement between the City of Glen Rose, Glen Rose ISD, and the Somervell County Hospital District.

EXECUTIVE SESSION

- 23.** Executive Session: 551.071. Consultation with Attorney – regarding pending litigation – Disannexation.
- 24.** Executive Session: Tx Gov Code 551.073 - Real Property (Demetra Conrad)

ACTION ON EXECUTIVE SESSION

- 25.** Discussion, consideration, and possible action regarding item discussed in Executive Session – Consultation with City Attorney regarding litigation for Disannexation.

- 26.** Discussion, consideration, and possible action regarding item discussed in Executive Session – Real Property.

ADJOURN

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: Thursday, February 3, 2022, by 5:30 PM and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.

STEPHANIE McDONALD
City Secretary

Certification of NOTICE OF MEETING was removed on: _____ at _____ am/pm

by _____ . _____



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Consider approval or other action regarding the minutes of the Special City Council Meeting held on January 3, 2022; minutes of the Regular City Council Meeting held on January 11, 2022; minutes of the Special City Council Meeting held on January 24, 2022; and minutes of the Special City Council Meeting held on January 31, 2022.		
PREPARED BY:	City Secretary McDonald	DATE SUBMITTED:	02/01/2021
EXHIBITS:	Minutes for the January 3, 2022, Special City Council Meeting; Minutes for the January 11, 2022, Regular City Council Meeting; Minutes for the January 24, 2022, Special City Council Meeting; Minutes for the January 31, 2022, Special City Council Meeting		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			

MINUTES OF THE CITY OF GLEN ROSE CITY COUNCIL SPECIAL MEETING

Monday, January 03, 2022 at 5:30 PM

The City Council of the City of Glen Rose met in a Regular Meeting on Monday, January 03, 2022 in the Glen Rose City Hall, Council Chambers, 201 NE Vernon, Glen Rose, TX 76043 at 5:30 PM to consider the following items of business:

City Hall will be open to the public.

Citizens can view or listen live by tuning in to the following Zoom.com webinar:

Meeting ID: 878 8814 3679 • Passcode 496097 • or dial 1-346-248-7799

CALL TO ORDER – Mayor Douglas called the meeting to order at 5:30 pm.

Invocation – led by Michael Leamons

Pledge of Allegiance – led by Mayor Douglas

Roll Call

Council Present

Mayor Julia Douglas
Mayor Pro Tem Chip Joslin
Councilmember Demetra Conrad
Councilmember Kelly Harris
Councilmember George Freas
Councilmember TJ Walker

Staff Present

City Administrator Michael Leamons
City Secretary Stephanie McDonald
Public Works Director Jim Holder
Building Official Kyle Reeves

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person.)*

There were no citizen comments.

WORKSHOP

1. Workshop: City's Comprehensive Plan

Council reviewed the 2009 Comprehensive Plan in detail.

INDIVIDUAL ITEMS FOR CONSIDERATION

2. Discussion, consideration, and possible action regarding the City's Comprehensive Plan.

City Administrator presented the item to Council.

Council took no action but directed staff to provide RFP(s) for Bids to update our current 2009 Comprehensive Plan and to Create a new Comprehensive Plan.

3. Discussion, consideration, and possible action regarding schedule for possible special meeting in January.

City Administrator Leamons presented the item to Council.

Due to the length of the items for the January 11, 2022 Regular City Council Meeting, Council was asked if they would like to schedule a Special Meeting to discuss some of the items separately.

Council agreed to conduct the meeting as presented and if time became an issue, they would recess the meeting until the following day.

No action was taken.

ADJOURN

With no further business before Council, Mayor Douglas adjourned the meeting at 6:37 pm.

APPROVED:

Julia Douglas, Mayor

ATTEST:

Stephanie McDonald, City Secretary

MINUTES OF THE CITY OF GLEN ROSE CITY COUNCIL REGULAR MEETING

Tuesday, January 11, 2022, at 5:30 PM

The City Council of the City of Glen Rose met in a Regular Meeting on Tuesday, January 11, 2022, in the Glen Rose City Hall, Council Chambers, 201 NE Vernon, Glen Rose, TX 76043 at 5:30 PM to consider the following items of business:

City Hall will be open to the public.

Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 892 3304 1410 • Passcode 006897 • or dial 1-346-248-7799

CALL TO ORDER – Mayor Douglas called the meeting to order at 5:30pm.

Invocation – led by Michael Leamons

Pledge of Allegiance – led by Mayor Douglas

Roll Call

Council Present

Mayor Julia Douglas
Mayor Pro Tem Chip Joslin
Councilmember Kelly Harris
Councilmember George Freas
Councilmember TJ Walker

Staff Present

City Administrator Leamons
City Secretary McDonald
Chief of Police Buck Martin
Public Works Director Jim Holder
Building Official Kyle Reeves
City Attorney Brady Pendleton

Council Absent

Councilmember Demetra Conrad

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person.)*

Citizen Helen Kerwin addressed City Council regarding Big Rocks Parking.

There were no additional citizen comments.

CONSENT AGENDA *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

Items 2, 3, and 4 were pulled from the consent agenda to discuss separately.

1. **Consider approval or other action regarding the minutes of the Regular City Council Meeting held on December 14, 2021. (S Ritchie)**
5. **Consider approval or other action regarding annual review of the City's Financial Policy.**

Motion made by Councilmember Harris, Seconded by Councilmember Walker to approve item 1 and adopt Resolution adopting the City's Financial Policy as presented for item #5.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Freas, Councilmember Walker

2. Consider approval or other action regarding on accounts payable report for payments made during December 2021. (R Sosol)

Councilmembers asked for clarification on several line items.

City Administrator Leamons responded with details.

Motion made by Councilmember Walker, Seconded by Councilmember Harris to approve the December 2021 Accounts Payable report as presented.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

3. Consider approval or other action regarding a financial report for December 2021.

City Council asked questions regarding the City's Financial reports.

Motion made by Mayor Pro Tem Joslin, Seconded by Councilmember Freas to approve the December 2021 Financial Report as presented.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

4. Consider approval or other action regarding annual review of the City's Investment Policy.

City Council asked City Administrator Leamons about the City's current Investment Policy.

Council directed staff to look in the possibility of putting some funds in to bonds.

Motion made by Councilmember Walker, Seconded by Councilmember Harris to adopt resolution adopting the City's Investment Policy as presented.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

STAFF REPORTS

6. Police Chief Report

- Police Activity Report

7. Public Works Director Report

- Update on progress of city projects

8. Building/Planning/Code Enforcement Report

- Update on progress of city projects

Animal Control

- Animal Control Activity Report

9. CVB Director Report

- Update on upcoming projects

10. City Administrator Report**11. City Secretary Report****MAYOR AND COUNCIL MEMBER REPORTS**

There were no reports presented.

PUBLIC HEARING

Mayor Douglas called the Public Hearing to order at 5:56 pm.

- 12. Board of Adjustment - Public hearing regarding a request of Mitchell and Kim Ellis, owners, for a variance request from the minimum setback requirements for carports and accessory buildings in order to construct an accessory building in the front portion of residential lot located at 1800 Texas Drive; Tract: 169-6, Abst: A136-GP, GIBBS INDUSTRIAL PARK ABST 136 MILAM CO SCH LD, LOT 169-6, ACRES 18.78**

There were no citizen comments.

Mayor Douglas closed the Public Hearing at reconvened the Regular Session at 5:56pm.

INDIVIDUAL ITEMS FOR CONSIDERATION

- 13. Board of Adjustment – Discussion, consideration, and possible action regarding a request from Mitchell and Kim Ellis, owners, for a variance request from the minimum setback requirements for carports and accessory buildings in order to construct an accessory building in the front portion of residential lot located at 1800 Texas Drive; Tract: 169-6, Abst: A136-GP, GIBBS INDUSTRIAL PARK ABST 136 MILAM CO SCH LD, LOT 169-6, ACRES 18.78**

Building Official Kyle Reeves presented the item to Council.

Property owner Mitchell Ellis addressed Council and answered questions regarding the request. He stated that the property was 18 acres and not visible from other lots. He stated that the accessory building would be approximately 300 feet from the front door; 300 feet from the entrance at Texas Drive; and 100 feet off the driveway.

Council stated that this accessory building was NOT to be used for a residence or rental.

Motion made by Councilmember Freas, Seconded by Councilmember Harris to approve the request to locate an accessory building in the front portion of the yard as discussed.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

14. Discussion, consideration, and possible action regarding re-appointment of Associate Municipal Court Judge, Ray Ballman.

City Secretary McDonald presented the item to Council.

Judge Ray Ballman introduced himself to the Council.

Motion made by Mayor Pro Tem Joslin, Seconded by Councilmember Walker to approve resolution as presented and appoint Ray Ballman as the City of Glen Rose Alternate Judge.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

15. Discussion, consideration, and possible action regarding the appointment of two (2) new members to the Planning and Zoning Board.

City Secretary McDonald presented item to Council.

There were no citizen comments.

Each applicant in attendance (Joe Boles, Tracy Brown, Greg Canton, Jeff Finn, Stanley Stover) addressed Council, introduced themselves and answered questions.

Councilmember Freas nominated Joe Boles and Greg Clanton as recommended by the Planning and Zoning Commission. There were no additional nominations. Nominations were closed.

Motion made by Councilmember Freas, Seconded by Councilmember Harris to appoint Joe Boles and Greg Clanton to serve two years on the Planning and Zoning Board.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

16. Discussion, consideration, and possible action regarding Ordinance for the abandonment of portion of the alley way between 3rd and 4th Streets running between Clay and Elm Streets.

City Secretary McDonald presented the item to Council stating that in July 1999, the Building Official proposed a concern for lots in what is known as the "Wolf City" area. In June 2001, in reference to the concern with plats in that area the City Council abandoned the alleyways as shown in the meeting minutes for that date. Each property owner, as needed, would provide a Quit Claim Deed to the City for Action (at no cost to the city). There have been several that have been accomplished over the years. The property in question is one such area that was authorized in 2001.

Motion made by Mayor Pro Tem Joslin, Seconded by Councilmember Walker to approve Ordinance abandoning alleyway as presented.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

17. Discussion, consideration, and possible action regarding financial audit by Merritt, McLane, and Hamby.

City Administrator Leamons presented Michael Hamby of Merritt, McLane, and Hamby.

Michael Hamby presented the audit findings for the FY 2020/2021 Audit. No discrepancies were found. The City is in a strong financial position with debt ratio 14:1.

Motion made by Councilmember Walker, Seconded by Councilmember Freas to approve the FY 20/21 Audit as presented.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

Mayor Douglas called a short recess at 7:01pm.

Council reconvened into regular session at 7:10pm.

18. Discussion, consideration, and possible action on resolution authorizing the transfer of a water line and fire hydrant at the Somervell County Expo Center to Somervell County.

City Administrator Leamons and Public Works Director Holder presented the item to Council.

Motion made by Councilmember Walker, Seconded by Councilmember Harris moved to adopt Resolution authorizing the transfer of the water line and fire hydrant to Somervell County.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

19. Discussion consideration and possible action on maintenance of Paluxy Summit Subdivision common area improvements.

City Administrator Leamons presented the item to Council noting that paying for meter for decorative lighting is normal. Fountain and drip irrigation are not typically maintained by a municipality. The city's current meter covers the lights, but not the fountain.

Council directed staff to inform the property owner that the City will maintain the existing lights but not the fountain.

No action was taken.

20. Discussion, consideration, and possible action regarding Republic Services rate increase for Solid Waste Services.

City Administrator Leamons presented item and introduced Robyn Mota, Republic Services representative.

Royn Mota addressed Council and answered questions.

Council directed staff to bring additional information to the next regular City Council meeting.

No action was taken.

21. Discussion, consideration, and possible action on Resolution adopting an amended Interlocal Agreement for Hotel Occupancy Tax (HOT) Services.

Councilmember Kelly Harris recused herself at 7:54pm due to conflict of interest.

City Administrator Leamons presented the item to Council.

City Secretary McDonald answered some questions regarding how the current contact is working and how HOT is paid.

Ann Carver, CVB Advisory Boardmember addressed Council.

Motion made by Councilmember Walker, Seconded by Mayor Pro Tem Joslin to authorize the mayor to sign Resolution as presented and amend the HOT Contract with the County as submitted as long as the County is in agreement.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Freas, Councilmember Walker

Councilmember Harris returned to the dais at 8:14pm.

22. Discussion consideration and possible action on “No Parking” Zone Ordinance for NE Barnard Street adjacent to Glen Lake Camp and plans for supplemental parking for Big Rocks Park.

City Administrator Leamons presented the item to Council.

Darren Miller, Glen Lake Camp representative addressed Council.

Citizen Dennis Moore stated that the curve at NE Barnard Street is dangerous even when cars are not parked along the side of the road.

Helen Kerwin, Country Woods Inn, addressed Council regarding parking issues on the street and at Big Rocks Park.

Motion made by Mayor Pro Tem Joslin, Seconded by Councilmember Walker to adopt Ordinance with changes as discussed.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Harris, Councilmember Freas, Councilmember Walker

23. Discussion, consideration, and possible action regarding updates to the Building Fee schedules.

Building Official Reeves and City Administrator Leamons presented the item to Council.

Council directed staff to make changes to the fees and bring back to the next Regular City Council meeting on the consent agenda as well as necessary changes to the Garage Sale Ordinance.

No action was taken.

24. Discussion, consideration, and possible action on resolution adopting new Policies and Procedures for the Police Department.

Council directed staff to schedule a meeting dedicated to the Policies and Procedures for the Police Department on January 24, 2022.

No action was taken.

25. Discussion regarding the implication of County Assistance District. (George Freas)

Councilmember George Freas presented the item.

Council created a research committee, composed of, Councilmembers Freas and Walker, as well as Building Official Reeves, PW Director Holder, City Administrator Leamons and to reach out to P&Z applicant Mr. Stover to see if he would be interested in serving on this committee.

No action was taken.

26. Discussion, consideration, and possible action regarding new branding for the City of Glen Rose, Texas, including but not limited to our City logo.

Councilmember Joslin presented the item to Council.

Councilmember Conrad and Councilmember Harris were asked to work on composing a new City logo based on the recently adopted Vision Statement.

No action was taken.

Mayor Douglas recessed the regular meeting at 8:56pm.

EXECUTIVE SESSION

Mayor Douglas called the Executive Session to order at 9:01pm.

27. Texas Government Code, Section 551.074 - Personnel Matters - City Administrator Communication regarding Comprehensive Plan RFP.

Mayor Douglas closed the Executive Session and reconvened into regular session at 9:54pm.

ACTION ON EXECUTIVE SESSION

28. Discussion, consideration, and possible action on item discussed in Executive Session regarding personnel matters - City Administrator Communication regarding Comprehensive Plan RFP.

No action was taken.

ADJOURN

With no further business before the Council, Mayor Douglas adjourned the meeting at 9:55pm.

APPROVED:

Julia Douglas, Mayor

ATTEST:

Stephanie McDonald, City Secretary

MINUTES OF THE CITY OF GLEN ROSE CITY COUNCIL SPECIAL MEETING

Monday, January 24, 2022 at 5:30 PM

The City Council of the City of Glen Rose met in a Regular Meeting on Monday, January 24, 2022 in the Glen Rose City Hall, Council Chambers, 201 NE Vernon, Glen Rose, TX 76043 at 5:30 PM to consider the following items of business:

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 817 8579 6363 • Passcode 989709 • or dial 1-346-248-7799

CALL TO ORDER – *Mayor Douglas called the meeting to order at 5:30 pm.*

Invocation – led by Michael Leamons

Pledge of Allegiance – led by Mayor Douglas

Roll Call

Council Present

Mayor Julia Douglas
Mayor Pro Tem Chip Joslin
Councilmember Demetra Conrad
Councilmember Kelly Harris
Councilmember George Freas
Councilmember TJ Walker

Staff Present

City Administrator Michael Leamons
City Secretary Stephanie McDonald
Chief of Policy Buck Martin

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person.)*

There were no citizen comments.

ITEMS FOR CONSIDERATION

- 1. Discussion, consideration, and possible action regarding proposed Glen Rose Police Department Policies and Procedures.**

Chief of Police Martin presented amendments to Council for review.

Mayor Douglas recessed the meeting at 5:43pm to allow Council time to review the recommended corrections.

Mayor Douglas reconvened the meeting at 6:00pm.

Several corrections / changes were noted.

Motion made by Councilmember Walker, Seconded by Councilmember Harris to approve the presented policy with noted changes / corrections.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker

Mayor Douglas recessed the regular meeting at 6:21pm.

EXECUTIVE SESSION

Mayor Douglas called the Executive Session to order at 6:25pm.

2. Executive Session: 551.071. CONSULTATION WITH ATTORNEY – regarding pending litigation – Disanexation.

Mayor Douglas closed the Executive Session and called the regular meeting to order at 6:45pm.

ACTION ON EXECUTIVE SESSION

3. Discussion, consideration, and possible action regarding item discussed in Executive Session – Consultation with City Attorney regarding litigation for disannexation.

No action was taken.

ADJOURN

With no further business before the Council, Mayor Douglas adjourned the meeting at 6:48pm.

APPROVED:

Julia Douglas, Mayor

ATTEST:

Stephanie McDonald, City Secretary

MINUTES OF THE CITY OF GLEN ROSE CITY COUNCIL SPECIAL MEETING

Monday, January 31, 2022 at 5:30 PM

The City Council of the City of Glen Rose met in a Regular Meeting on Monday, January 31, 2022 in the Glen Rose City Hall, Council Chambers, 201 NE Vernon, Glen Rose, TX 76043 at 5:30 PM to consider the following items of business:

City Hall will be open to the public.
Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 898 1250 6032 • Passcode 976096 • or dial 1-346-248-7799

CALL TO ORDER – *Mayor Douglas called the meeting to order at 5:30pm.*

Invocation – led by Michael Leamons

Pledge of Allegiance – led by Mayor Douglas

Roll Call

Council Present

Mayor Julia Douglas
Mayor Pro Tem Chip Joslin
Councilmember Demetra Conrad
Councilmember Kelly Harris
Councilmember George Freas (arrived at 5:34pm)
Councilmember TJ Walker

Staff Present

City Administrator Michael Leamons
City Secretary Stephanie McDonald
Chief of Policy Buck Martin
Public Works Director Jim Holder

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person.)*

There were no citizen comments.

INDIVIDUAL ITEMS FOR CONSIDERATION

- 1. Discussion, consideration, and possible action regarding proposal from Hilltop Securities to review the City's Investment Policy and make recommendations.**

City Administrator Leamons presented the item to Council.

Council directed staff to move forward with hiring Hilltop Securities to provide a review of the City's Investment Policy and make recommendations.

No action was taken.

- 2. Discussion, consideration, and possible action regarding Ordering General Election for May 2022, and discuss option regarding joint election options with the ISD and Hospital District.**

City Secretary McDonald presented the item to Council.

Motion made by Councilmember Walker, Seconded by Mayor Pro Tem Joslin to adopt Resolution Ordering the May 2022 General Election, authorize the mayor to sign all necessary Election Documents for May 2022 Election.

Voting Yea: Mayor Pro Tem Joslin, Councilmember Conrad, Councilmember Harris, Councilmember Freas, Councilmember Walker

Council directed staff to provide a possible Interlocal Agreement with the ISD and Hospital District to hold a joint election at the next regular City Council meeting.

Mayor Douglas recessed the regular meeting at 6:13pm for a short break.

EXECUTIVE SESSION

Mayor Douglas called the Executive Session to order at 6:17pm.

3. **Executive Session: 551.071. CONSULTATION WITH ATTORNEY – regarding pending litigation – Disanexation.**
4. **Texas Government Code, Section 551.074 - Personnel Matters – Administrative Office**

Mayor Douglas closed the Executive Session and reconvened into Regular Session at 7:59pm.

ACTION ON EXECUTIVE SESSION

5. **Discussion, consideration, and possible action regarding item discussed in Executive Session – Consultation with City Attorney regarding litigation for Disanexation.**

No action was taken.

6. **Discussion, consideration, and possible action on item discussed in Executive Session regarding personnel matters – Administrative Office**

No action was taken.

ADJOURN

With no further business before the Council, Mayor Douglas adjourned the meeting at 8:00pm.

APPROVED:

Julia Douglas, Mayor

ATTEST:

Stephanie McDonald, City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Consider approval or other action regarding an accounts payable report for payments made during January 2022. (R Sosol)		
PREPARED BY:	City Secretary McDonald	DATE SUBMITTED:	02/01/2021
EXHIBITS:	Accounts Payable Report		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			

City of Glen Rose
Council Report
Check Date: 1/1/2022 to 1/31/2022

1/31/2022 4:34: Item 2.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	1/3/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employer 12/1/2021	\$1,124.97
	1/3/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employer 12/5/2021	\$4,165.46
	1/3/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employee 12/19/2021	\$1,967.63
	1/3/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employer 12/19/2021	\$4,106.74
	1/3/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employee 12/5/2021	\$1,995.78
	1/3/2022	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employee 12/1/2021	\$539.00
	1/7/2022	State Comptroller	10-2309	State Fee	Line 1CF -Consolidated Fee	\$6,305.76
	1/7/2022	State Comptroller	10-2302	State Consolidated Fees	1Line 2 - State Consolidated Fee	\$411.30
	1/7/2022	State Comptroller	10-2343	State Traffic Fine	Line 5 ST - State Traffic	\$6,252.45
	1/7/2022	State Comptroller	10-2343	State Traffic Fine	Line 4 STF2 - State Traffic Fine	\$245.38
	1/7/2022	State Comptroller	10-2354	Juror Reimbursement Fee	Line 6 JRF - Juror Reimbursement Fee	\$41.15
	1/7/2022	State Comptroller	10-2355	Indigent Defense Fund	Line 6 Indigent Defense Fund	\$20.58
	1/7/2022	State Comptroller	10-2356	Moving Violation Fee	Line 7 - Moving Violation Fee	\$0.83
	1/7/2022	State Comptroller	10-2365	Truancy Prevention and Diversion Fund	Line - 8 TPD - Truancy Prevention and Diversion Fund	\$12.88
	1/7/2022	State Comptroller	10-2338	OmniBase FTA Fee - Omnibase	Line 9 FTA - Omnibase Fee	\$223.31
	1/7/2022	State Comptroller	10-2348	Time Payment	Line 10 TP - Time Payment Fee	\$14.16
	1/7/2022	State Comptroller	10-2364	Judicial Support Fee	Line 6 JS - Juror Support Fee	\$62.12

City of Glen Rose
Council Report
Check Date: 1/1/2022 to 1/31/2022

1/31/2022 4:34: Item 2.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	1/7/2022	Wyoming Child Support Enforcement	10-2020	Child Support W/H	Case ID 244527 1/2/2022	\$136.15
	1/7/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 1/2/2022	\$240.00
	1/7/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 1/2/2022	\$173.08
	1/7/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 1/2/2022	\$20.77
	1/7/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 1/2/2022	\$398.13
	1/7/2022	Internal Revenue Service	10-2018	Fed Tax W/H	FEDERAL WITHHOLDING 1/2/2022	\$2,232.76
	1/7/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 1/2/2022	\$1,702.38
	1/7/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 1/2/2022	\$398.13
	1/7/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 1/2/2022	\$1,702.38
	1/13/2022	Omnibase	10-2338	OmniBase FTA Fee - Omnibase	4th QT 2021	\$60.00
	1/21/2022	Wyoming Child Support Enforcement	10-2020	Child Support W/H	Case ID 244527 1/16/2022	\$136.15
	1/21/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 1/16/2022	\$240.00
	1/21/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 1/16/2022	\$173.08
	1/21/2022	Office Of Attorney General	10-2020	Child Support W/H	CHSUP 1/16/2022	\$20.77
	1/21/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 1/16/2022	\$390.38

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	1/21/2022	Internal Revenue Service	10-2018	Fed Tax W/H	FEDERAL WITHHOLDING 1/16/2022	\$2,174.23
	1/21/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 1/16/2022	\$1,669.16
	1/21/2022	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 1/16/2022	\$390.38
	1/21/2022	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 1/16/2022	\$1,669.16
	1/24/2022	Mutual Of Omaha	10-2023	Vision Ins W/H	VSNIN 1/2/2022	\$59.99
	1/24/2022	Mutual Of Omaha	10-2029	Dental Ins W/H	Dental Ins 1/2/2022	\$149.45
	1/24/2022	Mutual Of Omaha	10-2021	Life Ins W/H	LIFE 1/2/2022	\$34.76
	1/24/2022	Mutual Of Omaha	10-2024	Health Ins W/H	LTD 1/2/2022	\$81.10
	1/24/2022	Mutual Of Omaha	10-2021	Life Ins W/H	LIFE INS 1/2/2022	\$87.60
	1/24/2022	Mutual Of Omaha	10-2023	Vision Ins W/H	VSNIN 1/16/2022	\$59.94
	1/24/2022	Mutual Of Omaha	10-2029	Dental Ins W/H	Dental Ins 1/16/2022	\$171.88
	1/24/2022	Mutual Of Omaha	10-2021	Life Ins W/H	LIFE 1/16/2022	\$34.76
	1/24/2022	Mutual Of Omaha	10-2024	Health Ins W/H	LTD 1/16/2022	\$81.04
	1/24/2022	Mutual Of Omaha	10-2021	Life Ins W/H	LIFE INS 1/16/2022	\$87.60
	1/28/2022	Colonial Insurance	10-2033	Critical Illness Ins W/H	CRITICAL ILL INS AFTER TAX 1/2/2022	\$22.22
	1/28/2022	Colonial Insurance	10-2033	Critical Illness Ins W/H	CRITICAL ILL INS AFTER TAX 1/16/2022	\$22.22
	1/28/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 1/2/2022	\$6.24

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	1/28/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 1/2/2022	\$89.34
	1/28/2022	Aflac	10-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 1/2/2022	\$56.31
	1/28/2022	Aflac	10-2025	Accident Ins W/H	AFLAC 1/2/2022	\$14.94
	1/28/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Death Rider After Tax 1/2/2022	\$5.10
	1/28/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 1/16/2022	\$6.24
	1/28/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 1/16/2022	\$89.34
	1/28/2022	Aflac	10-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 1/16/2022	\$56.31
	1/28/2022	Aflac	10-2025	Accident Ins W/H	AFLAC 1/16/2022	\$14.94
	1/28/2022	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Death Rider After Tax 1/16/2022	\$5.10
	1/28/2022	Blue Cross Blue Shield	10-2024	Health Ins W/H	Health Ins-Employer 1/2/2022	\$3,333.62
	1/28/2022	Blue Cross Blue Shield	10-2024	Health Ins W/H	HEALTH INSURANCE 1/2/2022	\$207.05
	1/28/2022	Blue Cross Blue Shield	10-2024	Health Ins W/H	Health Ins-Employer 1/16/2022	\$3,297.66
	1/28/2022	Blue Cross Blue Shield	10-2024	Health Ins W/H	HEALTH INSURANCE 1/16/2022	\$207.05
	1/26/2022	HSA Bank	10-2024	Health Ins W/H	HSA City 1/2/2022	\$740.72
	1/26/2022	HSA Bank	10-2024	Health Ins W/H	HSA Employee 2 1/2/2022	\$366.98
	1/26/2022	HSA Bank	10-2024	Health Ins W/H	HSA City 1/16/2022	\$740.69
	1/26/2022	HSA Bank	10-2024	Health Ins W/H	HSA Employee 2 1/16/2022	\$366.97

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
Total						\$51,913.75
Streets & Parks						
	1/7/2022	Atmos Energy	10-40-5405	Gas	Account # 3024900571	\$104.01
	1/7/2022	AT&T Mobility	10-40-5401	Telephone		\$48.60
	1/7/2022	City of Glen Rose	10-40-5404	Water	12-23-2021	\$48.07
	1/7/2022	Cleburne Welding And Industrial Supply	10-40-5100	Supplies	Invoice # 527240	\$32.28
	1/7/2022	Higginbotham Building Center - Glen Rose	10-40-5655	Concrete	December's charges	\$177.43
	1/7/2022	Higginbotham Building Center - Glen Rose	10-40-5100	Supplies	December's charges	\$19.40
	1/7/2022	Smith Supply, Inc.	10-40-5604	Repair & Maint - Struct	December's charges	\$2.74
	1/7/2022	Smith Supply, Inc.	10-40-5120	Tools	December's charges	\$39.26
	1/7/2022	Senergy Petroleum, LLC	10-40-5608	Gas/Oil/Lube	Invoice # SEN-236541	\$788.72
	1/7/2022	Spinks & Green Auto Supply	10-40-5602	Repair & Maint - Equip	Ticket # 0078950	\$152.99
	1/7/2022	Spinks & Green Auto Supply	10-40-5602	Repair & Maint - Equip	Ticket # 779960	\$7.00
	1/7/2022	Texas Bit	10-40-5156	Asphalt	Invoice # 218192	\$312.93
	1/7/2022	Texas Construction Aggregates	10-40-5621	Rock/Gravel/Stone	Invoice # 41	\$190.60
	1/7/2022	Texas Workforce Commission	10-40-5008	Twc	4th Quarter 2021	\$36.49

City of Glen Rose
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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Streets & Parks						
	1/7/2022	TXU Energy	10-40-5403	Electric	Invoice # 055377771124	\$1,075.15
	1/7/2022	TXU Energy	10-40-5421	Street Lighting	Invoice # 055377771124	\$2,405.55
	1/13/2022	Glen Rose Auto Parts	10-40-5600	Vehicle Repair	Wiper blades fleet truck	\$28.20
	1/13/2022	Glen Rose Auto Parts	10-40-5100	Supplies	Chain saw blades	\$45.00
	1/13/2022	Citibank	10-40-5602	Repair & Maint - Equip	Parts for crack seal machine and asphalt trailer burner	\$473.52
	1/13/2022	Citibank	10-40-5108	Uniforms	Uniforms Drew Wilson and Santos DeLa Garza	\$790.01
	1/13/2022	Citibank	10-40-5859	Street Signs	Street signs	\$210.31
	1/13/2022	Mills Crushed Stone Co	10-40-5721	Road Base	2" road base for stock	\$438.48
	1/14/2022	Fuelman	10-40-5608	Gas/Oil/Lube	Statement # NP61400257	\$77.00
	1/21/2022	United Cooperative Services	10-40-5421	Street Lighting	WWTP Electricity	\$104.15
	1/21/2022	AT&T (Scada)	10-40-5401	Telephone	Scada system PW	\$16.47
	1/28/2022	Charter Business	10-40-5401	Telephone	Invoice # 0042013011422	\$41.20
	1/28/2022	Spikes Auto Parts	10-40-5602	Repair & Maint - Equip	Hydraulic hoses Backhoe	\$124.27
	1/28/2022	Spikes Auto Parts	10-40-5602	Repair & Maint - Equip	Hydraulic hoses backhoe	\$124.27
	1/28/2022	Fuelman	10-40-5608	Gas/Oil/Lube	Invoice # NP61451134	\$147.42
Total						\$8,061.52

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non Departmental						
	1/7/2022	Atmos Energy	10-65-5405	Gas	Account # 3024937327	\$100.55
	1/7/2022	City of Glen Rose	10-65-5404	Water	12-23-2021	\$1,123.53
	1/7/2022	Enprotec/Hibbss/Todd	10-65-5202	Engineering	Restaurant site pre development meeting	\$240.00
	1/7/2022	Enprotec/Hibbss/Todd	10-65-5202	Engineering	City Limits & Annexations research	\$190.00
	1/7/2022	Merritt, Mclane And Hamby, P.C.	10-65-5200	Audit	Invoice # 2021-81	\$10,500.00
	1/7/2022	Brenda L. James	10-65-5226	Cpa	Invoice # 1036	\$412.50
	1/7/2022	Kinect Communications, LLC	10-65-5401	Telephone	Bill # 3078	\$405.47
	1/7/2022	TXU Energy	10-65-5403	Electric	Invoice # 055377771124	\$312.10
	1/7/2022	USPS	10-65-5106	Postage	P.O.BOX fee	\$138.00
	1/13/2022	River Oaks Printing	10-65-5109	Office Supplies	Invoice # 86268	\$300.00
	1/13/2022	Purchase Power	10-65-5106	Postage	Account # 8000-9000-0058-3215	\$100.34
	1/13/2022	Purchase Power	10-65-5217	Postage, Copier Lease	Account # 8000-9000-0058-3215	\$5.00
	1/13/2022	Citibank	10-65-5041	Employee Appreciation	Employee appreciation dinner	\$180.00
	1/21/2022	3cGeo	10-65-5202	Engineering	Invoice # 2202550	\$400.00
	1/21/2022	Charter Business	10-65-5401	Telephone	Internet services City Hall	\$522.39
	1/21/2022	Charter Business	10-65-5402	Internet	Internet services City Hall	\$482.38
	1/21/2022	Petty Cash/City of Glen Rose	10-65-5106	Postage	Postage for check sent to Canada	\$1.30

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non Departmental						
	1/21/2022	TXU Energy	10-65-5403	Electric	Christmas Lights 2021	\$42.59
	1/21/2022	Xerox Corporation	10-65-5217	Postage, Copier Lease	Invoice # 015201110	\$478.25
	1/28/2022	Amy Meindl	10-65-5100	Supplies	Downtown Bridge Decorating	\$24.82
	1/28/2022	Windstream	10-65-5401	Telephone	Monthly fax & long distance CH	\$57.44
Total						\$16,016.66
Law Enforcement						
	1/7/2022	Axon Enterprise, Inc.	10-90-5603	Equipment	Invoice ID INUS037857	\$456.00
	1/7/2022	AT&T Mobility	10-90-5401	Telephone	AT&T Mobility	\$82.65
	1/7/2022	City of Glen Rose	10-90-5404	Water	12-23-2021	\$48.07
	1/7/2022	TXU Energy	10-90-5403	Electric	Invoice # 055377771124	\$155.28
	1/13/2022	Citibank	10-90-5608	Gas/Oil/Lube	Gasoline Police Patrols	\$80.50
	1/13/2022	Citibank	10-90-5109	Office Supplies	Office supplies	\$14.07
	1/21/2022	Petty Cash/City of Glen Rose	10-90-5801	Miscellaneous Exp	Car wash money for patrol cars	\$20.00
Total						\$856.57
Legislative						
	1/7/2022	AT&T Mobility	10-05-5145	Exp Mayor & Council	AT&T Mobility	\$46.40
	1/13/2022	Demetra Conrad	10-05-5055	Mayor & Council Pay	Council Pay 1st QT 21-22	\$300.00

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Legislative						
	1/13/2022	John Merrill Joslin IV	10-05-5055	Mayor & Council Pay	Council Pay 1st QT 21-22	\$300.00
	1/13/2022	Julia Douglas	10-05-5055	Mayor & Council Pay	Mayor Pay 1st QT 21-22	\$750.00
	1/13/2022	Kelly Harris	10-05-5055	Mayor & Council Pay	Council Pay 1st QT 21-22	\$300.00
	1/13/2022	Tereca J. Walker	10-05-5055	Mayor & Council Pay	Council Pay 1st QT 21-22	\$200.00
	1/13/2022	George Freas	10-05-5055	Mayor & Council Pay	Council Pay 1st QT 21-22	\$200.00
	1/13/2022	Citibank	10-05-5503	Mayor & Council Training	New Elected Official Training (TJ Walker and George Freas)	\$350.00
	1/13/2022	Citibank	10-05-5145	Exp Mayor & Council	December Charges	(\$31.61)
	1/21/2022	Brady Pendleton	10-05-5201	Attorney	Invoice # 00366	\$4,000.00
Total						\$6,414.79
Code Enforcement						
	1/7/2022	AT&T Mobility	10-50-5401	Telephone		\$46.40
	1/7/2022	O'Reilly Automotive, Inc.	10-50-5600	Vehicle Repair	Customer # 2888622	\$21.47
	1/7/2022	Texas Workforce Commission	10-50-5008	Twc	4th Quarter 2021	\$185.66
	1/7/2022	Texas Workforce Commission	10-50-5008	Twc	4th Quarter 2021	\$45.36
	1/13/2022	Purchase Power	10-50-5106	Postage	Account # 8000-9000-0058-3215	\$628.02
	1/13/2022	Citibank	10-50-5801	Miscellaneous Exp	Name tags for CE staff	\$27.80
	1/28/2022	Glen Rose Reporter	10-50-5210	Legal Notices & Advertising	Notice of Public Hearing	\$61.00

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10 - GENERAL FUND						
Code Enforcement						
	1/28/2022	Glen Rose Reporter	10-50-5210	Legal Notices & Advertising	Transaction # 300501175	\$53.00
	1/28/2022	Glen Rose Reporter	10-50-5000	Wages Code Enforcement	Transaction # 300501183	\$89.00
	1/28/2022	Fuelman	10-50-5608	Gas/Oil/Lube	Invoice # NP61451134	\$46.48
Total						\$1,204.19
Animal Control						
	1/7/2022	AT&T Mobility	10-55-5401	Telephone	AT&T Mobility	\$92.80
	1/7/2022	Higginbotham Building Center - Glen Rose	10-55-5100	Supplies	December's charges	\$44.89
	1/7/2022	TXU Energy	10-55-5403	Electric	Invoice # 055377771124	\$359.51
	1/13/2022	Tractor Supply Credit Plan	10-55-5108	Uniforms	December Charges	\$27.08
	1/13/2022	Tractor Supply Credit Plan	10-55-5165	Euth. & Medication	December Charges	\$27.99
	1/13/2022	Dinosaur Valley Pest Service	10-55-5203	Contract Labor	Invoice # 21477	\$65.00
	1/13/2022	Glen Rose Veterinary Clinic	10-55-5165	Euth. & Medication	Invoice # 133339	\$47.00
	1/13/2022	Glen Rose Veterinary Clinic	10-55-5165	Euth. & Medication	Invoice # 133340	\$13.00
	1/13/2022	Glen Rose Veterinary Clinic	10-55-5165	Euth. & Medication	Invoice # 133341	\$33.00
	1/13/2022	Glen Rose Veterinary Clinic	10-55-5165	Euth. & Medication	Invoice # 133533	\$36.00
	1/13/2022	Citibank	10-55-5108	Uniforms	Uniforms Christy Wilson	\$391.36

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Animal Control						
	1/13/2022	Citibank	10-55-5165	Euth. & Medication	Medical supplies Animal Control	\$128.53
	1/13/2022	Citibank	10-55-5500	Training	Training class Code Enforcement Christy Wilson	\$500.00
	1/13/2022	Citibank	10-55-5801	Miscellaneous Exp	Office supplies Animal Control	\$15.99
	1/28/2022	Squaw Valley Veterinary	10-55-5237	Adoption Reimbursement	Animal # D-5815 (Neuter)	\$65.00
	1/28/2022	Squaw Valley Veterinary	10-55-5237	Adoption Reimbursement	Animal # D-5542	\$65.00
	1/28/2022	Nextlink Broadband	10-55-5402	Internet	Invoice # N125102766-52	\$110.83
	1/28/2022	Fuelman	10-55-5608	Gas/Oil/Lube	Invoice # NP61451134	\$77.00
Total						\$2,099.98
Administration						
	1/7/2022	AT&T Mobility	10-60-5401	Telephone		\$46.40
	1/7/2022	AT&T Mobility	10-60-5401	Telephone		\$95.40
	1/7/2022	O'Reilly Automotive, Inc.	10-60-5600	Vehicle Repair	Customer # 2888622	\$21.47
	1/7/2022	TXU Energy	10-60-5406	CVB/Oakdale Electric	Invoice # 055377771124	\$4,503.16
	1/13/2022	Citibank	10-60-5401	Telephone	Data Storage Jim Holder cellphone	\$0.99
	1/13/2022	Citibank	10-60-5801	Miscellaneous Exp	Supplies for audit	\$32.13
	1/13/2022	Citibank	10-60-5803	Software	Software for City Secretary computer	\$15.93
	1/13/2022	Citibank	10-60-5501	Travel	NTTA account deposit	\$142.84

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10 - GENERAL FUND						
Administration						
	1/13/2022	Citibank	10-60-5109	Office Supplies	Office supplies	\$42.54
	1/13/2022	Citibank	10-60-5218	Legal Updates	Election hanbook	\$60.00
	1/13/2022	Citibank	10-60-5500	Training	Election Law Seminar Stephanie Mcdonal	\$460.00
	1/13/2022	Citibank	10-60-5500	Training	TX Municipal Law Manual	\$235.00
	1/13/2022	Citibank	10-60-5109	Office Supplies	Office Supplies	\$18.29
	1/13/2022	Citibank	10-60-5803	Software	Software for City Secretary computer	\$75.76
	1/21/2022	Petty Cash/City of Glen Rose	10-60-5804	Service Fees	Open records request copies	\$60.00
	1/21/2022	Petty Cash/City of Glen Rose	10-60-5801	Miscellaneous Exp	Water for meetings/City Hall	\$23.52
Total						\$5,833.43
Municipal Court						
	1/28/2022	Mickey Garrett	10-80-5203	Contract Labor	January judge's services	\$500.00
	1/13/2022	River Oaks Printing	10-80-5109	Office Supplies	Invoice # 86268	\$77.74
	1/13/2022	Purchase Power	10-80-5106	Postage	Account # 8000-9000-0058-3215	\$249.31
Total						\$827.05

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non-Departmental						
	1/3/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employer 12/1/2021	\$555.18
	1/3/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employer 12/5/2021	\$1,317.01
	1/3/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employee 12/19/2021	\$639.12
	1/3/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employer 12/19/2021	\$1,333.94
	1/3/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employee 12/5/2021	\$631.01
	1/3/2022	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employee 12/1/2021	\$266.00
	1/7/2022	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employer 1/2/2022	\$132.67
	1/7/2022	Internal Revenue Service	20-2018	Fed Tax W/H	FEDERAL WITHHOLDING 1/2/2022	\$806.39
	1/7/2022	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employee 1/2/2022	\$567.30
	1/7/2022	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employee 1/2/2022	\$132.67
	1/7/2022	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employer 1/2/2022	\$567.30
	1/21/2022	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employer 1/16/2022	\$135.48
	1/21/2022	Internal Revenue Service	20-2018	Fed Tax W/H	FEDERAL WITHHOLDING 1/16/2022	\$778.92
	1/21/2022	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employee 1/16/2022	\$579.33
	1/21/2022	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employee 1/16/2022	\$135.48

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20 - UTILITY FUND						
Non-Departmental						
	1/21/2022	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employer 1/16/2022	\$579.33
	1/24/2022	Mutual Of Omaha	20-2023	Vision Ins W/H	VSNIN 1/2/2022	\$24.09
	1/24/2022	Mutual Of Omaha	20-2029	Dental Ins W/H	Dental Ins 1/2/2022	\$152.53
	1/24/2022	Mutual Of Omaha	20-2021	Life Ins W/H	LIFE 1/2/2022	\$15.80
	1/24/2022	Mutual Of Omaha	20-2024	Health Ins W/H	LTD 1/2/2022	\$28.70
	1/24/2022	Mutual Of Omaha	20-2021	Life Ins W/H	LIFE INS 1/2/2022	\$41.56
	1/24/2022	Mutual Of Omaha	20-2023	Vision Ins W/H	VSNIN 1/16/2022	\$24.08
	1/24/2022	Mutual Of Omaha	20-2029	Dental Ins W/H	Dental Ins 1/16/2022	\$152.48
	1/24/2022	Mutual Of Omaha	20-2021	Life Ins W/H	LIFE 1/16/2022	\$15.80
	1/24/2022	Mutual Of Omaha	20-2024	Health Ins W/H	LTD 1/16/2022	\$28.69
	1/24/2022	Mutual Of Omaha	20-2021	Life Ins W/H	LIFE INS 1/16/2022	\$41.56
	1/26/2022	Jim Gartrell	20-2003	Meter Refunds Payable	Refunds	\$134.00
	1/26/2022	Brenda Boyd	20-2003	Meter Refunds Payable	Refunds	\$138.29
	1/28/2022	Colonial Insurance	20-2025	Accident Ins W/H	COLONIAL ACCIDENT 1/2/2022	\$18.68
	1/28/2022	Colonial Insurance	20-2025	Accident Ins W/H	COLONIAL ACCIDENT 1/16/2022	\$18.68
	1/28/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 1/2/2022	\$4.74
	1/28/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 1/2/2022	\$54.06

City of Glen Rose
Council Report
Check Date: 1/1/2022 to 1/31/2022

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non-Departmental						
	1/28/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 1/16/2022	\$4.74
	1/28/2022	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 1/16/2022	\$54.06
	1/28/2022	Blue Cross Blue Shield	20-2024	Health Ins W/H	Health Ins-Employer 1/2/2022	\$1,132.84
	1/28/2022	Blue Cross Blue Shield	20-2024	Health Ins W/H	HEALTH INSURANCE 1/2/2022	\$41.41
	1/28/2022	Blue Cross Blue Shield	20-2024	Health Ins W/H	Health Ins-Employer 1/16/2022	\$1,132.80
	1/28/2022	Blue Cross Blue Shield	20-2024	Health Ins W/H	HEALTH INSURANCE 1/16/2022	\$41.41
	1/26/2022	HSA Bank	20-2024	Health Ins W/H	HSA City 1/2/2022	\$471.39
	1/26/2022	HSA Bank	20-2024	Health Ins W/H	HSA Employee 2 1/2/2022	\$20.00
	1/26/2022	HSA Bank	20-2024	Health Ins W/H	HSA City 1/16/2022	\$471.39
	1/26/2022	HSA Bank	20-2024	Health Ins W/H	HSA Employee 2 1/16/2022	\$20.00
Total						\$13,440.91
Water						
	1/7/2022	Atmos Energy	20-10-5405	Gas	Account # 3024900571	\$104.00
	1/7/2022	AT&T Mobility	20-10-5401	Telephone	AT&T Mobility	\$46.40
	1/7/2022	Bio Chem Lab, Inc.	20-10-5238	Lab Fees	Invoice # 21970-1121	\$900.00
	1/7/2022	Bio Chem Lab, Inc.	20-10-5238	Lab Fees	Invoice # 133333-1221	\$66.00
	1/7/2022	DPC Industries, Inc	20-10-5846	Demurrage	Invoice # DE76001684-21	\$112.00

City of Glen Rose
Council Report
Check Date: 1/1/2022 to 1/31/2022

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Water						
	1/7/2022	Enprotec/Hibbss/Todd	20-10-5700	Capital Improvements	Invoice # 2111202	\$3,450.00
	1/7/2022	Enprotec/Hibbss/Todd	20-10-5739	100000 Gallons tank on Bryan St.	Invoice # 2111177	\$1,100.00
	1/7/2022	Higginbotham Building Center - Glen Rose	20-10-5100	Supplies	December's charges	\$21.63
	1/7/2022	Higginbotham Building Center - Glen Rose	20-10-5605	Repair & Maint - Tank	December's charges	\$219.66
	1/7/2022	North Texas Tollway Authority	20-10-5801	Miscellaneous Exp	2009777832	\$76.73
	1/7/2022	Smith Supply, Inc.	20-10-5601	System Repair	December's charges	\$30.98
	1/7/2022	Smith Supply, Inc.	20-10-5601	System Repair	December's charges	\$20.06
	1/7/2022	Senergy Petroleum, LLC	20-10-5608	Gas/Oil/Lube	Invoice # SEN-236541	\$788.72
	1/7/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 3	\$2,063.25
	1/7/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 4	\$2,516.50
	1/7/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 5	\$1,870.75
	1/7/2022	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 6	\$533.75
	1/7/2022	TXU Energy	20-10-5400	Utilities (Elec)	Invoice # 055377771124	\$1,685.96
	1/7/2022	United Ag And Turf	20-10-5737	Capital Improvement Well #4	Invoice # 11805217	\$4,587.09
	1/7/2022	Wallace Control	20-10-5700	Capital Improvements	Invoice # 46121	\$6,125.00
	1/13/2022	Glen Rose Auto Parts	20-10-5700	Capital Improvements	Batteries for generators	\$326.07

City of Glen Rose
Council Report
Check Date: 1/1/2022 to 1/31/2022

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Water						
	1/13/2022	Glen Rose Auto Parts	20-10-5700	Capital Improvements	Sending Unit-Fuel Gauge Gen-Set	\$56.29
	1/13/2022	Glen Rose Auto Parts	20-10-5600	Vehicle Repair	Filter	\$9.96
	1/13/2022	Citibank	20-10-5601	System Repair	Window screen for water tanks	\$499.00
	1/13/2022	Citibank	20-10-5501	Travel	NTTA account deposit	\$107.16
	1/13/2022	Citibank	20-10-5605	Repair & Maint - Tank	Ladder cate and sign for tanks	\$1,639.78
	1/13/2022	DSHS Central Lab	20-10-5238	Lab Fees	Account # CEN.CD3345_122021	\$332.27
	1/13/2022	LCRA	20-10-5238	Lab Fees	Invoice # LAB-0056000	\$425.49
	1/14/2022	Fuelman	20-10-5608	Gas/Oil/Lube	Statement # NP61400257	\$232.77
	1/21/2022	Spinks & Green Auto Supply	20-10-5600	Vehicle Repair	State Vehicle Inspection	\$7.00
	1/21/2022	AT&T (Scada)	20-10-5401	Telephone	Scada system PW	\$16.46
	1/28/2022	Atlas Utility Supply Company	20-10-5652	Meters	Badger meter bases 3/4" (25)	\$1,900.00
	1/28/2022	Atlas Utility Supply Company	20-10-5652	Meters	Badger meter transmitters 3/4" (36)	\$7,020.00
	1/28/2022	Atlas Utility Supply Company	20-10-5601	System Repair	Brass stock, tapping saddles, risers	\$4,079.67
	1/28/2022	Bio Chem Lab, Inc.	20-10-5238	Lab Fees	Water bacteriology	\$66.00
	1/28/2022	Charter Business	20-10-5401	Telephone	Invoice # 0042013011422	\$41.19
	1/28/2022	Fuelman	20-10-5608	Gas/Oil/Lube	Invoice # NP61451134	\$83.73
Total						\$43,161.32

City of Glen Rose
Council Report
Check Date: 1/1/2022 to 1/31/2022

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Sewer						
	1/7/2022	Atmos Energy	20-20-5405	Gas	Account # 3024900571	\$104.00
	1/7/2022	Blue Thumb Service	20-20-5160	Process Chemicals	Ticket # 843841	\$175.00
	1/7/2022	Enprotec/Hibbss/Todd	20-20-5738	Grand Lift Station (Edap)	Invoice # 2111179	\$560.00
	1/7/2022	Enprotec/Hibbss/Todd	20-20-5700	Capital Improvements	Invoice # 2111178	\$3,750.00
	1/7/2022	FM Utilities Inc.	20-20-5700	Capital Improvements	App # 3	\$23,642.03
	1/7/2022	Smith Supply, Inc.	20-20-5601	System Repair	December's charges	\$27.20
	1/7/2022	Senergy Petroleum, LLC	20-20-5608	Gas/Oil/Lube	Invoice # SEN-236541	\$788.72
	1/7/2022	TXU Energy	20-20-5400	Utilities (Elec)	Invoice # 055377771124	\$985.32
	1/7/2022	Wallace Control	20-20-5601	System Repair	Invoice # 46098	\$320.00
	1/14/2022	Fuelman	20-20-5608	Gas/Oil/Lube	Statement # NP61400257	\$83.57
	1/21/2022	Spikes Auto Parts	20-20-5602	Repair & Maint - Equip	Replace Fitting in Sewer Jetter Hose	\$11.99
	1/21/2022	AT&T (Scada)	20-20-5401	Telephone	Scada system PW	\$16.46
	1/28/2022	Charter Business	20-20-5401	Telephone	Invoice # 0042013011422	\$41.19
	1/28/2022	Windstream	20-20-5401	Telephone	Monthly Scada	\$24.76
	1/28/2022	Fuelman	20-20-5608	Gas/Oil/Lube	Invoice # NP61451134	\$221.85
Total						\$30,752.09

City of Glen Rose
Council Report
Check Date: 1/1/2022 to 1/31/2022

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
WWTP						
	1/7/2022	AT&T Mobility	20-21-5401	Telephone		\$92.80
	1/7/2022	Charter Business	20-21-5401	Telephone	Invoice # 0038961122621	\$115.59
	1/7/2022	DPC Industries, Inc	20-21-5115	Chemical Supplies	Invoice # 767006585-21	\$706.06
	1/7/2022	Higginbotham Building Center - Glen Rose	20-21-5604	Repair & Maint - Struct	December's charges	\$9.39
	1/7/2022	Higginbotham Building Center - Glen Rose	20-21-5604	Repair & Maint - Struct	December's charges	\$52.14
	1/7/2022	Higginbotham Building Center - Glen Rose	20-21-5604	Repair & Maint - Struct	December's charges	\$15.82
	1/13/2022	Citibank	20-21-5600	Vehicle Repair	WWTP truck inspection and registration	\$15.50
	1/14/2022	Fuelman	20-21-5608	Gas/Oil/Lube	Statement # NP61400257	\$77.94
	1/21/2022	United Cooperative Services	20-21-5400	Utilities	WWTP Electricity	\$4,749.23
	1/21/2022	Usa Bluebook	20-21-5109	Office Supplies	Office Supplies/Batteries	\$104.80
	1/21/2022	Usa Bluebook	20-21-5604	Repair & Maint - Struct	PVC Tape	\$114.92
	1/21/2022	Usa Bluebook	20-21-5109	Office Supplies	Batteries/Office supplies	\$68.89
	1/21/2022	Bio Chem Lab, Inc.	20-21-5238	Lab Fees	Invoice # 25032-1221	\$1,248.00
	1/28/2022	Windstream	20-21-5401	Telephone	SCADA & Phone WWTP	\$49.50
Total						\$7,420.58
Non Departmental						
	1/7/2022	Merritt, McLane And Hamby, P.C.	20-65-5200	Audit	Invoice # 2021-81	\$10,500.00

City of Glen Rose
Council Report
Check Date: 1/1/2022 to 1/31/2022

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non Departmental						
	1/5/2022	USIO Output Solutions	20-65-5110	Utility Billing Cards	Invoice # 28329	\$182.04
	1/5/2022	USIO Output Solutions	20-65-5106	Postage	Invoice # 0013662	\$561.17
	1/13/2022	Purchase Power	20-65-5106	Postage	Account # 8000-9000-0058-3215	\$22.33
	1/13/2022	Amegy Bank	20-65-5300	Bond Payment & Fee	CO Tax&Waterworks&SewerSystem SurplusRevenue	\$493.50
	1/28/2022	BOKF, NA	20-65-5300	Bond Payment & Fee	COGR TX Tax&Waterworks&SewerSystem	\$40,293.00
	1/31/2022	USIO Output Solutions	20-65-5110	Utility Billing Cards	Postage for mailing water bills	\$546.18
Total						\$52,598.22
Sanitation						
	1/13/2022	Republic Services # 794	20-45-5403	Trash Pickup	Invoice # 0794-015034740	\$32,076.95
Total						\$32,076.95

City of Glen Rose
Council Report
1/1/2022 to 1/31/2022

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Fund Totals

10	GENERAL FUND	\$93,227.94
20	UTILITY FUND	\$179,450.07
	Grand Total:	\$272,678.01



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Consider approval or other action regarding a financial report for January 2022.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	Discussion regarding January Financial Report; Bonded Indebtedness; Sales and Use Tax; Cash and Investment Report; General Ledger Cash Balance Report; Budget Report		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
Attached are several financial reports for Council review and approval.			
RECOMMENDED ACTION:			
Move to approve or deny as presented.			

DISCUSSION ON THE MONTHLY FINANCIAL REPORTS PERIOD ENDING JANUARY 31, 2022

Highlights

The Utility Fund continues to be in the red and the General Fund in the black. The Utility Fund running a deficit comes as no surprise since the budget includes a substantial drawdown of reserves to fund capital improvement projects. We will receive some relief in the Utility Fund when we receive payment from TWDB for the last two outlays on the Grand Avenue Lift Station Project. It is normal to have a strong surplus in the General Fund during this time of year due to the seasonal inflow of property tax revenues.

Report on Reserves

As of December 31st, the City held about \$8.9 million in its various accounts which is roughly \$300,000 more than last month's balance. \$470,491 of the above total are restricted funds (customer deposit, bond payment, HOT, and dedicated court funds), leaving the City a balance of about \$8.4 million in what, primarily, are reserve funds. If the adopted FY 2021-22 goes according to plan, the amount held in reserve will decrease by \$1,770,000 over the course of the year, leaving the City with about \$6.8 million in, primarily, reserve funds. (Usually the drawdown is less than what is budgeted due to lower than expected operating expenditures and capital projects that carry over into the next budget cycle.) The City's total operating budget for FY 2022-22, less capital expenditures, contingency funds, and dedicated court funds, is \$3,680,065. With roughly \$3.7 million in annual operating costs, the current \$8.4 million in reserves would carry the City for about 26 months and the projected \$6.8 million in reserves at the end of this fiscal year would carry the City for about 27 months.

General Ledger Cash Balance Report

As has been mentioned previously, often there are differences between the bank account balances and the general ledger cash balance reports. The general ledger report carries in its balance checks that were written in the past which have never been deposited. Also, the instant a transaction is entered into the general ledger, it shows up in the general ledger report, but it can take days for both deposits and withdrawals to clear the bank and be reflected in our bank account balances.

The general ledger cash balance for the various funds through December 31st is about \$8.8 million, about a \$290,000 increase from a month ago, and an increase of about \$240,000 from a year ago.

General Ledger Report - CVB Fund

As of December 31st, there was \$100.65 in the CVB bank account (enough to cover one check which hasn't been deposited).

General Ledger Cash Balance Report - Court Fund

The amount in the Court Fund has increased by about \$100 from a month ago.

Cash and Investment Report

As noted above, there was about \$8.9 million in the City's accounts as of December 31st, this is roughly \$300,000 more than last month.

Budget Report - General Fund

For the month, revenues exceeded expenditures by about \$330,000 and for the year by about \$680,000.

Budget Report - Utility Fund

For the month, expenditures have exceeded revenues by about \$30,000 and for the year by about \$680,000.

Sales and Use Tax Report

The State has not posted its sales and use tax figures for February (tax on sales made in December) in time to be included in this packet report. The table provided in last month's packet has been updated to show the funds received during January. The January payment came in at \$140,720.76, a 22% increase over last year's payment. For the past 12 months, revenues have increased by 19% over the previous 12 month period.

CITY OF GLEN ROSE
BONDED INDEBTEDNESS AS OF JANUARY 31, 2021

BOND	MATURES	PRINCIPAL	INTEREST	TOTAL	OUTSTANDING
CO/2013 WWTP DESIGN	2022	\$ 370,000	\$ 32,223	\$ 402,223	\$ 35,987
CO/2016 WWTP CONSTRUCTION	2037	\$ 3,520,000	\$ 1,238,912	\$ 4,758,912	\$ 3,751,553

	CO/2013		CO/2016		TOTAL ANNUAL
	WWTP DESIGN		WWTP CONSTRUCTION		PAYMENT
	PAYMENT	INT. RATE	PAYMENT	INT. RATE	
2020-2021			PAID		
2021-2022	\$ 35,987	2.82%	\$ 200,236	1.43%	\$ 236,223
2022-2023			\$ 238,520	1.60%	\$ 238,520
2023-2024			\$ 235,960	1.78%	\$ 235,960
2024-2025			\$ 238,112	1.93%	\$ 238,112
2025-2026			\$ 234,928	2.06%	\$ 234,928
2026-2027			\$ 236,529	2.39%	\$ 236,529
2027-2028			\$ 237,466	2.66%	\$ 237,466
2028-2029			\$ 237,811	2.76%	\$ 237,811
2029-2030			\$ 237,843	3.04%	\$ 237,843
2030-2031			\$ 237,219	3.22%	\$ 237,219
2031-2032			\$ 236,101	3.36%	\$ 236,101
2032-2033			\$ 234,549	3.22%	\$ 234,549
2033-2034			\$ 238,109	3.22%	\$ 238,109
2034-2035			\$ 236,347	3.21%	\$ 236,347
2035-2036			\$ 234,445	3.21%	\$ 234,445
2036-2037			\$ 237,383	3.21%	\$ 237,383
	\$ 35,987		\$ 3,751,553		\$ 3,787,540

NOTE: 1. Payments on interest only are due on February 15th each year and payments on principal and interest are due on August 15th each year for each of the two bond issuances.

2. The CO/2013 WWTP DESIGN AND CO/2016 WWTP CONSTRUCTION DEBT ARE PAID WITH UTILITY SYSTEM REVENUES.

CITY OF GLEN ROSE SALES AND USE TAX REPORT

Report for February Council Packet

	2021	2022	% Change
January	109,714.93	140,720.76	22.03%
	2020	2021	
February	119,025.55	168,437.23	29.34%
March	91,503.74	109,932.23	16.76%
April	83,459.16	101,103.73	17.45%
May	108,165.93	171,528.37	36.94%
June	100,858.20	136,631.88	26.18%
July	114,263.74	129,574.66	11.82%
August	125,484.48	168,800.51	25.66%
September	122,785.60	125,589.65	2.23%
October	110,856.26	127,727.12	13.21%
November	130,155.64	148,290.73	12.23%
December	134,172.50	142,862.07	6.08%
TOTAL	1,350,445.73	1,671,198.94	19.19%

Comparison of sales tax revenue for the most recent 12 month period versus that of a year ago. The number reported for November is for sales made in September. There's always a 2 mc lag.

CASH AND INVESTMENT REPORT FOR THE CITY OF GLEN ROSE		
January 2022		
TEXPOOL		\$3,654,194.15
BANK		\$2,745,520.64
TEXSTAR		\$2,530,750.48
TOTAL		\$8,930,465.27

TEXPOOL		
UTILITY SYSTEM REVENUE BOND RESERVE	0.04%	\$246,141.44
WATER AND SEWER FUND	0.04%	\$1,792,171.19
GENERAL FUND RESERVE	0.04%	\$1,615,881.52
TOTAL TEXPOOL INVESTMENTS		\$3,654,194.15

TexSTAR		
GENERAL	0.01%	\$2,530,750.48

FFB BANK ACCOUNTS		
OAKDALE ELECTRICITY DEPOSIT CD	0.06%	\$20,036.01
HOTEL OCCUPANCY	0.06%	\$100.65
TXCDBG	0.06%	\$5,252.38
TWDB 2016 CONSTRUCTION PROJECT	0.06%	\$12,554.92
COURT TECHNOLOGY FUND	0.06%	\$7,654.35
COURT SECURITY	0.06%	\$8,034.90
MUNICIPAL JURY FUND	0.06%	\$113.26
TRUANCY AND PREVENTION FUND	0.06%	\$5,852.53
CUSTOMER DEPOSIT ACCOUNT	0.06%	\$182,558.30
POOL CASH	0.06%	\$2,523,399.35
TOTAL BANK BALANCES		\$2,745,520.64

Investments are in compliance with the Investment Policy for the City of Glen Rose

CITY OF GLEN ROSE
GENERAL LEDGER CASH BALANCE REPORT BY FUND
January 31, 2022

FUND	CURRENT BALANCE	MONTH AGO BALANCE	YEAR AGO BALANCE
1 GENERAL	\$5,747,579.23	\$5,541,622.23	\$6,041,246.56
2 UTILITY	\$3,109,385.18	\$3,028,865.87	\$2,558,894.16
3 CVB	\$0.00	\$100.65	\$35,167.12
5 COURT*	\$21,691.89	\$21,585.89	\$3,555.93
TOTAL	\$8,878,656.30	\$8,592,174.64	\$8,638,863.77

*The Court Fund includes amounts dedicated to security, technology, truancy prevention, and jury reimbursement.

City of Glen Rose
Financial Statement
As of January 31, 2022

1/28/2022 4

Item 3.

10 - GENERAL FUND	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Property & Sales Tax							
10-4000 Sales Tax	140,720.76	125,000.00	15,720.76	559,600.68	1,500,000.00	37.31%	940,399.32
10-4001 Mixed Drinks Tax	1,475.14	2,166.67	(691.53)	7,147.11	26,000.00	27.49%	18,852.89
10-4002 Gross Receipts Tax	1,666.69	16,666.67	(14,999.98)	21,455.75	200,000.00	10.73%	178,544.25
10-4005 Property Taxes	287,293.65	65,148.33	222,145.32	506,836.38	781,780.00	64.83%	274,943.62
10-4010 Property Taxes (Delinquent)	3,586.38	1,416.67	2,169.71	11,109.65	17,000.00	65.35%	5,890.35
Property & Sales Tax Totals	434,742.62	210,398.34	224,344.28	1,106,149.57	2,524,780.00	43.81%	1,418,630.43
Interest Income							
10-4006 Penalties & Interest	108.82	833.33	(724.51)	2,861.17	10,000.00	28.61%	7,138.83
10-4500 Interest Income	0.00	333.33	(333.33)	475.11	4,000.00	11.88%	3,524.89
Interest Income Totals	108.82	1,166.66	(1,057.84)	3,336.28	14,000.00	23.83%	10,663.72
Other Revenue Sources							
10-4200 Permits	3,688.64	7,500.00	(3,811.36)	38,386.40	90,000.00	42.65%	51,613.60
10-4700 Miscellaneous Income	46.77	1,250.00	(1,203.23)	3,752.26	15,000.00	25.02%	11,247.74
10-4703 Vrc Loan Repayment	0.00	833.33	(833.33)	5,000.00	10,000.00	50.00%	5,000.00
Other Revenue Sources Totals	3,735.41	9,583.33	(5,847.92)	47,138.66	115,000.00	40.99%	67,861.34
Fines, Fees & Forfeitures							
10-4300 Pound Fees	0.00	41.67	(41.67)	280.00	500.00	56.00%	220.00
10-4301 Municipal Court Fine Revenue	878.00	5,833.33	(4,955.33)	12,763.74	70,000.00	18.23%	57,236.26
10-4303 Deferred Adjudication	150.00	1,583.33	(1,433.33)	2,759.24	19,000.00	14.52%	16,240.76
10-4305 Time Payment Reimbursement	0.00	41.67	(41.67)	234.00	500.00	46.80%	266.00
10-4316 Court Costs	200.90	1,375.00	(1,174.10)	2,579.01	16,500.00	15.63%	13,920.99
10-4318 Warrant Fee-Muni Court	200.00	16.67	183.33	650.00	200.00	325.00%	(450.00)
10-4320 Court Col Fee	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-4322 Indigent Fee	0.00	45.83	(45.83)	0.00	550.00	0.00%	550.00

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10 - GENERAL FUND	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines, Fees & Forfeitures							
10-4331 Clear The Shelter	0.00	166.67	(166.67)	829.00	2,000.00	41.45%	1,171.00
10-4332 County Res Impound Fee	320.00	83.33	236.67	685.00	1,000.00	68.50%	315.00
10-4345 Quarantine Fee	0.00	29.17	(29.17)	0.00	350.00	0.00%	350.00
10-4346 Boarding Fee	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-4347 Adopting Fee	0.00	125.00	(125.00)	580.00	1,500.00	38.67%	920.00
10-4348 Euthanasia Fee	50.00	16.67	33.33	125.00	200.00	62.50%	75.00
Fines, Fees & Forfeitures Totals	1,798.90	9,391.68	(7,592.78)	21,484.99	112,700.00	19.06%	91,215.01
Grants & Donations							
10-4330 Donations	565.00	50.00	515.00	565.00	600.00	94.17%	35.00
10-4707 Safe Routes Grant & Cost Shar	0.00	88,291.17	(88,291.17)	0.00	1,059,494.00	0.00%	1,059,494.00
10-4709 Nrhp Grant	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00
Grants & Donations Totals	565.00	92,507.84	(91,942.84)	565.00	1,110,094.00	0.05%	1,109,529.00
Business & Franchise							
10-4704 Glen Rose Wrecker	0.00	500.00	(500.00)	2,000.00	6,000.00	33.33%	4,000.00
10-4705 Nextlink	1,500.00	1,500.00	0.00	6,000.00	18,000.00	33.33%	12,000.00
Business & Franchise Totals	1,500.00	2,000.00	(500.00)	8,000.00	24,000.00	33.33%	16,000.00
Transfers In							
10-4710 Transfer in Reserves	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Transfers In Totals	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Revenue Totals	442,450.75	337,547.85	104,902.90	1,186,674.50	4,050,574.00	29.30%	2,863,899.50

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10 - GENERAL FUND Legislative	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-05-5055 Mayor & Council Pay	2,050.00	833.33	1,216.67	2,050.00	10,000.00	20.50%	7,950.00
10-05-5145 Exp Mayor & Council	14.79	166.67	(151.88)	502.35	2,000.00	25.12%	1,497.65
10-05-5201 Attorney	4,000.00	1,666.67	2,333.33	4,000.00	20,000.00	20.00%	16,000.00
10-05-5240 Election Expense	0.00	1,250.00	(1,250.00)	1,790.90	15,000.00	11.94%	13,209.10
10-05-5401 Telephone	0.00	65.75	(65.75)	0.00	789.00	0.00%	789.00
10-05-5502 Mayor & Council Travel	0.00	625.00	(625.00)	2,393.30	7,500.00	31.91%	5,106.70
10-05-5503 Mayor & Council Training	350.00	208.33	141.67	350.00	2,500.00	14.00%	2,150.00
Legislative Totals	6,414.79	4,815.75	1,599.04	11,086.55	57,789.00	19.18%	46,702.45

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10 - GENERAL FUND Streets & Parks	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-40-5000 Wages Streets & Parks	10,888.36	11,815.50	(927.14)	51,386.88	141,786.00	36.24%	90,399.12
10-40-5001 Overtime Streets & Parks	279.05	637.50	(358.45)	2,366.72	7,650.00	30.94%	5,283.28
10-40-5003 Payroll Taxes Streets/Pks	826.71	979.83	(153.12)	3,998.40	11,758.00	34.01%	7,759.60
10-40-5004 Retirement	1,584.64	1,817.42	(232.78)	7,796.52	21,809.00	35.75%	14,012.48
10-40-5005 Health Insurance	2,800.00	2,800.00	0.00	11,487.99	33,600.00	34.19%	22,112.01
10-40-5006 Life & Add Insurance	50.23	76.67	(26.44)	200.93	920.00	21.84%	719.07
10-40-5007 Workers Comp Insurance	0.00	682.75	(682.75)	4,703.74	8,193.00	57.41%	3,489.26
10-40-5008 Twc	36.49	358.50	(322.01)	36.49	4,302.00	0.85%	4,265.51
10-40-5010 Longevity	0.00	183.33	(183.33)	0.00	2,200.00	0.00%	2,200.00
10-40-5013 On Call	0.00	347.58	(347.58)	0.00	4,171.00	0.00%	4,171.00
10-40-5100 Supplies	96.68	266.67	(169.99)	688.36	3,200.00	21.51%	2,511.64
10-40-5107 Janitorial Supplies	0.00	150.00	(150.00)	0.00	1,800.00	0.00%	1,800.00
10-40-5108 Uniforms	790.01	201.67	588.34	790.01	2,420.00	32.65%	1,629.99
10-40-5120 Tools	39.26	208.33	(169.07)	39.26	2,500.00	1.57%	2,460.74
10-40-5122 Crack Sealant	0.00	1,100.83	(1,100.83)	0.00	13,210.00	0.00%	13,210.00
10-40-5156 Asphalt	312.93	666.67	(353.74)	516.67	8,000.00	6.46%	7,483.33
10-40-5175 Herbicides & Insecticides	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
10-40-5203 Contract Labor	0.00	625.00	(625.00)	0.00	7,500.00	0.00%	7,500.00
10-40-5401 Telephone	106.27	291.67	(185.40)	379.59	3,500.00	10.85%	3,120.41
10-40-5403 Electric	1,075.15	583.33	491.82	2,776.44	7,000.00	39.66%	4,223.56
10-40-5404 Water	48.07	458.33	(410.26)	152.77	5,500.00	2.78%	5,347.23
10-40-5405 Gas	104.01	208.33	(104.32)	172.70	2,500.00	6.91%	2,327.30
10-40-5421 Street Lighting	2,509.70	2,750.00	(240.30)	7,597.75	33,000.00	23.02%	25,402.25
10-40-5500 Training	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
10-40-5600 Vehicle Repair	28.20	500.00	(471.80)	28.20	6,000.00	0.47%	5,971.80
10-40-5602 Repair & Maint - Equip	882.05	583.33	298.72	2,360.20	7,000.00	33.72%	4,639.80

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10 - GENERAL FUND Streets & Parks	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-40-5604 Repair & Maint - Struct	2.74	833.33	(830.59)	125.36	10,000.00	1.25%	9,874.64
10-40-5608 Gas/Oil/Lube	1,013.14	625.00	388.14	2,663.08	7,500.00	35.51%	4,836.92
10-40-5611 Vehicle & Equipment Fund	0.00	3,333.33	(3,333.33)	0.00	40,000.00	0.00%	40,000.00
10-40-5621 Rock/Gravel/Stone	190.60	58.33	132.27	190.60	700.00	27.23%	509.40
10-40-5626 Sidewalk	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-40-5636 Street Paint	0.00	125.00	(125.00)	18.92	1,500.00	1.26%	1,481.08
10-40-5655 Concrete	177.43	125.00	52.43	177.43	1,500.00	11.83%	1,322.57
10-40-5656 Drainage Pipe	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-40-5700 Capital Expenditures	0.00	34,416.67	(34,416.67)	5,850.00	413,000.00	1.42%	407,150.00
10-40-5720 Park Development	0.00	625.00	(625.00)	0.00	7,500.00	0.00%	7,500.00
10-40-5721 Road Base	438.48	125.00	313.48	685.88	1,500.00	45.73%	814.12
10-40-5738 Safe Routes School	0.00	94,597.67	(94,597.67)	0.00	1,135,172.00	0.00%	1,135,172.00
10-40-5739 Barnard Street Sidewalk	0.00	6,666.67	(6,666.67)	0.00	80,000.00	0.00%	80,000.00
10-40-5740 Paving	0.00	16,666.67	(16,666.67)	0.00	200,000.00	0.00%	200,000.00
10-40-5801 Miscellaneous Exp	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-40-5804 Service Fees	0.00	2,500.00	(2,500.00)	2,686.00	30,000.00	8.95%	27,314.00
10-40-5859 Street Signs	210.31	333.33	(123.02)	210.31	4,000.00	5.26%	3,789.69
Streets & Parks Totals	24,490.51	190,678.40	(166,187.89)	110,087.20	2,288,141.00	4.81%	2,178,053.80

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10 - GENERAL FUND Code Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-50-5000 Wages Code Enforcement	10,684.42	12,370.92	(1,686.50)	42,497.92	148,451.00	28.63%	105,953.08
10-50-5001 Overtime Code Enforcement	40.50	297.50	(257.00)	253.94	3,570.00	7.11%	3,316.06
10-50-5003 Payroll Taxes Code Enf	819.56	992.92	(173.36)	2,777.35	11,915.00	23.31%	9,137.65
10-50-5004 Retirement	1,548.96	1,843.00	(294.04)	5,335.01	22,116.00	24.12%	16,780.99
10-50-5005 Health Insurance	700.00	2,100.00	(1,400.00)	1,544.00	25,200.00	6.13%	23,656.00
10-50-5006 Life & Add Insurance	22.79	62.75	(39.96)	45.58	753.00	6.05%	707.42
10-50-5007 Workers Comp Insurance	0.00	125.50	(125.50)	858.42	1,506.00	57.00%	647.58
10-50-5008 Twc	231.02	363.17	(132.15)	231.02	4,358.00	5.30%	4,126.98
10-50-5013 On Call	280.00	304.17	(24.17)	280.00	3,650.00	7.67%	3,370.00
10-50-5106 Postage	628.02	175.00	453.02	1,132.97	2,100.00	53.95%	967.03
10-50-5108 Uniforms	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-50-5120 Instrument & Tools	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-50-5202 Engineering	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-50-5203 Contract Labor	0.00	41.67	(41.67)	1,050.00	500.00	210.00%	(550.00)
10-50-5210 Legal Notices & Advertising	114.00	166.67	(52.67)	514.00	2,000.00	25.70%	1,486.00
10-50-5215 Code Replacement	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-50-5219 Abatements	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-50-5247 Mapping	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-50-5401 Telephone	46.40	65.75	(19.35)	235.24	789.00	29.81%	553.76
10-50-5500 Training	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
10-50-5501 Travel	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
10-50-5600 Vehicle Repair	21.47	166.67	(145.20)	21.47	2,000.00	1.07%	1,978.53
10-50-5608 Gas/Oil/Lube	46.48	62.50	(16.02)	183.36	750.00	24.45%	566.64
10-50-5801 Miscellaneous Exp	27.80	166.67	(138.87)	126.48	2,000.00	6.32%	1,873.52
10-50-5803 Software	0.00	250.00	(250.00)	1,800.00	3,000.00	60.00%	1,200.00
10-50-5837 License Renewal	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00

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10 - GENERAL FUND Code Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-50-5860 Hardware Replacement	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Code Enforcement Totals	15,211.42	21,629.85	(6,418.43)	58,886.76	259,558.00	22.69%	200,671.24

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10 - GENERAL FUND Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-55-5000 Wages Animal Control	3,053.51	3,019.75	33.76	16,580.41	36,237.00	45.76%	19,656.59
10-55-5001 Overtime Animal Control	104.01	297.50	(193.49)	413.77	3,570.00	11.59%	3,156.23
10-55-5003 Payroll Taxes Animal Cont	241.56	277.50	(35.94)	1,300.08	3,330.00	39.04%	2,029.92
10-55-5004 Retirement	448.06	515.08	(67.02)	2,469.59	6,181.00	39.95%	3,711.41
10-55-5005 Health Insurance	700.00	700.00	0.00	2,944.00	8,400.00	35.05%	5,456.00
10-55-5006 Life & Add Insurance	14.22	23.83	(9.61)	56.88	286.00	19.89%	229.12
10-55-5007 Workers Comp Insurance	0.00	226.75	(226.75)	1,550.97	2,721.00	57.00%	1,170.03
10-55-5008 Twc	0.00	101.42	(101.42)	0.00	1,217.00	0.00%	1,217.00
10-55-5010 Longevity	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-55-5013 On Call	0.00	304.17	(304.17)	0.00	3,650.00	0.00%	3,650.00
10-55-5100 Supplies	44.89	125.00	(80.11)	359.70	1,500.00	23.98%	1,140.30
10-55-5108 Uniforms	418.44	100.00	318.44	418.44	1,200.00	34.87%	781.56
10-55-5109 Office Supplies	0.00	66.67	(66.67)	51.97	800.00	6.50%	748.03
10-55-5165 Euth. & Medication	285.52	166.67	118.85	469.49	2,000.00	23.47%	1,530.51
10-55-5203 Contract Labor	65.00	166.67	(101.67)	65.00	2,000.00	3.25%	1,935.00
10-55-5236 Employee Rabies Shots	0.00	133.33	(133.33)	0.00	1,600.00	0.00%	1,600.00
10-55-5237 Adoption Reimbursement	130.00	133.33	(3.33)	455.00	1,600.00	28.44%	1,145.00
10-55-5401 Telephone	92.80	166.67	(73.87)	187.22	2,000.00	9.36%	1,812.78
10-55-5402 Internet	110.83	116.67	(5.84)	443.32	1,400.00	31.67%	956.68
10-55-5403 Electric	359.51	466.67	(107.16)	1,052.48	5,600.00	18.79%	4,547.52
10-55-5500 Training	500.00	125.00	375.00	500.00	1,500.00	33.33%	1,000.00
10-55-5501 Travel	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-55-5600 Vehicle Repair	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-55-5602 Repair & Maint - Equip	0.00	166.67	(166.67)	35.61	2,000.00	1.78%	1,964.39
10-55-5603 Equipment	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-55-5604 Repair & Maint - Struct	0.00	333.33	(333.33)	265.00	4,000.00	6.63%	3,735.00

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10 - GENERAL FUND Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-55-5608 Gas/Oil/Lube	77.00	333.33	(256.33)	631.70	4,000.00	15.79%	3,368.30
10-55-5700 Capital Improvements	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-55-5801 Miscellaneous Exp	15.99	50.00	(34.01)	15.99	600.00	2.67%	584.01
10-55-5803 Software	0.00	37.50	(37.50)	0.00	450.00	0.00%	450.00
10-55-5804 Service Fees	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-55-5839 Rabies Test Fees	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-55-5860 Hardware Replacement	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-55-5870 Office Equip/Furn	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Animal Control Totals	6,661.34	8,828.52	(2,167.18)	30,266.62	105,942.00	28.57%	75,675.38

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10 - GENERAL FUND Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-60-5000 Wages Administration	18,254.23	24,543.42	(6,289.19)	101,145.53	294,521.00	34.34%	193,375.47
10-60-5003 Payroll Taxes Admin	1,643.79	1,904.17	(260.38)	7,735.01	22,850.00	33.85%	15,114.99
10-60-5004 Retirement	3,203.40	3,532.25	(328.85)	15,313.80	42,387.00	36.13%	27,073.20
10-60-5005 Health Insurance	2,800.00	2,800.00	0.00	11,487.99	33,600.00	34.19%	22,112.01
10-60-5006 Life & Add Insurance	102.51	103.92	(1.41)	410.06	1,247.00	32.88%	836.94
10-60-5007 Workers Comp Insurance	0.00	101.75	(101.75)	695.97	1,221.00	57.00%	525.03
10-60-5008 Twc	0.00	687.17	(687.17)	0.00	8,246.00	0.00%	8,246.00
10-60-5010 Longevity	0.00	341.67	(341.67)	0.00	4,100.00	0.00%	4,100.00
10-60-5108 Uniforms	0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
10-60-5109 Office Supplies	60.83	166.67	(105.84)	359.35	2,000.00	17.97%	1,640.65
10-60-5203 Contract Labor	0.00	8,416.67	(8,416.67)	0.00	101,000.00	0.00%	101,000.00
10-60-5210 Legal Notices & Advertising	0.00	250.00	(250.00)	223.00	3,000.00	7.43%	2,777.00
10-60-5218 Legal Updates	60.00	625.00	(565.00)	60.00	7,500.00	0.80%	7,440.00
10-60-5401 Telephone	142.79	183.33	(40.54)	333.61	2,200.00	15.16%	1,866.39
10-60-5406 CVB/Oakdale Electric	4,320.78	0.00	4,320.78	(4,434.12)	0.00	0.00%	4,434.12
10-60-5500 Training	695.00	416.67	278.33	695.00	5,000.00	13.90%	4,305.00
10-60-5501 Travel	142.84	500.00	(357.16)	1,185.03	6,000.00	19.75%	4,814.97
10-60-5600 Vehicle Repair	21.47	333.33	(311.86)	21.47	4,000.00	0.54%	3,978.53
10-60-5602 Repair & Maint - Equip	0.00	83.33	(83.33)	280.92	1,000.00	28.09%	719.08
10-60-5604 Repair & Maint - Struct	0.00	833.33	(833.33)	409.89	10,000.00	4.10%	9,590.11
10-60-5608 Gas/Oil/Lube	0.00	83.33	(83.33)	49.69	1,000.00	4.97%	950.31
10-60-5800 Dues	0.00	208.33	(208.33)	205.00	2,500.00	8.20%	2,295.00
10-60-5801 Miscellaneous Exp	55.65	166.67	(111.02)	353.52	2,000.00	17.68%	1,646.48
10-60-5803 Software	91.69	1,000.00	(908.31)	123.55	12,000.00	1.03%	11,876.45
10-60-5804 Service Fees	423.47	1,250.00	(826.53)	3,923.47	15,000.00	26.16%	11,076.53
10-60-5860 Hardware Replacement	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00

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10 - GENERAL FUND Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Administration Totals	32,018.45	48,760.18	(16,741.73)	140,577.74	585,122.00	24.03%	444,544.26

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10 - GENERAL FUND Non Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-65-5009 Other Insurance Tmlirp	0.00	3,000.00	(3,000.00)	32,139.42	36,000.00	89.28%	3,860.58
10-65-5041 Employee Appreciation	180.00	291.67	(111.67)	1,611.64	3,500.00	46.05%	1,888.36
10-65-5100 Supplies	24.82	154.17	(129.35)	298.12	1,850.00	16.11%	1,551.88
10-65-5101 Bank Service Charges	(363.47)	0.00	(363.47)	181.68	0.00	0.00%	(181.68)
10-65-5106 Postage	239.64	454.17	(214.53)	366.46	5,450.00	6.72%	5,083.54
10-65-5107 Janitorial Supplies	0.00	125.00	(125.00)	211.57	1,500.00	14.10%	1,288.43
10-65-5109 Office Supplies	300.00	416.67	(116.67)	1,506.44	5,000.00	30.13%	3,493.56
10-65-5200 Audit	10,500.00	958.33	9,541.67	10,500.00	11,500.00	91.30%	1,000.00
10-65-5202 Engineering	830.00	1,250.00	(420.00)	2,925.00	15,000.00	19.50%	12,075.00
10-65-5217 Postage, Copier Lease	483.25	833.33	(350.08)	1,588.23	10,000.00	15.88%	8,411.77
10-65-5223 Accounting Software &	0.00	958.33	(958.33)	0.00	11,500.00	0.00%	11,500.00
10-65-5224 It Support	0.00	1,250.00	(1,250.00)	913.75	15,000.00	6.09%	14,086.25
10-65-5225 Janitorial Services	0.00	650.00	(650.00)	1,950.00	7,800.00	25.00%	5,850.00
10-65-5226 Cpa	412.50	500.00	(87.50)	862.50	6,000.00	14.38%	5,137.50
10-65-5227 Background Test	0.00	4.17	(4.17)	0.00	50.00	0.00%	50.00
10-65-5228 Website/Email Management	0.00	1,041.67	(1,041.67)	7,687.00	12,500.00	61.50%	4,813.00
10-65-5235 Drug Testing	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-65-5401 Telephone	985.30	1,125.00	(139.70)	3,971.23	13,500.00	29.42%	9,528.77
10-65-5402 Internet	482.38	600.00	(117.62)	1,929.53	7,200.00	26.80%	5,270.47
10-65-5403 Electric	354.69	500.00	(145.31)	1,114.00	6,000.00	18.57%	4,886.00
10-65-5404 Water	1,123.53	333.33	790.20	3,285.26	4,000.00	82.13%	714.74
10-65-5405 Gas	100.55	125.00	(24.45)	232.09	1,500.00	15.47%	1,267.91
10-65-5740 City Hall Renovation 3300Sqft	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
10-65-5805 Qrt S.C.A.D.	0.00	1,096.42	(1,096.42)	3,289.09	13,157.00	25.00%	9,867.91
10-65-5810 Text My Gov & Archive Social	0.00	457.33	(457.33)	0.00	5,488.00	0.00%	5,488.00
10-65-5832 Fire Department Contribution	0.00	208.33	(208.33)	0.00	2,500.00	0.00%	2,500.00

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10 - GENERAL FUND Non Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-65-5833 Transit Contribution	0.00	1,250.00	(1,250.00)	15,000.00	15,000.00	100.00%	0.00
10-65-5835 Non Departmental Other	0.00	500.00	(500.00)	614.61	6,000.00	10.24%	5,385.39
10-65-5837 Contingency	0.00	1,011.17	(1,011.17)	0.00	12,134.00	0.00%	12,134.00
10-65-5841 Citizens Center	0.00	375.00	(375.00)	0.00	4,500.00	0.00%	4,500.00
10-65-5870 Office Equip/Furn	0.00	208.33	(208.33)	0.00	2,500.00	0.00%	2,500.00
Non Departmental Totals	15,653.19	28,052.42	(12,399.23)	92,177.62	336,629.00	27.38%	244,451.38

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10 - GENERAL FUND Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-80-5000 Wages Court	2,597.08	2,989.67	(392.59)	11,624.33	35,876.00	32.40%	24,251.67
10-80-5003 Payroll Taxes Court	195.82	228.75	(32.93)	880.69	2,745.00	32.08%	1,864.31
10-80-5004 Retirement	368.52	424.58	(56.06)	1,687.42	5,095.00	33.12%	3,407.58
10-80-5005 Health Insurance	700.00	700.00	0.00	2,871.99	8,400.00	34.19%	5,528.01
10-80-5006 Life & Add Insurance	14.56	16.83	(2.27)	58.24	202.00	28.83%	143.76
10-80-5007 Workers Comp Insurance	0.00	10.00	(10.00)	68.40	120.00	57.00%	51.60
10-80-5008 Twc	0.00	83.75	(83.75)	0.00	1,005.00	0.00%	1,005.00
10-80-5106 Postage	249.31	83.33	165.98	601.11	1,000.00	60.11%	398.89
10-80-5109 Office Supplies	77.74	20.83	56.91	77.74	250.00	31.10%	172.26
10-80-5201 Attorney Fees	0.00	233.33	(233.33)	500.00	2,800.00	17.86%	2,300.00
10-80-5203 Contract Labor	500.00	500.00	0.00	2,000.00	6,000.00	33.33%	4,000.00
10-80-5224 FundView Support	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
10-80-5285 Jail Services	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-80-5500 Training	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-80-5501 Travel	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-80-5800 Dues & Subscriptions	0.00	41.67	(41.67)	110.00	500.00	22.00%	390.00
10-80-5801 Miscellaneous Exp	0.00	83.33	(83.33)	28.69	1,000.00	2.87%	971.31
10-80-5806 Jury Service	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-80-5860 Hardware Replacement	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Municipal Court Totals	4,703.03	6,582.75	(1,879.72)	20,508.61	78,993.00	25.96%	58,484.39

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10 - GENERAL FUND Law Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5000 Wages Law Enforcement	5,706.80	10,347.75	(4,640.95)	26,840.94	124,173.00	21.62%	97,332.06
10-90-5003 Payroll Taxes Law	432.61	791.58	(358.97)	2,029.50	9,499.00	21.37%	7,469.50
10-90-5004 Retirement	809.80	1,469.33	(659.53)	3,897.49	17,632.00	22.10%	13,734.51
10-90-5005 Health Insurance	700.00	1,400.00	(700.00)	2,943.99	16,800.00	17.52%	13,856.01
10-90-5006 Life & Add Insurance	27.35	46.75	(19.40)	109.41	561.00	19.50%	451.59
10-90-5007 Workers Comp Insurance	0.00	454.75	(454.75)	3,110.49	5,457.00	57.00%	2,346.51
10-90-5008 Twc	0.00	289.83	(289.83)	0.00	3,478.00	0.00%	3,478.00
10-90-5010 Longevity	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-90-5100 Supplies	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-90-5106 Postage	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
10-90-5108 Uniforms	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-90-5109 Office Supplies	14.07	70.83	(56.76)	14.07	850.00	1.66%	835.93
10-90-5125 Ammunition	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-90-5225 Janitorial Services	0.00	250.00	(250.00)	750.00	3,000.00	25.00%	2,250.00
10-90-5401 Telephone	82.65	133.33	(50.68)	257.44	1,600.00	16.09%	1,342.56
10-90-5403 Electric	155.28	100.00	55.28	363.23	1,200.00	30.27%	836.77
10-90-5404 Water	48.07	104.17	(56.10)	147.27	1,250.00	11.78%	1,102.73
10-90-5500 Training	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-90-5501 Travel	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-90-5600 Vehicle Repair	0.00	208.33	(208.33)	170.98	2,500.00	6.84%	2,329.02
10-90-5602 Repair & Maint - Equip	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-90-5603 Equipment	456.00	1,416.67	(960.67)	456.00	17,000.00	2.68%	16,544.00
10-90-5604 Repair & Maint - Struct	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-90-5608 Gas/Oil/Lube	80.50	375.00	(294.50)	324.89	4,500.00	7.22%	4,175.11
10-90-5801 Miscellaneous Exp	20.00	208.33	(188.33)	140.00	2,500.00	5.60%	2,360.00
10-90-5803 Software	0.00	41.67	(41.67)	149.99	500.00	30.00%	350.01

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10 - GENERAL FUND Law Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5804 Service Fees	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
10-90-5820 Events	0.00	125.00	(125.00)	187.36	1,500.00	12.49%	1,312.64
10-90-5860 Computer Hardware	0.00	175.00	(175.00)	0.00	2,100.00	0.00%	2,100.00
Law Enforcement Totals	8,533.13	19,104.14	(10,571.01)	41,893.05	229,250.00	18.27%	187,356.95

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10 - GENERAL FUND Preservation Board	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-96-5106 Postage	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-96-5210 Legal Notices & Advertising	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-96-5211 Promotional	0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
10-96-5500 Training	0.00	166.67	(166.67)	389.00	2,000.00	19.45%	1,611.00
10-96-5501 Travel Expense	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-96-5700 Projects	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-96-5800 Dues & Subscriptions	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-96-5849 Signage	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-96-5866 Grant Match - Nrhp	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
Preservation Board Totals	0.00	9,095.83	(9,095.83)	389.00	109,150.00	0.36%	108,761.00
Expense Totals	113,685.86	337,547.84	(223,861.98)	505,873.15	4,050,574.00	12.49%	3,544,700.85

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20 - UTILITY FUND	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Water/Sewer/Trash Income							
20-4100 Miscellaneous Water	0.00	566.67	(566.67)	797.00	6,800.00	11.72%	6,003.00
20-4101 Water Fees	72,324.59	91,666.67	(19,342.08)	335,464.50	1,100,000.00	30.50%	764,535.50
20-4102 Sewer Fees	48,849.74	52,250.00	(3,400.26)	202,326.40	627,000.00	32.27%	424,673.60
20-4105 Trash	29,712.16	30,083.33	(371.17)	121,834.90	361,000.00	33.75%	239,165.10
20-4110 Trash Surcharge	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-4307 Reconnect Fee	1,150.00	83.33	1,066.67	2,250.00	1,000.00	225.00%	(1,250.00)
Water/Sewer/Trash Income Totals	152,036.49	174,650.00	(22,613.51)	662,672.80	2,095,800.00	31.62%	1,433,127.20
Fines, Fees & Forfeitures							
20-4341 Tap Fees	3,300.00	833.33	2,466.67	6,650.00	10,000.00	66.50%	3,350.00
20-4342 Transfer Fees	0.00	91.67	(91.67)	0.00	1,100.00	0.00%	1,100.00
20-4343 Penalty Fees	1,882.82	1,958.33	(75.51)	5,752.72	23,500.00	24.48%	17,747.28
Fines, Fees & Forfeitures Totals	5,182.82	2,883.33	2,299.49	12,402.72	34,600.00	35.85%	22,197.28
Interest Income							
20-4500 Interest Income	0.00	133.33	(133.33)	209.10	1,600.00	13.07%	1,390.90
Interest Income Totals	0.00	133.33	(133.33)	209.10	1,600.00	13.07%	1,390.90
Other Revenue Sources							
20-4700 Miscellaneous Income	5,054.03	0.00	5,054.03	5,299.03	0.00	0.00%	(5,299.03)
Other Revenue Sources Totals	5,054.03	0.00	5,054.03	5,299.03	0.00	0.00%	(5,299.03)
Transfers In							
20-4710 Transfer in Reserves	0.00	135,000.00	(135,000.00)	0.00	1,620,000.00	0.00%	1,620,000.00
Transfers In Totals	0.00	135,000.00	(135,000.00)	0.00	1,620,000.00	0.00%	1,620,000.00
Grants & Donations							
20-4715 COVID-19 Relief (American	0.00	27,865.58	(27,865.58)	0.00	334,387.00	0.00%	334,387.00

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20 - UTILITY FUND	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grants & Donations							
Grants & Donations Totals	0.00	27,865.58	(27,865.58)	0.00	334,387.00	0.00%	334,387.00
Revenue Totals	162,273.34	340,532.24	(178,258.90)	680,583.65	4,086,387.00	16.65%	3,405,803.35

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20 - UTILITY FUND Water	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-10-5000 Wages Water	5,855.77	7,733.25	(1,877.48)	26,612.72	92,799.00	28.68%	66,186.28
20-10-5001 Overtime Water	452.80	255.00	197.80	679.20	3,060.00	22.20%	2,380.80
20-10-5003 Payroll Taxes Water	473.66	619.00	(145.34)	2,048.01	7,428.00	27.57%	5,379.99
20-10-5004 Retirement	895.18	1,148.17	(252.99)	3,953.55	13,778.00	28.69%	9,824.45
20-10-5005 Health Insurance	1,400.00	1,983.33	(583.33)	5,744.00	23,800.00	24.13%	18,056.00
20-10-5006 Life & Add Insurance	32.35	37.42	(5.07)	129.41	449.00	28.82%	319.59
20-10-5007 Workers Comp Insurance	0.00	255.83	(255.83)	1,749.90	3,070.00	57.00%	1,320.10
20-10-5008 Twc	0.00	226.00	(226.00)	0.00	2,712.00	0.00%	2,712.00
20-10-5010 Longevity	0.00	75.00	(75.00)	0.00	900.00	0.00%	900.00
20-10-5013 On Call	0.00	86.92	(86.92)	0.00	1,043.00	0.00%	1,043.00
20-10-5100 Supplies	21.63	133.33	(111.70)	100.08	1,600.00	6.26%	1,499.92
20-10-5107 Janitorial Supplies	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
20-10-5108 Uniforms	0.00	100.83	(100.83)	0.00	1,210.00	0.00%	1,210.00
20-10-5120 Tools	0.00	83.33	(83.33)	7.95	1,000.00	0.80%	992.05
20-10-5160 Process Chemicals	0.00	583.33	(583.33)	228.00	7,000.00	3.26%	6,772.00
20-10-5238 Lab Fees	1,789.76	725.00	1,064.76	1,943.76	8,700.00	22.34%	6,756.24
20-10-5299 Purchased Water	6,984.25	12,583.33	(5,599.08)	51,083.15	151,000.00	33.83%	99,916.85
20-10-5400 Utilities (Elec)	1,685.96	5,000.00	(3,314.04)	5,236.86	60,000.00	8.73%	54,763.14
20-10-5401 Telephone	104.05	416.67	(312.62)	372.97	5,000.00	7.46%	4,627.03
20-10-5405 Gas	104.00	250.00	(146.00)	172.69	3,000.00	5.76%	2,827.31
20-10-5500 Training	0.00	156.67	(156.67)	1,075.00	1,880.00	57.18%	805.00
20-10-5501 Travel	107.16	0.00	107.16	107.16	0.00	0.00%	(107.16)
20-10-5505 Safety Program	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
20-10-5600 Vehicle Repair	16.96	83.33	(66.37)	23.96	1,000.00	2.40%	976.04
20-10-5601 System Repair	4,629.71	3,750.00	879.71	7,553.57	45,000.00	16.79%	37,446.43
20-10-5602 Repair & Maint - Equip	0.00	416.67	(416.67)	138.61	5,000.00	2.77%	4,861.39

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20 - UTILITY FUND Water	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-10-5604 Repair & Maint - Struct	0.00	166.67	(166.67)	621.87	2,000.00	31.09%	1,378.13
20-10-5605 Repair & Maint - Tank	1,859.44	1,250.00	609.44	1,859.44	15,000.00	12.40%	13,140.56
20-10-5608 Gas/Oil/Lube	1,105.22	416.67	688.55	2,061.60	5,000.00	41.23%	2,938.40
20-10-5609 Equipment Rental	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-10-5611 Vehicle & Equipment Fund	0.00	3,333.33	(3,333.33)	0.00	40,000.00	0.00%	40,000.00
20-10-5652 Meters	8,920.00	1,250.00	7,670.00	8,920.00	15,000.00	59.47%	6,080.00
20-10-5700 Capital Improvements	9,957.36	68,750.00	(58,792.64)	17,561.22	825,000.00	2.13%	807,438.78
20-10-5701 Cdbg	0.00	0.00	0.00	2,025.00	0.00	0.00%	(2,025.00)
20-10-5737 Capital Improvement Well #4	4,587.09	0.00	4,587.09	4,587.09	0.00	0.00%	(4,587.09)
20-10-5739 100000 Gallons tank on Bryan	1,100.00	10,000.00	(8,900.00)	80,915.00	120,000.00	67.43%	39,085.00
20-10-5801 Miscellaneous Exp	76.73	41.67	35.06	311.11	500.00	62.22%	188.89
20-10-5804 Service Fees	0.00	566.67	(566.67)	1,686.50	6,800.00	24.80%	5,113.50
20-10-5806 Meter Service Fees	0.00	233.33	(233.33)	0.00	2,800.00	0.00%	2,800.00
20-10-5807 Prairielands Permit Fees	0.00	3,900.83	(3,900.83)	0.00	46,810.00	0.00%	46,810.00
20-10-5846 Demurrage	112.00	110.00	2.00	112.00	1,320.00	8.48%	1,208.00
20-10-5860 Hardware Replacement	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
20-10-5886 State Fees	0.00	333.33	(333.33)	3,734.12	4,000.00	93.35%	265.88
Water Totals	52,271.08	127,296.57	(75,025.49)	233,355.50	1,527,559.00	15.28%	1,294,203.50

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20 - UTILITY FUND Sewer	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5000 Wages Sewer	3,417.43	5,266.83	(1,849.40)	16,825.78	63,202.00	26.62%	46,376.22
20-20-5001 Overtime Sewer	187.76	170.00	17.76	557.83	2,040.00	27.34%	1,482.17
20-20-5003 Payroll Taxes Sewer	256.00	426.75	(170.75)	1,254.08	5,121.00	24.49%	3,866.92
20-20-5004 Retirement	511.58	791.00	(279.42)	2,524.62	9,492.00	26.60%	6,967.38
20-20-5005 Health Insurance	700.00	1,400.00	(700.00)	2,872.00	16,800.00	17.10%	13,928.00
20-20-5006 Life & Add Insurance	18.64	38.75	(20.11)	74.56	465.00	16.03%	390.44
20-20-5007 Workers Comp Insurance	0.00	217.17	(217.17)	1,485.42	2,606.00	57.00%	1,120.58
20-20-5008 Twc	0.00	157.33	(157.33)	0.00	1,888.00	0.00%	1,888.00
20-20-5010 Longevity	0.00	116.67	(116.67)	0.00	1,400.00	0.00%	1,400.00
20-20-5013 On Call	0.00	173.83	(173.83)	0.00	2,086.00	0.00%	2,086.00
20-20-5100 Supplies	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
20-20-5108 Uniforms	0.00	100.83	(100.83)	0.00	1,210.00	0.00%	1,210.00
20-20-5120 Tools	0.00	100.00	(100.00)	30.04	1,200.00	2.50%	1,169.96
20-20-5160 Process Chemicals	175.00	225.00	(50.00)	175.00	2,700.00	6.48%	2,525.00
20-20-5400 Utilities (Elec)	985.32	708.33	276.99	3,030.14	8,500.00	35.65%	5,469.86
20-20-5401 Telephone	82.41	125.00	(42.59)	333.16	1,500.00	22.21%	1,166.84
20-20-5405 Gas	104.00	0.00	104.00	172.69	0.00	0.00%	(172.69)
20-20-5500 Training	0.00	128.75	(128.75)	0.00	1,545.00	0.00%	1,545.00
20-20-5600 Vehicle Repair	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
20-20-5601 System Repair	347.20	1,458.33	(1,111.13)	434.69	17,500.00	2.48%	17,065.31
20-20-5602 Repair & Maint - Equip	11.99	625.00	(613.01)	251.72	7,500.00	3.36%	7,248.28
20-20-5604 Repair & Maint - Struct	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-20-5608 Gas/Oil/Lube	1,094.14	375.00	719.14	1,978.42	4,500.00	43.96%	2,521.58
20-20-5609 Equipment Rental	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-20-5655 Concrete	0.00	83.33	(83.33)	8.38	1,000.00	0.84%	991.62
20-20-5700 Capital Improvements	27,392.03	66,666.67	(39,274.64)	482,040.01	800,000.00	60.26%	317,959.99

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20 - UTILITY FUND Sewer	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5738 Grand Lift Station (Edap)	560.00	0.00	560.00	368,260.50	0.00	0.00%	(368,260.50)
20-20-5742 Golf Course Lift Station	0.00	41,666.67	(41,666.67)	0.00	500,000.00	0.00%	500,000.00
20-20-5801 Miscellaneous Exp	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
20-20-5804 Service Fees	0.00	54.17	(54.17)	0.00	650.00	0.00%	650.00
Sewer Totals	<u>35,843.50</u>	<u>121,867.07</u>	<u>(86,023.57)</u>	<u>882,309.04</u>	<u>1,462,405.00</u>	<u>60.33%</u>	<u>580,095.96</u>

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20 - UTILITY FUND WWTP	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-21-5000 Wages Wwtp	8,189.71	8,323.75	(134.04)	38,195.78	99,885.00	38.24%	61,689.22
20-21-5001 Overtime Wwtp	803.44	510.00	293.44	3,043.67	6,120.00	49.73%	3,076.33
20-21-5003 Payroll Taxes Wwtp	685.12	733.00	(47.88)	3,141.95	8,796.00	35.72%	5,654.05
20-21-5004 Retirement	1,276.12	1,359.67	(83.55)	5,987.32	16,316.00	36.70%	10,328.68
20-21-5005 Health Insurance	1,400.00	1,400.00	0.00	5,744.01	16,800.00	34.19%	11,055.99
20-21-5006 Life & Add Insurance	38.00	38.75	(0.75)	152.00	465.00	32.69%	313.00
20-21-5007 Workers Comp Insurance	0.00	375.58	(375.58)	2,568.99	4,507.00	57.00%	1,938.01
20-21-5008 Twc	0.00	264.50	(264.50)	0.00	3,174.00	0.00%	3,174.00
20-21-5010 Longevity	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
20-21-5013 On Call	0.00	608.33	(608.33)	0.00	7,300.00	0.00%	7,300.00
20-21-5100 Supplies	0.00	258.33	(258.33)	16.99	3,100.00	0.55%	3,083.01
20-21-5107 Janitorial Supplies	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
20-21-5108 Uniforms	0.00	108.33	(108.33)	0.00	1,300.00	0.00%	1,300.00
20-21-5109 Office Supplies	173.69	0.00	173.69	173.69	0.00	0.00%	(173.69)
20-21-5115 Chemical Supplies	706.06	2,083.33	(1,377.27)	2,379.63	25,000.00	9.52%	22,620.37
20-21-5120 Tools	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
20-21-5238 Lab Fees	1,248.00	1,833.33	(585.33)	6,384.00	22,000.00	29.02%	15,616.00
20-21-5259 Sludge Removal	0.00	1,350.00	(1,350.00)	0.00	16,200.00	0.00%	16,200.00
20-21-5400 Utilities	4,749.23	3,166.67	1,582.56	16,655.01	38,000.00	43.83%	21,344.99
20-21-5401 Telephone	257.89	416.67	(158.78)	830.33	5,000.00	16.61%	4,169.67
20-21-5500 Training	0.00	86.67	(86.67)	0.00	1,040.00	0.00%	1,040.00
20-21-5600 Vehicle Repair	15.50	83.33	(67.83)	15.50	1,000.00	1.55%	984.50
20-21-5601 System Repair	0.00	1,666.67	(1,666.67)	350.91	20,000.00	1.75%	19,649.09
20-21-5602 Repair & Maint - Equip	0.00	333.33	(333.33)	1,928.33	4,000.00	48.21%	2,071.67
20-21-5604 Repair & Maint - Struct	192.27	500.00	(307.73)	604.87	6,000.00	10.08%	5,395.13
20-21-5608 Gas/Oil/Lube	77.94	400.00	(322.06)	308.98	4,800.00	6.44%	4,491.02

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20 - UTILITY FUND WWTP	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-21-5609 Equipment Rental	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-21-5700 Capital Improvements	0.00	12,695.00	(12,695.00)	0.00	152,340.00	0.00%	152,340.00
20-21-5708 Replacement Mower	0.00	1,166.67	(1,166.67)	0.00	14,000.00	0.00%	14,000.00
20-21-5801 Miscellaneous Exp	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
20-21-5804 Service Fees	0.00	575.00	(575.00)	0.00	6,900.00	0.00%	6,900.00
20-21-5886 State Fees	0.00	466.67	(466.67)	5,507.46	5,600.00	98.35%	92.54
WWTP Totals	19,812.97	41,220.25	(21,407.28)	93,989.42	494,643.00	19.00%	400,653.58

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20 - UTILITY FUND Sanitation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-45-5403 Trash Pickup	32,076.95	25,750.00	6,326.95	93,803.29	309,000.00	30.36%	215,196.71
Sanitation Totals	32,076.95	25,750.00	6,326.95	93,803.29	309,000.00	30.36%	215,196.71

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20 - UTILITY FUND Non Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-65-5106 Postage	583.50	583.33	0.17	1,724.82	7,000.00	24.64%	5,275.18
20-65-5109 Office Supplies	0.00	179.17	(179.17)	0.00	2,150.00	0.00%	2,150.00
20-65-5110 Utility Billing Cards	182.04	216.67	(34.63)	546.24	2,600.00	21.01%	2,053.76
20-65-5200 Audit	10,500.00	958.33	9,541.67	10,500.00	11,500.00	91.30%	1,000.00
20-65-5225 Utility Billing System&Support	0.00	383.33	(383.33)	0.00	4,600.00	0.00%	4,600.00
20-65-5226 Cpa	0.00	500.00	(500.00)	362.50	6,000.00	6.04%	5,637.50
20-65-5229 Bank Services Fee	0.00	0.00	0.00	13.22	0.00	0.00%	(13.22)
20-65-5300 Bond Payment & Fee	40,786.50	19,890.00	20,896.50	40,786.50	238,680.00	17.09%	197,893.50
20-65-5860 Hardware Replacement	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-65-5873 Contingency	0.00	1,604.17	(1,604.17)	0.00	19,250.00	0.00%	19,250.00
Non Departmental Totals	52,052.04	24,398.33	27,653.71	53,933.28	292,780.00	18.42%	238,846.72
Expense Totals	192,056.54	340,532.22	(148,475.68)	1,357,390.53	4,086,387.00	33.22%	2,728,996.47

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70 - COURT	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines, Fees & Forfeitures							
70-4308 Local Truancy Prevention and	26.68	381.17	(354.49)	706.30	4,574.00	15.44%	3,867.70
70-4311 Municipal Jury Funds	0.53	7.67	(7.14)	14.11	92.00	15.34%	77.89
70-4312 Municipal Court Technology Fund	38.88	306.08	(267.20)	631.23	3,673.00	17.19%	3,041.77
70-4314 Municipal Court Building Security	39.30	375.00	(335.70)	741.84	4,500.00	16.49%	3,758.16
Fines, Fees & Forfeitures Totals	105.39	1,069.92	(964.53)	2,093.48	12,839.00	16.31%	10,745.52
Interest Income							
70-4500 Interest Income	0.00	0.00	0.00	2.01	0.00	0.00%	(2.01)
Interest Income Totals	0.00	0.00	0.00	2.01	0.00	0.00%	(2.01)
Transfers In							
70-4710 Transfer In From Court Security	0.00	490.67	(490.67)	0.00	5,888.00	0.00%	5,888.00
70-4900 Transfer in from Court Technology	0.00	488.33	(488.33)	0.00	5,860.00	0.00%	5,860.00
70-4901 Transfer in from Jury Fund	0.00	5.92	(5.92)	0.00	71.00	0.00%	71.00
Transfers In Totals	0.00	984.92	(984.92)	0.00	11,819.00	0.00%	11,819.00
Revenue Totals	105.39	2,054.84	(1,949.45)	2,095.49	24,658.00	8.50%	22,562.51

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70 - COURT Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
70-80-5101 Bank Service Charges	0.00	0.00	0.00	0.36	0.00	0.00%	(0.36)
70-80-5806 Jury Reimbursements &	0.00	13.58	(13.58)	0.00	163.00	0.00%	163.00
70-80-5835 Court Technology Purchases	0.00	865.67	(865.67)	0.00	10,388.00	0.00%	10,388.00
70-80-5836 Court Security	0.00	794.42	(794.42)	0.00	9,533.00	0.00%	9,533.00
70-80-5842 Truancy and Prevention	0.00	381.17	(381.17)	0.00	4,574.00	0.00%	4,574.00
Municipal Court Totals	0.00	2,054.84	(2,054.84)	0.36	24,658.00	0.00%	24,657.64
Expense Totals	0.00	2,054.84	(2,054.84)	0.36	24,658.00	0.00%	24,657.64



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Consider approval or other action on Ordinance amending garage sale sign requirements.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	Ordinance Amending Garage Sale Sign Requirements		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
When discussing the City's Building and Development Rate and Fee Schedule at last month's meeting, staff noted how the \$5.00 garage sale permit fee didn't even cover the cost of the garage sale signs to be provided when the permit was issued. Rather than raising the permit fee, the Council decided that the City would no longer provide signs and that the City's garage sale ordinance would be amended to remove the requirement that individuals conducting garage sales use city-issued signs. The Ordinance Amending Garage Sale Sign Requirements is attached for your consideration and approval.			
RECOMMENDED ACTION:			
Approve as presented.			

ARTICLE 4.03 GARAGE SALES

4.03.001-Definitions

4.03.002-Penalty

4.03.003-Permit-Required;-Fee

4.03.004-Conditions-Of-Permit;-Conduct-Of-Sale

4.03.005-Signs

4.03.006-Cancellation-Due-To-Inclement-Weather

4.03.007-Sales-By-Charitable,-Religious,-Educational,-Fraternal,-Governmental-Or-Nonprofit Organizations

4.03.008-City-Wide-Semiannual-Garage-Sales

4.03.009-Enforcement-Responsibility

4.03.001 Definitions

The following terms used in this article shall be defined as follows:

City. The City of Glen Rose, Texas, the city council and its employees.

City official. Any city employee empowered by the city administrator or this article to enforce any provisions of this article.

Garage sale. An occasional sale at retail, exchange, or barter to the general public, within a single-family zoning district, for the purpose of disposing of surplus personal property. The term includes, but is not limited to, all sales entitled “garage,” “lawn,” “yard,” “room,” “estate,” “backyard,” “patio,” and “rummage.”

Right-of-way. The area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the city has an interest. The term does not include the airwaves above a right-of-way with regard to wireless communications.

~~*Signs.* Those signs issued by the city for the purpose of advertising a garage sale.~~

Single-family residential zoned district. A property that is designated by the city as a single-family residential zone, or properties that are being used for single-family detached dwellings regardless of the zoning on the property.

(Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.01)

4.03.002 Penalty

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of, any of the provisions of this article shall be fined in accordance with section 1.01.009 of this code for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. (Ordinance 368 adopted 1/13/04; Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.99(B); Ordinance adopting 2017 Code)

4.03.003 Permit Required; Fee

1. It shall be unlawful for any person, firm, or corporation to advertise, operate, or participate in a garage sale without first obtaining a garage sale permit.
2. The fee for a garage sale permit is as set forth in the fee schedule in appendix A of this code.

(Ordinance 368 adopted 1/13/04; Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.02; Ordinance adopting 2017 Code)

4.03.004 Conditions Of Permit; Conduct Of Sale

The following regulations apply when conducting a garage sale:

1. Garage sale permits shall only be issued for properties that are in a single-family residential zoned district.
2. Garage sale permits are issued by property address, not applicant name.
3. Garage sale permits may be obtained no more than two times per calendar year on the same premises.
4. Garage sale permits will be issued by the city administrator or his/her designee(s).
5. Garage sale permits must be obtained in person at city hall.
6. A valid picture ID will be required to obtain a garage sale permit.
7. Garage sale permits must be obtained at least one business day before the first day the sale is to occur.
8. The duration of one garage sale permit can be up to 3 consecutive days.
9. Garage sale permits must be conspicuously posted on the property where the sale is being conducted.
10. No more than 3 families or households may combine their property for sale at a single garage sale.
11. No new personal property, property that is acquired or consigned for the purpose of resale, or any inventory or stock or goods in trade may be displayed, offered for sale, exchanged or bartered.
12. Garage sale items may be displayed for sale in the following areas: residential yard, including the front or back yard, garage, patio area, under a carport covering, driveway, or inside a residence in the case of a sale to dispose of a deceased individual's personal belongings.
13. Garage sale items must be placed at least 15 feet from the back of the curb or street edge, and at least 5 feet from each side property line.
14. Garage sale items, including but not limited to items for sale, displays, tables, racks, tarps, and boxes, must be removed from the sale area by 8:00 a.m. the day following the last day of the sale. Items are strictly prohibited from remaining in the sale area or located in the yard of the property.
15. Permits shall be issued to charitable, religious, educational, fraternal, governmental, or nonprofit organizations where the property does not meet the qualifications identified in this article, only if the following conditions are met:
 1. Only 2 garage sale permits per year will be issued per nonprofit organization;
 2. A maximum of 2 garage sale permits per year will be issued at the same non-single-family residential location; and
 3. The display area for the garage sale shall not exceed 2,000 square feet.

(Ordinance 368 adopted 1/13/04; Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.03)

4.03.005 Signs

- ~~a. City issued signs are the only authorized signs to be used within the city.~~
- ~~b.~~ The following regulations shall pertain to signage allowed when a garage sale permit has been issued:
 - ~~1. The city will issue 2 signs for each permitted garage sale at no cost to the applicant. One sign must be posted on the property in a conspicuous location. The other sign is to aid the public in locating the sale. Additional signs may be purchased from the city if desired.~~
 2. Signs are strictly prohibited from being placed in any city rights-of-way or on utility poles, trees, street signs, or any type of sign post used for a traffic-control or public information device.
 3. Signs may be placed on private property with permission from the property owner, to aid the public in locating the sale. The permission of the property owner must be indicated by the property owner's signature on the back of the sign.

4. Signs must be posted using a wood or metal stake and must not exceed 2-1/2 feet in height, measured from the ground, at the base of the stake, to the top of the sign. All other posting methods are prohibited.
5. Signs may be posted no sooner than 12 hours prior to the first day of the sale.
6. Signs must be removed by 8:00 a.m. on the day following the last day of the sale.
7. Signs are prohibited in the Central Business District.
8. Signs improperly posted may be confiscated by city officials. Confiscated signs will not be returned.

(Ordinance 368 adopted 1/13/04; Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.04)

4.03.006 Cancellation Due To Inclement Weather

The following regulations shall pertain to the cancellation of a garage sale:

1. If inclement weather occurs on any part of 2 days of a scheduled sale, resulting in cancellation, the sale shall not be charged against the number of sales permitted within one calendar year.
2. The applicant shall come in person on the next business day following cancellation due to inclement weather to reschedule the sale. If applicant does not do so, the sale shall be charged to the number of sales allowed per calendar year.
3. Garage sales will only be rescheduled due to inclement weather. No exceptions.
4. Permit fees will not be refunded under any circumstances.

(Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.05)

4.03.007 Sales By Charitable, Religious, Educational, Fraternal, Governmental Or Nonprofit Organizations

The following regulations apply to charitable, religious, educational, fraternal, governmental, or nonprofit organizations:

1. These organizations may only conduct a garage sale on a property that does not meet the definition of a single-family residential district and all of the conditions in section 4.03.004(o) are met.
2. The organization must present a letter from the property owner authorizing the organization to conduct a sale on their property to obtain a permit. The letter must include the organization sponsoring the sale and the dates the sale is to take place, and must be signed by the property owner.
3. The fee for the garage sale permit will be waived for these organizations.
4. A garage sale permit sponsored by these organizations will be charged as a sale against the 2 sales allowed annually per property address. The organization shall make the property owner aware of these conditions.

(Ordinance 368 adopted 1/13/04; Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.06)

4.03.008 City-Wide Semiannual Garage Sales

- a. City-wide semiannual garage sale weekends are authorized on the first weekend in April and October of each year. Sales may encompass all or part of Friday, Saturday, and Sunday of these weekends.
- b. A permit is not required for these garage sales.
- c. These garage sales do not count against the 2 annual garage sales authorized to residents.
- d. ~~Only signs purchased at city hall may be used.~~ Signs must be posted in the same manner as required for standard garage sales.

- e. Unless otherwise stated in this article, all city-wide semiannual garage sales will be conducted using the same guidelines and restrictions outlined for a regular garage sale.

(Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.07; Ordinance 534 adopted 8/14/14)

4.03.009 Enforcement Responsibility

The city administrator, or his/her designated representative, code enforcement officers, police officers and building official shall have primary enforcement responsibility for garage sales. These officials have the authority to enter the property where garage sales are being conducted and order the termination of any unlawful garage sale. (Ordinance 520 adopted 8/12/13; 2007 Code, sec. 113.08; Ordinance 2020.03.17D, sec. 4(b), adopted 3/17/20)

ORDINANCE # 2022_____

**AN ORDINANCE OF THE CITY OF GLEN ROSE, TEXAS,
AMENDING ARTICLE 4.03 “GARAGE SALES” OF THE CITY OF
GLEN ROSE CODE OF ORDINANCES; PROVIDING
SAVINGS/REPEALING, SEVERABILITY, PROPER NOTICE,
MEETING, AND QUORUM CLAUSES; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City of Glen Rose is a Type A General Municipality;

WHEREAS, Article 4.03 of the City’s Code of Ordinances mandates the use of City-issued garage sale signs;

WHEREAS, the cost of garage sale signs has increased to the extent that the current garage sale sign fees do not begin to cover the cost of said signs; and,

WHEREAS, after considering the matter, the City Council has determined for the good government, peace, and order of the municipality, to revise Article 4.03 “Garage Sales” of the City’s Code of Ordinances to remove those provisions mandating the use of City-issued garage sale signs;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS:

**SECTION 1 (OF 6)
INCORPORATION OF RECITALS**

All of the above recitals are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2 (OF 6)
AMENDING ARTICLE 4.03 “GARAGE SALES”
OF THE CITY’S CODE OF ORDINANCES**

Article 4.03 “Garage Sales” shall be amended to:

- A. Revise the definition of signs listed in Section 4.03.001 “Definitions”, which reads, “Signs: Those signs issued by the city for the purpose of advertising a garage sale” to read, “Signs: Those signs used for the purpose of advertising a garage sale.” ;
- B. Remove item “a” listed under 4.03.005 “Signs”, which reads, “City-issued signs are the only authorized signs to be used within the city.”
- C. Remove item “1” listed under item “b” of 4.03.005 “Signs”, which reads, “The city will issue 2 signs for each permitted garage sale at no cost to the applicant. One sign must be posted on the property in a conspicuous location. The other sign is to aid the public in locating the sale. Additional signs may be purchased from the city if desired.”
- D. Remove the first sentence in item “d” under 4.03.008 “City-Wide Semiannual Garage Sales”, which reads, “Only signs purchased at city hall may be used.”

SECTION 3 (OF 6)

SAVINGS/REPEALING CLAUSE

Article 4.03 “Garage Sales”, in the City of Glen Rose Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4 (OF 6) SEVERABILITY CLAUSE

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Glen Rose hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5 (OF 6) PROPER NOTICE, MEETING, AND QUORUM CLAUSE

It is hereby officially found and determined that the meeting at which this Ordinance was adopted by majority vote of the City Council of the City of Glen Rose, Texas was open to the public; that public notice of the time, place, and purpose of the meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code; and, that a quorum was present pursuant to Section 22.039 of the Texas Local Government Code.

SECTION 6 (OF 6) EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED this the 8th day of February 2022.

APPROVED:

Julia Douglas, Mayor

ATTEST:

Rosario Sosol-Lihaut, Deputy City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Consider approval or other action on Ordinance Amending Construction and Development Related Fees.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	Ordinance Amending Construction and Development Related Fees; Permit Application Forms Reflecting the Proposed New Fees		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
At last month's meeting, the Council had asked that the numbers in the fee schedule be rounded, then presented for approval in this month's consent agenda. Building Official Reeves has prepared permit application forms with the proposed new fees to help put the new numbers into context.			
RECOMMENDED ACTION:			
Approve as presented.			

ORDINANCE # 2022_____

**AN ORDINANCE OF THE CITY OF GLEN ROSE, TEXAS,
AMENDING ARTICLE A3.000 “CONSTRUCTION AND
DEVELOPMENT RELATED FEES” OF THE CITY OF GLEN ROSE
CODE OF ORDINANCES; PROVIDING SAVINGS/REPEALING,
SEVERABILITY, PROPER NOTICE, MEETING, AND QUORUM
CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Glen Rose is a Type A General Municipality;

WHEREAS, Chapter 214 of the Texas Local Government Code provides municipalities with broad authority to adopt and enforce various building codes, including the establishment of related fees;

WHEREAS, the City Council sets commercial building permit fees through Article A3.000 in the City’s Code of Ordinances;

WHEREAS, in view of the current inflationary environment and surge in development a review of Article A3.000 was deemed prudent;

WHEREAS, after comparing the City’s current fees with those of other cities in the North Central Texas Council of Governments area, the City’s Building Official has recommended revisions to Article A3.000 for the City Council’s consideration;

WHEREAS, the City Council has determined for the good government, peace, and order of the municipality, to revise the City’s Construction and Development Related Fees by amending Article A3.000, of the City’s Code of Ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS:

**SECTION 1 (OF 6)
INCORPORATION OF RECITALS**

All of the above recitals are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2 (OF 6)
AMENDING ARTICLE 3.000 OF THE CITY’S CODE OF ORDINANCES**

Article A3.000, shall be amended to read as set forth in Exhibit “A, which is incorporated into the body of this Ordinance as if copied in its entirety.

**SECTION 3 (OF 6)
SAVINGS/REPEALING CLAUSE**

Article A.3000 Construction and Development Rate Fees, in the City of Glen Rose Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4 (OF 6)
SEVERABILITY CLAUSE

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Glen Rose hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5 (OF 6)
PROPER NOTICE, MEETING, AND QUORUM CLAUSE

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SECTION 6 (OF 6)
EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED this the 8th day of February 2022.

APPROVED:

Julia Douglas, Mayor

ATTEST:

Rosario Sosol-Lihaut, Deputy City Secretary

A3.001 Building Permit Fees

1. Commercial (Valuation Table):

Dollar Valuation (Labor and Material)	Commercial Permit Cost (New, Remodel, Accessory)
\$1.00 to \$500.00, flat fee	\$26.00
\$501.00 to \$2,000.00	\$26.00 + \$3.00 for each \$1,000.00 or fraction thereof above \$500.00
\$2,001.00 to \$25,000.00	\$76.00 + \$15.00 for each \$1,000 or fraction thereof above \$2,000.00
\$25,001.00–\$50,000.00	\$430.00 + \$11.00 for each \$1,000 or fraction thereof above \$25,000.00
\$50,001.00 - \$100,000.00	\$710.00 + \$8.00 for each \$1,000.00 or fraction thereof above \$50,000.00
\$100,001.00 - \$500,000.00	\$1,100.00 + \$6.00 for each \$1,000.00 or fraction thereof above \$100,000.00
\$500,001.00-\$1,000,000.00	\$3,700.00 + \$5.00 for each \$1,000.00 or fraction thereof above \$500,000.00
\$1,000,001.00 and up	\$6,300.00 + \$4.00 for each \$1,000.00, or fraction thereof above \$1,000,000.00

2. Commercial Plan Review:

25% of the cost of the permit

3. Residential single and multifamily new construction and remodel permit and plan review fee:

\$0.65/sq ft

\$108.00 minimum for remodels and additions and a \$540.00 minimum for new construction.

A3.002 Sign Permit Fees

1 to 50 sq. ft.	\$50.00	Resurface only	\$25.00
51 to 100 sq. ft.	\$75.00	Resurface only	\$38.00
101 to 150 sq. ft.	\$100.00	Resurface only	\$50.00
Temporary promotional business sign(s)	No fee		

A3.003 Accessory Building Fees

200 sq. ft. or less	\$25.00
201 sq. ft. or larger	\$50.00 + \$0.03/sq ft

Accessory building or porch plan review: \$25.00/structure/per review.

A3.004 Electrical Permit Fees

1. Permit application fee of \$35.00 plus the following fees, as applicable.
2. Residential New construction.

0 - 2000 sq. ft.	\$125.00
2001 - 3000 sq. ft.	\$150.00
3001 - 4000 sq. ft.	\$200.00
4001 - 5000 sq. ft.	\$250.00
5001 - 6000 sq. ft.	\$300.00
6001 - 7000 sq. ft.*	\$350.00

*For projects over 7000 sq. ft., the fees are determined by combining smaller increments to equal the square footage.

3. Commercial new construction

0 – 1,000 sq. ft.	\$35.00 + \$0.10/sq. ft.
1,001 – 10,000 sq. ft.	\$45.00 + \$0.07/sq. ft.
10,001 – 50,000 sq. ft.	\$80.00 + \$0.06/sq. ft.
50,001 sq. ft. or greater	\$375.00 + \$0.04/sq. ft.

4. Residential/commercial add on or remodel:

a. Each outlet

\$3.00

- b. Services per amp \$0.20
 - c. Feeders per amp \$0.20
 - d. Branch circuits each \$5.00
 - e. First 500 sq. ft. \$40.00
 - f. After 500 sq. ft. \$0.08/sq. ft.
5. Miscellaneous fees:
- a. Temporary pole \$25.00
 - b. Temporary power on \$25.00
 - c. Inspection for service on (meter pulled by power company) \$25.00
 - d. Pools/spas/hot tubs \$50.00

A3.005 Plumbing Permit Fees

1. Permit application fee of \$35.00 plus the following fees, as applicable.
2. Residential New construction.

0 - 2000 sq. ft.	\$175.00
2001 - 3000 sq. ft.	\$195.00
3001 - 4000 sq. ft.	\$225.00
4001 - 5000 sq. ft.	\$275.00
5001 - 6000 sq. ft.	\$325.00
6001 - 7000 sq. ft.**	\$375.00

*For projects over 7000 sq. ft., the fees are determined by combining smaller increments to equal the square footage.

3. Commercial new construction
 - a. Plumbing fixture, each \$8.00
 - b. Sewer line, each \$20.00
 - c. Water line service, each \$20.00
 - d. Water line re-pipe, each \$20.00
 - e. Interceptors or grease traps, each \$40.00
 - f. Rainwater systems, each \$8.00
 - g. Backflow protection, each \$50.00
 - i. Lawn sprinkler (backflow) separate permit \$50.00
 - j. Annual backflow inspection \$55.00

4. Residential/commercial add on, remodel, and miscellaneous	
a. Two hose bibbs	\$16.00
b. Sink	\$8.00
c. Washer box	\$8.00
d. Lavatory	\$8.00
e. Stool	\$8.00
f. Shower/tub shower	\$8.00
g. Water heater	\$20.00
h. Water service	\$20.00
i. Yard service	\$20.00
j. For each wet bar add	\$8.00
k. For each extra shower or tub add	\$8.00
l. For each extra lavatory add	\$8.00
m. Plumbing water piping repair	\$30.00
n. Plumbing drain or vent repair	\$30.00
o. Sewer main (each)	\$20.00
p. Temporary gas service (includes gas pressure test)	\$20.00
q. Lawn sprinkler system/backflow preventer	\$50.00
r. Mobile home space (each)	\$30.00
s. Recreational vehicle space (each)	\$30.00
t. Sewer vent (each)	\$20.00
u. Manhole (each)	\$20.00
5. Apartment Construction Per Unit Price	
a. One bedroom efficiency, each	\$35.00
b. All other apartment units, each	\$45.00
c. Sewer service for each building	\$20.00
d. Water service for each building	\$20.00

A3.006 Mechanical-HVAC Permit Fees

1. Permit application fee	\$35.00
2. Residential unit , each	\$75.00

3. Alteration or repair of residential	\$30.00
4. Apartment construction:	
a. Cost per unit, inside	\$25.00
b. Cost per unit, outside	\$25.00
5. Commercial new construction, per sq. ft.:	\$0.08
6. Commercial; Repairs or change-out of units, each	\$45.00
7. Exhaust fans, each	\$9.00
8. Equipment regulated by code with no fee schedule listed:	Use Valuation Table
9. Minimum permit fee	\$25.00
10. Vent hoods (no fire suppression), each	\$25.00
11. Vent hoods with fire suppression, each	\$35.00
12. Filtration system (beauty salon), each	\$25.00

A.3.007 Gas Permits/Fees

1. Permit application fee	\$35.00
2. Gas 1—5 openings, total	\$10.00
3. Gas over 5 openings, each	\$2.00
4. Gas test, each	\$20.00
5. Gas service yard line (includes gas pressure test)	\$20.00
6. Temporary gas service (includes gas pressure test)	\$20.00
7. Compressed natural gas or propane tank installation	\$50.00

A3.007 Irrigation And Backflow Permit Fees

1. Irrigation permit:
 1. Residential: \$50.00.
 2. Commercial: \$75.00.
 3. Issued prior to the installation of outdoor sprinkler systems.
 4. A person may not sell, design, install, maintain, alter, repair, service or inspect an irrigation system, or consult in these activities, in this state unless the person is licensed by the TCEQ. While connecting an irrigation system to a water supply, a licensed technician must be under the direct supervision of a licensed irrigator. There are some exceptions to this requirement. One is if the installer is a state registered professional plumber. See the TCEQ website for other exceptions.
2. Backflow permit: \$25.00. Issued along with an irrigation permit for a new system, or issued before a new backflow device is installed.
3. Registration required. Companies must register their companies with the city.

A3.008 Miscellaneous Permits/Fees For All Categories

Miscellaneous fees:

- | | |
|---|------------|
| 1. Certificate of appropriateness (preservation board): | No charge. |
|---|------------|

2. Contractor's registration fee (annual):	\$50.00
3. Contractor's lapsed registration fee:	\$10.00
4. Contractor's registration suspension appeal fee:	\$100.00
5. Additional plan review (due to changes, additions, or revisions)	\$50.00
6. Right-of-way permit and inspection fee:	\$50.00
7. Doors and windows:	
a. Residential: (\$35.00 minimum)	\$0.85 per sq. ft.
b. Commercial:	Use valuation table
8. Storm shelter less than 200 sq ft	\$50.00
9. Storm shelter 200 sq ft or greater	\$100.00
10. Residential Re-roofing up to 3,000 sq. ft.	\$100.00
11. Residential Re-roofing 3,000 sq ft or more	\$150.00
12. Commercial Re-roofing 1 – 5,000 sq ft	\$150.00
13. Commercial Re-roofing 5,001-10,000 sq ft	\$250.00
14. Commercial Re-roofing 10,001-25,000 sq ft	\$350.00
15. Commercial Re-roofing over 25,000 sq ft	\$500.00
16. Minimum MEP permit fee:	\$35.00
17. Failure to secure a permit prior to starting work	PERMIT FEE DOUBLED
18. Re-inspection fee (after first re-inspection)	\$30.00
19. After hours inspection fee per hour (any inspection outside normal business hours, minimum 2 hours)	\$75.00
20. MEP work for which no fee has been established (amount of contract):	Use valuation table
21. Inspection for which no fee is indicated (minimum charge ½ hour)	\$55.00/hr.
22. Additional construction plan review required by changes (additions or revisions to the plans, minimum charge ½ hour)	\$55.00/hr
23. Demolition permit:	\$45.00.
24. Driveway approach:	\$75.00.
25. Foundation repairs:	\$75.00.
26. Permit extension(s) (one time for 90 days):	\$25.00.
27. Pool (commercial):	\$150.00.
28. Pool (residential above ground):	\$25.00.
29. Pool (residential in ground):	\$100.00.
30. Recording fees (must be paid in advance):	Actual cost.
31. Relocation (manufactured home, storage bldg., etc) permit:	\$40.00.
32. Garage/yard sale permit:	\$5.00
33. Mobile food vendor application fee (includes up to 5 background checks):	\$300.00.
34. Additional background check fee:	\$5.00 each.
35. Abatement action administrative fee:	\$150.00.
36. Vendor fee for merchant or hawker, annual up to 2 individuals):	\$50.00.
37. Vendor fee for merchant or hawker, additional individuals:	\$7.00.
38. Solar energy system (PV) permit:	\$50.00
39. Wind energy system permit:	\$50.00

A3.009 General Notes

1. Failed inspections may be charged an additional \$30.00 per inspection, payable in advance of re-inspection.
2. The permit fee is payable at the time of permit issuance for building and trade permits.
3. Plan review fees must be paid in advance and are nonrefundable unless the fee is collected in error by the city.

4. No permit refunds shall be granted if any work has been performed at the permit location.
5. All refund claims must be submitted in writing with a copy of the original permit receipt.

A3.010 Fences

Permit fee: \$25.00.

A3.011 Public Works

A fee of \$50.00 will be collected for each public works project permit to be paid to the city.

A3.012 Right Of Way Fees

1. A fee of \$100 will be collected for right-of-way user registrations and renewals.
2. A fee of \$50 will be collected for each right-of-way construction permit. Equipment Type Construction Permit Fee Rights-of-Way Fee

Equipment Type	Construction Permit Fee	Rights-Of-Way Fee
Transport Facilities	\$500.00 for first 5 nodes, \$250.00 for each additional node	\$28.00 per month per node ^{1 4}
Network Nodes	\$500.00 for first 5 nodes, \$250.00 for each additional node	\$250.00 per year per node ^{2 3}
Node Support Poles	\$1,000.00 per pole	\$250.00 per year per pole ²

¹Unless equal or greater amount is paid under chapter 283 of the Local Government Code or chapter 66 of the Utility Code.

²As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.

³Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than \$20.00 per year per service pole.

⁴A network provider may not install its own transport facilities unless the provider: (i) has a permit to use the public right-of-way; and (ii) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to \$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may: (i) install its own transport facilities as provided in this section; or (ii) obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

A.3.013 Certificate of Occupancy Fees

1. Commercial Certificate of Occupancy	\$100.00
2. Commercial Temporary Certificate of Occupancy	\$200.00
3. Commercial Seasonal Sales Certificate of Occupancy	\$30.00
4. Duplicate or Recreation of a Certificate of Occupancy	\$10.00
5. New Construction Certificate of Occupancy	NONE

A.3.014 Public Improvement Permits/Fees

Public improvement construction: The cost of all public improvements required for a subdivision plat (including streets, drainage, sidewalks, utilities, streetlights and street signs) shall be the responsibility of the developer; and is enumerated in the community facilities agreement.

1. Public improvement development inspection fee, percent of contract: 4%
2. Engineering review: Actual cost
3. Grading fill or excavation

(50 cubic yards or less)	\$25.00
51 to 100 cubic yards	\$35.00
101 to 1,000 cubic yards for the first 100 cubic yards	\$35.00
Plus, for each additional 100 cubic yards or fractions thereof	\$12.00
1,001 to 10,000 cubic yards for the first 1,000 cubic yards	\$155.00
Plus for each additional 100 cubic yards or fraction thereof	\$10.00
10,001 to 1,000,000 cubic yards for the first 10,000 cubic yards	\$1,155.00
Plus, for each additional 1,000 cubic yards or fraction thereof \$	\$40.00

4. Floodplain development
(Construction in the floodplain in addition to building permit) \$50.00
5. Driveway approach \$75.00
6. Sidewalks (per lineal ft.) \$0.25
7. Curb and gutter (per lineal ft.) \$0.30

A.3.015 Developmental Fees

Subdivision and development fees:

1. Preliminary plats:

a. Single-family residential (R-1, R-2, R-2M, R-3, R-4, MH)

(1) 1—50 lots, plus \$3.00 per lot	\$150.00
(2) 51—100 lots, plus \$2.50 per lot over 50 lots	\$300.00
(3) 101—200 lots, plus \$2.00 per lot over 100 lots	\$425.00
(4) 201 lots and over, plus \$1.50 per lot over 200 lots	\$625.00

b. Commercial (B-1, B-2, B-3, I, PD)

(1) 5 acres or less, plus \$10.00 per acre	\$150.00
(2) 5—10 acres, plus \$9.00 per acre over 5	\$200.00
(3) 10—50 acres, plus \$8.00 per acre over 10	\$335.00
(4) 50 acres and over, plus \$7.00 per acre over 50	\$775.00

2. Final plats:

a. Single-family residential (R-1, R-2, R-2M, R-3, R-4, MH)

(1) 1—50 lots, plus \$8.00 per lot	\$150.00
(2) 51—100 lots, plus \$6.50 per lot	\$550.00
(3) 101—200 lots, plus \$3.00 per lot	\$875.00
(4) 201 lots and over, plus \$2.00 per lot	\$1,175.00

b. Commercial (B-1, B-2, B-3, I, PD)

(1) 5 acres or less, plus \$25.00 per acre	\$150.00
(2) 5—10 acres, plus \$20.00 per acre over 5	\$275.00
(3) 10—50 acres, plus \$8.00 per acre over 10	\$375.00
(4) 50 acres and over, plus \$7.00 per acre over 50	\$695.00

c. Somervell County filing fee (in addition to final plat fees)

(1) Size of sheet 18" x 24", plus \$2.00 per page of dedication	\$80.00
(2) Size of sheet 24" x 36", plus \$2.00 per page of dedication	\$100.00

d. Re-plats and vacating plats:

(1) For preliminary and final re-plats that are solely for, correcting a drafting error, correcting a boundary line, that maintains or reduces the number of lots, vacates all or a portion of a previous plat, or correctly shows changes such as easements, rights-of-way or flood elevation data.	\$150.00.
(2) Re-plats that do not meet the above conditions.	Regular plat rates

e. Minor plat fee:

\$50.00

3. Vacating or amending plat:

a. Vacation of easement	\$150.00
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Exhibit "A"

Item 5.

b. Vacation of street or alley plus the value of right-of-way	\$150.00
4. Engineering fees (development plan reviews):	
a. 1st review:	\$480.00 + \$10.00/lot
b. 2nd review:	\$480.00
c. Additional reviews:	\$300.00 each
d. Site reviews, public hearings, other miscellaneous engineering reviews:	\$120.00/hr
5. Zoning fees	
a. The filing, processing and review fee for rezoning each single or contiguous piece of property is:	
<u>(1) Area of application:</u>	
0 acres to .99 acres	\$750.00
1.00 acres to 9.99 acres	\$775.00
10.00 acres to 24.99 acres	\$800.00
25.00 acres to 39.99 acres	\$825.00
40.00 acres to 74.99 acres	\$850.00
75.00 acres to 149.99 acres	\$875.00
150.00 acres to 199.99 acres	\$900.00
200.00 acres to 249.99 acres	\$925.00
250.00 acres to 299.99 acres	\$950.00
300.00 acres or more	\$975.00
Plus, per acre over 300 acres	\$3.25
(2) Residential per lot or acre, whichever is greater	\$100.00
(3) Commercial per lot or acre, whichever is greater	\$500.00
b. Variance request to board of adjustment and appeals:	
(1) Residential (per request)	\$150.00
(2) Commercial (per request)	\$200.00
c. Vacation of right-of-way	
(1) Vacation of easement	\$100.00
(2) Vacation of street or alley	\$100.00



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Building Inspections / Permits 254-897-2272 ext. 109

COMMERCIAL BUILDING PERMIT APPLICATION

JOB SITE INFORMATION

Address _____ City _____ State _____ Zip Code _____

Property Owner / Tenant / Occupant

Name _____

Address _____ City _____ State _____ Zip _____

Phone # _____

Email _____

Contractor

Name _____

Address _____ City _____ State _____ Zip _____

Phone # _____

Email _____

Application Information

New Construction / addition ☐ Remodel or Repair ☐ Job Valuation: \$ _____
Zoning: _____ Job Sq Ft: _____ No. of stories: _____

Attached Site Plan: ☐ 3 Sets of COMPLETED paper plans and 1 digital set: ☐

Attached Certified Copy of most recent Plat: ☐

1. Owner Authorization/signature, **NOTARIZED** at the bottom of this page
OR a NOTARIZED letter of authorization from the owner giving the applicant permission to apply.
2. Dimensioned Site Plan or Survey that shows all existing structures and what is being demolished.
3. Certified tax certificate(s) from the Somervell County Appraisal District showing proof of ownership.

Job Site Contractors

General Contractor: _____ Phone: _____
Electrical Contractor: _____ Phone: _____
Plumbing Contractor: _____ Phone: _____
Mechanical Contractor: _____ Phone: _____

Flood Plain Information

Is the project in the 100 year flood plain? ☐ Yes ☐ No If yes, then a Certificate of Elevation from a licensed surveyor must be attached.

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COMMERCIAL PROPERTIES ONLY:

I understand and will adhere to the following rules or regulations:

1. **NO work may begin prior to issuance of this permit.**
2. Demolition permits are valid for 6 months, however once demolition has begun, you must complete the demolition and removal of all debris within **30 days**.

ASBESTOS SURVEY ACKNOWLEDGMENT STATEMENT

Texas Asbestos Health Protection Rules (TAHPR) requires that an asbestos survey be conducted when non-residential buildings and apartment complexes larger than four-plexes are demolished or renovated. As the owner/operator of the renovation/demolition site, I understand that it is my responsibility to have this asbestos survey conducted in accordance with Texas Asbestos Health Protection Rules (TAHPR) and the National Emission Standards for Hazardous Air Pollutants (NESHAP) and, if testing positive, send written notification to the Texas Department of State Health Services, <https://www.dshs.state.tx.us/asbestos/>, 10 business days prior to work commencing and prior to permit issuance by the City of Glen Rose.

3. I, _____, hereby certify that an asbestos survey has been done in accordance with the Texas asbestos Health Protection Rules (TAHPR) and the National Emissions Standards for hazardous Air Pollutants (NESHAP) for the area(s) being renovated and/or demolished.

I, the undersigned, hereby swear or affirm that the information provided in this application is true and correct to the best of my knowledge and is an accurate reflection of my intentions for the above structure and/or property. I understand that any omission or incorrect information herein will render this application and any permit obtained invalid.

As owner(s) of the property described in this application, I/we hereby authorized the Applicant listed on this application to act on my/our behalf during the processing and presentation of this request. They shall be the principal contact with the City in processing this application.

Signature of Applicant: _____ Date: _____
(if different from owner)

Owner Name: _____

Signature of Owner: _____ Date: _____

Sworn and subscribed before me this _____ day of _____, 20____

Signature of Public Notary

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Dollar Valuation (Labor and Materials)**Commercial Permit Cost**

Value \$1.00 to \$500.00, flat fee	\$26.00
Value \$501.00 to \$2,000.00 minimum	\$26.00 + \$3.00 for each \$100.00, or fraction thereof above \$500.00
Value \$2,001.00 to \$25,000.00 minimum	\$76.00 + \$15.00 for each \$1,000.00, or fraction thereof above \$2,000.00
Value \$25,001.00 to \$50,000.00 minimum	\$430.00 + \$11.00 for each \$1,000.00, or fraction thereof above \$25,000.00
Value \$50,001.00 to \$100,000.00 minimum	\$710.00 + \$8.00 for each \$1,000.00, or fraction thereof above \$50,000.00
Value \$100,001.00 to \$500,000.00 minimum	\$1,100.00 + \$6.00 for each \$1,000.00, or fraction thereof above \$100,000.00
Value \$500,001.00 to \$1,000,000.00 minimum	\$3,700.00 + \$5.00 for each \$1,000.00, or fraction thereof above \$500,000.00
Value \$1,000,001.00 and up minimum	\$6,300.00 + \$4.00 for each \$1,000.00, or fraction thereof above \$1,000,000.00

- **Commercial Plan Review Fee: 25% of the cost of the permit**

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATION OR AIR CONDITIONING. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 (SIX) MONTHS AT ANY TIME AFTER WORK IS COMMENCED. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Applicant is: Owner ☐ Contractor ☐ Tenant ☐ Developer ☐ Architect ☐ Engineer ☐

Applicants Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

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RESIDENTIAL BUILDING PERMIT APPLICATION

Residential Building Construction

☐ Single – Family Dwelling ☐ Two – Family Dwelling ☐ Garage ☐ Accessory Building

JOB SITE INFORMATION

Address _____ City _____ State _____ Zip Code _____

Property Owner / Tenant / Occupant

Name _____

Address _____ City _____ State _____ Zip _____

Phone # _____

Email _____

Contractor

Name _____

Address _____ City _____ State _____ Zip _____

Phone # _____

Email _____

Application Information

☐ New Construction ☐ Addition ☐ Remodel ☐ Repair Job Valuation: \$ _____
Zoning: _____ Job Sq Ft: _____ No. of stories: _____

Attached Site Plan: ☐

2 Sets of COMPLETED paper plans ☐

Attached Certified Copy of most recent Plat: ☐

Job Site Contractors

General Contractor: _____ Phone: _____

Electrical Contractor: _____ Phone: _____

Plumbing Contractor: _____ Phone: _____

Mechanical Contractor: _____ Phone: _____

Flood Plain Information

Is the project in the 100-year flood plain? ☐ Yes ☐ No If yes, then a Certificate of Elevation from a licensed surveyor must be attached.

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Residential Building Fees

Residential Single – Two Family Dwelling

\$0.65 / sq ft - \$108.00 minimum for remodels and additions and a \$541.00 minimum for new construction.

Accessory Buildings

Accessory Building Plan Review - \$25.00 per structure

200 sq ft or less..... \$25.00

201 sq ft or larger.....\$50.00 + \$0.03 / Sq ft

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Applicant is: Owner ☐ Contractor ☐ Tenant ☐ Developer ☐ Architect ☐ Engineer ☐

Applicants Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

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ELECTRICAL PERMIT APPLICATION

JOB SITE INFORMATION

Address	City	State	Zip Code
----------------	-------------	--------------	-----------------

<u>Property Owner / Tenant / Occupant</u>				<u>Contractor</u>			
Name _____				Name _____			
Address _____	City _____	State _____	Zip _____	Address _____	City _____	State _____	Zip _____
Phone # _____				Phone # _____			
Email _____				Email _____			

Job Information

Type of Construction **Job Valuation:** _____ **Job Sq Ft:** _____
☐ Residential ☐ Commercial **Amps:** _____

Residential New Construction ☐

Permit application fee.....\$35.00

0000-2000.....\$125.00

2001-3000.....\$150.00

3001-4000.....\$200.00

4001-5000.....\$250.00

5001-6000.....\$300.00

6001-7000.....\$350.00

Commercial New Construction ☐

Permit application fee.....\$35.00

0 to 1,000 sq. ft.

\$35.00 + Per sq. ft. \$0.10

1,001 sq. ft. to 10,000 sq. ft.

\$45.00 + Per sq. ft. \$0.07

10,001 sq. ft. to 50,000 sq. ft.

\$80.00 + Per sq. ft. \$0.06

50,001 sq. ft. or greater

\$375.00 + Per sq. ft. \$0.04

Addition ☐ Remodel ☐ Repair ☐

Residential/commercial add on or remodel:

Permit Application Fee.....\$35.00

Each outlet.....\$3.00

Services per amp.....\$0.20

Feeders per amp.....\$0.20

Branch circuits each.....\$5.00

First 500 sq. ft.....\$40.00

After 500 sq. ft.....\$0.08 per sq. ft.

Miscellaneous fees:

Temporary pole.....\$25.00

Temporary power on.....\$25.00

Inspection for service on (meter pulled by TXU).....\$25.00

Pools/spas/hot tubs.....\$50.00

Electrical for which no fee has been established, (amount of contract):.....Valuation table

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Applicant is: **Owner**☐ **Contractor**☐ **Tenant**☐ **Developer**☐ **Architect**☐ **Engineer**☐

Applicants Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

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PLUMBING PERMIT APPLICATION

<u>JOB SITE INFORMATION</u>			
Address _____	City _____	State _____	Zip Code _____

<u>Property Owner / Tenant / Occupant</u>	<u>Contractor</u>
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____	State _____
Zip _____	Zip _____
Phone # _____	Phone # _____
Email _____	Email _____

<u>Job Information</u>	
Type of Construction	Job Valuation: _____
☐ Residential ☐ Commercial	Job Sq Ft: _____

<u>Residential New Construction</u> ☐	<u>Commercial New Construction</u>
Permit Application Fee.....\$35.00	Permit Application Fee.....\$35.00
0 – 2000 sq. ft ☐ \$175.00	Plus { Each plumbing fixture\$5.00
2001 – 3000 sq. ft ☐ \$195.00	Plus { Each water line Service repair/replace.....\$10.00
3001 – 4000 sq. ft ☐ \$225.00	Plus { Each sewer line repair/replace.....\$10.00
4001 – 5000 sq. ft ☐ \$275.00	Plus { Each grease Interceptor / grease Trap.....\$40.00
5001 – 6000 sq. ft ☐ \$325.00	Plus { Each Rainwater system.....\$8.00
<u>Apartment Construction</u>	Plus { Each Backflow protection.....\$50.00
Permit Application Fee.....\$35.00	Plus { Each water heater and/or vent.....\$20.00
1 bedroom efficiency, each.....\$35.00	Plus { Lawn Sprinkler (backflow) separate permit.....\$50.00
All other apartment units, each..\$45.00	Plus { Annual backflow inspection.....\$55.00
Sewer service for each building..\$20.00	
Water service for each building..\$20.00	

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATION OR AIR CONDITIONING. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 (SIX) MONTHS AT ANY TIME AFTER WORK IS COMMENCED. I hereby certify that I have read and examined this application and know the same to be true and correct. All

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provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Applicant is: Owner ☐ Contractor ☐ Tenant ☐ Developer ☐ Architect ☐ Engineer ☐

Applicants Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

Addition ☐ **Remodel** ☐ **Repair** ☐

Residential / Commercial Add-on / Remodel / Misc.

- | | |
|--|---------|
| ☐ (1) Permit Application fee..... | \$35.00 |
| ☐ (2) Two hose bibs..... | \$16.00 |
| ☐ (3) Sink | \$8.00 |
| ☐ (4) Washer box | \$8.00 |
| ☐ (5) Lavatory | \$8.00 |
| ☐ (6) Stool | \$8.00 |
| ☐ (7) Shower/tub shower | \$8.00 |
| ☐ (8) Water heater | \$20.00 |
| ☐ (9) Water service | \$20.00 |
| ☐ (10) Yard service | \$20.00 |
| ☐ (11) For each wet bar add | \$8.00 |
| ☐ (12) For each extra shower or tub add | \$8.00 |
| ☐ (13) For each extra lavatory add | \$8.00 |
| ☐ (14) Plumbing water piping repair | \$30.00 |
| ☐ (15) Plumbing drain or vent repair | \$30.00 |
| ☐ (16) Sewer main, each | \$20.00 |
| ☐ (17) Temporary gas service (includes gas pressure test) | \$15.00 |
| ☐ (18) Lawn sprinkler system/backflow preventer | \$50.00 |
| ☐ (19) Mobile home space (each) | \$30.00 |
| ☐ (20) Recreational vehicle space (each) | \$30.00 |
| ☐ (21) Sewer vent (each) | \$20.00 |
| ☐ (22) Manhole (each) | \$20.00 |
| ☐ (23) Reinspection fee (after first reinspection) | \$30.00 |
| ☐ (24) After hours inspection fee, per hour
(Any inspection outside normal business hours, minimum 2 hours) | \$75.00 |
| ☐ (25) Work in progress without securing a permit added to permit fee, double permit fee,
minimum | \$50.00 |
| ☐ (26) Plumbing for which no fee has been established, (amount of contract): Valuation table
For use of outside consultants for plan checking and inspections, or both: Actual cost incurred | |

PERMIT TOTAL: _____

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MECHANICAL PERMIT APPLICATION

<u>JOB SITE INFORMATION</u>			
Address _____	City _____	State _____	Zip Code _____

<u>Property Owner / Tenant / Occupant</u>	<u>Contractor</u>
Name _____	Name _____
Address _____ City _____ State _____ Zip _____	Address _____ City _____ State _____ Zip _____
Phone # _____	Phone # _____
Email _____	Email _____

<u>Job Information</u>	
Type of Construction	Job Valuation: _____
☐ Residential ☐ Commercial	Job Sq Ft: _____

<u>New Construction</u> ☐ Permit application fee.....\$35.00 Residential.....\$75.00 each <u>Apartment construction:</u> a. Cost per unit 1 inside.....\$25.00 b. Cost per unit 1 outside...\$25.00 <u>Commercial new construction</u> (per sq. ft.) x\$0.08	<u>Addition</u> ☐ <u>Remodel</u> ☐ <u>Repair</u> ☐ 1. Alteration or repair of residential..... \$30.00 each 2. Commercial; Repairs or change-out of unit..... \$45.00 each 3. Exhaust fans..... \$9.00 each 4. Minimum permit fee.....\$25.00 5. Vent hoods (no fire suppression)\$25.00 6. Vent hoods (fire suppression)\$35.00 7. Filtration system (beauty salon) \$25.00 8. After hours inspection fee per hour (any inspection after normal business hours, minimum 2 hours)\$75.00 9. Work in progress without securing a permit (added to permit fee), double permit fee, minimum..... \$50.00 10. Equipment regulated by code with no fee schedule listed: Valuation table
--	---

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATION OR AIR CONDITIONING. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS

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NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 (SIX) MONTHS AT ANY TIME AFTER WORK IS COMMENCED. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Applicant is: Owner ☐ Contractor ☐ Tenant ☐ Developer ☐ Architect ☐ Engineer ☐

Applicants Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

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CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Consider approval or other action on revised job description for Administrative Assistant/Municipal Court Clerk position.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	Revised Admin Assistant/Municipal Court Clerk job description		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
As one of several responses to the City Secretary's resignation, some duties performed by that office have been re-assigned to the Administrative Assistant/Municipal Court Clerk. That position's job description has been revised accordingly and is attached for Council's review and approval.			
RECOMMENDED ACTION:			
Approve as presented.			

CITY OF GLEN ROSE, TEXAS

Job Description

JOB TITLE: Administrative Assistant / Municipal Court Clerk

DEPARTMENTS: Administration/~~judicial~~ **Municipal Court**

REPORTS TO: Deputy City Secretary

JOB SUMMARY:

The Administrative Assistant / Municipal Court Clerk shall ~~provide clerical assistance necessary to~~ process ~~all aspects of various~~ criminal and civil complaints, enter citations, issue warrants ~~and notices, attend court, and provide customer service in regard to~~ **respond to court-related** inquiries, **perform general receptionist duties**, be the go-to person for city staff regarding phone, cell phone, email, IT, website, social media and on-line conferencing resources, assist the Deputy City Secretary, ~~and and/or complaints, late payments, cut-offs, etc.,~~ serve as back-up for the Utility Clerk. This position does not supervise any other positions.

EXAMPLES OF JOB DUTIES:

Performs general receptionist duties, including answering incoming phone calls, providing information and directing callers as necessary.

Processes citation information in computer daily, calculates and collects fines and payments.

Prepares documentation for regular mailings of notice, complaints and warrants. Assists in scheduling court dates and assists in court sessions.

Maintains and updates court records.

Maintains and updates complex filing systems, both manual and computerized

Composes and prepares correspondence relevant to complaints, citations and judgements.

Provides support to city staff through providing equipment, contact information, account set up, and passwords and the scheduling of contractor services for phone, cell phone, email, IT, website, social media and on-line meeting resources.

~~Receives payments and posts to customer accounts.~~

Assists with processing Utility payments, sets up new utility customer accounts, and arrange for connection of service, etc.

Delivers deposits to the bank and picks up mail at post office, when needed.

Performs other such duties as may be required.

WORKING CONDITIONS:

Works in a comfortable environment. Subject to intermittent times of stress, especially when dealing with the general public.

KNOWLEDGES, SKILLS AND ABILITIES:

Ability to communicate clearly and effectively, both orally and in writing.

A high degree of time-management and organizational skills are required.

EDUCATION AND EXPERIENCE:

High School Diploma or G.E.D. required.

Helpful to have municipal experience in utility billing or municipal court and knowledge of billing software.

Will be required to attend Municipal Court Clerk Orientation Training.

DISCLAIMER:

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:			
AGENDA SUBJECT:	Consider approval or other action on authorizing the Mayor to sign eHT Project No. 5722, Work Order No. 38 for \$7,500 for Notifications & Emergency Preparedness Plan.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	eHT Project No. 5722, Work Order No. 38 for Notifications & Emergency Preparedness Plan		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:	Senate Bill 3 of the last legislative session required the City to create an Emergency Preparedness Plan and provide notifications about coordination of emergency operations to local electric utilities, the PUC, the County Emergency Management Office and the Texas Department of Emergency Management. Staff notified the local electric utilities and eHT will assist with the other notifications. SB 3 also required that the City prepare an Emergency Preparedness Plan. Staff needs eHT's technical assistance with the preparation of this plan. Although the expenditure involved is relatively small, this matter is being presented to the Council because eHT has submitted a Work Order requiring the Mayor's signature.		
RECOMMENDED ACTION:	Approve as presented.		

December 20, 2021

Honorable Julia Douglas, Mayor
City of Glen Rose
201 NE Vernon Street
Glen Rose, Texas 76043

**Re: Project No. 5722, Work Order No. 38 under General Services Agreement
Senate Bill (SB) 3 Notifications & Emergency Preparedness Plan (EPP)**

Dear Mayor Douglas:

The City of Glen Rose (City or OWNER) is requesting Enprotec / Hibbs & Todd, Inc. (eHT or ENGINEER) to provide the following engineering services eHT will assist the City in the development and submission of the Emergency Preparedness Plan (EPP) as required by the TCEQ and coordinate with the TCEQ and the City until the EPP is approved and implemented as required by the newly passed Senate Bill 3.

The services to be performed include the Basic Services as detailed in the scope of services shown in *Exhibit A*, attached. The work is authorized under the terms and conditions of the General Services Agreement dated February 11, 2013 between the City and eHT. The compensation for services shall be at eHT's standard billing rates not to exceed a maximum of \$7,500.00, in accordance with the provisions and standard billing rates shown in *Exhibit B*. Upon execution, this Work Order authorizes eHT to invoice for the above-referenced services.

Please sign this Work Order, keep a copy for your files, and return a copy to me.

City of Glen Rose

Enprotec / Hibbs & Todd, Inc.

Julia Douglas
Mayor
Date: _____



Chris Hay, P.E.
Associate Vice President
Date: 12/20/21

Attachments: *Exhibits A and B*

Environmental, Civil & Geotechnical Engineers

Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.691.0058 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax

www.e-ht.com

Granbury Office
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
682.498.6000 | 682.498.6293 fax

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

Work Order 38
Exhibit "A"
Scope of Services

Attached to and Incorporated into by Reference the Work Order No. 38

Task 1: SB 3 Notifications

Assist the OWNER with the coordination of emergency operations pursuant to TWC §13.1396(C) (aka SB 3 Notifications). Coordination with the electric utilities has been conducted by the OWNER. eHT will prepare the notification to the Public Utility Commission, County Emergency Management Office, and Texas Department of Emergency Management.

Timeline: SB 3 Notification by November 1, 2021.

Task 2: EPP Assistance

Assist the OWNER with preparation of the EPP required by TWC Section 13.1394. The TCEQ has an EPP template. Each public water system must develop an EPP outlining how the system will maintain the ability to provide a minimum of 20 pounds per square inch (PSI) of pressure to each customer in the event of an emergency lasting longer than 24-hours. eHT will assist the OWNER with completing the EPP template for its critical water facilities. No design is included in the cost estimate.

Timeline: EPP by March 1, 2022.

Work Order 38
Exhibit "B"
Payment

Attached to and Incorporated into by Reference the Work Order No. 38

This Exhibit, referred to in and part of the Agreement between the OWNER and ENGINEER, establishes the compensation to be paid to the ENGINEER for the services outlined under Exhibit A.

The estimated cost for the Task 1 and Task 2 services is \$7,500.00. Only hours for services actually provided, as well as expenses, will be charged. eHT's engineering services will be hourly in accordance with eHT's current standard billing rates. The current rates are attached. eHT reserves the right to increase its standard billing rates annually, in January of each year, this work order/contract is in effect.

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2021)

Charges include all salaries, salary expense, overhead, and profit.

Principal	\$ 220.00 per hour
Senior Project Manager	180.00 per hour
Project Manager.....	160.00 per hour
Senior Engineer / Geologist	145.00 per hour
Project Engineer / Geologist	130.00 per hour
Staff Engineer I / Geologist I	115.00 per hour
Staff Engineer II / Geologist II	100.00 per hour
RPLS I.....	145.00 per hour
RPLS II.....	95.00 per hour
Operations Specialist / Regulatory Compliance Specialist.....	140.00 per hour
Contract Operator (Certified Class B Water Operator)	100.00 per hour
Engineering / Field Technician I.....	135.00 per hour
Engineering / Field Technician II.....	110.00 per hour
Engineering / Field Technician III.....	85.00 per hour
Survey Tech I.....	85.00 per hour
Survey Tech II.....	65.00 per hour
CAD I	130.00 per hour
CAD II	100.00 per hour
CAD III	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
.....	200.00 per hour - 2 man
.....	175.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Consider approval or other action on amended Hotel Occupancy Tax Interlocal Agreement with Somervell County.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	Resolution Adopting Amended Hotel Occupancy Tax Interlocal Agreement with Somervell County; Original HOT Agreement; First Amended HOT Agreement		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
Previously, City Attorney Pendleton had presented an amended HOT Interlocal Agreement with Somervell County. No action was taken pending the committee members who originally worked on this meeting with their corresponding Somervell County members. Although Somervell County hasn't yet had an attorney review the agreement, it appears the proposed change will be acceptable. Councilwoman Conrad had asked that the sentence requiring a monthly report on expenditures be broadened to include revenues and expenditures and that HOT funds be clarified as meaning, "City" HOT funds. Those changes have been included in the attached Amended Hotel Occupancy Tax Interlocal Agreement.			
RECOMMENDED ACTION:			
Approve as presented.			

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS APPROVING AN AMENDED INTERLOCAL COOPERATION AGREEMENT WITH SOMERVELL COUNTY CONCERNING HOTEL OCCUPANCY TAX SERVICES.**

WHEREAS, the City of Glen Rose is a Type A General Law Municipality;

WHEREAS, pursuant to “The Interlocal Cooperation Act,” found in Chapter 791 of the Texas Government Code, “a local government may contract or agree with another local government”

WHEREAS, pursuant to §351(c) of the Texas Tax Code, “The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter”;

WHEREAS, the City of Glen Rose found it to be in the best interest of its citizens to enter into an Interlocal Agreement with Somervell County for Hotel Occupancy Tax Services which was fully executed on July 12, 2021;

WHEREAS, said Agreement failed to include the requirement found in §351(c) of the Texas Tax Code that the City Council “shall approve in advance the annual budget of the person” (or in this case entity) to which it delegates the management of its HOT funds;

WHEREAS, said Agreement has been amended to bring it into compliance with said requirement;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE AS FOLLOWS:

The City Council, hereby, approves the attached Exhibit “A,” the Amended Interlocal Cooperation Agreement between the City of Glen Rose and Somervell County for Hotel Occupancy Tax Services.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS on the 8th day of February, 2022.

ATTEST:

Julia Douglas, Mayor

Stephanie Ritchie, City Secretary

FIRST-AMENDED INTERLOCAL AGREEMENT FOR HOTEL OCCUPANCY TAX SERVICES

This First-Amended Interlocal Agreement (the “Agreement”), is entered into by and between the City of Glen Rose (“City”) and Somervell County (“County”), pursuant to Chapter 351 of the Texas Tax Code. In furtherance of the purposes of the Tax Code, and in consideration of the mutual covenants herein contained, City and County hereby agree as follows:

I. ALLOCATION OF FUNDS

- A. City has enacted a hotel occupancy tax on rooms furnished by hotels and motels within the City of Glen Rose. City hereby agrees to allocate all revenue received by City of this hotel occupancy tax (“HOT Funds”) to County, pursuant to Texas Tax Code § 351.101(c). In exchange for the collection of all HOT Funds within City, County shall be responsible for providing and operating the tourism program to attract visitors and conventions to City and County.
- B. City will pay any HOT Funds it receives, which have not been otherwise redirected to County pursuant to this Agreement, to County within thirty (30) days of receipt of same. County shall track and document all collections and expenses related to this Agreement.
- C. County shall maintain the HOT Funds provided by City under this Agreement in a separate account, and County shall not commingle the funds in that account with any other money, or maintain them in any other account.
- D. County shall maintain complete and accurate financial records of each expenditure of the HOT Funds and, at the request of the City Council or the City Council’s designee, or as may be required by law, shall make the records available for inspection and review during normal business hours.
- E. County may request that all Hotel Tax be paid directly to County by the Hoteliers/Short Term Rentals to alleviate City staff from having to bill and collect HOT Funds as well as presenting checks payable to County for payment of the tax.

II. USE OF HOT FUNDS

- A. County shall expend HOT Funds for promotional and tourism advertising for City and County by conducting a solicitation and operating program to attract visitors and conventions to City and County. HOT Funds shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry of Glen Rose and Somervell County, Texas. All uses and expenditures of HOT

Funds shall be conducted in accordance with the uses permitted by Chapter 351 of the Texas Tax Code, and all other applicable laws and regulations of the State of Texas. The HOT Funds allocated by County may be applied toward administrative expenses incurred directly in fulfilling its responsibilities under the Agreement in accordance with Texas Tax Code § 351.101. These administrative expenses shall be covered under this paragraph only when the expenses are incurred directly in the County's tourism promotion activities. County shall track all administrative expenses related to this Agreement, including any allocation of personnel resources, and make reports of such expenses at the request of City as part of the reports required by this agreement.

- B. County shall make expenditures of HOT funds in conformance with the County's budget. City acknowledges that County had full control of this budget as it is now considered County's fiduciary duty with respect to the HOT Funds collected to ensure the money is spent in accordance to Texas Hotel Tax Laws.
- C. City and County agree to nominate a nine-person Advisory Board to guide the Tourism Department on budgetary items. This Board shall consist of (one) City Councilmember, (one) County Commissioner, (one) City Hotelier, (one) City Short Term Lodging, (two) County Short Term Rental, (one) Attraction, (one) Tourism Business on Hwy 67, and (one) Downtown Business. The Tourism Administration must meet with the Board a minimum of once a month in an advisory capacity to make plans concerning City and County Tourism to be recommended to the Commissioners Court.
- D. The County agrees to take on all contractual obligations to which the City has committed, prior to the signing of this agreement.
- E. The County agrees to accept the City's current Convention and Visitors Bureau Visitors Center Administrative personnel, and the unfilled Events Employee position, and to ensure that at the Tourism Department has at least three (3) full-time employees.

III. REPORTING AND AUDITING

- A. In addition to the hereinabove referred to report and financial data, an audit of the funds and activities may be made to City upon reasonable notice and the request of County at any time. In the event an audit is requested of City, it is agreed that the auditors performing said audit shall have access to and the right to examine all records and accounts directly related to HOT Funds and any such other City CVB records and accounts as may be reasonably necessary to conduct and complete an audit. Likewise, the County Tourism Administration shall be subject to audit regarding the funds and activities contemplated under this Agreement upon reasonable notice and request to County.

- B. No later than July 31st of each year, the Tourism Administration shall provide to the County Commissioners Court and City Council a proposed written annual Budget for the use of all HOT Funds. The budget shall outline the portion of HOT Funds received from the City's collections and their allocated expenditures and shall outline the portion of HOT Funds received from the County's collections and their allocated expenditures. County and City shall, in writing, approve in advance the annual budget of the Tourism Department. Furthermore, County shall at least monthly (first Monday of the month) provide a list of revenues received and expenditures made of ~~the Tourism Department~~ City HOT Funds by the Tourism Department during the previous month.

IV. BUILDING USE / LOCATION

The location of the CVB building currently occupied by City shall remain in place for County's use under this Agreement unless a different location is chosen by County in the future. County agrees to pay for minor maintenance and repairs as well as utility costs for the building and City remains responsible for major repairs and must maintain property insurance on the building in the event of major damages or destruction by natural disaster. Although no rent is required by City, it estimates a rental value for this building of \$10,000 per year. If City decides to pursue a sale of the property and building, it shall provide County a minimum of 180 days notice to vacate to allow County sufficient time to find a suitable alternative location for its operations under this Agreement.

For the purpose of this agreement, Major repairs shall be defined as any repair cost that would be covered under the City's Insurance Policy minus the deductible. All other items will be considered Minor repairs.

V. TERM AND TERMINATION

- A. The term of this Agreement shall be effective through September 30, 2023. First payment of HOT Funds by City to County shall occur on or before July 15, 2021. This Agreement will be reviewed by City and County on or before 90 days prior to September 30, 2023, at which time if no changes are requested by either party, this Agreement will automatically renew for a period of five (5) additional years beginning October 1, 2023. Thereafter, unless a review is requested by either party to be completed on or before 90 days prior to expiration of that respective term, this Agreement shall continue to automatically renew for a period of five (5) additional years from the date of expiration.
- B. It is expressly agreed that either party may cancel this Agreement by tendering 90 days written notice to the other party. This Agreement will terminate 90 days

from the date of receipt of the written notice, or on any date specified in the notice after the 90-day period.

- C. In the event this agreement terminates, the terminating party agrees to initiate and pay for a full audit of HOT funds for a period of at least six (6) months prior to termination. Furthermore, the County agrees to return any remaining Hotel Occupancy Tax collected on behalf of the City of Glen Rose.

VI. CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State of Texas, and in particular with Chapter 351 of the Texas Tax Code.

VII. COUNTY'S RELATIONSHIP TO CITY

It is expressly understood and agreed that County, in conducting the tourism program under this Agreement, is acting on behalf of City and County Tourism. Accordingly, the Tourism Administration and property of County used or involved in the program under this Agreement shall not be considered, for any purpose, to be the Tourism Administration or property of City. County agrees to indemnify the City from any and all claims which may occur as a result of the program conducted by County and the activities contemplated by County under this Agreement.

IN WITNESS WHEREOF, City of Glen Rose and Somervell County have caused this Agreement to be executed and delivered by their duly authorized representatives as of the dates specified below:

OFFICIALLY APPROVED AND EXECUTED by City on this the ____ day of _____, 2022.

CITY OF GLEN ROSE

By: _____
Julia Douglas, Mayor

ATTEST:

Rosario Sosol-Lihaut, Deputy City Secretary

OFFICIALLY APPROVED AND EXECUTED by County on this the____day of
_____, 2022.

COUNTY OF SOMERVELL

By:_____
Danny L. Chambers, County Judge

ATTEST:

Michelle Reynolds, County Clerk

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IN WITNESS WHEREOF, City of Glen Rose and Somervell County have caused this Agreement to be executed and delivered by their duly authorized representatives as of the dates specified below:

OFFICIALLY APPROVED AND EXECUTED by City on this the ____ day of _____, 2021.

CITY OF GLEN ROSE

By: _____
Julia Douglas, Mayor

ATTEST:

Stephanie Ritchie, City Secretary

OFFICIALLY APPROVED AND EXECUTED by County on this the ____ day of _____, 2021.

COUNTY OF SOMERVELL

By: _____
Danny L. Chambers, County Judge

ATTEST:

Michelle Reynolds, County Clerk



AGENDA ITEM SUMMARY

MEETING DATE: 02/08/2022

STAFF REPRESENTATIVE: Jim Holder, Public Works Director

ITEM: Public Works Director Report
- Update on progress of city projects

Public Works Director Report

January 2021

Demand- average daily demand was 308,000 Gallons per Day (G.P.D.)

Total Monthly Production – 9,564,000 gallons

Pumping Capabilities -3.5 Million Gallons per Day (MGD) the daily pumping capability is a combined figure representing the Somervell County Water District's daily pumping capability in addition to the production capabilities of 5 water wells owned and operated by the City of Glen Rose.

***Any new updates to each item are outlined in red**

- **Grand Avenue Lift Station Reconstruction Project**

The Texas Water Development Board (TWDB) issued a letter to the city on January 3, 2021, acknowledging the review, and acceptance, of the contract documents for the lift station project. The pre-construction conference was held at City Hall on Thursday January 14, 2021. A Notice to Proceed letter was issued to Rey-Mar Construction on Monday, January 25, 2021. The estimated number of days for construction completion is 230 days. Rey-Mar Construction began excavation at the project site on Monday, February 22. The wet-well has been installed, along with the additional manhole (change-order No.1). Backfilling, and compaction, have been completed around the wet-well and manhole. The dry auger bore, crossing Barnard Street to the north, and up the hill to the electrical panel site, has been completed, along with the installation of electrical conduits. The concrete slabs have been poured for the electrical panels, and junction boxes. The electrical contractor has completed the process of pulling wire through the conduits, and installing the control panels. Site clean-up on the south side of the Paluxy River (along the Riverwalk) has also been completed. The fence around the perimeter of the wet-well, and vaults has been erected and final grade has been established in and around the fenced area. We are currently waiting for TNMP Co. to install the electrical service. The pumps and controls will be tested and commissioned once TNMP has completed their installation process. Substantial completion for this project is expected to be before Thanksgiving. TNMP Company completed the installation of the electrical main and service to the new lift station electrical panel site. The contractor has completed the wiring inside the panels, and we are waiting for a scheduled date/time for the test run on the new pumps and motors. Once a successful test run has been accomplished, the old sewer line will be cut/capped, and the new line will be tied in. The old existing wet well will then be demolished. **The conference call with the Texas Water Development Board, on December 17th went well. The discrepancies were settled, and the TWDB grant monies will now be remitted to the city. The contractor has since been paid, and we are expecting a start-up schedule for a test run on the new pumps and motors.**

- **Emergency Back-up Power for Well Sites & Lift Stations**

An emergency on-site generator has been installed, tested, and is currently supplying emergency back-up power for the Public Works maintenance facility. It operates off of natural gas, and is large enough to power the entire facility. Having an alternate source of electricity at the maintenance facility will enable constant, uninterrupted communications with the SCADA system, ensuring a much faster response time when problems arise. Also, three used generators have been purchased from Federal Surplus Properties. One will constantly supply on-site emergency power at Well Site No. 3. Another will supply power at well No. 2, and the other will be mounted on a trailer for use at six of eight different sewer lift stations. Each of the eight existing lift stations are equipped with a quick connect and a transfer switch to allow for a quick, alternate power source. The city already owns a trailered generator capable of powering the remaining two lift stations, as well as, the water well sites. We are planning to equip each water well site with emergency quick connects, and transfer switches. Once the equipment has been purchased and installed, a written plan will be created for city staff to utilize during emergency situations. New emergency preparedness planning requirements for all water utilities in Texas require that the Public Water System complete critical load notifications to each electrical utility provider, retail provider, the Public Utility Commission (PUC), and the County Emergency Management office. This notification identifies the locations of each critical needs facility, and gives a general description, along with emergency contact information. The deadline for this notification was November 1st. Additionally, the Public Water System must submit to TCEQ an Emergency Preparedness Plan (EPP) no later than March 1, 2022, and implement the EPP no later than July 1, 2022, or upon final TCEQ approval. We are currently waiting on the automatic transfer switches, disconnects, power cords, plugs, etc. from the electrical supplier. There is currently a big demand for the electrical components as all water/wastewater plants are coming in to compliance with the new rules, so there is a lull in receiving the electrical components needed to be able to utilize the back-up generators. However, the supplier that we are using has indicated that our parts are close to being shipped. An electrical contractor completed the installation of an automatic transfer switch at Well Site No.3. Well Site No.3 is considered to be our largest production point in the distribution system, so this is very beneficial to the water system. We have received shipment of the automatic transfer switches for the remaining water well sites. Installation of the switches will be prioritized and scheduled for each remaining site.

- **Street Crack Sealing**

City staff have begun the process of sealing cracks in the pavement on city streets that are paved with "chip seal". This is a project that is recommended to be performed during the winter months. We feel like the "chip seal" streets are more vulnerable to failures so this is where we are focused first. The plan is to continue crack sealing when feasible until late spring.

- **Spanish Oak Trail & Hilltop Drive Water Line Improvements Project**

This project is currently in the design phase with Enprotec/Hibbs and Todd. *The existing section of 10" a/c water line that was recently identified along Hereford Street (from the 700 block of Hereford Street to City Well Site No.3 near Tom Rumph Road) has been added to the scope of work for this water line improvements project. The project engineers have had their survey crew surveying the job-site during the first week of August.*

eHT has provided the preliminary/planning information to Public Management (grant consultant) so they can perform the environmental clearance and grant documentation. eHT is continuing with the design and anticipates design completion in March of 2022, following with bid advertisement in April 2022, and potential award of the project in May of 2022. This would correlate to a July 2022 construction start with an estimated completion in October or November of 2022.

- **Valleyview Street Re-construction Project**

This project is currently in the design phase with Enprotec/Hibbs & Todd.

eHT is currently in design phase of the project and anticipates having a design review meeting with City Staff in late January 2022, and design completion in February 2022. This project is anticipated to be advertised for bids in March of 2022, and possibly awarded in April of 2022. Construction is estimated to begin in June of 2022 with an estimated completion in September of 2022.



AGENDA ITEM SUMMARY

MEETING DATE: 02/08/2022

STAFF REPRESENTATIVE: Buck Martin, Police Chief

ITEM: Police Department Report
- Police Activity Report



City Of Glen Rose

P.1

POLICE DEPARTMENT

201 NE Vernon St., Glen Rose, TX 76043

Phone: (254) 897-2272 Fax: (254) 897-798

GLEN ROSE POLICE DEPARTMENT MONTHLY REPORT

- 01/10/22---1) Worked on Backgrounds for Police Applicants
2) Worked on Policy & Procedures
- 01/11/22---1) Continued to Work on Backgrounds for Police Applicant
2) Council Meeting
- 01/17/22---1) Assigned to CPS Case Sexual Assault
2) Backgrounds for Police Applicants
- 01/22/22---1) Continued Working on CPS Case
2) Backgrounds on Police Applicants
- 01/24/22---1) Council Meeting on GRPD Policy & Procedures and S.O.P.'s
2) Staff Meeting
3) Worked on CPS Case
- 01/29/22---1) Enforced Parking Issues at Glen Rose Jr. High
2) Continued Working on CPS Case
- 01/31/22---1) Council Meeting

12 Citations
Took 32 hrs PTO
01/31/22 @10:53AM
Chief Martin #800



AGENDA ITEM SUMMARY

MEETING DATE: 02/08/2022

STAFF REPRESENTATIVE: Kyle Reeves, Building Official

ITEM: Building, Planning, and Code Enforcement Report
- Update on progress of city projects

Animal Control
- Animal Control Activity Report

Glen Rose: A welcoming and unique family-oriented community committed to preserving our natural beauty and historic small-town charm.

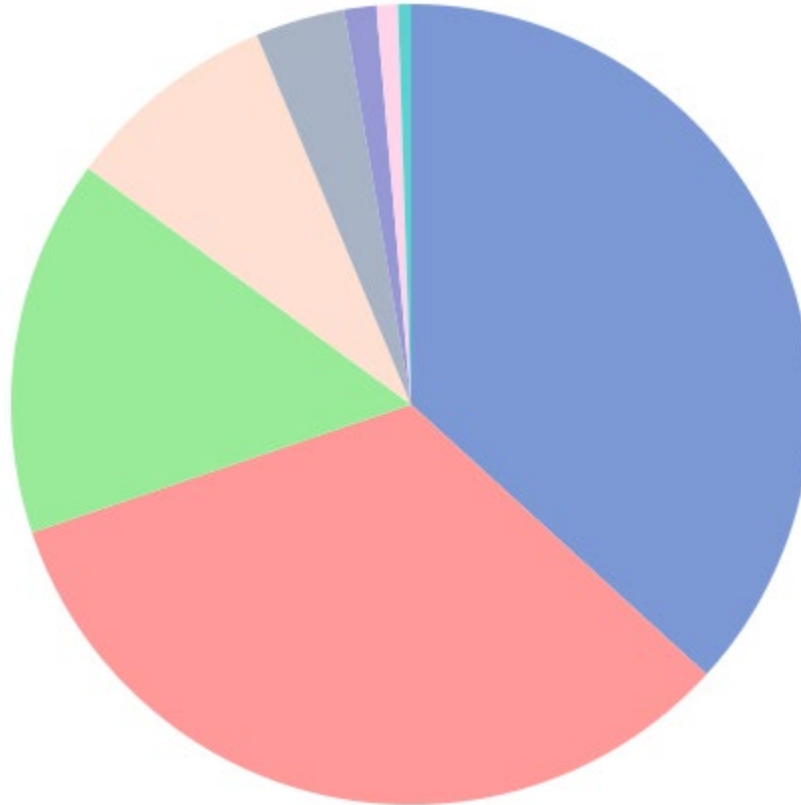
Item 11.

City of Glen Rose

Permits / Code Compliance / Animal Control January monthly Report

<u>Permit Type</u>	<u># Issued</u>	<u>Permit Fees</u>	<u>Valuation</u>
<u>Building:</u>			
Accessory Bldg	1.00	\$75.00	\$0.00
Alteration	1.00	\$119.00	\$3,500.00
Total Building	2.00	\$194.00	\$3,500.00
<u>Certificate of Occupancy:</u>			
Commercial CO	1.00	\$15.00	\$0.00
Total C.O	1.00	\$15.00	\$0.00
<u>Electrical:</u>			
New	3.00	\$595.00	\$11,000.00
Remodel	1.00	\$84.00	\$0.00
Total Electrical	4.00	\$679.00	\$11,000.00
<u>Irrigation/Backflow:</u>			
Irrigation/Backflow	1.00	\$75.00	\$11,000.00
Total Irrigation/Backflow	1.00	\$75.00	\$11,000.00
<u>Mechanical:</u>			
New	3.00	\$385.00	\$29,620.00
Total Mechanical	3.00	\$385.00	\$29,620.00
<u>Plumbing:</u>			
New	8.00	\$1,710.00	\$61,000.00
Remodel	3.00	\$200.00	\$8,500.00
Total Plumbing	11.00	\$1,910.00	\$69,500.00
<u>Sign Permit:</u>			
Temp Business Sign	3.00	\$0.00	\$0.00
Total Sign Permit	3.00	\$0.00	\$0.00
All Permit Total:	25	\$3258.00	\$124,620.00

Payments by Permit Type



Payments by Permit Type		
	Building	2,125 36.8%
	Plumbing	1,910 33.1%
	Electrical	880 15.2%
	Mechanical	500 8.7%
	P&Z	209 3.6%
	Irrigation/Backflow	75 1.3%
	Sign Permit	50 0.9%
	Certificate of Occupancy	30 0.5%

Inspections

<u>Inspection Type</u>	<u>Inspection Count</u>
Cert of Occupancy Inspection	2
Electrical Release	4
Electrical Rough In	1
Final Building Inspection	5
Final Electrical Inspection	3
Final HVAC Inspection	3
Final IBF Inspection	1
Final Inspection	6
Final Plumbing Inspection	5
Foundation Inspection	1
Framing Inspection	1
Gas Line Inspection	1
HVAC Rough In	1
Initial Inspection	2
New Sign - Final Inspection	1
Plumbing Rough-In	10
Plumbing Top Out	2
Pool - Bonding on walk around	1
Re-inspection	1
Violation Inspection	2
Violation Inspection - Final	2
Violation Inspection - Follow up	5
<u>Total</u>	<u>60</u>

Code Enforcement

Code Enforcement Activities

<u>Name</u>	<u>New</u>	<u>Completed</u>	<u>Pending</u>	<u>Overdue</u>	<u>Created</u>
Jodi Holthe	59	57	1	7	59
Code Enfor Total	59	57	1	7	59
<u>All Department Total</u>	<u>59</u>	<u>57</u>	<u>1</u>	<u>7</u>	<u>59</u>

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January Report

Started January 1st with 3 dogs
 Ended January 30th with:
 Two (2) Cats 8 Dogs and 1 dog fostered

Animals In

Cat Brought In: 12
 Dog Brought In: 25
 Total Animals Brought In: **37**

Animals Returned from Fostering

Dog: 1
 Total Animals Returned from Fostering: **1**

Total Animals In: 38

Animals Out

Animals Died in Shelter - Dog: 6 (Newborn puppies born in shelter)
 Total Animals Died in Shelter: **6**

Animals Euthanized

Cat: 6 = 5 Feral and 1 Medically Untreatable
 Dog: 3 (2 Requested by owner {1 Too old and 1 medically untreatable}, 1 at shelter Medically Untreatable)
 Total Animals Euthanized: **9**

Animals Fostered

Dog: 1
 Total Animals Fostered: **1**

Animals Reclaimed

Dog: 9
 Total Animals Reclaimed: **9**

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Animals Transferred Out

Cat: 4

Dog: 2

Total Animals Transferred Out: 6

Total Animals Out: 31

Total Animals In: 39

Total Animals Out: 42

Animal Control Information

Animal Control Officers Christy Wilson and Justice McRae will be attending the Texas Animal Control Training Institute of Certification & Licensing (TACTICAL) for the Euthanasia training course on February 28, 2022, at Arlington Animal Services. Christy will be completing her Review-level training which will renew her license for the next three (3) years and Justice will be taking her Initial-level training courses which provides hands-on training on injectable administration methods for trainees.

- To be in compliance with Texas Health and Safety Code, Treatment and Disposition of Animals, Section 821.055, a person (except for a veterinarian licensed to practice in Texas) may not euthanize an animal in the custody of an animal shelter unless he/she has successfully completed a training course in the proper methods and techniques for euthanizing animals. Additionally, ♦ the person has until the 120th day following the date of initial employment to complete training. During this interim period, nothing in Section 821.055 prohibits the person from euthanizing an animal.

Historic Preservation Board Commission Meetings

1. January 18, 2022 “Special” Meeting

Consent Agenda

- A. Consider approval of minutes from the January 5, 2022 Historic Preservation Board Meeting.

Individual Items for Consideration

- A. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by James Brady Martin.
- B. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Lane Family Trust representative, Michael Stephenson.
- C. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Oakdale Park representative, Luci DiGiorgio.

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- D. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Oakdale Park representative, Luci DiGiorgio.
- E. Discussion, consideration and possible action regarding the City of Glen Rose Farmers Market Vendor Participation Application.
- F. Discussion, consideration and possible recommendation to City Council regarding the 2021/2022 Glen Rose Historic Property Tax Exemptions.

Workshop

- A. Discuss the City of Glen Rose Sign Ordinance
- B. Discuss mural painted for Lindsey Brewer

2. January 28, 2022 Regular Meeting

Consent Agenda

- A. Consider approval of minutes from the January 18, 2022 Historic Preservation Board Meeting.

Individual Items for Consideration

- A. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by James Brady Martin.
- B. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Lane Family Trust representative, Michael Stephenson.
- C. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Oakdale Park representative, Luci DiGiorgio.
- D. Discussion, consideration and possible action regarding a Certificate of Appropriateness Application as submitted by Lindsey Brewer.
- E. Discussion, consideration and possible recommendation to City Council regarding the 2021/2022 Glen Rose Historic Property Tax Exemptions.
- F. Discussion, consideration and possible action regarding the Historic Preservation Board meeting Time and Dates.
- G. Discussion, consideration and possible action regarding the City of Glen Rose Farmers Market Vendor Participation Application.

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- H. Discussion, consideration and possible action regarding the City of Glen Rose Sign Ordinance.

Hot Topics

Certificates of Occupancy

Permit Type	Address	Name	Date Issued
C.O.	200 East Elm Street Suite D	Health Food Store	12/03/2021
C.O.	507 SW Big Bend Trail Ste B	Pizza Hut	10/14/2021
C.O.	200 East Elm Street Unit C	Salvage Hippie	12/02/2021
C.O.	539 NE Big Bend Trail	Mama Mia	12/03/2021
C.O.	301 Live Oak Street Unit #4	Andra Brannock Massage Therapy	11/22/2021
C.O.	505 SW Big Bend Trail	Wilson Arms	10/11/2021
C.O.	200 East Elm Street Ste B	Chelle's Creations	11/23/2021
C.O.	1207 NE Big Bend Trail Ste. J&K	Cheerful Heart	11/09/2021
C.O.	1615 NE Big Bend Trail	9M9 Hospitality	11/19/2021
C.O.	401 North Gaither	Tiger Wash	01/14/2022
C.O.	212 NE Barnard Street	The Green Pickle Grill	10/14/2021

Dollar Store New Construction

1. Form Board - Passed
2. Plumbing Rough - Passed
3. Foundation – Passed
4. Parking Lot – Passed in phases along with unground conduit for parking lot lights
5. Electrical pole for service will be installed soon, per conversation with Texas / New Mexico
6. Starting to go upright with frame work

Mesa Drive Residential Construction

Building	New Construction	115 Mesa Drive	10/29/2021
Building	New Construction	113 Mesa Drive	10/29/2021
Building	New Construction	111 Mesa Drive	10/29/2021

- All three homes are under construction. They have completed the following:
 1. Form Board
 2. Plumbing Rough
 3. Foundation

The contractor is now cleaning up subdivision and is preparing for the seconds inspection which consist of the following:

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1. Building / Framing
2. Plumbing Top-out
3. Mechanical rough
4. Electrical rough

Valley View Residential Construction

Building	New Construction	116 Valley View Street	12/17/2021
Building	New Construction	118 Valley View Street	09/07/2021
Building	New Construction	119 Valley View Street	12/15/2021
Building	New Construction	120 Valley View Street	09/07/2021
Building	New Construction	122 Valley View Street	09/07/2021
Building	New Construction	123 Valley View Street	12/29/2021
Building	New Construction	132 Valley View Street	08/05/2021
Building	New Construction	172 Valley View Street	09/03/2021
Building	New Construction	148A Valley View Street	08/23/2021
Building	New Construction	167 Valley View Street	10/26/2021

All homes have completed the following:

1. Form Board
2. Plumbing Rough
3. Foundation

Houses vary in the final stages, but most of them are finishing up the Seconds for inspections, and then will be ready for Finals.

4. Building / Framing
5. Plumbing Top-out
6. Mechanical rough
7. Electrical rough



AGENDA ITEM SUMMARY

MEETING DATE: 02/08/2022

STAFF REPRESENTATIVE: Kelly Harris, Somervell County Tourism

ITEM: CVB / Tourism Report



AGENDA ITEM SUMMARY

MEETING DATE: 02/08/2022

STAFF REPRESENTATIVE: Michael Leamons, City Administrator

ITEM: City Administrator Report

City Administrator Report
January 2022

Item 13.

Following is a list of some of the more significant and/or time-consuming transactions I was involved in during the month:

1. Reviewed the January Council agenda with Mayor Douglas and City Secretary McDonald. Helped prepare the packet. Prepared Administrator Report and monthly financial reports.
2. The two-factor authentication for our google systems has been implemented.
3. Contacted the six cities mentioned by the Council when the Comprehensive Plan was being discussed. One of the cities had been pursuing a plan through A&M. The University of Texas at Arlington has a program similar to A&M's. Prepared and issued RFP for Comprehensive Plan. Conducted Pre-Proposal Conference. Issued addendum to the RFP.
4. Continue to work with TWDB and eHT to reconcile our TWDB project's financial records. Finally obtained TWDB approval of a change order that the City Council approved last summer.
5. Met with another developer to discuss the possibility of a different project on the property adjacent to the 7-Eleven. This developer has the entire property under contract and is exploring a mixed commercial/residential development.
6. The new Glen Rose Police Department Policies and Procedures has been carried across the finish line.
7. After resolving the TxDOT training requirement that was holding up our AFA, discovered that it is now being held up over an internal TxDOT debate over local-let versus state-let. If it goes the route of state-let, we will lose control of the project. It appears we will be able to obtain permission for local-let. That decision will come out of the Stephenville office.
8. Worked with Councilman Freas on the NE Barnard Street "No Parking" Zone. Came up with a proposal. After receiving additional input from Glen Lake Camp, made one small adjustment and the Ordinance was approved..
9. Continued to work on a Municipal Solid Waste RFP. Met with the committee and after receiving committee input, finalized a version for the Council to consider at its February 8th Meeting. City Attorney Pendleton has reviewed and approved the RFP as to form.
10. Submitted revisions to the Building Department Fee Schedule to the Council. After receiving input from the Council, will be re-submitting this on the February 8th Consent Agenda..
11. Have been exploring connecting Tom Rumph Road to the Stone Ridge Subdivision. Initially, the developer was favorably inclined to making the connection. Then, his position changed. Continuing to work on this. Without the cooperation of the developer, this will become a more expensive proposition.
12. Looked into some of the financial investment strategies raised at the January Council Meeting. Discovered our bonds can't be redeemed until 8-15-26. Asked Chris Hay for an estimate on replacing the 3 City water tanks which have exceeded their life expectancy. (I'm guessing this will cost about \$1.5 million.) Investing in infrastructure could be an alternative to paying off the City's bonds. Also contacted Financial Advisor Jason Hughes with Hilltop Securities, who prepared an estimate for his firm to review the City's Investment Policy and provide some recommendations.
13. Met with Public Works Director Holder, Building Official Reeves, and a property owner about her development plans for 30 acres across from the Promise and the possibility of annexing into the City and receiving City services.

14. Made some inquiries into the disannexation situation that has been ongoing since last summer.
15. Upon receipt of two week notice from City Secretary McDonald, began exploring the options open to the City.
16. Learned that the 7-Eleven isn't collecting City sales tax. Found City Secretary McDonald's communications with the State Comptroller's Office concerning the City's annexation of that property. Contacted a representative of the Comptroller's Office who indicated the current situation represented a failure on the State Comptroller's part and that the matter would be corrected and that the City would be made whole for the months when tax wasn't being collected.
17. Met with Chief Appraiser Rollen to receive an update on the unfolding appraisal situation. Escalating prices have caused the District to fail to maintain the required ratios between appraisal values and sales prices. There will be a significant increase in appraised value of residential property, as a whole, within Somervell County. What the impact will be upon any given individual residential property is unknown.
18. Electronic versions of the annual audit were distributed to several entities, including the Texas Municipal Advisory Council, the Texas Water Development Board, and the Municipal Securities Rulemaking Board.



AGENDA ITEM SUMMARY

MEETING DATE: 02/08/2022

STAFF REPRESENTATIVE: Stephanie McDonald, City Secretary

ITEM: City Secretary Report

City of Glen Rose
City Secretary's Office
Staff Report for January Activities

1. Compiled, organized, processed, and distributed City Council Packets for January 3, 2022; January 11, 2022; January 24, 2022; and January 31, 2022
2. Posted the minutes and audio/video of all January meetings, Council meeting and posted on website.
3. Completed four set of minutes for the January 2022 City Council meetings for review and approval at the first February City Council Meeting.
4. Accepted application for PW and distributed as necessary.
5. Processed two Applications for City Council for the May 2022 Election. The Deadline to file is February 18, 2022.
6. Processed Mayor Douglas for Training in March 2022.
7. Booked Hotel for trip listed above.
8. Coded invoices as needed.
9. Met with Police Chief Martin regarding Job Offer to new Police Department Employee.
10. Worked with Central Texas Title in Glen Rose to complete the abandonment of alleyways in Wolf City.
11. Assisted with postings and notices for the Bid Packet regarding updating the City's Comprehensive Plan.
12. Completed multiple open records requests.
13. Worked on Records retention documents.
14. Accomplished one Personnel Verification request.
15. Attended the TMCCP Election Law Seminar Training. There were many new laws put in place this year.
16. Processed and submitted Employee HSA Funding for January.
17. Set additional employees up with access to create and manage Zoom meetings.
18. Worked with Kinect (phone service) regarding issues with the ZoomRoom equipment.



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, consideration and possible action regarding recommendations from Historic Preservation Committee regarding the 2021/2022 Glen Rose Historic Property Tax Exemptions		
PREPARED BY:	Building/Planning/Code Enforcement Assistant Holthe	DATE SUBMITTED:	01/31/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: The Historic Preservation Board and staff have sent notices to Historic Property owners, posted tax exemption notice on our website, received and reviewed applications in accordance with the City's Historic Preservation Board Ordinance. After review, the Historic Preservation Board has recommended the attached list of properties for the 2021/2022 Tax Year.			
RECOMMENDED ACTION:			
Move to approve the attached list of properties for this year's Historic Preservation Tax Exemption Program.			

2021-2022 CITY AD VALOREM TAX EXEMPTIONS FOR HISTORICAL PROPERTIES

The following list depicts property owners that applied for and met all criteria for the 2021-2022 city tax exemption:

- R3679 602 NE Barnard Street
- R3134 608 NE Barnard Street
- R4498 116 NE Barnard Street
- R2040 101 W Elm Street
- R3113 101 E Elm Street
- R3182 1019 NE Barnard Street
- R5386 205 SW Barnard Street
- R1594 102/104 Walnut Street
- R2047 114 Walnut Street
- R15384 203 Grace Street
- R4733 212 NE Barnard Street
- R3068 300 NE Barnard Street
- R3243 306 Grace Street
- R2820 404 Paluxy Street
- R3015 812 NE Barnard Street



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on a Request for Proposals for Municipal Solid Waste Collection Services.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	Request for Proposals for Municipal Solid Waste Collection Services		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
The City's contract with Republic Services for Municipal Solid Waste Services expires at the end of 2022. An RFP for Municipal Solid Waste Collection services was prepared and presented to the committee appointed by the Council. At the suggestion of committee members some changes were made. The final product is attached for your review. One item that has been addressed in the RFP is the timing for consumer price index triggered price increases. The city would be notified of any increase during the City's budget process and the increase would become effective on October 1st, the first day of the City's new fiscal year. Since there was some controversy when the City went from twice a week to once a week collections, an alternate for twice a week residential collections has been included. The proposal includes a quarterly bulky item collection. With this increase in bulky item collections, staff is hopeful the Council will be amenable to eliminating the monthly operation of the Convenience Station. After discussion with someone in the industry, penalties for various performance failures were added as tools to ensure dependable service. As you will see, the RFP is very detailed with the intent of avoiding the controversy encountered the last time the City went through this process.			
RECOMMENDED ACTION:			
Make any modification desired and move to approve the RFP for publication.			

City of Glen Rose, Texas
Request for Proposals (RFP)
Solid Waste Collection, Hauling, and Disposal Services

Dated: February 15, 2022

Responses Due: March 29, 2022 at 2:00 PM CDT

REQUEST FOR PROPOSALS WITH QUALIFICATIONS
FOR THE COLLECTION AND DISPOSAL OF
RESIDENTIAL AND COMMERCIAL SOLID WASTE

The City of Glen Rose, Texas is accepting sealed proposals for Solid Waste Collection and Disposal Services—Type of Work: Collection, transportation, and disposal of all residential and commercial solid waste, including refuse, and bulky waste from the Contract area to a disposal or processing site identified by the Contractor. Proposal packages may be obtained from City Hall. Sealed proposals labeled "Solid Waste Collection and Disposal Services" are due prior to the public proposal opening on March 29, 2022 at 2:00 p.m. at City Hall, 201 NE Vernon Street, Glen Rose, TX 76043. For information call (254) 897-2272, ext. 107. The City of Glen Rose reserves the right to reject any or all proposals, to waive technicalities, and to make any investigation deemed necessary concerning the proponent's ability to provide the services as covered by the specifications and to accept the proposal deemed the best value for the City.

Michael Leamons, City Administrator

CERTIFICATION

I hereby certify that the above "Request for Proposals" was posted on the bulletin board of City Hall, City of Glen Rose, Texas on the 15th day of February, 2022.

Stephanie McDonald, City Secretary

REQUEST FOR PROPOSALS (RFP)
FOR THE COLLECTION AND DISPOSAL OF

RESIDENTIAL AND COMMERCIAL SOLID WASTE

INSTRUCTION TO PROPONENTS

1. Receipt and Opening of Proposals

Proposals will be received at City Hall at 201 NE Vernon Street, Glen Rose, Texas until 2:00 p.m. on Tuesday, March 29th, 2022 (the deadline) at which time a public opening will be conducted. The envelope containing the proposals must be sealed and delivered to City Hall and plainly marked "Proposal for Solid Waste Collection and Disposal."

By Mail: City of Glen Rose
P.O. Box 1949
Glen Rose, Texas 76043

By other carrier: City of Glen Rose
201 NE Vernon Street
Glen Rose, Texas 76043

Each proponent shall provide the City with ten (10) copies and one (1) digital copy. It is the proponent's responsibility to ensure that proposals are delivered to the City prior to the deadline. Proposals received after the deadline will not be considered.

2. Evidence of Insurance

Each proposal must be accompanied by a current certificate of insurance for the proponent or evidence of self-insurance.

3. Scope of Work

Proposals shall conform to the terms and requirements of the twenty-six (26) page Glen Rose Municipal Solid Waste Agreement accompanying this RFP and shall be submitted on the form provided.

4. Mandatory Pre-Proposal Conference

The City will conduct a pre-proposal conference on Tuesday, March 8th at 2:00 p.m. at City Hall at 201 NE Vernon Street, Glen Rose, Texas. Any firm wishing to submit a proposal must have a representative present at the pre-proposal conference. City staff will answer questions and provide clarifications concerning the RFP at that time. No addendum will be issued until after the pre-proposal conference.

5. Addendum and Explanations

Explanations, such as the meaning or interpretation of the invitation, specifications, definitions, etc., desired by a prospective proponent shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each known proponent. All written requests for explanations or interpretations must be received by the City Administrator no later than the City's close of business on March 15, 2022. Any verbal statements regarding the same, by any person, previous to the award, shall not be authoritative and will not be binding.

Addendum issued prior to the date of receipt of proposals shall become a part of the Agreement documents and all proposals shall include the work described in the addendum.

6. Name, Address, and Legal Status of the Proponent

The legal status of the proponent, whether corporation, partnership, or individual, shall be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership proponent shall give full names and addresses of all partners. The proposal and all copies must be properly signed in ink.

7. Competency of Proponent

The opening and reading of the proposal shall not be construed as an acceptance of the proponent as a qualified, responsible proponent. The City reserves the right to determine the competency and responsibility of a proponent from its knowledge of the proponent's qualifications and from other sources.

The City will require submission with the proposal of supporting data regarding the qualifications of the proponent in order to determine whether the proponent is a qualified, responsible proponent. The proponent shall furnish the following information:

- (a) Evidence, in form and substance satisfactory to the City, that the proponent as a going concern in refuse collection and disposal:
 - 1. has been in existence for more than five (5) consecutive years immediately preceding the date of the opening of proposals;
 - 2. has experience with operations of comparable size to those required by the City of Glen Rose;
 - 3. possesses the resources necessary to perform all phases of the work called for in the Agreement documents; and,
 - 4. has access to an operating landfill.
- (b) A list of all municipal solid waste Agreements held in Texas.

- (c) At least five phone and email contacts for officials in other cities where the proponent has been in operation for three or more years.

8. Disqualification of Proponent

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of the proposal:

- (a) Evidence of collusion among proponents;
 - (b) Lack of competency as revealed by the documents provided in the proposal;
 - (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship;
 - (d) Default on a previous Agreement for failure to perform; and,
 - (e) Failure to complete any or all parts of, or follow instructions in, the entire proposal packet.
- There are to be no alterations to this proposal packet, and all proposals received must be received with the packet in complete context as presented to each proponent.

9. Method of Award

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineations of the Agreement documents and of the proposal shall render the accompanying proposal irregular and subject to rejection by the City. The City intends that the Agreement shall be awarded within sixty (60) calendar days following the date that proposals are publicly opened.

Proposals will be evaluated based on quality of service, available resources, and previous performance as well as price. Once a Contractor is selected, the City shall enter into final negotiation of a Agreement. The City reserves the right to cease negotiations at any time if it feels doing so is in its best interest. If negotiations cease, the City may elect to enter negotiations with another proponent or reject all proposals and re-advertise for proposals. All decisions and awards shall be at the sole discretion of the City Council and all decisions shall be final.

10. Historic Data

During 2021 a total of 3,270 tons of residential/commercial waste and 418 tons of Roll-Off waste were collected within the City. At the beginning of 2022, the City had 912 Single-Family Residential Units and 197 Commercial and Multi-Family Residential Units. A list of the service being provided to the 197 Commercial and Multi-Family Residential Units (including the City's units provided at no cost) follows:

CONTAINER	# COLLECTIONS PER WEEK	COUNT
1 Cart	1	49

1 Cart	2	24
2 Carts	1	1
2 Carts	2	13
3 Carts	1	1
3 Carts	2	5
4 Carts	2	2
7 Carts	2	1
1 x 2 Yard	1	3
1 x 3 Yard	1	15
1 x 3 Yard	2	16
1 x 3 Yard	3	1
2 x 3 Yard	1	1
2 x 3 Yard	2	3
3 x 3 Yard	2	2
1 x 4 Yard	1	10
1 x 4 Yard	2	19
1 x 4 Yard	3	4
1 x 4 Yard	4	1
1 x 4 Yard	5	1
2 x 4 Yard	1	1
2 x 4 Yard	2	10
2 x 4 Yard	5	1
3 x 4 Yard	2	4
3 x 4 Yard	3	4
4 x 4 Yard	2	3
4 x 4 Yard	3	1
4 x 4 Yard	4	<u>1</u>
Total:		197

Note: Under the City's current Agreement, dumpsters are emptied via side-load trucks, limiting the maximum dumpster size to four (4) yards. Previously, six (6) and eight (8) yard dumpsters were also used to service the City's businesses. The City prefers not to have side-loaded dumpsters.

CITY OF GLEN ROSE MUNICIPAL SOLID WASTE RFP PROPOSAL FORM

Rates and Fees (As listed in Sections 6 and 9 of the Agreement) are to include franchise fee.

Once a Week Single-Family Residential Unit Services

\$ _____per month for each once/week Single-Family Residential Unit utilizing one Cart

\$ _____per month for each additional Cart utilized by such Single-Family Residential Unit

Commercial and Multi-Family Residential Unit Services

NUMBER OF COLLECTIONS PER WEEK

Container Type	One	Two	Three	Four	Five
Cart	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2yd Dumpster	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3yd Dumpster	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4yd Dumpster	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6yd Dumpster	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8yd Dumpster	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Monthly surcharge to equip a container with a locking device: \$ _____

Monthly surcharge to equip a container with casters: \$ _____

Roll-Off Services

Twenty (20) Yard Haul: \$ _____

Thirty (30) Yard Haul: \$ _____

Forty (40) Yard Haul: \$ _____

Roll-off "delivery" fee*: \$ _____

Roll-off daily rental*: \$ _____

Over-load fee: \$ _____/ton (for loads exceeding 4 tons)

City's Twenty (20) Yard Sludge Box Haul: \$ _____

City's Six Optional Thirty (30) Yard Hauls: \$ _____/haul

ALTERNATE PRICING TO GO WITH CITY-WIDE TWICE A WEEK SINGLE-FAMILY RESIDENTIAL UNIT SERVICES IN LIEU OF ONCE A WEEK SERVICES

Twice a Week Single-Family Residential Unit Services

\$ _____per month for each twice/week Single-Family Residential Unit utilizing one Cart

\$ _____per month for each additional Cart utilized by such Single-Family Residential Unit

Landfill(s) to be used under this Agreement: _____

I have read the City of Glen Rose Request For Proposals (RFP) for Solid Waste Collection, Hauling, and Disposal Services and the attached twenty-six (26) page Glen Rose Municipal Solid Waste Franchise Agreement and, hereby, agree to provide the above services at the prices listed pursuant to all the provisions of said Agreement. This is a firm offer, good for one hundred eighty (180) days. Furthermore, if awarded the Agreement to provide Municipal Solid Waste Collection and Disposal Services for the City of Glen Rose, I have full authority to do so and will execute the said Agreement as presented. I also acknowledge receipt of addendum # _____ (List the numbers of any addenda you may have received. If no addenda were received, write "NONE".)

Name and title (printed)

Company Name

Signature

Date

THE STATE OF TEXAS }

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____,
2022, by _____ (name), _____ (title).

Notary Public, State of Texas

EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE IN THE CITY OF GLEN ROSE, TEXAS.

**SECTION 1 (of 37)
DEFINED TERMS**

The following terms, as used herein, will be defined as follows:

Bulky Item - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items. Tires, batteries, motor oil, Hazardous Waste, dead animals, and auto parts are excluded.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday, or Holiday as defined in this Agreement.

Cart - A container with ninety-five (95) gallons of capacity. Also known as a Poly Cart.

City - City of Glen Rose, Texas.

Commercial Unit - Any facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, and manufacturers.

Commercial Hand Collect Unit - A small Commercial Unit which generates no more than two (2) cubic yards of waste per week and does not opt to have a dumpster. An exception to the two (2) cubic yard weekly limit is made for small Commercial Units where there is no space for setting or collecting waste from a dumpster.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

Container - Any receptacle, including, but not limited to, Dumpsters, Roll-Offs, and Carts, provided to the City by the Service Provider and utilized by a Commercial, Roll-Off, or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between ninety-five (95) gallons and forty (40) cubic yards of Solid Waste.

Dumpster - A type of metal movable waste container with a lid, ranging in size from two (2) to eight (8) cubic yards, designed to be lifted and emptied by a garbage truck.

Franchise Agreement - Contract between the City and the Service Provider regarding rights and obligations concerning the collecting, hauling, and disposing of Municipal Solid Waste and Construction and Demolition Waste originating within the City's corporate limits.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order, or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, that generates and accumulates Municipal Solid Waste. The identities of the members of

a Handicapped Residential Unit shall be certified by the City Administrator and agreed to by the Service Provider.

Holidays - The following days:

New Year's Day (January 1st)

Memorial Day (Last Monday of May)

Independence Day (July 4th)

Labor Day (First Monday of September)

Thanksgiving Day (Fourth Thursday of November)

Christmas Day (December 25th)

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for and inhabited by multiple family units that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off - A container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Off Unit - Any operator generating large volumes of Municipal Solid Waste or Construction and Demolition Waste and requiring Roll-Off service.

Service Provider – The proponent to whom this Contract is awarded.

Single-Family Residential Unit - Any residential dwelling that is designed for and inhabited by a single person or family unit that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

White Good - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink, washer, or dryer.

SECTION 2 (of 37) EXCLUSIVE FRANCHISE GRANT

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste, to the extent allowed by law, the exclusive franchise, license and privilege to collect, haul, and dispose of Municipal Solid Waste and Construction and Demolition Waste over, upon, along, and across the City's present and future streets, alleys, bridges, and public properties; provided, however, the exclusive franchise grant contained herein shall not apply to Construction and Demolition Waste originating on a single-family residential property, when the owner personally collects, hauls, and disposes of said waste. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer, or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive franchise grant described herein.

SECTION 3 (of 37) OPERATIONS

- A. Scope of Operations.** It is expressly understood and agreed that the Service Provider shall collect, haul, and dispose of all Municipal Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Roll-Off, and Residential Units, and (ii) placed within Containers by those Commercial, Roll-Off, and Residential Units receiving the services of the Service Provider, all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement, (the "Services").
- B. Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled, and recycled or disposed of by the Service Provider over, upon, along, and across the City's present and future streets, alleys, bridges, and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials. Title to and liability for materials excluded from this Agreement that were not generated by the City shall not be assigned to the City.
- C. Scheduling.** The City prefers to have a truck scheduled to be in Glen Rose to collect Municipal Solid Waste on every Business Day. Where Commercial and Multi-Family Residential Units (and Single-Family Residential Units if the twice a week collection alternate is selected) require

collection on more than one day a week, unless instructed otherwise by the customer, the Service Provider shall create a schedule to divide the intervals between collections as evenly as possible. The scheduling identified under this section shall not be changed except to accommodate holidays or unless said change is agreed to in writing at least fourteen (14) days in advance of the change by both the City and the Service Provider. Should scheduling be disrupted due to equipment failure, manpower shortages, Landfill issues, or other reasons not covered under Section 29 of this Agreement, under no circumstances shall the Service Provider delay collection more than twenty-four (24) hours. Failure to adhere to agreed-upon scheduling requirements for reasons other than those covered under Section 29 of this Agreement shall be considered grounds for termination of this Agreement as provided in Section 28 of this Agreement.

D. Routes. The Service Provider shall establish collection routes for each day that collections are made within the City and shall provide the City a map of said routes no later than sixty (60) days prior to this Agreement's Effective Date. Once the City has reviewed and approved the routes, the Service Provider shall mail a copy of the applicable route map to every customer within the City. The Service Provider shall strictly adhere to the established routes unless a change is agreed to in writing at least fourteen (14) days in advance of the change by both the City and the Service Provider.

E. Reports.

1. Daily Reports. If operations are going smoothly and good communications are being provided as outlined under Subsection F, daily reports will not be required. Should the City determine that daily reports are necessary, those reports must be submitted by 10:00 a.m. on the following Business Day.
 - (a) Daily Call Log – A listing of the calls received by date and time, type of call (missed collection, complaint, inquiry), and the resolution.
 - (b) Unacceptable Set-out Log – A listing of unacceptable set-outs by address with a description of the reason for the determination.
2. Monthly Reports. Monthly reports are to be submitted by the 15th day of the month and shall include:
 - (a) A report on the pounds of waste collected in the previous month under this Agreement; and,
 - (b) The Franchise Fee Report required under Section 15.E of this Agreement.

F. Communications. Each Business Day, the Service Provider's driver or manager shall check in with City staff prior to the departure of the Service Provider's truck from the City or at 4:45 p.m., whichever comes earlier. Quarterly, the Service Provider's management shall confer with the City to evaluate performance under this Agreement.

SECTION 4 (of 37)

CART COLLECTIONS

- A. Single-Family Residential Units.** The Service Provider shall collect Municipal Solid Waste once per week (unless the City chooses to go with the twice per week alternate) from Single-Family Residential Units provided that (i) such Municipal Solid Waste is placed in Carts provided by the Service Provider, and (ii) such Carts are placed on the street or within two (2) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Except as provided for herein, the Service Provider shall only be responsible for collecting, hauling, and disposing of (i) Municipal Solid Waste placed inside the Carts. Municipal Solid Waste in excess of the Carts, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider at its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential Unit to utilize an additional Cart so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Subsection 9.A of this Agreement. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.
- B. Commercial Hand Collect Units.** The Service Provider shall collect Municipal Solid Waste from Commercial Hand Collect Units provided that (i) such Municipal Solid Waste is placed in Carts provided by the Service Provider and (ii) such Carts are placed on the street or within two (2) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 6:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Carts provided by the Service Provider. Municipal Solid Waste in excess of the Carts' limits, or placed outside or adjacent to the Carts, will not be collected by the Service Provider. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Commercial Hand Collect Unit to utilize an additional Cart so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. of this Agreement.
- C. Handicapped Residential Units.** Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Carts. The Service Provider shall not be responsible for any other modifications and/or accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Handicapped Residential Units.

SECTION 5 (of 37)

DUMPSTER COLLECTIONS

The Service Provider shall collect Municipal Solid Waste from dumpsters located at Commercial and Multi-Family Residential Units at intervals as provided for in Section 9 of this Agreement. Containers equipped with locks must be unlocked by 6:00 a.m. on the day(s) of collection. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.0 of this Agreement. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein Agreemented and that the Commercial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surfaces.

SECTION 6 (of 37) SPECIAL COLLECTIONS AND SERVICES

(The blanks in this section are to be filled in with the rates and fees provided in the Service Provider's proposal.)

A. Municipal Locations. The Service Provider will provide, at no cost to the City, Containers for and the collection of collect Municipal Solid Waste at the following municipal locations within the City:

1. One (1) 2-yard Container at the Wastewater Treatment Plant with once a week collection;
2. Two (2) Carts at City Hall with once a week collection;
3. One (1) 4-yard Container at the Somervell County Fire Hall with once a week collection;
4. Two (2) 8-yard Containers at the Public Works Yard with twice a week collection; and,
5. One (1) 3-yard Container at the Animal Control Facility with once a week collection.

Whether from the above listed 3-yard Container or from another Container provided at no cost to the City, once a week, the Service Provider shall collect dead animals at the Animal Control Facility at no charge to the City.

B. Convenience Station. The Service Provider shall provide, at no cost to the City, a 30 yard Roll-Off with four hauls during the year for the collection of non-putrescent Municipal Solid Waste at the City's Convenience Station. During each year, the City shall have the option to obtain no more than six (6) additional hauls for City events at a rate of \$_____/haul.

- C. Wastewater Treatment Plant.** The Service Provider shall be responsible for processing the paperwork necessary to dispose of the sludge from the City's Wastewater Treatment Plant. On an as-needed basis, the Service Provider shall haul a twenty (20) yard sludge box from the City's Wastewater Treatment plant at a rate of \$ _____/haul.
- D. Special Events.** With thirty (30) days advance notice, the Service Provider shall provide up to thirty (30) carts each year (with one [1] collection for each), at no cost to the City, for use at special events hosted by the City or the Convention and Visitors Bureau. The Service Provider will receive recognition as a sponsor of any event where these carts are used.
- E. Disaster Relief Services.** Upon request by the City, the Service Provider may provide special collection, hauling, and disposal services due to damage or destruction resulting from a flood, tornado, hurricane, pandemic, or other similar disaster. For the services provided under this subsection, the Service Provider shall charge the City (i) an amount equal to the rates and fees allowed under the Federal Emergency Management Agency's grant for the disaster relief services provided to the City under this subsection or (ii) a rate mutually agreed upon by the City and the Service Provider. Nothing contained herein shall be construed as to limit the City's ability to Contract with additional vendors to provide the disaster relief services contained in this subsection.

SECTION 7 (of 37) BULKY ITEMS AND BUNDLES

Quarterly, the Service Provider shall provide curbside collection services at no additional charge to the City for no more than a total of three (3) cubic yards (the equivalent of about six (6) poly carts) of Bulky Items or Bundles of brush or combination thereof per customer address, subject to the exclusions listed in Section 11 of this Agreement. Each Bulky Item or Bundle may not exceed forty-eight (48) inches in length or fifty (50) pounds in weight. Additional Bulky Items and Bundles may be disposed of by utilizing the Service Provider's Roll-Off Services at the cost provided for in Section 9 of this Agreement. White Goods containing refrigerants will not be collected by the Service Provider as part of this Agreement unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

SECTION 8 (of 37) EQUIPMENT

The Service Provider shall be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to all the Containers required to deliver the services outlined in this Agreement. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

A. Carts. Carts must be either injection molded with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE), contain UV stabilized resin, have a ten-year warranty, comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G compliant), be equipped with a metal lift bar (replaceable if damaged), and be uniform in appearance.

B. Dumpsters and Roll-Offs. All dumpsters shall have lids that fully close. Dumpsters and Roll-Offs must be painted a uniform color and bear the name of the Service Provider.

The Service Provider must have all of the equipment needed to provide the services described in this Agreement in place prior to January 1, 2023. Failure to acquire or deploy the equipment needed to provide the services described in this Agreement shall be deemed a breach of Agreement. When service is requested for new accounts or additional service or replacement Containers are requested for existing accounts, the Service Provider shall deliver the required Containers to the service address no later than three (3) days after receiving notification from the City.

SECTION 9 (of 37) RATES AND FEES

Subject to adjustment, as provided in Section 10 of this Agreement, the rates and fees to be charged and received by the Service Provider are as follows (*the blanks in this section are to be filled in with the rates and fees provided in the Service Provider's proposal*):

A. Once a Week Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$_____ per month for each Single-Family Residential Unit utilizing one Cart and (ii) \$_____ per month for each additional Cart utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.

B. Commercial and Multi-Family Residential Unit Services. For the Services provided to Commercial and Multi-Family Residential Units under Section 5 of this Agreement, the Service Provider shall charge per month for each Container utilized the following rates:

NUMBER OF COLLECTIONS PER WEEK

Container Type	One	Two	Three	Four	Five
Cart	\$_____	\$_____	\$_____	\$_____	\$_____
2yd Dumpster	\$_____	\$_____	\$_____	\$_____	\$_____

3yd Dumpster	\$_____	\$_____	\$_____	\$_____	\$_____
4yd Dumpster	\$_____	\$_____	\$_____	\$_____	\$_____
6yd Dumpster	\$_____	\$_____	\$_____	\$_____	\$_____
8yd Dumpster	\$_____	\$_____	\$_____	\$_____	\$_____

Monthly surcharge to equip a container with a locking device: \$_____

Monthly surcharge to equip a container with casters: \$_____

The foregoing rates apply to all Commercial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and/or sewer services.

C. Roll-Off Services. The Service Provider shall negotiate Agreements with each customer on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services shall be billed directly to the customer and will be collected by the Service Provider at the rates provided below. The Service Provider shall be responsible for all applicable sales tax collections and remittances associated with Roll-Off billings. The Roll-Offs provided pursuant to this subsection must be located within the City's corporate limits in accordance with City ordinances and policies. In addition to the flat rate quoted below, all Roll-Offs, except the municipal sludge units, shall be assessed a "set" fee of \$_____, a daily rental rate of \$_____, and a fee of \$_____/ton for loads exceeding four (4) tons. No Roll-Off shall be hauled if waste protrudes over the top sides of the unit.

Twenty (20) Yard Roll-Off Haul:	\$_____
Thirty (30) Yard Roll-Off Haul:	\$_____
Forty (40) Yard Roll-Off Haul:	\$_____
Twenty (20) Yard Municipal Sludge Box Haul:	\$_____

D. Alternate Twice a Week Single-Family Residential Unit Services in Lieu of the Once a Week Service Listed in Item A of this Section. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$_____ per month for each Single-Family Residential Unit utilizing one Cart and (ii) \$_____ per month for each additional Cart utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.

The City shall pay the Service Provider within thirty (30) days of receiving the Service Provider's monthly invoice.

SECTION 10 (of 37) RATE ADJUSTMENT

- A. Operating Cost Adjustment.** In May of each year, except the first year, of this Agreement, the Service Provider upon petitioning the City, shall be entitled to rate and price adjustments on the basis of Standard CPI rate increases tied to increases in the Water, Sewer, and Trash Collection Services expenditure category of CPI-U (non-seasonally adjusted, rolling 12-month average) published by the U.S. Bureau of Labor Statistics (see www.bls.gov/cpi/ for more information). These rate increases will go into effect in October, the first month of the City's fiscal year, 5 months after a petition is submitted.
- B. Landfill Cost Adjustment.** The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at the following Landfill(s) chosen by the Service Provider insert the name of the landfill(s) identified in the Service Provider's proposal (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, after consulting with and receiving approval from the City, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill, and (ii) shall have the right, beginning on any anniversary date of this Agreement and upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).
- C. Governmental Fees.** The parties acknowledge that the rates herein include all applicable fees, taxes, or similar assessments incurred under federal, state, and local laws, rules, and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees. The Service Provider shall promptly provide the City with documents and records in reasonable form and sufficient detail that show the increase in or imposition of any new Fees, which results in an adjustment to the rates pursuant to this subsection.

SECTION 11 (of 37) EXCLUSIONS

This Agreement shall not cover the collection, hauling, or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, or used tires from any Container provided by the Service Provider located at any Commercial, Roll-Off, or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial or Single-Family Residential Unit may negotiate an Agreement on an individual basis regarding the collection, hauling, or disposal of Construction and Demolition Waste, auto parts, or used tires by utilizing the Service Provider's Roll-Off Services. The aforementioned exclusion shall not apply to dead animals disposed of at the City's Animal Control Shelter.

SECTION 12 (of 37)

TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2023 and concluding on December 31, 2027. At the expiration of the term of this Agreement, the Agreement will be extended for five (5) successive periods of one (1) year; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least one hundred-twenty (120) prior to the expiration date of this Agreement or one hundred-twenty (120) days prior to any of the then applicable individual one-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent one (1) year extension periods, as applicable.

SECTION 13 (of 37)

ASSIGNMENT

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent. The City shall be informed of such assignment, and be provided an opportunity to meet and review the scope of services with the new service provider.

SECTION 14 (of 37)

EXCLUSIVE FRANCHISE ENFORCEMENT

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall make reasonable efforts to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service

Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Roll-Off, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Roll-Off, and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15 (of 37)

PROCESSING, BILLING, AND FEES

- A. Monthly Statement.** Monthly, just prior to the twenty fifth (25th) day of the month, the City shall bill and, subsequently, collect the rates and fees charged under Subsections 9.A and B hereof, along with any City-approved mark-up to cover the costs of billing and customer service, related to the trash collection, hauling, and disposal services provided under this Agreement, from all Commercial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial and Residential Units requiring the collection, hauling, and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement"). Immediately after processing its Monthly Statement, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial and Multi-Family Units, as well as the number and rate of Single-Family Residential Units which have been billed for that month. This report, along with notifications received from the City during the course of the month as service to Commercial or Residential Units is altered, shall provide the basis for the Service Provider's monthly billing to the City. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.
- B. Taxes.** In addition to the amounts billed and collected by the City under Subsection 15.A of this Agreement, the City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services, except for Roll-Off Services.
- C. Bad Debt; Unpaid Rates/Fees.** The City agrees that payments owed to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to the City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, or Residential Unit.
- D. Billings for Roll-Off Services.** Notwithstanding the above, the Service Provider shall bill and collect directly from customers for services performed and sales and use taxes due with respect to Roll-Off Containers pursuant to Subsection 9.C of this Agreement. The City shall have no obligation for unpaid rates or fees associated with those services.
- E. Franchise Fee.** For the right and privilege of using the City's public rights-of-way to provide exclusive services per the Agreement, the Service Provider, on the first day of each month during the term of the Agreement, shall pay the City a franchise fee equal to four percent (4%)

of gross receipts resulting from the operation of the services within the City and will email a report to the City detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar day's written notice. Should the City exercise its option to change the franchise fee, the rates listed in Section 9 of this Agreement shall be adjusted to include any direct increase or decrease in cost to the Service Provider.

SECTION 16 (of 37)

SPILLAGE

The successful Proposer shall exercise care to prevent spilling, leaks, and littering. The successful Proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking, and littering. The successful Proposer shall immediately pick-up and clean-up all spills, leaks (including hydraulic fluid leaks), and litter resulting from successful Proposer's vehicles, or by successful Proposer's employees or subcontractor while performing services under this Agreement. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

It is understood and agreed that the Service Provider shall not be required to clean-up, collect, or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Roll-Off, or Residential Unit. The Service Provider shall report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Roll-Off, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Roll-Off, or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste, or require the Commercial, Roll-Off, or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 of this Agreement, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17 (of 37)

NON-COLLECTION NOTICE AND FOLLOW-UP

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Roll-Off, or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 of this Agreement, fails to unlock a container or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable

rules adopted hereunder, or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and shall notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider shall also provide written notice to the Commercial, Roll-Off, or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Roll-Off, or Residential Unit's failure to timely place the Containers, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste may be collected.

B. Notice from a Commercial, Roll-Off, or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Roll-Off, or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Roll-Off, or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Roll-Off, or Residential Unit without cause, as supported by notice as described herein, then the Service Provider shall use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

C. Disputed Cause of Non-Collection. Where the cause for non-collection is disputed, no hard evidence exists supporting the position held by either party to the dispute, and the customer involved in the dispute has not been a party to another dispute over non-collection within the past six months, the benefit of the doubt shall be extended to the customer and the matter shall be resolved as set forth in Subsection 17.B of this Agreement.

SECTION 18 (of 37)

HOURS OF SERVICE

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m. (except non-single-family collections may commence at 6:00 a.m.), Monday through Friday. If someone residing on or immediately next to a site subject to being collected earlier than 7:00 a.m. complains about the noise associated with that collection, the Service Provider must begin adhering to a 7:00 a.m. starting schedule for that location. The Service Provider will not be required to provide service on weekends or Holidays except during natural

disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day. The Service Provider shall inform the City in writing of all observed Holidays, or changes in Holidays, and waste collection make-up days by January 1st of each year of service.

SECTION 19 (of 37)

CUSTOMER SERVICE

The City agrees to field all inquiries and complaints from Commercial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste, unless such complaints are related to the Service Provider's Roll-Off Services. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests, and missed collections. When City staff reach out to the Service Provider's primary contact regarding customer service issues, said contact shall respond to the City within two (2) hours. The Service Provider shall give each request and/or complaint prompt and courteous attention within twenty-four (24) hours, excluding weekends and holidays. If the Service Provider is unable to resolve a complaint within twenty-four (24) hours, the Service Provider shall notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within twenty-four (24) hours. The outcome of an unresolved complaint will be at the discretion of the City Administrator or her/his designee.

SECTION 20 (of 37)

COMPLIANCE WITH APPLICABLE LAWS

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section.

SECTION 21 (of 37)

VEHICLE MAINTENANCE AND SPECIFICATIONS

Vehicles used by the Service Provider for the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of said waste onto the City's public streets, or properties adjacent thereto. The Service Provider shall collect any Municipal Solid Waste and/or Construction and Demolition Waste that falls from one of the Service Provider's collection vehicles onto the City's public streets or properties adjacent thereto.

All vehicles shall be kept in a clean and sanitary condition and in good operating order. Collection vehicles shall be painted in the Service Provider's color or colors and shall be clearly marked in a contrasting color with the Service Provider's name and a unique vehicle identification number in characters not less than six (6) inches in height on each side and on the rear of each vehicle. Collection vehicles of sufficient size, number, and mechanical capabilities shall be provided to perform the services specified in this Agreement. All collection vehicles shall be equipped with two-way communication devices so that the successful Service Provider's staff and driver may communicate during the route collection.

SECTION 22 (of 37)

DUE CARE

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23 (of 37)

PERSONNEL AND PERFORMANCE STANDARDS

The Service Provider shall not deny employment to any person on the basis of race, creed, or religion, or other federally protected category and shall ensure that all federal and state laws pertaining to salaries, wages, and operating requirements are met or exceeded. The Service Provider, its agents, servants, and employees shall perform the Services in a courteous, competent, and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants, and employees while such agents, servants, and employees are acting within the scope of their employment or agency.

SECTION 24 (of 37)

PERFORMANCE BOND

Upon the execution of this Agreement, the Service Provider shall make, execute, and deliver to the City a good and sufficient performance bond in a form approved by the City to secure the full, complete, and faithful performance of the terms and conditions of this Agreement during its first year. The Surety shall be a surety company duly authorized to do business in the State of Texas,

having an “A” or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to the City. The Service Provider shall pay all premiums chargeable for the Performance Bond. The performance bond shall be valid and non-cancelable for a period of one year. The performance bond must be equal to the estimated amount of the initial twelve (12) calendar months of fees to be paid to Service Provider by City and customers as estimated by the City.

SECTION 25 (of 37)

INSURANCE COVERAGE

During the term of the Agreement, the Service Provider shall maintain in full force, at its expense, insurance coverage with minimum limits as follows:

Workers’ Compensation

Coverage A	Statutory limits
Coverage B - Employers Liability	\$1,000,000 per Employee per Disease
	\$1,000,000 per Employee per Accident
	\$1,000,000 by Disease aggregate

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	For property damage, bodily injury and clean up MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$5,000,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary and written on forms acceptable to the City without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” or “Excellent” and a financial size category of at least VII. Prior to the execution of the Agreement, the Service Provider shall furnish the City with an original certificate of insurance and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured on all policies other than Worker’s Compensation; and, (iii) shall contain waivers of subrogation

in favor of the City (excluding Workers Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering the Service Provider's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on the Service Provider's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of the Agreement and can result in retraction by the City of the award of the Agreement to the Service Provider or termination of the Agreement.
- The Service Provider shall file proof of insurance meeting the requirements as set forth herein with the City. The Service Provider shall be solely responsible for assuring that all proofs of insurance filed with the City are current. Failure of the Service Provider to fully comply with the requirements set forth herein regarding insurance is a breach of the Contract and the City may terminate the Agreement with the Service Provider.
- No changes are to be made to these specifications without the City's prior written approval.
- The City's approval of the insurance shall not relieve or limit the liability of the Successful Proponent for any damages arising from the Service Provider's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

To the extent permitted by law, any or all of the insurance coverage required by this Section may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The City Attorney must review and approve all plans for self-insurance.

SECTION 26 (of 37)

INDEMNITY

The Service Provider shall indemnify the City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by the Service Provider's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the service

provider immediately. The Service Provider shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Service Provider may reasonably request and shall make available to the Service Provider or its representatives all records and other materials reasonably required in such defense. So long as the Service Provider is contesting or defending any such claim or demand in good faith, no amount related to the claim shall be deemed to be due from either City or service provider hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers, and servants.

SECTION 27 (of 37) **ADMINISTRATIVE CHARGES**

The Service Provider understands that if it does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, City will suffer damages which are difficult to determine and adequately specify. The Service Provider agrees, in addition to any other remedies available to City, that City may withhold payment from the Service Provider in the amounts specified below as administrative charges for failure of the Service Provider to fulfill its obligations. The following acts or omissions shall be considered a breach of this Contract and City may require payment by the Service Provider of the charges set forth for each act:

- A. Failure to complete all collections between 6:00 a.m. and 7:00 p.m.: One thousand dollars (\$1,000) per route.
- B. Missed collection: Fifty Dollars (\$50) per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the Service Provider as an unacceptable set-out, and the Service Provider cannot provide data demonstrating a collection vehicle traveled on the street and collections occurred.
- C. Missed Residential Unit block: Five Hundred Dollars (\$500) per incident the Service Provider fails to pick up material on a block containing Residential Units. A missed residential unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by the Service Provider as unacceptable set-outs and the Service Provider cannot provide data demonstrating a collection vehicle traveled on street and collections occurred in the block.
- D. Failure to correct a missed collection as specified in the Agreement: Twenty Five Dollars (\$25) per occurrence per day.

- E. Failure to clean up spill as specified in the Agreement: Two Hundred Dollars (\$200) per incident per day.
- F. Failure to provide collection for the same customer two (2) or more times within a thirty-day (30) period: Fifty Dollars (\$50) per occurrence over one (1) occurrence.
- G. Failure to distribute unacceptable set-out notice in accordance with the Agreement: Twenty Dollars (\$20) per occurrence.
- H. Failure to submit an accurate report in the specified format, as required by the Agreement: Two Hundred Dollars (\$200) per report per calendar day.
- I. Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports): Non-payment until an accurate monthly accounting is submitted.
- J. Failure to respond to any customer complaint in accordance with the Agreement: One Hundred Dollars (\$100) per incident per calendar day.
- K. Failure to be prepared to perform services on or after the commencement date: Three Thousand Dollars (\$3,000) per calendar day.

City may impose administrative charges when the City's designated representative determines that performance consistent with the provisions of this Agreement has not occurred. The City's designated representative shall notify the Service Provider in writing or electronically of each act or omission under the terms of this Agreement reported to or discovered by City or its designee. It shall be the duty of the Service Provider to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to the Service Provider. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of this Agreement. The Service Provider's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

SECTION 28 (of 37)

TERMINATION

Either party may provide the other with written notice of a material breach of this Contract by the other party and the breaching party shall have sixty (30) days from the date on which it receives

such notice in which to cure such breach. In the event that such breach is not cured on a timely basis, the non-breaching party shall have the right to terminate this Agreement upon ten (10) days prior written notice. Upon the effective date of termination as contained in the notice, the Service Provider shall immediately discontinue all Services in connection with this Agreement. At such time, the City shall pay the Service Provider only for charges and fees in which Services performed on or before such termination date.

In the event of a termination due to a breach of this Contract by the Service Provider, the City may exercise its rights under the Service Provider's performance bond and procure the services of another waste services provider to complete the work covered under this Agreement for the remainder of the time period covered by the initial term of the Agreement or extension thereof.

If the City determines, and notifies the Service Provider, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Service Provider has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or causes it to be performed, the Service Provider shall compensate the City for the cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Service Provider.

The City may withhold all or part of any sums which would otherwise be due to the Service Provider, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.

In the event that the Service Provider shall fail to perform any of the material provisions of the Agreement, the City shall promptly notify the Service Provider of its noncompliance, stating with particularity the facts relating thereto and the period of time the Service Provider has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of the Agreement within the period of time specified by the City, the same is a violation of the Agreement, subject to the non-compliance penalty set forth in the Agreement. This remedy is hereby expressly made cumulative of other remedies available to the City, at law or in equity, for the breach of this Contract.

SECTION 29 (of 37)

FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire,

flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30 (of 37)
GOVERNING LAW

This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in a Court in Somervell County. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 31 (of 37)
NOTICES

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City: City of Glen Rose
P.O. Box 533
Glen Rose, TX, 76457

If to the Service Provider: *Contact information of successful proponent to be inserted.*

SECTION 32 (of 37)
ATTORNEYS' FEES

The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 33 (of 37)

RECORDS

City and Service Provider agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to proper performance of this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

SECTION 34 (of 37)

ACKNOWLEDGMENT

The parties acknowledge that the failure of the Service Provider to collect, haul, and dispose of Municipal Solid Waste and Construction and Demolition Waste in the City might damage the City in a way that could not be adequately compensated by monetary damages. The parties therefore agree that a breach or threatened breach of the Service Provider's obligations hereunder may appropriately be restrained by an injunctive order, granted by a court of appropriate jurisdiction.

SECTION 35 (of 37)

CUMULATIVE REMEDIES

Pursuit of the remedies described in Section 30 of this Agreement shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from the Service Provider under this Agreement or of any damages accruing by reason of the violation of its term, provisions, and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 36 (of 37)

SAVINGS PROVISION

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 37 (of 37)

ACCEPTANCE

Passed and approved by the City of Glen Rose Council at a time and place in complete conformity with the open meeting laws of the State of Texas and all other applicable laws this the _____ day of _____, 2022.

Service Provider

CITY OF GLEN ROSE

By: _____

By: _____

Julia Douglas, Mayor

THE STATE OF TEXAS }

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ (name), _____ (title).

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF SOMERVELL }

This instrument was acknowledged before me on the _____ day of _____, 2022, by Julia Douglas, Mayor of the City of Glen Rose, Texas.

Notary Public, State of Texas



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on an Ordinance Amending the City's Trash Collection Rates.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	Ordinance Amending the City's Trash Collection Rates		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
At the January Meeting, the Council asked that staff bring back an ordinance implementing various trash collection rate increases in response to the recent Republic Services 6% rate increase. Attached is an Ordinance with options for your consideration. When deciding what percentage of increase to adopt, please keep in mind that rates are likely to go up substantially next year when the City enters a new contract. Keeping the rates artificially low at this time would exacerbate what, most likely, will already be a painful transition.			
RECOMMENDED ACTION:			
Select the percentage of increase desired and move to adopt the Ordinance.			

ORDINANCE # _____

**AN ORDINANCE OF THE CITY OF GLEN ROSE, TEXAS,
AMENDING ARTICLE A.5000, DIVISION 2 “SANITATION
SERVICE,” SEC. A5.031 “RATES” OF THE CITY’S CODE
OF ORDINANCES TO INCREASE RATES TO REFLECT AN
INCREASE IN THE RATES REPUBLIC SERVICES IS
CHARGING THE CITY; PROVIDING REPEALING,
SEVERABILITY, PROPER NOTICE, MEETING AND
QUORUM CLAUSES; AND AN EFFECTIVE DATE.**

WHEREAS, on December 10, 2021 the City received notification from Republic Services of a 6% rate increase for the municipal solid waste collection services being provided to the City of Glen Rose (City) pursuant to the provisions of Section 10 of the Contract and subsequent Amendment;

WHEREAS, the rates the City has been charging its customers for municipal solid waste collection services to cover the Republic charges and the City’s overhead are only 5% higher than the rates being charged by Republic Services;

WHEREAS, if the City doesn’t increase customer rates, it will experience a loss every month on the municipal solid waste collection services it is providing;

WHEREAS, after considering the matter, the City Council has determined for the good government, peace, and order of the municipality, to increase the City’s municipal solid waste collection rates by amending Article A.5000, Division 2, “Sanitation Service,” Sec. A5.031 “Rates” of the City’s Code of Ordinances to reflect a ____% increase in its municipal solid waste collection rates;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS:

**SECTION 1 (OF 9)
INCORPORATION OF RECITALS**

All of the above recitals are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2 (OF 9)
AMENDING SECTION A5.031 “RATES”**

Section A5.031 “Rates” of the City’s Code of Ordinances shall be amended to read as follows:

	(Current)	(+6%)	(+3%)
Monthly Fees, Residential:			
95 Gallon Poly Cart, once a week service	\$10.40	\$11.03	\$10.71
Additional Poly Cart, once a week service	\$7.35	\$7.79	\$7.57
Monthly Fees, Commercial:			
95 Gallon Poly Cart, once a week service	\$12.60	\$13.36	\$12.98
95 Gallon Poly Cart, twice a week service	\$18.85	\$19.98	\$19.42
1.5 yard dumpster, once a week service	\$49.61	\$52.59	\$51.10
2.0 yard dumpster, once a week	\$55.00	\$58.30	\$56.65
3 yard dumpster, once a week service	\$66.15	\$70.12	\$68.13
3 yard dumpster, twice a week service	\$99.23	\$105.18	\$102.21
3 yard dumpster, three times a week service	\$132.30	\$140.23	\$136.27
4 yard dumpster, once a week service	\$77.18	\$81.81	\$79.50
4 yard dumpster, twice a week service	\$122.38	\$129.72	\$126.05
4 yard dumpster, three times a week service	\$167.58	\$177.63	\$172.61
4 yard dumpster, four times a week service	\$212.78	\$225.55	\$219.16
4 yard dumpster, five times a week service	\$257.99	\$273.47	\$265.73
Extra lift, 1.5 yard dumpster	\$12.60	\$13.36	\$12.98
Extra lift 2 yard dumpster	\$25.20	\$26.71	\$25.96
Extra lift 3 yard dumpster	\$25.20	\$26.71	\$25.96
Extra lift 4 yard dumpster	\$33.60	\$35.62	\$34.61
Additional per container cost for locking container	\$5.25	\$5.57	\$5.41
30 Yard Roll Offs:			
Delivery, haul, and disposal	\$520.00	\$551.20	\$535.60
Plus monthly rental	\$105.00	\$111.30	\$108.15
Daily rental	\$3.46	\$3.67	\$3.56
Relocate/blocked	\$123.82	\$131.25	\$127.53
Deposit/Container	\$595.00	\$630.70	\$612.85

SECTION 6 (OF 9) SAVINGS/REPEALING CLAUSE

Article A.5000 “Utility Rates and Charges” of the City’s Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7 (OF 9)

SEVERABILITY CLAUSE

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Glen Rose hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8 (OF 9) PROPER NOTICE, MEETING, AND QUORUM CLAUSE

It is hereby officially found and determined that the meeting at which this Ordinance was adopted by majority vote of the City Council of the City of Glen Rose, Texas was open to the public; that public notice of the time, place, and purpose of the meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code; and, that a quorum was present pursuant to Section 22.039 of the Texas Local Government Code.

SECTION 9 (OF 9) EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication.

PASSED AND APPROVED this the 8th day of February, 2022.

APPROVED:

Julia Douglas, Mayor

ATTEST:

Rosario Sosol-Lihaut, Deputy City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, Consideration and Possible Action regarding procedures, fees and terminology regarding the billing for the City of Glen Rose Water Department.		
PREPARED BY:	Mayor Pro-Tem, Chip Joslin	DATE SUBMITTED:	01/31/2022
EXHIBITS:	None		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
There have been many issues that have revealed themselves recently regarding the City Water Department. We need to discuss better ways and explore more communicative methods to help this Department operate more effectively and efficiently both for our valued employees and for the Citizens of Glen Rose.			
RECOMMENDED ACTION:			
Move to approve or deny as presented.			



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, Consideration and Possible Action regarding current hiring practices for the City of Glen Rose and the Committee designated to interview and hire new City Secretary.		
PREPARED BY:	Mayor Pro-Tem, Chip Joslin	DATE SUBMITTED:	01/31/2022
EXHIBITS:	None		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
There has been significant turnover in Director positions, and in leadership positions in general in the past few years. We need to discuss our interviewing and hiring methods in an attempt to stop this from happening in the future. Perhaps with better planning and methods, we can start retaining our employees well after the significant expense and time that it takes to train them. Employee turnover is very costly to any operation. It is a significant operational issue and expense to our Citizens if we do not make the much-needed changes.			
RECOMMENDED ACTION:			
Move to approve or deny as presented.			



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on proposals received in response to the City's Comprehensive Plan Request for Proposals.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	02/01/2022
EXHIBITS:	Comprehensive Plan RFP; RFP Addendum; and Proposals Received (previously distributed)		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
As the Council directed, staff prepared and issued an RFP for a Comprehensive Plan. A pre-proposal conference was conducted, where questions were asked. Following that conference, an addendum was issued. In the addendum Mayor Douglas approved a procedure for each consulting firm to be given 15 minutes to present their proposal to the Council and answer questions. After all the firms have been heard, the Council may call one or more consultants back for additional information as the Council evaluates the proposals. If the Council is ready to make a decision, it may select one of the firms and enter into contract negotiations with that firm. The Council will need to decide if it wishes to go with an update of the current Comprehensive Plan or with a new "from scratch" plan and if it wishes to pursue all or some of the components included in the respondent's proposal. The City received three proposals in response to its RFP. Staff conducted a public opening at 2:00 p.m. on February 2, 2022. Subsequently, copies of the proposals were delivered to all the Council members.			
RECOMMENDED ACTION:			
Move to enter into contract negotiations with one of the firms.			



Glen Rose: A welcoming and unique, family-oriented community committed to preserving our natural beauty and historic, small-town charm.

**Comprehensive Plan Update
Request for Proposals (RFP)**

Release Date – January 11, 2022

Due Date – February 2, 2022

I. Overview

The City of Glen Rose invites qualified consulting firms to submit proposals for a local Comprehensive Plan pursuant to Texas standards and procedures and the best management practices for comprehensive planning. Proposals will be accepted from individuals, firms, or groups of firms who can demonstrate they have the resources, experience, and qualifications to provide a range of professional planning and recommendations for the City of Glen Rose Comprehensive Plan.

II. City Profile

The City of Glen Rose is a Type A general law municipality with an approximate population of 2,500 residents. Glen Rose is located in Somervell County, about fifty miles southwest of Fort Worth on State Highway 67, and is part of the North Central Texas Council of Governments.

Glen Rose, a rural community with western values, is known for its small-town charm, petrified wood architecture, and many tourist attractions including Dinosaur Valley State Park, Fossil Rim Wildlife Center, Squaw Valley Golf Course, the Somervell County Expo Center, The Promise, Big Rocks Park on the Paluxy River, historic Oakdale RV Resort and Motor Court, Dinosaur World, the Creation Evidence Museum, and numerous recreational opportunities on the Brazos River. Although the Comanche Peak Nuclear Power Plant is located outside of the city limits, by providing roughly half of the Somervell County and Glen Rose ISD tax base as well as many permanent and seasonal jobs, it plays a significant role in the local economy.

Like much of rural Texas, Glen Rose is experiencing rapid growth. One contributing factor to that growth was the opening of the Chisholm Trail Parkway from Fort Worth to Cleburne in 2014, reducing the drive time from Glen Rose to south Fort Worth to 45 minutes. Recently the City has approved plats for two new residential subdivisions. Additional plans for development are coming down the pike.

Managing that growth and preserving Glen Rose's small-town charm have become high priorities. It is believed an updated Comprehensive Plan can help achieve those objectives. In recent years, the City has been preparing for growth by building a new Wastewater Treatment Plant, extending its wastewater collection system, improving its water system, adopting a Capital Improvements Plan in October 2019, conducting a Water Distribution Study in March, 2020, and adopting the 2018 International Family of Codes and the 2017 National Electric Code in 2019.

Glen Rose is located in the Prairielands Groundwater Conservation District. Through a network of wells, the City has access to the Lower Trinity Aquifer and by contract has access to surface water from the Paluxy River through the Somervell County Water District.

The Glen Rose City Council is committed to promoting a sustainable community through the implementation of forward-thinking policies and programs. Special attention is focused on ensuring that Glen Rose's quality of life is not only enjoyed by today's residents, but guaranteed for future generations.

III. Resources Available

The following resources are available on the City website (www.glenrosetexas.org) on the home page in the “Doing Business” drop-down menu, under “Bid Invitations” or at this link, https://www.glenrosetexas.org/?page_id=233 , or in the case of the Preliminary Revised Flood Insurance Rate Map, on the FEMA website referenced below:

- 2009 Glen Rose Comprehensive Plan
- Glen Rose Zoning Ordinance (included in the City’s Code of Ordinances)
- Glen Rose Subdivision Ordinance (included in the City’s Code of Ordinances)
- Glen Rose Sign Ordinance (included in the City’s Code of Ordinances)
- October 2019 Capital Improvement Plan
- March 2020 Water Distribution System Study
- Preliminary Revised Flood Insurance Rate Map ([HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV))
- Current City Limits, ETJ, Zoning, Future Land Use, and GIS Maps

IV. Scope of Work

The Consultant shall develop and assist the City of Glen Rose to adopt an updated Comprehensive Plan consistent with the recently adopted Vision Statement included on the cover page of this RFP. The City of Glen Rose’s Comprehensive Plan needs to be developed to effectively respond to the City’s growing population and to understand the community’s desires regarding the required elements of the plan and the intent of the community’s citizens to establish an orderly plan to prioritize and accomplish diverse goals and objectives.

The City of Glen Rose is expecting a complete draft of a Comprehensive Plan inclusive of recommendations and updates. The respondent shall submit a proposed general process for the project using past experience and best practices in similar communities. The Comprehensive Plan should address in detail a planning directive for 2023 – 2027 and provide tools to guide growth while considering observations and challenges for a planning horizon of 2023 – 2040.

V. Project Tasks

The respondent’s proposal should address each of the following Project Tasks:

1. Overview and Existing Information Review

The respondent shall analyze and critique existing plans, projects, studies, and agreements, as well as any additional information that may influence or impact the planning process.

2. Data Collection and Analysis

The respondent shall analyze historic, current, and projected data pertaining (but not limited) to housing, population, employment, economic indicators, and land use statistics. Data should be organized by five-year increments and be used by the respondent to identify major characteristics and shifts that will affect the City during the planning horizon.

3. Citizen Participation

A detailed citizen participation process shall be proposed by the respondent that is patterned after successful experiences the respondent had in prior plans they have prepared. The proposed approach should be very inclusive and incorporate innovative approaches to drawing diverse groups and ideas into the planning process. The respondent will be an integral part of the citizen participation process and will be expected to attend and participate in all meetings. The citizen participation process may involve multiple approaches including (but not limited to): leadership interviews, community meetings, use of print and social media, and online communication.

The goals of the Citizen Participation task are to:

- a. Educate involved parties about the comprehensive plan's role and importance to the community;
- b. Disseminate information to interested and involved parties;
- c. Provide effective and efficient mechanisms for gathering public input on various issues; and,
- d. Engage the community and build consensus throughout all phases of the planning process.

4. Goals and Objectives

The respondent shall develop a comprehensive and concise set of goals and objectives to guide decisions during the planning period.

5. Future Land Use and Zoning Updates

The respondent shall evaluate the current land use and shall make recommendations for any edits or revisions to Future Land Use and Zoning Maps or the Zoning Ordinance classifications or table of uses.

6. Parks, Recreation, Open Space, and Flood Control Proposals

The respondent shall review and update the City's Parks Plan, and offer recommendations for better utilizing and creating parks and open spaces. The City's Oakdale Park was sold after the adoption of the 2009 Comprehensive Plan. Inadequate parking for the City's Big Rocks Park has been an ongoing concern. Open space development and flood control proposals should be integrated. Provide recommendations for expansion or improvement of our open spaces, parks, and trail system to serve the projected population and development pattern.

7. Designing for Livability

The respondent shall recommend policies which encourage positive visual perceptions, pedestrian friendly development, a diversity of housing choices, neighborhood stability, landscaping, the creation of attractive gateways to the City, tree preservation, and buffers between residential and non-residential districts, all of which contribute to the City's "livability". Develop a Master Thoroughfare Plan incorporating, among other elements, the proposed TxDOT loop from the intersection of Highways 67 and 144, southwest across the Paluxy River to Highway 144 South. Make recommendations regarding the City's Subdivision and Sign Ordinances, after reviewing them, with the above objectives in mind.

8. Infrastructure Assessment

The respondent shall provide an overview of the City's infrastructure system and its capacity in relation to the City's current and projected population. An assessment of the water resources available to support growth within the City and Somervell County and the City's sidewalk infrastructure shall be provided.

9. Growth Management Strategies

The respondent shall develop growth management strategies for the City of Glen Rose based on current growth patterns and opportunities to help the City achieve a livable and sustainable community while preserving its small town charm. The strategies shall prioritize growth areas, guide annexation efforts, provide for infill development and redevelopment, plan for needed capital improvements, and propose tools for directing growth in ways acceptable to the community.

VI. Implementation

Specific strategies shall be proposed that detail the resources and actions necessary to implement any recommendations made in the Plan. The respondent shall recommend actions to maximize the benefits and minimize negative reactions to the preferred development pattern. The respondent shall propose strategies to address the findings and recommendations of the various Project Tasks. All recommended implementation strategies shall be prioritized and presented in a format that easily can be tracked and updated.

VII. Deliverables

The City expects several deliverables during this project, as opposed to only one deliverable being produced in the form of a single, final document at the end of the process. Deliverables will be both digital and hard copy in format. The content of these deliverables will be determined during contract negotiation. Any computer-based mapping system should integrate with the City of Rose's current Geographic Information System (GIS) hosted by 3cGEO.

VIII. Proposal Content

Proposal responses must adhere to the requirements outlined in this section. The original proposal and each subsequent copy must be submitted on paper, properly bound, and appropriately labeled in the following order:

1. Introduction.

Provide a cover letter and introduction including the name and address of the organization with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization. An Executive Summary shall be provided with an overview of the proposal, its highlights, and the approach to successfully completing this project.

2. Project Approach.

Provide a general description of the consultant's approach to Comprehensive Planning and a detailed task plan that addresses the scope of services.

3. Innovative Techniques or Methodology.

Discuss any innovative techniques or methodology that the consultant will use in this study that have a proven history of providing responsive and cost-effective results on similar studies.

4. Scope of Work, Schedule and Estimates.

Acknowledge receipt of any addenda issued in connection with this RFP. Discuss each task outlined in the "Scope of Work" section above with a cost estimate for the project including a breakdown of costs by each task to be performed. Include a scope of work and schedule of completion. Time is of the essence, so the City would like to have a completed Comprehensive Plan within one year after the project has been awarded. In addition to the above described cost breakdown, **the City is requesting two (2) base estimates:**

- a. An estimate for updating the City's 2009 Comprehensive Plan. The update is to include new data, where the data that was used is outdated, citizen participation, and revised recommendations based on the City's current circumstances. The proponent shall provide a detailed description of what is included as part of this update.
- b. An estimate for creating a totally new Comprehensive Plan consistent with the requirements of this RFP and the scope and presentation of the City's 2009 Comprehensive Plan.

5. Qualifications.

Describe the firm's resources, experience and capabilities as follows:

- a. Provide an outline of the firm's background, qualifications, and ability to perform the scope of services required. Identify any subcontractors proposed for the project.
- b. Provide a list and/or organizational chart to identify the person(s) who will be primarily responsible for contact with the City.
- c. Identify all key project personnel, their relationship to the project, relevant qualifications and experience, and their level of effort toward completing all needed tasks. Include a description of specific projects similar to this request and the specific tasks performed by the project personnel.
- d. Provide a brief outline of the firm's current workload, staffing, and ability to meet the schedule and deadlines described in this RFP.

6. References.

Identify at least three (3) successfully completed projects of a similar nature, preferably with direct involvement of municipal governments in Texas. Each project listed shall include the name of the agency, project manager, phone number, and description of work performed. Consulting projects currently underway may also be submitted for consideration.

7. Additional Data.

This section will be limited to five (5) pages. Proposals may include any other information the Consultant deems essential to the evaluation of the qualifications and proposal statements.

IX. Proposal Submission

1. Receipt and Opening of Proposals

Proposals will be received at City Hall at 201 NE Vernon Street, Glen Rose, Texas until 2:00 P.M. on Wednesday, February 2, 2022 (the deadline) at which time a public opening will be conducted. The envelope containing the proposals must be sealed and delivered to City Hall and plainly marked "Proposal for Comprehensive Plan."

By Mail: City of Glen Rose
P.O. Box 1949
Glen Rose, Texas 76043

By other carrier: City of Glen Rose
201 NE Vernon Street
Glen Rose, Texas 76043

Each proponent shall provide the City with ten (10) copies and one (1) digital copy. It is the proponent's responsibility to ensure that proposals are delivered to the City prior to the deadline. Proposals received after the deadline will not be considered.

2. Mandatory Pre-Proposal Conference (In person or via Zoom Meetings)

The City will conduct a pre-proposal conference on Thursday, January 20, 2022 at 2:00 p.m. at City Hall at 201 NE Vernon Street, Glen Rose, Texas. Any firm wishing to submit a proposal must have a representative present at the pre-bid conference either in person or via Zoom Meetings. City staff will answer questions and provide clarifications concerning the RFP at that time. No addendum will be issued until after the pre-bid conference.

Zoom Meeting Information:

<https://us06web.zoom.us/j/82180558483?pwd=amZhL2dJQTJWaNUNCVmFmM0owVVkzZz09>

Meeting ID: 821 8055 8483

Passcode: 973435

Phone: 1-346-248-7799

For assistance with the Zoom, call City Secretary McDonald at: (254) 897-2272, ext. 102

3. Addenda and Explanations

Explanations, such as the meaning or interpretation of the invitation, specifications, definitions, etc., desired by a prospective proponent shall be requested of the City in writing. If explanations are deemed necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each known proponent. All written requests for explanations or interpretations must be received by City Administrator Michael Leamons at michael.leamons@glenrosetexas.org no later than the City's close of business on January 24, 2022. Any verbal statements regarding the same, by any person, previous to the award, shall not be authoritative and will not be binding.

Addendum issued prior to the date of the receipt of proposals shall become a part of the contract documents and all proposals shall include the work described in the addendum.

4. Name, Address, and Legal Status of the Proponent

The legal status of the proponent, whether corporation, partnership, or individual, shall be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership proponent shall give full names and addresses of all partners. The proposal and all copies must be properly signed in ink.

5. Competency of Proponent

The opening and reading of the proposal shall not be construed as an acceptance of the

proponent as a qualified, responsible proponent. The City reserves the right to determine the competency and responsibility of a proponent from its knowledge of the proponent's qualifications and from other sources.

The City will require submission with the proposal of supporting data regarding the qualifications of the proponent in order to determine whether the proponent is a qualified, responsible proponent. The proponent shall furnish evidence, in form and substance satisfactory to the City, that the proponent as a going concern:

- a. has been providing consulting services regarding municipal comprehensive plans for more than five (5) consecutive years immediately preceding the date of the opening of proposals;
- b. has experience working with cities of comparable size as the City of Glen Rose; and,
- c. possesses the resources necessary to perform all phases of the work called for in this RFP.

X. Solicitation Costs

This Request for Proposals does not obligate or commit the City of Glen Rose to pay any costs incurred in the preparation and submission of the offer or to contract for the services specified. Furthermore, the City of Glen Rose is not obligated to pay any costs by a Respondent as a direct result of errors or omissions committed by the City of Glen Rose employees or agents in the processing of solicitation.

XI. Method of Award

The proposals received in response to this RFP will be presented to the City Council for its consideration at its monthly meeting on February 8, 2022 at 5:30 p.m. at City Hall. Proponents are encouraged to attend that meeting to respond to any questions that the City Council might have.

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. The City intends that the contract shall be awarded within sixty (60) calendar days following the date that proposals are publicly opened.

Proposals will be evaluated based on the proponent's resources, qualifications, and previous performance, alignment with the City Council's goals, proposed completion date, as well as price. Once a consultant is selected, the City shall enter into final negotiation of a contract. The City reserves the right to cease negotiations at any time if it feels doing so is in its best interest. If negotiations cease, the City may elect to enter negotiations with another proponent or reject all proposals and re-advertise for proposals. All decisions and awards shall be at the sole discretion of the City Council and all decisions shall be final.

ADDENDUM #1
TO THE CITY OF GLEN ROSE COMPREHENSIVE PLAN RFP
RELEASED ON JANUARY 11, 2022
 (Addendum issued on January 26, 2022)

This addendum shall become an integral part of the City Of Glen Rose Comprehensive Plan RFP Released On January 11, 2022. Please acknowledge receipt of this addendum when responding to the associated RFP.

I. Guidance Provided During the Pre-Proposal Conference

- A. There is no limit on the length of the proposals other than the 5 page limit on additional data found in Section VIII. 7.
- B. Proponents are to provide an “itemized, descriptive list” in conjunction with VIII. 4. A “An estimate for updating the City’s 2009 Comprehensive Plan”.
- C. As clarification to Section V. 5. “Future Land Use and Zoning Updates”, proponents are to make recommendations on zoning if, in the proponent’s judgement, refinements are needed.
- D. As clarification to Section V.6. “Parks, Recreation, Open Space, and Flood Control Proposals”, greenspace and trails are to be integrated with flood control, where appropriate. A recommendation concerning acquisition of property in the floodplain for use as greenspace or for trails is to be made, if in the proponent’s opinion such an acquisition would be beneficial to the City.
- E. At the conference a question about zoning overlays was asked. At that time the Historic Preservation Overlay District was identified and it was stated that there was another overlay district, but staff was uncertain as to the name of that district. Its name is the Public Facilities Overlay District.
- F. With respect to the Infrastructure Assessment referenced in Section V. 8. “Infrastructure Assessment”, clarification was provided that infrastructure includes the City’s water, sewer, street, and storm water systems. It was noted that no “smoke” testing would be required.
- G. A video recording of the Pre-Proposal Conference is posted on the City’s website with all of the City’s other RFP related material.

II. Attendees at the Pre-Proposal Conference (other than City staff or elected officials).

- A. In person:
 - 1. Abra Nusser, Peloton Land Solutions
 - 2. Keith Kindle, PE, Enprotec/Hibbs and Todd, Inc. (eHT)
 - 3. Jake McAdams, Public Management Inc. (PMI)
 - 4. Daniel Harrison, Freese and Nichols
- B. Via Zoom Meetings:
 - 1. Caroline Taylor (Peloton Land Solutions)
 - 2. Brian’s iPhone (identity or affiliation not provided)

(When those attending via Zoom Meetings were asked to identify themselves, if they

were proponents, no identifications were made other than Ms. Nusser indicating that Caroline Taylor was with her.)

III. Request for Presentations at the February 8, 2022 City Council Meeting.

- A. Mayor Douglas has asked that proponents attend the February 8, 2022 City Council Meeting. The consultant team(s) will be given no more than 15 minutes to make a presentation and answer questions from the City Council. To protect the proprietary nature of the consultant team(s)'s approach, other consultant team(s) will be asked to extend the professional courtesy of not being present in the Council Chambers when another team is presenting. Once the presentation(s) have been completed, City Council may call upon one or more teams to answer additional questions. Once the presentation(s) and Q&A are completed, the team(s) may enter the Council chambers to hear City Council's discussion and the resulting action.
- B. PowerPoint presentations will not be required in advance, but interviewing team(s) should arrive prior to the meeting to allow their presentation to be loaded on the Council Chamber computer.
- C. Consultant responses to the RFP will not be published online, in the City Council packet or otherwise, to protect the proprietary nature of the consultant teams' approaches and methodology. City Council members will be provided hard copies of qualified responses for review.



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding authorization of Election Judge and Alternate Judge for the May 7, 2022 General Election.		
PREPARED BY:	City Secretary McDonald	DATE SUBMITTED:	02/03/2022
EXHIBITS:	Appointment Letter		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
Retired City Secretary Peggy Busch and Ms. Sharon Lawler have agreed to perform the duties of Judge and Alternate Judge for the May 7, 2022 General Election.			
RECOMMENDED ACTION:			
Move to appoint Peggy Bush as Judge and Sharon Lawler as Alternate Judge for the May 7, 2022 General Election and authorize Judge to appoint up to two (2) Election Day Clerks.			

CITY OF GLEN ROSE

ORDER OF APPOINTMENT FOR ELECTION JUDGES AND ALTERNATES

The Glen Rose City Council do hereby appoint the following election judges and alternate judges for one election to be held on May 7, 2022.

Precinct	Election Judge	Alternate Judge
City of Glen Rose	Peggy Busch	Sharon Lawler

It is hereby directed that this order be filed with the clerk of this court and that a copy be given to the custodian of the election records for said county. The County Clerk/Elections Administrator is hereby instructed to send notice of appointment to each election judge of their appointment for a single election as stated above in accordance with Tex. Elec. Code Ann. § 32.009.

Mayor Douglas

Mayor Pro-Tem Joslin

Councilmember Conrad

Councilmember Freas

Councilmember Harris

Councilmember Walker



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Joint Election Agreement / Interlocal Agreement between the City of Glen Rose, Glen Rose ISD, and the Somervell County Hospital District.		
PREPARED BY:	City Secretary McDonald	DATE SUBMITTED:	02/03/2022
EXHIBITS:	Proposed Agreement		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
The last day for candidates to file is February 18, 2022. Each entity will determine at that time if they will be able to cancel their election. Until that time costs would not be finalized.			
RECOMMENDED ACTION:			
Move to approve or deny as presented.			

**JOINT ELECTION AGREEMENT / INTERLOCAL AGREEMENT
BETWEEN CITY of GLEN ROSE , GLEN ROSE ISD and SOMERVELL COUNTY
HOSPITAL DISTRICT**

THIS JOINT ELECTION AGREEMENT ("Agreement") is entered into by and between the City of Glen Rose ("City"), acting by and through the Glen Rose City Council, the Glen Rose Independent School District ("GRISD") (acting by and through the GRISD Board of Trustees) and, the Somervell County Hospital District (SHD).

WHEREAS, Texas Education Code ("Tex. Ed. Code") § 11.0581 (a) requires that an election for trustees of an independent school district shall be held on the same date as: (1) the election for the members of the governing body of a municipality located in the school district; or (2) the general election for state and county officers;

WHEREAS, the Somervell County Hospital District has asked to participate in a Joint Election with the GRISD and the City;

WHEREAS, the City's election for the members of its City Council is to take place on Saturday, May 7, 2022;

WHEREAS, Tex. Ed. Code § 11.0581 (b) also requires that elections are held on the same date as provided by Tex. Ed. Code § 11.0581 (a) shall be held as a joint election under Chapter 271, Texas Election Code;

WHEREAS, Texas Election Code § 271.002 (a) states that if the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same territory, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Texas Election Code Section 271.003;

WHEREAS, Texas Election Code § 271.006 (a) provides that the governing bodies of the political subdivisions participating in a joint election shall decide whether to conduct their early voting jointly, and due to limited equipment early voting will also be held jointly;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained here, the City, GRISD and SHD hereby agree, pursuant to the provisions of the Texas Election Code, to conduct a joint election for the General Election of the City; the General Election of GRISD; and the General Election of SHD to be held on Saturday, May 7, 2022 ("Joint Election"). The terms of this Agreement are as follows:

1. The Joint Election shall be held on Saturday, May 7, 2022, from 7:00 A.M. until 7:00 P.M.
2. The polling place for the Joint Election and Early Voting shall be the CITY HALL, 201 NE VERNON ST., GLEN ROSE, TX 76043.

3. Each party to this Agreement will approve and enter into this interlocal agreement with the City of Glen Rose to share the cost of maintenance for the City's required election equipment for the Joint Election and for early voting. (Estimated Election Cost attached)

NOTE: If the City of Glen Rose cancels its May 2022 General Election, the remaining entities may still proceed with using City owned equipment, however the equipment must remain at City Hall, and the City would not be responsible for the elections, elections workers, etc.

4. While the polling place for the Joint Election shall be the same, the City shall approve, hire, and pay election officials for the Joint Election. The City, GRISD and SHD will split the cost for hiring the necessary election officials.

5. While the polling place for the Joint Election shall be the same, the City shall be responsible for supervising, conducting, and administrating (including establishing and operating a central counting station to receive and tabulate voted ballots) for their respective election.

6. Early voting for the May 7, 2022 election shall be conducted jointly. The City, GRISD and SHD shall conduct early voting at such polling place(s) as the City shall designate, utilizing an election officer for each day of early voting as provided by the City of Glen Rose and at least one election officer for each day of early voting as appointed by GRISD and SHD.

7. Ballots will be combined for citizens inside the city limits of Glen Rose and a separate ballot will be prepared for citizens outside the city limits. The City of Glen Rose, GRISD and SHD will split the cost of ballot printing for the combined ballot, however GRISD and SHD will be responsible for the cost of the separate ballots.

8. Each party to this Agreement shall prepare necessary election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. Each party to this Agreement assumes its own responsibility of posting all notices and likewise promoting the schedules for the Joint Election and for early voting, but may choose to combine required newspaper notice if so desired and split the cost of said notice.

9. Should the City, GRISD and SHD qualify under Section 2.051 through 2.053 of the Texas Election Code to cancel their election, notification of cancellation must be made the day following the last day to file for a place on the ballot including the filing deadline for write-in candidates.

APPROVED BY THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS in its meeting held the 8th day of February, 2022, and executed by its authorized representative.

By: _____
Julia Douglas, Mayor

Attest: _____
Deputy City Secretary, Rosario Sosol

APPROVED BY THE TRUSTEES OF THE GLEN ROSE INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2022, and executed by its authorized representative.

By: _____
Jason Dillard, Board President

Attest: _____
Jason Evans, Board Secretary

APPROVED BY THE TRUSTEES OF THE SOMERVELL COUNTY HOSPITAL DISTRICT in its meeting held the _____ day of _____, 2022, and executed by its authorized representative.

By: _____
Board President

Attest: _____
Board Secretary

ESTIMATE ELECTION COST

ES&S Hardware Maintenance Fee (annually)	\$1,830.00
ES&S Firmware License, Maintenance and Support Fees	\$ 870.00
Early Voting Clerk(s) (cost does not include GRISD and SHD provided workers)	\$ 700.00
Election Day Judge, Alternate Judge and Clerks (Includes training, setting up Election Room and Election Day)	\$ 780.00
TOTAL	\$4,180.00

The City is not charging a rental fee, therefor the above cost would be split by GRISD and SHD if both entities hold their election. Otherwise, the cost would be paid by the remaining entity. The City would not share in these costs, since they are providing the equipment, oversight, and location for all early voting and election day voting.

Each entity shall provide an Early Voting Clerk for each day of Early Voting. They must have completed training prior to Early Voting.

This estimate does not take into account the cost of the Public Notification to be run in the local paper, the ballots or other necessary election supplies.



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Executive Session: 551.071. Consultation with Attorney – regarding pending litigation – Disannexation.		
PREPARED BY:	City Secretary McDonald	DATE SUBMITTED:	01/27/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Executive Session: Tx Gov Code 551.073 - Real Property (Demetra Conrad)		
PREPARED BY:	City Secretary McDonald	DATE SUBMITTED:	01/27/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding item discussed in Executive Session – Consultation with City Attorney regarding litigation for Disannexation.		
PREPARED BY:	City Secretary McDonald	DATE SUBMITTED:	01/27/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	02/08/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding item discussed in Executive Session – Real Property.		
PREPARED BY:	City Secretary McDonald	DATE SUBMITTED:	01/27/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			