

REGULAR CITY COUNCIL MEETING

Monday, March 20, 2023 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: 842 7094 8466 • Passcode 718699 • or dial 1-346-248-7799

CALL TO ORDER

INVOCATION

PLEDGES OF ALLEGIANCE

ROLL CALL

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

EXECUTIVE SESSION

In accordance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with:

1. **Section 551.071 Consultation with Attorney** – to seek advice from its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with this chapter: ***Consultation with special counsel regarding a certificate of convenience and necessity***
2. **Section 551.074 Personnel Matters** - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: ***Building Official***
3. **Section 551.074 Personnel Matters** - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: ***City Administrator***

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

4. Discussion, consideration, and possible action regarding items discussed in executive session: Section 551.071 Consultation with Attorney: Consultation with special counsel regarding a certificate of convenience and necessity
5. Discussion, consideration, and possible action regarding matters discussed in Executive Session - Section 551.074 Personnel Matters: Building Official
6. Discussion, consideration, and possible action regarding matters discussed in Executive Session - Section 551.074 Personnel Matters: City Administrator

PUBLIC HEARINGS

- [7.](#) Public Hearing regarding a request for variance from the City of Glen Rose Code of Ordinances, Section 14.02.041(2)(E) *Area Regulations: Notes*, reducing the required rear yard depth from 15 feet to 1 foot for the property located at 401 Sam Houston, Glen Rose, Texas, being legally described as Block 1, Lots 7, 8, and part of 9, Railroad Addition, and being identified by the Somervell County Appraisal District as Parcel No. R4672.
- [8.](#) Public Hearing regarding a request for variance from the City of Glen Rose Code of Ordinances, Chapter 14, Schedule A *Schedule of Uses*, reducing the required parking spaces from 2.5 per dwelling unit to 2 per dwelling unit, for the property located at 401 Sam Houston, Glen Rose, Texas, being legally described as Block 1, Lots 7, 8, and part of 9, Railroad Addition, and being identified by the Somervell County Appraisal District as Parcel No. R4672.

INDIVIDUAL ITEMS FOR CONSIDERATION

- [9.](#) Discussion, consideration, and possible action regarding a request for variance from the City of Glen Rose Code of Ordinances, Section 14.02.041(2)(E) *Area Regulations: Notes*, reducing the required rear yard depth from 15 feet to 1 foot for the property located at 401 Sam Houston, Glen Rose, Texas, being legally described as Block 1, Lots 7, 8, and part of 9, Railroad Addition, and being identified by the Somervell County Appraisal District as Parcel No. R4672.
- [10.](#) Discussion, consideration, and possible action regarding a request for variance from the City of Glen Rose Code of Ordinances, Chapter 14, Schedule A *Schedule of Uses*, reducing the required parking spaces from 2.5 per dwelling unit to 2 per dwelling unit, for the property located at 401 Sam Houston, Glen Rose, Texas, being legally described as Block 1, Lots 7, 8, and part of 9, Railroad Addition, and being identified by the Somervell County Appraisal District as Parcel No. R4672.
- [11.](#) Discussion, consideration, and possible action regarding a Resolution authorizing the submission of a Texas Community Development Block Grant application
- [12.](#) Discussion, consideration, and possible action regarding Resolution authorizing representatives in matters pertaining to the Texas Community Development Block Grant program
- [13.](#) Discussion, consideration, and possible action regarding a driveway permit request for the property located at the northeast corner of NE Barnard and US Hwy 67
- [14.](#) Discussion, consideration, and possible action regarding improved communication between the City of Glen Rose and the Texas Department of Transportation
- [15.](#) Discussion, consideration, and possible action regarding an Interlocal Agreement with Somervell County for Fire Marshal Services
- [16.](#) Discussion, consideration, and possible action regarding a Master Services Agreement with MCCi for Lasherfiche Services and Support
- [17.](#) Discussion, consideration, and possible action regarding an Ordinance amending the City of Glen Rose Code of Ordinances, Chapter 4.03.008 *City-Wide Semiannual Garage Sale*

ANNOUNCEMENTS/PRESENTATIONS

- [18.](#) Presentation by Dr. Trig Overbo, GRISD, regarding May 6, 2023 Bond Election

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.)*

19. Approval or other action regarding City Council minutes:

February 13, 2023 Regular City Council Meeting
February 27, 2023 Special City Council Meeting

20. Approval or other action regarding an accounts payable report for payments made during February 2023

21. Approval or other action regarding the financial report for February 2023

22. Approval or other action regarding a Resolution cancelling the May 6, 2023 General Election

23. Approval or other action regarding an agreement with Glen Rose ISD for the lease of voting equipment

24. Approval or other action regarding a Resolution amending authorized signatories for bank accounts held at First Financial Bank

25. Discussion, consideration, and possible action regarding an Interlocal Agreement with Somervell County for the Regulation of On-Site Sewage Facilities

26. Approval or other action regarding the City of Glen Rose Police Department's 2022 Racial Profiling Report

STAFF REPORTS

27. Public Works Director Report

28. Police Chief Report

29. Building and Planning Department Report

30. Code Enforcement and Animal Control Report

31. Convention and Visitors Bureau Director Report

32. City Secretary's Report

MAYOR AND COUNCIL MEMBER REPORTS

ADJOURN

Note: The Glen Rose City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session is allowed under Chapter 551, Texas Government Code.

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in the is meeting should contact the City Secretary's office at (254) 897-2272 x 102 at least 48 hours prior to the meeting to request such assistance.

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 at or before 5:30 p.m. on Friday, March 17, 2023 and remained posted for at least two hours after said meeting was convened.



STACI KING
City Secretary

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



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Executive Session - Section 551.071 Consultation with Attorney – to seek advice from its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with this chapter: <i>Consultation with special counsel regarding a certificate of convenience and necessity</i>		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/14/2023
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:	3/20/2023		
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PREPARED BY:	Jodi Holthe, BPCE Assistant	DATE SUBMITTED:	3/13/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
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PREPARED BY:	Jodi Holthe, BPCE Assistant	DATE SUBMITTED:	3/13/2023
EXHIBITS:	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. BOA Hearing Application 2. Property Notification Letter 3. 200' Surrounding Property map 4. Current Zoning Map </div> <div style="width: 48%;"> 5. Future Land Use Map 6. B-1 Restricted Commercial District </div> </div>		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: <ul style="list-style-type: none"> 1/23/2023 –Board of Adjustment Hearing Application was received 3/8/2023 - Notice of Public Hearing was posted in the local newspaper 3/1/2023 – 17 Property owner letters were sent representing 17 properties <p>11 Letters have been confirmed as received</p> <p>04 Letters unconfirmed as received</p> <p>02 Letters were returned</p> <p>03 Favorable response has been returned</p> <p>00 Opposition response has been returned</p>			
RECOMMENDED ACTION: Move to approve or deny as presented.			



Board of Adjustments (BOA)
City of Glen Rose, Texas 76043 Tel: (254) 897-9373 Fax: (254) 897-7989

Staff use only
Date Received: 1/23/23

Item 9.

Fee: \$ 200 Paid on: 1/23/23

Request for Board of Adjustment (BOA) Hearing

Address of property: 401 Sam Houston

Applicant's Name: SCOTT W KNAPP Date: 1/23/23

Property Owner/Applicant Information

Full Name: SCOTT W. KNAPP

Address: _____

Telephone No: _____ Email: _____

Present zoning at site: B1

I am requesting this hearing for the following reason(s):

☒ Setback variance ☐ side yard ☒ rear yard ☐ front yard

☐ Lot size variance ☐ Lot coverage variance

☐ Lot frontage width variance ☐ Lot depth variance ☐ Building height variance

☐ Challenging the decision of the ☐ Zoning Administrator ☐ Building Official
☐ Other City Official

Explain, in detail, the reason for appearing before the BOA: (Use a separate page if necessary.)

Attach all photos, maps, drawings, etc).

BETWEEN OUR LOT 712 BLOCK 1 AND BLOCK 2 THERE IS A 14' FOOT ALLEY BETWEEN OUR LOT AND THE LOTS BEHIND US. THE BUILDING RESTRICTIONS CALL FOR A 15' FOOT SETBACK FROM THE PROPERTY LINE BEHIND US. I AM ASKING FOR A VARIANCE FROM 15' FEET TO 1' FOOT, THIS WOULD GIVE US THE 15' FOOT FROM THE PROPERTIES BEHIND US PROPERTY LINE! I WOULD ALSO LIKE TO ASK FOR A PARKING VARIANCE 2 PARKING SPOTS PER UNIT, THIS IS TO ALLOW US TO MAXIMIZE THE UNITS FOR NEW RESIDENCES/APTS!

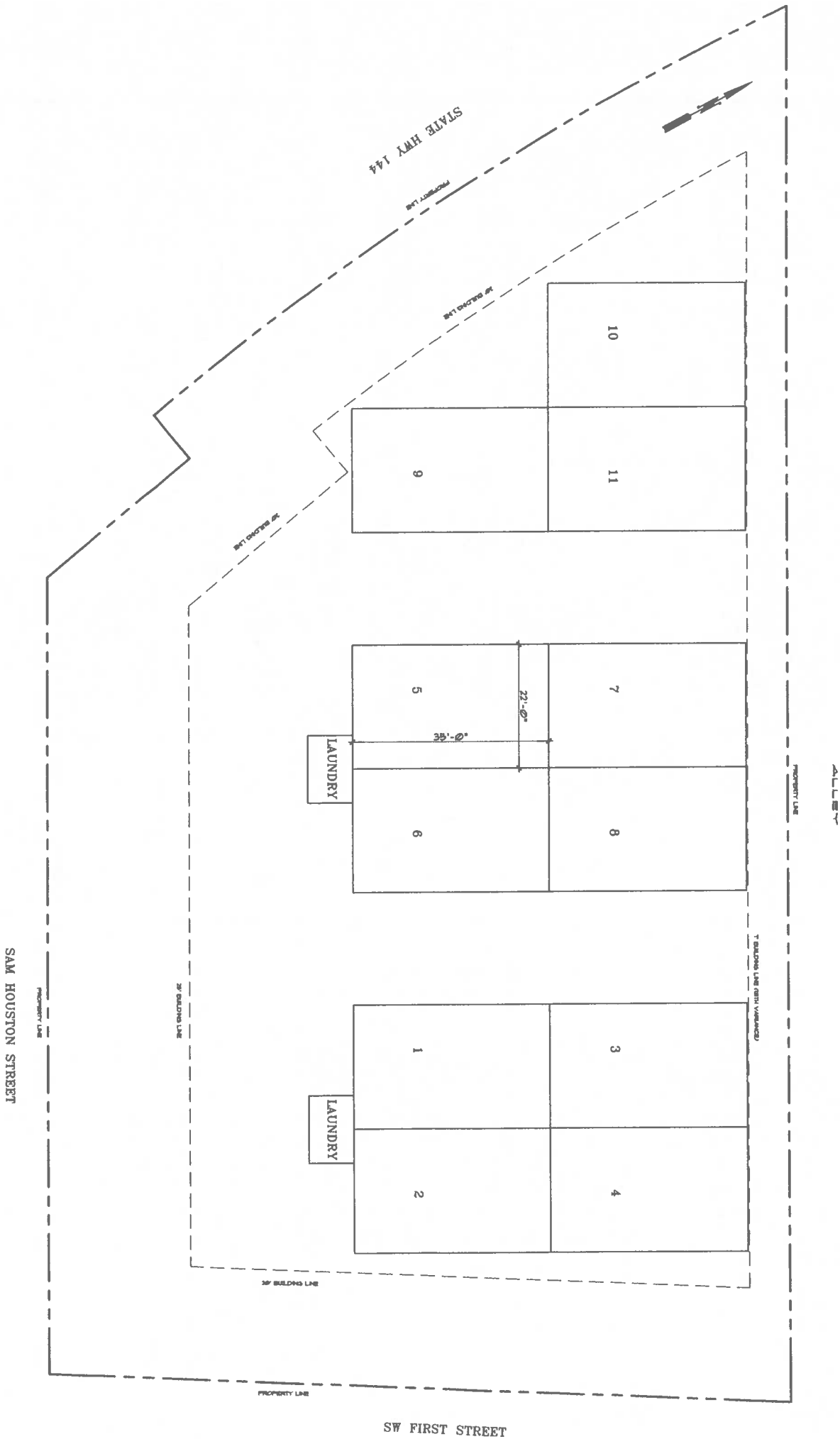
I hereby certify that all the information provided is true and correct to the best of my knowledge.

Applicant's Signature:

Scott W Knapp

Date: 1-23-23

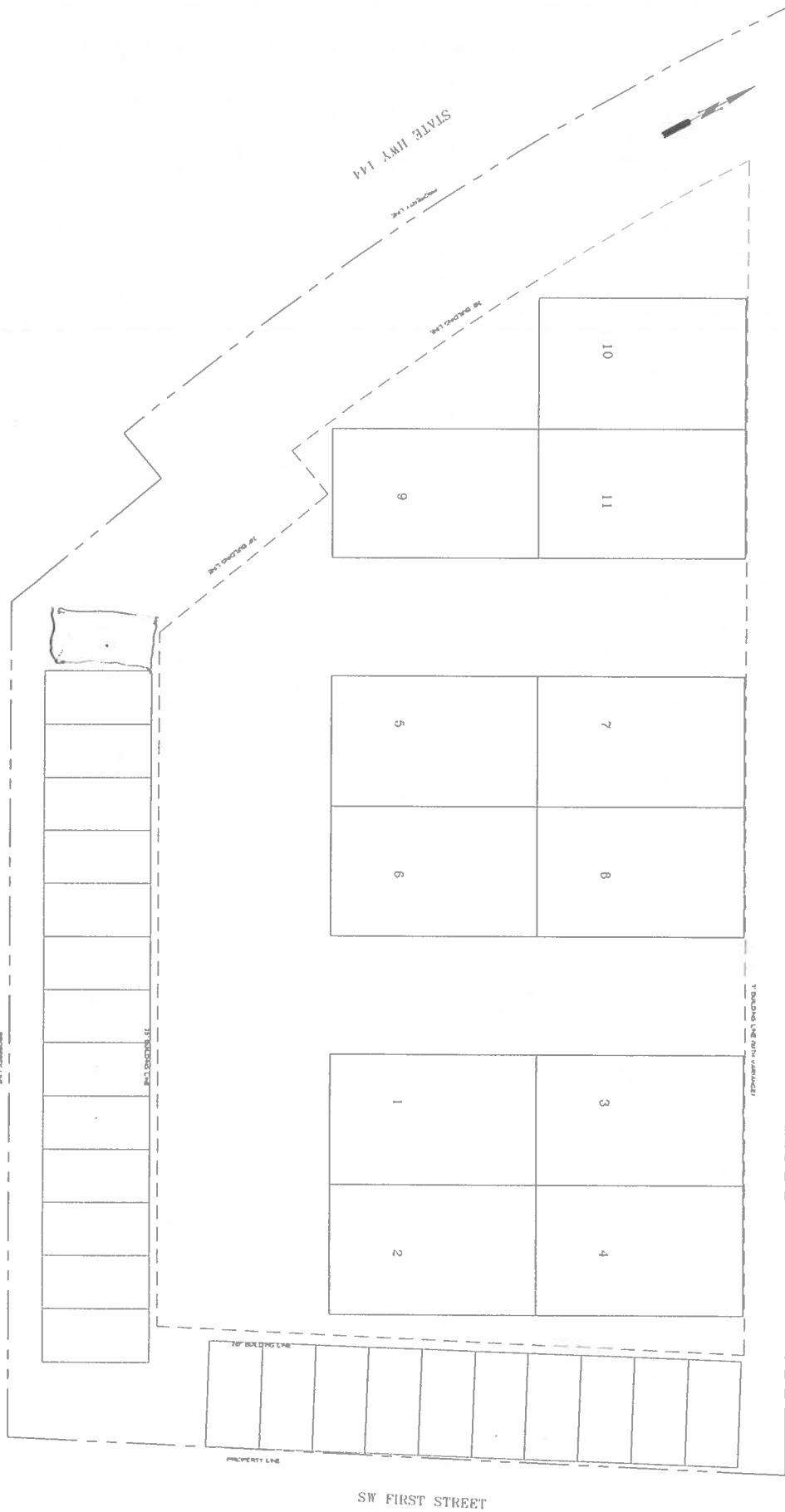




2 FT
Railbed

SITE

SAM HOUSTON STREET





Building, Planning and Code Enforcement Department
201 NE Vernon Street, PO Box 1949, Glen Rose, Texas 76043
(254) 897-2272 Fax: (254) 897-7989

March 1, 2023

Public hearing, discussion and possible action by the Board of Adjustment at the request of Scott W Knapp, owner, for a variance for the items listed below, in order to construct a Multi-Family Apartment complex at 401 Sam Houston.

RE:

- 1. Variance request from the 15ft back yard setback (abutting upon a residential district) in order to construct an apartment complex to 1ft as there is a 14ft alley between the lots which would give 15ft from the properties in back.**
- 2. Parking variance request from the 2.5 parking spaces per dwelling unit to 2 parking spaces per dwelling unit.**

Dear Property Owner:

This letter is to inform you of a setback and parking variance request in the area of your property ownership near 401 Sam Houston. The purpose of the variance is to allow for the construction of a Multi-Family apartment complex. State law requires the City to notify all property owners (most recent tax rolls) within 200' of the proposed request. The Board of Adjustment will hold a public hearing on March 20, 2023 at 5:30 p.m. in the City Council Chambers of City Hall, 201 NE Vernon Street, Glen Rose, Texas, 76043 to hear public comment on this request for variances. Immediately following the public hearing, the Board of Adjustment will take action to approve or deny the request.

It is important that you submit your opinion in writing to the Building and Planning Office for consideration by the Board. A form is included with this letter which you may mail or return to one of the drop boxes located at City Hall.

Questions regarding the variance request or this letter may be directed to Jodi Holthe, (254)-897-2272, ext:109. Thank you.

Sincerely,

Building and Planning / Code Enforcement

NOTICE OF PUBLIC HEARING

Item 9.



City of Glen Rose, Texas
Building, Planning, Code Enforcement Department
P.O. Box 1949, Glen Rose, TX 76043
Ph: (254) 897-2272 Fax: (254) 897-7989

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- 2. Parking variance request from the 2.5 parking spaces per dwelling unit to 2 parking spaces per dwelling unit.**

This letter may be deposited in either of the two drop boxes located at City Hall, 201 NE Vernon Street, Glen Rose, Texas or mailed to City Hall, Attention: Planning and Zoning Department, PO Box 1949, Glen Rose, Texas 7643.

NAME: _____

ADDRESS: _____

I AM () IN FAVOR () IN OPPOSITION TO THIS REQUEST.

Reasons/Comments:

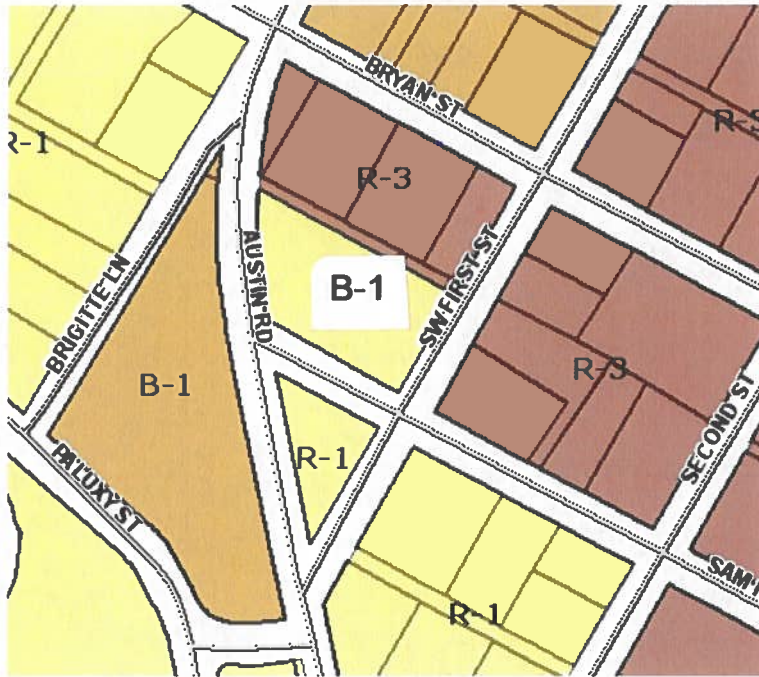
Building and Planning / Code Enforcement

401 Sam Houston
Variance Request

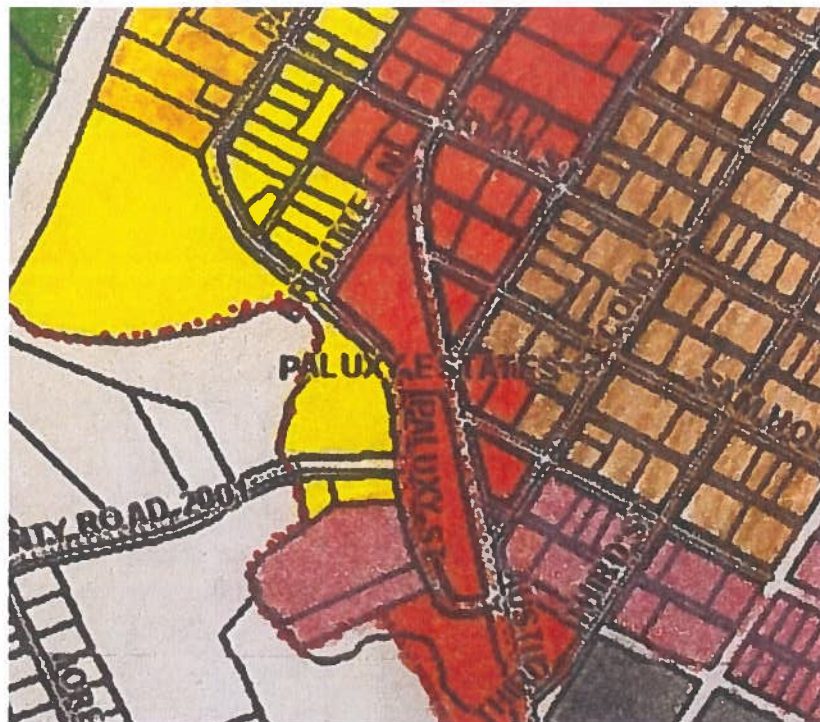


401 Sam Houston












Current Zoning



Future Zoning



Future Zoning Legend**LEGEND**

Zone	Map Section/Area	Color	Color Name
R-1	Single Family		Golden Yellow
R-2M	Single Family/Duplex/Cabin		Pink
R-3	Single/Two-Four/MH		Tan
R-4	Multi-Family		Gray
B-1	Restricted Commercial		Orange
B-2	General Commercial		Aqua Green
I	Industrial		Brown
OSP	Open Space Parks		Yellow Green
PD	Planned Development		Mahogany Overlay
PF	Public Facilities		Violet Purple Overlay
H	Historic District		Black Overlay

14.02.047 B-1 Restricted Commercial District

- (a) Purpose. The B-1 Restricted Commercial District has been established to limit commercial uses and operations within enclosed buildings and prohibiting the outside storage and display of goods, materials, vehicles and equipment. This district is intended to accommodate the basic shopping and service needs of residents and to provide retail and office space for merchants and financial, administrative, government and business services.
- (b) Permitted uses. The uses permitted in the B-1 district include those listed in the schedule of uses found in appendix A of this article. Any use not expressly authorized and permitted herein is expressly prohibited in this district, unless otherwise allowed in conformance with section 14.02.107 dealing with new and unlisted uses.
- (c) Specific use permit. In order to allow for certain uses which, because of their nature or unusual character, cannot be unconditionally permitted in this district, yet would or could be an appropriate or compatible use under certain controlled circumstances and locations, the planning and zoning commission shall forward its recommendations of action to the city council, after public hearing thereon. The city council shall hold a public hearing and may authorize and grant the issuance of a specific use permit for such uses allowed in the schedule of uses in appendix A of this article. The issuance of the permit by the city council shall be contingent upon reasonable and appropriate conditions and safeguards, including the length of time, so as to properly protect any adjacent property, use or neighborhood character, as well as ensure the appropriate conduct of the conditional use of the land and buildings granted.
- (d) Area, yard, height, lot coverage and building size. The requirements regulating the minimum lot size, minimum yard sizes (front, side and rear), maximum building height, maximum percentage of lot coverage by buildings and the minimum size of buildings, as pertains to this district, shall conform with the provisions of the schedule of district regulations found in section 14.02.041 and any other applicable regulations as herein provided.
- (e) Parking requirements. Off-street parking space requirements shall be in accordance with the parking schedule found in appendix A of this article and section 14.02.104. No enclosed or covered parking is specifically required.
- (f) All commercial operations and sales to be enclosed; exception. All commercial uses, operations and sales, except for off-street parking and off-street loading facilities, shall be conducted within completely enclosed buildings. However, the city council may grant a permit to businesses for sidewalk sales for a period up to 30 days.

(Ordinance 240 adopted 3/15/94; 2007 Code, sec. 155.21)

8) Residential

		R-1	R-2	R-2M	R-3	R-4	MH	B-1	B-2	B-3	I	P&R	Parking
Residential	Accessory building	X	X	X	X	X		X	X	S			None
Residential	Apartment or Multifamily building					X		X	X				2.5/dwelling unit
	Bed & Breakfast												

- (1) Regulations. The following table of district regulations is hereby adopted and shall be considered as part of each applicable zoning district regulation as hereafter described in this article:

Schedule of District Regulations

Area Regulations	R-1	R-2	R-2m	R-3	R-4	MH	B-1	B-2	B-3	I	P&R
Minimum lot area (sq. ft.)	6,600	(A)	(A)	(B)	(B)	(C)	3,000	N/A	N/A	N/A	N/A
Minimum lot width (ft.)	60	60	60	60	50	40* 60**	25	25	N/A	N/A	25
Minimum lot depth (ft.)	110	110	110	110	120	75* 100**	120	N/A	N/A	N/A	N/A
Minimum front yard setback (ft.)	25	25	25	25	25	25* 25**	(D)	(D)	N/A	20	(D)
Minimum front yard setback - Major street (ft.)	35	35	35	35	35	25* 25**	(D)	(D)	N/A	N/A	(D)
Minimum side yard setback (ft.)	7	7	7	7	7	6* 6**	(E)	(E)	N/A	(E)	(E)
Minimum side yard setback - Corner lot	25	25	25	25	25	25* 25**	20	20	N/A	20	20
Minimum rear yard setback (ft.)	25	25	25	25	25	20* 25**	(F)	(F)	N/A	(F)	(F)
Maximum height (stories)	2.5	2.5	2.5	2.5	3	1.5	3	8	8	8	2.5
Height of structure (ft.)	35	35	35	35	45	25	45	100	100	100	35
Maximum lot coverage	40%	40%	40%	40%	40%	50%	N/A	N/A	N/A	50%	N/A
Minimum Living Area- Excluding Garage	1,000	800	550	550	550	N/A* 450**	550	N/A	N/A	N/A	N/A

Notes:

*Pertains to mobile home park.

****Pertains to individually owned mobile home lots.**

(2) Notes.

- (A) The minimum lot area for the R-2 and R-2m districts is 6,600 square feet for a single-family unit, 7,500 square feet for a two-family unit. R-2m district allows additional units and requires 3000 square feet for each unit in excess of two.
- (B) The minimum lot area for the R-3 district is 6,600 square feet for a single-family unit, 7,500 square feet for a two-family unit and 1,500 square feet for each additional unit in excess of 2.
 - (i) For mobile home lots which are individually owned, the minimum lot area shall be 6,000 square feet when a public sewer system is available. When septic tanks are used, the square footage of the lot area shall be the size specified by the state agency that monitors wastewater systems.
 - (ii) For mobile home parks, the minimum lot area shall be at least 3 times larger than the mobile home to be placed thereon and in no event less than 3,000 square feet in area when a public sewer system serves the park. Where no public sewer system is available and septic tanks are used for sewerage disposal, the minimum lot area shall be the size specified by the state agency that monitors wastewater systems.
- (C) No front yard or setback is required, except where a lot adjoins a residential district or lot, in which the front yard in the commercial district shall be provided for a distance of not less than 25 feet from the boundary of the residential district or lot.
- (D) No side yard shall be required, except that a side yard of not less than 6 feet in width shall be provided on the side of a lot adjoining a residential district.
- (E) No rear yard required, except that a rear yard of not less than 15 feet in depth shall be provided upon that portion of a lot abutting upon a residential district or lot.
- (F) The minimum living area per unit shall be 500 square feet for an efficiency, 650 square feet for 1 bedroom, 800 square feet for 2 bedrooms, and 900 square feet for a 3 bedrooms. However, the average living area for all units within a building must be a minimum of 800 square feet.
- (G) Where irregularly shaped lots occur on curves on a street and in cul-de-sacs, the minimum lot width requirement shall be based not on any one measurement, but on the average lot width. That portion of such a lot fronting a street must have a minimum width of thirty five (35').

(Ordinance 240 adopted 3/15/94; Ordinance adopted 12/8/98; 2007 Code, sec. 155.15; Ordinance 580, secs. 1, 3, adopted 4/12/16; Ordinance 2019.07.08A, secs. 2-4, adopted 7/8/19; Ordinance 2019.11.11B adopted 11/11/19; Ordinance 2020.01.13A, secs. 6-9, adopted 1/13/20)

401 Sam Houston**200 Ft Radius**

1. (Owner)
Knappers Brew LLC
Scott Knapp
6207 Tezcuco Ct
Granbury, TX 76049
2. Jennifer L Johnson
PO Box 1665
Glen Rose, TX 76043
3. Ronnie Reynolds
PO Box 154
Glen Rose, TX 76043-0154
4. Erika Rhea Finstad
502 Bryan St
Glen Rose, TX 76043
5. Jackie Laverne Epps
6429 W Hwy 67
Walnut Springs, TX 76990
6. Donald R Vancil
11049 East Colorado Dr
Aurora, CO 80012
7. Denver Bryan and Caitlyn Greene
407 SW 1st
GLEN ROSE, TX 76043
8. Shady Lane Properties, LLC
107 Dove Meadow
Glen Rose, TX 76043
9. Donald L Sr & Judy A Streun
409 1st St
Glen Rose, TX 76043

10. Loretta Rivas Ramsey
PO Box 742
Glen Rose, TX 76043
11. Tyler Summers
PO Box 66
Glen Rose, TX 76043
12. James Flatt
8221 FM 1187
Fort Worth, TX 76126
13. DG Glen Rose LLC
10300 W Charleston Blvd #13-156
Las Vegas, NV 89135
14. Christopher and Gayla Reynolds
2197 CR 303
Rainbow, TX 76077
15. Lana Kim West
PO Box 982
Glen Rose, TX 76043
16. David Simpson
PO Box 2083
Glen Rose, TX 76043
17. Mauritta Fae Spurgeon
300 Austin Rd
Glen Rose, TX 76043



Board of Adjustments (BOA), City of Glen Rose, Texas

P.O. Box 1949, Glen Rose, Texas 76043

BOARD OF ADJUSTMENTS (BOA) DETERMINATION

Purpose of hearing: Public hearing, discussion and possible action by the Board of Adjustment at the request of Scott W. Knapp, owner, for a variance for the items listed below, in order to construct a Multi-Family apartment complex at 401 Sam Houston; Acres 0.610, Lot 7R, Blk 00001, Subd R0100, Abst: A41, RAILROAD, BLOCK 1, LOT 7, 8, 9, 10 AND 11

RE:

- 1. Variance request from the 15 ft back yard setback (abutting upon a residential district) in order to construct an apartment complex to 1ft as there is a 14ft alley between the lots which would give 15ft from the properties in back along the back property line.**
- 2. Parking variance request from the 2.5 parking spaces per dwelling unit to 2 parking spaces per dwelling unit.**

Date and time of public hearing: **Monday, March 20, 2023 at 5:30 p.m.**

After considering all information submitted, the Board of Adjustments has made the following determination:

☐ Deny the variance. ☐ Approve the variance.

☐ Approve the variance with the following provisions.

Signature
Position: Chairman, Board of Adjustments

Date

NOTICE OF PUBLIC HEARING

Item 9.



City of Glen Rose, Texas
Building, Planning, Code Enforcement Department
P.O. Box 1949, Glen Rose, TX 76043
Ph: (254) 897-2272 Fax: (254) 897-7989

Public hearing, discussion and possible action by the Board of Adjustment at the request of Scott W Knapp, owner, for a variance for the items listed below, in order to construct a Multi-Family Apartment complex at 401 Sam Houston.

RE:

1. Variance request from the 15ft back yard setback (abutting upon a residential district) in order to construct an apartment complex to 1ft as there is a 14ft alley between the lots which would give 15ft from the properties in back.
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This letter may be deposited in either of the two drop boxes located at City Hall, 201 NE Vernon Street, Glen Rose, Texas or mailed to City Hall, Attention: Planning and Zoning Department, PO Box 1949, Glen Rose, Texas 7643.

NAME: Chris + Gayla Reynolds
ADDRESS: 2197 CR 303, Rainbow TX 76077

I AM ☒ IN FAVOR () IN OPPOSITION TO THIS REQUEST.

Reasons/Comments:

Building and Planning / Code Enforcement

NOTICE OF PUBLIC HEARING

Item 9.



City of Glen Rose, Texas
Building, Planning, Code Enforcement Department
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NAME:

Mauritta Spurgeon

ADDRESS:

300 Austin Rd.

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NAME: SCOTT W KNAPP

ADDRESS: 401 SAM HOUSTON

I AM ☒ IN FAVOR ☐ IN OPPOSITION TO THIS REQUEST.

Reasons/Comments:

Item ① Yes, Because of the abandoned 14 foot alley between this property and the houses behind it, the 1ft variance gives it a 15 foot setback as required by code.

Item ② Yes, in our lease we restrict the number of vehicles that they can park there, no more than 2. Also if you look at our Lampos Apts, we have about 1 1/2 cars per unit being utilized, the others are just wasted space.

Building and Planning / Code Enforcement



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding a request for variance from the City of Glen Rose Code of Ordinances, Chapter 14, Schedule A <i>Schedule of Uses</i> , reducing the required parking spaces from 2.5 per dwelling unit to 2 per dwelling unit, for the property located at 401 Sam Houston, Glen Rose, Texas, being legally described as Block 1, Lots 7, 8, and part of 9, Railroad Addition, and being identified by the Somervell County Appraisal District as Parcel No. R4672.		
PREPARED BY:	Jodi Holthe, BPCE Assistant	DATE SUBMITTED:	3/13/2023
EXHIBITS:	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. BOA Hearing Application 2. Property Notification Letter 3. 200' Surrounding Property map 4. Current Zoning Map </div> <div style="width: 48%;"> 5. Future Land Use Map 6. B-1 Restricted Commercial District </div> </div>		
BUDGETARY IMPACT:		Required Expenditure:	\$00.00
		Amount Budgeted:	\$00.00
		Appropriation Required:	\$00.00
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: <ul style="list-style-type: none"> 1/23/2023 –Board of Adjustment Hearing Application was received 3/8/2023 - Notice of Public Hearing was posted in the local newspaper 3/1/2023 – 17 Property owner letters were sent representing 17 properties <p>11 Letters have been confirmed as received</p> <p>04 Letters unconfirmed as received</p> <p>02 Letters were returned</p> <p>03 Favorable response has been returned</p> <p>00 Opposition response has been returned</p>			
RECOMMENDED ACTION: Move to approve or deny as presented.			



Board of Adjustments (BOA)
City of Glen Rose, Texas 76043 Tel: (254) 897-9373 Fax: (254) 897-7989

Staff use only
Date Received: 1/23/23

Item 10.

Fee: \$ 200 Paid on: 1/23/23

Request for Board of Adjustment (BOA) Hearing

Address of property: 401 Sam Houston

Applicant's Name: SCOTT W KNAPP Date: 1/23/23

Property Owner/Applicant Information

Full Name: SCOTT W. KNAPP

Address: _____

Telephone No: _____ Email: _____

Present zoning at site: B1

I am requesting this hearing for the following reason(s):

- ☒ Setback variance ☐ side yard ☒ rear yard ☐ front yard
☐ Lot size variance ☐ Lot coverage variance
☐ Lot frontage width variance ☐ Lot depth variance ☐ Building height variance

- ☐ Challenging the decision of the ☐ Zoning Administrator ☐ Building Official
☐ Other City Official

Explain, in detail, the reason for appearing before the BOA: (Use a separate page if necessary.
Attach all photos, maps, drawings, etc).

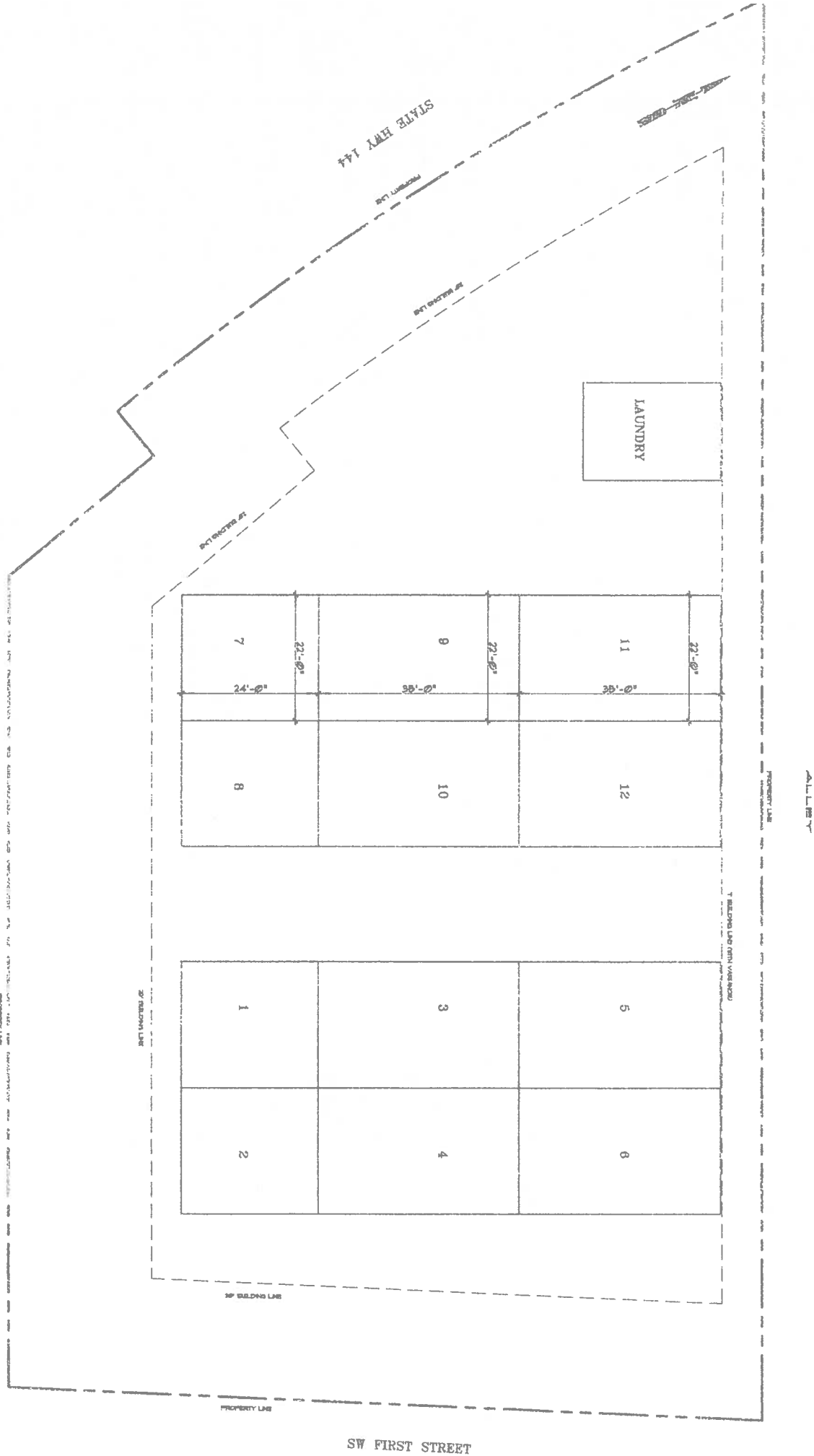
Between our Lot 712 Block 1 and Block 2 there is a 14' Foot Alley between our Lot and the Lots Behind us. THE Building Restrictions call for a 15' Foot Set Back From The Property Line Behind us. I AM ASKING FOR A VARIANCE FROM 15' Feet To 1' Feet, This would give us The 15' Foot From The Properties behind us Property Line! I would also like to ASK FOR A PARKING VARIANCE 2 PARKING SPOTS PER UNIT, This is To allow us To MAXIMIZE The UNITS For New Residences/Apts!

I hereby certify that all the information provided is true and correct to the best of my knowledge.

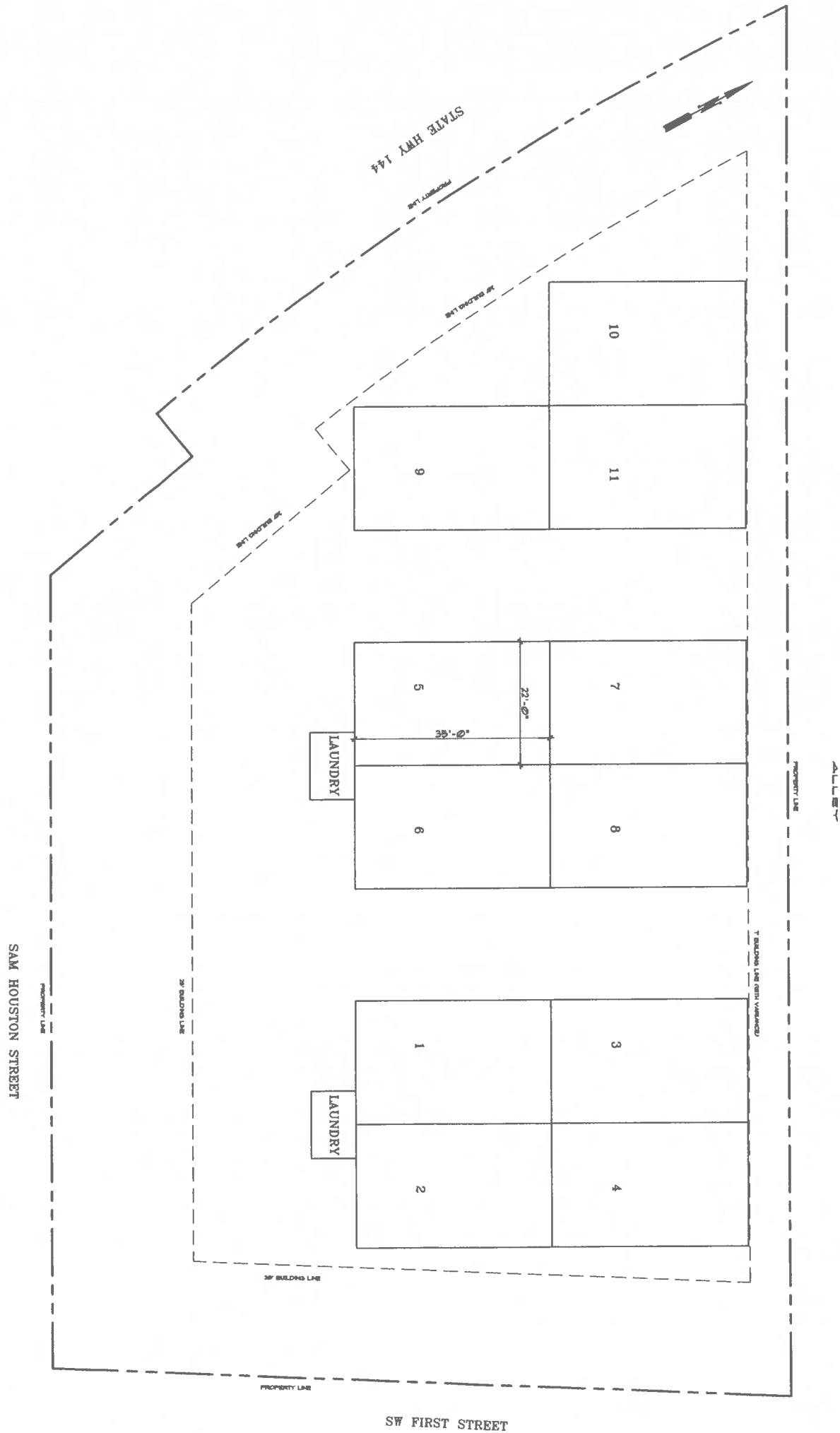
Applicant's Signature:

Scott W Knapp

Date: 1-23-23



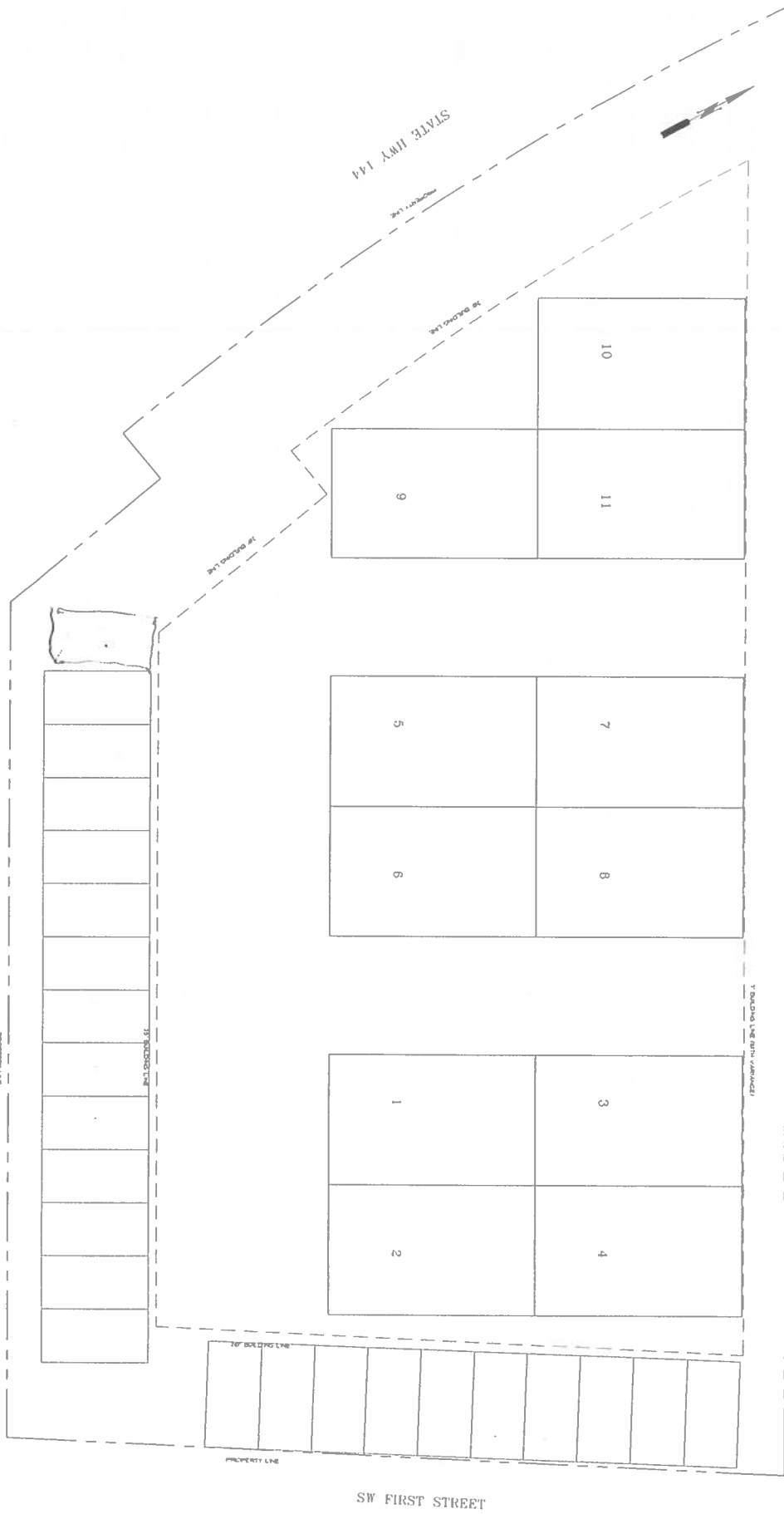
✓
Build Back



2 FT
Railbird

SITE

SAM HOUSTON STREET





Building, Planning and Code Enforcement Department
201 NE Vernon Street, PO Box 1949, Glen Rose, Texas 76043
(254) 897-2272 Fax: (254) 897-7989

March 1, 2023

Public hearing, discussion and possible action by the Board of Adjustment at the request of Scott W Knapp, owner, for a variance for the items listed below, in order to construct a Multi-Family Apartment complex at 401 Sam Houston.

RE:

- 1. Variance request from the 15ft back yard setback (abutting upon a residential district) in order to construct an apartment complex to 1ft as there is a 14ft alley between the lots which would give 15ft from the properties in back.**
- 2. Parking variance request from the 2.5 parking spaces per dwelling unit to 2 parking spaces per dwelling unit.**

Dear Property Owner:

This letter is to inform you of a setback and parking variance request in the area of your property ownership near 401 Sam Houston. The purpose of the variance is to allow for the construction of a Multi-Family apartment complex. State law requires the City to notify all property owners (most recent tax rolls) within 200' of the proposed request. The Board of Adjustment will hold a public hearing on March 20, 2023 at 5:30 p.m. in the City Council Chambers of City Hall, 201 NE Vernon Street, Glen Rose, Texas, 76043 to hear public comment on this request for variances. Immediately following the public hearing, the Board of Adjustment will take action to approve or deny the request.

It is important that you submit your opinion in writing to the Building and Planning Office for consideration by the Board. A form is included with this letter which you may mail or return to one of the drop boxes located at City Hall.

Questions regarding the variance request or this letter may be directed to Jodi Holthe, (254)-897-2272, ext:109. Thank you.

Sincerely,

Building and Planning / Code Enforcement

NOTICE OF PUBLIC HEARING



City of Glen Rose, Texas
Building, Planning, Code Enforcement Department
P.O. Box 1949, Glen Rose, TX 76043
Ph: (254) 897-2272 Fax: (254) 897-7989

Public hearing, discussion and possible action by the Board of Adjustment at the request of Scott W Knapp, owner, for a variance for the items listed below, in order to construct a Multi-Family Apartment complex at 401 Sam Houston.

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NAME: _____

ADDRESS: _____

I AM () IN FAVOR () IN OPPOSITION TO THIS REQUEST.

Reasons/Comments:

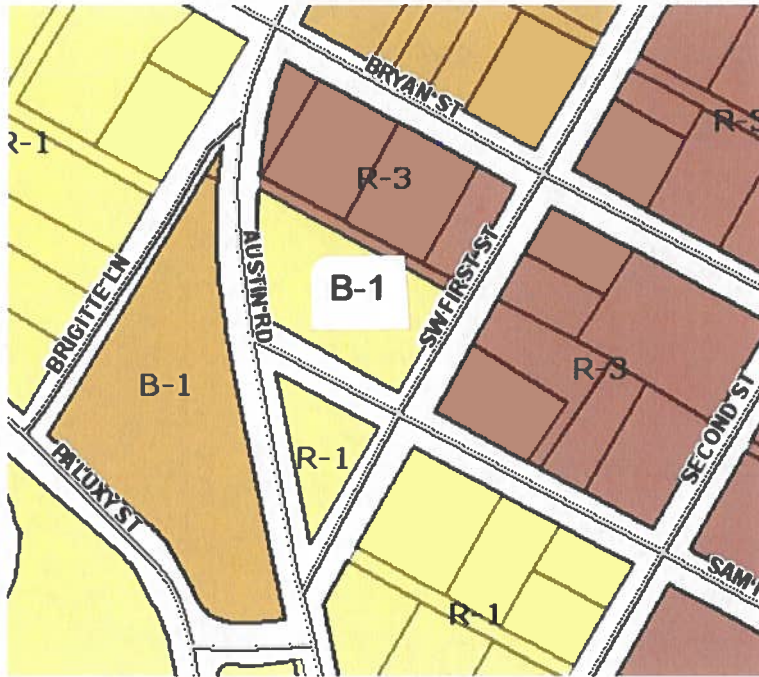
Building and Planning / Code Enforcement

401 Sam Houston
Variance Request

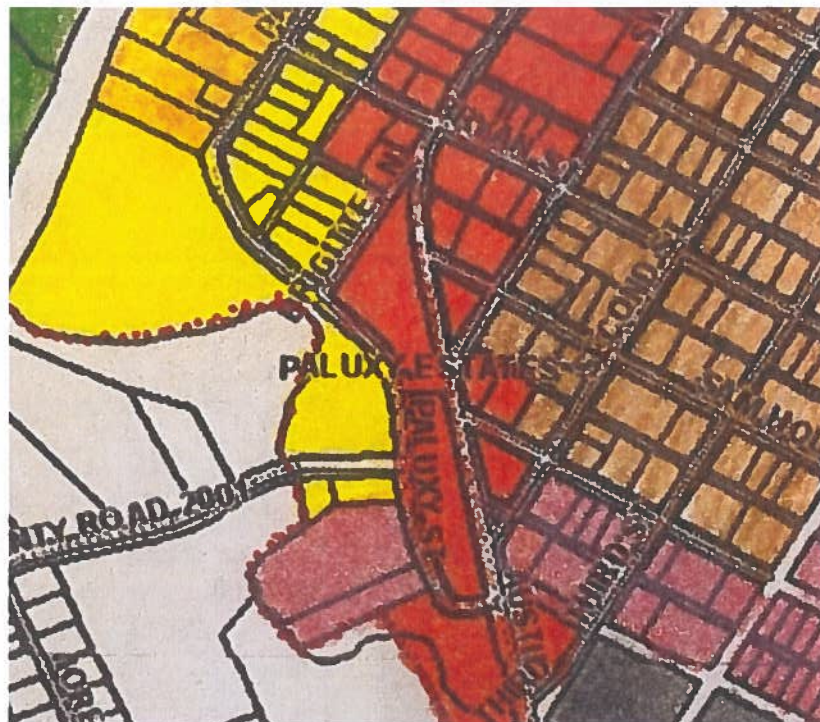


401 Sam Houston












Current Zoning



Future Zoning



Future Zoning Legend**LEGEND**

Zone	Map Section/Area	Color	Color Name
R-1	Single Family		Golden Yellow
R-2M	Single Family/Duplex/Cabin		Pink
R-3	Single/Two-Four/MH		Tan
R-4	Multi-Family		Gray
B-1	Restricted Commercial		Orange
B-2	General Commercial		Aqua Green
I	Industrial		Brown
OSP	Open Space Parks		Yellow Green
PD	Planned Development		Mahogany Overlay
PF	Public Facilities		Violet Purple Overlay
H	Historic District		Black Overlay

14.02.047 B-1 Restricted Commercial District

- (a) Purpose. The B-1 Restricted Commercial District has been established to limit commercial uses and operations within enclosed buildings and prohibiting the outside storage and display of goods, materials, vehicles and equipment. This district is intended to accommodate the basic shopping and service needs of residents and to provide retail and office space for merchants and financial, administrative, government and business services.
- (b) Permitted uses. The uses permitted in the B-1 district include those listed in the schedule of uses found in appendix A of this article. Any use not expressly authorized and permitted herein is expressly prohibited in this district, unless otherwise allowed in conformance with section 14.02.107 dealing with new and unlisted uses.
- (c) Specific use permit. In order to allow for certain uses which, because of their nature or unusual character, cannot be unconditionally permitted in this district, yet would or could be an appropriate or compatible use under certain controlled circumstances and locations, the planning and zoning commission shall forward its recommendations of action to the city council, after public hearing thereon. The city council shall hold a public hearing and may authorize and grant the issuance of a specific use permit for such uses allowed in the schedule of uses in appendix A of this article. The issuance of the permit by the city council shall be contingent upon reasonable and appropriate conditions and safeguards, including the length of time, so as to properly protect any adjacent property, use or neighborhood character, as well as ensure the appropriate conduct of the conditional use of the land and buildings granted.
- (d) Area, yard, height, lot coverage and building size. The requirements regulating the minimum lot size, minimum yard sizes (front, side and rear), maximum building height, maximum percentage of lot coverage by buildings and the minimum size of buildings, as pertains to this district, shall conform with the provisions of the schedule of district regulations found in section 14.02.041 and any other applicable regulations as herein provided.
- (e) Parking requirements. Off-street parking space requirements shall be in accordance with the parking schedule found in appendix A of this article and section 14.02.104. No enclosed or covered parking is specifically required.
- (f) All commercial operations and sales to be enclosed; exception. All commercial uses, operations and sales, except for off-street parking and off-street loading facilities, shall be conducted within completely enclosed buildings. However, the city council may grant a permit to businesses for sidewalk sales for a period up to 30 days.

(Ordinance 240 adopted 3/15/94; 2007 Code, sec. 155.21)

8) Residential

		R-1	R-2	R-2M	R-3	R-4	MH	B-1	B-2	B-3	I	P&R	Parking
Residential	Accessory building	X	X	X	X	X		X	X	S			None
Residential	Apartment or Multifamily building					X		X	X				2.5/dwelling unit
	Bed & Breakfast												

- (1) Regulations. The following table of district regulations is hereby adopted and shall be considered as part of each applicable zoning district regulation as hereafter described in this article:

Schedule of District Regulations

Area Regulations	R-1	R-2	R-2m	R-3	R-4	MH	B-1	B-2	B-3	I	P&R
Minimum lot area (sq. ft.)	6,600	(A)	(A)	(B)	(B)	(C)	3,000	N/A	N/A	N/A	N/A
Minimum lot width (ft.)	60	60	60	60	50	40* 60**	25	25	N/A	N/A	25
Minimum lot depth (ft.)	110	110	110	110	120	75* 100**	120	N/A	N/A	N/A	N/A
Minimum front yard setback (ft.)	25	25	25	25	25	25* 25**	(D)	(D)	N/A	20	(D)
Minimum front yard setback - Major street (ft.)	35	35	35	35	35	25* 25**	(D)	(D)	N/A	N/A	(D)
Minimum side yard setback (ft.)	7	7	7	7	7	6* 6**	(E)	(E)	N/A	(E)	(E)
Minimum side yard setback - Corner lot	25	25	25	25	25	25* 25**	20	20	N/A	20	20
Minimum rear yard setback (ft.)	25	25	25	25	25	20* 25**	(F)	(F)	N/A	(F)	(F)
Maximum height (stories)	2.5	2.5	2.5	2.5	3	1.5	3	8	8	8	2.5
Height of structure (ft.)	35	35	35	35	45	25	45	100	100	100	35
Maximum lot coverage	40%	40%	40%	40%	40%	50%	N/A	N/A	N/A	50%	N/A
Minimum Living Area- Excluding Garage	1,000	800	550	550	550	N/A* 450**	550	N/A	N/A	N/A	N/A

Notes:

*Pertains to mobile home park.

****Pertains to individually owned mobile home lots.**

(2) Notes.

- (A) The minimum lot area for the R-2 and R-2m districts is 6,600 square feet for a single-family unit, 7,500 square feet for a two-family unit. R-2m district allows additional units and requires 3000 square feet for each unit in excess of two.
- (B) The minimum lot area for the R-3 district is 6,600 square feet for a single-family unit, 7,500 square feet for a two-family unit and 1,500 square feet for each additional unit in excess of 2.
 - (i) For mobile home lots which are individually owned, the minimum lot area shall be 6,000 square feet when a public sewer system is available. When septic tanks are used, the square footage of the lot area shall be the size specified by the state agency that monitors wastewater systems.
 - (ii) For mobile home parks, the minimum lot area shall be at least 3 times larger than the mobile home to be placed thereon and in no event less than 3,000 square feet in area when a public sewer system serves the park. Where no public sewer system is available and septic tanks are used for sewerage disposal, the minimum lot area shall be the size specified by the state agency that monitors wastewater systems.
- (C) No front yard or setback is required, except where a lot adjoins a residential district or lot, in which the front yard in the commercial district shall be provided for a distance of not less than 25 feet from the boundary of the residential district or lot.
- (D) No side yard shall be required, except that a side yard of not less than 6 feet in width shall be provided on the side of a lot adjoining a residential district.
- (E) No rear yard required, except that a rear yard of not less than 15 feet in depth shall be provided upon that portion of a lot abutting upon a residential district or lot.
- (F) The minimum living area per unit shall be 500 square feet for an efficiency, 650 square feet for 1 bedroom, 800 square feet for 2 bedrooms, and 900 square feet for a 3 bedrooms. However, the average living area for all units within a building must be a minimum of 800 square feet.
- (G) Where irregularly shaped lots occur on curves on a street and in cul-de-sacs, the minimum lot width requirement shall be based not on any one measurement, but on the average lot width. That portion of such a lot fronting a street must have a minimum width of thirty five (35').

(Ordinance 240 adopted 3/15/94; Ordinance adopted 12/8/98; 2007 Code, sec. 155.15; Ordinance 580, secs. 1, 3, adopted 4/12/16; Ordinance 2019.07.08A, secs. 2-4, adopted 7/8/19; Ordinance 2019.11.11B adopted 11/11/19; Ordinance 2020.01.13A, secs. 6-9, adopted 1/13/20)

Item 10.

ORY

ended by Ord. 2021.08.10D on 8/10/2021

46

401 Sam Houston**200 Ft Radius**

1. (Owner)
Knappers Brew LLC
Scott Knapp
6207 Tezcuco Ct
Granbury, TX 76049
2. Jennifer L Johnson
PO Box 1665
Glen Rose, TX 76043
3. Ronnie Reynolds
PO Box 154
Glen Rose, TX 76043-0154
4. Erika Rhea Finstad
502 Bryan St
Glen Rose, TX 76043
5. Jackie Laverne Epps
6429 W Hwy 67
Walnut Springs, TX 76990
6. Donald R Vancil
11049 East Colorado Dr
Aurora, CO 80012
7. Denver Bryan and Caitlyn Greene
407 SW 1st
GLEN ROSE, TX 76043
8. Shady Lane Properties, LLC
107 Dove Meadow
Glen Rose, TX 76043
9. Donald L Sr & Judy A Streun
409 1st St
Glen Rose, TX 76043

10. Loretta Rivas Ramsey
PO Box 742
Glen Rose, TX 76043

11. Tyler Summers
PO Box 66
Glen Rose, TX 76043

12. James Flatt
8221 FM 1187
Fort Worth, TX 76126

13. DG Glen Rose LLC
10300 W Charleston Blvd #13-156
Las Vegas, NV 89135

14. Christopher and Gayla Reynolds
2197 CR 303
Rainbow, TX 76077

15. Lana Kim West
PO Box 982
Glen Rose, TX 76043

16. David Simpson
PO Box 2083
Glen Rose, TX 76043

17. Mauritta Fae Spurgeon
300 Austin Rd
Glen Rose, TX 76043



Board of Adjustments (BOA), City of Glen Rose, Texas

P.O. Box 1949, Glen Rose, Texas 76043

BOARD OF ADJUSTMENTS (BOA) DETERMINATION

Purpose of hearing: Public hearing, discussion and possible action by the Board of Adjustment at the request of Scott W. Knapp, owner, for a variance for the items listed below, in order to construct a Multi-Family apartment complex at 401 Sam Houston; Acres 0.610, Lot 7R, Blk 00001, Subd R0100, Abst: A41, RAILROAD, BLOCK 1, LOT 7, 8, 9, 10 AND 11

RE:

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- 2. Parking variance request from the 2.5 parking spaces per dwelling unit to 2 parking spaces per dwelling unit.**

Date and time of public hearing: **Monday, March 20, 2023 at 5:30 p.m.**

After considering all information submitted, the Board of Adjustments has made the following determination:

☐ Deny the variance. ☐ Approve the variance.

☐ Approve the variance with the following provisions.

Signature
Position: Chairman, Board of Adjustments

Date

NOTICE OF PUBLIC HEARING

Item 10.



City of Glen Rose, Texas
Building, Planning, Code Enforcement Department
P.O. Box 1949, Glen Rose, TX 76043
Ph: (254) 897-2272 Fax: (254) 897-7989

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NAME: Chris + Gayla Reynolds
ADDRESS: 2197 CR 303, Rainbow TX 76077

I AM ☒ IN FAVOR () IN OPPOSITION TO THIS REQUEST.

Reasons/Comments:

Building and Planning / Code Enforcement

NOTICE OF PUBLIC HEARING

Item 10.



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Building, Planning, Code Enforcement Department
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NAME:

Mauritta Spurgeon

ADDRESS:

300 Austin Rd.

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Reasons/Comments:

Building and Planning / Code Enforcement

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NAME: SCOTT W KNAPP

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Reasons/Comments:

Item ① Yes, Because of the abandoned 14 foot alley between this property and the houses behind it, the 1ft variance gives it a 15 foot setback as required by code.

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Building and Planning / Code Enforcement



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding a Resolution authorizing the submission of a Texas Community Development Block Grant application		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/14/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: This resolution authorizes the submittal of an application for the TxCDBG grant in the amount of \$500,000, with a grant match of \$25,000.			
RECOMMENDED ACTION: Move to approve as presented.			

RESOLUTION NO. R.2023.03.20. __**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.**

WHEREAS, the City Council of the City of Glen Rose desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low to moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Glen Rose to apply for funding under the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of the City of Glen Rose is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

1. A Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture; and
2. The City's application be placed in competition for funding under the Community Development Fund; and
3. The application be for \$500,000 of grant funds for street improvements in the 3rd Street Neighborhood; and
4. All funds will be used in compliance with all applicable federal, state, local and programmatic requirements including, but not limited to, environmental review, labor standards, procurement, acquisition of property, civil rights, and administrative requirements; and
5. It further be stated that the City of Glen Rose is committing \$25,000 from its General Fund as a cash contribution toward this project.

PASSED AND APPROVED this 20th day of March, 2023

Julia Douglas, Mayor

ATTEST:

Staci King, City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding Resolution authorizing representatives in matters pertaining to the Texas Community Development Block Grant program		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/14/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: This resolution designates authority for execute and certify documents on behalf of the City of Glen Rose for the TxCDBG grant.			
RECOMMENDED ACTION: Move to approve as presented.			

RESOLUTION NO. R-2023.03.__. __**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS, AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

WHEREAS, the City Council of the City of Glen Rose desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Glen Rose to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of the City of Glen Rose is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual.

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

The City Council directs and designates the following to act in all matters in connection with any grant application and the City's participation in the Texas Community Development Block Grant Program:

1. The Mayor and City Administrator shall serve as the City's Chief Executive Officers and Authorized Representatives to execute a grant application and any subsequent contractual documents, certify environmental review documents between the Texas Department of Agriculture and the City, and certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and be assigned the role of Authorized Official in the TDA-GO grant management system.
2. In addition to the above designated officials, should any grant be funded, the Mayor Pro Tem, City Secretary, and Deputy City Secretary are authorized to certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, prepare and submit other financial documentation, and be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

PASSED AND APPROVED this 20th day of March, 2023

Julia Douglas, Mayor

ATTEST:

Staci King, City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding a driveway permit request for the property located at the northeast corner of NE Barnard and US Hwy 67		
PREPARED BY:	Chip Joslin, Mayor Pro Tem	DATE SUBMITTED:	3/14/2023
EXHIBITS:	Attachments submitted by TxDOT		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			

Family Dollar

Write a description for your map.

Legend

-  32.24427, -97.74397
-  Best Value Medical Center Pharmacy
-  Champion Auto Sales
-  Exxon
-  Feature 1
-  Hammond's B-B-Q

#1

I HAVE ALREADY SAID NO TO A DRIVEWAY HERE

THIS IS A HIGH TRAFFIC AREA A NEW TRAFFIC LIGHT IS GOING IN AT THE INTERSECTION

63' SPACING

FAMILY DOLLAR STORE

40' DRIVEWAY

GROCERY STORE AND GARAGE

SPACING 15' SOUTH
SIGHT DISTANCES 1050' NORTH TO SOUTH

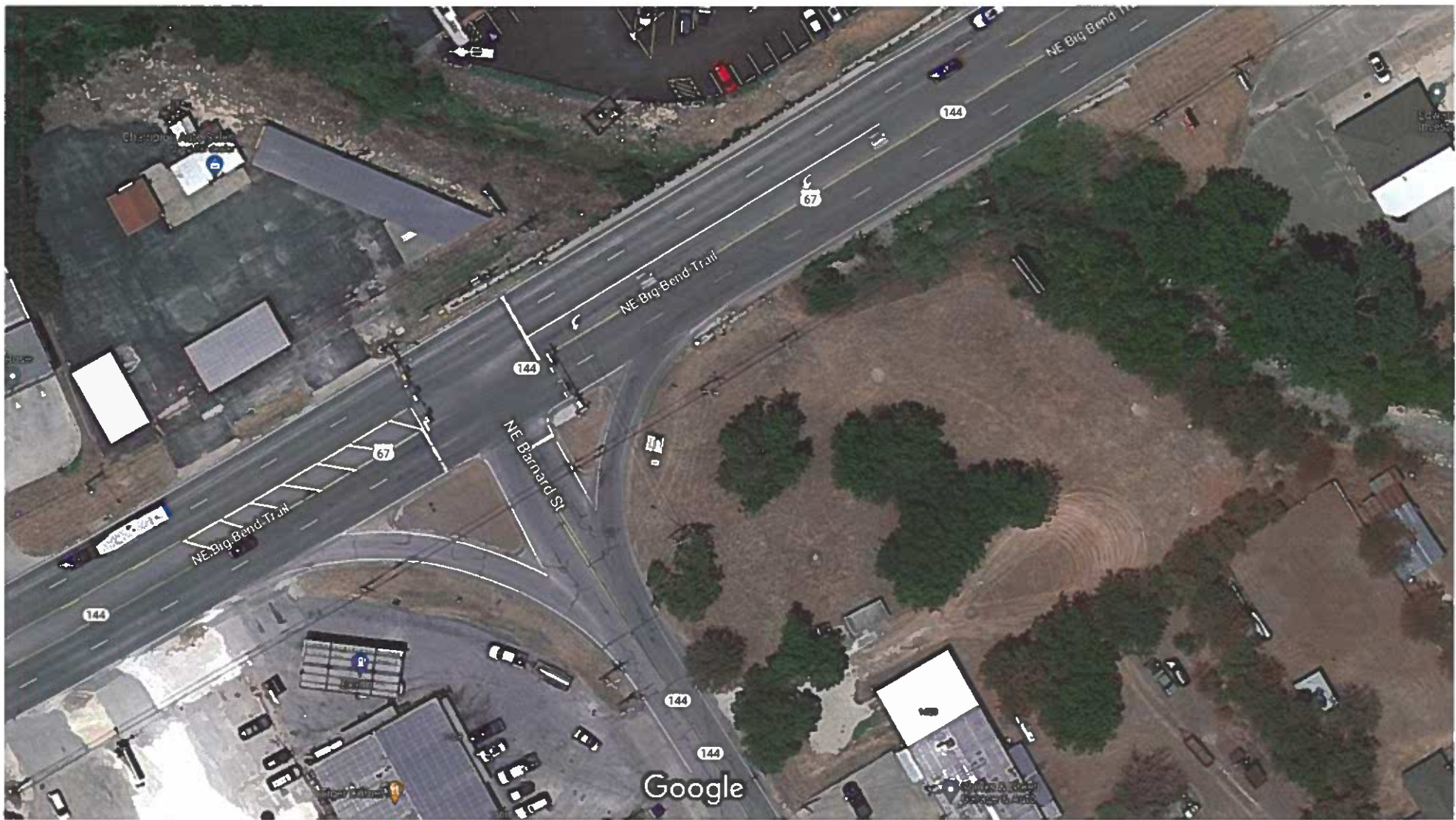
GARAGE MACHINE SHOP

Google Earth

Best Value Medical Center Pharmacy

100 ft

N

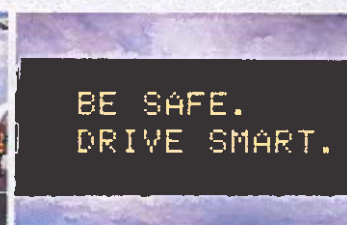


Item 13.

Map data ©2023 , Map data ©2023 20 ft

Handwritten signature in red ink.





4

SOMERVELL FAMILY DOLLAR

GLEN ROSE, TX





Permit to Construct Access Driveway Facilities on Highway Right of Way

 Form 1058
(Rev. 8/20)
Page 1 of 3

PERMIT NUMBER:			
REQUESTOR		GPS*	ROADWAY
		LATITUDE, LONGITUDE	HWY NAME SH 144
		32.24390, -97.74363	FOR TxDOT'S USE
NAME Family Dollar		CONTROL	383
MAILING ADDRESS		SECTION	01
CITY, STATE, ZIP Glen Rose, Tx			
PHONE NUMBER 936-634-5528			

*GLOBAL POSITIONING SYSTEM COORDINATES AT INTERSECTION OF DRIVEWAY CENTERLINE WITH ABUTTING ROADWAY

 Is this parcel in current litigation with the State of Texas? ☐ YES ☒ NO

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Craig Largent, hereinafter called the Permittee, to ☒ construct / ☐ reconstruct a Commercial (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number SH 144 in Somervell County, located _____

USE ADDITIONAL SHEETS AS NEEDED

This permit is subject to the Access Driveway Policy described on page 2 and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the state highway right of way.
2. The Permittee represents that the design of the facilities, as shown in the attached sketch, is in accordance with the Roadway Design Manual, Hydraulic Design Manual and the access management standards set forth in the Access Management Manual (except as otherwise permitted by an approved variance).
3. Construction of the driveway shall be in accordance with the attached design sketch, and is subject to inspection and approval by the State.
4. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with prior written approval of the State.
5. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage related to the driveway permitted hereunder.
6. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way. The Permittee shall ensure that any vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
7. The State reserves the right to require a new access driveway permit in the event of: (i) a material change in land use, driveway traffic volume or vehicle types using the driveway, or (ii) reconstruction or other modification of the highway facility by the State.
8. The State may revoke this permit upon violation of any provision of this permit by the Permittee.
9. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
10. The Permittee will contact the State's representative Mike Millsap (michael.millsap@txdot.gov) telephone, (254) 413-5058, at least twenty-four (24) hours prior to beginning the work authorized by this permit.
11. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the State.

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the highway right of way.

Date: _____

 Signed: _____
(Property owner or owner's representative)

Date of Issuance _____

District Engineer, or designee Approval

Date of Issuance as per Variance to AMM _____

District Engineer, or designee Approval

Date of Denial _____

District Engineer Denial (No Delegation)

Access Driveway Policy

Title 43 Texas Administrative Code (Transportation), Chapter 11 (Design), Subchapter C (Access Connections To State Highways) and the "Access Management Manual" establish policy for the granting of access and the design, materials, and construction of driveways connecting to state highways. All driveway facilities must follow this policy. To the extent there is any conflict between this permit and the policy, the policy shall control. If a proposed driveway does not comply with the access management standards, the owner may seek a variance to a requirement contained in the access management standards by contacting the local TxDOT office.

TxDOT Driveway Permit Request Contact

For a local contact for your TxDOT Driveway Permit Request or variance request, visit: <http://www.txdot.gov/inside-txdot/district.html>. You can click on the section of the map closest to your location to find the local TxDOT office. You can also click on the drop down box below the map to find the district for your county.

Other Conditions

In addition to Items 1 thru 11 on page 1 of this permit, the facility shall also be in accordance with the attached sketch and subject to the following additional conditions stated below:

Construct a Pipe Driveway with a maximum width of 40 feet and a maximum radius of 25 feet. Construction shall consist of one 18 inch Corrugated Metal Pipe that is 6 feet longer than the width of the drive (3 feet on each side) with Safety End Treatments @ 6:1 slope. The pipe shall be backfilled and compacted with suitable fill material. CGM SET's require concrete rip rap on both sides of the pipe and at the toe wall. The rip rap must be at least 2 feet wide. Surface treatment shall be a minimum of 6 inches of concrete with #4 rebar on 12 inch centers and tied at each intersection 100%. Driveway shall have a 5 foot expansion joint from edge of roadway. All concrete shall be "Class A". The finished ditch grade shall conform to the contour of the existing flow line with a minimum slope of 2% to provide positive drainage away from highway pavement. Notify TxDOT 24 hours prior to construction. Traffic control shall be in strict accordance with the TMUTCD. This information may be found at <https://www.txdot.gov/business/resources/signage/tmutcd.html>. See all attached sheets.

Variance Documentation Justification

For a Variance request, please indicate which of the below are applicable, as required by TAC §11.52(e):

- ☐ a significant negative impact to the owner's real property or its use will likely result from the denial of its request for the variance, including the loss of reasonable access to the property or undue hardship on a business located on the property.
- ☐ an unusual condition affecting the property exists that was not caused by the property owner and justifies the request for the variance.

For the conditions selected above, provide written justification below. (Attach additional sheets, if needed)

PROPOSED DRIVEWAY

47

One comment I have regarding the TIA: The comment about spacing mentions they can't meet the required 250' distance from the intersection and retain access to the property. However, the property is currently owned by one landowner who also owns the adjacent Green's Auto Shop.

So if Family Dollar would purchase the entire property, then they could meet the required distance for this proposed driveway.

However, we noted the distance of 63 ft incorrectly. It is 168' as the TIA review memo states.

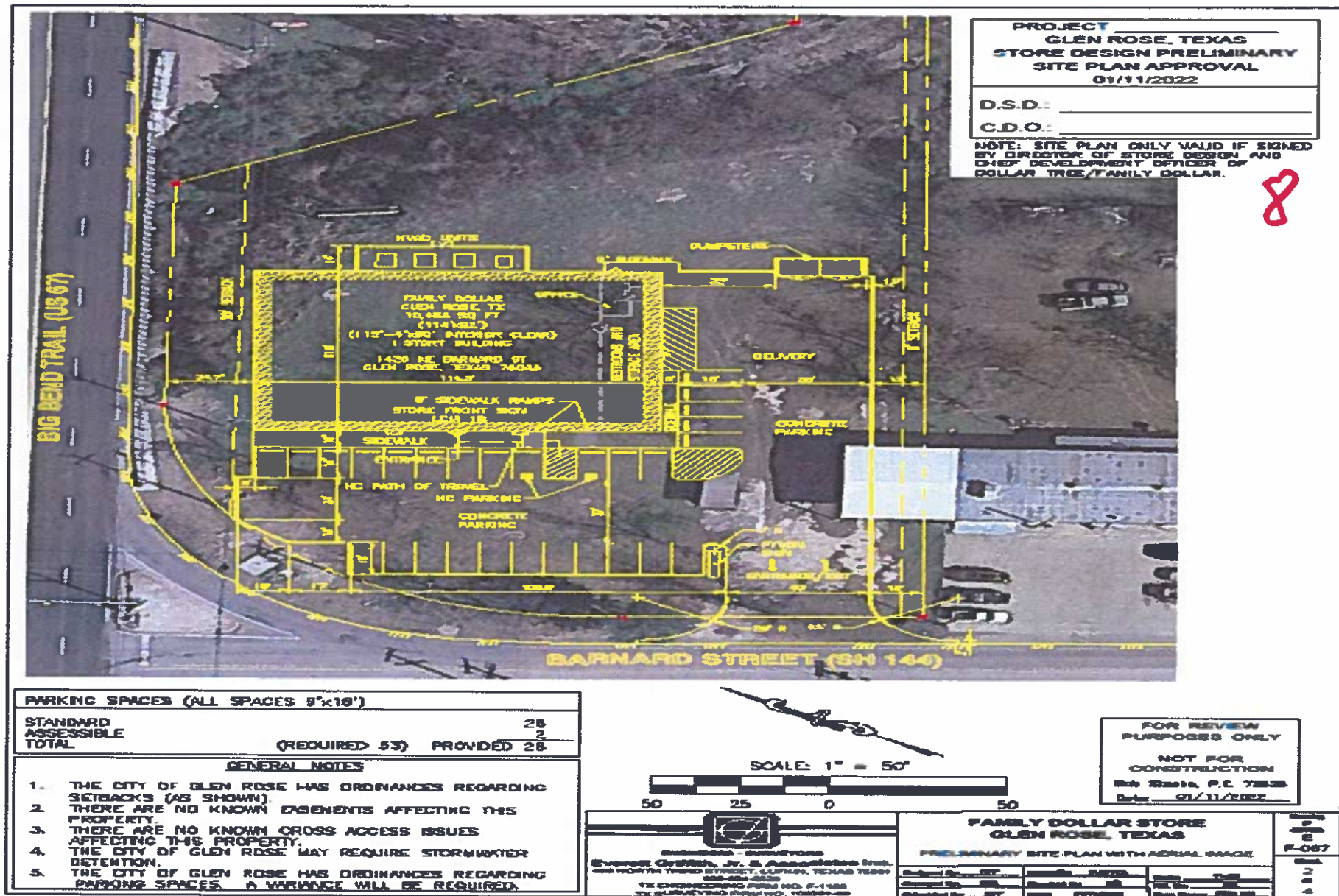
I measured to the beginning of the ramp just as if it was a driveway, and it will measure 63'.

I have turned this site down due to the safety issues that will arise as a vehicle traveling West on U.S.67 turns right onto SH 144 & then wants to make a left turn into the family dollar driveway and has to stop due traffic traveling south on SH 144. you will have several rear end collisions.

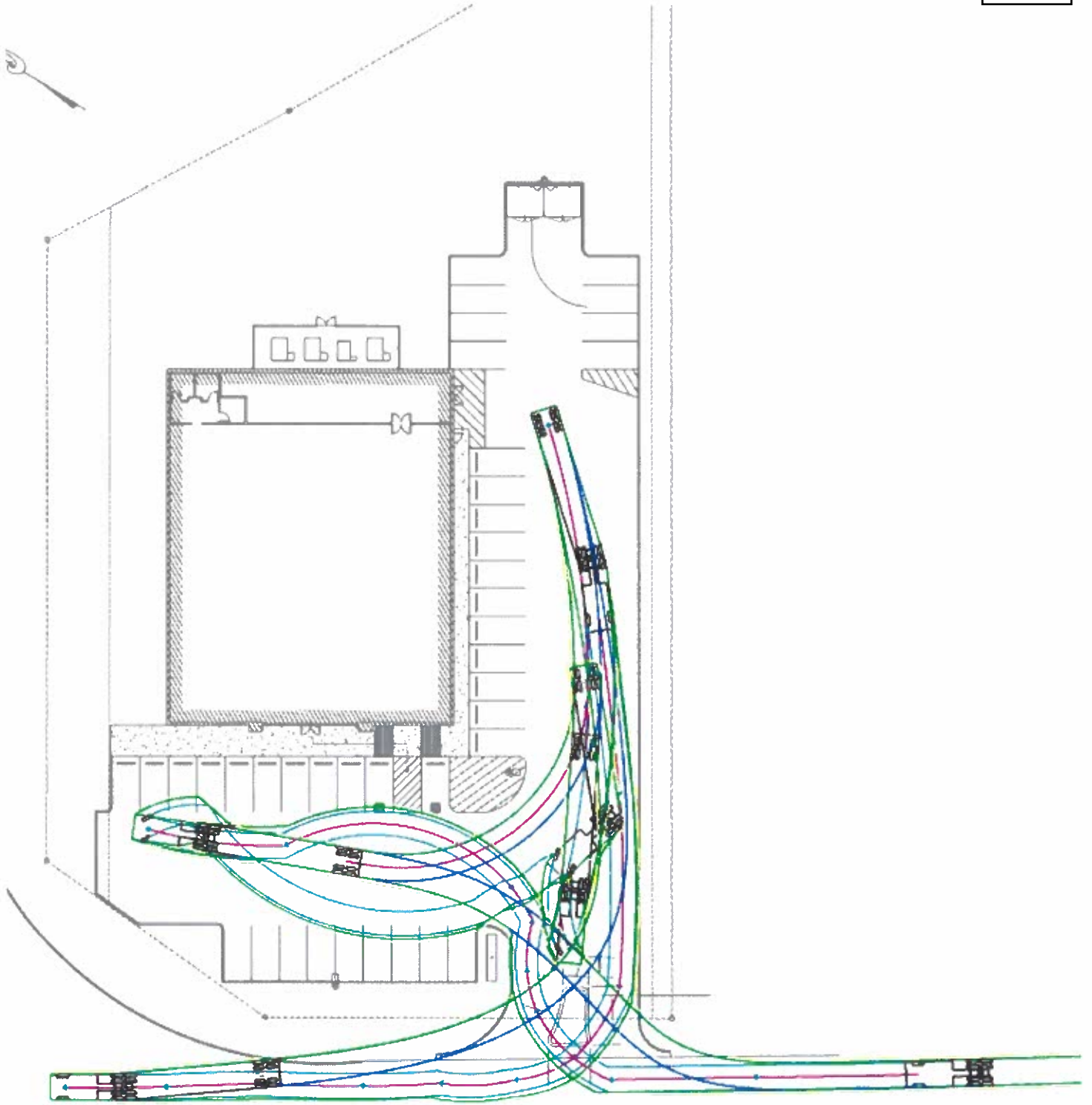
If they purchased all the property, then they can move the driveway entrance south.

PROJECT LOCATION

Item 13.

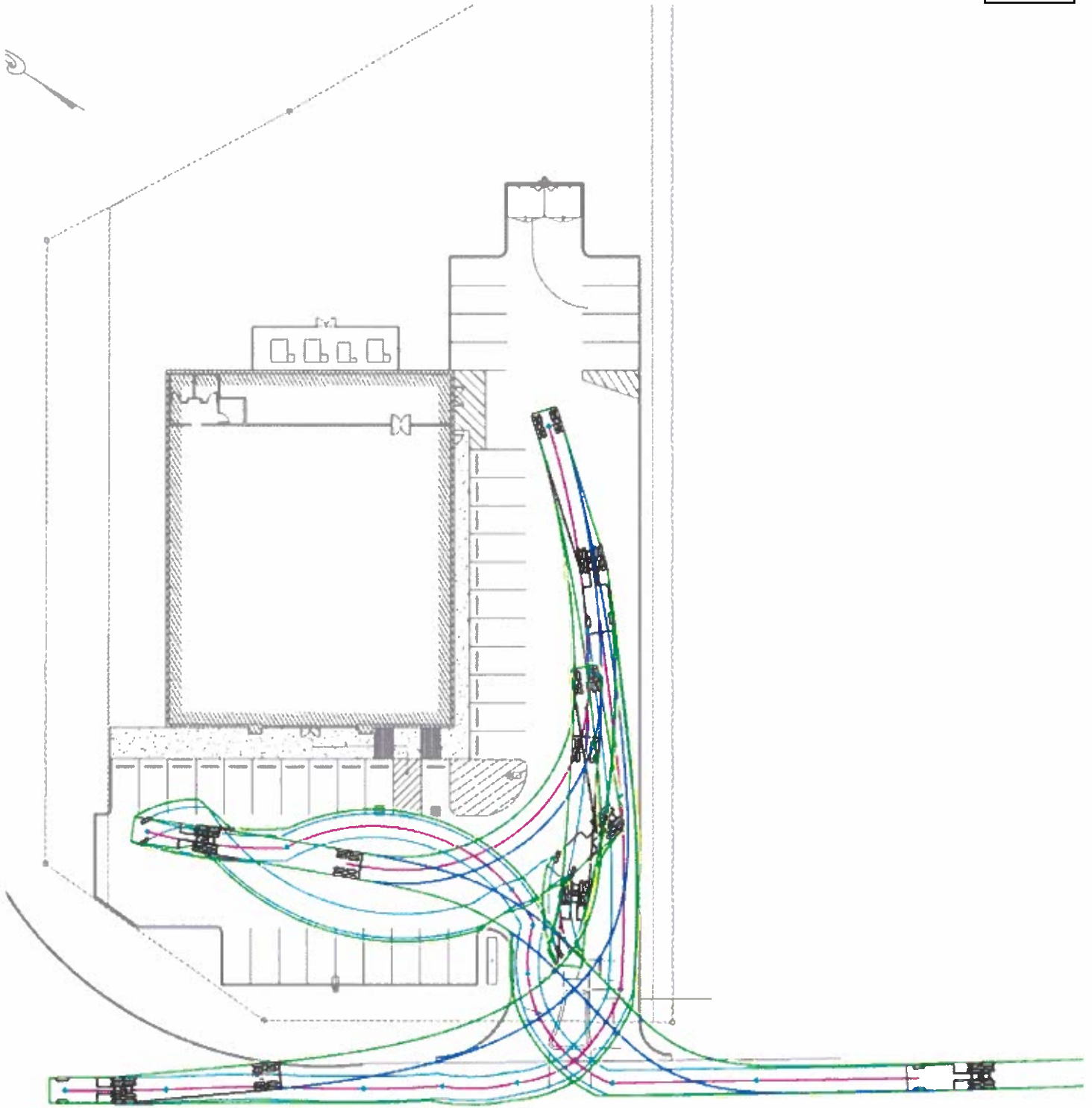






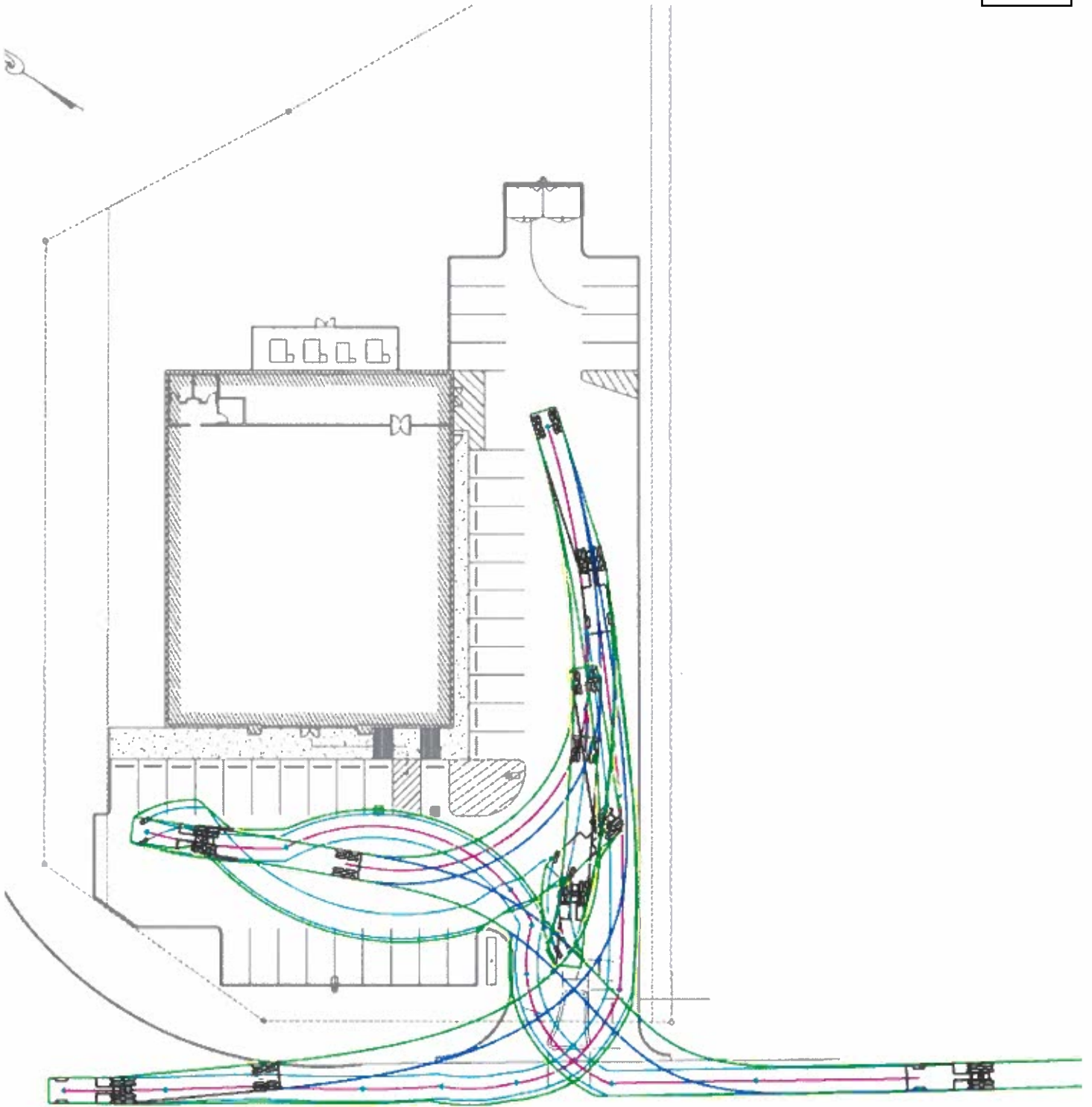
Anthony Voigt, P.E., PTOE
Voigt Associates, Inc.
 832-264-0429
tony@voigtassociates.com

10.



11

Anthony Voigt, P.E., PTOE
Voigt Associates, Inc.
 832-264-0429
tony@voigtassociates.com



Anthony Voigt, P.E., PTOE
Voigt Associates, Inc.
832-264-0429
tony@voigtassociates.com

12

Michael Millsap

From: Sarah Horner
Sent: Wednesday, February 15, 2023 9:24 AM
To: Noel Spaar; Michael Millsap
Cc: Anthony Bruce
Subject: Family Dollar Glen Rose - SH 144 Driveway Permit Request

Noel and Mike,

Per our conversation with John Cordary, it looks like TxDOT will have to grant this driveway permit because this parcel is landlocked. Even though one owner has several parcels, the fact that it is platted separately by the county creates the landlocked condition. However, it would be better to grant this permit for the full 2-way driveway because the modified porkchop is more of a safety issue. However, we have concerns. If the Family Dollar insists on using this parcel to construct their store, we anticipate issues with vehicles possibly backing up into the US 67 intersection.

This property owner has the adjacent parcel with access to the City Street which would alleviate the problem. A better solution would be for the property owner to also sell easement through his other parcel connecting to Van Zandt St, offering a better route for trucks and an additional entrance to the Family Dollar, in addition to a regular right-in-right-out driveway on SH 144. These two access points working together would provide better traffic flow, and allow the trucks to be further from the US 67 intersection before turning left. Will the City also require a second access point to meet fire code? If so, access off Van Zandt would fulfill that requirement.

The City needs to be aware of these concerns. Would they be willing to encourage the owner to sell the easement connecting to Van Zandt? If not, TxDOT will not be responsible for any issues created by granting this driveway on SH 144.

Additionally, the City needs to be aware that if the garage sells and demolishes the building, we may need the new owner to move the Family Dollar driveway so it is shared with the neighboring parcel, improving the distance from the intersection of US 67/SH 144.

Please talk to the mayor and developer about our concerns to see if they will add the easement connecting to Van Zandt and modify their site plan. If they do not want to do that, we will issue the permit for the full 2-way driveway, with wording in the permit documenting TxDOT's concerns with this driveway location. If it comes to that, talk to Brenda and Margaret to get their input on how to best document our concerns in the permit.

Thank you,
Sarah





Texas Department of Transportation

Mr.Largent

From the Glen Rose office, we are not allowing a commercial business at this location due to the guardrail and a bridge that can't be moved for a driveway. Giving the access onto Texas Hwy.144 onto U.S. 67 this close to the driveway. You would need a TIA which is costly of the area.

I'm not saying you can't access to this location, but it will be difficult being commercial.

You can access the Texas Dept. of Transportation (Access Management Manual) and (Regulations for Access Driveways to State Hwy.). You can find this information online. I hope after looking onto these manuals, it will help clarify some issues. The main issue is spacing between business driveway to the south business driveway and the spacing to the north onto U.S. 67.

You do not have a safe sight distance from U.S. 67 to the purposed driveway onto Texas 144. The sight distance from the south to the is fine.

With the traffic signals from three sides. The traffic would be stacked up coming off U.S.67 onto Texas 144 and try to make a left turn access the amount of traffic from the south.

Thank You Sir

Mike

THE TEXAS PLAN

**REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS**

An Equal Opportunity Employer

Michael Millsap

From: Craig Largent <clargent@everettgriffith.com>
Sent: Thursday, March 3, 2022 4:26 PM
To: Michael Millsap
Subject: Re: Family Dollar Store

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Mr. Millsap -

Received your e-mail and I will forward it to our clients.

Thanks,
Craig

Craig Largent
Everett Griffith, Jr. & Associates, Inc.
408 North Third Street
P.O. Box 1746
Lufkin, Texas 75902
(936) 634-5528

TX Engineering Firm No. F-1156
TX Surveying Firm No. 10029100

On Thursday, March 3, 2022, 11:30:26 AM CST, Michael Millsap <michael.millsap@txdot.gov> wrote:

A Texas Department of Transportation message

HELP
#EndTheStreakTX

End the streak of daily deaths
on Texas roadways.

From: Noel Spaar <Noel.Spaar@txdot.gov>
Sent: Monday, February 6, 2023 10:24 AM
To: Tony Voigt <tony@voigtassociates.com>; Michael Millsap <Michael.Millsap@txdot.gov>
Cc: Bryan Baskin <blbaskin@outlook.com>; Casey Elliott <Casey.L.Elliott@txdot.gov>; Julio Alva <Julio.Alva@txdot.gov>
Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

Tony,
 The moment that is shown in the test is the exact moment we are trying to restrict. Please revise with the truck turning right into the parking lot and exiting by turning right as well.
 Thank you,
 -Noel Spaar

From: Tony Voigt <tony@voigtassociates.com>
Sent: Thursday, February 2, 2023 11:54 AM
To: Michael Millsap <Michael.Millsap@txdot.gov>; Noel Spaar <Noel.Spaar@txdot.gov>
Cc: Bryan Baskin <blbaskin@outlook.com>; Casey Elliott <Casey.L.Elliott@txdot.gov>; Julio Alva <Julio.Alva@txdot.gov>
Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mike & Noel,
 I want to thank you guys for the meeting back in mid-January on the Family Dollar in Glen Rose.

We've been working on concept for restricting access at their proposed driveway on SH 144. I've put together a porkchop type of configuration for the driveway on SH 144 (see attached), and we couldn't fit in a porkchop curb that presents as a definite restriction for left turns while being able to get the WB-67 truck in and out of the site. That truck path sweeps the entire driveway and would have to mount the median curb for access.

The developer would like to move forward with the project. Unfortunately the only possible access location is where proposed. I know that you guys preferred that left turns be restricted in and out of this driveway, but on a practical level I don't know how that gets accomplished with the location and potential configuration. My concern would be that drivers would still attempt left turn entry (and exit), but may try to enter the wrong way into the driveway to avoid the porkchop curb.

Ultimately a raised divider may be the only technique that could be used to limit left turns, but that still may cause some issues for the resupply truck access, but it would impact access conditions for existing property owners. If a crash history develops due to the traffic generated by the new development (or by existing development), that raised divider could be installed as a reaction.

I would have much more concern if SH 144 had through movements at US 67. But because all movements there are turns, traffic should be moving fairly slowly on this part of SH 144. I still can understand the concern about left turns, but it may be less of an issue here than we might think.

Please let us know if further discussions are needed or if we can move forward with permit document submittals.
 Thanks,
 Tony

Anthony Voigt, P.E., PTOE
Voigt Associates, Inc.
 832-264-0429
tony@voigtassociates.com

From: Michael Millsap <Michael.Millsap@txdot.gov>
Sent: Wednesday, January 4, 2023 3:33 PM
To: Tony Voigt <tony@voigtassociates.com>
Cc: Casey Elliott <Casey.L.Elliott@txdot.gov>; Julio Alva <Julio.Alva@txdot.gov>
Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

Good Afternoon

I will contact my area engineer and set up a teams meeting. I will let you know.

Thanks
 Mike

From: Tony Voigt <tony@voigtassociates.com>
Sent: Wednesday, January 4, 2023 2:41 PM
To: Michael Millsap <Michael.Millsap@txdot.gov>
Cc: Craig Largent <clargent@everettgriffith.com>; rfreeman@everettgriffith.com
Subject: Family Dollar Glen Rose - Traffic Study/Permit

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr Millsap,
 Greetings – I conducted the traffic study for the Family Dollar store project in Glen Rose (SE corner of US 67 and SH 144) and have been working with Craig Largent and Rick Freeman at Everett Griffith on the site.

I'm reaching out to see if you would be amenable to setting up a Teams meeting to discuss access for the store? I know you have had some back and forth with Craig on access conditions, but we thought it might be helpful to have a meeting to discuss access and how to move the project (and process) forward.

We've got some constraints we are working against, and I know you guys have concerns about the site access. We've approached the adjacent property owner about shared access – to which we received a no. We've got to safely get a truck in and out of that store, while providing safe mobility around the site. But I also understand from TxDOT's perspective about addressing some concerns with access so close to US 67. We're landlocked here though, with no other access to public streets.

If your open to it, I figure that we could get more done in a 30 minute call than volleying emails back and forth.

Thanks,
 Tony Voigt

Anthony Voigt, P.E., PTOE
Voigt Associates, Inc.
 832-264-0429

Michael Millsap

From: Tony Voigt <tony@voigtassociates.com>
Sent: Monday, February 6, 2023 1:56 PM
To: Noel Spaar; Michael Millsap
Cc: Bryan Baskin; Casey Elliott; Julio Alva; baskingreg@gmail.com
Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Noel,
 That's the issue – any hard curbs that we install may cause issues with a truck turn in/out. That's why I couldn't see doing the porkchop profile with the curb slanting down on the face parallel to SH 144. It might be able to be mountable (about 3" tall), but a hard face and curb is really going to be difficult with the truck turns. If there is a median down the middle of SH 144 then it is likely the truck would pop the curb or off-track/off-pavement to better make the turn on-pavement. I think just about anything that would be done would have to be mountable (porkchop or median divider).

I'm also always concerned with porkchop islands about cars coming in the wrong direction – that's another thing to consider.

I know our inclination is to be proactive in restricting the movements that we think will be of concern. In some cases – and I think this may be one of them – do we defer any potential improvements/mitigation to see if a problem materializes? I don't want to force something if it might not have the intended benefit.

Tony

Anthony Voigt, P.E., PTOE
Voigt Associates, Inc.
 832-264-0429
tony@voigtassociates.com

From: Noel Spaar <Noel.Spaar@txdot.gov>
Sent: Monday, February 6, 2023 1:24 PM
To: Tony Voigt <tony@voigtassociates.com>; Michael Millsap <Michael.Millsap@txdot.gov>
Cc: Bryan Baskin <blbaskin@outlook.com>; Casey Elliott <Casey.L.Elliott@txdot.gov>; Julio Alva <Julio.Alva@txdot.gov>; baskingreg@gmail.com
Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

Tony,
 This driveway design does not appear to discourage left turns into the parking lot.

If the trucks will have to turn left into the parking lot then how would they gain access if the center median was to be installed?

I'm not sure what other options there are except for looking at redesigning the intersection.

-Noel

From: Tony Voigt <tony@voigtassociates.com>

Sent: Monday, February 6, 2023 11:33 AM

To: Noel Spaar <Noel.Spaar@txdot.gov>; Michael Millsap <Michael.Millsap@txdot.gov>

Cc: Bryan Baskin <blbaskin@outlook.com>; Casey Elliott <Casey.L.Elliott@txdot.gov>; Julio Alva <Julio.Alva@txdot.gov>; baskingreg@gmail.com

Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

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Noel,

This is the WB-67 truck coming in from the south and departing to the north towards US 67 (right-in/right-out) from SH 144.

The turns are really tight and the truck will off-track without using some of the southbound pavement.

Your thoughts on where to go on this?

Greg and Bryan Baskin (site developers) are cc'd on this email – I think they are hitting up against some deadlines and need to have a call to discuss if that's the fastest way to get to agreement.

Thanks,

Tony

Anthony Voigt, P.E., PTOE
Voigt Associates, Inc.
 832-264-0429
tony@voigtassociates.com

From: Michael Millsap <Michael.Millsap@txdot.gov>
Sent: Wednesday, January 4, 2023 3:33 PM
To: Tony Voigt <tony@voigtassociates.com>
Cc: Casey Elliott <Casey.L.Elliott@txdot.gov>; Julio Alva <Julio.Alva@txdot.gov>
Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

Good Afternoon

I will contact my area engineer and set up a teams meeting. I will let you know.

Thanks
 Mike

From: Tony Voigt <tony@voigtassociates.com>
Sent: Wednesday, January 4, 2023 2:41 PM
To: Michael Millsap <Michael.Millsap@txdot.gov>
Cc: Craig Largent <clargent@everettgriffith.com>; rffreeman@everettgriffith.com
Subject: Family Dollar Glen Rose - Traffic Study/Permit

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Mr Millsap,
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I'm reaching out to see if you would be amenable to setting up a Teams meeting to discuss access for the store? I know you have had some back and forth with Craig on access conditions, but we thought it might be helpful to have a meeting to discuss access and how to move the project (and process) forward.

We've got some constraints we are working against, and I know you guys have concerns about the site access. We've approached the adjacent property owner about shared access – to which we received a no. We've got to safely get a truck in and out of that store, while providing safe mobility around the site. But I also understand from TxDOT's perspective about addressing some concerns with access so close to US 67. We're landlocked here though, with no other access to public streets.

If your open to it, I figure that we could get more done in a 30 minute call than volleying emails back and forth.

Thanks,
 Tony Voigt

Anthony Voigt, P.E., PTOE
Voigt Associates, Inc.
 832-264-0429

Michael Millsap

From: Bryan Baskin <blbaskin@outlook.com>
Sent: Monday, February 6, 2023 1:49 PM
To: Noel Spaar; Tony Voigt; Michael Millsap
Cc: Casey Elliott; Julio Alva; baskingreg@gmail.com
Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We need a date and time for a Call Please.

Thanks Bryan

Bryan Baskin

Capital B Contractors LLC.
 J3 Group LLC.
 Baskin Real Estate
 Office: 936-327-8621
 Mobile: 936-329-4132
blbaskin@outlook.com

[Texas Real Estate Commission Consumer Protection Notice](#)
[Information About Brokerage Services](#)

From: Noel Spaar <Noel.Spaar@txdot.gov>
Sent: Monday, February 6, 2023 1:24 PM
To: Tony Voigt <tony@voigtassociates.com>; Michael Millsap <Michael.Millsap@txdot.gov>
Cc: Bryan Baskin <blbaskin@outlook.com>; Casey Elliott <Casey.L.Elliott@txdot.gov>; Julio Alva <Julio.Alva@txdot.gov>; baskingreg@gmail.com
Subject: RE: Family Dollar Glen Rose - Traffic Study/Permit

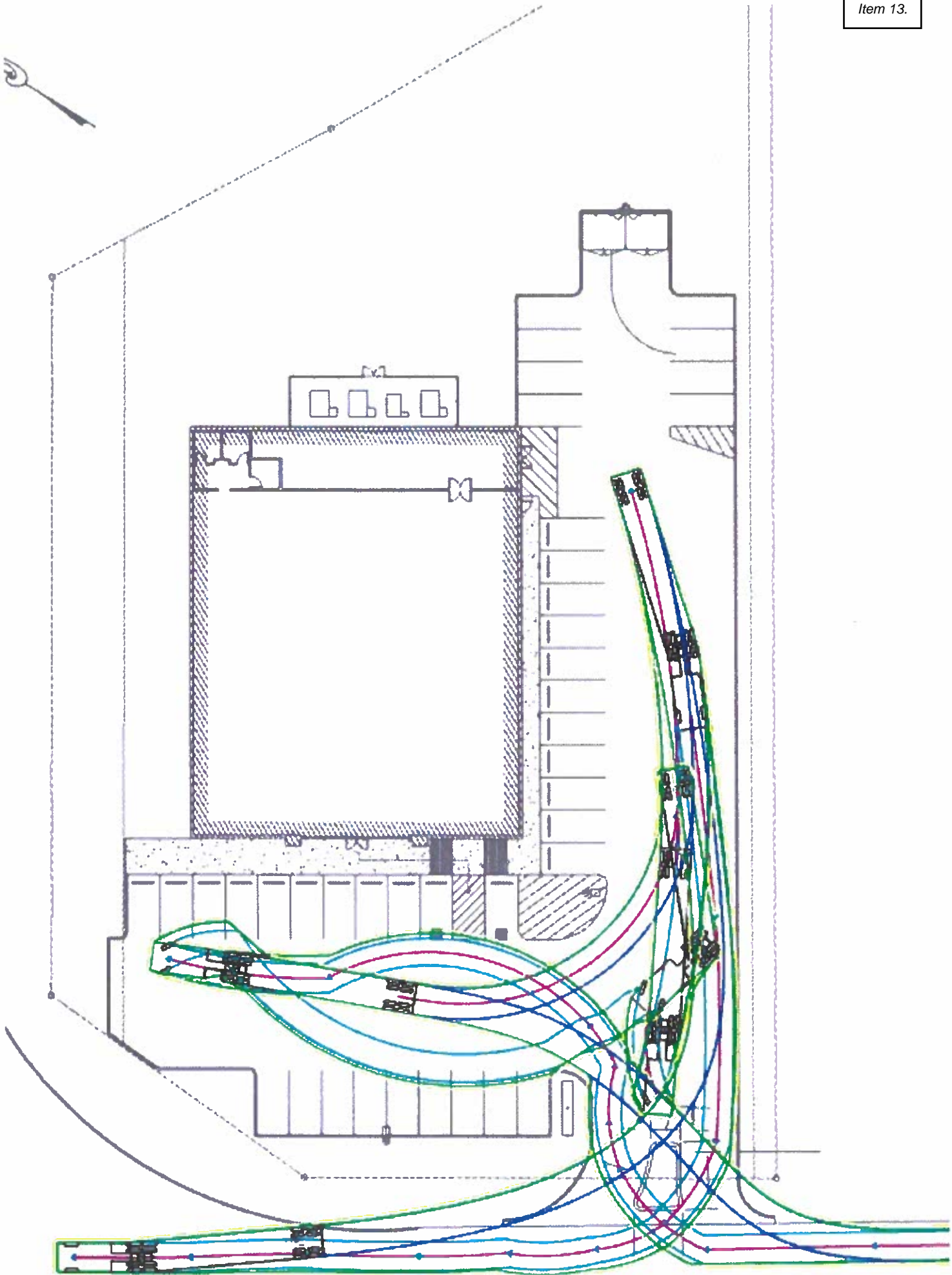
Tony,
 This driveway design does not appear to discourage left turns into the parking lot.

If the trucks will have to turn left into the parking lot then how would they gain access if the center median was to be installed?

I'm not sure what other options there are except for looking at redesigning the intersection.

-Noel

From: Tony Voigt <tony@voigtassociates.com>
Sent: Monday, February 6, 2023 11:33 AM
To: Noel Spaar <Noel.Spaar@txdot.gov>; Michael Millsap <Michael.Millsap@txdot.gov>
Cc: Bryan Baskin <blbaskin@outlook.com>; Casey Elliott <Casey.L.Elliott@txdot.gov>; Julio Alva <Julio.Alva@txdot.gov>;





CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding improved communication between the City of Glen Rose and the Texas Department of Transportation		
PREPARED BY:	Chip Joslin, Mayor Pro Tem	DATE SUBMITTED:	3/14/2023
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:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding an Interlocal Agreement with Somervell County for Fire Marshal Services		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/13/2023
EXHIBITS:	Proposed ILA		
BUDGETARY IMPACT:	Required Expenditure:		
	Amount Budgeted:		
	Appropriation Required:		
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: Judge Chambers submitted an ILA for Fire Marshal Services that was approved by the Somervell County Commissioner's Court on February 13, 2023.			
RECOMMENDED ACTION: Motion to approve, deny, or amend the Interlocal Agreement with Somervell County for Fire Marshal Services.			

**INTERLOCAL COOPERATION CONTRACT
FOR FIRE MARSHALL SERVICES
BETWEEN
SOMERVELL COUNTY and CITY OF GLEN ROSE**

AUG 15 PM 4:22
DEPUTY

This Contract is entered into as of the 11 day of July, 2011, by and between the County of Somervell (hereinafter referred to as "Somervell County") and the City of Glen Rose, Texas (hereinafter referred to as "City") for the provision of Fire Marshall Services by Somervell County to the City of Glen Rose in accordance with the provisions of Chapter 791 of the Texas Government Code.

WHEREAS, City is currently without a Fire Marshall to perform the necessary services as the Fire Marshall; and

WHEREAS, City is in need of the services of a Fire Marshall; and

WHEREAS, Somervell County has a duly appointed and qualified Fire Marshall in its employ, who is willing and able to perform the duties of Fire Marshall within the city limits of City.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto do hereby agree as follows:

1. Somervell County will make the services of its Fire Marshall available to City on an "as needed" basis.
2. The Fire Marshall appointed and employed by Somervell County shall remain an employ of Somervell County, and shall not be considered an employee of City for any purposes, and shall not be entitled to any employee benefits of City. City shall have no direct control over the actions of Fire Marshall, nor

responsibility for any actions of Fire Marshall, during the time Fire Marshall is performing services for City.

3. This contract may be terminated by either party hereto upon thirty (30) days' written notice to the other party.
4. This contract shall remain in effect until such time as City has hired or appointed its own Fire Marshall, or until it is terminated by either of the parties in accordance with the provisions hereof.

SIGNED AND APPROVED on this the 11 day of July, 2011.

CITY

By: _____

Jean King, Mayor

ATTEST:

Peggy Busch
Peggy Busch, Secretary

SOMERVELL COUNTY

By: _____

Mike Ford, County Judge

ATTEST:

Candy Garrett
Candy Garrett, County/District Clerk

INTERLOCAL COOPERATION CONTRACT FOR FIRE MARSHAL SERVICES

BETWEEN

SOMERVELL COUNTY and CITY OF GLEN ROSE

This Contract is entered into as of the 13TH day of FEB, 2023, by and between the County of Somervell (hereinafter referred to as "Somervell County") and the City of Glen Rose, Texas (hereinafter referred to as "City") for the provision of Fire Marshal Services by Somervell County to the City in accordance with the provisions of Chapter 791 of the Texas Government Code.

WHEREAS, City is currently without a Fire Marshal to perform the necessary services of a Fire Marshal; and

WHEREAS, City is in need of the services of the Fire Marshal; and

WHEREAS, Somervell County has a duly appointed and qualified Fire Marshal in its employment, who is willing and able to perform the duties of Fire Marshal within the City limits.

Now, THEREFORE, in consideration of the foregoing premises, the parties hereto do hereby agree as follows:

1. Somervell County will make the services of its Fire Marshal's office available to City for fire investigations, fire prevention activities, fire inspections, open burn permits within the City and to assist with the plans review process at a rate of \$34 per person hour when requested.
2. The Fire Marshal, appointed and employed by Somervell County, shall remain an employee of Somervell County. The Fire Marshal shall not be considered an employee of the City for any purpose and shall not be entitled to any employee benefits from the City.
3. The Fire Marshal will perform annual business inspections, acceptance inspections, foster home inspections and certificate of occupancy inspections in the City as requested by the City. The Fire Marshal will report the findings of Pass or Fail to the City Code Enforcement Office for the process of code enforcement. The Fire Marshal Office will only inspect after a request by the City is made to the Fire Marshal. This will apply to all types of inspections within the City Limits.
4. The City Code Enforcement Office shall be responsible for enforcement of the current City adopted fire code as to violations, based on the findings of the Fire Marshal. The Fire Marshal should be asked to return to the business for re-inspection by the City Code Enforcement Office in accordance with City codes and statutes.
5. While completing inspections, using the City adopted fire code, the Fire Marshal is an interpreter, reporter, and recorder of information and is to work with business owners and the City on compliance issues regarding City adopted fire code. The Fire Marshal's office should provide a copy of the fire inspection report to the City Code Enforcement Office for informing and enforcing purposes.
6. All commercial buildings that fail a fire inspection shall be in the process of mitigating the fire code violation(s) in a time manner. The City Code Enforcement Office is in charge of the process to bring the business into compliance and will use the Fire Marshal's Office to inspect, report, and record the information using the City adopted fire code.
7. The Somervell County Fire Marshal's Office, as a part of the Somervell County Fire Department, will work with the City on all fire prevention activities within City limits, as availability permits.

8. The Somervell County Fire Marshal's Office, as part of the Somervell County Fire Department, shall oversee fire investigations within City limits. On suspected Arson cases the Somervell County Fire Marshal's Office shall work with the State Fire Marshal's Office when necessary.
9. The Somervell County Fire Marshal's Office shall only preform plan review after request by the City is made to the Fire Marshal.
10. The Somervell County Fire Marshal's Office shall only preform occupancy load calculations for buildings within City limits if requested by the City.
11. The Fire Marshal's Office will assess open burn sites within the City limits when requested by the City and deliver a signed City Open Burn Permit indicating Approved or Disapproved based on City Ordinance. All permit fees will be assessed by and paid to the City.
12. The Fire Marshal's office will submit an invoice for services rendered on a monthly basis, to be made payable to the Somervell County Treasurer's Office.
13. The City agrees to remit payment to the Somervell County Treasurer's office within 30 thirty (30) days' of receiving services rendered invoices.
14. This contract may be terminated by either party hereto upon thirty (30) days' written notice to the other party.
15. This contract shall remain in effect for four years or until it is terminated by either of the parties in accordance with the provisions herein.

SIGNED AND APPROVED on this the 13th day of FEB, 2023.

CITY

By: _____

City Manager

By: _____

Mayor

ATTEST: _____

Secretary

SOMERVELL COUNTY

By: 

County Judge

ATTEST: _____

County/District Clerk



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding a Master Services Agreement with MCCi for Lasherfiche Services and Support		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/13/2023
EXHIBITS:	MSA and Addendum		
BUDGETARY IMPACT:	Required Expenditure:	\$28,028.25	
	Amount Budgeted:	\$27,570.00	
	Appropriation Required:	\$458.25	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: Council budgeted \$27,570 in the FY2022-2023 budget. After viewing demos for multiple products, staff respectfully requests that council authorize a Master Services Agreement with MCCi for Laserfiche implementation and first year subscription.			
RECOMMENDED ACTION: Motion to approve the Master Services Agreement with MCCi for Laserfiche services and support as presented.			

LASERFICHE INITIAL CLOUD SITE LICENSE ORDER

Pursuant to Master Services Agreement No. 22135 ("**Agreement**"):

This Laserfiche Initial Cloud Site License Order, designated as Addendum No. 1 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF GLEN ROSE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Staci King
staci.king@glenrosetexas.org
cc AP Contact: staci.king@glenrosetexas.org
Cloud Admin: Staci King
staci.king@glenrosetexas.org

Client Name: City of Glen Rose
Client Address: PO Box 1949, Glen Rose, TX 76043
Quote Number: 26672
Order Type: Net New

Quote Date: March 1, 2023

Product Description:	Qty.	Unit Cost	BuyBoard #625-20	Annual Total
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>				
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (<10k Population)	1	\$3,100.00	\$3,007.00	\$3,007.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included*	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				\$3,007.00
<u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> MCCi Managed Support Services for Laserfiche <i>Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.</i>	1	\$3,060.00	\$3,060.00	\$3,060.00
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	N/A	\$450.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$540.00	\$540.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>				\$4,050.00
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$7,057.00

Service Description:	Qty.	Unit Cost	BuyBoard #625-20	Total
<u>MCCi SERVICE PACKAGES</u>				
<input checked="" type="checkbox"/> Laserfiche Repository Configuration	1	\$4,500.00	\$4,275.00	\$4,275.00
<input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration	1	\$8,100.00	\$7,695.00	\$7,695.00
<input checked="" type="checkbox"/> Public-Facing Laserfiche Web Products Installation and Configuration Package	1	\$2,250.00	\$2,137.50	\$2,137.50
<input checked="" type="checkbox"/> Laserfiche Repository Administrator Training - Basic (Remote)	1	\$1,250.00	\$1,187.50	\$1,187.50
<input checked="" type="checkbox"/> Laserfiche User Training - Basic (Remote)	1	\$1,250.00	\$1,187.50	\$1,187.50
<input checked="" type="checkbox"/> Implementation Management	1	\$4,725.00	\$4,488.75	\$4,488.75
Service Packages Subtotal				\$20,971.25

GRAND TOTAL - ONE-TIME SERVICES**\$20,971.25****TOTAL LASERFICHE PROJECT COST****\$28,028.25**

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> ▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi unattended access** to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LASERFICHE REPOSITORY CONFIGURATION

MCCi's Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client's organization to build their Laserfiche repository from and help establish consistent standards the Client's organizations can build on. MCCi's team will work with Client's Project Manager to discover the templates and structure that fits the Client needs.

CLIENT DELIVERABLES

- Define each user and group necessary to access Laserfiche
- Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two-level
- Conduct one (1) session (three (3) hours total) of remote "train the trainer" training on Basic Laserfiche and User functions.

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software
- Configuring workflows

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.

CLIENT DELIVERABLES

- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

ASSUMPTIONS

- Workflow is already installed and configured.

PUBLIC FACING LASERFICHE WEB PRODUCTS INSTALLATION AND CONFIGURATION PACKAGE

MCCi's public facing Laserfiche installation and configuration package is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.

CLIENT DELIVERABLES

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide servers in DMZ or Reverse Proxy
- Configure appropriate DNS entries
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of Laserfiche Web Client, Forms, Mobile, or WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy
- Configure Laserfiche software to use TLS Certificates supplied by Client
- Configure Laserfiche software to communicate with necessary internal servers
- Assuming Weblink is the instance chosen for installation and configuration:
 - Basic configuration using the WebLink Designer not to exceed three (3) hours
 - Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Provisioning Client servers in DMZs
- Customization of WebLink asp Microsoft .NET Framework file
- Configuration of Folder Filter Expression
- Configuration of ADFS/SAML Authentication

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCI's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management
- Core User Security
- Supplemental User Security*
- Monitoring User Activity
- Metadata Management
- Repository Architecture Overview
- Web and Windows Clients Differences
- General Repository Settings
- Audit Trail (if purchased)
- Weblink Designer (if purchased)*
- Technical Support Overview
- Recycle Bin Settings

*Available for full day training only

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full
Product Training	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
Great For	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCI DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

Description	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) [*]	■	■	■
Remote access support through web conferencing service [*]	■	■	■
Access to product update version and hotfixes (Client Download) ⁺	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms [*]			■

^{*} Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS MIGRATIONS/UPGRADES

Avoid MCCi's after-hours premium charge for server migrations and upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
 - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
 - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).

- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

This Master Services Agreement No. 22135 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. **Scope of Service**

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. **Fees**

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. **Invoicing and Payment**

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but

only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within

the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any,

set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCi SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCi, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCi'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCi WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCi IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCi TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCi. MCCi ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCi DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other

services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and

against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	City of Glen Rose
3717 Apalachee Parkway	201 Vernon Street
Suite 201	
Tallahassee, FL 32311	Glen Rose, TX 76043
Attn: Legal Department	Attn: Staci King
Email:	Email:
legal@mccinnovations.com	staci.king@glenrosetexas.org

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made

available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein,

"include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF GLEN ROSE ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

201 VERNON STREET
GLEN ROSE, TX 76043



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding an Ordinance amending the City of Glen Rose Code of Ordinances, Chapter 4.03.008 <i>City-Wide Semiannual Garage Sale</i>		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/13/2023
EXHIBITS:	Proposed Ordinance		
BUDGETARY IMPACT:	Required Expenditure:		
	Amount Budgeted:		
	Appropriation Required:		
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: It was brought to staff's attention that the spring city-wide garage sale had conflicted with Easter for the past two years. It is proposed that the spring sale be moved from the second weekend in April to the third weekend in April to prevent future conflicts.			
RECOMMENDED ACTION: Motion to approve the Ordinance as presented.			

ORDINANCE NO. 2023.03.20.____

AN ORDINANCE AMENDING THE CITY OF GLEN ROSE CODE OF ORDINANCES, CHAPTER 4.03.008 CITY-WIDE SEMIANNUAL GARAGE SALES; PROVIDING FOR REPEALING, SEVERABILITY AND PROPER NOTICE, MEETING AND QUORUM CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glen Rose, Texas (City) is a Type A general-law municipality located in Somervell County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City previously adopted Chapter 4.03.008 *City-Wide Semiannual Garage Sales* to allow residents to hold a garage sale twice per year with no permit required; and

WHEREAS, the City Council wishes to amend Chapter 4.03.008 *City-Wide Semiannual Garage Sales* to change the spring date to avoid conflicts with Easter weekend.

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

**SECTION 1
INCORPORATION OF RECITALS**

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
AMENDMENTS TO CHAPTER 4.03.008 CITY-WIDE SEMIANNUAL GARAGE SALES**

Chapter 4.03.008 is hereby amended to read as follows:

- (a) City-wide semiannual garage sale weekends are authorized on the **third** weekend in April and **the first weekend in** October of each year. Sales may encompass all or part of Friday, Saturday, and Sunday of these weekends.

**SECTION 3
SAVINGS/REPEALING CLAUSE**

Chapter 4 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 4
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 5
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
EFFECTIVE DATE

This Ordinance shall become effective May 1, 2023.

PASSED AND APPROVED this 20th day of March, 2023.

Julia Douglas, Mayor

ATTEST:

Staci L. King, City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Presentation by Dr. Trig Overbo, GRISD, regarding May 6, 2023 Bond Election		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/13/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: Dr. Overbo requested to make a presentation to council regarding GRISD's upcoming bond election.			
RECOMMENDED ACTION:			

REQUEST TO PLACE ITEM ON CITY COUNCIL AGENDA

The City of Glen Rose welcomes constructive input from interested citizens. Please complete this form if you wish to have an item placed on the agenda for a regular City Council meeting. The deadline for placing an item on the agenda is one week prior to regular meetings, which are held the second Tuesday of every month. In order for the City Council to fully understand your item, have a productive discussion, and ensure efficient council meetings, it is important that you describe the item with as much detail as possible and include any supporting documentation so that it may be included in the Council's meeting packets. You may use additional blank pages for the item description. If you have any questions, contact the City Secretary at 254-897-2272.

Name: Trig Overbo

Mailing Address: Glen Rose ISD

Phone Number: 898-4000 **Email:** overtr@grisd.net

Requested Meeting Date: March 7, 2023

Item Description:

Glen Rose ISD is going out for a May 6, 2023 Bond Election. We would like to come and present and then take any questions. Trig Overbo and Kayla O'Quinn will be presenting.

Sponsoring Councilperson (if applicable): _____

I understand that the City Council retains the right to set the items for discussion at its meetings and further understand that my request will not be automatically placed on an agenda or may even be denied. I also understand that I may be requested to present additional information on my item, asked to consult with the appropriate City department, or take other action before my request is considered. I agree to attend the meeting at which my item may appear and make a presentation and/or answer questions.

Dr. Trig Overbo

Digitally signed by Dr. Trig Overbo
Date: 2023.02.21 12:45:01 -06'00'

Signature

2/21/23

Date



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Approval or other action regarding February City Council Meeting Minutes		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/10/2023
EXHIBITS:	1. February 13, 2023 Regular City Council Meeting Minutes 2. February 27, 2023 Special City Council Meeting Minutes		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVA/L:			
SUMMARY:			
RECOMMENDED ACTION: Approve as presented.			

MINUTES OF THE CITY OF GLEN ROSE

REGULAR CITY COUNCIL MEETING

Monday, February 13, 2023 at 5:30 PM

The City Council of the City of Glen Rose met in a Regular Meeting on Monday, February 13, 2023, 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:

CALL TO ORDER

Mayor Douglas called the meeting to order at 5:30 p.m.

INVOCATION

Councilmember George Freas led the invocation.

PLEDGES OF ALLEGIANCE

Mayor Douglas led the Pledges of Allegiance to the United States and Texas flags.

ROLL CALL

Councilmembers Present

Julia Douglas, Mayor
Chip Joslin, Mayor Pro Tem
Kelly Harris, Council Member
George Freas, Council Member
Demetra Conrad, Council Member
TJ Walker, Council Member

Staff Present

Michael Leamons, City Administrator
Staci L. King, City Secretary
Buck Martin, Chief of Police
Jim Holder, Director of Public Works

CITIZEN/VISITOR COMMENTS

No one came forward to address the council.

EXECUTIVE SESSION

In accordance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with:

- Section 551.074 Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Administrator**

Mayor Douglas called the meeting in to Executive Session at 5:32 p.m. Mayor Douglas called the meeting back to regular session at 5:45 p.m.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

- Discussion, consideration, and possible action regarding item discussed in Executive Session: Personnel - City Administrator**
No action was taken.

PUBLIC HEARINGS

3. **Public hearing regarding a request to rezone the property located at 103 Paluxy Summit, being Lot 1, Block 1, Paluxy Summit Addition of the City of Glen Rose, Texas, and being described as Parcel No. 11463 by the Somervell County Appraisal District, from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District).**
No one spoke in favor of or opposition to the rezone.
4. **Public hearing regarding a request to rezone the property located at 105 Paluxy Summit, being Lot 2, Block 1, Paluxy Summit Addition of the City of Glen Rose, Texas, and being described as Parcel No. 11464 by the Somervell County Appraisal District, from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District).**
No one spoke in favor of or opposition to the rezone.
5. **Public hearing regarding a request to rezone the property located at 107 Paluxy Summit, being Lot 3, Block 1, Paluxy Summit Addition of the City of Glen Rose, Texas, and being described as Parcel No. 11465 by the Somervell County Appraisal District, from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District).**
No one spoke in favor of or opposition to the rezone.

INDIVIDUAL ITEMS FOR CONSIDERATION

6. **Discussion, consideration, and possible action regarding an Ordinance rezoning the property located at 103 Paluxy Summit, being Lot 1, Block 1, Paluxy Summit Addition of the City of Glen Rose, Texas, and being described as Parcel No. 11463 by the Somervell County Appraisal District, from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District).**

Michael Leamons, City Administrator, briefed the council on the rezone request. The Planning and Zoning Commission met on February 2, 2023 and recommended approval of the rezone.

MOTION By Chip Joslin, second by TJ Walker, to approve Ordinance No. 2023.02.13.A rezoning the property located at 103 Paluxy Summit from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District). MOTION CARRIED by unanimous vote.

7. **Discussion, consideration, and possible action regarding an Ordinance rezoning the property located at 105 Paluxy Summit, being Lot 2, Block 1, Paluxy Summit Addition of the City of Glen Rose, Texas, and being described as Parcel No. 11464 by the Somervell County Appraisal District, from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District).**

Michael Leamons, City Administrator, briefed the council on the rezone request. The Planning and Zoning Commission met on February 2, 2023 and recommended approval of the rezone.

MOTION By Kelly Harris, second by TJ Walker, to approve Ordinance No. 2023.02.13.B rezoning the property located at 105 Paluxy Summit from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District). MOTION CARRIED by unanimous vote.

8. **Discussion, consideration, and possible action regarding an Ordinance rezoning the property located at 107 Paluxy Summit, being Lot 3, Block 1, Paluxy Summit Addition of the City of Glen Rose, Texas, and being described as Parcel No. 11465 by the Somervell County Appraisal District, from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District).**

Michael Leamons, City Administrator, briefed the council on the rezone request. The Planning and Zoning Commission met on February 2, 2023 and recommended approval of the rezone.

MOTION By TJ Walker, second by George Freas, to approve Ordinance No. 2023.02.13.C rezoning the property located at 107 Paluxy Summit from R-2M (Single and Two-to-Four-Family Residential District and Multi-Building Residential District) to R-4 (Multifamily Residential District). MOTION CARRIED by unanimous vote.

9. Discussion, consideration, and possible action regarding a request for a variance from the City of Glen Rose Code of Ordinances, Article 4.02.002 *Alcoholic Beverages; Sale Near Church, School, or Hospital* for Oakdale Resort & Motor Court, LLC, located at 1019 NE Barnard Street.

Oakdale Resort requested a variance from the 300-foot requirement for the sale of alcohol near a school. Luci DiGiorgio, representing Oakdale Resort, had submitted a letter to Council explaining that, while the parcel lines were within 300 feet of Glen Rose Junior High, the main entrance to the park was over 2,000 feet from the school along the streets and outer edge of the property, which is enclosed by fencing.

MOTION by George Freas, second by Chip Joslin, to approve a variance request for Oakdale Resort & Motor Court, LLC for the property located at 1019 NE Barnard Street. MOTION CARRIED by unanimous vote.

10. Discussion, consideration, and possible action, if necessary, regarding the City of Glen Rose Communications Plan

Abra Nusser, Peloton Land Solutions, briefed Council on the progress of the City's Communication Plan project. No action was taken.

11. Discussion, consideration, and possible action, if necessary, regarding the City of Glen Rose Comprehensive Plan

Abra Nusser, Peloton Land Solutions, briefed Council on the progress of the City's Comprehensive Plan. Council had been provided with a draft version of the plan and were asked to submit their comments to City Secretary Staci King. No action was taken.

12. Discussion, consideration, and possible action regarding an Ordinance amending the City of Glen Rose Code of Ordinances, Chapter 14, Appendix A *Schedule of Uses*, specifically parking regulations

Pam Streeter, Chair, Planning and Zoning Commission, briefed the council on the work the Commission had done in the proposed changes to the parking requirements. The Planning and Zoning Commission met on February 2, 2023 to finalize the recommendations that had been presented to Council.

MOTION by Chip Joslin, second by Kelly Harris, to approve Ordinance No. 2023.02.13.D amending the City of Glen Rose Zoning Ordinance, Chapter 14 *Schedule of Uses*, as presented. MOTION CARRIED by unanimous vote.

13. Discussion, consideration, and possible action regarding the creation of a Development Director position and other matters related thereto

Discussion was held regarding the creation of a Development Director position and a proposed job description; it was suggested that the incoming City Administrator be allowed to provide input on the subject.

MOTION by George Freas, second by Kelly Harris, to table the item until after the hiring of a new City Administrator. MOTION CARRIED with Demetra Conrad casting a dissenting vote.

14. Discussion, consideration, and possible action regarding a Resolution amending the FY2022-2023**General Fund budget**

City Administrator Leamons presented council with budget amendments for FY 2022-2023. Discussion was held regarding an adjustment needed for cement stabilization needed in Valley View and how it would affect the current project in that area. Council felt that additional information was needed before designating funds to cement stabilization.

MOTION by Chip Joslin, second by George Freas, to approve Resolution No. 2023.02.13.A adopting the budget adjustments with the exception of the \$24,000 requested for cement stabilization in Valley View. MOTION CARRIED by unanimous vote.

15. Discussion, consideration, and possible action regarding a Resolution ordering the May 6, 2023 General Election

MOTION by Kelly Harris, second by George Freas, to approve Resolution No. R-2023.02.13.B ordering the May 6, 2023 General Election. MOTION CARRIED by unanimous vote.

CONSENT AGENDA**16. Approval or other action regarding City Council Minutes**

January 10, 2023 Regular City Council Meeting

January 17, 2023 Special City Council Meeting

January 19, 2023 Special City Council Meeting

January 30, 2023 Special City Council Meeting

17. Approval or other action regarding the accounts payable report for January 2023**18. Approval or other action regarding the financial report for the month of January 2023**

Councilmember TJ Walker requested Item No. 18 be removed from the Consent Agenda for further discussion.

19. Approval or other action regarding approval of Work Order No. 39, as part of the General Services Agreement with eHT, to provide services to renew the City of Glen Rose's Wastewater Treatment Plant Discharge Permit**20. Approval or other action regarding Glen Rose Historic Property Tax Exemptions for 2023**

MOTION by Chip Joslin, second by TJ Walker, to approve the Consent Agenda. MOTION CARRIED by unanimous vote.

Councilmember Walker asked about a discrepancy in the utility billing report regarding the amount billed versus the amount collected. Staci King, City Secretary, told Ms. Walker that she would need to do more research in order to answer her question.

MOTION by TJ Walker, second by Demetra Conrad, to approve the financial report for January 2023. MOTION CARRIED by unanimous vote.

STAFF REPORTS**21. Public Works Director Report****22. Police Chief Report****23. Building and Planning Department Report****24. Code Enforcement and Animal Control Report**

25. Convention and Visitors Bureau Director Report
26. City Administrator's Report
27. City Secretary's Report

MAYOR AND COUNCIL MEMBER REPORTS

There were no reports from the Mayor or Councilmembers.

Mayor Douglas recessed the meeting at 7:52 p.m. and was reconvened at 7:58 p.m.

EXECUTIVE SESSION

In accordance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with:

28. **Section 551.074 Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Building Official**

Mayor Douglas called the meeting in to Executive Session at 7:58 p.m. The meeting was called back to regular session at 8:09 p.m.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

29. **Discussion, consideration, and possible action regarding item discussed in Executive Session: Personnel - Building Official**

No action was taken.

ADJOURN

The meeting was adjourned at 8:09 p.m.

MINUTES OF THE CITY OF GLEN ROSE

SPECIAL CITY COUNCIL MEETING

Monday, February 27, 2023 at 5:30 PM

The City Council of the City of Glen Rose met in a Regular Meeting on Monday, February 27, 2023 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:

CALL TO ORDER

Mayor Julia Douglas called the meeting to order at 5:31 p.m.

INVOCATION

Councilmember-elect Rich Bruning gave the invocation.

PLEDGES OF ALLEGIANCE

Mayor Douglas led the Pledges of Allegiance to the United States and Texas flags.

ROLL CALL

Council Members Present

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

Staff Present

Staci L. King, City Secretary
Jim Holder, Public Works Director
Buck Martin, Chief of Police

CITIZEN/VISITOR COMMENTS

No one came forward to address the council

INDIVIDUAL ITEMS FOR CONSIDERATION

- Discussion, consideration, and possible action regarding a Resolution changing the date of the March 2023 Regular City Council meeting date**

A request was made by Councilwoman Conrad to change the date of the March Regular City Council Meeting due to conflicts with Spring Break. Council was presented with incompatible dates, discussion was held, and March 20 was chosen as the best option.

MOTION by Demetra Conrad, second by Kelly Harris, to approve Resolution No. R.2023.02.27.A changing the March meeting date from Tuesday, March 14, 2023, to Monday, March 20, 2023.
MOTION CARRIED by unanimous vote.

EXECUTIVE SESSION

In accordance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with:

- Section 551.071 Consultation with Attorney – to seek advice from its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with this chapter: *Receive Status Report Regarding Outside Legislative Counsel Efforts***

3. **Section 551.074 Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Administrator**

Mayor Douglas called the meeting into Executive Session at 5:37 p.m. The meeting was called back into regular session at

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

4. **Discussion, consideration, and possible action regarding Executive Session - Section 551.071 Consultation with Attorney – Receive Status Report Regarding Outside Legislative Counsel Efforts**
No action was taken.
5. **Discussion, consideration, and possible action regarding item discussed in Executive Session: Personnel – City Administrator**
No action was taken.

ADJOURN

The meeting was adjourned at 7:10 p.m.



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	03/20/2023		
AGENDA SUBJECT:	Consider approval or other action regarding an accounts payable report for payments made during February 2023 (R.Sosol)		
PREPARED BY:	Deputy City Secretary Sosol	DATE SUBMITTED:	03/13/2023
EXHIBITS:	Accounts payable report		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			
Move to approve or deny as presented			

City of Glen Rose
Council Report
Check Date: 2/1/2023 to 2/28/2023

3/3/2023 2:20 Item 20.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	2/3/2023	Wyoming Child Support Enforcement	10-2020	Child Support W/H	Case ID 244527 1/29/2023	\$136.15
	2/3/2023	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 1/29/2023	\$383.37
	2/3/2023	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 1/29/2023	\$1,639.28
	2/3/2023	Internal Revenue Service	10-2018	Fed Tax W/H	FEDERAL WITHHOLDING 1/29/2023	\$2,042.76
	2/3/2023	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 1/29/2023	\$383.37
	2/3/2023	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 1/29/2023	\$1,639.28
	2/2/2023	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employee 1/1/2023	\$2,215.69
	2/2/2023	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employer 1/1/2023	\$3,653.76
	2/2/2023	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employee 1/15/2023	\$1,813.68
	2/2/2023	Texas Municipal Retirement	10-2026	Tmrs W/H	TMRS-Employer 1/15/2023	\$3,676.58
	2/17/2023	Wyoming Child Support Enforcement	10-2020	Child Support W/H	Case ID 244527 2/12/2023	\$136.15
	2/17/2023	Gayle Biemeret	10-4200	Permits	Permit Refund for 304 Summit Ridge Drive	\$185.00
	2/17/2023	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 2/17/2023	\$27.42
	2/17/2023	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 2/17/2023	\$117.25
	2/17/2023	Internal Revenue Service	10-2018	Fed Tax W/H	FEDERAL WITHHOLDING 2/17/2023	\$219.33

City of Glen Rose
Council Report
Check Date: 2/1/2023 to 2/28/2023

3/3/2023 2:20

Item 20.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	2/17/2023	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 2/17/2023	\$27.42
	2/17/2023	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 2/17/2023	\$117.25
	2/17/2023	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 2/12/2023	\$364.48
	2/17/2023	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 2/12/2023	\$1,558.42
	2/17/2023	Internal Revenue Service	10-2018	Fed Tax W/H	FEDERAL WITHHOLDING 2/12/2023	\$1,898.28
	2/17/2023	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 2/12/2023	\$364.48
	2/17/2023	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 2/12/2023	\$1,558.42
	2/21/2023	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employee 2/17/2023	\$760.54
	2/21/2023	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employee 2/17/2023	\$3,251.97
	2/21/2023	Internal Revenue Service	10-2018	Fed Tax W/H	FEDERAL WITHHOLDING 2/17/2023	\$10,725.75
	2/21/2023	Internal Revenue Service	10-2015	Medicare Tax W/H	Medicare W/H-Employer 2/17/2023	\$760.54
	2/21/2023	Internal Revenue Service	10-2012	Fica Tax W/H	Fica W/H-Employer 2/17/2023	\$3,251.97
	2/22/2023	Blue Cross Blue Shield	10-2024	Health Ins W/H	HEALTH INSURANCE 1/29/2023	\$69.84
	2/22/2023	Blue Cross Blue Shield	10-2024	Health Ins W/H	Health Ins-Employer 1/29/2023	\$2,869.84
	2/22/2023	Blue Cross Blue Shield	10-2024	Health Ins W/H	HEALTH INSURANCE 2/12/2023	\$69.84
	2/22/2023	Blue Cross Blue Shield	10-2024	Health Ins W/H	Health Ins-Employer 2/12/2023	\$3,293.12

City of Glen Rose
Council Report
Check Date: 2/1/2023 to 2/28/2023

3/3/2023 2:20

Item 20.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 1/29/2023	\$86.58
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 1/29/2023	\$7.08
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Short Term Disability 1/29/2023	\$120.12
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Specified Health 1/29/2023	\$40.56
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Death Rider After Tax 1/29/2023	\$5.10
	2/22/2023	Aflac	10-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 1/29/2023	\$37.26
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 2/12/2023	\$86.58
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 2/12/2023	\$7.08
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Short Term Disability 2/12/2023	\$120.12
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Specified Health 2/12/2023	\$40.56
	2/22/2023	Aflac	10-2025	Accident Ins W/H	AFLAC Accident Death Rider After Tax 2/12/2023	\$5.10
	2/22/2023	Aflac	10-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 2/12/2023	\$37.26
	2/22/2023	Colonial Insurance	10-2033	Critical Illness Ins W/H	CRITICAL ILL INS AFTER TAX 1/29/2023	\$22.22
	2/22/2023	Colonial Insurance	10-2033	Critical Illness Ins W/H	CRITICAL ILL INS AFTER TAX 2/12/2023	\$22.22
	2/22/2023	Mutual Of Omaha	10-2021	Life Ins W/H	LIFE INS 1/29/2023	\$35.50

City of Glen Rose
Council Report
Check Date: 2/1/2023 to 2/28/2023

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Item 20.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non-Departmental						
	2/22/2023	Mutual Of Omaha	10-2021	Life Ins W/H	LIFE 1/29/2023	\$41.28
	2/22/2023	Mutual Of Omaha	10-2023	Vision Ins W/H	VSNIN 1/29/2023	\$52.63
	2/22/2023	Mutual Of Omaha	10-2029	Dental Ins W/H	Dental Ins 1/29/2023	\$179.63
	2/22/2023	Mutual Of Omaha	10-2021	Life Ins W/H	LIFE INS 2/12/2023	\$42.37
	2/22/2023	Mutual Of Omaha	10-2024	Health Ins W/H	LTD 2/12/2023	\$89.93
	2/22/2023	Mutual Of Omaha	10-2021	Life Ins W/H	LIFE 2/12/2023	\$41.28
	2/22/2023	Mutual Of Omaha	10-2023	Vision Ins W/H	VSNIN 2/12/2023	\$31.24
	2/22/2023	Mutual Of Omaha	10-2029	Dental Ins W/H	Dental Ins 2/12/2023	\$179.20
	2/22/2023	HSA Bank	10-2024	Health Ins W/H	HSA Employee 2 1/29/2023	\$291.98
	2/22/2023	HSA Bank	10-2024	Health Ins W/H	HSA City 1/29/2023	\$1,323.66
	2/22/2023	HSA Bank	10-2024	Health Ins W/H	HSA Employee 2 2/12/2023	\$291.97
	2/22/2023	HSA Bank	10-2024	Health Ins W/H	HSA City 2/12/2023	\$1,323.63
	2/22/2023	HSA Bank	10-2024	Health Ins W/H	HSA Employee 2 2/17/2023	\$373.97
Total						\$54,147.34
Streets & Parks						
	2/3/2023	City of Glen Rose	10-40-5404	Water	Water usage from 12/21/22 to 01/20/23	\$53.90
	2/3/2023	Enprotec/Hibbs/Todd	10-40-5700	Capital Expenditures	Valley View St. paving improvements construction admin. and materials testing	\$1,335.00

City of Glen Rose
Council Report
Check Date: 2/1/2023 to 2/28/2023

3/3/2023 2:20

Item 20.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Streets & Parks						
	2/3/2023	New Benefits, Ltd.	10-40-5005	Health Insurance	Membership fee Teladoc (Insurance) PW	\$19.00
	2/10/2023	Higginbotham Bros. & Co., LLC	10-40-5100	Supplies	Cable ties for string lights - Downtown	\$19.71
	2/10/2023	Higginbotham Bros. & Co., LLC	10-40-5100	Supplies	Supplies for string lights - Downtown	\$22.00
	2/10/2023	Higginbotham Bros. & Co., LLC	10-40-5100	Supplies	Supplies for string lights - Downtown	\$5.91
	2/10/2023	Spikes Auto Parts	10-40-5602	Repair & Maint - Equip	Mirror Head for Dumptruck	\$34.49
	2/10/2023	TXU Energy	10-40-5421	Street Lighting	TXU Energy Consumption	\$2,525.40
	2/10/2023	JRC Creations	10-40-5801	Miscellaneous Exp	New Decals for City Fleet Vehicles	\$400.00
	2/10/2023	AT&T Mobility	10-40-5401	Telephone	Maintenance Barn (On call) cell phone	\$45.42
	2/10/2023	O'Reilly Automotive, Inc.	10-40-5608	Gas/Oil/Lube	Motor Oil, Gasket for 2007 Chevy Invoice #5942-238653	\$49.68
	2/14/2023	Fuelman	10-40-5608	Gas/Oil/Lube	Gas consumption 01/16/23 to 01/29/23 PW-Streets	\$81.69
	2/17/2023	Citibank	10-40-5600	Vehicle Repair	Registration for new truck	\$18.75
	2/17/2023	Glen Rose Auto Parts	10-40-5120	Tools	Heavy duty tie down straps	\$19.90
	2/17/2023	United Cooperative Services	10-40-5421	Street Lighting	Cactus Creek Subdivision	\$118.39
	2/17/2023	Atmos Energy	10-40-5405	Gas	Gas consumption PW-401 Farr Plaza	\$142.82
	2/22/2023	Sunbelt Rentals	10-40-5804	Service Fees	Rental fee- concrete planer	\$560.72
	2/28/2023	AT&T (Scada)	10-40-5401	Telephone	Phone service for SCADA system PW	\$17.88

City of Glen Rose
Council Report
Check Date: 2/1/2023 to 2/28/2023

3/3/2023 2:20 Item 20.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Streets & Parks						
	2/28/2023	Charter Business	10-40-5401	Telephone	Internet 401 Farr PLaza	\$42.87
	2/28/2023	Glen Rose Pest Control	10-40-5804	Service Fees	Pest control services for 401 Farr Plaza	\$120.00
	2/28/2023	Riverbend Landscaping	10-40-5804	Service Fees	Mowing/trimming multiple city properties	\$625.00
	2/24/2023	Talbran Enterprises LLC	10-40-5700	Capital Expenditures	Valley View paving project App. No. 6	\$37,496.29
Total						\$43,754.82
Non Departmental						
	2/3/2023	City of Glen Rose	10-65-5404	Water	Water usage from 12/21/22 to 01/20/23	\$196.25
	2/3/2023	Enprotec/Hibbs/Todd	10-65-5202	Engineering	Preliminary submittal review (1.32 acre tract near 7-11)	\$120.00
	2/3/2023	Enprotec/Hibbs/Todd	10-65-5202	Engineering	Review and prepare Stoneview sub division bond amount - opcc	\$180.00
	2/3/2023	Kinect Communications, LLC	10-65-5401	Telephone	Recurring charges portal desktop	\$422.85
	2/3/2023	RD Construction	10-65-5740	City Hall Renovation 3300Sqft	CH rennovation	\$8,600.00
	2/3/2023	Somervell County Fire Department	10-65-5832	Fire Department Contribution	Annual contribution	\$2,500.00
	2/3/2023	Staples Credit Plan	10-65-5109	Office Supplies	sticky notes/pens/post it holder CH and CE offices	\$59.65
	2/10/2023	TXU Energy	10-65-5403	Electric	TXU Energy Consumption	\$230.06
	2/17/2023	BizProtect	10-65-5228	Website/Email Management	Email/online monthly renewal for 25 users	\$297.00

City of Glen Rose
Council Report
Check Date: 2/1/2023 to 2/28/2023

3/3/2023 2:20

Item 20.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Non Departmental						
	2/17/2023	BizProtect	10-65-5224	It Support	Office 20221 Home & Business (Staci K)	\$249.99
	2/17/2023	BizProtect	10-65-5224	It Support	PDF Software repair (Rosario S)	\$52.50
	2/17/2023	BizProtect	10-65-5224	It Support	User access reset, email configuration and setup for Councilman Joslin	\$105.00
	2/17/2023	BizProtect	10-65-5224	It Support	User backup setup (Emily H)	\$52.50
	2/17/2023	BizProtect	10-65-5224	It Support	Create a new profile scan (Rosario S)	\$52.50
	2/17/2023	BizProtect	10-65-5224	It Support	Office software (Staci K)/email forwarding (Emily H)	\$105.00
	2/17/2023	Cave Consulting Partners, Llp	10-65-5228	Website/Email Management	Website Hosting	\$200.00
	2/17/2023	Cave Consulting Partners, Llp	10-65-5228	Website/Email Management	Google Workspace Plus	\$54.00
	2/17/2023	Charter Business	10-65-5401	Telephone	Internet backup service for CH	\$62.82
	2/17/2023	Charter Business	10-65-5402	Internet	Internet backup service for CH	\$62.82
	2/17/2023	Citibank	10-65-5106	Postage	Postage to send training book back	\$4.83
	2/17/2023	Citibank	10-65-5107	Janitorial Supplies	Toilet brushes/soap dispenser CH	\$59.45
	2/17/2023	Citibank	10-65-5109	Office Supplies	Office supplies CH office/CE Office	\$98.90
	2/17/2023	Citibank	10-65-5740	City Hall Renovation 3300Sqft	Blinds for CH offices	\$143.60
	2/17/2023	Somervell County Committee on Aging	10-65-5841	Citizens Center	Yearly contribution FY 22-23	\$4,500.00

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10 - GENERAL FUND						
Non Departmental						
	2/17/2023	Xerox Corporation	10-65-5217	Postage, Copier Lease	Copier rental including color copies	\$304.97
	2/17/2023	Atmos Energy	10-65-5405	Gas	Gas consumption CH	\$260.14
	2/22/2023	3cGeo	10-65-5202	Engineering	Monthly hosting maintenance fee for GIS	\$400.00
	2/28/2023	Windstream	10-65-5401	Telephone	Internet services at CH	\$257.98
	2/28/2023	Windstream	10-65-5402	Internet	Internet services at CH	\$257.98
	2/28/2023	Windstream	10-65-5401	Telephone	Internet services at Maintenance Barn	\$61.54
	2/28/2023	Brenda Lozano De Reza	10-65-5225	Janitorial Services	Janitorial services for the month of February	\$650.00
	2/28/2023	Staples Credit Plan	10-65-5109	Office Supplies	Air Dusters/Correction tape	\$28.58
	2/28/2023	Staples Credit Plan	10-65-5109	Office Supplies	Packing tape	\$17.79
Total						\$20,648.70
Law Enforcement						
	2/3/2023	City of Glen Rose	10-90-5404	Water	Water usage from 12/21/22 to 01/20/23	\$48.07
	2/3/2023	New Benefits, Ltd.	10-90-5005	Health Insurance	Membership fee Teladoc (Insurance) PD	\$19.00
	2/10/2023	TXU Energy	10-90-5403	Electric	TXU Energy Consumption	\$185.55
	2/10/2023	AT&T Mobility	10-90-5401	Telephone	Police department cellphones/unit routers	\$180.17
	2/14/2023	Fuelman	10-90-5608	Gas/Oil/Lube	Gas consumption 01/16/23 to 01/29/23 PD	\$163.79

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10 - GENERAL FUND						
Law Enforcement						
	2/17/2023	Citibank	10-90-5602	Repair & Maint - Equip	Yearly verification for radars patrol units	\$240.00
	2/17/2023	Citibank	10-90-5100	Supplies	Batteries for Traffic baton	\$6.22
	2/17/2023	Citibank	10-90-5106	Postage	Postage to mail drugs to DPS lab	\$35.10
	2/28/2023	Brenda Lozano De Reza	10-90-5225	Janitorial Services	Janitorial services for the month of February	\$250.00
	2/28/2023	Thin Blue Line Outfitters	10-90-5603	Equipment	2-Steck Big Easy InGloIn lockout tools kit	\$249.17
	2/28/2023	Fuelman	10-90-5608	Gas/Oil/Lube	Gasoline usage PD	\$72.35
Total						\$1,449.42
Code Enforcement						
	2/3/2023	New Benefits, Ltd.	10-50-5005	Health Insurance	Membership fee Teladoc (Insurance) CE	\$19.00
	2/10/2023	AAA Quality Services	10-50-5203	Contract Labor	Inspections for 12/01/2022 - 01/30/2023	\$4,275.00
	2/10/2023	AT&T Mobility	10-50-5401	Telephone	Code Enforcement Cell phone	\$43.21
	2/17/2023	AAA Quality Services	10-50-5203	Contract Labor	Tres Rios pump stations inspections	\$375.00
Total						\$4,712.21
Administration						
	2/3/2023	New Benefits, Ltd.	10-60-5005	Health Insurance	Membership fee Teladoc (Insurance) ADMIN	\$28.50

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10 - GENERAL FUND						
Administration						
	2/3/2023	Texas Social Security Program	10-60-5804	Service Fees	Annual admin fee	\$35.00
	2/10/2023	TXU Energy	10-60-5800	Dues	TXU Energy Consumption	\$2.78
	2/10/2023	TXU Energy	10-60-5406	CVB/Oakdale Electric	TXU Energy Consumption	\$6,164.45
	2/10/2023	Yellow Rose Chapter - TMCA	10-60-5800	Dues	TMCA Yellow Rose Chapter Dues - Staci King	\$50.00
	2/10/2023	AT&T Mobility	10-60-5401	Telephone	City Secretary/Front desk cell phones	\$86.42
	2/10/2023	AT&T Mobility	10-60-5401	Telephone	City Administrator cell phone	\$43.21
	2/17/2023	Citibank	10-60-5401	Telephone	Data for Public Works Director phone	\$0.99
	2/17/2023	Citibank	10-60-5109	Office Supplies	Standing desk Finance Office	\$338.37
	2/17/2023	Citibank	10-60-5803	Software	ADOBE AcroPro City Secretary computer	\$19.99
	2/17/2023	Citibank	10-60-5218	Legal Updates	Filing documents at County	\$90.71
	2/17/2023	Citibank	10-60-5804	Service Fees	Credit card service fee	\$30.00
	2/17/2023	Citibank	10-60-5801	Miscellaneous Exp	Notary supplies for EH	\$43.95
	2/17/2023	Citibank	10-60-5803	Software	Storage Overuse software charge	\$652.88
	2/17/2023	Citibank	10-60-5801	Miscellaneous Exp	Water for meetings	\$36.19
	2/17/2023	Citibank	10-60-5501	Travel	Travel expenses CS for election seminar	\$598.36
	2/17/2023	Citibank	10-60-5800	Dues	Society for Human Resources membership CS	\$413.00

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Administration						
	2/17/2023	Glen Rose Pest Control	10-60-5604	Repair & Maint - Struct	Pest Control Services at CH	\$140.00
	2/17/2023	Glen Rose Insurance Agency	10-60-5800	Dues	EH Notary Bond	\$71.00
	2/28/2023	Staples Credit Plan	10-60-5109	Office Supplies	Notebooks/Post it CS Office	\$42.39
	2/28/2023	Staples Credit Plan	10-60-5109	Office Supplies	"ENTERED" Stamp AP Office	\$13.69
	2/28/2023	Staples Credit Plan	10-60-5109	Office Supplies	Heavy Duty Staple Remover/Filing boxes	\$79.36
	2/28/2023	Staples Credit Plan	10-60-5109	Office Supplies	1099 forms	\$35.71
Total						\$9,016.95
Municipal Court						
	2/3/2023	New Benefits, Ltd.	10-80-5005	Health Insurance	Membership fee Teladoc (Insurance) Court	\$9.50
	2/17/2023	Citibank	10-80-5500	Training	Training Registration for Court Clerk and Judge	\$400.00
	2/28/2023	Mickey Garrett	10-80-5203	Contract Labor	Judge's services for the month of February	\$500.00
Total						\$909.50
Animal Control						
	2/3/2023	Staples Credit Plan	10-55-5109	Office Supplies	Office supplies/ink AC	\$343.96
	2/10/2023	TXU Energy	10-55-5403	Electric	TXU Energy Consumption	\$483.82
	2/10/2023	AT&T Mobility	10-55-5401	Telephone	Animal Control Cell Phone (x2)	\$86.42

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
10 - GENERAL FUND						
Animal Control						
	2/10/2023	O'Reilly Automotive, Inc.	10-55-5608	Gas/Oil/Lube	Wiper Fluid Invoice #5942-239734	\$7.98
	2/14/2023	Fuelman	10-55-5608	Gas/Oil/Lube	Gas consumption 01/16/23 to 01/29/23 AC	\$79.61
	2/17/2023	Citibank	10-55-5165	Euth. & Medication	Needles/Syringes AC	\$214.71
	2/17/2023	Citibank	10-55-5500	Training	Class Registration for Christy Wilson	\$450.00
	2/17/2023	Citibank	10-55-5100	Supplies	Box Fan for AC facilities	\$23.00
	2/17/2023	Dinosaur Valley Pest Service	10-55-5203	Contract Labor	Pest Control services AC facilities	\$65.00
	2/22/2023	Nextlink Broadband	10-55-5402	Internet	Internet services at AC facilities	\$110.83
	2/28/2023	Fuelman	10-55-5608	Gas/Oil/Lube	Gasoline usage AC	\$77.83
Total						\$1,943.16
Legislative						
	2/10/2023	Boyle & Lowry, L.L.P.	10-05-5201	Attorney	Statement for period ending on Jan. 25, 2023	\$4,750.00
	2/10/2023	AT&T Mobility	10-05-5145	Exp Mayor & Council	Mayor Cell phone	\$43.21
	2/17/2023	Bickerstaff Heath Delgado Acosta, LLP	10-05-5201	Attorney	Legislative Services Rendered in Dec/2022	\$5,000.00
	2/17/2023	Bickerstaff Heath Delgado Acosta, LLP	10-05-5201	Attorney	Draft memo to M. Leamons regarding analysis of SCWD contract	\$621.00
	2/20/2023	Julia Douglas	10-05-5502	Mayor & Council Travel	Per Diem/mileage for Meeting with Senator Birdwell	\$268.60

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10 - GENERAL FUND						
Legislative						
	2/20/2023	George Freas	10-05-5502	Mayor & Council Travel	Per Diem/mileage for Meeting with Senator Birdwell	\$268.60
	2/20/2023	James Holder	10-05-5502	Mayor & Council Travel	Per Diem for Meeting with Senator Birdwell	\$30.00
Total						\$10,981.41
Preservation Board						
	2/17/2023	Citibank	10-96-5500	Training	Refund from Karen Broswell conference Training	(\$375.00)
Total						(\$375.00)

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
WWTP						
	2/3/2023	Bio Chem Lab, Inc.	20-21-5238	Lab Fees	Effluent samples WWTP	\$1,189.00
	2/3/2023	DPC Industries, Inc	20-21-5115	Chemical Supplies	Chlorine WWTP	\$977.14
	2/3/2023	DPC Industries, Inc	20-21-5115	Chemical Supplies	Chlorine WWTP	\$977.16
	2/3/2023	New Benefits, Ltd.	20-21-5005	Health Insurance	Membership fee Teladoc (Insurance) WWTP	\$19.00
	2/3/2023	Spikes Auto Parts	20-21-5600	Vehicle Repair	Tire repair WWTP truck	\$10.00
	2/10/2023	Charter Business	20-21-5401	Telephone	Internet Services for 1502 Texas Drive WWTP	\$120.61
	2/10/2023	AT&T Mobility	20-21-5401	Telephone	WWTP cell phones (x2)	\$86.42
	2/17/2023	Republic Services # 794	20-21-5259	Sludge Removal	WWTP Special Waste Haul	\$785.86
	2/17/2023	United Cooperative Services	20-21-5400	Utilities	WWTP Electric usage	\$7,332.70
	2/22/2023	DPC Industries, Inc	20-21-5115	Chemical Supplies	Chlorine gas for WWTP	\$977.16
	2/22/2023	Enprotec/Hibbs/Todd	20-21-5702	Wwtp Expansion Grant	Engineer services WWTP expansion TWDB-EDAO grant	\$3,950.00
	2/28/2023	Windstream	20-21-5401	Telephone	Internet services at Maintenance Barn	\$53.36
	2/28/2023	Fuelman	20-21-5608	Gas/Oil/Lube	Gasoline usage WWTP-PW Director	\$67.28
	2/28/2023	Fuelman	20-21-5608	Gas/Oil/Lube	Gasoline usage WWTP	\$68.08
Total						\$16,613.77

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20 - UTILITY FUND						
Water						
	2/3/2023	Bio Chem Lab, Inc.	20-10-5238	Lab Fees	January-23 bacteriology analysis for water system	\$49.00
	2/3/2023	Enprotec/Hibbs/Todd	20-10-5700	Capital Improvements	Spanish Oak Trail and Hilltop Dr. water line improvement bidding phase	\$1,000.00
	2/3/2023	New Benefits, Ltd.	20-10-5005	Health Insurance	Membership fee Teladoc (Insurance) Water	\$28.50
	2/3/2023	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 3 Water consumption 12/20/22-01/23/23	\$19.25
	2/3/2023	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 4 Water consumption 12/20/22-01/23/23	\$299.25
	2/3/2023	Somervell County Water District	20-10-5299	Purchased Water	Delivery point 6 Water consumption 12/20/22-01/23/23	\$7.00
	2/10/2023	Badger Meter	20-10-5804	Service Fees	January 2023 Beacon Mobile Hosting Service Unit (1335)	\$80.10
	2/10/2023	Higginbotham Bros. & Co., LLC	20-10-5604	Repair & Maint - Struct	20amp Duplex Receptacle - Well 4	\$3.75
	2/10/2023	Smith Supply, Inc.	20-10-5604	Repair & Maint - Struct	Photo Cell for Security Light - Maintenance Facility	\$21.55
	2/10/2023	Smith Supply, Inc.	20-10-5601	System Repair	Teflon Packing String for Leak Repair Near Expo on Texas Drive	\$1.58
	2/10/2023	Smith Supply, Inc.	20-10-5601	System Repair	Water Service Repair Parts	\$4.53
	2/10/2023	TXU Energy	20-10-5400	Utilities (Elec)	TXU Energy Consumption	\$3,468.10
	2/10/2023	AT&T Mobility	20-10-5401	Telephone/Internet	PW Director cell phone	\$43.21
	2/14/2023	Fuelman	20-10-5608	Gas/Oil/Lube	Gas consumption 01/16/23 to 01/29/23 PW-Water	\$402.64
	2/17/2023	Citibank	20-10-5602	Repair & Maint - Equip	Registration for 2012 CHevy PW/CC fee	\$17.00

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20 - UTILITY FUND						
Water						
	2/17/2023	Lowe's	20-10-5604	Repair & Maint - Struct	Replacement A/C with heat unit for pump room @ well # 4	\$515.23
	2/17/2023	Atmos Energy	20-10-5405	Gas	Gas consumption PW-401 Farr Plaza	\$142.82
	2/22/2023	DPC Industries, Inc	20-10-5846	Demurrage	Monthly fee chlorine cylinder	\$92.00
	2/22/2023	LCRA	20-10-5238	Lab Fees	Water system quarterly samples from wells	\$807.90
	2/22/2023	USA Bluebook	20-10-5601	System Repair	Fire hydrant extension	\$579.28
	2/22/2023	Wallace Controls & Electric, Inc	20-10-5605	Repair & Maint - Tank	Electrician services-wells VFD permanet controls	\$519.00
	2/22/2023	Wallace Controls & Electric, Inc	20-10-5601	System Repair	Electrician services-well 6 tripping on overload	\$439.00
	2/28/2023	AT&T (Scada)	20-10-5401	Telephone/Internet	Phone service for SCADA system PW	\$17.89
	2/28/2023	Charter Business	20-10-5401	Telephone/Internet	Internet 401 Farr PLaza	\$42.87
	2/28/2023	Fuelman	20-10-5608	Gas/Oil/Lube	Gasoline usage PW-Water	\$74.69
Total						\$8,676.14
Sewer						
	2/3/2023	New Benefits, Ltd.	20-20-5005	Health Insurance	Membership fee Teladoc (Insurance) Sewer	\$19.00
	2/10/2023	TXU Energy	20-20-5400	Utilities (Elec)	TXU Energy Consumption	\$1,850.43
	2/14/2023	Fuelman	20-20-5608	Gas/Oil/Lube	Gas consumption 01/16/23 to 01/29/23 PW-Sewer	\$84.69

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20 - UTILITY FUND						
Sewer						
	2/17/2023	Citibank	20-20-5500	Training	Training classes for Ted Williams/Operator license Matt Taylor/Membership for TWUA for Ted Williams	\$998.75
	2/17/2023	Atmos Energy	20-20-5405	Gas	Gas consumption PW-401 Farr Plaza	\$142.83
	2/28/2023	AT&T (Scada)	20-20-5401	Telephone	Phone service for SCADA system PW	\$17.89
	2/28/2023	Charter Business	20-20-5401	Telephone	Internet 401 Farr PLaza	\$42.86
	2/28/2023	Windstream	20-20-5401	Telephone	Internet services at Maintenance Barn	\$26.67
	2/28/2023	Fuelman	20-20-5608	Gas/Oil/Lube	Gasoline usage PW-Sewer	\$81.86
Total						\$3,264.98
Non-Departmental						
	2/3/2023	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employee 1/29/2023	\$174.68
	2/3/2023	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employee 1/29/2023	\$746.89
	2/3/2023	Internal Revenue Service	20-2018	Fed Tax W/H	FEDERAL WITHHOLDING 1/29/2023	\$888.36
	2/3/2023	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employer 1/29/2023	\$174.68
	2/3/2023	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employer 1/29/2023	\$746.89
	2/2/2023	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employee 1/1/2023	\$1,176.45

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20 - UTILITY FUND						
Non-Departmental						
	2/2/2023	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employer 1/1/2023	\$1,956.86
	2/2/2023	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employee 1/15/2023	\$882.13
	2/2/2023	Texas Municipal Retirement	20-2026	Tmrs W/H	TMRS-Employer 1/15/2023	\$1,788.24
	2/17/2023	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employee 2/17/2023	\$25.67
	2/17/2023	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employee 2/17/2023	\$6.00
	2/17/2023	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employer 2/17/2023	\$25.67
	2/17/2023	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employer 2/17/2023	\$6.00
	2/17/2023	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employee 2/12/2023	\$178.90
	2/17/2023	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employee 2/12/2023	\$764.97
	2/17/2023	Internal Revenue Service	20-2018	Fed Tax W/H	FEDERAL WITHHOLDING 2/12/2023	\$946.10
	2/17/2023	Internal Revenue Service	20-2015	Medicare Tax W/H	Medicare W/H-Employer 2/12/2023	\$178.90
	2/17/2023	Internal Revenue Service	20-2012	Fica Tax W/H	Fica W/H-Employer 2/12/2023	\$764.97
	2/22/2023	Blue Cross Blue Shield	20-2024	Health Ins W/H	HEALTH INSURANCE 1/29/2023	\$46.56
	2/22/2023	Blue Cross Blue Shield	20-2024	Health Ins W/H	Health Ins-Employer 1/29/2023	\$1,881.48
	2/22/2023	Blue Cross Blue Shield	20-2024	Health Ins W/H	HEALTH INSURANCE 2/12/2023	\$46.56
	2/22/2023	Blue Cross Blue Shield	20-2024	Health Ins W/H	Health Ins-Employer 2/12/2023	\$1,881.48

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non-Departmental						
	2/22/2023	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 1/29/2023	\$54.06
	2/22/2023	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 1/29/2023	\$7.86
	2/22/2023	Aflac	20-2025	Accident Ins W/H	AFLAC Short Term Disability 1/29/2023	\$23.76
	2/22/2023	Aflac	20-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 1/29/2023	\$33.93
	2/22/2023	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance Pre-Tax 2/12/2023	\$54.06
	2/22/2023	Aflac	20-2025	Accident Ins W/H	AFLAC Accident Insurance After Tax 2/12/2023	\$7.86
	2/22/2023	Aflac	20-2025	Accident Ins W/H	AFLAC Short Term Disability 2/12/2023	\$23.76
	2/22/2023	Aflac	20-2027	Cancer Ins W/H	AFLAC Cancer Insurance Pre-Tax 2/12/2023	\$33.93
	2/22/2023	Colonial Insurance	20-2025	Accident Ins W/H	COLONIAL ACCIDENT 1/29/2023	\$18.68
	2/22/2023	Colonial Insurance	20-2025	Accident Ins W/H	COLONIAL ACCIDENT 2/12/2023	\$18.68
	2/22/2023	Mutual Of Omaha	20-2021	Life Ins W/H	LIFE INS 1/29/2023	\$36.87
	2/22/2023	Mutual Of Omaha	20-2024	Health Ins W/H	LTD 1/29/2023	\$52.44
	2/22/2023	Mutual Of Omaha	20-2021	Life Ins W/H	LIFE 1/29/2023	\$24.08
	2/22/2023	Mutual Of Omaha	20-2023	Vision Ins W/H	VSNIN 1/29/2023	\$44.01
	2/22/2023	Mutual Of Omaha	20-2029	Dental Ins W/H	Dental Ins 1/29/2023	\$119.47
	2/22/2023	Mutual Of Omaha	20-2021	Life Ins W/H	LIFE INS 2/12/2023	\$36.86

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Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non-Departmental						
	2/22/2023	Mutual Of Omaha	20-2024	Health Ins W/H	LTD 2/12/2023	\$52.41
	2/22/2023	Mutual Of Omaha	20-2021	Life Ins W/H	LIFE 2/12/2023	\$24.08
	2/22/2023	Mutual Of Omaha	20-2023	Vision Ins W/H	VSNIN 2/12/2023	\$43.99
	2/22/2023	Mutual Of Omaha	20-2029	Dental Ins W/H	Dental Ins 2/12/2023	\$119.45
	2/22/2023	HSA Bank	20-2024	Health Ins W/H	HSA Employee 2 1/29/2023	\$32.50
	2/22/2023	HSA Bank	20-2024	Health Ins W/H	HSA City 1/29/2023	\$827.40
	2/22/2023	HSA Bank	20-2024	Health Ins W/H	HSA Employee 2 2/12/2023	\$32.50
	2/22/2023	HSA Bank	20-2024	Health Ins W/H	HSA City 2/12/2023	\$827.38
	2/28/2023	Pate Jones Paving	20-2003	Meter Refunds Payable	Refunds	\$1,400.00
	2/28/2023	Gartrell Builders	20-2003	Meter Refunds Payable	Refunds	\$128.60
	2/28/2023	Angela Bonilla	20-2003	Meter Refunds Payable	Refunds	\$19.38
	2/28/2023	Deborah Collins	20-2003	Meter Refunds Payable	Refunds	\$38.90
	2/28/2023	Linda-Jo Mccaffrey	20-2003	Meter Refunds Payable	Refunds	\$89.05
	2/28/2023	Juan De La Cruz	20-2003	Meter Refunds Payable	Refunds	\$50.00
	2/28/2023	Hunter Blanks	20-2003	Meter Refunds Payable	Refunds	\$94.45
	2/28/2023	R & J Hampton Co LLC	20-2003	Meter Refunds Payable	Refunds	\$80.20
	2/28/2023	Matthew Slemmons	20-2003	Meter Refunds Payable	Refunds	\$28.76
	2/28/2023	WC Cattle and Land	20-2003	Meter Refunds Payable	Refunds	\$78.58

City of Glen Rose
Council Report
Check Date: 2/1/2023 to 2/28/2023

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Item 20.

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
20 - UTILITY FUND						
Non-Departmental						
Total						\$19,846.38
Non Departmental						
	2/10/2023	USIO Output Solutions	20-65-5110	Utility Billing Cards	#224394 Regular Bills	\$137.61
	2/10/2023	USIO Output Solutions	20-65-5110	Utility Billing Cards	#243747 Late Notices	\$50.00
	2/10/2023	USIO Output Solutions	20-65-5110	Utility Billing Cards	Postage for Water Bills job # 244394	\$547.75
	2/10/2023	USIO Output Solutions	20-65-5110	Utility Billing Cards	Late Notice postage job # 243747	\$70.11
	2/17/2023	Brenda L. James	20-65-5226	Cpa	Bank Reconciliation 12/2022	\$312.50
	2/17/2023	Brenda L. James	20-65-5226	Cpa	Journal entries per auditors	\$100.00
	2/17/2023	Amegy Bank	20-65-5300	Bond Payment & Fee	GR C/O TWDB L 1000033 Bond Payment	\$450.00
	2/17/2023	Amegy Bank	20-65-5300	Bond Payment & Fee	C/O TWDB Grant L 1000034	\$450.00
	2/28/2023	Staples Credit Plan	20-65-5109	Office Supplies	Ink PW Director department	\$92.00
Total						\$2,209.97
Sanitation						
	2/10/2023	Frontier Access LLC	20-45-5403	Trash Pickup	Waste Removal 01/01/23 - 01/31/23	\$34,254.43
Total						\$34,254.43

City of Glen Rose
Council Report
2/1/2023 to 2/28/2023

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Item 20.

Fund Totals

10	GENERAL FUND	\$147,188.51
20	UTILITY FUND	\$84,865.67
	Grand Total:	\$232,054.18



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	03/20/2023		
AGENDA SUBJECT:	Consider approval or other action regarding a financial report for the month of February 2023		
PREPARED BY:	City Secretary Stacy King	DATE SUBMITTED:	03/13/2023
EXHIBITS:	Discussion Regarding November Financial Report Bonded Indebtedness Budget Report Cash and Investment Report General Ledger Report Sales and Use Tax Report Utility Billing Report		
BUDGETARY IMPACT:		Required Expenditure:	\$00.00
		Amount Budgeted:	\$00.00
		Appropriation Required:	\$00.00
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION: Move to approve or deny as presented			

CITY OF GLEN ROSE
BONDED INDEBTEDNESS as of February 28, 2023

BOND	MATURES	PRINCIPAL	INTEREST	TOTAL	OUTSTANDING
CO/2016 WWTP CONSTRUCTION	2037	\$ 3,520,000	\$ 1,238,912	\$ 4,758,912	\$ 3,551,317
		CO/2016 WWTP CONSTRUCTION PAYMENT	INT. RATE	TOTAL ANNUAL PAYMENT	
2021-2022		PAID			
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	
		\$3,551,317		\$ 3,551,317	

NOTES:

- 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
- 2) The CO/2016 WWTP construction debt is paid with utility system revenues.

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

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	189,798.73	133,280.00	56,518.73	829,921.79	1,600,000.00	51.87%	770,078.21
10-4001 Mixed Drinks Tax	915.72	1,832.60	(916.88)	7,529.77	22,000.00	34.23%	14,470.23
10-4002 Gross Receipts Tax	14,431.91	16,666.67	(2,234.76)	117,269.22	200,000.00	58.63%	82,730.78
10-4005 Property Taxes	225,397.14	67,240.00	158,157.14	754,789.60	807,203.00	93.51%	52,413.40
10-4010 Property Taxes (Delinquent)	58.33	1,666.00	(1,607.67)	9,591.21	20,000.00	47.96%	10,408.79
Property & Sales Tax Totals	430,601.83	220,685.27	209,916.56	1,719,101.59	2,649,203.00	64.89%	930,101.41
Interest Income							
10-4006 Penalites & Interest	666.94	833.33	(166.39)	4,795.26	10,000.00	47.95%	5,204.74
10-4500 Interest Income	15,456.61	1,249.50	14,207.11	104,454.87	15,000.00	696.37%	(89,454.87)
Interest Income Totals	16,123.55	2,082.83	14,040.72	109,250.13	25,000.00	437.00%	(84,250.13)
Other Revenue Sources							
10-4200 Permits	5,202.00	9,996.00	(4,794.00)	34,103.38	120,000.00	28.42%	85,896.62
10-4700 Miscellaneous Income	76.58	957.95	(881.37)	1,099.05	11,500.00	9.56%	10,400.95
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	5,278.58	11,787.28	(6,508.70)	40,202.43	141,500.00	28.41%	101,297.57
Fines, Fees & Forfeitures							
10-4300 Pound Fees	60.00	41.67	18.33	545.00	500.00	109.00%	(45.00)
10-4301 Municipal Court Fine Revenue	2,115.00	5,833.33	(3,718.33)	15,257.29	70,000.00	21.80%	54,742.71
10-4303 Deferred Adjudication	363.59	1,166.20	(802.61)	3,263.59	14,000.00	23.31%	10,736.41
10-4305 Time Payment Reimbursement	15.00	41.67	(26.67)	105.00	500.00	21.00%	395.00
10-4313 Child Safety -Muni Court	0.00	0.00	0.00	75.00	0.00	0.00%	(75.00)
10-4316 Court Costs	475.51	1,082.90	(607.39)	3,062.77	13,000.00	23.56%	9,937.23
10-4318 Warrant Fee-Muni Court	50.00	83.30	(33.30)	400.00	1,000.00	40.00%	600.00
10-4319 Omnibase Reimbursement Fee	20.00	0.00	20.00	80.00	0.00	0.00%	(80.00)

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

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)	0.00	2,000.00	0.00%	2,000.00
10-4332 County Res Impound Fee	310.00	158.27	151.73	1,710.00	1,900.00	90.00%	190.00
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	715.00	125.00	590.00	2,185.00	1,500.00	145.67%	(685.00)
10-4348 Euthanasia Fee	25.00	16.67	8.33	175.00	200.00	87.50%	25.00
Fines, Fees & Forfeitures Totals	4,149.10	8,761.52	(4,612.42)	26,858.65	105,150.00	25.54%	78,291.35
Grants & Donations							
10-4330 Donations	0.00	83.30	(83.30)	540.00	1,000.00	54.00%	460.00
10-4707 Safe Routes Grant & Cost Shar	0.00	19,159.00	(19,159.00)	0.00	230,000.00	0.00%	230,000.00
10-4709 Nrhp Grant	0.00	8,330.00	(8,330.00)	0.00	100,000.00	0.00%	100,000.00
Grants & Donations Totals	0.00	27,572.30	(27,572.30)	540.00	331,000.00	0.16%	330,460.00
Business & Franchise							
10-4704 Glen Rose Wrecker	750.00	749.70	0.30	3,750.00	9,000.00	41.67%	5,250.00
10-4705 Nextlink	1,500.00	1,500.00	0.00	7,500.00	18,000.00	41.67%	10,500.00
Business & Franchise Totals	2,250.00	2,249.70	0.30	11,250.00	27,000.00	41.67%	15,750.00
Transfers In							
10-4710 Transfer in Reserves	0.00	77,469.00	(77,469.00)	0.00	930,000.00	0.00%	930,000.00
Transfers In Totals	0.00	77,469.00	(77,469.00)	0.00	930,000.00	0.00%	930,000.00
Revenue Totals	458,403.06	350,607.90	107,795.16	1,907,202.80	4,208,853.00	45.31%	2,301,650.20

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

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	0.00	1,228.67	(1,228.67)	2,250.00	14,750.00	15.25%	12,500.00
10-05-5145 Exp Mayor & Council	43.21	166.67	(123.46)	184.73	2,000.00	9.24%	1,815.27
10-05-5201 Attorney	10,371.00	12,748.80	(2,377.80)	24,364.75	114,000.00	21.37%	89,635.25
10-05-5240 Election Expense	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
10-05-5401 Telephone	0.00	65.75	(65.75)	0.00	789.00	0.00%	789.00
10-05-5407 Council Laptops	0.00	531.00	(531.00)	6,247.62	6,248.00	99.99%	0.38
10-05-5502 Mayor & Council Travel	567.20	625.00	(57.80)	4,233.97	7,500.00	56.45%	3,266.03
10-05-5503 Mayor & Council Training	0.00	208.33	(208.33)	65.00	2,500.00	2.60%	2,435.00
Legislative Totals	10,981.41	16,824.22	(5,842.81)	37,346.07	162,787.00	22.94%	125,440.93

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

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	5,818.32	9,247.29	(3,428.97)	29,791.57	111,012.00	26.84%	81,220.43
10-40-5001 Overtime Streets & Parks	99.88	637.50	(537.62)	674.93	7,650.00	8.82%	6,975.07
10-40-5003 Payroll Taxes Streets/Pks	441.68	791.68	(350.00)	2,339.67	9,504.00	24.62%	7,164.33
10-40-5004 Retirement	908.12	1,552.29	(644.17)	4,590.19	18,635.00	24.63%	14,044.81
10-40-5005 Health Insurance	1,619.00	3,198.72	(1,579.72)	8,220.00	38,400.00	21.41%	30,180.00
10-40-5006 Life & Add Insurance	39.60	62.05	(22.45)	193.93	745.00	26.03%	551.07
10-40-5007 Workers Comp Insurance	0.00	694.54	(694.54)	7,959.36	7,960.00	99.99%	0.64
10-40-5008 Twc	0.00	358.50	(358.50)	0.00	4,302.00	0.00%	4,302.00
10-40-5010 Longevity	0.00	116.62	(116.62)	700.00	1,400.00	50.00%	700.00
10-40-5013 On Call	140.00	347.58	(207.58)	840.00	4,171.00	20.14%	3,331.00
10-40-5100 Supplies	47.62	266.67	(219.05)	517.77	3,200.00	16.18%	2,682.23
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	0.00	201.67	(201.67)	525.37	2,420.00	21.71%	1,894.63
10-40-5120 Tools	19.90	208.33	(188.43)	468.90	2,500.00	18.76%	2,031.10
10-40-5122 Crack Sealant	0.00	208.25	(208.25)	0.00	2,500.00	0.00%	2,500.00
10-40-5156 Asphalt	0.00	666.67	(666.67)	473.80	8,000.00	5.92%	7,526.20
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	3,815.38	(3,815.38)	0.00	45,803.00	0.00%	45,803.00
10-40-5401 Telephone	106.17	291.67	(185.50)	465.54	3,500.00	13.30%	3,034.46
10-40-5403 Electric	0.00	833.00	(833.00)	3,654.27	10,000.00	36.54%	6,345.73
10-40-5404 Water	53.90	249.90	(196.00)	225.14	3,000.00	7.50%	2,774.86
10-40-5405 Gas	142.82	208.33	(65.51)	549.89	2,500.00	22.00%	1,950.11
10-40-5421 Street Lighting	2,643.79	2,750.00	(106.21)	8,001.64	33,000.00	24.25%	24,998.36
10-40-5500 Training	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
10-40-5501 Travel	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
10-40-5600 Vehicle Repair	18.75	500.00	(481.25)	208.57	6,000.00	3.48%	5,791.43

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

10 - GENERAL FUND Streets & Parks	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-40-5602 Repair & Maint - Equip	34.49	833.00	(798.51)	1,616.87	10,000.00	16.17%	8,383.13
10-40-5604 Repair & Maint - Struct	0.00	833.33	(833.33)	19.12	10,000.00	0.19%	9,980.88
10-40-5608 Gas/Oil/Lube	131.37	833.00	(701.63)	3,172.75	10,000.00	31.73%	6,827.25
10-40-5612 New Pickup PW	0.00	4,333.33	(4,333.33)	46,008.75	52,000.00	88.48%	5,991.25
10-40-5621 Rock/Gravel/Stone	0.00	58.33	(58.33)	163.80	700.00	23.40%	536.20
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)	0.00	1,500.00	0.00%	1,500.00
10-40-5655 Concrete	0.00	125.00	(125.00)	100.74	1,500.00	6.72%	1,399.26
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	38,831.29	37,925.12	906.17	368,839.17	453,521.00	81.33%	84,681.83
10-40-5720 Park Development	0.00	625.00	(625.00)	1,671.77	7,500.00	22.29%	5,828.23
10-40-5721 Road Base	0.00	125.00	(125.00)	144.18	1,500.00	9.61%	1,355.82
10-40-5736 Engineering For Next Project	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00
10-40-5738 Safe Routes School	0.00	28,738.50	(28,738.50)	0.00	345,000.00	0.00%	345,000.00
10-40-5739 Barnard Street Sidewalk	0.00	8,330.00	(8,330.00)	0.00	100,000.00	0.00%	100,000.00
10-40-5740 Paving	0.00	20,149.50	(20,149.50)	0.00	244,596.00	0.00%	244,596.00
10-40-5801 Miscellaneous Exp	400.00	41.67	358.33	400.00	500.00	80.00%	100.00
10-40-5804 Service Fees	1,305.72	2,500.00	(1,194.28)	5,153.72	30,000.00	17.18%	24,846.28
10-40-5859 Street Signs	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
Streets & Parks Totals	52,802.42	138,765.74	(85,963.32)	497,691.41	1,666,319.00	29.87%	1,168,627.59

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

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	5,202.27	9,406.81	(4,204.54)	25,939.97	112,927.00	22.97%	86,987.03
10-50-5001 Overtime Code Enforcement	131.57	297.50	(165.93)	752.97	3,570.00	21.09%	2,817.03
10-50-5003 Payroll Taxes Code Enf	421.48	765.61	(344.13)	2,109.23	9,191.00	22.95%	7,081.77
10-50-5004 Retirement	841.51	1,042.99	(201.48)	4,031.31	12,521.00	32.20%	8,489.69
10-50-5005 Health Insurance	1,626.63	1,666.00	(39.37)	8,329.40	20,000.00	41.65%	11,670.60
10-50-5006 Life & Add Insurance	29.60	81.55	(51.95)	146.95	979.00	15.01%	832.05
10-50-5007 Workers Comp Insurance	0.00	133.28	(133.28)	1,486.36	1,600.00	92.90%	113.64
10-50-5008 Twc	0.00	407.58	(407.58)	0.00	4,893.00	0.00%	4,893.00
10-50-5013 On Call	280.00	304.17	(24.17)	1,400.00	3,650.00	38.36%	2,250.00
10-50-5106 Postage	0.00	208.25	(208.25)	1,095.85	2,500.00	43.83%	1,404.15
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	4,650.00	2,499.00	2,151.00	10,975.00	30,000.00	36.58%	19,025.00
10-50-5208 Fire Marshall Services	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
10-50-5210 Legal Notices & Advertising	0.00	166.67	(166.67)	114.84	2,000.00	5.74%	1,885.16
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	43.21	65.75	(22.54)	172.75	789.00	21.89%	616.25
10-50-5500 Training	0.00	395.67	(395.67)	0.00	4,750.00	0.00%	4,750.00
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	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-50-5608 Gas/Oil/Lube	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-50-5801 Miscellaneous Exp	0.00	166.67	(166.67)	70.00	2,000.00	3.50%	1,930.00
10-50-5803 Software	0.00	399.84	(399.84)	4,800.00	4,800.00	100.00%	0.00

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Item 21.

10 - GENERAL FUND Code Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-50-5837 License Renewal	0.00	33.33	(33.33)	114.95	400.00	28.74%	285.05
10-50-5860 Hardware Replacement	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Code Enforcement Totals	13,226.27	20,415.64	(7,189.37)	61,539.58	245,070.00	25.11%	183,530.42

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Item 21.

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	3,070.88	3,169.48	(98.60)	15,454.80	38,049.00	40.62%	22,594.20
10-55-5001 Overtime Animal Control	56.17	297.50	(241.33)	168.51	3,570.00	4.72%	3,401.49
10-55-5003 Payroll Taxes Animal Cont	260.65	291.05	(30.40)	1,302.33	3,494.00	37.27%	2,191.67
10-55-5004 Retirement	510.71	570.60	(59.89)	2,442.85	6,850.00	35.66%	4,407.15
10-55-5005 Health Insurance	800.00	799.68	0.32	3,672.00	9,600.00	38.25%	5,928.00
10-55-5006 Life & Add Insurance	20.18	24.99	(4.81)	96.13	300.00	32.04%	203.87
10-55-5007 Workers Comp Insurance	0.00	181.09	(181.09)	2,174.00	2,174.00	100.00%	0.00
10-55-5008 Twc	0.00	90.54	(90.54)	0.00	1,087.00	0.00%	1,087.00
10-55-5010 Longevity	0.00	33.32	(33.32)	0.00	400.00	0.00%	400.00
10-55-5013 On Call	280.00	304.17	(24.17)	1,400.00	3,650.00	38.36%	2,250.00
10-55-5100 Supplies	23.00	166.60	(143.60)	257.18	2,000.00	12.86%	1,742.82
10-55-5108 Uniforms	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
10-55-5109 Office Supplies	343.96	66.67	277.29	343.96	800.00	43.00%	456.04
10-55-5165 Euth. & Medication	214.71	166.67	48.04	636.21	2,000.00	31.81%	1,363.79
10-55-5203 Contract Labor	65.00	166.67	(101.67)	480.00	2,000.00	24.00%	1,520.00
10-55-5224 It Support	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
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	0.00	133.33	(133.33)	190.00	1,600.00	11.88%	1,410.00
10-55-5401 Telephone	86.42	166.67	(80.25)	345.50	2,000.00	17.28%	1,654.50
10-55-5402 Internet	110.83	116.67	(5.84)	554.15	1,400.00	39.58%	845.85
10-55-5403 Electric	483.82	466.67	17.15	1,780.23	5,600.00	31.79%	3,819.77
10-55-5500 Training	450.00	125.00	325.00	450.00	1,500.00	30.00%	1,050.00
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)	1,756.24	3,000.00	58.54%	1,243.76
10-55-5602 Repair & Maint - Equip	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-55-5603 Equipment	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00

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Item 21.

10 - GENERAL FUND Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-55-5604 Repair & Maint - Struct	0.00	499.80	(499.80)	216.48	6,000.00	3.61%	5,783.52
10-55-5608 Gas/Oil/Lube	165.42	416.50	(251.08)	1,111.99	5,000.00	22.24%	3,888.01
10-55-5801 Miscellaneous Exp	0.00	50.00	(50.00)	0.00	600.00	0.00%	600.00
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	6,941.75	9,391.18	(2,449.43)	34,832.56	112,724.00	30.90%	77,891.44

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Item 21.

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	79,568.91	26,603.18	52,965.73	176,569.72	319,366.00	55.29%	142,796.28
10-60-5003 Payroll Taxes Admin	6,006.29	2,035.18	3,971.11	13,401.94	24,432.00	54.85%	11,030.06
10-60-5004 Retirement	11,927.38	3,990.48	7,936.90	26,032.34	47,905.00	54.34%	21,872.66
10-60-5005 Health Insurance	3,228.50	3,198.72	29.78	16,402.00	38,400.00	42.71%	21,998.00
10-60-5006 Life & Add Insurance	132.94	109.03	23.91	612.75	1,309.00	46.81%	696.25
10-60-5007 Workers Comp Insurance	0.00	152.29	(152.29)	1,636.81	1,638.00	99.93%	1.19
10-60-5008 Twc	0.00	744.03	(744.03)	0.00	8,932.00	0.00%	8,932.00
10-60-5010 Longevity	0.00	316.54	(316.54)	2,400.00	3,800.00	63.16%	1,400.00
10-60-5108 Uniforms	0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
10-60-5109 Office Supplies	509.52	166.67	342.85	1,511.17	2,000.00	75.56%	488.83
10-60-5203 Contract Labor	0.00	8,416.67	(8,416.67)	0.00	101,000.00	0.00%	101,000.00
10-60-5207 Intern program	0.00	541.67	(541.67)	0.00	6,500.00	0.00%	6,500.00
10-60-5210 Legal Notices & Advertising	0.00	250.00	(250.00)	141.00	3,000.00	4.70%	2,859.00
10-60-5218 Legal Updates	90.71	625.00	(534.29)	90.71	7,500.00	1.21%	7,409.29
10-60-5401 Telephone	130.62	183.33	(52.71)	522.21	2,200.00	23.74%	1,677.79
10-60-5406 CVB/Oakdale Electric	0.00	0.00	0.00	(4,593.22)	0.00	0.00%	4,593.22
10-60-5500 Training	0.00	416.67	(416.67)	2,104.00	5,000.00	42.08%	2,896.00
10-60-5501 Travel	598.36	500.00	98.36	1,954.11	6,000.00	32.57%	4,045.89
10-60-5600 Vehicle Repair	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
10-60-5602 Repair & Maint - Equip	0.00	83.33	(83.33)	105.00	1,000.00	10.50%	895.00
10-60-5604 Repair & Maint - Struct	140.00	833.33	(693.33)	183.74	10,000.00	1.84%	9,816.26
10-60-5608 Gas/Oil/Lube	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-60-5800 Dues	536.78	520.83	15.95	3,875.28	5,000.00	77.51%	1,124.72
10-60-5801 Miscellaneous Exp	80.14	166.67	(86.53)	217.77	2,000.00	10.89%	1,782.23
10-60-5803 Software	672.87	1,000.00	(327.13)	731.25	12,000.00	6.09%	11,268.75
10-60-5804 Service Fees	198.94	1,250.00	(1,051.06)	1,427.52	15,000.00	9.52%	13,572.48

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Item 21.

10 - GENERAL FUND Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-60-5860 Hardware Replacement	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Administration Totals	103,821.96	52,749.45	51,072.51	245,326.10	631,732.00	38.83%	386,405.90

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Item 21.

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)	32,105.12	36,000.00	89.18%	3,894.88
10-65-5041 Employee Appreciation	0.00	291.67	(291.67)	2,088.40	3,500.00	59.67%	1,411.60
10-65-5100 Supplies	0.00	154.17	(154.17)	96.12	1,850.00	5.20%	1,753.88
10-65-5106 Postage	4.83	454.17	(449.34)	350.86	5,450.00	6.44%	5,099.14
10-65-5107 Janitorial Supplies	59.45	125.00	(65.55)	491.56	1,500.00	32.77%	1,008.44
10-65-5109 Office Supplies	204.92	416.67	(211.75)	526.45	5,000.00	10.53%	4,473.55
10-65-5200 Audit	0.00	958.33	(958.33)	10,897.18	11,500.00	94.76%	602.82
10-65-5202 Engineering	700.00	1,250.00	(550.00)	2,990.00	15,000.00	19.93%	12,010.00
10-65-5217 Postage, Copier Lease	304.97	833.33	(528.36)	1,751.23	10,000.00	17.51%	8,248.77
10-65-5223 Accounting Software &	0.00	999.60	(999.60)	0.00	12,000.00	0.00%	12,000.00
10-65-5224 It Support	617.49	1,250.00	(632.51)	3,049.89	15,000.00	20.33%	11,950.11
10-65-5225 Janitorial Services	650.00	650.00	0.00	3,250.00	7,800.00	41.67%	4,550.00
10-65-5226 Cpa	0.00	500.00	(500.00)	787.50	6,000.00	13.13%	5,212.50
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	551.00	1,166.20	(615.20)	6,214.52	14,000.00	44.39%	7,785.48
10-65-5230 Comprehensive Plan	0.00	3,500.00	(3,500.00)	11,509.50	42,000.00	27.40%	30,490.50
10-65-5231 Laserfiche	0.00	2,297.50	(2,297.50)	0.00	27,570.00	0.00%	27,570.00
10-65-5232 Impact Fee Study	0.00	3,333.33	(3,333.33)	0.00	40,000.00	0.00%	40,000.00
10-65-5233 Parkland Dedication	0.00	1,000.00	(1,000.00)	0.00	12,000.00	0.00%	12,000.00
10-65-5235 Drug Testing	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-65-5239 CIP	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
10-65-5241 Amend Zoning & Subdivision	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
10-65-5242 Communications Plan	0.00	1,333.33	(1,333.33)	0.00	16,000.00	0.00%	16,000.00
10-65-5401 Telephone	805.19	1,125.00	(319.81)	3,993.72	13,500.00	29.58%	9,506.28
10-65-5402 Internet	320.80	600.00	(279.20)	1,604.00	7,200.00	22.28%	5,596.00
10-65-5403 Electric	230.06	500.00	(269.94)	1,364.42	6,000.00	22.74%	4,635.58

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Item 21.

10 - GENERAL FUND Non Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-65-5404 Water	196.25	416.50	(220.25)	1,817.07	5,000.00	36.34%	3,182.93
10-65-5405 Gas	260.14	125.00	135.14	724.99	1,500.00	48.33%	775.01
10-65-5420 Commercial Umbrella Country	0.00	83.33	(83.33)	1,000.00	1,000.00	100.00%	0.00
10-65-5740 City Hall Renovation 3300Sqft	8,743.60	4,165.00	4,578.60	20,217.40	50,000.00	40.43%	29,782.60
10-65-5744 Paint Historic Water Tower	0.00	7,500.00	(7,500.00)	0.00	90,000.00	0.00%	90,000.00
10-65-5745 Building Fund	0.00	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00
10-65-5746 Change Logos	0.00	416.67	(416.67)	286.99	5,000.00	5.74%	4,713.01
10-65-5747 Tuition Reimbursement	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
10-65-5748 Certification Pay	0.00	1,140.00	(1,140.00)	0.00	13,680.00	0.00%	13,680.00
10-65-5749 Entrance Sign	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
10-65-5805 Qrt S.C.A.D.	0.00	1,266.99	(1,266.99)	3,802.58	15,210.00	25.00%	11,407.42
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	2,500.00	208.33	2,291.67	2,500.00	2,500.00	100.00%	0.00
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 Departamental Other	1,008.86	500.00	508.86	324.64	6,000.00	5.41%	5,675.36
10-65-5837 Contingency	0.00	1,904.82	(1,904.82)	0.00	22,867.00	0.00%	22,867.00
10-65-5841 Citizens Center	4,500.00	375.00	4,125.00	4,500.00	4,500.00	100.00%	0.00
10-65-5870 Office Equip/Furn	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
Non Departmental Totals	21,657.56	77,759.61	(56,102.05)	133,244.14	933,165.00	14.28%	799,920.86

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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	2,941.68	3,211.96	(270.28)	13,632.86	38,559.00	35.36%	24,926.14
10-80-5003 Payroll Taxes Court	220.42	245.73	(25.31)	1,042.76	2,950.00	35.35%	1,907.24
10-80-5004 Retirement	440.96	481.80	(40.84)	2,000.60	5,784.00	34.59%	3,783.40
10-80-5005 Health Insurance	809.50	799.68	9.82	4,110.00	9,600.00	42.81%	5,490.00
10-80-5006 Life & Add Insurance	19.95	19.32	0.63	95.57	232.00	41.19%	136.43
10-80-5007 Workers Comp Insurance	0.00	19.24	(19.24)	220.77	231.00	95.57%	10.23
10-80-5008 Twc	0.00	89.04	(89.04)	0.00	1,069.00	0.00%	1,069.00
10-80-5010 Longevity	0.00	25.00	(25.00)	300.00	300.00	100.00%	0.00
10-80-5106 Postage	0.00	116.62	(116.62)	700.44	1,400.00	50.03%	699.56
10-80-5109 Office Supplies	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
10-80-5201 Attorney Fees	0.00	233.33	(233.33)	1,000.00	2,800.00	35.71%	1,800.00
10-80-5203 Contract Labor	500.00	500.00	0.00	2,500.00	6,000.00	41.67%	3,500.00
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	400.00	166.67	233.33	400.00	2,000.00	20.00%	1,600.00
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)	0.00	1,000.00	0.00%	1,000.00
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	5,332.51	7,054.23	(1,721.72)	26,113.00	84,675.00	30.84%	58,562.00

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Item 21.

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	9,936.42	10,860.82	(924.40)	49,682.25	130,382.00	38.11%	80,699.75
10-90-5003 Payroll Taxes Law	752.21	830.83	(78.62)	3,864.47	9,974.00	38.75%	6,109.53
10-90-5004 Retirement	1,489.48	1,629.09	(139.61)	7,313.84	19,557.00	37.40%	12,243.16
10-90-5005 Health Insurance	1,619.00	1,599.36	19.64	8,242.08	19,200.00	42.93%	10,957.92
10-90-5006 Life & Add Insurance	57.89	49.06	8.83	273.84	589.00	46.49%	315.16
10-90-5007 Workers Comp Insurance	0.00	747.78	(747.78)	3,708.14	8,977.00	41.31%	5,268.86
10-90-5008 Twc	0.00	304.21	(304.21)	0.00	3,652.00	0.00%	3,652.00
10-90-5010 Longevity	0.00	116.62	(116.62)	1,300.00	1,400.00	92.86%	100.00
10-90-5100 Supplies	6.22	124.95	(118.73)	6.22	1,500.00	0.41%	1,493.78
10-90-5106 Postage	35.10	20.83	14.27	72.79	250.00	29.12%	177.21
10-90-5108 Uniforms	0.00	62.47	(62.47)	219.95	750.00	29.33%	530.05
10-90-5109 Office Supplies	0.00	70.83	(70.83)	180.50	850.00	21.24%	669.50
10-90-5125 Ammunition	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-90-5225 Janitorial Services	250.00	250.00	0.00	1,250.00	3,000.00	41.67%	1,750.00
10-90-5401 Telephone	180.17	133.33	46.84	720.50	1,600.00	45.03%	879.50
10-90-5403 Electric	185.55	124.95	60.60	513.90	1,500.00	34.26%	986.10
10-90-5404 Water	48.07	104.17	(56.10)	198.11	1,250.00	15.85%	1,051.89
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	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-90-5600 Vehicle Repair	0.00	291.55	(291.55)	40.00	3,500.00	1.14%	3,460.00
10-90-5602 Repair & Maint - Equip	240.00	166.67	73.33	285.97	2,000.00	14.30%	1,714.03
10-90-5603 Equipment	249.17	541.45	(292.28)	1,258.60	6,500.00	19.36%	5,241.40
10-90-5604 Repair & Maint - Struct	0.00	83.33	(83.33)	186.00	1,000.00	18.60%	814.00
10-90-5608 Gas/Oil/Lube	236.14	541.45	(305.31)	1,364.01	6,500.00	20.98%	5,135.99
10-90-5700 Capital Improvements	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-90-5801 Miscellaneous Exp	0.00	208.33	(208.33)	253.42	2,500.00	10.14%	2,246.58

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Item 21.

10 - GENERAL FUND Law Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5803 Software	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-90-5804 Service Fees	0.00	183.26	(183.26)	266.00	2,200.00	12.09%	1,934.00
10-90-5820 Events	0.00	166.60	(166.60)	131.94	2,000.00	6.60%	1,868.06
10-90-5860 Computer Hardware	0.00	175.00	(175.00)	52.50	2,100.00	2.50%	2,047.50
Law Enforcement Totals	15,285.42	20,178.44	(4,893.02)	81,385.03	242,231.00	33.60%	160,845.97

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Item 21.

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	(375.00)	166.67	(541.67)	(375.00)	2,000.00	(18.75%)	2,375.00
10-96-5501 Travel Expense	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
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	6,660.00	(6,660.00)	0.00	120,000.00	0.00%	120,000.00
Preservation Board Totals	(375.00)	7,505.77	(7,880.77)	(375.00)	130,150.00	(0.29%)	130,525.00
Expense Totals	229,674.30	350,644.28	(120,969.98)	1,117,102.89	4,208,853.00	26.54%	3,091,750.11

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Item 21.

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	833.00	(833.00)	35.00	10,000.00	0.35%	9,965.00
20-4101 Water Fees	70,653.92	91,666.67	(21,012.75)	422,768.80	1,100,000.00	38.43%	677,231.20
20-4102 Sewer Fees	54,025.04	52,312.40	1,712.64	269,066.02	628,000.00	42.84%	358,933.98
20-4105 Trash	38,742.98	35,985.60	2,757.38	167,796.40	432,000.00	38.84%	264,203.60
20-4110 Trash Surcharge	0.02	0.00	0.02	0.03	0.00	0.00%	(0.03)
20-4307 Reconnect Fee	795.56	474.81	320.75	4,280.95	5,700.00	75.10%	1,419.05
Water/Sewer/Trash Income Totals	164,217.52	181,272.48	(17,054.96)	863,947.20	2,175,700.00	39.71%	1,311,752.80
Fines, Fees & Forfeitures							
20-4341 Tap Fees	1,765.00	1,666.00	99.00	8,465.00	20,000.00	42.33%	11,535.00
20-4342 Transfer Fees	0.00	0.00	0.00	105.00	0.00	0.00%	(105.00)
20-4343 Penalty Fees	1,713.65	1,499.40	214.25	8,954.07	18,000.00	49.74%	9,045.93
Fines, Fees & Forfeitures Totals	3,478.65	3,165.40	313.25	17,524.07	38,000.00	46.12%	20,475.93
Interest Income							
20-4500 Interest Income	249.00	333.20	(84.20)	26,992.35	4,000.00	674.81%	(22,992.35)
Interest Income Totals	249.00	333.20	(84.20)	26,992.35	4,000.00	674.81%	(22,992.35)
Other Revenue Sources							
20-4700 Miscellaneous Income	15.86	0.00	15.86	287.93	0.00	0.00%	(287.93)
Other Revenue Sources Totals	15.86	0.00	15.86	287.93	0.00	0.00%	(287.93)
Transfers In							
20-4710 Transfer in Reserves	0.00	213,356.29	(213,356.29)	0.00	2,561,300.00	0.00%	2,561,300.00
Transfers In Totals	0.00	213,356.29	(213,356.29)	0.00	2,561,300.00	0.00%	2,561,300.00
Lease & Rent Income							
20-4711 Twdb Edap For Grand Ave	0.00	85,333.33	(85,333.33)	96,349.47	1,024,000.00	9.41%	927,650.53

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20 - UTILITY FUND	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Lease & Rent Income							
Lease & Rent Income Totals	0.00	85,333.33	(85,333.33)	96,349.47	1,024,000.00	9.41%	927,650.53
Revenue Totals	167,961.03	483,460.70	(315,499.67)	1,005,101.02	5,803,000.00	17.32%	4,797,898.98

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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	8,568.01	9,751.34	(1,183.33)	43,991.06	117,063.00	37.58%	73,071.94
20-10-5001 Overtime Water	366.30	382.34	(16.04)	2,382.33	4,590.00	51.90%	2,207.67
20-10-5003 Payroll Taxes Water	671.41	818.50	(147.09)	3,607.65	9,826.00	36.72%	6,218.35
20-10-5004 Retirement	1,360.24	1,604.85	(244.61)	6,976.50	19,266.00	36.21%	12,289.50
20-10-5005 Health Insurance	2,428.50	2,399.04	29.46	12,330.00	28,800.00	42.81%	16,470.00
20-10-5006 Life & Add Insurance	60.54	53.47	7.07	295.98	642.00	46.10%	346.02
20-10-5007 Workers Comp Insurance	0.00	351.94	(351.94)	2,907.62	4,225.00	68.82%	1,317.38
20-10-5008 Twc	0.00	309.54	(309.54)	0.00	3,716.00	0.00%	3,716.00
20-10-5010 Longevity	0.00	191.59	(191.59)	1,300.00	2,300.00	56.52%	1,000.00
20-10-5013 On Call	140.00	173.76	(33.76)	980.00	2,086.00	46.98%	1,106.00
20-10-5100 Supplies	0.00	133.33	(133.33)	46.28	1,600.00	2.89%	1,553.72
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)	233.90	1,210.00	19.33%	976.10
20-10-5120 Tools	0.00	83.33	(83.33)	109.84	1,000.00	10.98%	890.16
20-10-5160 Process Chemicals	0.00	583.33	(583.33)	2,656.75	7,000.00	37.95%	4,343.25
20-10-5238 Lab Fees	856.90	725.00	131.90	3,117.19	8,700.00	35.83%	5,582.81
20-10-5298 Tank Cleaning	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00
20-10-5299 Purchased Water	325.50	12,495.00	(12,169.50)	1,562.75	150,000.00	1.04%	148,437.25
20-10-5400 Utilities (Elec)	3,468.10	5,000.00	(1,531.90)	13,085.30	60,000.00	21.81%	46,914.70
20-10-5401 Telephone/Internet	103.97	416.67	(312.70)	456.78	5,000.00	9.14%	4,543.22
20-10-5405 Gas	142.82	124.95	17.87	549.89	1,500.00	36.66%	950.11
20-10-5500 Training	0.00	156.67	(156.67)	0.00	1,880.00	0.00%	1,880.00
20-10-5501 Travel	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
20-10-5505 Safety Program	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
20-10-5600 Vehicle Repair	0.00	83.33	(83.33)	1,112.55	1,000.00	111.26%	(112.55)
20-10-5601 System Repair	1,024.39	4,165.00	(3,140.61)	12,324.62	50,000.00	24.65%	37,675.38

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20 - UTILITY FUND Water	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-10-5602 Repair & Maint - Equip	17.00	999.60	(982.60)	520.39	12,000.00	4.34%	11,479.61
20-10-5604 Repair & Maint - Struct	540.53	166.67	373.86	735.76	2,000.00	36.79%	1,264.24
20-10-5605 Repair & Maint - Tank	519.00	1,250.00	(731.00)	519.00	15,000.00	3.46%	14,481.00
20-10-5608 Gas/Oil/Lube	477.33	624.75	(147.42)	2,023.04	7,500.00	26.97%	5,476.96
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	0.00	3,173.73	(3,173.73)	79.86	38,100.00	0.21%	38,020.14
20-10-5700 Capital Improvements	1,000.00	70,805.00	(69,805.00)	12,950.00	850,000.00	1.52%	837,050.00
20-10-5743 Tank Replacement at Well # 3	0.00	70,833.33	(70,833.33)	0.00	850,000.00	0.00%	850,000.00
20-10-5750 Well # 5 Standpipe	0.00	14,858.33	(14,858.33)	178,300.00	178,300.00	100.00%	0.00
20-10-5801 Miscellaneous Exp	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
20-10-5804 Service Fees	80.10	583.10	(503.00)	855.20	7,000.00	12.22%	6,144.80
20-10-5806 Meter Service Fees	0.00	233.33	(233.33)	924.06	2,800.00	33.00%	1,875.94
20-10-5807 Prairielands Permit Fees	0.00	3,900.83	(3,900.83)	8,710.40	46,810.00	18.61%	38,099.60
20-10-5846 Demurrage	92.00	110.00	(18.00)	392.00	1,320.00	29.70%	928.00
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)	3,441.18	4,000.00	86.03%	558.82
Water Totals	22,242.64	213,696.63	(191,453.99)	319,477.88	2,564,884.00	12.46%	2,245,406.12

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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	6,684.50	7,269.84	(585.34)	36,096.94	87,273.00	41.36%	51,176.06
20-20-5001 Overtime Sewer	250.66	333.20	(82.54)	1,128.01	4,000.00	28.20%	2,871.99
20-20-5003 Payroll Taxes Sewer	533.30	611.50	(78.20)	2,811.40	7,341.00	38.30%	4,529.60
20-20-5004 Retirement	1,081.56	1,199.02	(117.46)	5,479.04	14,394.00	38.06%	8,914.96
20-20-5005 Health Insurance	1,629.67	1,599.36	30.31	8,786.24	19,200.00	45.76%	10,413.76
20-20-5006 Life & Add Insurance	43.45	36.56	6.89	212.83	439.00	48.48%	226.17
20-20-5007 Workers Comp Insurance	0.00	363.27	(363.27)	2,821.62	4,361.00	64.70%	1,539.38
20-20-5008 Twc	0.00	217.82	(217.82)	0.00	2,615.00	0.00%	2,615.00
20-20-5010 Longevity	0.00	216.58	(216.58)	0.00	2,600.00	0.00%	2,600.00
20-20-5013 On Call	280.00	173.83	106.17	980.00	2,086.00	46.98%	1,106.00
20-20-5100 Supplies	0.00	250.00	(250.00)	36.00	3,000.00	1.20%	2,964.00
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)	131.56	1,200.00	10.96%	1,068.44
20-20-5160 Process Chemicals	0.00	225.00	(225.00)	0.00	2,700.00	0.00%	2,700.00
20-20-5400 Utilities (Elec)	1,850.43	791.35	1,059.08	6,564.11	9,500.00	69.10%	2,935.89
20-20-5401 Telephone	87.42	125.00	(37.58)	416.37	1,500.00	27.76%	1,083.63
20-20-5405 Gas	142.83	125.00	17.83	549.91	1,500.00	36.66%	950.09
20-20-5500 Training	998.75	128.75	870.00	998.75	1,545.00	64.64%	546.25
20-20-5501 Travel	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
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	0.00	2,124.15	(2,124.15)	561.11	25,500.00	2.20%	24,938.89
20-20-5602 Repair & Maint - Equip	0.00	1,041.25	(1,041.25)	159.99	12,500.00	1.28%	12,340.01
20-20-5604 Repair & Maint - Struct	0.00	83.33	(83.33)	83.98	1,000.00	8.40%	916.02
20-20-5608 Gas/Oil/Lube	166.55	624.75	(458.20)	1,047.86	7,500.00	13.97%	6,452.14
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)	0.00	1,000.00	0.00%	1,000.00

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20 - UTILITY FUND Sewer	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5700 Capital Improvements	0.00	49,980.00	(49,980.00)	0.00	600,000.00	0.00%	600,000.00
20-20-5738 Grand Lift Station (Edap)	0.00	0.00	0.00	98,318.84	0.00	0.00%	(98,318.84)
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	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Sewer Totals	13,749.12	69,115.88	(55,366.76)	167,184.56	829,714.00	20.15%	662,529.44

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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	7,938.64	8,736.42	(797.78)	40,393.27	104,879.00	38.51%	64,485.73
20-21-5001 Overtime Wwtp	595.40	510.00	85.40	3,423.53	6,120.00	55.94%	2,696.47
20-21-5003 Payroll Taxes Wwtp	692.40	765.36	(72.96)	3,626.21	9,188.00	39.47%	5,561.79
20-21-5004 Retirement	1,363.20	1,359.67	3.53	6,829.56	16,316.00	41.86%	9,486.44
20-21-5005 Health Insurance	1,613.43	1,599.36	14.07	8,192.15	19,200.00	42.67%	11,007.85
20-21-5006 Life & Add Insurance	49.02	46.48	2.54	237.20	558.00	42.51%	320.80
20-21-5007 Workers Comp Insurance	0.00	449.82	(449.82)	5,249.10	5,400.00	97.21%	150.90
20-21-5008 Twc	0.00	299.88	(299.88)	0.00	3,600.00	0.00%	3,600.00
20-21-5010 Longevity	0.00	149.94	(149.94)	1,000.00	1,800.00	55.56%	800.00
20-21-5013 On Call	560.00	608.33	(48.33)	2,800.00	7,300.00	38.36%	4,500.00
20-21-5100 Supplies	0.00	258.33	(258.33)	417.24	3,100.00	13.46%	2,682.76
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	0.00	0.00	0.00	23.34	0.00	0.00%	(23.34)
20-21-5115 Chemical Supplies	2,931.46	2,083.33	848.13	5,667.48	25,000.00	22.67%	19,332.52
20-21-5120 Tools	0.00	125.00	(125.00)	277.76	1,500.00	18.52%	1,222.24
20-21-5202 Engineering	0.00	666.67	(666.67)	0.00	8,000.00	0.00%	8,000.00
20-21-5238 Lab Fees	1,189.00	1,833.33	(644.33)	5,386.00	22,000.00	24.48%	16,614.00
20-21-5259 Sludge Removal	785.86	1,350.00	(564.14)	2,573.83	16,200.00	15.89%	13,626.17
20-21-5400 Utilities	7,332.70	5,331.20	2,001.50	27,907.39	64,000.00	43.61%	36,092.61
20-21-5401 Telephone	260.39	416.67	(156.28)	1,092.88	5,000.00	21.86%	3,907.12
20-21-5500 Training	0.00	86.67	(86.67)	0.00	1,040.00	0.00%	1,040.00
20-21-5501 Travel	0.00	20.83	(20.83)	0.00	250.00	0.00%	250.00
20-21-5600 Vehicle Repair	10.00	83.33	(73.33)	25.50	1,000.00	2.55%	974.50
20-21-5601 System Repair	0.00	1,666.67	(1,666.67)	11.27	20,000.00	0.06%	19,988.73
20-21-5602 Repair & Maint - Equip	0.00	333.33	(333.33)	443.41	4,000.00	11.09%	3,556.59

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20 - UTILITY FUND WWTP	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-21-5604 Repair & Maint - Struct	0.00	500.00	(500.00)	1,049.36	6,000.00	17.49%	4,950.64
20-21-5608 Gas/Oil/Lube	135.36	400.00	(264.64)	2,511.42	4,800.00	52.32%	2,288.58
20-21-5609 Equipment Rental	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-21-5702 Wwtp Expansion Grant	3,950.00	106,675.00	(102,725.00)	11,026.69	1,280,100.00	0.86%	1,269,073.31
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	499.80	(499.80)	5,507.46	6,000.00	91.79%	492.54
WWTP Totals	<u>29,406.86</u>	<u>137,705.42</u>	<u>(108,298.56)</u>	<u>135,672.05</u>	<u>1,652,551.00</u>	<u>8.21%</u>	<u>1,516,878.95</u>

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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	34,254.43	35,819.00	(1,564.57)	136,305.65	430,000.00	31.70%	293,694.35
Sanitation Totals	34,254.43	35,819.00	(1,564.57)	136,305.65	430,000.00	31.70%	293,694.35

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

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	0.00	583.33	(583.33)	1,785.97	7,000.00	25.51%	5,214.03
20-65-5109 Office Supplies	92.00	179.17	(87.17)	92.00	2,150.00	4.28%	2,058.00
20-65-5110 Utility Billing Cards	805.47	249.90	555.57	1,557.17	3,000.00	51.91%	1,442.83
20-65-5200 Audit	0.00	958.33	(958.33)	10,897.18	11,500.00	94.76%	602.82
20-65-5225 Utility Billing System&Support	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00
20-65-5226 Cpa	412.50	500.00	(87.50)	1,150.00	6,000.00	19.17%	4,850.00
20-65-5229 Bank Services Fee	5.62	8.33	(2.71)	26.02	100.00	26.02%	73.98
20-65-5300 Bond Payment & Fee	900.00	20,006.16	(19,106.16)	40,335.00	240,170.00	16.79%	199,835.00
20-65-5748 Certification Pay	0.00	1,140.00	(1,140.00)	0.00	13,680.00	0.00%	13,680.00
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	2,936.40	(2,936.40)	0.00	35,251.00	0.00%	35,251.00
Non Departmental Totals	2,215.59	27,144.75	(24,929.16)	55,843.34	325,851.00	17.14%	270,007.66
Expense Totals	101,868.64	483,481.68	(381,613.04)	814,483.48	5,803,000.00	14.04%	4,988,516.52

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

70 - COURT	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines, Fees & Forfeitures	397.46	1,069.92	(672.46)	2,537.54	12,839.00	19.76%	10,301.46
Interest Income	33.62	0.00	33.62	173.34	0.00	0.00%	(173.34)
Transfers In	0.00	2,404.33	(2,404.33)	0.00	28,860.00	0.00%	28,860.00
Revenue Totals	<u>431.08</u>	<u>3,474.25</u>	<u>(3,043.17)</u>	<u>2,710.88</u>	<u>41,699.00</u>	<u>6.50%</u>	<u>38,988.12</u>
Expense Summary							
Not Categorized	0.21	0.00	0.21	0.98	0.00	0.00%	(0.98)
Fines, Fees & Taxes	0.00	3,225.22	(3,225.22)	0.00	38,714.00	0.00%	38,714.00
Expense Totals	<u>0.21</u>	<u>3,225.22</u>	<u>(3,225.01)</u>	<u>0.98</u>	<u>38,714.00</u>	<u>0.00%</u>	<u>38,713.02</u>

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

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	131.95	381.17	(249.22)	870.07	4,574.00	19.02%	3,703.93
70-4311 Municipal Jury Funds	2.65	7.67	(5.02)	17.41	92.00	18.92%	74.59
70-4312 Municipal Court Technology Fund	121.56	306.08	(184.52)	754.22	3,673.00	20.53%	2,918.78
70-4314 Municipal Court Building Security	141.30	375.00	(233.70)	895.84	4,500.00	19.91%	3,604.16
Fines, Fees & Forfeitures Totals	397.46	1,069.92	(672.46)	2,537.54	12,839.00	19.76%	10,301.46
Interest Income							
70-4500 Interest Income	33.62	0.00	33.62	173.34	0.00	0.00%	(173.34)
Interest Income Totals	33.62	0.00	33.62	173.34	0.00	0.00%	(173.34)
Transfers In							
70-4710 Transfer In From Court Security	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
70-4716 Transfer in from Jury Fund	0.00	750.00	(750.00)	0.00	9,000.00	0.00%	9,000.00
70-4900 Transfer in from Court Technology	0.00	808.01	(808.01)	0.00	9,700.00	0.00%	9,700.00
70-4901 Transfer in from Jury Fund	0.00	13.32	(13.32)	0.00	160.00	0.00%	160.00
Transfers In Totals	0.00	2,404.33	(2,404.33)	0.00	28,860.00	0.00%	28,860.00
Revenue Totals	431.08	3,474.25	(3,043.17)	2,710.88	41,699.00	6.50%	38,988.12

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

70 - COURT Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fines, Fees & Taxes	0.00	3,225.22	(3,225.22)	0.00	38,714.00	0.00%	38,714.00
Not Categorized	0.21	0.00	0.21	0.98	0.00	0.00%	(0.98)
Municipal Court Totals	0.21	3,225.22	(3,225.01)	0.98	38,714.00	0.00%	38,713.02
Expense Total	0.21	3,225.22	(3,225.01)	0.98	38,714.00	0.00%	38,713.02

City of Glen Rose
Financial Statement
As of February 28, 2023

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Item 21.

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	0.21	0.00	0.21	0.98	0.00	0.00%	(0.98)
70-80-5806 Jury Reimbursements &	0.00	20.99	(20.99)	0.00	252.00	0.00%	252.00
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	1,207.85	(1,207.85)	0.00	14,500.00	0.00%	14,500.00
70-80-5842 Truancy and Prevention	0.00	1,130.71	(1,130.71)	0.00	13,574.00	0.00%	13,574.00
Municipal Court Totals	0.21	3,225.22	(3,225.01)	0.98	38,714.00	0.00%	38,713.02
Expense Totals	0.21	3,225.22	(3,225.01)	0.98	38,714.00	0.00%	38,713.02

CASH AND INVESTMENT REPORT FOR THE CITY OF GLEN ROSE		
February 2022		
TEXPOOL		\$3,738,307.04
TEXSTAR		\$2,587,549.83
INTERBANK		\$1,614,992.03
FIRST FINANCIAL BANK		\$3,271,078.80
TOTAL		\$11,211,927.70
TEXPOOL		
UTILITY SYSTEM REVENUE BOND RESERVE	4.50%	\$251,807.13
WATER AND SEWER FUND	4.50%	\$1,833,423.82
GENERAL FUND RESERVE	4.50%	\$1,653,076.09
TOTAL TEXPOOL INVESTMENTS		\$3,738,307.04
TexSTAR		
GENERAL	4.49%	\$2,587,549.83
INTERBANK		
INTRAFI	4.75%	\$1,614,992.03
FFB BANK ACCOUNTS		
OAKDALE ELECTRICITY DEPOSIT CD	1.50%	\$20,099.06
HOTEL OCCUPANCY	1.50%	\$102.26
TXCDBG	0.00%	\$252.38
TWDB 2016 CONSTRUCTION PROJECT	1.50%	\$752.74
COURT TECHNOLOGY FUND	1.50%	\$9,939.49
COURT SECURITY	1.50%	\$10,745.18
MUNICIPAL JURY FUND	1.50%	\$165.66
TRUANCY AND PREVENTION FUND	1.50%	\$8,598.03
CUSTOMER DEPOSIT ACCOUNT	1.50%	\$217,067.09
POOL CASH	1.50%	\$1,506,328.61
MONEY MARKET	4.24%	\$1,517,127.36
TOTAL FFB BALANCES		\$3,271,078.80

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
February 28, 2023

FUND	CURRENT BALANCE	MONTH AGO BALANCE	YEAR AGO BALANCE
1 GENERAL	\$7,742,167.61	\$6,820,408.16	\$6,089,510.10
2 UTILITY	\$4,032,701.63	\$4,461,270.64	\$3,136,227.80
3 CVB	\$0.00	\$0.00	\$0.00
5 COURT*	\$29,972.76	\$29,396.61	\$21,949.03
TOTAL	\$11,804,842.00	\$11,311,075.41	\$9,247,686.93

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

Council Report

Billing Period

01/21/2023 - 02/20/2023

Utility Bills Disbursed	Count	Amount
Active	1260	\$166,206.53
Pending Disconnect	1	\$62.53
First Bill	15	\$1,020.44
Final Bill	12	\$716.02
Backdated Move In Date	7	\$551.35
Landlord	2	\$137.77
Payment Plan	1	\$352.76
Total	1298	\$169,047.40

Payments Received	Count	Amount
Check	401	\$85,613.07
CreditCard	303	\$31,659.25
Cash	60	\$5,717.91
Change	35	(\$366.63)
Other	2	\$326.42
AchFile	348	\$48,519.62
Total	1149	\$171,469.64

Service Orders Completed	Count
Reconnect Cutoff	12
Change Occupant	7
General	21
Reread	86
Connect	8
Cutoff - Nonpayment	12
Disconnect - Move Out	6
Total	152

Service Categories	Count	Amount
Sewer	1163	\$53,724.29
Trash	1127	\$39,588.59
Water	1285	\$72,923.76
One-Time Charges	1	\$100.00
Total	0	\$166,336.64

CITY OF GLEN ROSE SALES AND USE TAX REPORT

Report for March Council Packet

	2022	2023	% Change
January	140,720.76	147,966.29	4.90%
February	157,699.38	189,798.73	16.91%
	2021	2022	
March	109,932.23	122,481.96	10.25%
April	101,103.73	114,031.95	11.34%
May	171,528.37	153,004.12	-12.11%
June	136,631.88	136,092.33	-0.40%
July	129,574.66	143,944.29	9.98%
August	168,800.51	161,247.24	-4.68%
September	125,589.65	137,749.12	8.83%
October	127,727.12	163,231.03	21.75%
November	148,290.73	162,275.23	8.62%
December	142,862.07	166,650.51	14.27%
TOTAL	1,660,461.09	1,798,472.80	7.67%

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



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Approval or other action regarding a Resolution cancelling the May 6, 2023 General Election		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/14/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: <p>The filing period for a place on the May General Election ballot ended on Friday, February 17, 2023. At the filing deadline, two applications had been received for council member and one application had been received for mayor. On Wednesday, February 22, 2023, I delivered to Council a certification of unopposed candidates in accordance with the Texas Election Code.</p>			
RECOMMENDED ACTION: <p>Move to approve as presented.</p>			

**CERTIFICATION OF UNOPPOSED CANDIDATES**

To: Presiding Officer of Governing Body

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023:

Mayor – Larry Joe Boles
Councilmembers – Richard Bruning and Demetra Conrad

CERTIFICACIÓN DE CANDIDATOS ÚNICOS

Al: Presidente de la entidad gobernante

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 6 de Mayo 2023.

Alcalde – Larry Joe Boles
Consejales – Richard Bruning and Demetra Conrad



Staci L. King, City Secretary

2/22/23
Date



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Approval or other action regarding a Lease Agreement with Glen Rose ISD for the use of voting machines		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/14/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: GRISD is the only entity holding a May election and they wish to use the voting equipment owned by the City of Glen Rose. The Lease Agreement has been reviewed by the city attorney and approved by the GRISD.			
RECOMMENDED ACTION: Move to approve as presented.			

VOTING MACHINE LEASE AGREEMENT
between
CITY OF GLEN ROSE and GLEN ROSE ISD

Item 23.

THIS AGREEMENT is entered on this ____ day of _____, 2023, by and between the City of Glen Rose, a municipal corporation (hereafter referred to as "City") and Glen Rose Independent School District (hereafter referred to as "Lessee"). Lessee is a political subdivision of the State of Texas, being either a School District or other Special District.

RECITALS

WHEREAS public convenience will be furthered by authorizing the Lessee to utilize voting machines owned by the City of Glen Rose, Texas; and

WHEREAS Lessee has requested City to lease one or more ExpressVote Voting Machine and DS-200 Digital Scanner (hereafter "Voting Machines") for recording votes; and

WHEREAS, Lessee desires to contract with City for the use of voting machines described above for Lessee's election and run-off election, if necessary.

AGREEMENT

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows:

1. City agrees to lease to Lessee the Voting Machines from April 10, 2023, through May 6, 2023. Lessee agrees to pay the amount of the equipment lease as established herein. In the event Lessee needs to have a run-off election, this Agreement shall be extended for the time necessary for Lessee to conduct its run-off election upon Lessee's notification to City.
2. Lessee agrees to pay \$2700 for the lease of Voting Machines to cover the machine's hardware, firmware, and maintenance and support fees.
3. In the event that the equipment leased from City to Lessee is stolen, lost, damaged, vandalized, destroyed, or rendered inoperable, whether intentional or not, Lessee agrees to reimburse City for the replacement or repair of such equipment. The equipment service vendor shall determine the repair cost. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service costs resulting from same, shall be remitted to City by Lessee within thirty (30) days of a written request by City.
4. City shall supply the Lessee with two (2) voting machines.
5. Lessee is responsible for the following:
 - a. Delivery of equipment back to the Elections Administrator's Office within 24 hours after an election
 - b. Set up, coding, and supplies for voting machines
 - c. Theft or damage to voting machines

6. Lessee shall designate employees in a hierarchy at each location to be in charge of operations to oversee the receipt, care, custody, and control of the Voting Machines ("Designated Employees"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the operation of the Voting Machines for the Designated Employees.
7. Lessee assumes full liability for the safekeeping of the Voting Machines and all inventory and supplies furnished by the City of Glen Rose. City will notify Lessee in writing of any missing or unaccounted-for machines or associated items; Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.
8. City is not responsible for the operation of the machines or the failure to operate the machines properly or accurately. Lessee agrees to defend, indemnify, and hold harmless City against any and all claims made by any party regarding the accuracy, operation, or use of the voting machines in recording or failing to record votes or for any purpose whatsoever.
9. Lessee hereby agrees to indemnify and hold harmless City and its officers or employees from and against any loss, including claims, demands, and causes of action and which loss, claim, demand, or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives, or employees pursuant to the terms of this Agreement.
10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
11. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to City all Voting Machines, together with associated equipment and supplies.
12. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

CITY:

Staci L. King, City Secretary
 City of Glen Rose, Texas
 PO Box 1949
 Glen Rose, Texas, 76043

LESSEE:

 Glen Rose ISD

 Glen Rose, Texas 76043

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

13. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this Agreement shall be Somervell County, Texas.

14. Neither party shall assign its rights nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party, be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
15. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and will act as an independent contractor in performing its obligations under this Agreement.
16. City is not obligated and is not expected to engage in litigation or file suit for the benefit of Lessee pursuant to this contract. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify the City of Glen Rose against all claims, costs, and expenses.
17. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.
18. This Agreement shall not be amended or modified except in writing and signed by authorized representatives of the Lessee or City.
19. This Agreement replaces all other agreements or contracts by and between the parties hereto as they pertain to the lease of voting machines.
20. This Agreement is to become effective upon execution after the approval of the Lessee to which it pertains acting by and through its governing body.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

PASSED AND APPROVED this ____ day of _____, 2023 by the Glen Rose City Council.

Julia Douglas, Mayor

Staci L. King, City Secretary

PASSED AND APPROVED this 27th day of February, 2023 by the Glen Rose ISD Board of Trustees.



Board President



Board Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Approval or other action regarding a Resolution amending authorized signatories for bank accounts held at First Financial Bank		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/14/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: This resolution will remove former city administrator Leamons from the City's bank accounts.			
RECOMMENDED ACTION: Move to approve as presented.			

RESOLUTION NO. R.2023.03.20. __**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLEN ROSE, TEXAS DESIGNATING BANKING AUTHORITY FOR ACCOUNTS HELD AT FIRST FINANCIAL BANK IN GLEN ROSE, TEXAS.**

WHEREAS, on June 14, 2022, the Glen Rose City Council passed Resolution No. 2022-15 designating signatories for bank accounts held at First Financial Bank in Glen Rose, Texas; and

WHEREAS the City Council of the City of Glen Rose, Texas wishes to amend the list of authorized signatories for said bank accounts.

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

1. Michael Leamons is hereby removed as an authorized signatory.
2. Julia Douglas, Mayor, and Staci King, City Secretary, are hereby authorized to exercise all powers on behalf of the City of Glen Rose.

PASSED AND APPROVED this 20th day of March, 2023.

Julia Douglas, Mayor

ATTEST:

Staci L. King, City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Discussion, consideration, and possible action regarding an Interlocal Agreement with Somervell County for the Regulation of On-Site Sewage Facilities		
PREPARED BY:	Staci L. King, City Secretary	DATE SUBMITTED:	3/14/2023
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY: Council had previously approved this ILA. The Somervell County Commissioner's Court met and approved the agreement as-is, except for the term. The original term had been five years, however, Somerville County reduced that to three years.			
RECOMMENDED ACTION: Move to approve as presented.			

**INTERLOCAL AGREEMENT
BETWEEN SOMERVELL COUNTY AND THE CITY OF GLEN ROSE
FOR THE REGULATION OF ON-SITE SEWAGE FACILITIES**

THIS AGREEMENT entered into this 27th day of February, 2023, between the City of Glen Rose, hereinafter called "CITY", and Somervell County hereinafter called "COUNTY" by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act, and for the purpose of providing certain services relating to the regulation of On-Site Sewage Facilities, hereinafter called "OSSF".

WHEREAS, the COUNTY and the CITY are authorized to enter this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

WHEREAS, the COUNTY and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

WHEREAS, the COUNTY has adopted an order regulating the construction and use of onsite sewage facilities to provide the citizens of the County with adequate public health protection and a minimum of environmental pollution;

WHEREAS, this Agreement for Interlocal cooperation between the parties to provide OSSF services by the COUNTY for the CITY is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned;

WHEREAS, the CITY desires to have the COUNTY provide OSSF services pursuant to Chapter 366 of the Texas Health and Safety Code, and 30 Texas Administrative Code, hereinafter referred to as the "Requirements";

WHEREAS, the public health, safety and welfare of the citizens of Somervell County and the City of Glen Rose would be best served by both parties entering into this Intergovernmental Cooperation Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Texas Intergovernmental Cooperation Act);

WHEREAS, by combining resources, the COUNTY and the CITY may provide a better, more cost-efficient enforcement of OSSF more to this area than could be accomplished with each entity acting alone;

WHEREAS, it is necessary and in the best interests of the COUNTY and the CITY to combine resources for the mutual benefit of their constituents;

WHEREAS, the COUNTY and the CITY specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, be it resolved that the Somervell County and the City of Glen Rose enter into this Intergovernmental Cooperation Agreement for the administration and operation of the Somervell County OSSF Program, as established by the COUNTY'S August 13, 2001 On-Site Sewage Disposal Order, within the CITY'S corporate limits.

1. CITY DUTIES

- a. Through its building permit program the CITY shall identify sites requiring OSSFs, notify the COUNTY about said sites, and direct building permit applicants for said sites to apply for an OSSF permit with Somervell County. For properties where the need for an OSSF has been identified, the CITY shall not issue a certificate of occupancy until the COUNTY has approved the required OSSF.
- b. The CITY authorizes the COUNTY to administer the COUNTY'S OSSF program within the City's corporate limits and to collect all permit and inspections fees and all fines or penalties associated with the COUNTY's administration of its OSSF program within the CITY's corporate limits as reimbursement for the OSSF services provided by the COUNTY.

2. COUNTY DUTIES

The COUNTY will perform services as detailed below under scope of services.

3. SCOPE OF SERVICES

The COUNTY shall perform the following services under the terms and conditions hereinafter stated, and the CITY hereby accepts and agrees to the following terms and conditions:

- a. **PERMITTING SERVICES.** The COUNTY shall review permit applications, issue permits to construct, and provide inspection services of on-site sewage disposal systems in accordance with applicable Texas Commission on Environmental Quality rules, and in accordance with the Somervell County Sewage Facility Order. The County shall provide enforcement of said rules as appropriate for the purposes of protecting public health and the mitigation of nuisance conditions. Appropriate and customary fees will be charged to the owner of the facilities and collected by the COUNTY as permitted by law.
- b. **INSPECTION SERVICES.** The COUNTY shall provide inspection services including, but not limited to, inspection of new and existing OSSFs for compliance with current rules and regulations.
- c. **COMPLAINT INVESTIGATION AND ENFORCEMENT.** The COUNTY shall provide complaint investigation/enforcement services as determined to be appropriate by COUNTY staff for those conditions that violate the Texas Health and Safety Code Chapter 341 and 366, the Texas Water Code Chapter 7, and the Somervell County On-Site Sewage Disposal Order. If a complaint is found to be valid, county inspectors shall present the case to the County Attorney's Office for prosecution and collect evidence and testify as necessary in court.
- d. **DE-COMMISSIONING.** The COUNTY shall ensure that any OSSF within the CITY to be abandoned is properly de-commissioned by its owner and inspected by COUNTY inspectors pursuant to the Texas Commission on Environmental Quality regulations and Sewage Facility Orders.

4. **ON-SITE SEWAGE DISPOSAL ORDER.** The Parties agree that the August 13, 2001 On-Site Sewage Disposal Order, and any lawfully adopted successor orders, shall apply to the CITY OF GLEN ROSE, and shall be enforceable by the COUNTY and its designated employees within the CITY OF GLEN ROSE.
5. **ON-SITE SEWAGE FEES.** The COUNTY shall continue to collect fees for On-Site Sewage services in accordance with the August 13, 2001 Order of the Commissioner's Court or any Order subsequently adopted by Commissioners Court. All fees that the County collects for this purpose shall be retained by the County.
6. **TIMES OF PERFORMANCE.** This Agreement shall become effective on January 1, 2023, shall continue in effect for three (3) years, until December 30, 2025, and shall automatically renew for successive three-year periods unless either party provides notice of intent to terminate this Agreement sixty (60) days prior to any renewal date.
7. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the Somervell County, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in Somervell County, Texas.
 - a. **Authority of the County.** The CITY expressly agrees that the COUNTY shall have authority to enforce all laws and County Orders applicable to On-site Sewage Facilities, within the jurisdiction of the CITY OF GLEN ROSE. The COUNTY further agrees that, in the absence of any conflicting law, the COUNTY shall have authority to enforce the laws of the State of Texas and Somervell County, Texas, concerning OSSFs within the jurisdiction of the CITY OF GLEN ROSE. The COUNTY shall provide copies of all the Somervell County, Texas Orders affecting On-Site Sewage Facilities upon execution of this Agreement and as requested by the CITY.
 - b. **Privileges and Immunities.** All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the COUNTY when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
 - c. **Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the COUNTY is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the COUNTY, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

- d. **Exclusion of Incidental and Consequential Damages.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE COUNTY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE COUNTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
 - e. **Maximum Aggregate Liability.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, IN NO EVENT SHALL THE COUNTY'S AGGREGATE LIABILITY TO ANY OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID TO THE COUNTY UNDER THE TERMS OF THIS AGREEMENT.
 - f. **Intentional Risk Allocation.** Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.
8. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses:
- | | |
|---|--|
| <p>CITY
 City of Glen Rose
 Attn: Mayor Julia Douglas
 201 NE Vernon Street
 PO Box 1949
 Glen Rose, Texas 76043</p> | <p>COUNTY
 Somervell County
 Attn: Judge Danny L. Chambers
 107 NE Vernon
 PO Box 851
 Glen Rose, Texas 76043</p> |
|---|--|
9. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
10. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or

alteration of the terms shall be binding unless the same as in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SOMERVELL COUNTY

Approved this _____ day of _____, 2023.

Danny L. Chambers, County Judge

ATTEST:

Michelle Reynolds, County Clerk

CITY OF GLEN ROSE

Approved this _____ day of _____, 2023.

Julia Douglas, Mayor

ATTEST:

Staci L. King, City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	3/20/2023		
AGENDA SUBJECT:	Consider approval or other action regarding the Glen Rose Police Department's 2022 Racial Profiling Report		
PREPARED BY:	Buck Martin, Chief of Police	DATE SUBMITTED:	3/13/2023
EXHIBITS:	1. Regulating Statute 2. Racial Profiling Report		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			
Approve as presented.			

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

- (A) Alaska native or American Indian;
- (B) Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section [1.07](#), Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops

motor vehicles with a body worn camera, as that term is defined by Section [1701.651](#), Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. [3389](#)), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. [686](#)), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. [3051](#)), Sec. 1,
eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. [1849](#)), Sec. 5.01,
eff. September 1, 2017.

Racial Profiling Report | Full

Item 26.

Agency Name: GLEN ROSE POLICE DEPARTMENT
Reporting Date: 02/16/2023
TCOLE Agency Number: 425201

Chief Administrator: BUCK E. MARTIN

Agency Contact Information:
Phone: (254) 897-2272
Email: buck.martin@glenrosetexas.org

Mailing Address:
201 N.E. VINE STREET
P.O. BOX 1949
GLEN ROSE, TX 76043

This Agency filed a full report

GLEN ROSE POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the GLEN ROSE POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the GLEN ROSE POLICE DEPARTMENT if the individual believes that a peace officer employed by the GLEN ROSE POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the GLEN ROSE POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the GLEN ROSE POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The GLEN ROSE POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Item 26.

Executed by: BUCK E. MARTIN
Chief

Date: 02/16/2023

Total stops: 696

Street address or approximate location of the stop

City street	143
US highway	431
County road	0
State highway	120
Private property or other	2

Was race or ethnicity known prior to stop?

Yes	1
No	695

Race / Ethnicity

Alaska Native / American Indian	5
Asian / Pacific Islander	24
Black	29
White	530
Hispanic / Latino	108

Gender

Female	277
Alaska Native / American Indian	2
Asian / Pacific Islander	13
Black	12
White	216
Hispanic / Latino	34
Male	419
Alaska Native / American Indian	3
Asian / Pacific Islander	11
Black	17
White	314
Hispanic / Latino	74

Reason for stop?

Violation of law	38
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	1
White	32

Hispanic / Latino	4
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	627
Alaska Native / American Indian	4
Asian / Pacific Islander	23
Black	28
White	472
Hispanic / Latino	100
Vehicle traffic violation	31
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	26
Hispanic / Latino	4
Was a search conducted?	
Yes	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	5
Hispanic / Latino	2
No	689
Alaska Native / American Indian	5
Asian / Pacific Islander	24
Black	29
White	525
Hispanic / Latino	106
Reason for Search?	
Consent	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2

Hispanic / Latino	0				
Contraband	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Probable	3				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	1				
Hispanic / Latino	2				
Inventory	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Incident to arrest	2				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	2				
Hispanic / Latino	0				
Was Contraband discovered?					
Yes	3				
		Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	1	Yes	1	No	0
Hispanic / Latino	2	Yes	1	No	1
No	4				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	4				
Hispanic / Latino	0				

Description of contraband

Item 26.

Drugs	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	89
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Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	3
White	69
Hispanic / Latino	15
Written warning	119
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	1
White	101
Hispanic / Latino	14
Citation	485
Alaska Native / American Indian	4
Asian / Pacific Islander	20
Black	25
White	358
Hispanic / Latino	78
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	1
Hispanic / Latino	0
Violation of Traffic Law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Was physical force resulting in bodily injury used during stop?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	696
Alaska Native / American Indian	5
Asian / Pacific Islander	24
Black	29
White	530
Hispanic / Latino	108

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Item 26.

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



PUBLIC WORKS DEPARTMENT REPORT

MEETING DATE: March 20, 2023

STAFF REPRESENTATIVE: Jim Holder, Director of Public Works

Public Works Director Report

February 2023

Demand- average daily demand was 367,000 Gallons per Day (G.P.D.)

Total Monthly Production – 10,285,000 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.

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

This project is currently in the design phase with Enprotec/Hibbs and Todd. eHT has provided the preliminary/planning information to Public Management (grant consultant) so they can perform the environmental clearance and grant documentation. City staff met with Chris Hay on Thursday May 5, 2022 to review and discuss the preliminary plans. Once the plans have been reviewed/approved by TxDOT, the final plans will be completed. The water line improvement project will then be advertised for bids. TxDOT is currently reviewing the plans, and coordinating with Enprotec/Hibbs & Todd. Two letters were sent to TxDOT on August 24, 2022. One is a formal request for an exception to 43TAC Rule 21.37(b)(3) due to the topography of the Highway 67/FM 56 intersection where we have a 10" water main crossing. The other is a formal request to abandon the existing 10" water line in the right-of-way of FM 56. Both will need approval for permitting. TxDOT has finally approved both requests mentioned above. The water line improvements project was advertised for four weeks, and the bids were opened and read aloud on Wednesday, January 4th at 2:00. Enprotec/Hibbs & Todd checked references and presented a bid tabulation, and recommendation of award letter to City Council at the January 10th meeting. The project was awarded to Excel 4 Construction, LLC with a total bid amount of \$767,882.00 at the January 10th City Council meeting. A pre-construction conference was completed on Tuesday, March 14, 2023 at City Hall. Chris Hay (eHT), Sara Tankersley (Public Management), two representatives from Excel 4 Construction, and I were in attendance. Due to the undetermined lead time on pipe, fittings, etc., a date of notice to proceed, and a required final completion date have not yet been determined. The contractor has been instructed to inform the engineer with an update for the submittals, as soon as possible, so the dates can be determined. The contractor has been informed that excellent communication is expected by the citizens and staff members throughout the duration of the project. Especially planned service interruptions, and street/driveway closures. A draft copy of written notices will be provided for city staff to review before being distributed to citizens.

- **Valleyview Street Reconstruction Project**

Start Date: Aug.22, 2022/Final Completion Date: March 31, 2023

Bids for this project were accepted until 10am, on July 26, 2022. A total of four bids were received and opened publicly. The low bidder is Talbran Enterprises, LLC (3245 W. Main Street, Suite 235-523, Frisco, Tx. 75034), with a base bid amount of \$464,919.63, and an additive alternate bid amount of \$74,972.05, for a total contract amount of \$539,981.68. The contract was awarded to Talbran Enterprises at the August 9th City Council Meeting. A pre-construction conference was completed on August 18th. Demolition of the existing concrete street began on August 22nd. The final completion date was set for December 12, 2022, although it can change with documentation of rain days. The concrete curb and gutters have been completed, along with the driveway approaches. The road-base has been installed. The concrete drainage flumes will be installed this week. Once the concrete has cured, the final grade will be prepared for the application of tack coat, and asphalt pavement. The paving portion of the street improvements project has been done. There are some areas of the pavement that are being reviewed by our engineer, the general contractor, and city staff. A site visit is being scheduled to evaluate. I am not satisfied with the quality of work in some areas. The construction of a retaining wall, and final clean-up of the area behind the concrete curbs still needs to be completed. Construction will begin on the retaining wall on Wednesday, March 15th, and the remaining clean-up thereafter.

- **Rock Ridge Estates Sub-Division**

City staff continue to monitor and inspect daily, the construction of the proposed infrastructure in the Rock Ridge Estates Sub-division, ensuring that the improvements are installed, or constructed in accordance with the engineered plans and specifications provided by the developer, and reviewed and approved by Enprotec/Hibbs & Todd. The retaining walls have been completed in Phase I of Rock Ridge. With that being said, the retaining walls over 4 ft.in height were not constructed in accordance with the approved engineered drawings. Because of that, a signed letter of approval from the developers' engineer was required before acceptance of Phase I. A final walk-through inspection was completed in Phase I of Rock Ridge on Friday, October 30th. After one of the recent rainfalls, it was noticed by city staff that a portion of one of the new retaining walls is leaning forward severely. The developers' engineer has been notified, as well as the developer. City staff believes that no building permits should be issued for the affected lots until the problem is resolved. Several building permits for the construction of new homes have been issued for unaffected lots in Phase I. A 70' long portion of the leaning, concrete retaining wall was demolished on January 4th. Another portion was later torn down the following day. The developer has agreed to halt construction on the section being re-built until an engineer accesses the situation. There is no change in status on this item.

- **Rosewood Addition (Phase II)**

City staff continue to inspect the construction of the proposed infrastructure in the Phase II portion of the Rosewood Addition. This phase is 12 lots and includes drainage improvements, water, sewer, and concrete paving.

- **TxDOT Transportation Alternatives Project 2023**

A virtual meeting is scheduled with TxDOT for Thursday, March 16, 2023 to discuss the project scope, details, and limits. Sarah Johnson (FTW Project Coordinator) will be leading the meeting, along with Sarah Horner (TxDOT Engineer). Project budget, required right-of-way, potential utility relocations, and estimation of time needed to move the project to construction phase are some specific items that will be discussed.

- **City of Glen Rose Water Levels**

Prairielands Groundwater Conservation District provided data for the Glen Rose water well levels. The data is collected annually, at each of the five, active well sites, by the PGCD. At Well Site No.4 (Bryan Street), the old well is currently being utilized as a groundwater monitoring well.

The link below will direct you to the Texas Water Development Board's Water Data for Texas website to view the most up to date water level in the City of Glen Rose Well No.4 (PGCD-000192) monitoring well. This water well was not plugged so that the data could be collected and recorded. The replacement well is roughly 125' from the monitoring well. Sometimes that is reflected in the data, depending on the activity of the new well.

<https://www.waterdatafortexas.org/groundwater/well/3251105>

MONTHLY OPERATING REPORT

FOR PUBLIC WATER SYSTEMS THAT ARE USING GROUNDWATER SOURCES
OR ARE PURCHASING TREATED WATER FROM ANOTHER PUBLIC WATER SYSTEM

PUBLIC WATER
SYSTEM NAME:

City of Glen Rose

PWS ID No.:

2130001

Report for
the Month of:

Feb 2023

Number of Active Service
Connections this Month:

1337

Date	WATER PRODUCTION					Total Daily Production
	From Wells Directly to Distr.	From Wells to Storage Tanks	Purchased Water Directly to Distr.	Purchased Water into Storage	From SWTP or GWUDI Plant	
1		399		0		399
2		358		0		358
3		348		0		348
4		378		0		378
5		372		0		372
6		339		0		339
7		324		0		324
8		181		0		181
9		111		318		429
10		0		251		251
11		0		363		363
12		0		300		300
13		0		400		400
14		0		331		331
15		0		350		350
16		0		346		346
17		0		406		406
18		0		334		334
19		0		385		385
20		0		366		366
21		0		367		367
22		0		361		361
23		0		376		376
24		0		351		351
25		0		346		346
26		0		387		387
27		0		395		395
28		152		590		742
29						
30						
31						
Total		2962		7323		10285
Avg		105.7		261.5		367.3
Max		399		590		742
Min		111		251		181

Any additional information you wish to provide:

I certify that I am familiar with the information contained in this report and that, to the best of my knowledge, the information is true, complete, and accurate.

Operator's
Signature:

Sheldon Bybee

Date: 3-1-2023

Certificate No. and Class:

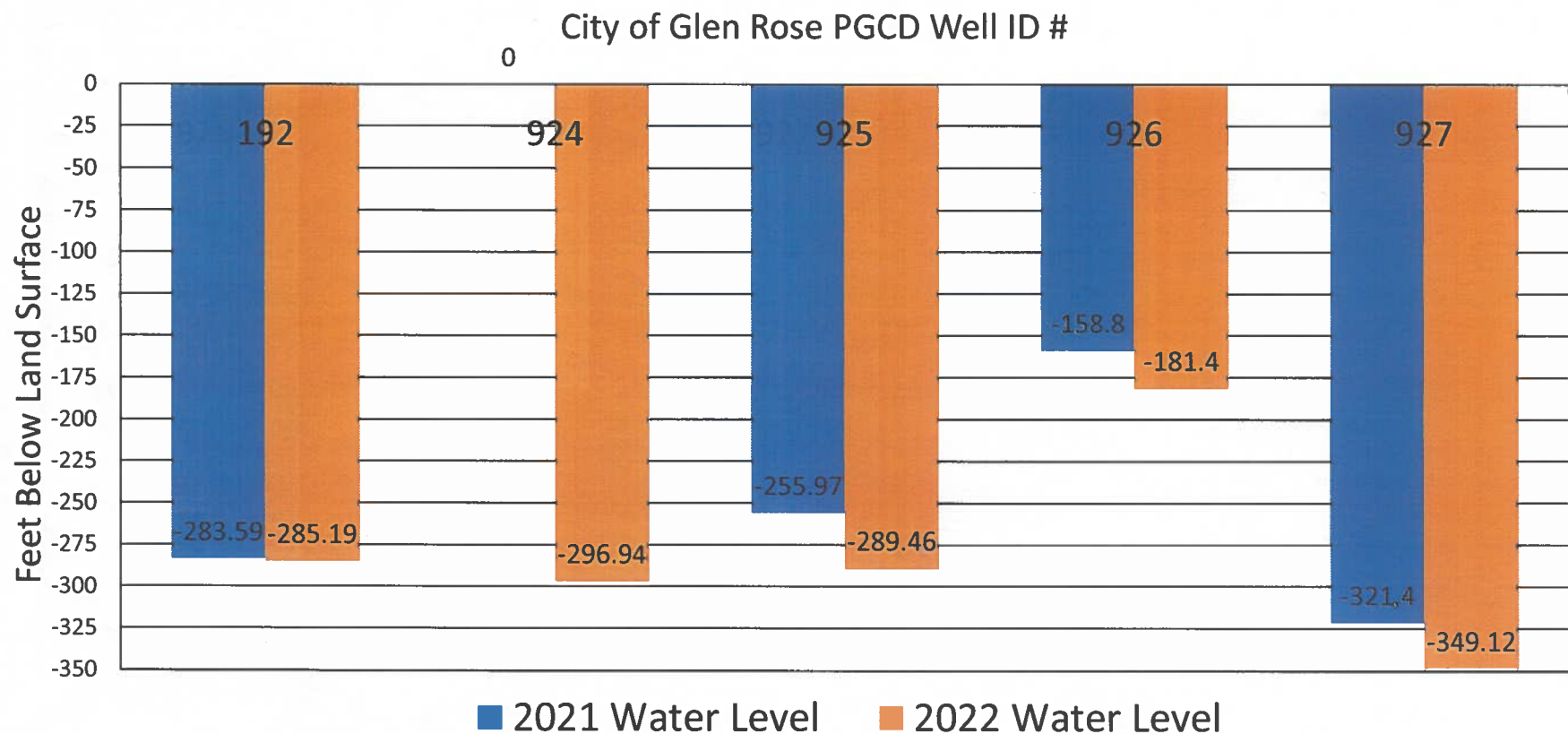
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City of Glen Rose Water Levels

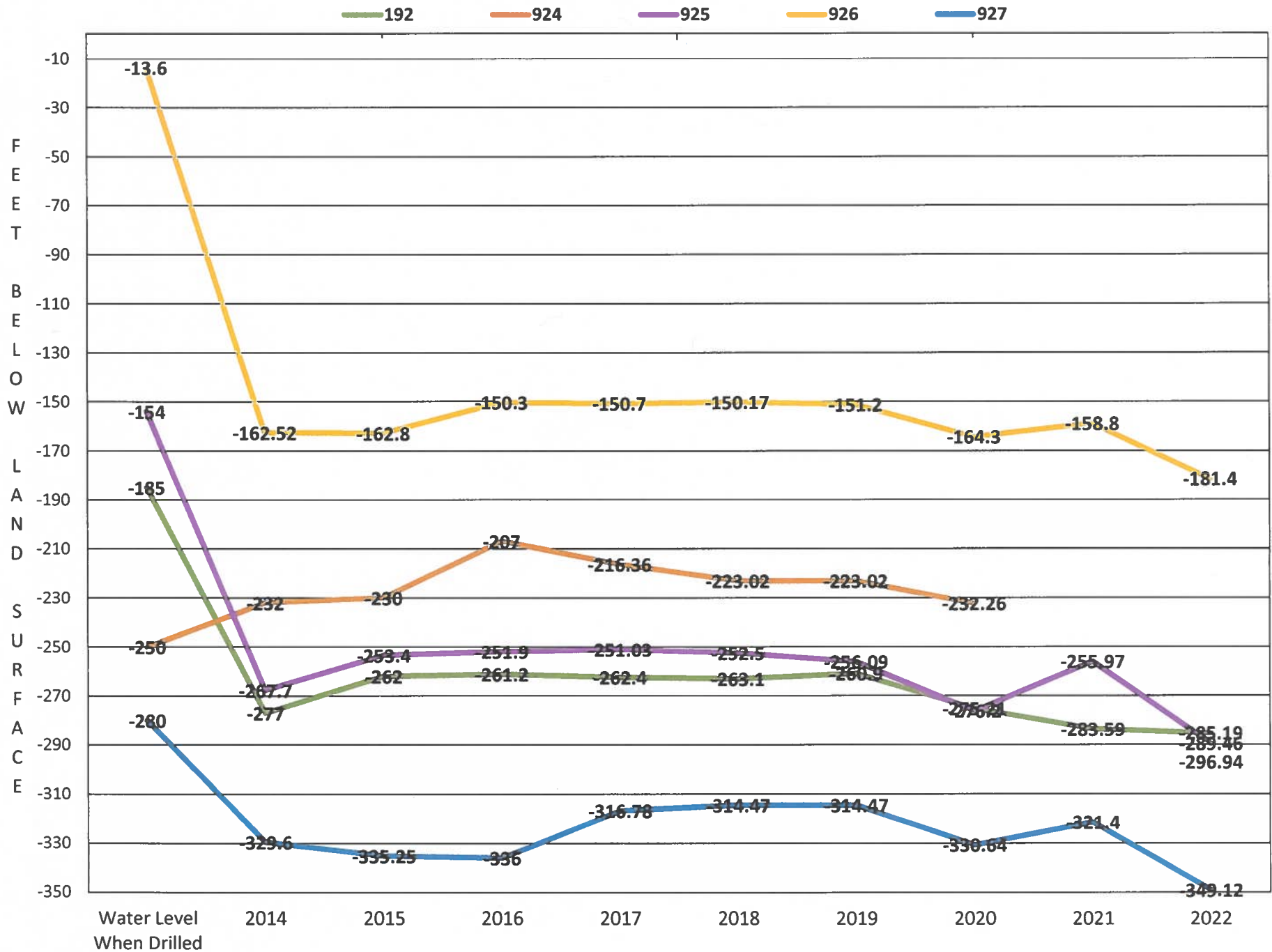
Item 27.

State Well ID	PCGD Well ID	Well Address	2021 Water Level	2022 Water Level	Method of Measurement	Static / Pumping Level	Aquifer	Total Well Depth	Pump Setting
3251105	192	South End of Bryan Street	-283.59	-285.19	E-Line	Static	Hosston	484	N/A
3251108	924	Paluxy Summit Rd	N/A	-296.94	Air Line	Static	Hosston	410	357
3250309	925	1104 Hereford Street	-255.97	-289.46	Sonic	Static	Hosston	472	359
3250304	926	305 East Elm street	-158.8	-181.4	Steel Tape	Static	Hosston	352	294
3242904	927	2850 County Road 301	-321.4	-349.12	Air Line	Static	Hosston	500	460



City of Glen Rose Well Measurements

Item 27.



State Well Number	3251105	3251108	3250309	3250304	3242904
PCGD Well ID #	192	924	925	926	927
Water Level When Drilled	-185	-250	-154	-13.6	-280
2014	-277	-232	-267.7	-162.52	-329.6
2015	-262	-230	-253.4	-162.8	-335.25
2016	-261.2	-207	-251.9	-150.3	-336
2017	-262.4	-216.36	-251.03	-150.7	-316.78
2018	-263.1	-223.02	-252.5	-150.17	-314.47
2019	-260.9	-223.02	-256.09	-151.2	-314.47
2020	-275.21	-232.26	-276.2	-164.3	-330.64
2021	-283.59		-255.97	-158.8	-321.4
2022	-285.19	-296.94	-289.46	-181.4	-349.12



POLICE DEPARTMENT REPORT

MEETING DATE: March 20, 2023

STAFF REPRESENTATIVE: Buck Martin, Chief of Police



City Of Glen Rose POLICE DEPARTMENT

201 NE Vernon St., Glen Rose, TX 76043
Phone: (254) 897-2272 Fax: (254) 897-7989

GLEN ROSE POLICE DEPARTMENT MONTHLY REPORT

- 02/01/23---1) City Closed for Inclement Weather.
2) Patrolled & Paperwork in Office.
3) Spoke w/Citizen Ref: Welfare Check on Subject—Contacted Weatherford Police Department Where Subject was possibly living.
- 02/02/23---1) City Closed for Inclement Weather.
2) Patrolled & Paperwork in Office.
- 02/04/23---1) Minor Accident 300 Blk NE Big Bend Trail.
2) Responded to G.R. Apartments to Assist Wrecker Service w/Ownership Issue of Vehicle.
3) Request from Texas Health Harris Methodist Hospital to Locate Family Member.
- 02/05/23---1) Paperwork in Office---Monthly Stats.
- 02/06/23---1) Traffic Detail @ Elm & Barnard AM & PM.
2) House-Watches.
- 02/07/23---1) Traffic Detail @ Elm & Barnard AM & PM.
2) House-Watches.
3) Met w/Complainant Ref: Fraudulent Use or Possession of Identifying Information.
4) Issued Two Dog @ Large Citations on King Arthur Court.
- 02/10/23---1) Traffic Detail @ Elm & Barnard AM & PM.
2) Welfare Check on Subject @ Glen Rose Inn & Suites.
3) House-Watches.
- 02/11/23---1) Texas Department of Family & Protective Services Case.
- 02/13/23---1) Attend City Council Meeting.
2) Assigned to Texas Department of Family & Protective Services Case.
- 02/14/23---1) Traffic Detail @ Elm & Barnard AM & PM.
2) House-Watches.
3) Minor Accident on F.M. 205.
4) Made Contact w/Owner of Damaged Property on F.M. 205 from Accident.
5) Spoke w/TxDot Ref: Sign replacement on F.M. 205.
6) Met w/Complainant @ Sheriff's Department Ref: Civil Standby Request.

- **02/15/23---1) Traffic Detail @ Elm & Barnard AM & PM.**
 - 2) Worked on Cases in Office.**
 - 3) Spoke w/Texas Department of Family & Protective Services Ref: Assigned Case.**
 - 4) Download Video from Dash & Body Camera.**
- **02/16/23---1) Traffic Detail @ Elm & Barnard AM.**
 - 2) Entered Data into Cop-Sync.**
- **02/21/23---1) House-Watches.**
 - 2) Spoke w/Complainant Ref: Driver's License Suspended.**
 - 3) Complaint of Vehicle Parked in a NO Parking Zone on Live Oak St. (citation issued).**
 - 4) Traffic Detail @ Elm & Barnard AM.**
 - 5) Responded to Waterfall Dr. for Report of Domestic Violence Issues.**
 - 6) Responded to C.R. 321 w/Deputies for Welfare Check on Female Subject.**
- **02/22/23---1) Traffic Detail @ Elm & Barnard AM.**
 - 2) House-Watches.**
 - 3) Responded to Pronto's Convenience Store Ref: Found Item.**
 - 4) Responded to G.R. Inn & Suites to Issue Criminal Trespass.**
 - 5) Responded to Welfare Check of Subject in Roadway on 56 N.**
- **02/23/23---1) Traffic Detail @ Elm & Barnard AM.**
 - 2) Vehicle Lockout on Glenwood St.**
 - 3) House-Watches.**
 - 4) Traffic Detail @ Mary Lynn & SW Barnard.**
 - 5) Out at Sheriff's Department for Paperwork.**
 - 6) Responded to Sheriff's Dept. for Stolen License Plate Report.**
 - 7) Traffic Control @ SW Big Bend & Jefferson (oversized truck hit wire).**
 - 8) Assigned to Texas Department of Family & Protective Services Case.**
- **02/24/23---1) Traffic Detail @ Elm & Barnard AM & PM.**
 - 2) Assigned to Texas Department of Family & Protective Services Case.**
 - 3) Funeral Escort.**
 - 4) Traffic Detail NE Barnard & Shepard then NE Barnard & College.**
 - 5) Took Report of Duty on Striking Unattended Vehicle @ Texaco Mighty Mart.**
 - 6) Assigned to Texas Department of Family & Protective Services Case.**
- **02/25/23---1) Spoke w/Complainant Ref: Fraudulent Activity/Scam.**
 - 2) House-Watches.**
 - 3) Assigned to Texas Department of Family & Protective Services Case.**
- **02/26/23---1) Responded to Attempt to Locate Suspect who Evaded Arrest on Foot after Domestic.**
 - 2) Assigned to Texas Department of Family & Protective Services Case.**

- **02/27/23---1) Traffic Detail @ Elm & Barnard AM & PM.**
 - 2) Responded to 7-11 Ref: Counterfeit Bill.**
 - 3) Attended Council Meeting.**
 - 4) Assigned to Texas Department of Family & Protective Services Case.**
- **02/28/23---1) Traffic Detail @ Elm & Barnard AM & PM.**
 - 2) Download Dash/Body Video, Worked on CPS Cases, Paperwork.**
 - 3) Responded to Alarm @ Bee Hive Café.**
 - 4) Responded to Somervell Apartments Speak w/Manager Ref: Trespass Request.**
 - 5) Issued a Criminal Trespass to Subject from Glen Rose Apartments.**
 - 6) Spoke w/Complainant Ref: Assault Report.**
 - 7) Duty on Striking a Structure Report @ Polished Dental.**

24 Citations (19 Speeding, 1 Unsafe Lane Change, 2 Dogs @ Large, 1 Parked in No Parking Zone, 1 No Insurance)

12 Written Warnings (10 Speeding, 1 Disregard Stop Sign, 1 Failed to Yield Right of Way)

0 Verbal Warnings

03/01/23
Chief Martin #800



GLEN ROSE POLICE DEPARTMENT MONTHLY REPORT

- **02/01/23---1) Inclement Weather/Emergency Calls Only.**

- **02/02/23---1) Inclement Weather/ Emergency Calls Only.**

- **02/03/23---1) Responded to an Open Door @ Residence on Hereford St.
2) Responded to a Criminal Trespass request on Sam Houston St.
3) Responded to a Welfare Check on Stadium Drive. Made contact**

- **02/08/23--- 1) Responded to a 2-car accident involving a school bus @Holden & Gaither.
2) Met with a citizen @La Quinta to perform a Vehicle Identification Number verification request.
3) Traffic detail @ Square-PM
4) Assisted GRISD with school bus inoperable in roadway @ 600 Blk NE BBT**

- **02/09/23--- 1) Traffic Detail @ Square. (am/pm)
2) Responded to a 2-car accident @ US 67 & N 144.
3) Responded to a motorist assist @ 300 Blk NE BBT.**

- **02/11/23--- 1) Paper work @ office.
2) Farmers Market Vendor check @ Square. All vendors displaying permit**

- **02/12/23----1) Paperwork @ Office.**

- **02/13/23--- 1) Traffic Detail @ Square. (am/pm)
2) Responded to a motorist assist @ US 67 & N 144
3) Responded to a motorist assist @ Cherokee Rose Nursing Home.
4) Responded to a disturbance @ Glen Rose Inn & Suites.
5) Paper work @ office.**

- **02/16/23----1) Paper work @ office.
2) Routine Patrol/ House watches
3) Traffic Detail @ Square. (pm).**

- **02/17/23---** 1) Traffic Detail @ Square (am)
2) Routine Patrol/ House watches.
3) Responded to a Reckless Driver on 67. Requested EMS for medical check.
4) Responded to a 911 hang up @ JR High Campus. Accidental/ All OK.
- **02/18/23---** 1) Farmers Market Vendor check @ Square. No vendors present.
2) Routine Patrol/ House watches.
- **02/20/23---** 1) Routine Patrol/ House watches.
2) Responded to a report of a Reckless Driver on Big Bend Trail (BBT)
3) Responded to a report of Theft on Spanish Oak Tr. No entry/ Nothing missing.
4) Spoke w/Citizen ref: suspicious male @ Shoo-Fly.
- **02/21/23---** 1) Traffic Detail @ Square (am).
2) Routine Patrol/ House watches.
- **02/25/23---** 1) Farmers Market Vendor check @ Square. All vendors displaying permit.
2) Routine Patrol/ House watches
3) Agency Assist/ Sheriff's Office- Drug Interdiction.
- **02/26/23---** 1) Routine Patrol/ House watches
2) Responded to a report of vandalism @ 800 Blk NE BBT.
2) Agency Assist Sheriff's Office / Responded to a disturbance in a vehicle on Gibbs Blvd.
3) Responded to a disturbance @ Somervell Apts.
4) Agency Assist Sheriff's Office / Perimeter Setup.
5) Agency Assist Sheriff's Office / Traffic Stop @ 1100 E US 67. Suspect from previous call fled on foot. Suspect apprehended off CR 333.

**14 Citations (7--Speeding, 1- Fail to Yield Right of Way, 1-Failure to Control Speed, 4-Expired Reg.
1- No Insurance)**

12 Verbal Warnings (10- Speeding, 1-Disregard Stop Sign, 1-Expired Reg.)

0 Written Warnings



PLANNING AND BUILDING DEPARTMENT REPORT

MEETING DATE: March 20, 2023

STAFF REPRESENTATIVE: Jodi Holthe, Administrative Assistant

City of Glen Rose

Permits **March 2023 Monthly Report**

Building Permits

<u>Permit Type</u>	<u>Sub Type</u>	<u>Address</u>	<u>Issue Date</u>	<u>Permit Fee</u>
<u>Building Permits</u>				
Building	Addition	304 Summit Ridge Dr	2/17/2023	\$ 250.00
Building	Fence	300 SW Big Bend Trail	2/7/2023	\$ 50.00
Building	Fence	608 SW Big Bend Trail	2/10/2023	\$ 50.00
Building	New	1413 NE Barnard	2/13/2023	\$2,875.00
Building	Repair	602 NE Barnard	2/6/2023	\$ 185.00
<u>Building Total</u>			<u>5</u>	<u>\$3,410.00</u>

Electrical

New		304 Summit Ridge Dr	2/17/2023	\$ 85.00
New		539 NE Big Bend Tr	2/22/2023	\$ 375.00
New		800 Hereford	2/07/2023	\$ 150.00
<u>Electrical Total</u>			<u>3</u>	<u>\$ 610.00</u>

Certificate of Occupancy

Certificate of Occupancy		1310 NE Big Bend Tr	2/10/2023	\$ 15.00
<u>Certificate of Occupancy Total</u>			<u>1</u>	<u>\$ 15.00</u>

Plumbing

Plumbing	New	1413 NE Barnard St	2/15/2023	\$ 177.00
Plumbing	Replace	111 Creekside Dr	2/03/2023	\$ 55.00
<u>Plumbing Total</u>			<u>2</u>	<u>\$ 232.00</u>

Sign

Sign	Permanent	1615 NE Big Bend Tr	2/21/2023	\$125.00
Sign	Permanent	300 SW Big Bend Tr	2/07/2023	\$100.00
Sign	Permanent	507 SW Big Bend Tr, Ste C	2/16/2023	\$ 25.00
Sign	Permanent	608 SW Big Bend Tr	2/10/2023	\$ 50.00
Sign	Temp Sign	1701 NE Big Bend Tr	2/17/2023	\$ 0.00
<u>Sign Total</u>			<u>5</u>	<u>\$300.00</u>
<u>All Permits Total</u>			<u>16</u>	<u>\$4,567.00</u>

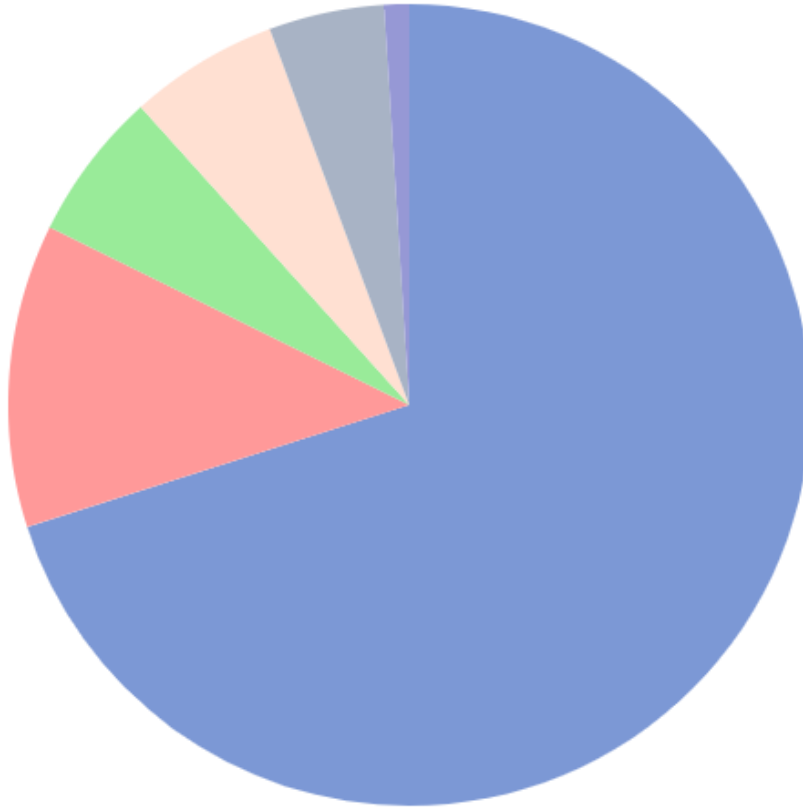
All Permits Total for February 2023 **16** **\$4,567.00**







Permits for February 2022 **36** **\$5,895.05**

Payments By Permit Type

Payment Date From: 2/01/2023

Payment Date To: 2/28/2023



Payments by Permit Type			
	Building	3,495	70.1%
	Electrical	610	12.2%
	Certificate of Occupancy	300	6.0%
	Sign Permit	300	6.0%
	Plumbing	232	4.7%
	P&Z	50	1.0%

Inspections

<u>Inspection Type</u>	<u>2023</u>	<u>2022</u>
Cert of Occupancy Inspection	12	2
Driveway Approach Inspection	2	0
Electrical Release	1	0
Electrical Rough	2	1
Final Building Inspection	4	4
Final Electrical Inspection	4	6
Final Fence	0	1
Final HVAC Inspection	4	4
Final IBF Inspection	8	0
Final Inspection	0	7
Final Plumbing Inspection	4	5
Foundation Inspection	0	3
Framing Inspection	2	1
Gas Line Inspection	2	4
HVAC Rough In	2	1
Initial Inspection	1	3
Insulation Inspection	2	2
Plumbing Rough-In	2	2
Plumbing Top-out	2	3
Temp Meter Loop	0	4
Sub-Standard Monthly	5	4
Violations	2	3
<u>Total</u>	<u>61</u>	<u>60</u>



CODE ENFORCEMENT AND ANIMAL CONTROL REPORT

MEETING DATE: March 20, 2023

STAFF REPRESENTATIVE: Christy Wilson, ACO

Animal Control Report

Enter from date: 02/01/2023

Enter to date: 02/28/2023

Animals In

Total Animals Brought In - Cat: 8

Total Animals Brought In - Dog: 29

Total Animals Brought In: 37

Total Animals Returned from Adoption - Dog: 1

Total Animals Returned from Adoption: 1

Total Animals In: 38

Animals Out

Total Animals Adopted - Dog: 13

Total Animals Adopted: 13

Total Animals Euthanized - Cat: 6 (5 Feral, 1 Medically Untreatable)

Total Animals Euthanized - Dog: 6 (5 Not Adoptable/Space, 1 Requested/Medically Untreatable)

Total Animals Euthanized: 12

Total Animals Fostered - Dog: 1

Total Animals Fostered: 1

Total Animals Reclaimed - Dog: 5

Total Animals Reclaimed: 5

Total Animals Transferred Out - Cat: 1

Total Animals Transferred Out - Dog: 3

Total Animals Transferred Out: 4

Total Animals Out: 35

Code Enforcement Report

Note: I had some free time and was able to go through old code cases that were still open and close out what I could, that is why there are so many closed cases.

FILE#	FILE STATUS	FILE OPEN DATE	FILE CLOSE DATE	FILE DESCRIPTION
23-000048	Open	02/16/2023		Roof falling in on one room of the house (300 Blk First St)
23-000049	Open	02/16/2023		Trash at the back of property (1000 Blk BBT)
23-000050	Open	02/16/2023		Trash on Property (500 Blk BBT)
22-000321	Open	07/19/2022		Tall grass and weeds, Debris and household items (700 Blk Webster) Second notice sent on February 6, 2023.
22-000511	Open	11/02/2022		Roof not anchored down and high grass (100 Blk Brigitte) Second notice sent on January 25, 2023. Owner called on 2/28/23 and reported she has a church group coming on 3/25/23 to work on fixing the roof on her house and some other issues that are at her house.
18-000289	Closed	09/19/2018	02/16/2023	Tall grass and weeds at intersection of NE Big Bend Trail and S. Gaither Street. (Corner in front of the Church of Christ) - TxDOT Property (Christy closed old case has been taken care of)
18-000290	Closed	09/19/2018	02/16/2023	Tall grass and weeds (1300 blk BBT Old case closed by Christy)
18-000293	Closed	09/25/2018	02/16/2023	trash, debris, standing water (extra open case on 500 blk Grace St.)
18-000302	Closed	09/21/2018	02/16/2023	grass and weeds over 8" tall (1600 BLK Texas DR Old case Closed by Christy)
18-000319	Closed	09/21/2018	02/16/2023	high grass and weeds over 8" tall (400 Blk Austin Old Case Completed Closed By Christy)
20-000008	Closed	01/09/2020	02/16/2023	Formal Complaint by citizen (Complaint was trash at old car wash. Closed by Christy)
20-000009	Closed	01/09/2020	02/23/2023	Furniture, mattresses & overflowing trash/failure to maintain grass and weeds on property and right-of-way causing hazardous traffic conditions (500 blk English) (closed did not see any issues currently at the property.)
20-000033	Closed	02/07/2020	02/16/2023	Citizen complaint - trash receptacles left on street beyond allowable collection hours (300 blk English Old case Closed by Christy)

20-000034	Closed	02/07/2020	02/16/2023	Grass & weeds over 8" high on property and adjacent right-of-way (200 blk Barnard St Old case Closed by Christy Old case Closed by Christy)
21-000094	Closed	04/23/2021	02/16/2023	Overgrown grass and weeds (700 Blk Webster Has a new case open Closing old Case)
21-000173	Closed	08/16/2021	02/16/2023	Roll off full of household debris left at location for several months. (Closing for lack of information and address)
21-000207	Closed	10/01/2021	02/16/2023	Allowing appliances to be displayed outdoors longer than 72 hours (closing for lack of address)
21-000208	Closed	10/01/2021	02/16/2023	Tall grass and weeds (1300 Barnard Old case Closed by Christy)
21-000212	Closed	10/01/2021	02/16/2023	Tall grass and weeds (100 Blk Lakeview Old case Closed by Christy)
21-000213	Closed	10/01/2021	02/16/2023	Tall grass and weeds (200 blk BBT Old case Closed by Christy)
21-000246	Closed	09/13/2021	02/16/2023	Stagnant water, weeds and other unwholesome conditions (1000 Blk Holden Old case Closed by Christy)
21-000263	Closed	04/27/2021	02/16/2023	Stagnant water, weeds and other unwholesome conditions (500 Blk Sam Houston Old case Closed by Christy)
21-000265	Closed	04/27/2021	02/16/2023	Stagnant water, weeds and other unwholesome conditions (500 Blk Franklin Old case Closed by Christy)
22-000302	Closed	06/30/2022	02/03/2023	Dead branches in yard (1100 Blk Wren Recently Completed)
22-000373	Closed	08/18/2022	02/23/2023	Abandoned / damaged sign (1400 Blk Big Bend Trail Recently Removed old sign after sending a Second notice in February)
22-000519	Closed	11/09/2022	02/13/2023	Limbs/ Trash on Property (1000 Blk NE Barnard completed once second notice was sent 1/16/23)
23-000011	Closed	01/16/2023	02/02/2023	Roll off not one of City Trash Companies (500 Blk Hereford)



CONVENTION AND VISITORS BUREAU REPORT

MEETING DATE: March 20, 2023

STAFF REPRESENTATIVE: Kelly Harris, Executive Director



FEBRUARY 2023

ADVERTISING

- Created and sent ad to AAA Magazine
- Worked with Native Texan on the Spring digital article about Glen Rose
- Wrote article for Texas Life Magazine
- Created and sent ad for Texas Highways Magazine
- Signed up for advertising in Bus Tours Magazine/Digital – created Ads
- Created Ad for Meet Texas Guide (Texas meeting places magazine)
- Updated Cvent for retrieval of RFPs for meeting spaces
- Received the link for the CNN show “Off the Beaten Path” featuring Glen Rose and posted on our social media <http://www.cnn.com/video/data/2.0/video/tv/2023/02/22/glen-rose-texas-dinosaurs-otpb-sproj.cnn.html>

MEETINGS

- CVB Group Meeting
- Lions Club
- Zoom Meeting with the Baymont Sales Rep. – Valerie Rios is the new sales rep for the new Baymont Hotel in Glen Rose. She wanted to meet about ways to get involved in the community and get Baymont name out there.
- HANK/KHITS meeting about partnering up on the Paluxy River Festival and the Good Old Boys Festival – They have sent us a proposal for both events to help get the word out there on both stations.
- Held a meeting with businesses with meeting spaces looking for midweek business – Pam Streeter led the meeting. There were discussions about how and who to go out for. The group has divided up duties to go out and locate possible weekday groups to contact.

SHOWS/PROMOS

- **LA Travel & Adventure Show** – The show went well. We ran out of material about an hour before show ended. We were the only Texas Booth. People were very interested in the Eclipse. Most people had seen the national coverage of the documented longest solo dinosaur track and were very interested in more information. Another huge draw was the fact that we are a Mom & Pop shop and restaurant location. The small town charm was a huge draw.
- Received promotional pens and bags
- Cancelled Destination Glen Rose/Somervell County Wedding Show (Not enough local participation) – This show was created to show off all that Glen Rose/Somervell County had to offer as a wedding destination. I had two shows last year. This year we did not have enough LOCAL participation to have the show.
- Signed up for the Texas Travel Summit (Travel Information Counselors)
- Accepted invite to set up at the Denison Travel Information Center Top Sights show
- Prepped for DFW RV Show

- Our partners at Chisholm Trail Outdoor Museum set up and promoted Glen Rose at the Army/Air Force series at THE DEPOT. We provided bags and info for her to hand out as well as our pop ups. This was a great opportunity since I was at another show.

Item 31.

GRANTS

- Received first grant application from Oakdale Park

Attached you will find the numbers from Pearl on calls, visitors, mail outs and calendar of events. Also you will find information and analytics from Social Media for February.

ANGELICA SMITH

PROGRESS REPORT

Item 31.

February 1, 2023 – February 28, 2023

The below report outlines progress made in my role which assists with marketing and event coordination at the Convention and Visitors Bureau for Somervell County.

PROGRESS:

CONVENTION AND VISITORS BUREAU OFFICE ASSIGNMENTS

❖ ON THE JOB TRAINING

- Monthly CVB Meeting
- Represented CVB at local meetings.

❖ MARKETING AND COMMUNICATION

- Finished proposal to Cushman National Meet to bring their 2025 event to Glen Rose.
- Set up meeting with Combat Veterans of Texas for potential 2025 state convention in Glen Rose.
- Set up meeting with Fiesta Charra/Vivid Vita Events to bring their Charreada to Glen Rose during September-Hispanic heritage month.
- Coordinating with Chip Adams from the Texas Music Office, Office of the Governor to become a Texas Music Friendly Community.

EVENT AND MARKETING COORDINATION

❖ PALUXY RIVER FEST (JUNE 2-3, 2023)

- Posted advertising on social media including Facebook, Instagram.
- Booked 20 multi-genre acts ranging from acoustic, to song-swap & full band performances.
- Along with the director, finalized negotiation for a partnership with KHITS & Hank FM.
- Working with local lodging to secure "Green Room" and riverside stage location.
- Along with the director, reaching out to state representatives and other local officials to judge the Catfish cook-off.
- Coordinating with the State to use this event as our Texas Music Friendly Community celebration and presentation of the certificate by state officials.

EVENT AND MARKETING COORDINATION (CONTD.)

❖ GOOD OLD BOYS FESTIVAL (AUGUST 25-27, 2023)

- Secured Triple T Amusements for event
- Formed committee to delegate tasks for activities and operations.
- Contacting Texas whiskey distilleries for whiskey walk.

- Collaborating with local business for in-kind partnership on entertainment.
- Along with the director, finalized negotiation for a partnership with KHITS & Hank FM
- Along with the director, reaching out to state representatives and other local officials to judge the BBQ cook-off.

❖ QUESO COOK OFF (May 5th, 2023)

- Created sign-up form for participants
- Created Graphics for advertising
- Distributed forms to local restaurants

❖ SOMERVELL COUNTY RODEO (April 28-29, 2023)

- Booked bands for Friday and Saturday night "Rodeo After Party" sponsored by the Glen Rose/Somervell County CVB

PLANS:

EVENT AND MARKETING COORDINATION

❖ PALUXY RIVER FEST (JUNE 2-3, 2023)

- Continue marketing and event coordination.
- Follow up with contacts to assure event success.
- Firm up schedule of events with involved parties.
- Collaborate with local businesses and event participants.
- Collect bids for stage & production rental
 - Reach out to GRISD and see if they have any students that can run equipment.

❖ GOOD OLD BOYS FESTIVAL (AUGUST 25-27, 2023)

- Continue marketing and event coordination.
- Follow up with contacts to assure event success.
- Promote sponsorship of event.
- Firm up schedule of events with involved parties.

EVENT AND MARKETING COORDINATION (CONTD.)

- Collaborate with local businesses and event participants.
- Secure corporate sponsorships.
- Firm up branding on GOBF to secure this as the signature event of GR/Somervell County.

ISSUES AND CONCERNS:

- ❖ **VOLUNTEERS** - Potential challenge to obtain adequate number of volunteers for future events, as evidenced by prior events.
- ❖ **FUNDING** - Securing funding for entertainment at both Paluxy River Fest & Good Old Boys Festival.

CITY	2021-22	10/22	11/22	12/22	1/23	2/23
080-440-430						
KHITS	5,000			4808		
K FM	8,000		6500			
	13,000					
080-440-431						
TML Booth	\$450					
Travel & Adventure	\$11,000					
Houston Wedding Show	\$700					
Irving Wedding Show	\$700				250	
Dallas Wedding Show	\$900					
	\$13,750					
080-440-434						
AJR Media (TX Monthly/etc)	\$7,000					
TX Dept Travel	\$4,400					
TX Hwys	\$10,800					
BarZ	\$7,500					
Texas Life	\$4,500					
USA Today	\$6,500					
YOLO	\$5,000					
Magazine	\$15,000					
	\$60,700					
080-449-102						
Director	\$63,000	2423.08	4846.16	4846.16		4846.16
Coordinator/Specialist	\$77,195	2692.31	7096.09	2307.7		
Part Time	\$5,000	192	1288	3196		384
SS	\$11,000	403.23	1202.02	842.19		827.76
Insurance	\$29,500	36	3719.76	1859.88		2786.82
Retirement	\$22,000	847.32	2525.9	1768.99		1757.89
Workers Comp	\$1,000					193.92
	\$208,695					
080-449-310						
Postage	\$10,000	79.47		8.1		53.52
080-449-401						
Texas Prehistoric Trail Dues	\$500					
THLA Memberships	\$6,800					
TTA Dues	\$500					
GR Reporter	\$35					
	\$7,835					
449-401						
TTA	\$500					
TACVB	\$600					
Tourism College	\$3,000					
	\$4,100					

Item 31.

080-449-435							
Printing	\$1,000						
	\$1,000						
000-449-453							
Comp Maint	\$2,000				16.23		16.23
	\$2,000						
Grants							
	\$15,000						
	\$15,000						
			6673.41	27177.93	19653.25		20339.65
Need account number							
HOT Authorized projects	\$50,000						
	\$386,080						
Revenues					16,097.35		21627.49

FEBRUARY SOCIAL MEDIA STATS

Explore Glen Rose Stats

FB page reach	Instagram page reach
11,834 + 29.7 %	400 + 7.2%
FB page followers	Instagram followers
6,923	835
FB Visits	Instagram Visits
1,017 + 19.2%	33 + 94.1%
FB New Likes	Instagram New Likes
23 + 91.7%	6 - 45.5%

Somervell County Texas Stats

FB page reach	Instagram page reach
11,763 + 36.9%	38 - 29.6%
FB page followers	Instagram followers
3933	711
FB Visits	Instagram Visits
1136 + 37.7%	8 + 60%
FB New Likes	Instagram New Likes
21 + 61.5	3 + 200%

Total:

Austria, Algeria, United Kingdom

Total:

Texas 68 Out of State 69

MARCH

Item 31.

Calendar of Events

Dinosaur Valley State Park

March 4,5,10,11,12,13,14,15,16,17,18,19,25,26 Track Talk 10:00AM-3:00PM
 March 4 Bird Walk 2:00PM
 March 5, 10, 18, Allat! 2:00PM
 March 10, 16 Water Education Trailer All Day
 March 10, 17 Fish With A Ranger 10:00-12:00PM Night Bugs 8:00PM
 March 11 Overlook Hike 11:00-1:00PM Junior Ranger Academy 2:00 Star Party 8:00PM
 March 12 Monarch Migration Game 11:00AM-1:00PM Dino Detectives 2:00PM
 March 13 Snack Safety 2:00PM
 March 15 Edible Plant Hike 2:00PM
 March 16, 18 Limestone Ledge Hike 10:00AM Archery 1:00PM-3:00PM
 March 17 Skin and Skulls 1:00PM-3:00PM Dark Skies 8:00PM

Downtown

SHOP OUR HISTORIC DOWNTOWN SQUARE

Fossil Rim Wildlife Center

March 13-17 Spring Break---Week 1 8:00 AM-4:30 PM

Barnards Mill

March 8 Women of Somervell County History Luncheon (reservation only)
 March 18 Luck of the Irish Feast 6:00PM-9:00PM
 March 11-12 Out of the Dark 4th Annual Yard Sale 8:00AM-2:00PM

Somervell County Expo Center

March 1,8,15 Expo Barrel Jackpot For Time Call (254)897-4509
 March 2 Big League Barrel Race All Day Event
 March 4-5 BRAT Barrel Race Call For Times
 March 18, 19 Ft. Worth Dressing Club All Day Event
 March 25, 26 RSNC All Day Event
 March 29, 30, 31 Finals/Harpers Heroes All Day Event

The Chisholm Trail Museum

March 3-4 Texas Independence Day Celebration 8:00AM-5:00PM

The Promise

March 31 The Promise of the Passover Gates open at 6:30PM
 April 2, 7, 8



CITY SECRETARY'S REPORT

MEETING DATE: February 13, 2022

STAFF REPRESENTATIVE: Staci L. King, City Secretary

City of Glen Rose
City Secretary's Office
February 2023 Staff Report

City Secretary

1. Council Meetings – Packets, Posting, Packets – February 13 and 27
2. Public Information Requests – Received, assigned, and reviewed – 4
3. Worked with CivicPlus/Municode on the website redesign project
4. Worked with BizProtec on email and Google Drive migration
5. Met with Auditors from TWDB
6. Attended two webinars – TABC and Insurance benefits

Deputy City Secretary

1. Processed payroll
2. Submitted monthly payroll reports TMRS and HSA.
3. Processed payments to vendors
4. Reconciled bank accounts for TexPool and TexStar.

Municipal Court

1. Processed citations and associated payments and paperwork.
2. Answered phone calls, processed utility payments, helped to create new water accounts.
3. Answered calls regarding trash service change-over

Utility Billing

1. Answered and redirected phone calls to different departments.
2. Processed water and citation payments.
3. Processed paperwork for new water accounts and for closed water accounts.
4. Submitted ACH files for bank drafts of water payments.
5. Made courtesy calls to citizens who were on the cut-off list for non-payment.
 - a. 145 late penalties
 - b. 80 called prior to disconnect
 - c. 18 disconnect fees applied
 - d. 10 disconnected
6. Answered calls regarding trash service change-over