



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, May 07, 2024 at 5:30 PM

AGENDA

CALL TO ORDER

PLEDGES OF ALLEGIANCE

INVOCATION

CITIZENS GENERAL DISCUSSION

REGULAR AGENDA

[Consider](#) Approval of Mural on City Owned Property

[Consider](#) Approval of Resolution Renaming Harbin Drive

PUBLIC HEARING

The City Council of the City of Stephenville is Considering the Voluntary Annexation of a Property in Response to a Petition Requesting Annexation by Area Landowners for a Tract of Land, being 92.159 Acres in the Menefee Jarrett Survey, Abstract No. A0520 Located within the City's Extraterritorial Jurisdiction

[Consider](#) Approval of Ordinance Annexing a 92.159 acre tract of land in the Jarrett Menefee Survey, Abstract No. A0520, located within the City's Extraterritorial Jurisdiction

[Consider](#) Approval of Release of Pipeline Easement and 20 Foot Sanitary Sewer Easement in William Motley Survey, Abstract 515 of City of Stephenville, Erath County, Texas

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

1. CASE NO.: RZ2024-003

Applicant Chad Williams is Requesting a Rezone of Property Located at 1709 W. Groesbeck, Parcel R33605, being BLOCK 8, LOT 19 of the South Side Addition to the City of Stephenville, Erath County, Texas from Industrial (IND) to Single Family Residential District (R-1.5)

2. PUBLIC HEARING

Case No.: RZ2024-003

- 3.** Consider Approval of an Ordinance Rezoning the Property Located at 1709 W. Groesbeck, Parcel R33605, being BLOCK 8, LOT 19 of the SOUTH SIDE ADDITION to the City of Stephenville, Erath County, Texas from Industrial (IND) to Single Family Residential District (R-1.5)

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, Chair

- 4.** Tourism and Visitors Bureau Committee Report from April 16, 2024

- [5.](#) Consider Approval of National Rambouillet Show HOT Funds Application
- [6.](#) Consider Approval of Stephenville Music Club's Joyful Noise Gospel Music Fest HOT Funds Application

PARKS AND LEISURE SERVICES COMMITTEE

Lonn Reisman, Chair

- [7.](#) Parks and Leisure Services Committee Report from April 16, 2024
- [8.](#) Consider Approval of Landscape Architecture Agreement with La Terra Studio

PUBLIC WORKS COMMITTEE

Mark McClinton, Chair

- [9.](#) Public Works Committee Report for April 16, 2024
- [10.](#) Consider Approval of Professional Services Amendment for Landfill Limited Scope Permit Amendment
- [11.](#) Consider Approval of Median Improvements Along Harbin Drive

FINANCIAL REPORTS

Monica Harris, Director of Finance

- [12.](#) Monthly Budget Report for the Period Ending March 31, 2024
- [13.](#) Quarterly Investment Report for the Period Ending March 31, 2024

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

CONSENT AGENDA

- [14.](#) Consider Approval of Regular City Council Minutes from April 2, 2024
- [15.](#) Consider Approval of Public Safety Radio System Maintenance Service Agreement
- [16.](#) Consider Approval of Consulting Agreement with HUB International

GENERAL ELECTION

- 17. Comments from Outgoing Council Members
- 18. Canvass Results of the May 4, 2024 General Election
- 19. Consider Approval of a Resolution Canvassing the Returns and Declaring the Results of the May 4, 2024 General Election
- 20. Administer Oaths of Office to Newly Elected Council Members
- 21. Comments from Newly Elected Council Members
- 22. Election of Mayor Pro-Tem

COMMENTS BY CITY MANAGER

COMMENTS BY COUNCIL MEMBERS

EXECUTIVE SESSION

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

- 23. Section 551.071 Consultation with Attorney** - to Consult Over a Pending or Contemplated Litigation in Westgate Addition

24. Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **S2600 CITY ADDITION**

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

ADJOURN

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

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.





Office of the President
Tarleton State University

April 30, 2024

Mayor Doug Svien
Stephenville City Council
200 South Belknap Street
Stephenville, Texas 76401

Subject: Request to Rename Harbin Drive to University Drive

Dear Mayor Svien and Members of the City Council,

In conjunction with our 125th anniversary and as completion of the street expansion and beautification draws near, Tarleton State University would like to propose changing the name of Harbin Drive to University Drive.

Renaming the street to University Drive will better reflect the university's presence and enhance the area's overall identity. We believe the change will reflect the area's revitalization as a main thoroughfare for our athletic venues and future hotel, and improve clarity and navigation for visitors to Stephenville and the university from both the south and north loop.

As we've discussed, we're sensitive to the need to honor the important legacy of the Harbin family with signage, and fully support that effort.

Our joint investment in renovating the street to accommodate increased traffic and upgrade sidewalks symbolizes our continued partnership to grow together. I believe that this renaming will be a positive change for both the city and the university.

Thank you for your time and consideration.

Sincerely,

Dr. James Hurley
President

RESOLUTION NO. 2024-R-_____

**A RESOLUTION AUTHORIZING THE RENAMING OF
HARBIN DRIVE TO UNIVERSITY DRIVE**

WHEREAS, the City of Stephenville, Texas was established in 1889; and

WHEREAS, John Tarleton College opened in 1899 in Stephenville, Texas; and

WHEREAS, changing names in 1917 to John Tarleton Agricultural College, in 1949 to Tarleton State College, and finally in 1973 to Tarleton State University; and

WHEREAS, Tarleton State University has been a mainstay in the Stephenville community for 125 years; its traditions rooted in the character and culture of this Cross Timbers region; and

WHEREAS, Harbin Drive serves as the main thoroughfare for Tarleton’s athletic venues and future hotel, and improves clarity and navigation for visitors to Stephenville and the university from both the south and north loop;

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

1. That the City of Stephenville City Council hereby renames Harbin Drive to University Drive. Street placards shall be replaced with the adopted name and notice shall be given to property owners along such streets of the official change.
2. It is hereby found and determined that the meeting at which this resolution was adopted was open to the public as required by law and notice of time, place, and purpose of said meeting was given required by Chapter 551, Texas Government Code.
3. That this resolution shall take effect immediately upon its adoption.

PASSED and APPROVED this 7th day of May 2024.

Doug Svien, Mayor

Attest:

Sarah Lockenour, City Secretary

Reviewed by Jason King,
City Manager

Approved as to form and legality by
Randy Thomas, City Attorney

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF STEPHENVILLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Stephenville, Texas, the following described territory, to wit:

BEING a 92.159 acre (4,014,427 square foot) tract of land situated in the Jarrett Menefee Survey, Abstract No. 520, Erath County, Texas, and being a portion of the called 94.85 acre tract of land described in the deed to Southwestern Pidgeon Road, LLC recorded in Document No. 2023-00119 of the Official Public Records of Erath County, Texas, said 92.159 acre (4,014,427 square foot) tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "RPLS 1983" found for the east corner of said 94.85 acre tract of land, said 1/2 inch iron rod with cap stamped "RPLS 1983" also being in the southwesterly right-of-way line of State Highway 108 (variable width right-of-way);

THENCE South 59 degrees 39 minutes 09 seconds West, with the southeasterly line of said 94.85 acre tract of land, a distance of 2,252.28 feet to a point for corner in South Fork North Bosque River;

THENCE Northwesterly with the said South Fork North Bosque River and departing the said southeasterly line of 94.85 acre tract of land, the following five (5) calls:

North 69 degrees 15 minutes 03 seconds West, a distance of 144.08 feet to a point for corner;

South 86 degrees 05 minutes 46 seconds West, a distance of 149.46 feet to a point for corner;

South 79 degrees 57 minutes 56 seconds West, a distance of 107.09 feet to a point for corner;

South 71 degrees 15 minutes 18 seconds West, a distance of 144.82 feet to a point for corner;

South 48 degrees 20 minutes 09 seconds West, a distance of 196.29 feet to a point for corner in the southwesterly line of said 94.85 acre tract of land;

THENCE North 33 degrees 58 minutes 15 seconds West, with the said southwesterly line of 94.85 acre tract of land, a distance of 380.50 feet to a 60d Nail found for corner;

THENCE North 29 degrees 48 minutes 43 seconds West, with the southwesterly line of said 94.85 acre tract of land, a distance of 1,652.21 feet to a point for the west corner of said 94.85 acre tract of land;

THENCE North 59 degrees 41 minutes 08 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 751.98 feet to a 3/8 inch iron rod found for the most westerly north corner of said 94.85 acre tract of land;

THENCE South 55 degrees 50 minutes 31 seconds East, with a northeasterly line of said 94.85 acre tract of land, a distance of 1,101.45 feet to a 1/2 inch iron rod found for corner;

THENCE North 59 degrees 16 minutes 31 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 169.68 feet to a 1/2 inch rod found for corner;

THENCE South 30 degrees 17 minutes 13 seconds East, with a northeasterly line of said 94.85 acre tract of land, a distance of 416.73 feet to a 1/2 inch iron rod found for corner;

- THENCE** North 59 degrees 08 minutes 49 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 1,094.79 feet to a point for corner;
- THENCE** North 42 degrees 50 minutes 41 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 254.42 feet to a 3/8 inch iron rod found for the most easterly north corner of said 94.85 acre tract of land, said 3/8 inch iron rod also being in the southwesterly right-of-way line of Farm to Market Road 2303 (variable width right-of-way);
- THENCE** South 54 degrees 46 minutes 01 second East, with the common northeasterly line of said 94.85 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 2303, a distance of 58.79 feet to a 3/8 inch iron rod found for the beginning of a non-tangent curve to the left having a radius of 528.30 feet, a central angle of 41 degrees 00 minutes 09 seconds, and a chord that bears South 74 degrees 47 minutes 13 seconds East, a chord distance of 370.05 feet;
- THENCE** Southeasterly, with the common northeasterly line of said 94.85 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 2303, and with said non-tangent curve to the left, an arc length of 378.07 feet to a 1/2 inch iron rod with cap stamped "RPLS 1983" found for corner;
- THENCE** South 68 degrees 53 minutes 07 seconds East, with the common northeasterly line of said 94.85 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 2303, a distance of 283.01 feet to a 1/2 inch iron rod with cap stamped "RPLS 1983" found for the intersection of the southwesterly right-of-way line of said Farm to Market Road 2303 with the southwesterly right-of-way line of said State Highway 108;
- THENCE** South 29 degrees 48 minutes 32 seconds East, with the common northeasterly line of said 94.85 acre tract of land and southwesterly right-of-way line of said State Highway 108, a distance of 95.04 feet to a point for corner;
- THENCE** South 60 degrees 10 minutes 15 seconds West, with the common northeasterly line of said 94.85 acre tract of land and southwesterly right-of-way line of said State Highway 108, a distance of 50.00 feet to a 1/2 inch iron rod with cap stamped "RPLS 1983" found for corner;
- THENCE** South 40 degrees 03 minutes 42 seconds East, with the common northeasterly line of said 94.85 acre tract of land and southwesterly right-of-way line of said State Highway 108, a distance of 281.67 feet to the **POINT OF BEGINNING** and containing 4,014,427 square feet or 92.159 acres of land.

**MUNICIPAL SERVICES AGREEMENT
BETWEEN
THE CITY OF STEPHENVILLE, TEXAS
AND
SOUTHWESTERN PIGEON ROAD, LLC**

This Municipal Services Agreement (“Agreement”) is entered into on the 30th day of April, 2024, by and between the City of Stephenville, Texas, a home-rule municipality of the State of Texas (“City”), and Southwestern Pigeon Road, LLC (“Owner”).

WHEREAS Texas Local Government Code Section 43.0671 permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the city services to be provided for the property on or after the effective date of annexation; and

WHEREAS Owner owns certain parcels of land situated in Erath County, Texas, which consists of approximately 92.16 acres in the Menefee Jarrett Survey, Abstract No. A0520 located within the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A, attached and incorporated herein by reference (“Property”); and

WHEREAS Owner has filed a written request with the City for full-purpose annexation of the Property; and

WHEREAS City and Owner desire to set out the City services to be provided for the Property on or after the effective date of the annexation; and

WHEREAS the annexation of the Property is subject to approval by the City Council of the City.

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This agreement is only applicable to the Property, which is the subject of the annexation request as described in Exhibit A.
2. **INTENT.** It is intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.**
 - a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation shall be in accordance with applicable City ordinances, rules, regulations, and policies.

- i. FIRE AND EMERGENCY MEDICAL SERVICES. The City's Fire Department will provide fire protection and emergency medical services.
 - ii. POLICE. The City's Police Department will provide protection and law enforcement services.
 - iii. PLANNING, ZONING, AND BUILDING. The City's Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - iv. STREETS. The City's Public Works Department will maintain the public streets over which the City has jurisdiction.
 - v. WATER AND WASTEWATER.
 - 1. Water services will be extended in accordance with the City's Comprehensive Master Plan and Section 155.6.13 *Water Utility* of the City's Subdivision Ordinance. The City shall be responsible for oversize participation in accordance with Section 155.6.12 *Utility Policy* of the City's Subdivision Ordinance. The oversize participation cost to the City shall be no more than \$0.00.
 - 2. Wastewater services will be extended in accordance with the City's Comprehensive Master Plan and Section 155.6.14 *Wastewater Utility* of the City's Subdivision Ordinance. The City shall be responsible for oversize participation in accordance with Section 155.6.12 *Utility Policy* of the City's Subdivision Ordinance. The oversize participation cost to the City shall be no more than \$0.00.
 - vi. SOLID WASTE SERVICES. The City will provide solid waste collection services in accordance with existing City contracts.
 - vii. CODE COMPLIANCE. The City's Code Compliance Department will provide education, enforcement, and abatement relating to code violations within the Property.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - c. Owner understands and acknowledges that the City departments listed may change names or be reorganized by the City Manager or City Council. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
- 4. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction and subject to the approval of the City Council.

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

BEING a 92.159 acre (4,014,427 square foot) tract of land situated in the Jarrett Menefee Survey, Abstract No. 520, Erath County, Texas, and being a portion of the called 94.85 acre tract of land described in the deed to Southwestern Pidgeon Road, LLC recorded in Document No. 2023-00119 of the Official Public Records of Erath County, Texas, said 92.159 acre (4,014,427 square foot) tract of land being more particularly described by metes and bounds as follows:

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THENCE South 59 degrees 39 minutes 09 seconds West, with the southeasterly line of said 94.85 acre tract of land, a distance of 2,252.28 feet to a point for corner in South Fork North Bosque River;

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NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby attests that this survey was completed under my direct supervision and represents an actual survey performed on the ground.



SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6432
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
shaun.piepkorn@kimley-horn.com



EXHIBIT "A"
92.159 ACRES
JARRETT MENEFEE SURVEY
ABSTRACT NO. 520
CITY OF STEPHENVILLE ETJ
ERATH COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10134040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GRTW	SMP	4/26/2024	061348000	1 OF 4

LEGAL DESCRIPTION (CONTINUED)

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NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby attests that this survey was completed under my direct supervision and represents an actual survey performed on the ground.

Shaun Piepkorn
 SHAUN MARVIN PIEPKORN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6432
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
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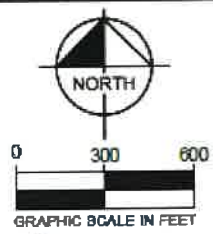
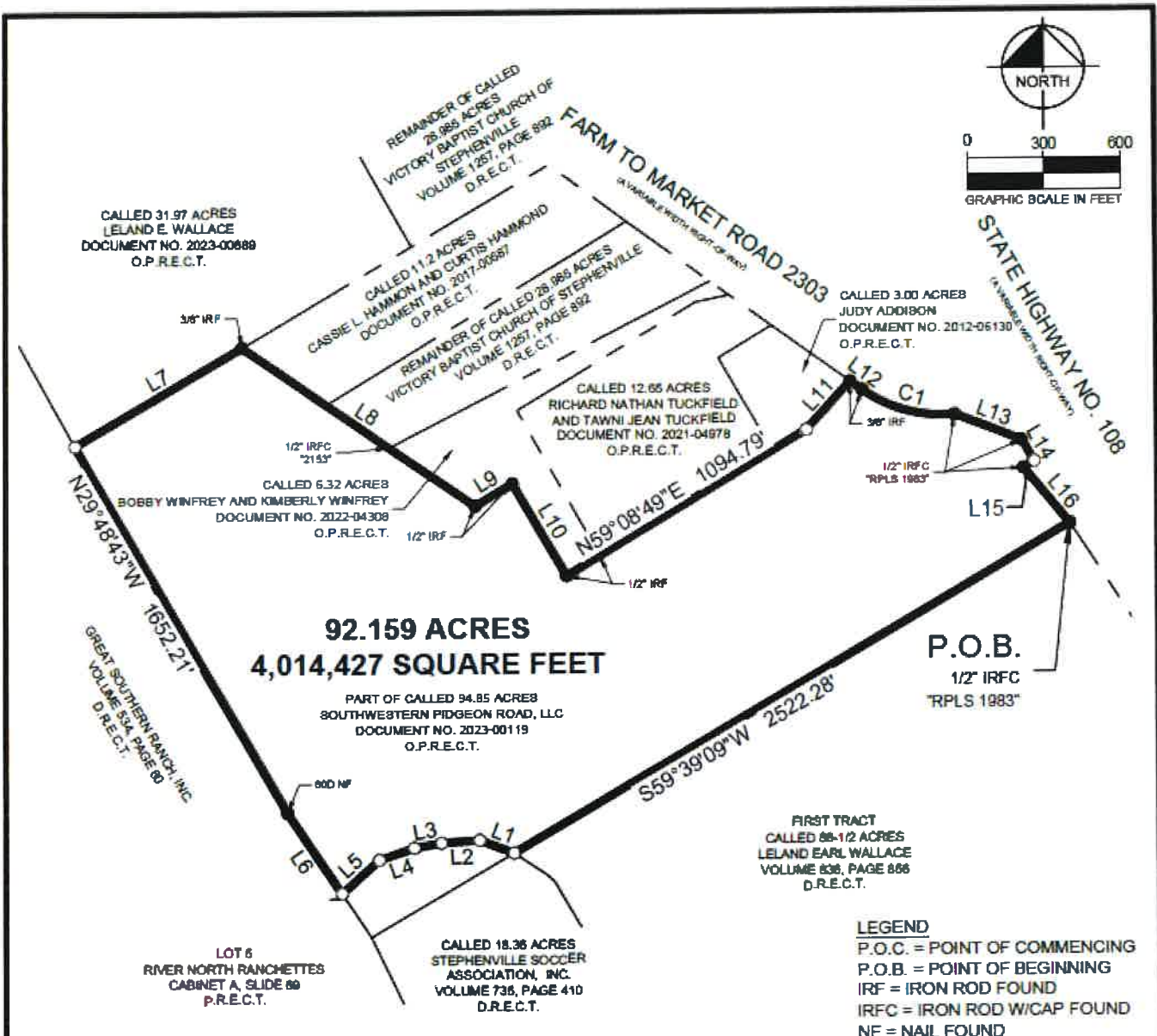


EXHIBIT "A"
92.159 ACRES
JARRETT MENELEE SURVEY
ABSTRACT NO. 520
CITY OF STEPHENVILLE ETJ
ERATH COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GRW	SMP	4/26/2024	061340000	2 OF 4



NOTES
 Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
 A metes and bounds description of even survey date herewith accompanies this survey plat.
 The undersigned, Registered Professional Land Surveyor, hereby attests that this survey was completed under my direct supervision and represents an actual survey performed on the ground.

LEGEND
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRF = IRON ROD FOUND
 IRFC = IRON ROD W/CAP FOUND
 NF = NAIL FOUND

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EXHIBIT "A"
 92.159 ACRES
 JARRETT MENELEE SURVEY
 ABSTRACT NO. 520
 CITY OF STEPHENVILLE ETJ
 ERATH COUNTY, TEXAS

Kimley»Horn
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FRM # 10134040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	GRW	SMP	4/25/2024	051340000	3 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N69°15'03"W	144.08'
L2	S86°05'46"W	149.46'
L3	S79°57'56"W	107.09'
L4	S71°15'18"W	144.82'
L5	S48°20'09"W	196.29'
L6	N33°58'15"W	380.50'
L7	N59°41'08"E	751.98'
L8	S55°50'31"E	1101.45'

LINE TABLE		
NO.	BEARING	LENGTH
L9	N59°16'31"E	189.68'
L10	S30°17'13"E	416.73'
L11	N42°50'41"E	254.42'
L12	S54°46'01"E	58.79'
L13	S68°53'07"E	283.01'
L14	S29°48'32"E	95.04'
L15	S60°10'15"W	50.00'
L16	S40°03'42"E	281.67'

CURVE TABLE					
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	528.30'	41°00'09"	S74°47'13"E	370.05'	378.07'

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby attests that this survey was completed under my direct supervision and represents an actual survey performed on the ground.



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 CITY OF STEPHENVILLE ETJ
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N/A	GRW	SMP	4/26/2024	051340000	4 OF 4

WILLIS, REN 4/29/2024 12:47 PM \\KIMLEY-HORN\CN_FTWF\TWSURVEY\051340000-JRL ARCHITEXAB STEPHENVILLE MFD\DWG\EASEMENT\061340000-ANNEXATION EXHIBIT.DWG

ORDINANCE NO. 2024-O-xx

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF STEPHENVILLE, ERATH COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY.

WHEREAS, on April 30, 2024, the City of Stephenville received a petition requesting voluntary annexation by the landowner for 92.159 Acres in the Menefee Jarrett Survey, Abstract No. 520 (“Exhibit A”); and

WHEREAS, the City of Stephenville and the property owner negotiated and executed a Municipal Services Agreement (“Exhibit B”) on April 30, 2024; and

WHEREAS, the procedures prescribed by the Charter of the City of Stephenville, Texas, and the laws of this state have been duly followed with respect to the following described territory, recorded in the Official Public Records of Erath County, and that territory’s metes and bounds being attached as part of “Exhibit B.”

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Stephenville, Texas:

SECTION 1.

The above-described property is hereby annexed to the City of Stephenville, Erath County, Texas, and that the boundary limits of the City of Stephenville are hereby extended to include said territory within the city limits of the City of Stephenville. The same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Stephenville and they shall be bound by the acts, ordinances, resolutions, and regulations, of said city.

SECTION 2.

The City Secretary is hereby directed to file with the County Clerk of Erath, Texas, a certified copy of this ordinance.

PASSED AND APPROVED this 7th day of May, 2024.

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason King,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

EXHIBIT A

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF STEPHENVILLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Stephenville, Texas, the following described territory, to wit:

BEING a 92.159 acre (4,014,427 square foot) tract of land situated in the Jarrett Menefee Survey, Abstract No. 520, Erath County, Texas, and being a portion of the called 94.85 acre tract of land described in the deed to Southwestern Pidgeon Road, LLC recorded in Document No. 2023-00119 of the Official Public Records of Erath County, Texas, said 92.159 acre (4,014,427 square foot) tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "RPLS 1983" found for the east corner of said 94.85 acre tract of land, said 1/2 inch iron rod with cap stamped "RPLS 1983" also being in the southwesterly right-of-way line of State Highway 108 (variable width right-of-way);

THENCE South 59 degrees 39 minutes 09 seconds West, with the southeasterly line of said 94.85 acre tract of land, a distance of 2,252.28 feet to a point for corner in South Fork North Bosque River;

THENCE Northwesterly with the said South Fork North Bosque River and departing the said southeasterly line of 94.85 acre tract of land, the following five (5) calls:

North 69 degrees 15 minutes 03 seconds West, a distance of 144.08 feet to a point for corner;

South 86 degrees 05 minutes 46 seconds West, a distance of 149.46 feet to a point for corner;

South 79 degrees 57 minutes 56 seconds West, a distance of 107.09 feet to a point for corner;

South 71 degrees 15 minutes 18 seconds West, a distance of 144.82 feet to a point for corner;

South 48 degrees 20 minutes 09 seconds West, a distance of 196.29 feet to a point for corner in the southwesterly line of said 94.85 acre tract of land;

THENCE North 33 degrees 58 minutes 15 seconds West, with the said southwesterly line of 94.85 acre tract of land, a distance of 380.50 feet to a 60d Nail found for corner;

THENCE North 29 degrees 48 minutes 43 seconds West, with the southwesterly line of said 94.85 acre tract of land, a distance of 1,652.21 feet to a point for the west corner of said 94.85 acre tract of land;

THENCE North 59 degrees 41 minutes 08 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 751.98 feet to a 3/8 inch iron rod found for the most westerly north corner of said 94.85 acre tract of land;

THENCE South 55 degrees 50 minutes 31 seconds East, with a northeasterly line of said 94.85 acre tract of land, a distance of 1,101.45 feet to a 1/2 inch iron rod found for corner;

THENCE North 59 degrees 16 minutes 31 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 169.68 feet to a 1/2 inch rod found for corner;

THENCE South 30 degrees 17 minutes 13 seconds East, with a northeasterly line of said 94.85 acre tract of land, a distance of 416.73 feet to a 1/2 inch iron rod found for corner;

- THENCE** North 59 degrees 08 minutes 49 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 1,094.79 feet to a point for corner;
- THENCE** North 42 degrees 50 minutes 41 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 254.42 feet to a 3/8 inch iron rod found for the most easterly north corner of said 94.85 acre tract of land, said 3/8 inch iron rod also being in the southwesterly right-of-way line of Farm to Market Road 2303 (variable width right-of-way);
- THENCE** South 54 degrees 46 minutes 01 second East, with the common northeasterly line of said 94.85 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 2303, a distance of 58.79 feet to a 3/8 inch iron rod found for the beginning of a non-tangent curve to the left having a radius of 528.30 feet, a central angle of 41 degrees 00 minutes 09 seconds, and a chord that bears South 74 degrees 47 minutes 13 seconds East, a chord distance of 370.05 feet;
- THENCE** Southeasterly, with the common northeasterly line of said 94.85 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 2303, and with said non-tangent curve to the left, an arc length of 378.07 feet to a 1/2 inch iron rod with cap stamped "RPLS 1983" found for corner;
- THENCE** South 68 degrees 53 minutes 07 seconds East, with the common northeasterly line of said 94.85 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 2303, a distance of 283.01 feet to a 1/2 inch iron rod with cap stamped "RPLS 1983" found for the intersection of the southwesterly right-of-way line of said Farm to Market Road 2303 with the southwesterly right-of-way line of said State Highway 108;
- THENCE** South 29 degrees 48 minutes 32 seconds East, with the common northeasterly line of said 94.85 acre tract of land and southwesterly right-of-way line of said State Highway 108, a distance of 95.04 feet to a point for corner;
- THENCE** South 60 degrees 10 minutes 15 seconds West, with the common northeasterly line of said 94.85 acre tract of land and southwesterly right-of-way line of said State Highway 108, a distance of 50.00 feet to a 1/2 inch iron rod with cap stamped "RPLS 1983" found for corner;
- THENCE** South 40 degrees 03 minutes 42 seconds East, with the common northeasterly line of said 94.85 acre tract of land and southwesterly right-of-way line of said State Highway 108, a distance of 281.67 feet to the **POINT OF BEGINNING** and containing 4,014,427 square feet or 92.159 acres of land.

EXHIBIT B

**MUNICIPAL SERVICES AGREEMENT
BETWEEN
THE CITY OF STEPHENVILLE, TEXAS
AND
SOUTHWESTERN PIGEON ROAD, LLC**

This Municipal Services Agreement ("Agreement") is entered into on the 30th day of April, 2024, by and between the City of Stephenville, Texas, a home-rule municipality of the State of Texas ("City"), and Southwestern Pigeon Road, LLC ("Owner").

WHEREAS Texas Local Government Code Section 43.0671 permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the city services to be provided for the property on or after the effective date of annexation; and

WHEREAS Owner owns certain parcels of land situated in Erath County, Texas, which consists of approximately 92.16 acres in the Menefee Jarrett Survey, Abstract No. A0520 located within the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A, attached and incorporated herein by reference ("Property"); and

WHEREAS Owner has filed a written request with the City for full-purpose annexation of the Property; and

WHEREAS City and Owner desire to set out the City services to be provided for the Property on or after the effective date of the annexation; and

WHEREAS the annexation of the Property is subject to approval by the City Council of the City.

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This agreement is only applicable to the Property, which is the subject of the annexation request as described in Exhibit A.
2. **INTENT.** It is intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.**
 - a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation shall be in accordance with applicable City ordinances, rules, regulations, and policies.

- i. FIRE AND EMERGENCY MEDICAL SERVICES. The City's Fire Department will provide fire protection and emergency medical services.
 - ii. POLICE. The City's Police Department will provide protection and law enforcement services.
 - iii. PLANNING, ZONING, AND BUILDING. The City's Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - iv. STREETS. The City's Public Works Department will maintain the public streets over which the City has jurisdiction.
 - v. WATER AND WASTEWATER.
 - 1. Water services will be extended in accordance with the City's Comprehensive Master Plan and Section 155.6.13 *Water Utility* of the City's Subdivision Ordinance. The City shall be responsible for oversize participation in accordance with Section 155.6.12 *Utility Policy* of the City's Subdivision Ordinance. The oversize participation cost to the City shall be no more than \$0.00.
 - 2. Wastewater services will be extended in accordance with the City's Comprehensive Master Plan and Section 155.6.14 *Wastewater Utility* of the City's Subdivision Ordinance. The City shall be responsible for oversize participation in accordance with Section 155.6.12 *Utility Policy* of the City's Subdivision Ordinance. The oversize participation cost to the City shall be no more than \$0.00.
 - vi. SOLID WASTE SERVICES. The City will provide solid waste collection services in accordance with existing City contracts.
 - vii. CODE COMPLIANCE. The City's Code Compliance Department will provide education, enforcement, and abatement relating to code violations within the Property.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - c. Owner understands and acknowledges that the City departments listed may change names or be reorganized by the City Manager or City Council. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
- 4. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction and subject to the approval of the City Council.

5. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

6. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on Owner and Owner's successors and assigns.

Executed this ____ of _____, 2024, to become effective on the date of annexation of the Property.

 Jason M. King, City Manager
 City of Stephenville, Texas

[Signature]
 Property Owner
 Southwestern Pigeon Road, LLC

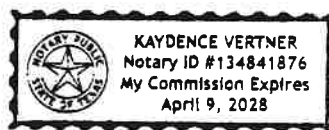
STATE OF TEXAS §
 COUNTY OF ERATH §

Sworn to and subscribed before me by Jason M. King, City Manager for the City of Stephenville, Texas this the ____ day of _____, 2024.

 Notary Public, State of Texas

STATE OF TEXAS §
 COUNTY OF ERATH §

Sworn to and subscribed before me by Cole Gilliam Parks, Property owner this the 30 day of April, 2024. (PRINTED NAME AND TITLE)



[Signature]
 Notary Public, State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

BEING a 92.159 acre (4,014,427 square foot) tract of land situated in the Jarrett Menefee Survey, Abstract No. 520, Erath County, Texas, and being a portion of the called 94.85 acre tract of land described in the deed to Southwestern Pidgeon Road, LLC recorded in Document No. 2023-00119 of the Official Public Records of Erath County, Texas, said 92.159 acre (4,014,427 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "RPLS 1983" found for the east corner of said 94.85 acre tract of land, said 1/2 inch iron rod with cap stamped "RPLS 1983" also being in the southwesterly right-of-way line of State Highway 108 (variable width right-of-way);

THENCE South 59 degrees 39 minutes 09 seconds West, with the southeasterly line of said 94.85 acre tract of land, a distance of 2,252.28 feet to a point for corner in South Fork North Bosque River;

THENCE Northwesterly with the said South Fork North Bosque River and departing the said southeasterly line of 94.85 acre tract of land, the following five (5) calls:

North 69 degrees 15 minutes 03 seconds West, a distance of 144.08 feet to a point for corner;

South 86 degrees 05 minutes 48 seconds West, a distance of 149.48 feet to a point for corner;

South 79 degrees 57 minutes 58 seconds West, a distance of 107.09 feet to a point for corner;

South 71 degrees 15 minutes 18 seconds West, a distance of 144.82 feet to a point for corner;

South 48 degrees 20 minutes 09 seconds West, a distance of 198.29 feet to a point for corner in the southwesterly line of said 94.85 acre tract of land;

THENCE North 33 degrees 58 minutes 15 seconds West, with the said southwesterly line of 94.85 acre tract of land, a distance of 380.50 feet to a 60d Nail found for corner;

THENCE North 29 degrees 48 minutes 43 seconds West, with the southwesterly line of said 94.85 acre tract of land, a distance of 1,852.21 feet to a point for the west corner of said 94.85 acre tract of land;

THENCE North 59 degrees 41 minutes 08 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 751.98 feet to a 3/8 inch iron rod found for the most westerly north corner of said 94.85 acre tract of land;

THENCE South 55 degrees 50 minutes 31 seconds East, with a northeasterly line of said 94.85 acre tract of land, a distance of 1,101.45 feet to a 1/2 inch iron rod found for corner;

THENCE North 59 degrees 16 minutes 31 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 169.88 feet to a 1/2 inch rod found for corner;

THENCE South 30 degrees 17 minutes 13 seconds East, with a northeasterly line of said 94.85 acre tract of land, a distance of 416.73 feet to a 1/2 inch iron rod found for corner;

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby attests that this survey was completed under my direct supervision and represents an actual survey performed on the ground.



SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6432
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
shaun.piepkorn@kimley-horn.com



EXHIBIT "A"
92.159 ACRES
JARRETT MENELEE SURVEY
ABSTRACT NO. 520
CITY OF STEPHENVILLE ETJ
ERATH COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10134040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GRTW	SMP	4/26/2024	061348000	1 OF 4

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LEGAL DESCRIPTION (CONTINUED)

- THENCE** North 59 degrees 08 minutes 49 seconds East, with a northwesterly line of said 94.85 acre tract of land, a distance of 1,094.79 feet to a point for corner;
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- THENCE** South 88 degrees 53 minutes 07 seconds East, with the common northeasterly line of said 94.85 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 2303, a distance of 283.01 feet to a 1/2 inch iron rod with cap stamped "RPLS 1983" found for the intersection of the southwesterly right-of-way line of said Farm to Market Road 2303 with the southwesterly right-of-way line of said State Highway 108;
- THENCE** South 29 degrees 48 minutes 32 seconds East, with the common northeasterly line of said 94.85 acre tract of land and southwesterly right-of-way line of said State Highway 108, a distance of 95.04 feet to a point for corner;
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- THENCE** South 40 degrees 03 minutes 42 seconds East, with the common northeasterly line of said 94.85 acre tract of land and southwesterly right-of-way line of said State Highway 108, a distance of 281.87 feet to the **POINT OF BEGINNING** and containing 4,014,427 square feet or 92.159 acres of land.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby attests that this survey was completed under my direct supervision and represents an actual survey performed on the ground.



SHAUN MARVIN PIEPKORN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6432
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 shaun.piepkorn@kimley-horn.com

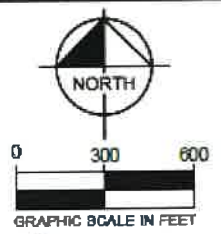
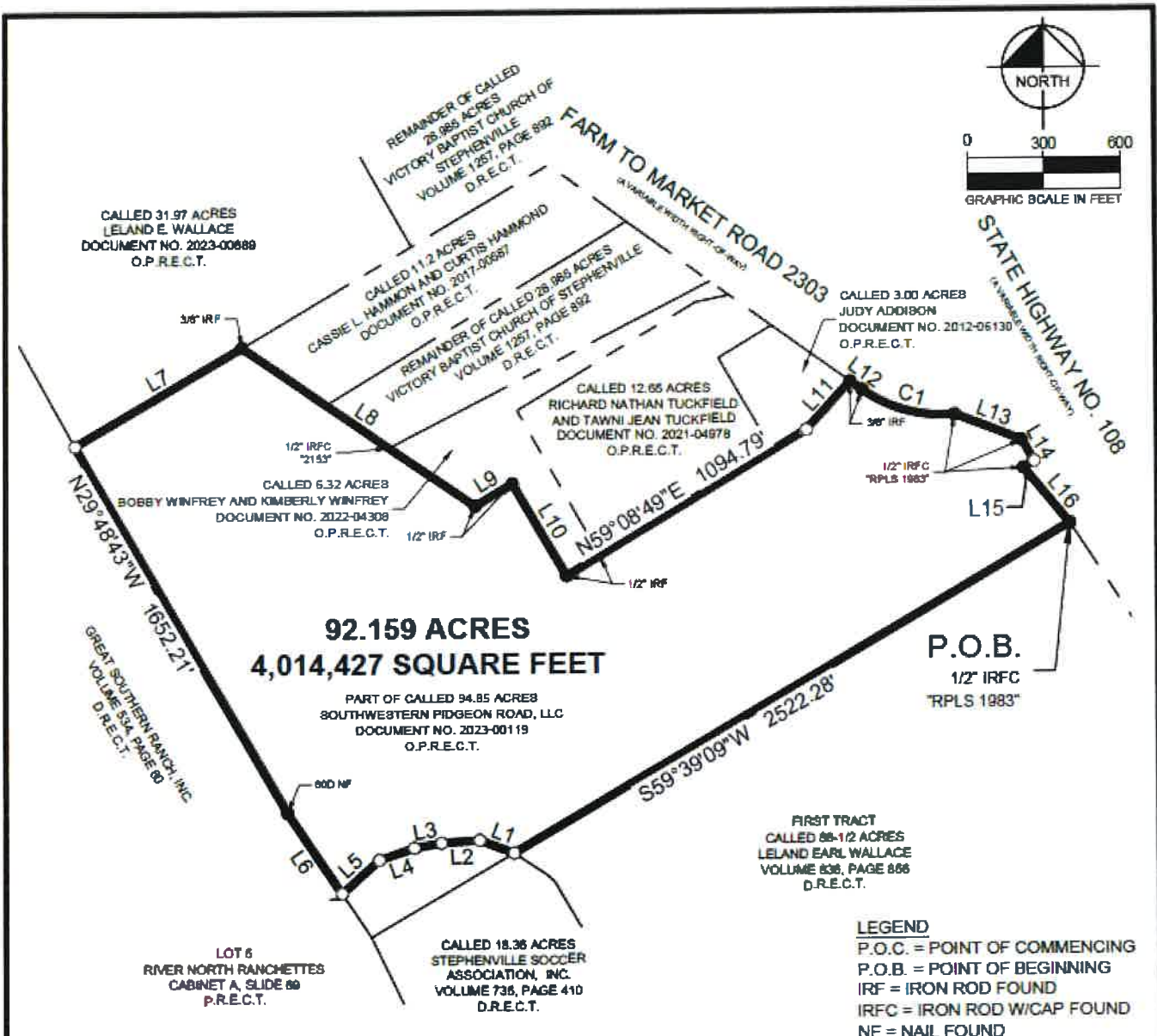


EXHIBIT "A"
 92.159 ACRES
 JARRETT MENESEE SURVEY
 ABSTRACT NO. 520
 CITY OF STEPHENVILLE ETJ
 ERATH COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GRW	SMP	4/26/2024	061340000	2 OF 4



NOTES
 Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
 A metes and bounds description of even survey date herewith accompanies this survey plat.
 The undersigned, Registered Professional Land Surveyor, hereby attests that this survey was completed under my direct supervision and represents an actual survey performed on the ground.

LEGEND
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRF = IRON ROD FOUND
 IRFC = IRON ROD W/CAP FOUND
 NF = NAIL FOUND

Shaun Piepkorn
 SHAUN MARVIN PIEPKORN
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EXHIBIT "A"
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	GRW	SMP	4/25/2024	051340000	3 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N69°15'03"W	144.08'
L2	S86°05'46"W	149.46'
L3	S79°57'56"W	107.09'
L4	S71°15'18"W	144.82'
L5	S48°20'09"W	196.29'
L6	N33°58'15"W	380.50'
L7	N59°41'08"E	751.98'
L8	S55°50'31"E	1101.45'

LINE TABLE		
NO.	BEARING	LENGTH
L9	N59°16'31"E	189.68'
L10	S30°17'13"E	416.73'
L11	N42°50'41"E	254.42'
L12	S54°46'01"E	58.79'
L13	S88°53'07"E	283.01'
L14	S29°48'32"E	95.04'
L15	S60°10'15"W	50.00'
L16	S40°03'42"E	281.67'

CURVE TABLE					
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	528.30'	41°00'09"	S74°47'13"E	370.05'	378.07'

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby attests that this survey was completed under my direct supervision and represents an actual survey performed on the ground.



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GRW	SMP	4/26/2024	051340000	4 OF 4

WILLIS, REN 4/29/2024 12:47 PM \\KIMLEY-HORN\CN_FT\WFTW_SURVEY\051340000-JRL ARCHITEXAB STEPHENVILLE MFD\DWG\EASEMENT\061340000-ANNEXATION EXHIBIT.DWG

interest in and to the Released Property and hereby declares that the Released Property is fully released and discharged from the terms of the Easements. This Release releases the Easements only as to the Released Property, and not to any remaining land within the Pipeline Easement Tract and Sewer Easement Tract, as to which the Easements shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has executed this Release on the date first written above.

CITY OF STEPHENVILLE

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF ERATH §

This instrument was acknowledged before me on _____, 2024, by _____, the _____ of the City of Stephenville, on behalf of said City.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXHIBIT A and B – Attached

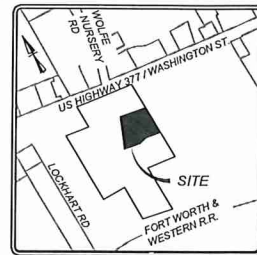
“Released Property”

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM (NAD) OF 1983.

2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF STEPHENVILLE AND ERATH COUNTY ORDINANCES AND RESTRICTIONS.

3. A METES AND BOUNDS DESCRIPTION WAS PREPARED FOR USING RECORD DOCUMENTATION FOR THE PURPOSE OF VACATING AN EXISTING EASEMENT CROSSING LOT 2 & 3.

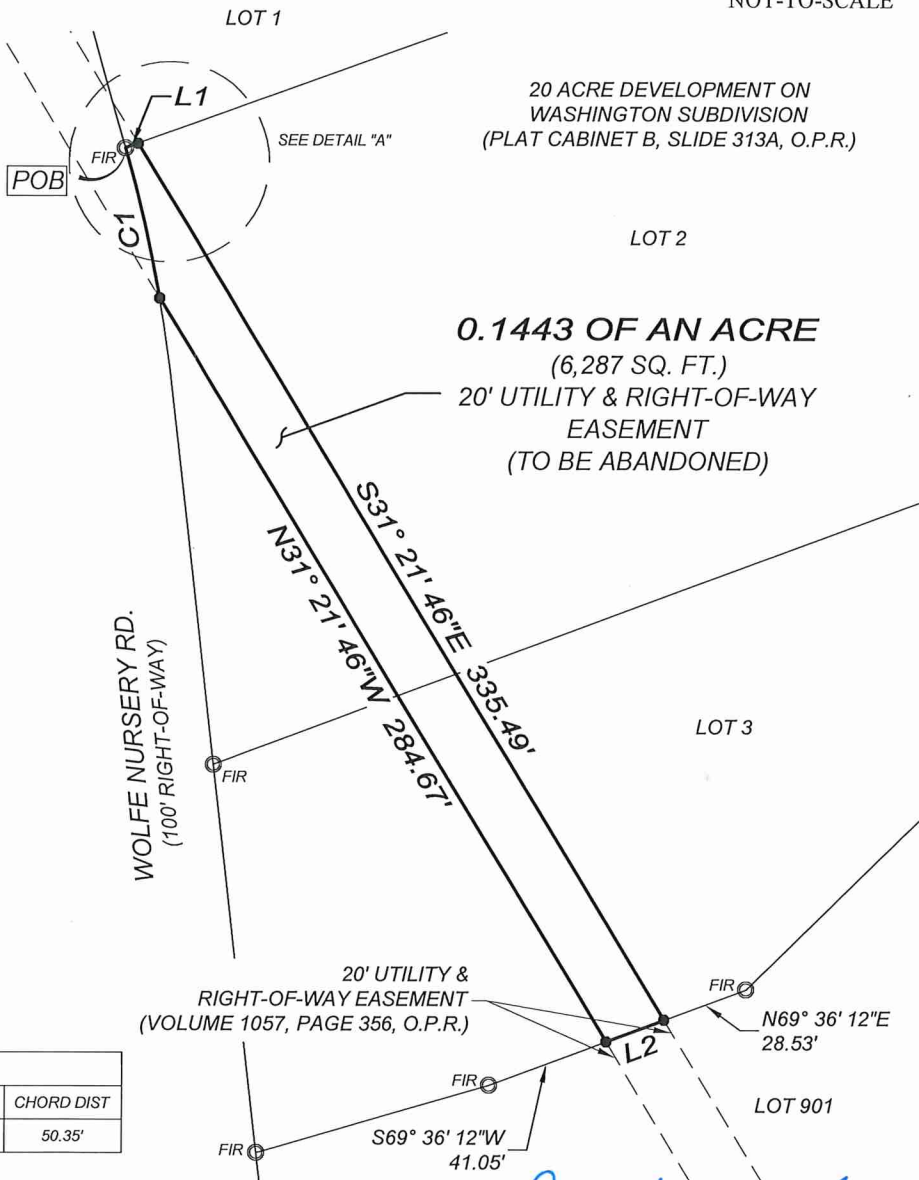


SCALE: 1"=60'



SYMBOL LEGEND

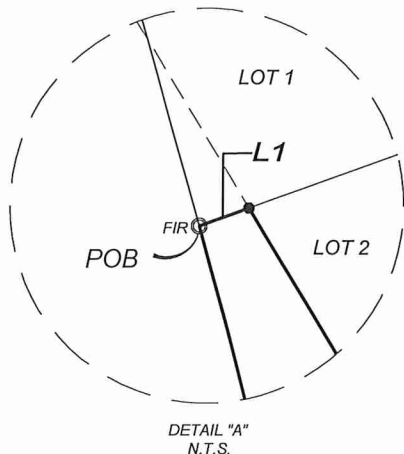
- ⊙ FIR FOUND 1/2" IRON ROD OR AS NOTED
- CALC CALCULATED POINT
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF ERATH COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING



20 ACRE DEVELOPMENT ON WASHINGTON SUBDIVISION (PLAT CABINET B, SLIDE 313A, O.P.R.)

LOT 2

0.1443 OF AN ACRE
(6,287 SQ. FT.)
20' UTILITY & RIGHT-OF-WAY EASEMENT
(TO BE ABANDONED)



Line Table		
LINE #	LENGTH	DIRECTION
L1	4.28'	N70°13'26"E
L2	20.37'	S69°36'12"W

Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	50.38'	480.78'	006°00'13"	N13°03'40"W	50.35'



TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TERESA.SEIDEL@COLLIERSENG.COM
DATE OF SURVEY: 05/02/2024
PROJECT NO.: 19-041

Date: May 03, 2024, 10:48am; User: D: Daniel MacDonald; File: S:\Users\2013\19-041_37.dwg; Stephenville, ESMTS.dwg

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 PARK 35 CIRCLE BLDG. A, SUITE 156 MC-230 AUSTIN, TX 78753
PHONE: 512-239-5263; FAX: 512-239-5253



EXHIBIT OF
20' UTILITY & RIGHT-OF-WAY EASEMENT
(TO BE VACATED)

REVISIONS:	ISSUE DATE:
JOB NO. 19-041	DESIGNER:
DATE: 05/02/24	CHECKED: DJM
DRAWN: DJM	

SHEET: 1 OF 1

**DESCRIPTION FOR
A 0.1443 OF AN ACRE TRACT
20' UTILITY & RIGHT-OF-WAY EASEMENT
(TO BE VACATED)**

A **0.1443 of an acre** (6,287 square feet) tract of land situated in the Williams Motley Survey, Abstract 515, within the City of Stephenville, Erath County, Texas, and being a portion of a 20' Utility & Right-of-Way Easement as recorded in Volume 1057, Page 356 of the Official Public Records of Real Property of Erath County, Texas, (O.P.R.), and being over and across Lots 2 and 3 as shown on a subdivision plat of 20 ACRE DEVELOPMENT ON WASHINGTON recorded on Cabinet B, Slide 313A of the (O.P.R.). This portion of the easement is described crossing Lots 2 and 3 using record information and is being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found on the easterly right-of-way line of Wolfe Nursery Road (100' wide right-of-way), for the southwest corner of Lot 1 of the subdivision plat of 20 ACRE DEVELOPMENT ON WASHINGTON, for the northwest corner of Lot 2 and the tract described herein;

THENCE: N 70°13'26" E, leaving the right-of-way of Wolfe Nursery Road, along and with the common line of Lot 1 and Lot 2, a distance of **4.28 feet** to a calculated point for the northeast corner of the tract described herein;

THENCE: S 31°21'46" E, over and across Lot 2 and Lot 3, a distance of **335.49 feet** to a calculated point on the northerly line of Lot 901 and the south line of Lot 3 of the subdivision plat of 20 ACRE DEVELOPMENT ON WASHINGTON for the southeast corner of the tract described herein, from which a ½" iron rod found on the northerly line of Lot 901 and the south line of Lot 3 bears N 69°36'12" E, a distance of 28.53 feet;

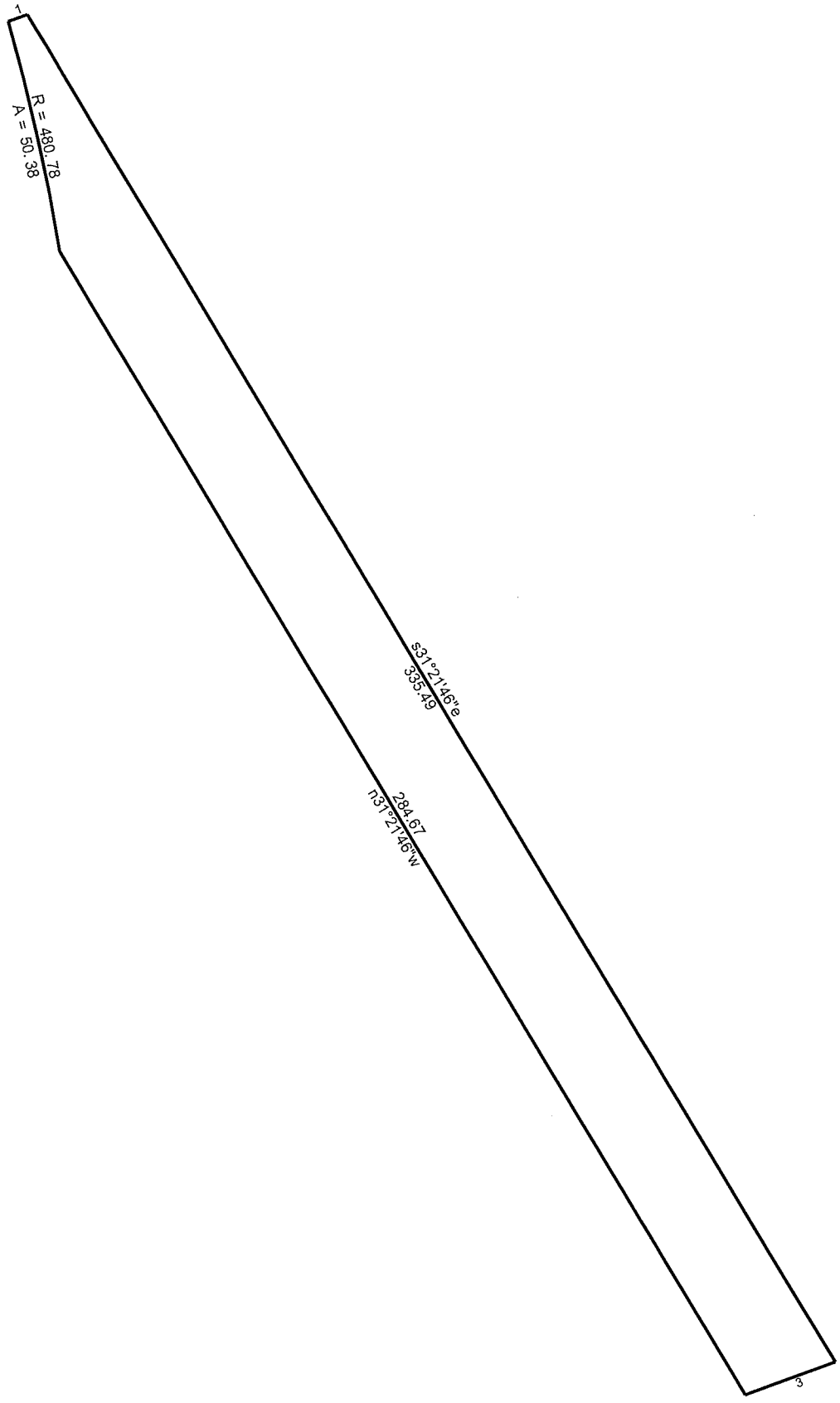
THENCE: S 69°36'12" W, with the common line of Lot 3 and Lot 901, a distance of **20.37 feet** to a calculated point for the southwest corner of the tract described herein, from which a ½" iron rod found on the northerly line of Lot 901 and the south line of Lot 3 bears S 69°36'12" W, a distance of 41.05 feet;

THENCE: N 31°21'46" W, over and across Lot 3 and Lot 2, a distance of **284.67 feet** to a calculated point on the easterly right-of-way line of Wolfe Nursery Road and the westerly line of Lot 2, for a westerly corner of the tract described herein;

THENCE: along and with the easterly right-of-way line of Wolfe Nursery Road, and with the arc of a non-tangent curve to the **left**, a length of **50.38 feet**, having a radius of **480.78 feet**, a delta angle of **06°00'13"**, and a chord which bears **N 13°03'40" W**, a chord distance of **50.38 feet** to the **POINT OF BEGINNING** and containing **0.1443 of an acre of land**, or 6,287 square feet, more or less, within the City of Stephenville, Erath County, Texas, and being described in accordance with an exhibit prepared by KFW Surveying, dated May 2, 2024. Bearings are based on NAD83 Texas Plane North Central Zone.



Job No.: 19-041
Prepared by: KFW Surveying
Date: May 2, 2024
File S:\Draw 2019\19-041 37 acre Stephenville\DOCS\19-041 0.1443 AC UT ESMT VACATED 050224.docx



5/2/2024

Scale: 1 inch= 34 feet

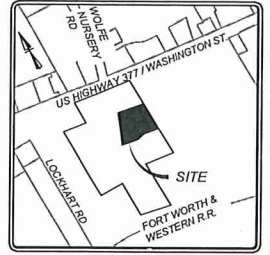
File:

Tract 1: 0.1443 Acres (6287 Sq. Feet), Closure: s38.1120w 0.01 ft. (1/92509), Perimeter=695 ft.

- 01 n70.1326e 4.28
- 02 s31.2146e 335.49
- 03 s69.3612w 20.37
- 04 n31.2146w 284.67
- 05 Lt, r=480.78, delta=006.0013, arc=50.38, chord=n13.0340w 50.35

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF STEPHENVILLE AND ERATH COUNTY ORDINANCES AND RESTRICTIONS.
3. A METES AND BOUNDS DESCRIPTION WAS PREPARED FOR USING RECORD DOCUMENTATION FOR THE PURPOSE OF VACATING AN EXISTING EASEMENT CROSSING LOT 2 & 3.



SCALE: 1"=60'



SYMBOL LEGEND

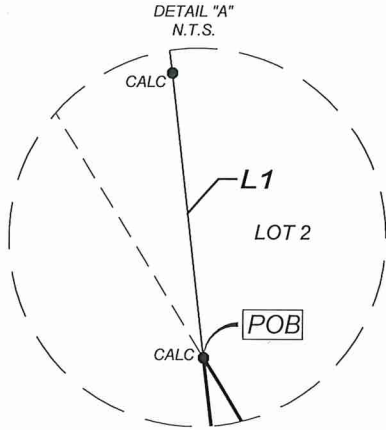
- FIR FOUND 1/2" IRON ROD OR AS NOTED
- CALC CALCULATED POINT
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF ERATH COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

20' SANITARY SEWER EASEMENT (VOLUME 836, PAGE 102, O.P.R.)

20 ACRE DEVELOPMENT ON WASHINGTON SUBDIVISION (PLAT CABINET B, SLIDE 313A, O.P.R.)

LOT 2

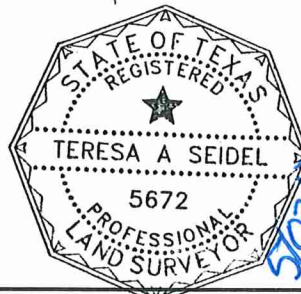
0.1081 OF AN ACRE
(4,708 SQ. FT.)
20' SANITARY SEWER EASEMENT (TO BE ABANDONED)



WOLFE NURSERY RD. (100' RIGHT-OF-WAY)

LINE #	LENGTH	DIRECTION
L1	2.36'	S06°37'17"E
L2	20.37'	S69°36'12"W
L3	47.79'	N06°37'17"W

Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	73.73'	480.78'	008°47'13"	S11°40'10"E	73.66'



[Handwritten Signature]
TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TERESA.SEIDEL@COLLIERSENG.COM
DATE OF SURVEY: 05/02/2024
PROJECT NO.: 19-041

Date: May 03, 2024, 1:22am; User: Daniel McDonald
 File: S:\Survey\2019\19-041_37_38c_Stephenville\0519-041_Stephenville_ES&TS.dwg



ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
 THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
 12100 PARK 35 CIRCLE BLDG. A, SUITE 156 MC-230 AUSTIN, TX 78753
 PHONE: 512-239-5283; FAX: 512-239-5253

KFW
ENGINEERS + SURVEYING
has joined Colliers Engineering & Design
T&PE FIRM #9513 / T&PLS FIRM #101223-00

EXHIBIT OF
20' SANITARY SEWER EASEMENT
(TO BE VACATED)

REVISIONS:	ISSUE DATE:
JOB NO. 19-041	DESIGNER:
DATE: 05/02/24	CHECKED: DJM
DRAWN: DJM	

SHEET: 1 OF 1

**DESCRIPTION FOR
A 0.1081 OF AN ACRE TRACT
20' SANITARY SEWER EASEMENT
(TO BE VACATED)**

A **0.1081 of an acre** (4,708 square feet) tract of land situated in the Williams Motley Survey, Abstract 515, within the City of Stephenville, Erath County, Texas, and being a portion of a 20' Sanitary Sewer Easement as recorded in Volume 836, Page 102 of the Official Public Records of Real Property of Erath County, Texas, (O.P.R.), and being over and across Lots 2 and 3 as shown on subdivision plat of 20 ACRE DEVELOPMENT ON WASHINGTON recorded on Cabinet B, Slide 313A of the (O.P.R.). This portion of the easement is described crossing Lots 2 and 3 using record information and is being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found on the easterly right-of-way line of Wolfe Nursery Road (100' wide right-of-way), for the southwest corner of Lot 1 and the northwest corner of Lot 2 of the subdivision plat of 20 ACRE DEVELOPMENT ON WASHINGTON;

THENCE: along and with the west line of Lot 2, the easterly right-of-way line of Wolfe Nursery Road the following two (2) courses:

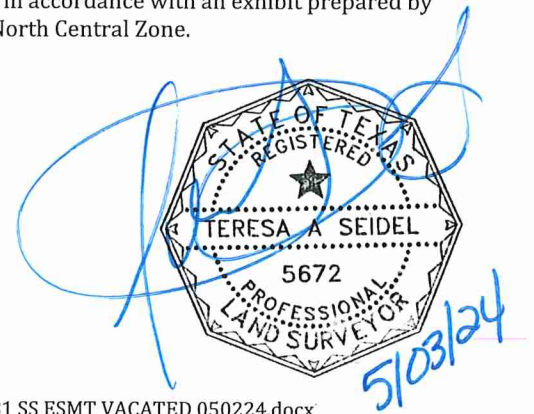
1. with the arc of a tangent curve to the right, a length of 73.73 feet, having a radius of 480.78 feet, a delta angle of 08°47'13", and a chord which bears S 11°40'10" E, a chord distance of 73.66 feet to a calculated point,
2. S 06°37'17" E, a distance of 2.36 feet to a calculated point for the north corner and the **POINT OF BEGINNING** of the tract described herein;

THENCE: S 31°21'46" E, over and across Lot 2 and Lot 3, a distance of **259.04 feet** to a calculated point on the northerly line of Lot 901 and the south line of Lot 3 of the subdivision plat of 20 ACRE DEVELOPMENT ON WASHINGTON for the southeast corner of the tract described herein, from which a ½" iron rod found on the northerly line of Lot 901 and the south line of Lot 3 bears N 69°36'12" E, a distance of 59.09 feet;

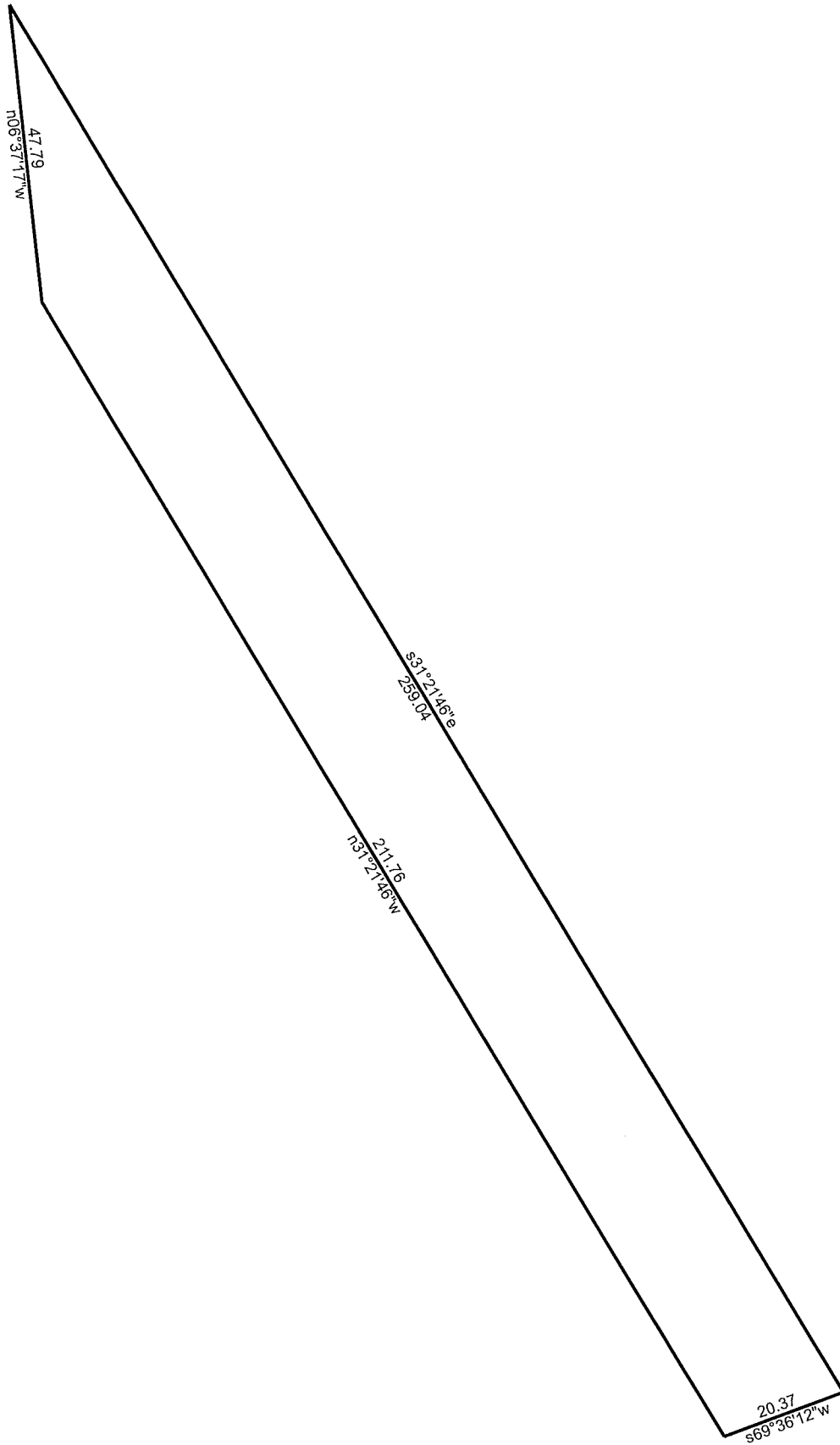
THENCE: S 69°36'12" W, with the common line of Lot 3 and Lot 901, a distance of **20.37 feet** to a calculated point for the southeast corner of the tract described herein, from which a ½" iron rod found on the northerly line of Lot 901 and the south line of Lot 3 bears S 69°36'12" W, a distance of 10.49 feet ;

THENCE: N 31°21'46" W, over and across Lot 3 and Lot 2, a distance of **211.76 feet** to a calculated point on the easterly right-of-way line of Wolfe Nursery Road, and the west line of Lot 2, for a westerly corner of the tract described herein;

THENCE: N 06°37'17" W along and with the easterly right-of-way line of Wolfe Nursery Road, and the west line of Lot 2, a distance of **47.79 feet** to the **POINT OF BEGINNING** and containing **0.1081 of an acre of land**, or 4,708 square feet, more or less, within the City of Stephenville, Erath County, Texas, and being described in accordance with an exhibit prepared by KFW Surveying, dated May 2, 2024. Bearings are based on NAD83 Texas Plane North Central Zone.



Job No.: 19-041
Prepared by: KFW Surveying
Date: May 2, 2024
File S:\Draw 2019\19-041 37 acre Stephenville\DOCS\19-041 0.1081 SS ESMT VACATED 050224.docx



5/3/2024

Scale: 1 inch= 26 feet

File:

Tract 1: 0.1081 Acres (4708 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/145702), Perimeter=539 ft.

- 01 s31.2146e 259.04
- 02 s69.3612w 20.37
- 03 n31.2146w 211.76
- 04 n06.3717w 47.79

STAFF REPORT



SUBJECT: Case No.: RZ2024-003

Applicant Chad Williams is requesting a rezone of property located at 1709 W. Groesbeck, Parcel R33605, being BLOCK 8, LOT 19 of the South Side Addition to the City of Stephenville, Erath County, Texas from (Ind) Industrial to (R-1.5) Single Family Residential District.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

RECOMMENDATION:

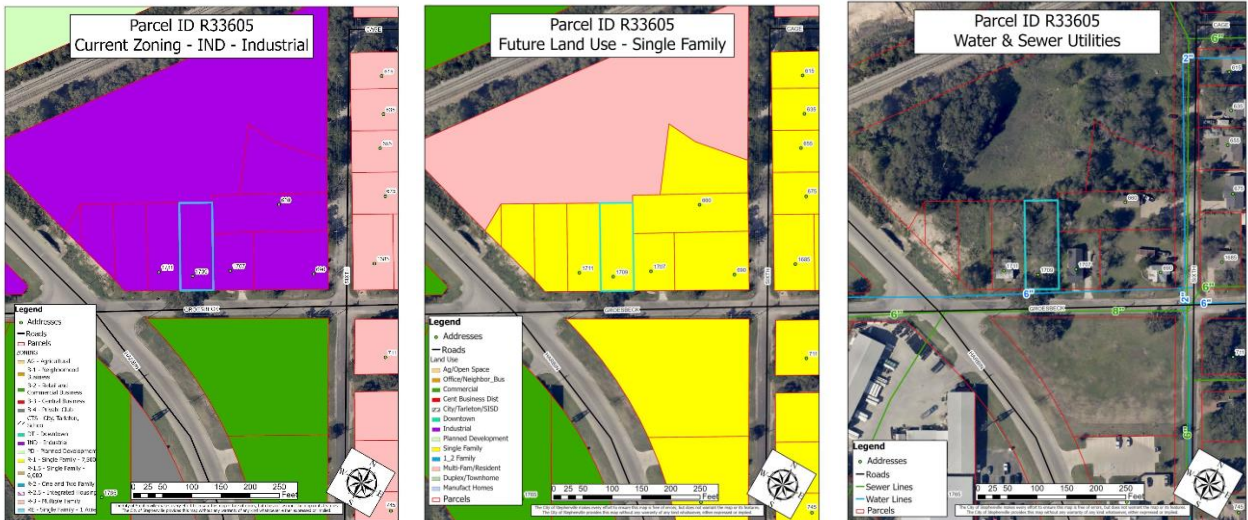
The Planning and Zoning Commission convened on April 17, 2024, and by a unanimous vote, recommended the City Council approve the rezoning request.

BACKGROUND:

The applicant is requesting a rezone to Single Family Residential (R-1.5) which will allow him to re-purpose the existing dwelling into a residential home.

The property has current zoning of IND, Industrial, with Future Land Use designated as Single family. The requested zoning to R-1.5 permits single-family homes to be built on lots with dimensions of 50x100. This parcel is roughly 55x150. Mr. Williams is proposing a 1,596-sf home.

PROPERTY PROFILE:



Sec. 154.05.4. Single-family residential district (R-1.5) (5,000 ft²).

5.4.A Description. This residential district provides for a neighborhood development of medium density. The primary land use allows for single-family dwelling development on smaller lots. Recreational, religious and educational uses normally appropriate to such a residential neighborhood are also permitted to contribute to the natural elements of a

convenient, balanced and attractive neighborhood. Development within this district is intended to be separate from and protected from the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

5.4.B Permitted Uses.

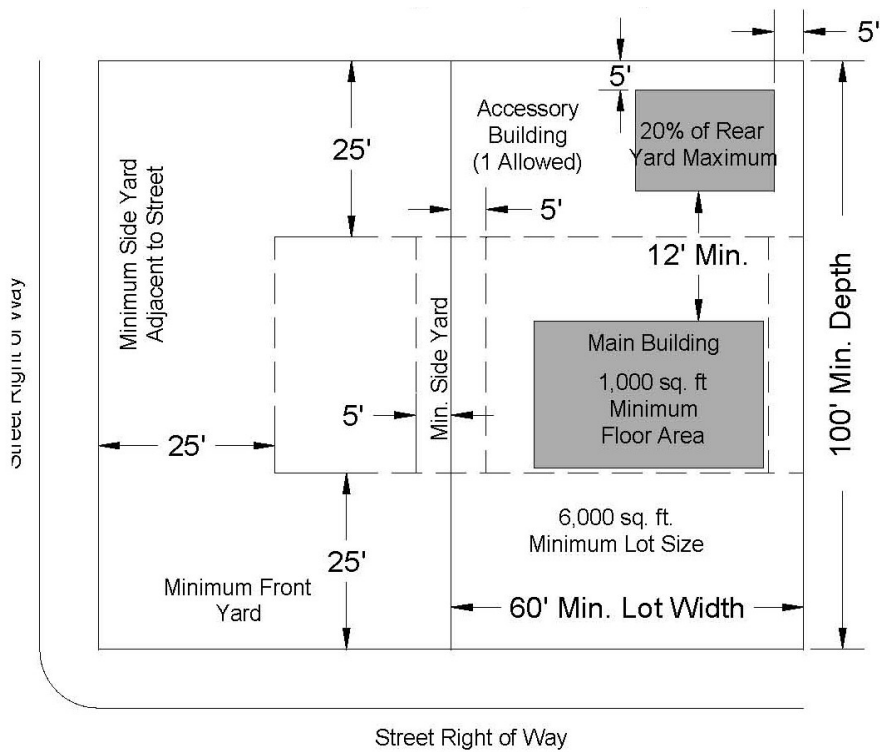
- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing or failing to prohibit residential use of a dwelling in this district by more than three unrelated individuals;
- (2) Accessory building;
- (3) Churches, temples, mosques and related facilities;
- (4) Community home;
- (5) Park or playground; and
- (6) SISD school—public.

5.4.C Conditional Uses.

- (1) Home occupation;
- (2) Common facilities as the principal use of one or more platted lots in a subdivision; and
- (3) Child care—registered family home and group day care home.

5.4.D Height, Area, Yard and Lot Coverage Requirements.

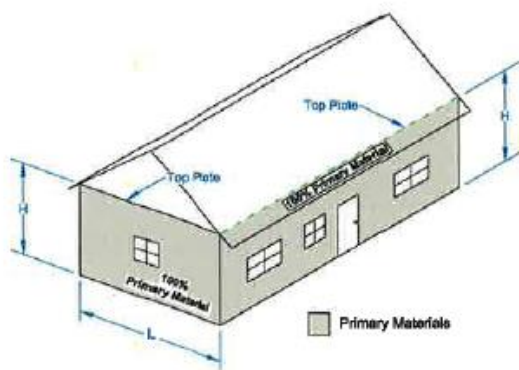
- (1) Minimum lot area: single-family dwelling: 5,000 ft².
- (2) Minimum lot width and lot frontage: 50 feet.
- (3) Minimum lot depth: 100 feet.
- (4) Minimum depth of front setback: 25 feet.
- (5) Minimum depth of rear setback: 25 feet.
- (6) Minimum width of side setback:
 - (a) Internal lot: five feet.
 - (b) Corner lot: 25 feet from intersecting side street.
- (7) Building size:
 - (a) Maximum main building coverage as a percentage of lot area: 40%.
 - (b) Minimum area of main building: 1,000 ft².
- (8) Accessory buildings:
 - (a) Maximum accessory building coverage of rear yard: 20%.
 - (b) Maximum number of accessory buildings: one.
 - (c) Minimum depth of side setback: five feet.
 - (d) Minimum depth of rear setback: five feet.
 - (e) Minimum depth from the edge of the main building: 12 feet.
- (9) Maximum height of structures: 35 feet.
- (10) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



5.4.E Parking Regulations. A Single-Family, R-1.5 District lot shall provide a minimum of two vehicle parking spaces, with a driveway connecting the parking spaces with a street or alley, and meet all the pertinent requirements contained in this ordinance, Section 11, Parking Regulations of this ordinance.

5.4.F Type of Construction.

- (1) The exterior walls of all new dwellings to the top plate, shall be constructed exclusively of primary materials, excluding doors, windows, and porches. See Section 10.E(1): Exterior Building Material Standard—Primary Materials.
- (2) Existing dwellings expanding the total square footage of the building 50% or less, or modifying the exterior walls, may use the same exterior construction material as the existing primary building. If the material is not available, similar material may be used if approved by the Community Development Director.
- (3) Existing dwellings expanding the total square footage of the building by more than 50%, or proposing to use a material consistent with the primary structure for any expansion must use primary materials, Section 10.E(1): Exterior Building Material Standard—Primary Materials, for the expansion area.



NEW CONSTRUCTION

Total Exterior Wall shall equal, 100% of Primary Materials. (Windows & Doors are excluded)

EXISTING STRUCTURES

1. Expanding or modifying the footage of the building 50% or less, may use the same exterior material as the existing primary building. If not available, approval is need from the Community Development Director.
2. Expanding or modifying the footage of the building 50% or more, must use 100% Primary Materials of the exterior wall.
3. Windows and Doors are excluded.

(Ord. 2011-26, passed 12-6-2011; Ord. 2018-O-22 , § 1, 6-12-2018)

FACTORS TO CONSIDER:

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in property location for proposed use?
- Reasonable Use of Property – does proposed change provide reasonable use of property?
- Zoning has great discretion – deny if applicant has not proven it is in the best interest of City to approve.

ALTERNATIVES:

- 1) Accept the recommendation of the Planning and Zoning Commission and approve the rezoning request.
- 2) Deny the request.

ORDINANCE NO. 2024-O-_____

AN ORDINANCE REZONING THE LAND DESCRIBED INDUSTRIAL (IND) to SINGLE FAMILY RESIDENTIAL DISTRICT (R-1.5).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, THAT:

All that lot, tract or parcel of land legally described as follows:

Block 8, Lot 19 of the South Side Addition of the City of Stephenville, Erath County, Texas and identified as Parcel No. R33605, in the Erath County Appraisal District Records, located at 1709 W. Groesbeck

is hereby rezoned and the zoning classification changed from the classification of Industrial (IND) to Single Family Residential District (R-1.5), in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 7th day of May 2024.

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason M. King,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality



COMMITTEE REPORT

REPORT TYPE: Tourism Committee Report

MEETING: 4-16-24

Present: LeAnn Durfey, Chair, Lonn Reisman, Bob Newby, Maddie Smith

Absent: None

DEPARTMENT: Tourism

STAFF CONTACT: Michaela Bierman

HOT Funds Application – National Rambouillet Show & Sale

A representative of the National Rambouillet Show & Sale, Lee Munz, presented the HOT Funds Application to Council requesting \$6,000.

This event will take place June 17-22, 2024, at the Tarleton State University Animal Plant Science Center and APSC Arena. There is an expected attendance of 150 people from all over the country, all staying in local hotel establishments for 4-5 nights, and a room block of 30 rooms is reserved at the LaQuinta. If approved, the HOT Funds granted would be used to pay for the facility and advertising.

Councilwoman Durfey made the motion to forward the HOT Funds Application to full council with a positive recommendation. Passed unanimously.

HOT Funds Application – Stephenville Music Club

A representative of the Stephenville Music Club, Elaine Smith, presented the HOT Funds Application to Council requesting \$6,000.

This event will take place November 8-9, 2024, at the Stephenville Rec Hall and First Baptist Church. The expected attendance is 200, with about 10 people staying in local hotels. If approved, the HOT Funds granted would be used to fund musical talent, advertising, food for the event, etc.

Councilwoman Durfey made the motion to deny the HOT Funds request, Maddie Smith seconded. All in favor to move to Council with recommendation to deny request.



STAFF REPORT

SUBJECT: HOT Funds Application: National Rambouillet Show

DEPARTMENT: Tourism

STAFF CONTACT: Michaela Bierman

RECOMMENDATION:

The Tourism Advisory Board has a positive recommendation for funding the National Rambouillet Show & Sale Application, but with a reduced amount of \$2,500.

BACKGROUND:

National Rambouillet Show & Sale: \$5,000

- a. This event will take place June 17-22, 2024, at the Tarleton State University Animal Plant Science Center and APSC Arena. There is an expected attendance of 150 people, all staying in local hotel establishments for 4-5 nights, and a room block of 30 rooms is reserved at the LaQuinta. If approved, the HOT Funds granted would be used to pay for the facility and advertising.
- b. A representative of the National Rambouillet Show is here to discuss the application to the Committee.

If approved, the funding for these HOT Funds applications can be allocated from an event line item in the Tourism budget that is no longer taking place.

CITY OF STEPHENVILLE
GUIDELINES UNDER TEXAS LAW FOR
USE OF HOTEL OCCUPANCY TAX REVENUE

State Law: By law of the State of Texas, the City of Stephenville collects a Hotel Occupancy Tax (HOT) from hotels, motels, inns, and bed-and-breakfast establishments. Chapter 351 of the Tax Code states that HOT funds may be used only if both parts of the following two-part test are met. Part One (1) requires that usage of HOT Funds must directly enhance and promote tourism and the convention, and hotel industry, and Part Two (2) limits the use of HOT Funds to the following:

1. **Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of TVB center facilities or visitor information centers, or both;
2. **Registration of tourism and visitor's bureau delegates:** the furnishing of facilities, personnel, and materials for the registration of TVB delegates or registrants;
3. **Advertising, and conducting solicitations and promotional programs to attract tourists and visitor's delegates:** advertising and conducting solicitations and promotional programs to attract tourists and visitor's delegates or registrants to the municipality or its vicinity;
4. **Promotion of the arts:** the encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. **Historical restoration and preservation projects or activities:** historical restoration and preservation objects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and visitor's delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of Tourism and Visitor's Bureau facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and visitor delegates;
6. **Sporting event expenses related to sporting events which substantially increase economic activity at hotels:** for a municipality located in a county with a population of 290,000 or less, expenses, including promotion expenses, directly related to a sporting

event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

7. **Signage:** Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.
8. **Transportation systems for tourists:** Funding the costs for transporting tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

City of Stephenville Process: The City of Stephenville accepts applications from groups who request HOT Funds for events/activities/facilities, which fit into one or more of the above listed categories. All decisions of the City Council are final.

City of Stephenville Policy:

1. The purpose of HOT funding is to assist and support qualified events/activities/facilities, not to be the major patron or the majority funds provider (50% or more) for the event/activity/facility budget.
2. Priority will be given to those events and entities based upon documented ability to directly promote tourism and the hotel and convention industry in Stephenville by “demonstrating a proven record of increased hotel or tourism and visitor’s activity.” Such activity may result from hotel or tourism and visitor’s guests that are already in town and choose to attend the funded event or facility, or it may result from individuals coming from another city or county to stay in an area lodging to attend the funded event or facility. Applicants should document the potential to generate increased hotel or tourism and visitor’s activity by:
 - a. Providing historical information on the number of rooms nights used during previous years of the same event/activity/facility;
 - b. Providing current information on the size of room blocks reserved at area hotels to accommodate anticipated overnight guests attending the funded event/activity/facility.
 - c. Providing historical information on the number of guests at hotels or other lodging facilities that attended the funded event/activity/facility; and/or
 - d. Providing examples of marketing or programs and activities likely to generate or encourage overnight visitors to local lodging properties.

3. All applicants are encouraged to utilize local businesses for food, supplies, materials, printing, and the like. A minimum of 8% of the HOT Funds shall be spent with local businesses.
4. A portion of the revenues from any event/activity/facility receiving HOT Funds should be channeled back into the future costs of operating that same event/activity/facility or the continued operation of such.
5. It is critical that the Application/Request for funding be filled out completely and accurately. Under the application section "Fund Usage," it is responsibility of the applicant to specifically explain how the funds will be used only in eligible ways.
6. If applying under the Advertising category, please note the local requirement that advertising must be accomplished in advance of the event/activity/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards.
7. As a general rule, all funding requests should be for fifty percent (50%) or less of Applicant's total projected revenue from the event/activity/facility.
8. Applicants are on notice that while the City of Stephenville makes decisions based on estimated budgets and projections, documentation of how granted funds were spent must be actual costs supported by proofs of payment. Any monies not used or not used lawfully, must be returned or repaid to the City within sixty (60) days of the event, along with the completed Post-Funding Analysis.
9. The final accounting of funds must mirror the items outlined in the Applicant's original application, in its fund expenditure outline, and in its request letter.
10. City of Stephenville guidelines were duly adopted by City Council on _____ day of _____, 20____.

FUNDING CONSIDERATION CHECKLIST

Name of National Rambouillet Show & Sale and National Junior Rambouillet Show

Event/Activity/Facility: _____

Does your event/activity/facility pass Part One (1) of the statutory test, defined specifically as directly enhancing and promoting tourism and the convention, and hotel industry in Stephenville? YES NO

Does your event/activity/facility pass Part Two (2) of the statutory test, defined specifically as fitting into one of more of the following categories:

- Convention center facilities or visitor information centers
- Facilities, personnel and materials for registration of the Tourism and Visitor's Bureau delegates
- Advertising, and conducting solicitations and promotional programs to attract tourist and visitor's
- Promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording
- Historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums in the area
- Signage directing tourist to sights and attractions that are visited frequently by hotel guests in the municipality
- Funding the costs for transporting tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city
- Sporting event expenses, including promotion expenses, related to sporting events at which the majority of participants are tourists who substantially increase economic activity at hotels in the area
- Is your application filled out thoroughly and completely, and are all required pages attached?
- Is your request for funding in accordance with the maximum funding guidelines?
- If applicable, have you submitted the Post-Funding Analysis and proofs of payment for last year's event/activity/facility?
- If applicable, have you returned or repaid the City for any previous funds not used or not used lawfully?
- Have you documented how you will accurately track out-of-town guests, showing that your event will attract tourists that will directly support the Tourism and Visitor's Bureau and the Hotel industry in the area?
- Is your request for fifty percent (50%) or less of your total projected revenue from the event/activity/facility?
- If you are applying under the Advertising category, is your request for one hundred percent (100%) or less of your total projected advertising expenditures?
- If you are applying under the Advertising category, have you met the local requirement that advertising must be accomplished in advance of the event/activity/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards?
- Will all advertising indicate that the City of Stephenville is a direct sponsor of the event?

APPLICATION

Organization Information

Date: 3/04/2024

American Rambouillet Sheep Breeders Association

Name of Organization

P.O. Box 214

Address:

Hawley, TX 79525

City, State, Zip:

Robbie Eckhoff

Contact Name:

409-256-3687

Contact Phone Number:

www.rambouilletsheep.org

Website Address for Event/Activity/Facility:

Is your organization: Non-Profit Private for Profit

Tax ID#: [REDACTED]

Organization's Creation Date: Organized March 1889/Incorporated September 1991

Purpose for your organization:
Promotion of the Rambouillet breed of sheep in the United States as well as Canada as well as provide a marketing outlet for the membership of the American Rambouillet Sheep Breeders Association.
In addition, provide a registry for Registered Rambouillet seedstock in the United States as well as provide scholarships for youth in the ARSBA Junior Association.

Event/Activity/Facility Information

2024 National Rambouillet Show & Sale and National Junior Rambouillet Show

Name of Event/Activity/Facility:

June 17-22, 2024

Date of Even/Activity:

Tarleton State University Animal Plant Science Center and APSC Arena

Primary Location of Event/Activity/Facility:

\$5000.00

Amount of HOT Funding Requested:

Fund Usage: How will the funds be used?

The funds will be used to offset a portion of the facility use fee for the Tarleton APSC and APSC Arena as well as the required insurance premiums to meet the TSU requirements. In addition, the funds will be used to provide awards in both the 2024 National Rambouillet Show as well as the 2024 National Junior Rambouillet Show. Any additional funds will be applied to the meeting of the general membership at the annual awards banquet as well advertising

Primary purpose if funded Event/Activity/Facility:

Provide a location for the 2024 National Rambouillet Show and Sale & National Junior Show for the membership of the ARSBA.

Check that statutory categories apply to funding request and amount requested under each category:

- Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both; _____
- Registration of Tourism and Visitor's Bureau delegates:** the furnishing of facilities, personnel, and materials for the registration of tourism and visitor's bureau delegates or registrants; _____
- Advertising, and conducting solicitations and promotional programs to attract tourists and visitor delegates:** advertising and conducting solicitations and promotional programs to attract tourists and visitor's delegates or registrants to the municipality or its vicinity; _____
- Promotion of the arts:** the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape, and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; _____
- Historical restoration and preservation projects or activities:** historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and visitor's delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of the Tourism and Visitor's Bureau center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and visitors delegates; _____

- Sporting event expenses related to sporting event which substantially increase economic activity at hotels:** for a municipality located in a county with a population of 290,000 or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity. _____
- Signage:** Signage directing tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.
- Transportation system for tourists:** Funding the costs for transporting tourist from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

(Answer the following three (3) questions only if sporting event-related)

If sporting even-related: How many individuals are expected to participate?

If sporting event-related: How many of the participants are expected to be from another city or county?

If sporting event-related: Quantify how the funded event/activity/facilities will substantially increase economic activity at hotel and motels within the City or its vicinity?

Questions for all Funding Requests

How many years have you held this event/activity?

Since 1889

Expected attendance:

150

How many people attending the event/activity/facility will use Stephenville hotels, motels, inn s or bed-and-breakfast establishments?

All attendees

How many nights will they stay?

Most will be 4 nights, some will be 5 nights

Do you reserve a room block for this event/activity/facility at an area hotel and if so, for how many rooms and at which hotels?

LaQuinta Inn & Suites 105 Christy Plaza Drive | Stephenville, TX 76401 | Tel: 254.918.2444

Block of 30 rooms

Please list other years (over the last three years) that you have hosted your event/activity/facility, and list the amount of assistance given from HOT funding and the number of hotel rooms used:

Motel/Year Held	Assistance Amount	Number of Hotel Rooms Used

How will you measure the impact of your event/activity/facility on area hotel activity?

Entries by National Sale Consignors; Entries by National Junior Show Exhibitors; Registration of buyers at the 2024 National Rambouillet Sale; Registration of members at the 2024 committee and general meeting

Please list all other organizations, government entities and grants that have offered financial support to your event/activity/facility, and respective amounts:

Action Dry -- \$500

Tractor Supply -- \$1000

Hamilton Commission Company -- \$150

Keese International Wool -- \$350

Please check all promotion efforts your organization is coordinating, and list the financial amounts committed to each media outlet:

Paid Advertising Newspaper Radio TV Social Media Press Releases

Direct mailing to out-of-town recipients Other

What specific geographic areas do your advertising materials and promotions reach?

We advertise from coast to coast as the membership and producers of Rambouillet sheep are located across the country as well as Canada and Mexico.

What number of individuals located in another city or county will your proposed marketing reach?

We normally use print publications for advertising as well as social media. We do use some agriculture publications that do email blasts that reach 10,000 individuals

The above application for HOT funds received for the City of Stephenville, and the explanation of how such funds will be utilized, is true and accurate.


Authorized Signature

3/04/2024
Date Signed

This Pre-Fund Analysis must be completely and accurately filled out and returned to the City of Stephenville, Attn: Tourism Coordinator, 298 W. Washington St. Stephenville, Texas 76401, no later than **sixty (60) days** before the event/activity/facility. If the total amount of the HOT funds were not used or were not lawfully used, then those funds must be returned or repaid to the City of Stephenville with the Post-Funding Analysis. Questions may be directed to the Tourism Coordinator at (254) 918-1212 or email tourism@stephenvilletx.gov.



STAFF REPORT

SUBJECT: HOT Funds Application: Stephenville Music Club

DEPARTMENT: Tourism

STAFF Michaela Bierman

CONTACT:

RECOMMENDATION:

The Tourism Advisory Board recommends to not fund the Stephenville Music Club's application for the Gospel Music Fest.

BACKGROUND:

Stephenville Music Club – Joyful Noise Gospel Music Fest: \$6,000

- a. This event will take place November 8-9, 2024, at the Stephenville Rec Hall and First Baptist Church. The expected attendance is 200, with about 10 people staying in local hotels. If approved, the HOT Funds granted would be used to fund musical talent, advertising, food for the event, etc.
- b. A representative of the Stephenville Music Club, Elaine Smith, is here to discuss the application to the Committee.

If approved, the funding for these HOT Funds applications can be allocated from an event line item in the Tourism budget that is no longer taking place.

APPLICATION

Organization Information

Date: 1-22-24

Name of Organization Stephenville Music Club

Address: c/o Elaine Smith 17141 FM 847

City, State, Zip: Dublin TX 76446

Contact Name: Elaine Smith

Contact Phone Number: 254 967 5672

Website Address for Event/Activity/Facility:

Is your organization: Non-Profit Private for Profit

Tax ID#: [Redacted]

Organization's Creation Date: 1933

Purpose for your organization: Education and promotion of music in our area

Event/Activity/Facility Information

Name of Event/Activity/Facility: Joyful Noise Gospel Music Fest S'ville Rec Hall Sat

Date of Event/Activity: 11-8-9-2024 1st Bap Church Fri

Primary Location of Event/Activity/Facility: S'ville Rec Hall

Amount of HOT Funding Requested: \$6,000.00

Fund Usage: How will the funds be used?

_____ Payment to Talent
 _____ Rental fees
 _____ Printing & Advertisement
 _____ Professional Sound
 _____ Decorations
 _____ Water & Snacks
 _____ Catering for Fri night

Primary purpose if funded Event/Activity/Facility:

_____ To provide a clean, wholesome music event for
 _____ families in the Stephenville area.

Check that statutory categories apply to funding request and amount requested under each category:

- Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both; _____
- Registration of Tourism and Visitor's Bureau delegates:** the furnishing of facilities, personnel, and materials for the registration of tourism and visitor's bureau delegates or registrants; _____
- Advertising, and conducting solicitations and promotional programs to attract tourists and visitor delegates:** advertising and conducting solicitations and promotional programs to attract tourists and visitor's delegates or registrants to the municipality or its vicinity; _____
- Promotion of the arts:** the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape, and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; _____
- Historical restoration and preservation projects or activities:** historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and visitor's delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of the Tourism and Visitor's Bureau center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and visitors delegates; _____

- Sporting event expenses related to sporting event which substantially increase economic activity at hotels:** for a municipality located in a county with a population of 290,000 or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity. _____
- Signage:** Signage directing tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.
- Transportation system for tourists:** Funding the costs for transporting tourist from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

(Answer the following three (3) questions only if sporting event-related)

If sporting event-related: How many individuals are expected to participate?

If sporting event-related: How many of the participants are expected to be from another city or county?

If sporting event-related: Quantify how the funded event/activity/facilities will substantially increase economic activity at hotel and motels within the City or its vicinity?

Questions for all Funding Requests

How many years have you held this event/activity?

This will be the second year. We had a small event in Oct 2023.

Expected attendance:

Hopefully 200 or more

How many people attending the event/activity/facility will use Stephenville hotels, motels, inns or bed-and-breakfast establishments?

about 10

How many nights will they stay?

1-2

Do you reserve a room block for this event/activity/facility at an area hotel and if so, for how many rooms and at which hotels?

We would, if demand warranted

Please list other years (over the last three years) that you have hosted your event/activity/facility, and list the amount of assistance given from HOT funding and the number of hotel rooms used:

Motel/Year Held	Assistance Amount	Number of Hotel Rooms Used

How will you measure the impact of your event/activity/facility on area hotel activity?

Attendance & feedback from the community

Please list all other organizations, government entities and grants that have offered financial support to your event/activity/facility, and respective amounts:

None.

Please check all promotion efforts your organization is coordinating, and list the financial amounts committed to each media outlet:

- Paid Advertising
- Newspaper
- Radio
- TV
- Social Media
- Press Releases
- Direct mailing to out-of-town recipients
- Other

What specific geographic areas do your advertising materials and promotions reach?

North & Central Texas

What number of individuals located in another city or county will your proposed marketing reach?

100-500

The above application for HOT funds received for the City of Stephenville, and the explanation of how such funds will be utilized, is true and accurate.

Claine Smith
Authorized Signature

1-22-24
Date Signed

This Pre-Fund Analysis must be completely and accurately filled out and returned to the City of Stephenville, Attn: Tourism Coordinator, 298 W. Washington St. Stephenville, Texas 76401, no later than **sixty (60) days** before the event/activity/facility. If the total amount of the HOT funds were not used or were not lawfully used, then those funds must be returned or repaid to the City of Stephenville with the Post-Funding Analysis. Questions may be directed to the Tourism Coordinator at (254) 918-1212 or email tourism@stephenvilletx.gov.

COMMITTEE REPORT

REPORT TYPE: Parks and Leisure Services Committee Report

MEETING: April 16, 2024

Present: Lonny Reisman - Chair, Bob Newby, David Baskett, Brandon Greenhaw

Absent:

DEPARTMENT: Parks and Leisure Services

STAFF CONTACT: Daron Trussell- Director

Committee Report

The City Council Parks and Leisure Services Committee convened on April 16, 2024, and staff presented an agreement for architecture and design services for the development of NYC Field 3.

The Parks and Leisure Services Committee by a vote of 4:0 recommended approval of the agreement with La Terra Studio to be brought before the full council.

March 25, 2024

Daron Trussell

Director of Parks and Leisure Services
298 W. Washington Street
Stephenville, Texas 76401

Re: Proposal for Landscape Architectural Services
CITY PARK – BASEBALL FIELD
Stephenville, TX

Agreement between Client & Landscape Architect

Dear Mr. Trussell:

la terra studio, inc. is pleased to submit this proposal to provide Landscape Architectural Services for the above-referenced project.

AGREEMENT

Between the Landscape Architect's CLIENT:
City of Stephenville
298 W. Washington Street
Stephenville, Texas 76401

and the LANDSCAPE ARCHITECT:
la terra studio, inc.
12001 N. Central Expressway, Suite 1170
Dallas, TX 75243

For the following project:

City Park Baseball Field – Site Planning, Construction Documents, and Bidding services for a high school sized baseball field located on the eastern side of the park on approximately three (3) acres of existing park land. This proposal is based on a preliminary construction budget of \$450,000.

BASIC SERVICES

The Landscape Architect shall provide the following as **BASIC SERVICES**:

Phase 1

Concept Design and Estimating

- Evaluate existing facilities and their quality.
- Meet with staff and stakeholders to gather information about current and future needs.
- Provide a graphic concept sketch of the proposed field layout with pedestrian and access.
- Provide locations for potential future elements such as pavilions, picnic areas, fences and gates for crowd control (ticketed events), warm-up areas, batting cages, etc.
- Provide a Magnitude of Probable cost for budgeting purposes.
- Meet with City Staff (in person or virtually) to discuss concept plan and next steps.

Phase 2 **Design Development**

- Upon the Client's approval of the Concept Design, prepare a preliminary scope of documents and specifications (to a 50% contract / specification level) for the Client's review.
- Provide detailed plans, sections, and elevations of the Landscape Plans and Hardscape Plans along with plant recommendations / samples, and other information to convey Design Development ideas.
- Provide written value engineering recommendations of potential alternatives and cost savings, if requested.
- Meet with City Staff (in person or virtually) to review drawings and receive comments.

Construction Documents

- Coordinate information provided by the Client (and / or Other Consultants as provided by the Client), including structures, site elements, easements, property lines, site plan, building floor plans, topography, utility information, circulation, hardscape, retaining walls, planters, fencing, any existing trees that interface with ballfield development, and plant cover to remain (if any).
- Prepare required CONSTRUCTION DOCUMENTS, including the design of the following:
 - Landscape**
 - Provide a Landscape Plan with planting layout, plant material selections, plant list, tabulations, and notes.
 - Provide construction details articulating landscape elements
 - Provide written technical specifications for installation of landscape elements.
 - Hardscape**
 - Provide Hardscape design, material selections, and general notes. (netting, fence, bleachers, dugouts, walkways, etc.)
 - Provide construction details articulating hardscape elements
 - Provide written technical specifications for installation of hardscape elements.
 - Grading**
 - Provide grading plans to convey water.
 - Provide grading plans to show project meets Texas Accessibility Standards.
 - Provide a balanced cut-fill grading plan to avoid a more detailed study of potential floodplain impacts.
 - Irrigation**
 - Provide an Irrigation Plan utilizing city water sources indicating sleeving, head layout, pipe layout, pipe sizing, controller location and notes.
 - Provide construction details articulating irrigation elements
 - Provide written technical specifications for installation of irrigation elements.
 - Coordinate irrigation sleeving locations shown on other consultant's plans.

- Provide supplemental drawings such as, Site Preparation Plans, Erosion Control Plans, (Contractor to provide SWPPP documentation based on Erosion Control Plans), Vendor supplied drawings, etc.)
- Attend project coordination meetings (in person or virtually) as requested by the Client.

Floodplain Documentation

- Provide a technical memorandum to the city or county engineer stating no impact to the floodplain based on balanced cut / fill grading efforts.
- Review existing FEMA model and determine that no additional effort will be required.
- Floodplain documentation services provided by Urban Strategy, civil engineering.

Bidding

- Prepare contract documents / project manual for bidding (request for bids)
- Response to contractor questions during the bidding process and preparation of necessary addendums.
- Attend bid opening.
- Review Bid proposals.

Construction Observation

- Attend pre-construction meeting.
- Review shop drawings and submittals pertinent to the Landscape Architect's Scope of Work to determine if they conform with the Landscape Architect's visual, technical, and aesthetic design intent.
- Provide two (2) site visits to the site to become generally familiar with and to keep the Client informed about the progress and quality of the work completed in relationship to the Landscape Architect's Construction Documents. The Landscape Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the Construction Documents.
- Provide a 'Site Observation Report' following each project site visit.
- Provide one (1) Site Visit at the Substantial Completion of the Project to participate in compiling the Punch List of items to be addressed.

Texas Department of Licensing and Registration (TDLR) / Texas Architectural Barriers

- File the project with the TDLR.
- Send plan set to Texas Accessibility Specialist (TAS) to review drawings.
- Respond to comments provided by TAS.
- Participate in post construction site visit with TAS.
- Contract with TAS for plan review and post construction site inspection.

EXCLUSIONS AND ADDITIONAL SERVICES

Areas of scope excluded from the Landscape Architect's Basic Services defined above may be provided as additional services upon written consent by the client.

EXCLUSIONS and ADDITIONAL SERVICES include, but are not limited to the following:

- Geo-technical report
- Electrical Engineering
- Structural Engineering
- Mechanical, Electrical and Plumbing Engineering
- 3D Professional Renderings of Master Plan (\$1,800 each)

- Flood Study / Initial Analysis: (\$10,000)
 - a. Data collection
 - i. Obtain available LIDAR for needed data not covered by property topo above (by separate proposal). If the project moves forward actual on the ground cross sections vs. LiDAR will be required.
 - ii. Obtain available existing models (assume from FEMA / FEMA fee by will be treated as a reimbursable)
 - iii. One in person or virtual meeting with city if owner request or if needed.
 - b. Prepare Existing Conditions Model based on obtained FEMA model.
 - i. Hydrology (HEC-HMS)
 - ii. Hydraulics (HEC-RAS)
 - iii. **Note: Fee is based on the current FEMA model being prepared in HEC-HMS and HEC-RAS if existing information obtained is not sufficient for our use, additional fees may be required, in such an event we will notify client prior to proceeding beyond this point.**
 - c. Prepare one proposed condition Model
 - i. Adjust Hydrology (HEC-HMS) for intent of proposed project.
 - ii. Adjust Hydraulics (HEC-RAS) for grading attempting to reclaim some flood plain in areas shown in figure 2.
 - iii. **Note: Amount of floodplain reclamation will be dependent on topography obtained and flow properties in model. There is no way to accurately predict the amount of floodplain to be reclaimed if any.**
 - iv. **Note: Site Detention will not be included at this point, optimization of site detention can be included at a later date if the project moves forward into design.**
 - d. Results Evaluation
 - i. Comparison of 100-yr WSEL, velocities, and freeboard at the cross section immediately downstream of the constriction.
 - ii. Comparison of floodplain extents for existing 100-year floodplain vs. proposed modeled floodplain.
 - e. Deliverable
 - i. Technical memorandum discussing evaluation and results with exhibits.
 - i. Exhibit showing variation of existing 100-yr floodplain vs modeled floodplain.

CLIENT'S RESPONSIBILITIES

The Client agrees to provide the Landscape Architect with information including but not limited to:

- Survey data indicating structures, site elements, easements, property lines, topography, and utility information.
- Tree survey (if Applicable)
- Soil reports
- Proposed site plans, building floor plans, grading, and utility information of adjacent improvements.
- And any other related items requested by the Landscape Architect in order to provide professional services.

The Landscape Architect may rely on the accuracy and completeness of these items and shall not be held responsible for deficiencies or inadequacies of the data.

The Client shall obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

The Client agrees to provide the items described in Article 5.1, and to render decisions in a timely manner, so as not to delay the orderly and sequential progress of the Landscape Architect's services.

COMPENSATION AND PAYMENTS

The Client agrees to pay the Landscape Architect for the **BASIC SERVICES** listed below:

Phase 1

Concept Design and Estimating \$ 7,500

Phase 2

Design Development \$15,000
 Construction Documents \$15,000
 Floodplain Documentation \$ 5,000
 Bidding \$ 4,000
 Construction Observation \$ 4,000
 TDLR / TABS \$ 2,500
\$45,500

Total Basic Services: \$53,000

The fees above assume that the Landscape Architect will perform the entire scope of services outlined in this Agreement. Should any item be deleted from the scope of work, the Landscape Architect reserves the right to adjust the fees for other items as appropriate.

Upon written consent by the Client, the Landscape Architect will provide **ADDITIONAL SERVICES** on an hourly basis with a mutually agreed "not to exceed" amount.

Hourly rates for Additional Services are as follows:

~ Principal	\$ 200.00 / hour
~ Project Manager	\$ 150.00 / hour
~ Intern Landscape Architect	\$ 80.00 / hour
~ CAD Tech.	\$ 70.00 / hour
~ Administrative	\$ 40.00 / hour
~ Irrigation Designer	\$ 120.00 / hour

Reimbursable expenses include but are not limited to: reproduction of graphics and plans, postage, handling of documents, in-house plotting, courier services and authorized travel expenses. All reimbursable expenses shall be billed at a rate of 1.0%.

The Landscape Architect shall bill the Client each month based on a percentage of services completed during the 30 days prior.

STATEMENT OF JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.



TBAE

P.O. Box 12337
Austin, TX 78711-2337
(512) 305 – 9000
<http://www.tbae.state.tx.us/active/home.html>

SUMMARY

la terra studio, inc. is pleased to submit this proposal to you for Landscape Architectural services. We appreciate your consideration and are excited about the opportunity to work together. If you have any questions or need additional information, please feel free to call us. We look forward to the successful completion of this project.

By executing this Agreement, the Landscape Architect and Client agree and accept the terms above.

LANDSCAPE ARCHITECT

la terra studio inc.

Name Michael Black, ASLA
Title CEO, Principal
Dated March 25, 2024

CLIENT

Signature

Name _____
Title _____
Dated _____

Public Works Committee
COMMITTEE REPORT



MEETING: Public Works Committee Meeting – 16 APR 2024
Present: P8 Mark McClinton, Chair; P1 LeAnn Durfey, P2 Justin Haschke; P6 David Baskett
Absent: None
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

Agenda Item 4: Review Professional Services Amendment for Landfill Limited Scope Permit Amendment

Discussion: An amendment to the professional services agreement with Biggs and Mathews Environmental, Inc. was presented for the final portion of engineering services to amend the Stephenville Landfill’s state permit and extend the life of the facility for over one million cubic feet of airspace. It was noted the professional services were anticipated, and the FY23-24 budget allocated \$50,000 specifically for this project.

Committee Action: Following discussion, a motion was made by Mr. Haschke, seconded by Mrs. Durfey, to forward a positive recommendation to the full council to approve the agreement amendment as presented.

Recommendation: The committee voted unanimously to forward a positive recommendation to the full council to approve the agreement amendment with Biggs and Mathews, Inc. as presented.

Agenda Item 5: Review Harbin Drive Proposed Change Order No. 8 for Medians

Discussion: Options to place irrigated sod, plain concrete, or brick-stamped concrete in the medians of Harbin Drive, as a part of the Harbin Drive Improvements Project, were presented. Placing colored and brick-stamped concrete in all sections of medians was estimated at \$591,770. Using the colored and brick-stamped concrete in only larger sections of medians was estimated at \$457,870. It was also noted that sod with irrigation could be placed, with a cost of \$176,500, but would require perpetual maintenance.

Committee Action: Following discussion, a motion was made by Mr. Haschke, seconded by Mrs. Durfey, to forward a positive recommendation to the full council to approve option 1 to place colored and brick-stamped concrete in all median sections as presented.

Recommendation: The committee voted 3:1, with Mr. McClinton as the dissenting vote, in favor of forwarding a positive recommendation to the full council to approve a Change Order to place colored and brick-stamped concrete in the Harbin Drive medians for \$591,770 as presented.

STAFF REPORT



SUBJECT: Landfill Permit Amendment Application – Professional Services Amendment
MEETING: Public Works Committee Meeting - 16 APR 2024
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of an amendment to the professional services agreement with Biggs & Mathews, Inc. (BME) to finalize a state operating permit amendment application for the Stephenville Landfill.

BACKGROUND:

State of Texas records indicate the Stephenville Landfill began accepting Type I waste (regular household waste) as a permitted facility in 1975. Following passage of Subtitle D regulations by the Environmental Protection Agency in 1991, the landfill was re-permitted by the state and converted to accept only Type IV, construction and demolition (C&D), waste.

At the time the decision was made to close the Pre-Subtitle D Type I area and limit the Type IV waste to only the undeveloped area, the city surrendered about 1.4 million cubic yards of airspace that could have been used for C&D waste.

The incoming volume has increased significantly over the last few years and, while increasing revenue, the increased volume has also resulted in a faster depletion of available airspace. Estimates indicate the landfill's current available volume has approximately three (3) years of available airspace. The goal is to reclaim the previously permitted airspace and extend the life of the landfill for 50+ years.

The city has held numerous discussions, both in-person and virtually, with the Texas Commission on Environmental Quality (TCEQ) and has negotiated a method to expand the existing waste-receiving area of the landfill via a "Limited Scope Permit Amendment" process. BME continues to work with the TCEQ on revisions and revisions to the permit amendment.

FISCAL IMPACT SUMMARY:

The initial proposal from BME was approved for \$80,000 in August of 2022 and included three phases of work with the first phase providing for the initial submittal of the application including survey work, drawings, and evaluations. Phase II provided for responses to the TCEQ's technical review and Phase III allowed for a public meeting, should one be required.

The responses to TCEQ's comments and extended technical review periods have prolonged the approval process.

The attached proposed professional services amendment requests \$50,000 to complete the state's approval process.

Additional professional services were anticipated, and the FY23-24 budget allocated \$50,000 specifically for this project.

ATTACHMENTS:

Attached is a copy of the proposed professional services amendment.

[Professional Services Amendment - Limited Scope Permit Amendment Application](#)



BIGGS & MATHEWS ENVIRONMENTAL
 1700 Robert Road, Suite 100
 Mansfield, Texas 76063 ♦ Phone: 817-563-1144
 TBPE No. F-256 ♦ TBPB No. 50222

Memo

To: Nick Williams, Director of Public Works
From: Felipe A. Wescoup, P.E.
Date: March 26, 2024
Re: Limited Scope Permit Amendment Application
 City of Stephenville Landfill
 TCEQ Permit No. MSW 664
 Additional Services – TCEQ Coordination and Response to Technical NOD 2

Biggs and Mathews Environmental (BME) appreciates the opportunity to provide engineering services for the City of Stephenville. In August of 2022, the City of Stephenville authorized BME to prepare and submit a Limited Scope Permit Amendment Application (LSPAA) to reclaim previously permitted airspace at the City of Stephenville Landfill. The original Scope of Professional Services is attached. After protracted coordination with the Texas Commission on Environmental Quality (TCEQ), BME submitted the LSPAA in March of 2023. In June of that year, the TCEQ issued the first Technical Notice of Deficiency (NOD). BME revised the LSPAA and submitted the NOD1 response in August of 2023. In September of 2023, BME responded to a supplementary NOD issued by the TCEQ. In February of this year, 2024, the TCEQ issued a second technical NOD after a five-month review period. BME has already reviewed NOD2 and attended a virtual meeting to discuss the technical comments. BME requests an additional scope of services for continued coordination with the TCEQ and to respond to NOD2.

ADDITIONAL SERVICES PROVIDED

BME has completed the following additional services in response to TCEQ comments and requests during the technical review of the LSPAA.

- Attachment 14 – Landfill Gas Management Plan – after a presubmittal meeting in February 2023 with the TCEQ, BME prepared and included Attachment 14 into the LSPAA.
- Site Operating Plan – in March of 2023, the TCEQ conducted an inspection of the facility. The inspection resulted in the TCEQ requesting an update to the landfill's Site Operating Plan. BME revised and submitted the Site Operating Plan the same month.
- Attachment 4 – Geology Report – NOD1 requested a geology report. BME prepared and included Attachment 4 into the LSPAA in response to NOD1.
- Supplementary NOD Response – in September of 2023 BME revised the LSPAA in response to a supplementary request from the TCEQ.

ADDITIONAL SERVICES BUDGET

Based on the additional services that have been required by the TCEQ during the initial submittal and technical review of the LSPAA to date and the coordination and response required by the TCEQ in NOD2, BME requests an additional services budget of \$50,000 to prepare and submit the response to NOD2.

Public Works
STAFF REPORT



SUBJECT: Harbin Drive Improvements Project – Change Order
MEETING: Public Works Committee Meeting – 16 APR 2024
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of Change Order Number 8 to the contract with Jay Mills Contracting, Inc. for the Harbin Drive Improvements Project for a total cost of \$591,770.00 or \$457,870.00.

BACKGROUND:

On October 4, 2021, the City of Stephenville awarded the above referenced project to Jay Mills Contracting, Inc. for the Base Bid plus Bid Alternate #1, for concrete pavement, in the total amount of \$10,097,474.50.

The project includes the reconstruction of Harbin Drive from Washington Street to the Senator Robert J. Glasgow Loop (formerly Northwest Loop). The existing roadway is being reconstructed with concrete paving, curbs and gutters, and sidewalks. Storm drainage infrastructure is being installed and existing water and sewer lines are being replaced.

PROJECT:

Previous Change Orders and overruns addressing water, sewer, and stormwater utility adjustments as well as signalization and illumination issues have been presented in detail and are summarized in the below table. Change Order Number 8 is pending and is described below.

- **Change Order #8: \$591,770.00 or \$457,870.00 (Pending)**
 - Concrete median improvements between Washington and the Senator Robert J Glasgow Loop
 - **Option 1: \$591,770.00**
 - Colored and Brick-Stamped concrete to be used for all median sections. Existing narrow sections of median concrete paving between Washington and Frey to be removed and replaced.
 - **Option 2: \$457,870.00**
 - Colored and Brick-Stamped concrete to be used in median sections 5-feet or greater in width in lieu of sod. Existing narrow median sections between Washington and Frey to remain as is with plain concrete. Plain concrete paving would be used for remaining narrow sections, per plan.

FISCAL IMPACT SUMMARY:

Below are tabulations of project costs.

Table 1			
Description	Total Amount	TSU Reimbursement	City Obligation
Original Contract	\$ 10,097,475	\$ 1,400,000	\$ 8,697,475
TSU MOU No. 2		\$ 200,000	-\$ 200,000
Approved Change Orders	\$ 743,234	\$ 534,397	\$ 208,836
Pending Change Order No. 8	\$ 591,770		\$ 591,770
Revised Contract	\$ 11,432,478	\$ 2,134,397	\$ 9,298,082
Change Order Overruns	\$ 324,869		\$ 324,869
Additional Overruns	\$ 190,322	\$ 26,054	\$ 164,268
Revised Total with Overruns	\$ 11,947,669	\$ 2,160,451	\$ 9,787,218

Option 2

Pending Change Order No. 8	\$ 457,870		\$ 457,870
Revised Total with Overruns	\$ 11,813,769	\$ 2,160,451	\$ 9,653,318

TSU agreed to cover university project costs of \$1.4 million, per Amendment No. 1 to the Memorandum of Understanding (MOU) executed 01/02/2022. The cost of Change Order No. 3, in the amount of \$534,397, plus \$200,000 for the original scope of work and \$50,000 in contingency, was authorized for reimbursement by TSU in MOU No. 2 executed 1/3/2023.

The addition of the approved and pending change order amounts as well as the cost overruns to the original contract amount of \$10,097,475 yields a total contract amount of \$11,947,669 comprised of TSU's obligation of \$2,160,451 and the city's obligation of \$9,787,218. Original project funding was appropriated with \$8.5 million in FY21-22 bond proceeds. Additional funding of \$1,056,707 allocated from a combination of FY21-22 and FY22-23 Annual Street Maintenance Programs with Interest Earned provides \$9.56 million to cover the project.

The \$9.56 million currently allocated for the city's portion of the project leaves a balance of approximately \$230,511. Allocating \$500,000 from the \$1,200,000 FY23-24 Annual Street Maintenance Program is proposed to cover the cost of Change Order No. 8 and provide funding for any final, contemplated, or unforeseen issues on this project. Any remaining amount would be reallocated back to the FY23-24 Annual Street Maintenance Program.

It is recommended that Change Order No. 8, in the amount of \$591,770 be approved for a revised total contact amount of \$11,947,669. Alternatively, Option 2 in the amount \$457,870 would provide a cost savings of \$133,900, with revised total contact amount of \$11,813,769.

The below table shows a summary of project costs.

Table 2			
Change Order	Change Order Amount	Amount Applied To Existing Pay Items	Total
No. 1 (Approved)	\$ 24,971		\$ 24,971
No. 2 (Approved)	\$ 11,620	\$ 106,265	\$ 117,885
No. 3 (Approved)	TSU \$ 534,397		\$ 534,397
No. 4 (Approved)	\$ 54,395	\$ 211,425	\$ 265,820
No. 5 (Approved)	\$ 32,187		\$ 32,187
No. 6 (Approved)	\$ 44,124		\$ 44,124
No. 7 (Approved)	\$ 41,540	\$ 7,179	\$ 48,719
Approved CO Subtotal	\$ 743,234	\$ 324,869	\$ 1,068,103
Additional Overruns		\$ 190,322	\$ 190,322
No. 8 (Pending – Option 1)	\$ 591,770		\$ 591,770
Total	\$ 1,335,004	\$ 515,191	\$ 1,850,195

Option 2

No. 8 (Pending – Option 2)	\$ 457,870		\$ 457,870
Total	\$ 1,201,104	\$ 515,191	\$ 1,716,295

ATTACHMENTS:

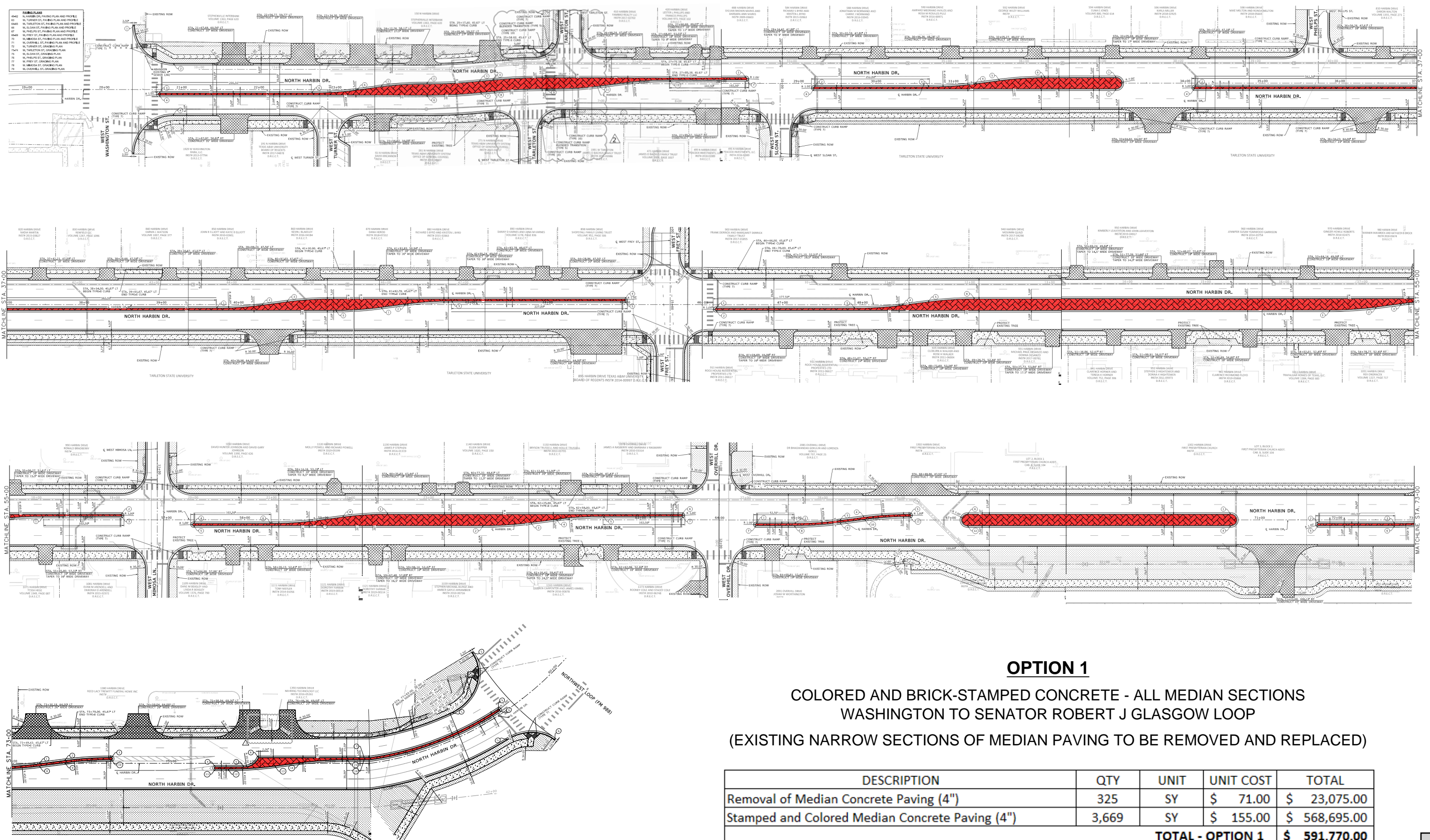
Options 1 and 2 are attached as exhibits a visual representation of the median improvements.

[Option 1 – \\$591,770.00 – Colored and Brick-Stamped Concrete on all median sections.](#)

[Option 2 – \\$457,870.00 – Colored and Brick-Stamped concrete on median sections 5-feet or greater in width.](#)

HARBIN DRIVE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 8 MEDIAN IMPROVEMENTS



OPTION 1

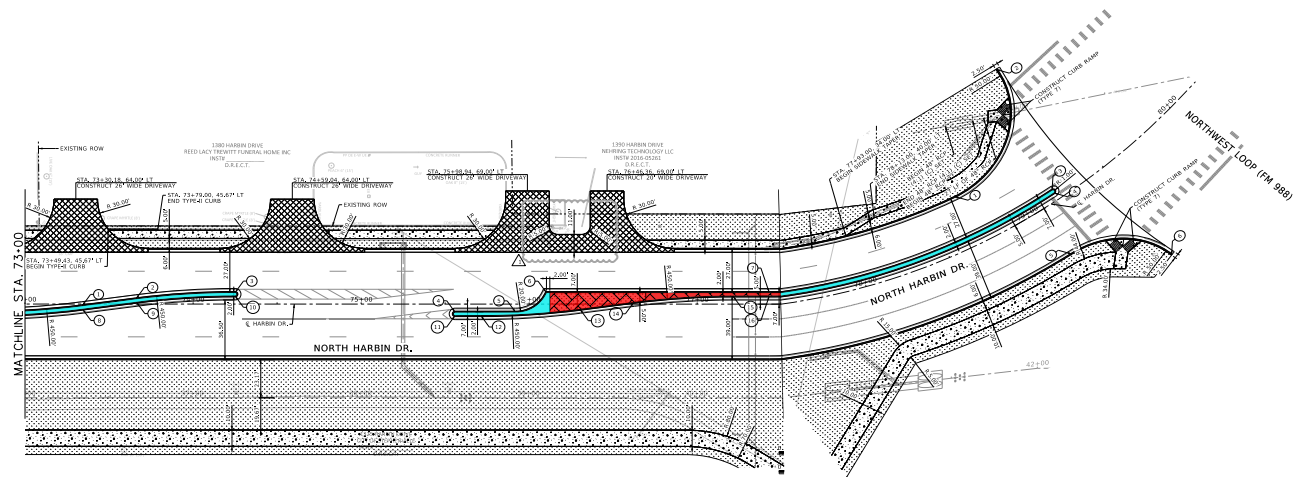
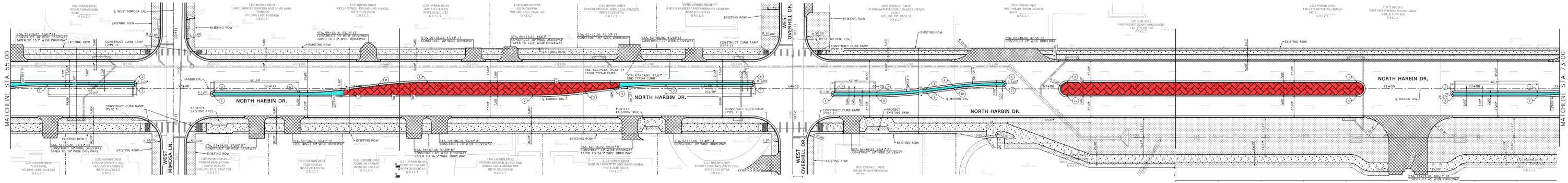
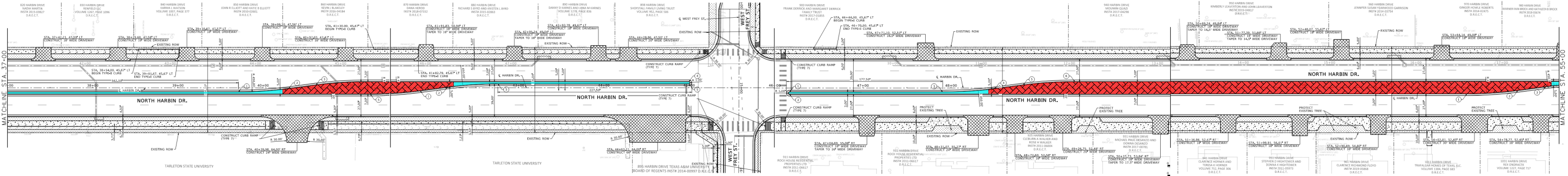
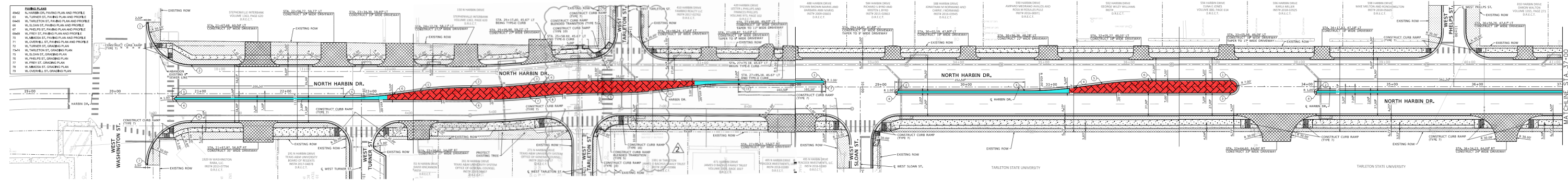
COLORED AND BRICK-STAMPED CONCRETE - ALL MEDIAN SECTIONS
WASHINGTON TO SENATOR ROBERT J GLASGOW LOOP
(EXISTING NARROW SECTIONS OF MEDIAN PAVING TO BE REMOVED AND REPLACED)

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Removal of Median Concrete Paving (4")	325	SY	\$ 71.00	\$ 23,075.00
Stamped and Colored Median Concrete Paving (4")	3,669	SY	\$ 155.00	\$ 568,695.00
TOTAL - OPTION 1				\$ 591,770.00

HARBIN DRIVE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 8 MEDIAN IMPROVEMENTS

Item 11.



OPTION 2

COLORED AND BRICK-STAMPED CONCRETE - MEDIAN SECTIONS 5-FT AND WIDER
WASHINGTON TO SENATOR ROBERT J GLASGOW LOOP
PLAIN CONCRETE - NARROW (2-FT) MEDIAN SECTIONS & TRANSITION SECTIONS (2-FT - 5-FT)
WASHINGTON TO SENATOR ROBERT J GLASGOW LOOP
(EXISTING MEDIAN PAVING TO REMAIN)

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Stamped and Colored Median Concrete Paving (4")	2,954	SY	\$ 155.00	\$ 457,870.00
TOTAL - OPTION 2			\$	457,870.00

PROJECT:	Harbin Drive Improvements		
OWNER:	City of Stephenville	OWNER PROJ #	ITB 3299
CONTRACTOR:	Jay Mills Contracting, Inc.	CONTRACTOR #	9377
ENGINEER:	Freese and Nichols, Inc.	ENG. PROJ. #	STE19752

CHANGE ORDER NO. 8	CHANGE ORDER DATE:
--	--

Change Order Description: Median improvements from Washington to Senator RJG Loop, in lieu of sod.
 Make following additions/deletions or modifications to work described in the Contract Documents:

	Pay Item	Quantity Change	Unit	Unit Cost	Applied to Pay App	Cost
New	Removal of Median Concrete Paving (4")	325	SY	\$ 71.00		\$ 23,075.00
New	Stamped and Colored Median Concrete Paving (4")	3,669	SY	\$ 155.00		\$ 568,695.00
TOTAL COST APPLIED TO PAY APP:					\$ -	
TOTAL COST CHANGE ORDER 8:						\$ 591,770.00

The compensation agreed to upon in this change order is full, complete and final payment for all costs the Contractor may incur as a result of or related to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other affect on changed or unchanged work as a result of this Change Order.

Contract Cost and/or Time Impacts:

Original Contract Amount	\$10,097,474.50
Previously Approved Change Order Amount	\$743,233.79
Adjusted Contract Amount	\$10,840,708.29
Proposed Change Order Amount (this change order)	\$591,770.00
Revised Contract Amount	\$11,432,478.29
Previous Contract Time	660
Previous Substantial Completion Date	10-Nov-23
Previous Final Completion Date	9-Jan-24
Proposed Change in Contract Time (this change order)	60
Revised Contract Time	720
Revised Substantial Completion Date	9-Jan-24
Revised Final Completion Date	9-Mar-24

Recommended by:

FREESE AND NICHOLS, INC.

By  05/02/2024
Date

Approved by:

Jay Mills Contracting, Inc.

By  5/1/2024
Date

Approved by:

City of Stephenville

By _____
Date



STAFF REPORT

SUBJECT: Monthly Budget Report for the Period Ending March 31st, 2024

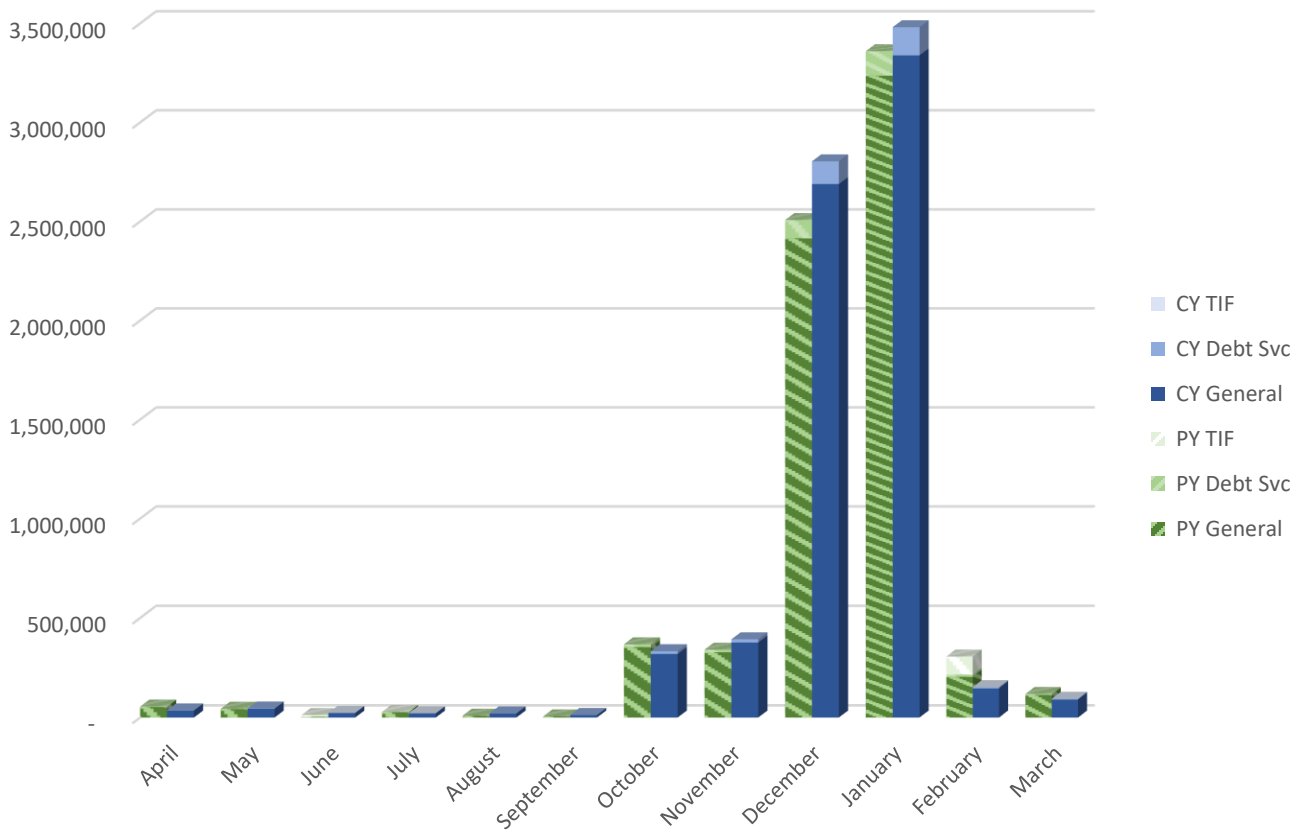
DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

BACKGROUND:

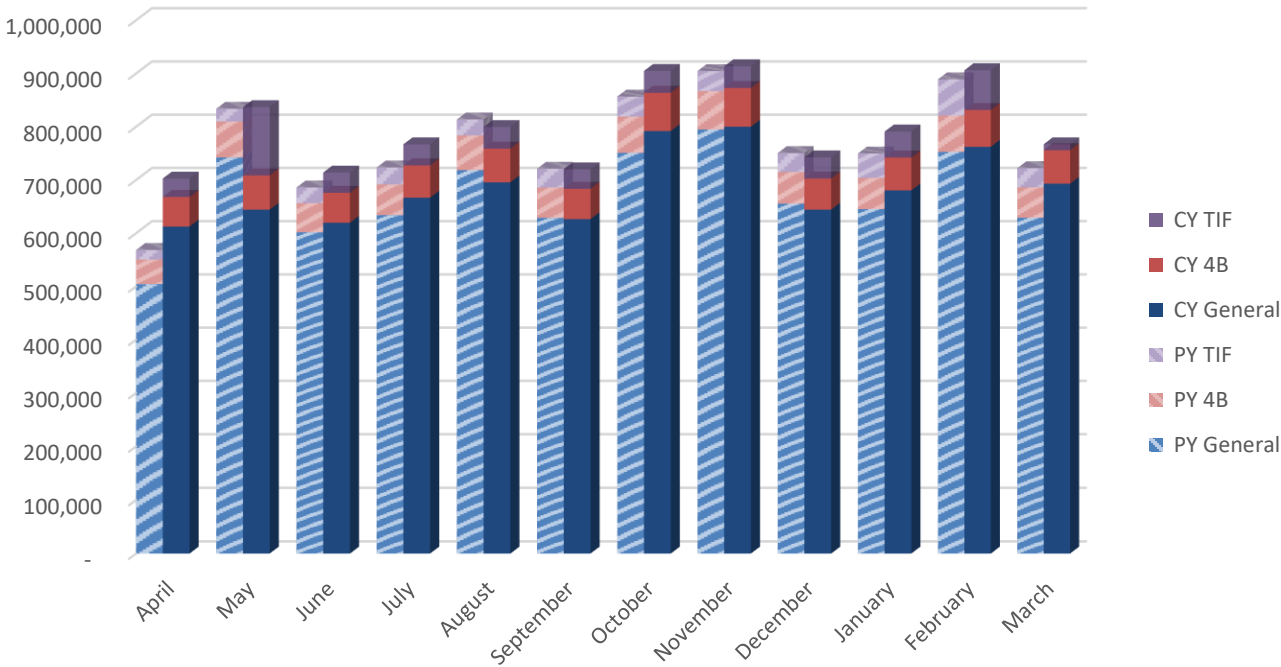
In reviewing the financial statements ending March 31st, 2024, the financial indicators are overall as or better than anticipated.

Property Tax Collections
2 year 12 month rolling comparison

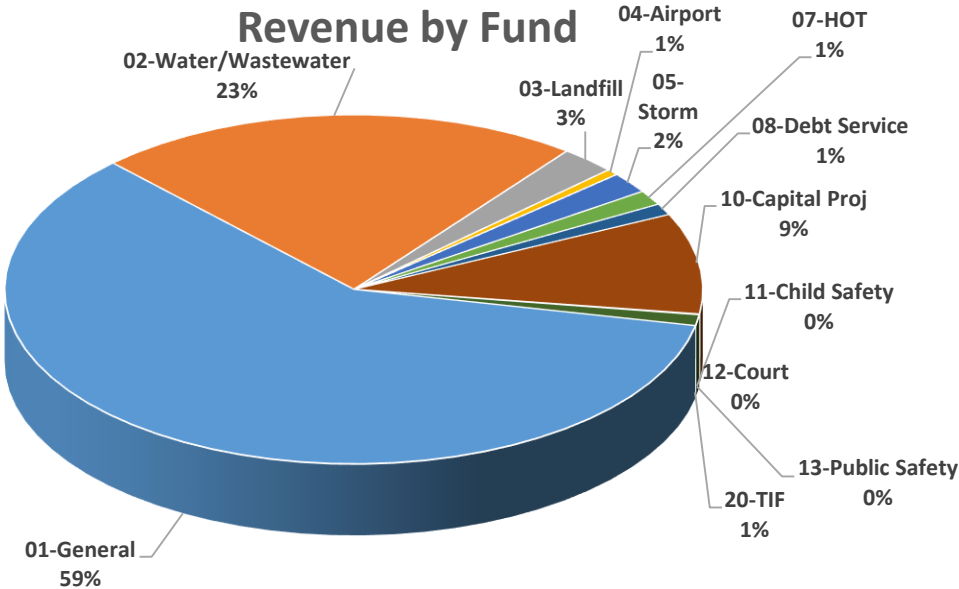


We received \$94K in property taxes in the month of March, resulting in a \$256K increase over the funds collected last fiscal year to date. The amount collected is 99% of the \$7.3 million budget, which is \$88K more than anticipated.

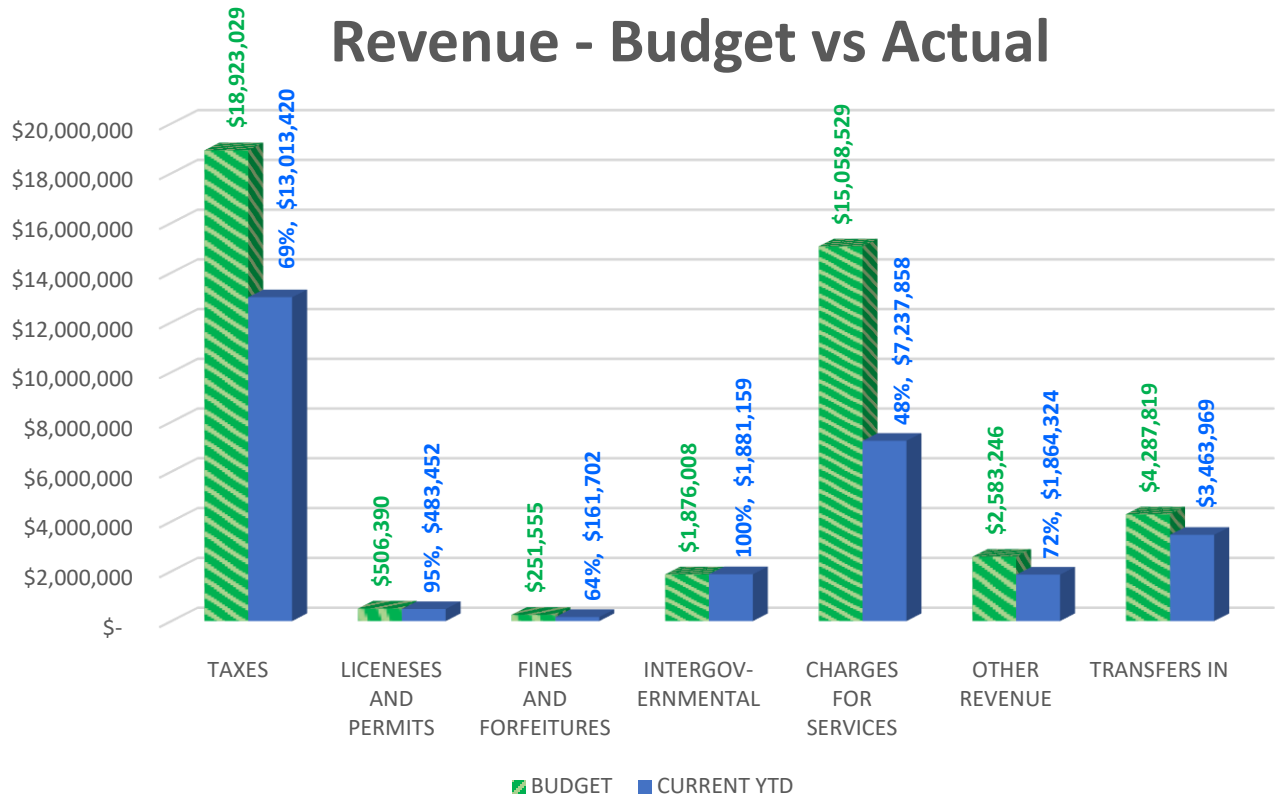
Sales and Use Tax 2 year 12 month rolling comparison



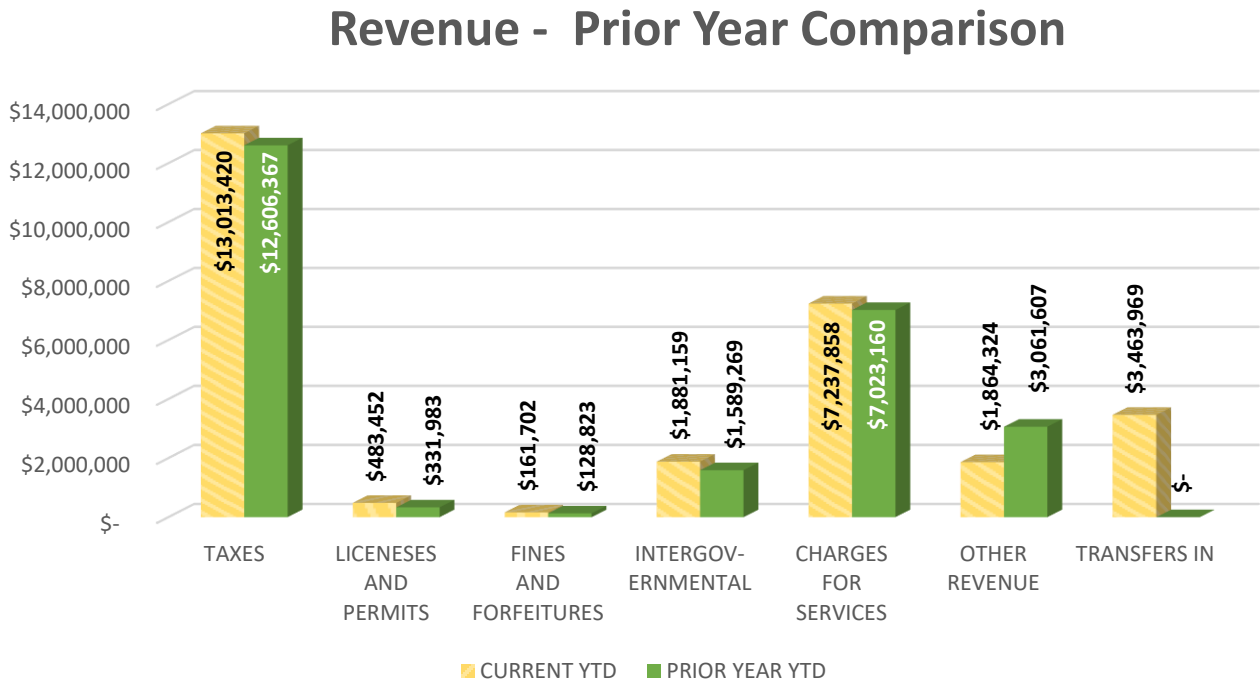
We received \$767K in sales tax in March, resulting in \$153K or 3% more than the funds collected last fiscal year to date. The amount collected is 53% of the \$9.4 million budget, which is \$412K higher than anticipated.



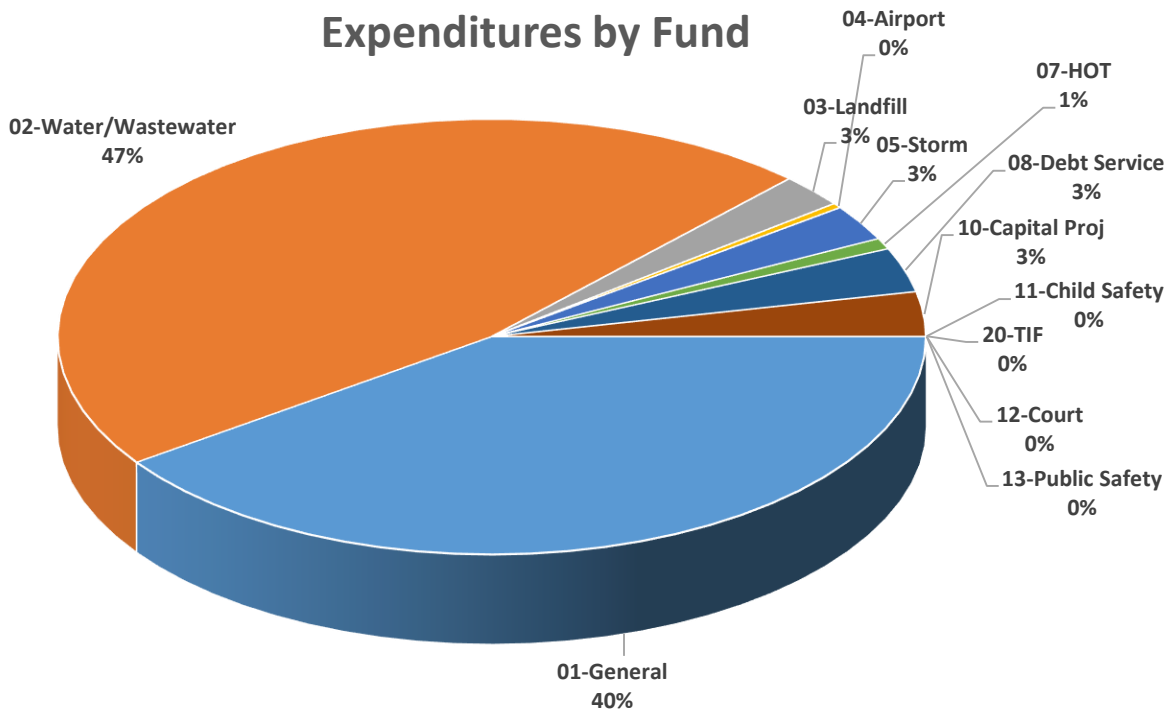
Of the \$28 million revenue received to date, 59% was received in the General Fund, 23% was received in the Water/Wastewater Fund, 9% was received in the Capital Projects Fund and 3% was received in the Landfill Fund.



We received 63% of the total budgeted revenues through March, which is \$3.2 million more than anticipated due to taxes, building permits, intergovernmental, charges for services, and investment income.

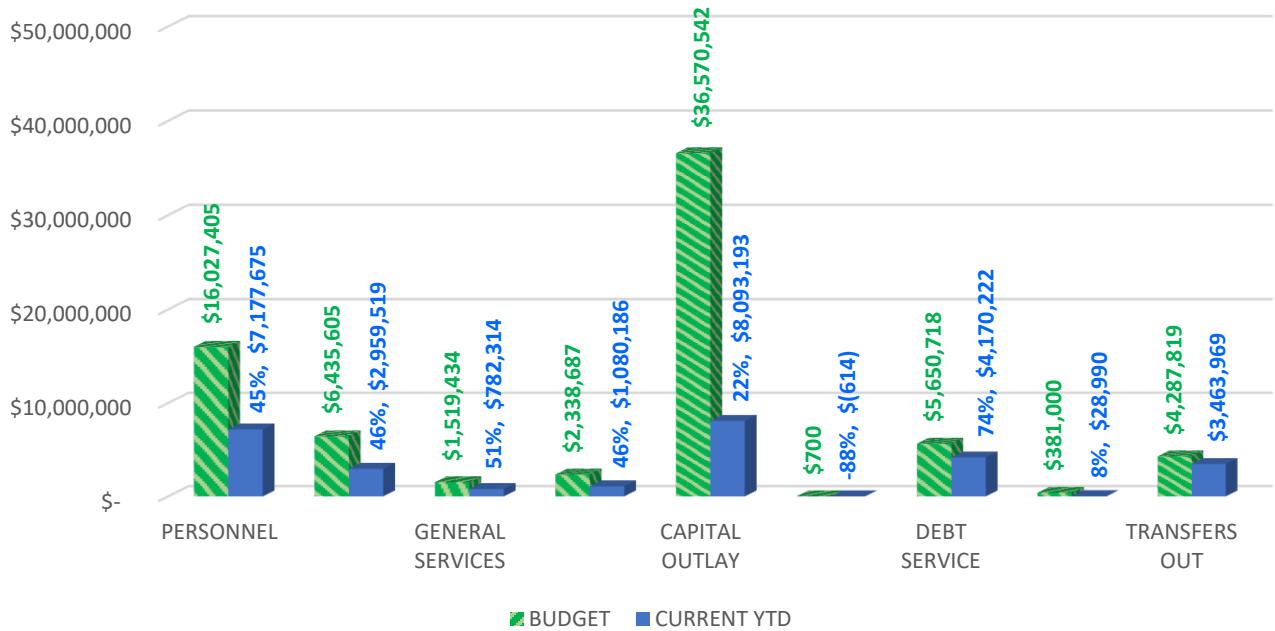


We received \$3.4K more revenue through March than last fiscal year to taxes, intergovernmental, charges for services, and transfers which were posted earlier this year than last year.



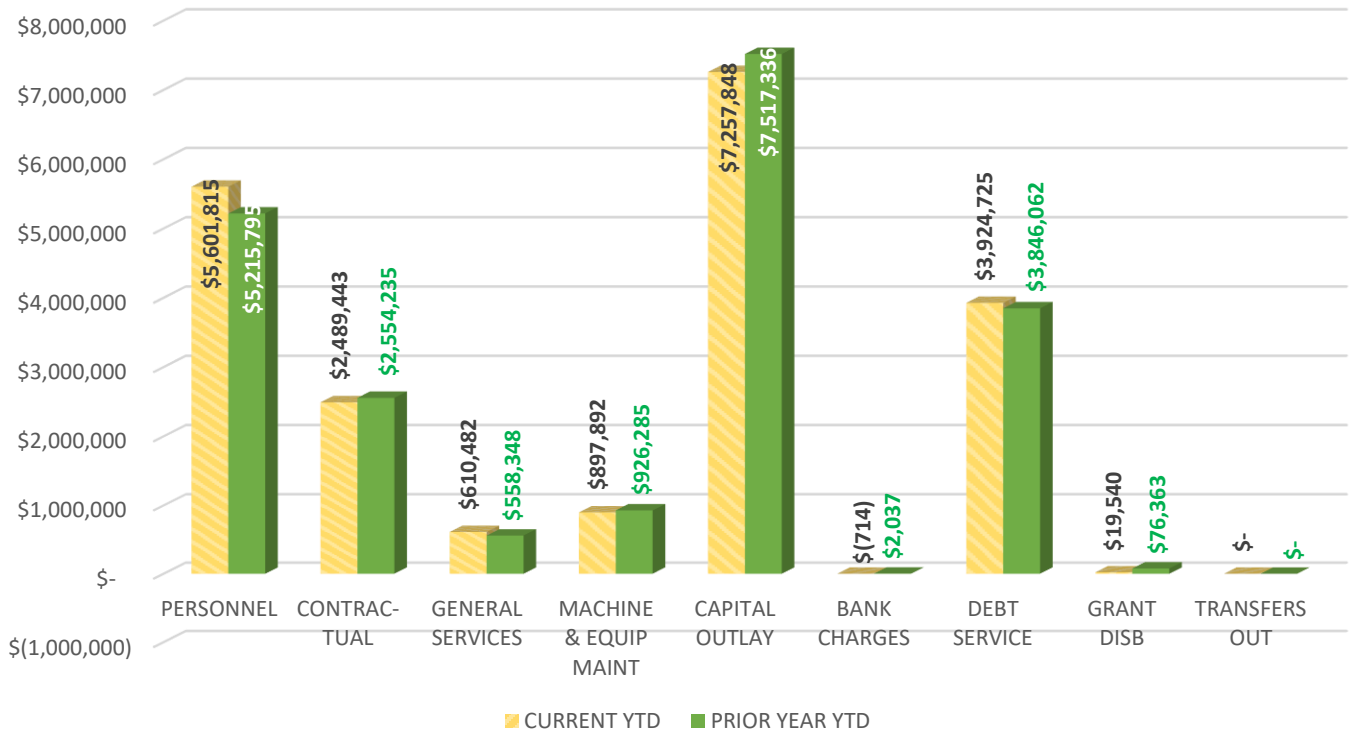
Of the \$27.8 million spent to date, 47% was expended in the Water/Wastewater Fund, 40% was expended in the General Fund, 3% was expended in the Capital Projects Fund, 3% was expended in the Debt Service Fund, 3% was expended in the Storm Fund and 3% was expended in the Landfill Fund.

Expenditures - Budget vs Actual



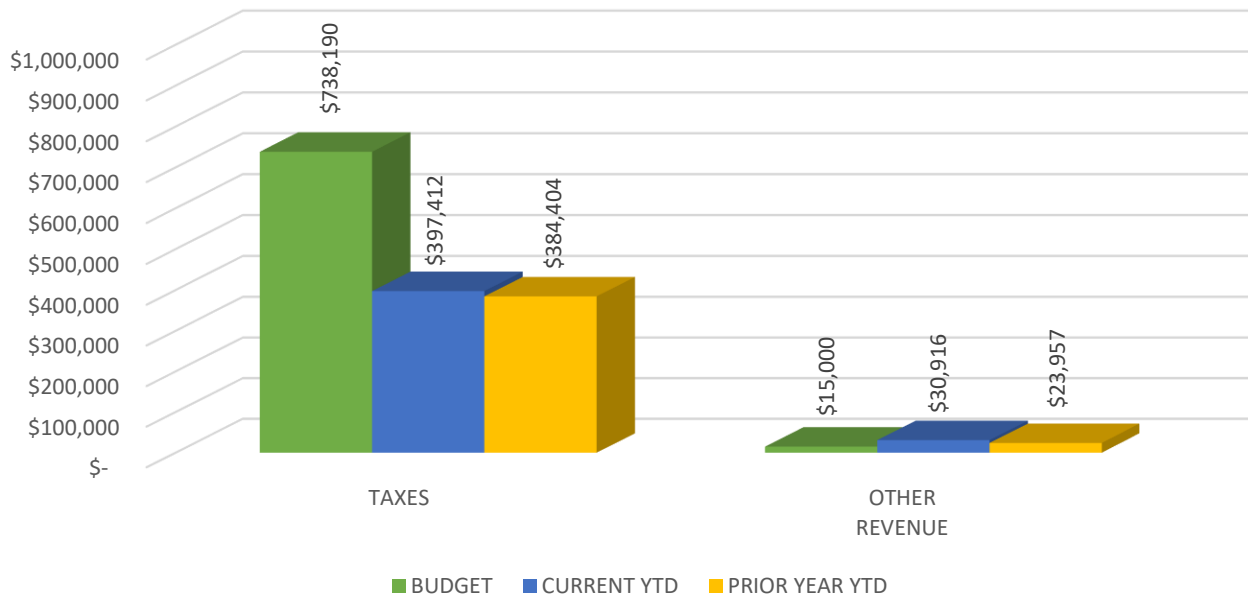
We have expended 35% of the total budgeted expenditures through March, which is \$12.2 million less than anticipated due to personnel, general services, machine & equipment maintenance, and capital outlay.

Expenditures - Prior Year Comparison



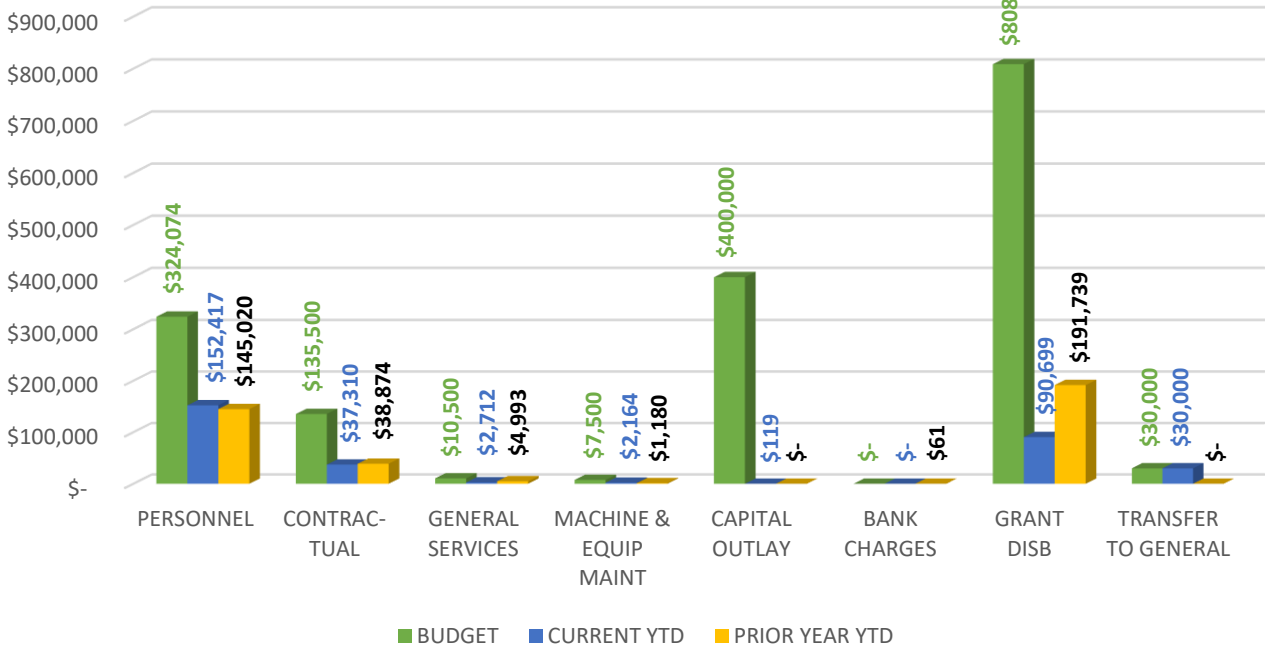
We spent \$784K more in expenditures through March than last fiscal year to date due to personnel and transfers which were posted earlier this year than last year.

SEDA Revenue Comparison



SEDA has received an overall 57% of budgeted revenue through March, which is \$20K more than last fiscal year to date and \$66K more than anticipated due to taxes and interest income.

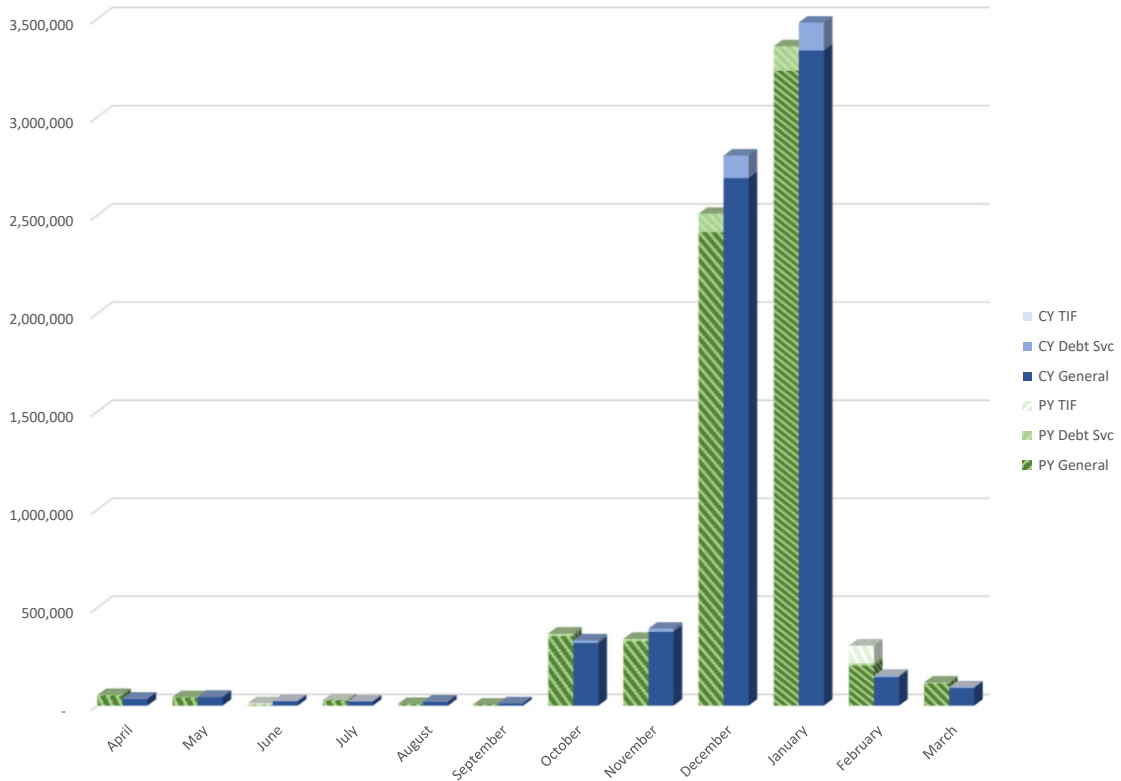
SEDA Expenditure Comparison



SEDA has spent an overall 18% of budgeted expenditures through March, which is \$66K less than last fiscal year to date due to grant disbursements and \$553K less than anticipated due to contractual, capital outlay, and grant disbursements.



Property Tax Collections
2 year 12 month rolling comparison



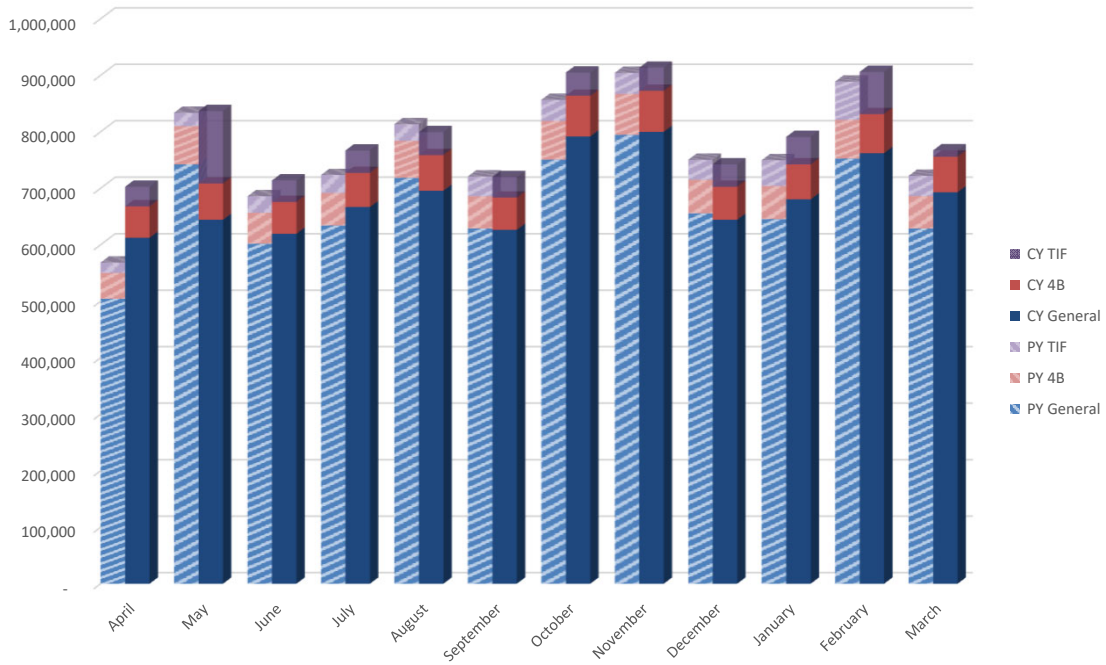
Month	General Fund	Debt Svc	TIF	Total	Month	General Fund	Debt Svc	TIF	Total
Apr-22	52,666	2,172	-	54,838	Apr-23	34,588	1,329	-	35,917
May-22	42,164	1,926	-	44,090	May-23	43,776	1,691	-	45,467
Jun-22	3,566	652	7,969	12,187	Jun-23	22,298	864	-	23,162
Jul-22	27,022	1,193	-	28,214	Jul-23	20,824	789	-	21,613
Aug-22	8,974	521	-	9,495	Aug-23	20,172	782	-	20,954
Sep-22	5,893	71	-	5,964	Sep-23	12,245	475	-	12,720
Oct-22	353,997	13,810	-	367,806	Oct-23	319,330	13,573	-	332,903
Nov-22	328,095	12,581	-	340,676	Nov-23	376,834	16,009	-	392,843
Dec-22	2,414,751	92,491	-	2,507,242	Dec-23	2,689,123	114,387	-	2,803,510
Jan-23	3,236,094	123,719	-	3,359,813	Jan-24	3,338,531	142,029	-	3,480,560
Feb-23	204,387	11,299	90,511	306,196	Feb-24	146,100	6,211	-	152,311
Mar-23	113,674	4,365	-	118,039	Mar-24	90,280	3,823	-	94,103
12 month total				<u>7,154,560</u>	12 month total				<u>7,416,064</u>
Oct-Mar 2023				<u>6,999,772</u>	Oct-Mar 2024				<u>7,256,230</u>
FY 2022-2023 Total				7,159,594	FY 2023-2024 Budget				7,329,505

Collection to date as percentage of fiscal year total 97.77%

Collection to date as percentage of fiscal year budget 99.00%



Sales and Use Tax
2 year 12 month rolling comparison



Month	General	4B	TIF	Total	Month	General	4B	TIF	Total	% Change +/-
Apr-22	504,572	45,870	18,078	568,520	Apr-23	612,376	55,671	34,659	702,706	23.60%
May-22	742,430	67,494	23,768	833,692	May-23	644,203	64,276	128,365	836,844	0.38%
Jun-22	601,902	54,718	29,243	685,863	Jun-23	619,536	56,321	38,026	713,883	4.09%
Jul-22	634,088	57,644	31,769	723,501	Jul-23	666,728	60,612	39,634	766,973	6.01%
Aug-22	718,562	65,324	29,738	813,623	Aug-23	695,586	63,235	40,619	799,440	-1.74%
Sep-22	628,870	57,170	35,054	721,094	Sep-23	626,485	56,953	36,556	719,994	-0.15%
Oct-22	750,926	68,266	37,363	856,555	Oct-23	791,837	71,985	40,998	904,820	5.63%
Nov-22	794,878	72,262	37,299	904,439	Nov-23	799,930	72,721	40,912	913,564	1.01%
Dec-22	655,484	59,589	35,438	750,511	Dec-23	644,243	58,568	39,651	742,461	-1.07%
Jan-23	645,364	58,669	45,703	749,737	Jan-24	680,348	61,850	48,784	790,982	5.50%
Feb-23	752,799	68,436	67,794	889,029	Feb-24	762,215	69,292	74,566	906,073	1.92%
Mar-23	628,988	57,181	35,931	722,100	Mar-24	692,961	62,996	11,134	767,091	6.23%
12 month total				<u>9,218,663</u>	12 month total				<u>9,564,829</u>	3.76%
Oct-Feb 2023				<u>4,872,369</u>	Oct-Feb 2024				<u>5,024,989</u>	3.13%
FY 2022-2023 Total				9,412,210	FY 2023-2024 Budget				9,413,312	
Collection to date as percentage of fiscal year total				51.77%	Collection to date as percentage of fiscal year budget				53.38%	



City of Stephenville

Item 12.
Budget Variance Report
 As Of: 03/31/2024

Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	910,076.04	788,424.77	121,651.27	12,118,732.77	11,378,018.43	740,714.34	71	17,077,099.00	(4,958,366.23)	29
LICENSES AND PERMITS	29,107.58	29,697.43	(589.85)	466,676.22	251,070.08	215,606.14	98	476,890.00	(10,213.78)	2
FINES AND FORFEITURES	30,461.66	8,193.44	22,268.22	153,015.38	119,852.44	33,162.94	64	237,640.00	(84,624.62)	36
INTERGOVERNMENTAL	270,429.79	300.00	270,129.79	860,549.41	51,800.00	808,749.41	100	862,674.00	(2,124.59)	0
CHARGES FOR SERVICES	89,049.80	129,553.24	(40,503.44)	432,222.92	556,557.02	(124,334.10)	32	1,342,520.00	(910,297.08)	68
OTHER REVENUE	141,821.16	5,009.93	136,811.23	826,189.87	367,434.22	458,755.65	143	577,600.00	248,589.87	-43
TRANSFER	1,876,004.00	0.00	1,876,004.00	1,876,004.00	1,876,004.00	0.00	100	1,876,004.00	0.00	0
TOTAL REVENUE	3,346,950.03	961,178.81	2,385,771.22	16,733,390.57	14,600,736.19	2,132,654.38	75	22,450,427.00	(5,717,036.43)	25
EXPENSE SUMMARY										
CITY COUNCIL	16,331.30	69,022.94	52,691.64	172,391.90	426,899.65	254,507.75	21	840,849.00	(668,457.10)	79
CITY MANAGER	47,793.30	46,872.43	(920.87)	202,163.11	212,366.21	10,203.10	47	432,612.00	(230,448.89)	53
CITY SECRETARY	17,132.70	22,619.31	5,486.61	123,555.46	109,652.79	(13,902.67)	55	223,386.00	(99,830.54)	45
EMERGENCY MANAGEMENT	837.15	490.34	(346.81)	14,619.95	15,793.56	1,173.61	75	19,380.00	(4,760.05)	25
MUNICIPAL BUILDING	9,514.08	11,776.92	2,262.84	96,873.70	100,793.06	3,919.36	58	167,560.00	(70,686.30)	42
MUNICIPAL SERVICES CTR	8,620.06	11,490.61	2,870.55	69,864.10	75,318.77	5,454.67	52	135,080.00	(65,215.90)	48
HUMAN RESOURCES	13,057.95	25,882.84	12,824.89	84,451.76	139,986.54	55,534.78	30	282,471.00	(198,019.24)	70
DOWNTOWN	17,439.13	18,878.81	1,439.68	86,090.24	110,091.05	24,000.81	41	211,170.00	(125,079.76)	59
FINANCE	64,002.95	83,581.70	19,578.75	323,547.78	408,970.27	85,422.49	39	830,601.00	(507,053.22)	61
INFORMATION TECHNOLOGY	32,126.19	46,121.45	13,995.26	270,709.42	241,334.93	(29,374.49)	56	487,532.00	(216,822.58)	44
TAX	56,191.68	212.94	(55,978.74)	164,999.60	155,392.16	(9,607.44)	81	204,490.00	(39,490.40)	19
LEGAL COUNSEL	9,318.96	12,050.78	2,731.82	53,258.56	67,513.26	14,254.70	37	144,848.00	(91,589.44)	63
MUNICIPAL COURT	13,780.37	13,213.23	(567.14)	72,714.38	68,400.89	(4,313.49)	52	139,187.00	(66,472.62)	48
STREET MAINTENANCE	80,605.24	100,151.61	19,546.37	482,194.09	660,244.61	178,050.52	40	1,195,550.00	(713,355.91)	60
PARKS & LEISURE ADM	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	

Budget Variance Report
Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
PARKS & RECREATION	162,273.53	243,133.45	80,859.92	975,172.08	1,279,853.84	304,681.76	37	2,649,725.00	(1,674,552.92)	63
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	28,711.86	29,995.68	1,283.82	134,431.91	144,906.88	10,474.97	46	293,481.00	(159,049.09)	54
SENIOR CENTER	22,721.19	146,594.83	123,873.64	150,317.60	867,451.98	717,134.38	9	1,733,470.00	(1,583,152.40)	91
AQUATIC CENTER	8,865.11	24,466.12	15,601.01	56,535.02	80,997.75	24,462.73	15	371,659.00	(315,123.98)	85
FIRE DEPARTMENT	441,492.83	462,957.50	21,464.67	2,352,171.55	2,488,899.67	136,728.12	49	4,816,543.00	(2,464,371.45)	51
POLICE DEPARTMENT	626,345.96	871,602.59	245,256.63	3,306,989.70	4,215,050.58	908,060.88	38	8,621,725.00	(5,314,735.30)	62
DEVELOPMENT SERVICES	74,244.49	84,354.61	10,110.12	434,615.02	411,400.89	(23,214.13)	52	835,156.00	(400,540.98)	48
GIS	9,192.63	12,881.53	3,688.90	42,906.48	63,000.42	20,093.94	34	127,369.00	(84,462.52)	66
TRANSFERS	1,493,383.00	0.00	(1,493,383.00)	1,493,383.00	1,493,383.00	0.00	95	1,567,248.00	(73,865.00)	5
TOTAL EXPENSE	3,253,981.66	2,338,352.22	(915,629.44)	11,163,956.41	13,837,702.76	2,673,746.35	42	26,331,092.00	15,167,135.59	58
REVENUE OVER/(UNDER) EXPENDITURE	92,968.37	(1,377,173.41)	1,470,141.78	5,569,434.16	763,033.43	4,806,400.73		(3,880,665.00)	(20,884,172.02)	

Budget Variance Report

Fund: 02 - WATER AND WASTEWATER FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	54.92	184.06	(129.14)	1,343.32	544.20	799.12	134	1,000.00	343.32	-34
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	866,363.23	788,434.75	77,928.48	5,562,949.89	5,168,450.27	394,499.62	50	11,167,733.00	(5,604,783.11)	50
OTHER REVENUE	99,109.89	4,150.92	94,958.97	686,185.10	10,051.46	676,133.64	148	463,000.00	223,185.10	-48
TRANSFER	94,582.00	0.00	94,582.00	94,582.00	94,582.00	0.00	100	94,582.00	0.00	0
TOTAL REVENUE	1,060,110.04	792,769.73	267,340.31	6,345,060.31	5,273,627.93	1,071,432.38	54	11,726,315.00	(5,381,254.69)	46
EXPENSE SUMMARY										
UTILITIES ADMINISTRATION	84,603.15	346,985.45	262,382.30	817,161.61	1,918,993.86	1,101,832.25	21	3,849,010.00	(3,031,848.39)	79
WATER PRODUCTION	391,602.09	203,161.81	(188,440.28)	1,005,227.16	1,416,336.16	411,109.00	38	2,612,539.00	(1,607,311.84)	62
WATER DISTRIBUTION	31,122.19	175,465.85	144,343.66	475,564.06	1,069,170.00	593,605.94	23	2,092,635.00	(1,617,070.94)	77
CUSTOMER SERVICE	37,895.26	35,881.01	(2,014.25)	154,652.70	199,665.64	45,012.94	40	384,667.00	(230,014.30)	60
WASTEWATER COLLECTION	751,976.05	1,388,641.32	636,665.27	5,346,941.03	8,332,826.28	2,985,885.25	32	16,624,869.00	(11,277,927.97)	68
WASTEWATER TREATMENT	94,618.64	251,517.92	156,899.28	590,946.49	1,520,212.52	929,266.03	19	3,030,507.00	(2,439,560.51)	81
BILLING & COLLECTION	67,914.54	47,736.46	(20,178.08)	280,355.85	270,863.17	(9,492.68)	52	543,895.00	(263,539.15)	48
NON-DEPARTMENTAL	1,866,083.19	258,683.83	(1,607,399.36)	4,328,003.92	4,313,260.98	(14,742.94)	81	5,338,670.00	(1,010,666.08)	19
TOTAL EXPENSE	3,325,815.11	2,708,073.65	(617,741.46)	12,998,852.82	19,041,328.61	6,042,475.79	38	34,476,792.00	21,477,939.18	62
REVENUE OVER/(UNDER) EXPENDITURE	(2,265,705.07)	(1,915,303.92)	(350,401.15)	(6,653,792.51)	(13,767,700.68)	7,113,908.17		(22,750,477.00)	(26,859,193.87)	

Budget Variance Report

Fund: 03 - SANITARY LANDFILL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
CHARGES FOR SERVICES	124,241.14	101,989.60	22,251.54	658,827.43	554,541.15	104,286.28	48	1,380,400.00	(721,572.57)	52
OTHER REVENUE	12,200.42	407.66	11,792.76	61,697.27	1,918.62	59,778.65	356	17,350.00	44,347.27	-256
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	136,441.56	102,397.26	34,044.30	720,524.70	556,459.77	164,064.93	52	1,397,750.00	(677,225.30)	48
<u>EXPENSE SUMMARY</u>										
LANDFILL	177,306.28	94,117.89	(83,188.39)	683,517.57	882,003.48	198,485.91	49	1,403,815.00	(720,297.43)	51
TOTAL EXPENSE	177,306.28	94,117.89	(83,188.39)	683,517.57	882,003.48	198,485.91	49	1,403,815.00	720,297.43	51
REVENUE OVER/(UNDER) EXPENDITURE	(40,864.72)	8,279.37	(49,144.09)	37,007.13	(325,543.71)	362,550.84		(6,065.00)	(1,397,522.73)	

Budget Variance Report
Fund: 04 - AIRPORT FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	8,557.00	9,036.21	(479.21)	78,217.87	74,502.61	3,715.26	60	130,350.00	(52,132.13)	40
OTHER REVENUE	0.00	118,539.21	(118,539.21)	2,850.00	711,235.26	(708,385.26)	0	1,423,040.00	(1,420,190.00)	100
TRANSFER	77,091.00	0.00	77,091.00	77,091.00	77,091.00	0.00	100	77,091.00	0.00	0
TOTAL REVENUE	85,648.00	127,575.42	(41,927.42)	158,158.87	862,828.87	(704,670.00)	10	1,640,481.00	(1,482,322.13)	90
<u>EXPENSE SUMMARY</u>										
AIRPORT	15,682.53	147,466.20	131,783.67	101,076.15	878,657.74	777,581.59	6	1,751,636.00	(1,650,559.85)	94
TOTAL EXPENSE	15,682.53	147,466.20	131,783.67	101,076.15	878,657.74	777,581.59	6	1,751,636.00	1,650,559.85	94
REVENUE OVER/(UNDER) EXPENDITURE	69,965.47	(19,890.78)	89,856.25	57,082.72	(15,828.87)	72,911.59		(111,155.00)	(3,132,881.98)	

Budget Variance Report

Fund: 05 - STORM WATER DRAINAGE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	549.84	0.00	549.84	13,449.47	0.00	13,449.47	54	25,000.00	(11,550.53)	46
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	83,257.23	83,506.71	(249.48)	499,189.42	500,060.34	(870.92)	50	1,000,272.00	(501,082.58)	50
OTHER REVENUE	4,313.67	27.31	4,286.36	31,969.93	56.34	31,913.59	1,421	2,250.00	29,719.93	1,321
TOTAL REVENUE	88,120.74	83,534.02	4,586.72	544,608.82	500,116.68	44,492.14	53	1,027,522.00	(482,913.18)	47
EXPENSE SUMMARY										
STORM WATER DRAINAGE	291,187.00	58,593.16	(232,593.84)	741,099.83	1,023,925.96	282,826.13	51	1,451,268.00	(710,168.17)	49
TOTAL EXPENSE	291,187.00	58,593.16	(232,593.84)	741,099.83	1,023,925.96	282,826.13	51	1,451,268.00	710,168.17	49
REVENUE OVER/(UNDER) EXPENDITURE	(203,066.26)	24,940.86	(228,007.12)	(196,491.01)	(523,809.28)	327,318.27		(423,746.00)	(1,193,081.35)	

Budget Variance Report

Fund: 07 - HOTEL OCCUPANCY TAX FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	80,633.08	78,085.77	2,547.31	341,683.06	278,949.33	62,733.73	44	771,420.00	(429,736.94)	56
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	6,450.00	0.00	6,450.00	6,450.00	0.00	6,450.00	26	24,754.00	(18,304.00)	74
OTHER REVENUE	6,626.02	68.00	6,558.02	37,887.26	147.12	37,740.14	842	4,500.00	33,387.26	-742
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	93,709.10	78,153.77	15,555.33	386,020.32	279,096.45	106,923.87	48	800,674.00	(414,653.68)	52
EXPENSE SUMMARY										
TOURISM	30,792.17	69,134.16	38,341.99	228,764.97	418,443.66	189,678.69	28	826,714.00	(597,949.03)	72
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	30,792.17	69,134.16	38,341.99	228,764.97	418,443.66	189,678.69	28	826,714.00	597,949.03	72
REVENUE OVER/(UNDER) EXPENDITURE	62,916.93	9,019.61	53,897.32	157,255.35	(139,347.21)	296,602.56		(26,040.00)	(1,012,602.71)	

Budget Variance Report

Fund: 08 - DEBT SERVICE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	4,138.00	3,800.38	337.62	296,960.55	266,598.44	30,362.11	109	273,240.00	23,720.55	-9
OTHER REVENUE	108.55	59.56	48.99	757.12	211.86	545.26	38	2,000.00	(1,242.88)	62
TRANSFER	0.00	0.00	0.00	0.00	672,025.00	(672,025.00)	0	823,850.00	(823,850.00)	100
TOTAL REVENUE	4,246.55	3,859.94	386.61	297,717.67	938,835.30	(641,117.63)	27	1,099,090.00	(801,372.33)	73
<u>EXPENSE SUMMARY</u>										
DEBT SERVICE	0.00	0.00	0.00	917,175.00	917,175.00	0.00	84	1,096,625.00	(179,450.00)	16
TOTAL EXPENSE	0.00	0.00	0.00	917,175.00	917,175.00	0.00	84	1,096,625.00	179,450.00	16
REVENUE OVER/(UNDER) EXPENDITURE	4,246.55	3,859.94	386.61	(619,457.33)	21,660.30	(641,117.63)		2,465.00	(980,822.33)	

Budget Variance Report

Fund: 10 - CAPITAL PROJECTS FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	0.00	291.66	(291.66)	1,982.50	1,749.96	232.54	57	3,500.00	(1,517.50)	43
INTERGOVERNMENTAL	0.00	29,090.92	(29,090.92)	1,013,328.55	174,545.52	838,783.03	75	1,349,225.00	(335,896.45)	25
CHARGES FOR SERVICES	0.00	1,041.25	(1,041.25)	0.00	6,247.50	(6,247.50)	0	12,500.00	(12,500.00)	100
OTHER REVENUE	35,742.44	2,169.01	33,573.43	186,849.32	4,948.55	181,900.77	166	112,500.00	74,349.32	-66
TRANSFER	1,416,292.00	0.00	1,416,292.00	1,416,292.00	1,416,292.00	0.00	100	1,416,292.00	0.00	0
TOTAL REVENUE	1,452,034.44	32,592.84	1,419,441.60	2,618,452.37	1,603,783.53	1,014,668.84	90	2,894,017.00	(275,564.63)	10
EXPENSE SUMMARY										
STREET MAINTENANCE	148,024.50	617,898.86	469,874.36	920,725.48	3,707,393.16	2,786,667.68	12	7,417,183.00	(6,496,457.52)	88
PARKS & RECREATION	0.00	84,217.63	84,217.63	0.00	505,305.78	505,305.78	0	1,011,016.00	(1,011,016.00)	100
FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	148,024.50	702,116.49	554,091.99	920,725.48	4,212,698.94	3,291,973.46	11	8,428,199.00	7,507,473.52	89
REVENUE OVER/(UNDER) EXPENDITURE	1,304,009.94	(669,523.65)	1,973,533.59	1,697,726.89	(2,608,915.41)	4,306,642.30		(5,534,182.00)	(7,783,038.15)	

Budget Variance Report

Fund: 11 - CHILD SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
FINES AND FORFEITURES	275.00	226.01	48.99	1,513.13	1,019.53	493.60	76	2,000.00	(486.87)	24
OTHER REVENUE	54.17	1.15	53.02	294.97	2.97	292.00	393	75.00	219.97	-293
TOTAL REVENUE	329.17	227.16	102.01	1,808.10	1,022.50	785.60	87	2,075.00	(266.90)	13
EXPENSE SUMMARY										
CHILD SAFETY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
REVENUE OVER/(UNDER) EXPENDITURE	329.17	227.16	102.01	1,808.10	1,022.50	785.60		2,075.00	(266.90)	

Budget Variance Report

Fund: 12 - COURT TECHNOLOGY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
FINES AND FORFEITURES	1,177.14	1,235.53	(58.39)	7,173.10	5,922.66	1,250.44	60	11,915.00	(4,741.90)	40
OTHER REVENUE	174.23	2.34	171.89	920.17	4.88	915.29	613	150.00	770.17	-513
TOTAL REVENUE	1,351.37	1,237.87	113.50	8,093.27	5,927.54	2,165.73	67	12,065.00	(3,971.73)	33
EXPENSE SUMMARY										
COURT TECHNOLOGY	0.00	1,259.91	1,259.91	0.00	7,559.46	7,559.46	0	15,125.00	(15,125.00)	100
TOTAL EXPENSE	0.00	1,259.91	1,259.91	0.00	7,559.46	7,559.46	0	15,125.00	15,125.00	100
REVENUE OVER/(UNDER) EXPENDITURE	1,351.37	(22.04)	1,373.41	8,093.27	(1,631.92)	9,725.19		(3,060.00)	(19,096.73)	

Budget Variance Report

Fund: 13 - PUBLIC SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
FINES AND FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
INTERGOVERNMENTAL	3,992.23	0.00	3,992.23	7,280.60	3,200.00	4,080.60	228	3,200.00	4,080.60	-128
OTHER REVENUE	261.24	10.62	250.62	1,490.42	23.55	1,466.87	199	750.00	740.42	-99
TOTAL REVENUE	4,253.47	10.62	4,242.85	8,771.02	3,223.55	5,547.47	222	3,950.00	4,821.02	-122
<u>EXPENSE SUMMARY</u>										
PUBLIC SAFETY	285.00	1,666.00	1,381.00	285.00	9,996.00	9,711.00	1	20,000.00	(19,715.00)	99
TOTAL EXPENSE	285.00	1,666.00	1,381.00	285.00	9,996.00	9,711.00	1	20,000.00	19,715.00	99
REVENUE OVER/(UNDER) EXPENDITURE	3,968.47	(1,655.38)	5,623.85	8,486.02	(6,772.45)	15,258.47		(16,050.00)	(14,893.98)	

Budget Variance Report

Fund: 20 - TAX INCREMENT FINANCING FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	11,133.70	46,373.06	(35,239.36)	256,044.04	438,218.44	(182,174.40)	32	801,270.00	(545,225.96)	68
OTHER REVENUE	5,075.26	192.45	4,882.81	27,232.89	249.32	26,983.57	227	12,000.00	15,232.89	-127
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	16,208.96	46,565.51	(30,356.55)	283,276.93	438,467.76	(155,190.83)	35	813,270.00	(529,993.07)	65
<u>EXPENSE SUMMARY</u>										
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00	661,825.00	661,825.00	0	823,850.00	(823,850.00)	100
TOTAL EXPENSE	0.00	0.00	0.00	0.00	661,825.00	661,825.00	0	823,850.00	823,850.00	100
REVENUE OVER/(UNDER) EXPENDITURE	16,208.96	46,565.51	(30,356.55)	283,276.93	(223,357.24)	506,634.17		(10,580.00)	(1,353,843.07)	

Budget Variance Report
Fund: 79 - SEDA

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	62,996.42	56,102.44	6,893.98	397,412.10	361,565.43	35,846.67	54	738,190.00	(340,777.90)	46
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
OTHER REVENUE	5,025.02	265.37	4,759.65	30,915.70	595.48	30,320.22	206	15,000.00	15,915.70	-106
TOTAL REVENUE	68,021.44	56,367.81	11,653.63	428,327.80	362,160.91	66,166.89	57	753,190.00	(324,862.20)	43
<u>EXPENSE SUMMARY</u>										
SEDA	86,342.17	150,060.70	63,718.53	315,420.76	867,970.42	552,549.66	18	1,716,394.00	(1,400,973.24)	82
TOTAL EXPENSE	86,342.17	150,060.70	63,718.53	315,420.76	867,970.42	552,549.66	18	1,716,394.00	1,400,973.24	82
REVENUE OVER/(UNDER) EXPENDITURE	(18,320.73)	(93,692.89)	75,372.16	112,907.04	(505,809.51)	618,716.55		(963,204.00)	(1,725,835.44)	



City of Stephenville

Item 12.

Prior-Year Comparative Income Statement Group Summary

For the Period Ending 03/31/2024

Categor...	2022-2023 March Activity	2023-2024 March Activity	March Variance Favorable / (Unfavorable)	Variance %	2022-2023 YTD Activity	2023-2024 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 01 - GENERAL FUND								
Revenue								
40 - TAXES	838,737.82	910,076.04	71,338.22	8.51%	11,664,144.94	12,118,732.77	454,587.83	3.90%
41 - LICENSES AND PERMITS	60,475.62	29,107.58	-31,368.04	-51.87%	319,176.56	466,676.22	147,499.66	46.21%
42 - FINES AND FORFEITURES	12,161.71	30,461.66	18,299.95	150.47%	121,586.74	153,015.38	31,428.64	25.85%
43 - INTERGOVERNMENTAL	54,994.96	270,429.79	215,434.83	391.74%	451,637.11	860,549.41	408,912.30	90.54%
44 - CHARGES FOR SERVICES	102,522.58	89,049.80	-13,472.78	-13.14%	552,735.61	432,222.92	-120,512.69	-21.80%
45 - OTHER REVENUE	117,424.16	141,821.16	24,397.00	20.78%	764,982.08	826,189.87	61,207.79	8.00%
49 - TRANSFER	0.00	1,876,004.00	1,876,004.00	0.00%	0.00	1,876,004.00	1,876,004.00	0.00%
Revenue Total:	1,186,316.85	3,346,950.03	2,160,633.18	182.13%	13,874,263.04	16,733,390.57	2,859,127.53	20.61%
Expense								
Department: 101 - CITY COUNCIL								
51 - PERSONNEL	1,825.19	1,963.45	-138.26	-7.58%	11,385.71	11,414.29	-28.58	-0.25%
52 - CONTRACTUAL	9,418.01	9,506.50	-88.49	-0.94%	95,262.42	68,405.99	26,856.43	28.19%
53 - GENERAL SERVICES	0.00	148.95	-148.95	0.00%	2,996.65	2,992.04	4.61	0.15%
55 - CAPITAL OUTLAY	0.00	4,712.40	-4,712.40	0.00%	0.00	89,013.78	-89,013.78	0.00%
58 - GRANT DISBURSEMENTS	1,000.00	0.00	1,000.00	100.00%	1,000.00	565.80	434.20	43.42%
Department 101 - CITY COUNCIL Total:	12,243.20	16,331.30	-4,088.10	-33.39%	110,644.78	172,391.90	-61,747.12	-55.81%
Department: 102 - CITY MANAGER								
51 - PERSONNEL	26,449.41	43,796.29	-17,346.88	-65.59%	119,471.52	193,230.33	-73,758.81	-61.74%
52 - CONTRACTUAL	103.93	3,681.49	-3,577.56	-3,442.28%	4,970.72	7,540.99	-2,570.27	-51.71%
53 - GENERAL SERVICES	154.82	315.52	-160.70	-103.80%	591.06	1,391.79	-800.73	-135.47%
Department 102 - CITY MANAGER Total:	26,708.16	47,793.30	-21,085.14	-78.95%	125,033.30	202,163.11	-77,129.81	-61.69%
Department: 103 - CITY SECRETARY								
51 - PERSONNEL	10,635.60	16,242.73	-5,607.13	-52.72%	36,313.66	66,595.81	-30,282.15	-83.39%
52 - CONTRACTUAL	1,257.06	889.97	367.09	29.20%	19,374.25	12,598.78	6,775.47	34.97%
53 - GENERAL SERVICES	49.33	0.00	49.33	100.00%	462.41	1,969.57	-1,507.16	-325.94%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	46,749.25	42,391.30	4,357.95	9.32%
Department 103 - CITY SECRETARY Total:	11,941.99	17,132.70	-5,190.71	-43.47%	102,899.57	123,555.46	-20,655.89	-20.07%
Department: 104 - EMERGENCY MANAGEMENT								
52 - CONTRACTUAL	437.61	837.15	-399.54	-91.30%	14,120.82	14,619.95	-499.13	-3.53%
Department 104 - EMERGENCY MANAGEMENT Total:	437.61	837.15	-399.54	-91.30%	14,120.82	14,619.95	-499.13	-3.53%
Department: 105 - MUNICIPAL BUILDING								
51 - PERSONNEL	2,824.34	2,945.39	-121.05	-4.29%	12,718.33	13,728.92	-1,010.59	-7.95%

Prior-Year Comparative Income Statement

For the Period Ending 03/

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Categor...	March Variance				YTD Variance			
	2022-2023 March Activity	2023-2024 March Activity	Favorable / (Unfavorable)	Variance %	2022-2023 YTD Activity	2023-2024 YTD Activity	Favorable / (Unfavorable)	Variance %
52 - CONTRACTUAL	1,237.25	2,688.85	-1,451.60	-117.32%	16,550.34	22,907.36	-6,357.02	-38.41%
53 - GENERAL SERVICES	344.91	2,534.35	-2,189.44	-634.79%	7,588.86	32,464.15	-24,875.29	-327.79%
54 - MACHINE & EQUIPMENT MAI	328.52	1,345.49	-1,016.97	-309.56%	21,811.47	21,946.54	-135.07	-0.62%
55 - CAPITAL OUTLAY	209.80	0.00	209.80	100.00%	209.80	5,826.73	-5,616.93	-2,677.28%
Department 105 - MUNICIPAL BUILDING Total:	4,944.82	9,514.08	-4,569.26	-92.40%	58,878.80	96,873.70	-37,994.90	-64.53%
Department: 106 - MUNICIPAL SERVICES CTR								
51 - PERSONNEL	6,736.09	6,995.97	-259.88	-3.86%	30,134.04	31,474.08	-1,340.04	-4.45%
52 - CONTRACTUAL	1,630.10	1,807.25	-177.15	-10.87%	16,503.58	16,353.64	149.94	0.91%
53 - GENERAL SERVICES	-2,370.03	-183.16	-2,186.87	-92.27%	4,297.48	5,380.74	-1,083.26	-25.21%
54 - MACHINE & EQUIPMENT MAI	2,499.00	0.00	2,499.00	100.00%	9,868.73	16,655.64	-6,786.91	-68.77%
Department 106 - MUNICIPAL SERVICES CTR Total:	8,495.16	8,620.06	-124.90	-1.47%	60,803.83	69,864.10	-9,060.27	-14.90%
Department: 107 - HUMAN RESOURCES								
51 - PERSONNEL	9,244.28	9,191.26	53.02	0.57%	41,565.51	41,333.76	231.75	0.56%
52 - CONTRACTUAL	3,759.57	3,821.24	-61.67	-1.64%	35,816.14	42,816.53	-7,000.39	-19.55%
53 - GENERAL SERVICES	0.00	45.45	-45.45	0.00%	461.71	301.47	160.24	34.71%
Department 107 - HUMAN RESOURCES Total:	13,003.85	13,057.95	-54.10	-0.42%	77,843.36	84,451.76	-6,608.40	-8.49%
Department: 108 - DOWNTOWN								
51 - PERSONNEL	8,487.67	7,375.77	1,111.90	13.10%	37,629.15	31,819.88	5,809.27	15.44%
52 - CONTRACTUAL	979.48	2,102.42	-1,122.94	-114.65%	38,206.58	37,589.94	616.64	1.61%
53 - GENERAL SERVICES	-55.73	7,960.94	-8,016.67	-14,384.84%	-55.73	16,680.42	-16,736.15	-30,030.77%
Department 108 - DOWNTOWN Total:	9,411.42	17,439.13	-8,027.71	-85.30%	75,780.00	86,090.24	-10,310.24	-13.61%
Department: 201 - FINANCE								
51 - PERSONNEL	51,317.17	57,266.10	-5,948.93	-11.59%	224,857.14	254,182.04	-29,324.90	-13.04%
52 - CONTRACTUAL	16,329.61	4,545.60	11,784.01	72.16%	75,272.03	27,295.03	47,977.00	63.74%
53 - GENERAL SERVICES	0.00	18.75	-18.75	0.00%	518.16	527.89	-9.73	-1.88%
54 - MACHINE & EQUIPMENT MAI	0.00	2,072.50	-2,072.50	0.00%	29,119.68	43,409.45	-14,289.77	-49.07%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
56 - BANK CHARGES	100.00	100.00	0.00	0.00%	1,386.53	-1,866.63	3,253.16	234.63%
Department 201 - FINANCE Total:	67,746.78	64,002.95	3,743.83	5.53%	331,153.54	323,547.78	7,605.76	2.30%
Department: 203 - INFORMATION TECHNOLOGY								
51 - PERSONNEL	22,916.15	21,918.33	997.82	4.35%	101,549.71	95,670.57	5,879.14	5.79%
52 - CONTRACTUAL	103.35	597.99	-494.64	-478.61%	1,020.46	1,774.52	-754.06	-73.89%
53 - GENERAL SERVICES	519.43	7,608.83	-7,089.40	-1,364.84%	21,206.26	43,002.44	-21,796.18	-102.78%
54 - MACHINE & EQUIPMENT MAI	13,700.30	2,001.04	11,699.26	85.39%	104,127.51	130,261.89	-26,134.38	-25.10%
Department 203 - INFORMATION TECHNOLOGY Total:	37,239.23	32,126.19	5,113.04	13.73%	227,903.94	270,709.42	-42,805.48	-18.78%
Department: 204 - TAX								
52 - CONTRACTUAL	196.80	56,191.68	-55,994.88	-28,452.68%	149,955.92	164,999.60	-15,043.68	-10.03%
Department 204 - TAX Total:	196.80	56,191.68	-55,994.88	-28,452.68%	149,955.92	164,999.60	-15,043.68	-10.03%
Department: 301 - LEGAL COUNSEL								
51 - PERSONNEL	8,246.08	9,301.50	-1,055.42	-12.80%	50,889.69	53,108.71	-2,219.02	-4.36%

Prior-Year Comparative Income Statement

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Categor...	March Variance				YTD Variance			
	2022-2023 March Activity	2023-2024 March Activity	Favorable / (Unfavorable)	Variance %	2022-2023 YTD Activity	2023-2024 YTD Activity	Favorable / (Unfavorable)	Variance %
52 - CONTRACTUAL	8.13	17.46	-9.33	-114.76%	180.80	149.85	30.95	17.12%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	10.81	0.00	10.81	100.00%
Department 301 - LEGAL COUNSEL Total:	8,254.21	9,318.96	-1,064.75	-12.90%	51,081.30	53,258.56	-2,177.26	-4.26%
Department: 302 - MUNICIPAL COURT								
51 - PERSONNEL	8,639.12	9,162.18	-523.06	-6.05%	38,211.23	44,203.83	-5,992.60	-15.68%
52 - CONTRACTUAL	3,822.41	2,272.88	1,549.53	40.54%	21,270.38	20,378.77	891.61	4.19%
53 - GENERAL SERVICES	1,252.70	1,803.51	-550.81	-43.97%	5,854.82	7,589.98	-1,735.16	-29.64%
54 - MACHINE & EQUIPMENT MAI	0.00	541.80	-541.80	0.00%	4,683.47	541.80	4,141.67	88.43%
Department 302 - MUNICIPAL COURT Total:	13,714.23	13,780.37	-66.14	-0.48%	70,019.90	72,714.38	-2,694.48	-3.85%
Department: 402 - STREET MAINTENANCE								
51 - PERSONNEL	46,348.07	37,149.84	9,198.23	19.85%	212,542.32	194,392.53	18,149.79	8.54%
52 - CONTRACTUAL	960.60	33,908.95	-32,948.35	-3,429.98%	84,546.42	118,411.48	-33,865.06	-40.05%
53 - GENERAL SERVICES	4,811.91	2,005.70	2,806.21	58.32%	17,125.44	15,456.83	1,668.61	9.74%
54 - MACHINE & EQUIPMENT MAI	4,726.13	7,540.75	-2,814.62	-59.55%	23,201.25	38,948.25	-15,747.00	-67.87%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	114,985.00	-114,985.00	0.00%
Department 402 - STREET MAINTENANCE Total:	56,846.71	80,605.24	-23,758.53	-41.79%	337,415.43	482,194.09	-144,778.66	-42.91%
Department: 501 - PARKS & RECREATION								
51 - PERSONNEL	112,442.21	108,814.52	3,627.69	3.23%	461,214.64	496,517.21	-35,302.57	-7.65%
52 - CONTRACTUAL	24,434.52	21,253.86	3,180.66	13.02%	143,690.57	110,810.38	32,880.19	22.88%
53 - GENERAL SERVICES	17,405.70	21,620.02	-4,214.32	-24.21%	77,412.56	80,366.07	-2,953.51	-3.82%
54 - MACHINE & EQUIPMENT MAI	21,936.16	10,585.13	11,351.03	51.75%	79,063.94	89,891.35	-10,827.41	-13.69%
55 - CAPITAL OUTLAY	9,441.00	0.00	9,441.00	100.00%	235,919.10	197,587.07	38,332.03	16.25%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	5.33	0.00	5.33	100.00%
Department 501 - PARKS & RECREATION Total:	185,659.59	162,273.53	23,386.06	12.60%	997,306.14	975,172.08	22,134.06	2.22%
Department: 504 - LIBRARY								
51 - PERSONNEL	22,703.65	23,479.52	-775.87	-3.42%	101,038.11	104,690.73	-3,652.62	-3.62%
52 - CONTRACTUAL	353.38	2,258.31	-1,904.93	-539.06%	8,507.83	11,708.89	-3,201.06	-37.62%
53 - GENERAL SERVICES	1,488.60	2,974.03	-1,485.43	-99.79%	11,263.31	14,576.54	-3,313.23	-29.42%
54 - MACHINE & EQUIPMENT MAI	150.62	0.00	150.62	100.00%	3,017.61	3,455.75	-438.14	-14.52%
Department 504 - LIBRARY Total:	24,696.25	28,711.86	-4,015.61	-16.26%	123,826.86	134,431.91	-10,605.05	-8.56%
Department: 506 - SENIOR CENTER								
51 - PERSONNEL	9,071.53	8,548.19	523.34	5.77%	39,098.13	41,517.87	-2,419.74	-6.19%
52 - CONTRACTUAL	2,711.48	4,231.78	-1,520.30	-56.07%	19,457.32	22,185.98	-2,728.66	-14.02%
53 - GENERAL SERVICES	417.73	2,655.95	-2,238.22	-535.81%	6,153.99	11,095.10	-4,941.11	-80.29%
54 - MACHINE & EQUIPMENT MAI	90.07	7,285.27	-7,195.20	-7,988.45%	995.27	8,318.65	-7,323.38	-735.82%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	23,649.00	67,200.00	-43,551.00	-184.16%
Department 506 - SENIOR CENTER Total:	12,290.81	22,721.19	-10,430.38	-84.86%	89,353.71	150,317.60	-60,963.89	-68.23%
Department: 507 - AQUATIC CENTER								
51 - PERSONNEL	286.35	274.51	11.84	4.13%	3,043.42	2,860.76	182.66	6.00%
52 - CONTRACTUAL	1,111.47	4,913.98	-3,802.51	-342.12%	18,378.92	27,972.08	-9,593.16	-52.20%

Prior-Year Comparative Income Statement

For the Period Ending 03/

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Categor...	March Variance				YTD Variance			
	2022-2023 March Activity	2023-2024 March Activity	Favorable / (Unfavorable)	Variance %	2022-2023 YTD Activity	2023-2024 YTD Activity	Favorable / (Unfavorable)	Variance %
53 - GENERAL SERVICES	10.00	300.00	-290.00	-2,900.00%	4,048.69	2,758.11	1,290.58	31.88%
54 - MACHINE & EQUIPMENT MAI	2,721.01	3,376.62	-655.61	-24.09%	7,608.13	22,944.07	-15,335.94	-201.57%
Department 507 - AQUATIC CENTER Total:	4,128.83	8,865.11	-4,736.28	-114.71%	33,079.16	56,535.02	-23,455.86	-70.91%
Department: 601 - FIRE DEPARTMENT								
51 - PERSONNEL	386,031.41	402,423.29	-16,391.88	-4.25%	1,698,949.28	1,796,247.33	-97,298.05	-5.73%
52 - CONTRACTUAL	28,303.40	10,091.64	18,211.76	64.34%	153,752.00	88,757.76	64,994.24	42.27%
53 - GENERAL SERVICES	29,619.89	20,572.76	9,047.13	30.54%	124,534.51	126,209.40	-1,674.89	-1.34%
54 - MACHINE & EQUIPMENT MAI	6,646.33	8,320.36	-1,674.03	-25.19%	52,267.41	78,389.87	-26,122.46	-49.98%
55 - CAPITAL OUTLAY	330,025.00	84.78	329,940.22	99.97%	508,751.01	124,631.28	384,119.73	75.50%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	137,935.91	137,935.91	0.00	0.00%
Department 601 - FIRE DEPARTMENT Total:	780,626.03	441,492.83	339,133.20	43.44%	2,676,190.12	2,352,171.55	324,018.57	12.11%
Department: 701 - POLICE DEPARTMENT								
51 - PERSONNEL	524,519.87	524,942.68	-422.81	-0.08%	2,315,815.99	2,377,723.82	-61,907.83	-2.67%
52 - CONTRACTUAL	30,776.76	18,006.76	12,770.00	41.49%	218,532.31	217,920.95	611.36	0.28%
53 - GENERAL SERVICES	28,298.69	20,979.58	7,319.11	25.86%	151,255.16	103,864.55	47,390.61	31.33%
54 - MACHINE & EQUIPMENT MAI	16,034.96	10,887.29	5,147.67	32.10%	154,223.88	160,195.84	-5,971.96	-3.87%
55 - CAPITAL OUTLAY	130,480.00	0.00	130,480.00	100.00%	618,498.37	353,529.87	264,968.50	42.84%
57 - DEBT SERVICE	51,529.65	51,529.65	0.00	0.00%	51,529.65	93,754.67	-42,225.02	-81.94%
Department 701 - POLICE DEPARTMENT Total:	781,639.93	626,345.96	155,293.97	19.87%	3,509,855.36	3,306,989.70	202,865.66	5.78%
Department: 801 - DEVELOPMENT SERVICES								
51 - PERSONNEL	57,818.86	53,433.27	4,385.59	7.59%	231,936.56	254,849.81	-22,913.25	-9.88%
52 - CONTRACTUAL	6,768.50	20,035.44	-13,266.94	-196.01%	26,664.02	153,029.68	-126,365.66	-473.92%
53 - GENERAL SERVICES	1,209.97	775.78	434.19	35.88%	7,420.19	6,431.95	988.24	13.32%
54 - MACHINE & EQUIPMENT MAI	812.04	0.00	812.04	100.00%	10,126.04	20,303.58	-10,177.54	-100.51%
Department 801 - DEVELOPMENT SERVICES Total:	66,609.37	74,244.49	-7,635.12	-11.46%	276,146.81	434,615.02	-158,468.21	-57.39%
Department: 804 - GIS								
51 - PERSONNEL	8,450.26	9,174.55	-724.29	-8.57%	33,636.74	41,430.68	-7,793.94	-23.17%
52 - CONTRACTUAL	7,500.33	0.00	7,500.33	100.00%	9,332.32	132.39	9,199.93	98.58%
53 - GENERAL SERVICES	0.00	18.08	-18.08	0.00%	6.48	64.49	-58.01	-895.22%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	1,064.94	1,278.92	-213.98	-20.09%
Department 804 - GIS Total:	15,950.59	9,192.63	6,757.96	42.37%	44,040.48	42,906.48	1,134.00	2.57%
Department: 900 - TRANSFERS								
59 - TRANSFER	0.00	1,493,383.00	-1,493,383.00	0.00%	0.00	1,493,383.00	-1,493,383.00	0.00%
Department 900 - TRANSFERS Total:	0.00	1,493,383.00	-1,493,383.00	0.00%	0.00	1,493,383.00	-1,493,383.00	0.00%
Expense Total:	2,142,785.57	3,253,981.66	-1,111,196.09	-51.86%	9,543,333.13	11,163,956.41	-1,620,623.28	-16.98%
Fund 01 Surplus (Deficit):	-956,468.72	92,968.37	1,049,437.09	109.72%	4,330,929.91	5,569,434.16	1,238,504.25	28.60%

Prior-Year Comparative Income Statement

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Item 12.

Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 02 - WATER AND WASTEWATER FUND								
Revenue								
41 - LICENSES AND PERMITS	261.00	54.92	-206.08	-78.96%	771.67	1,343.32	571.65	74.08%
44 - CHARGES FOR SERVICES	795,576.96	866,363.23	70,786.27	8.90%	5,296,087.94	5,562,949.89	266,861.95	5.04%
45 - OTHER REVENUE	167,235.02	99,109.89	-68,125.13	-40.74%	857,248.38	686,185.10	-171,063.28	-19.95%
49 - TRANSFER	0.00	94,582.00	94,582.00	0.00%	0.00	94,582.00	94,582.00	0.00%
Revenue Total:	963,072.98	1,060,110.04	97,037.06	10.08%	6,154,107.99	6,345,060.31	190,952.32	3.10%
Expense								
Department: 000 - UTILITIES ADMINISTRATION								
51 - PERSONNEL	74,901.71	80,757.68	-5,855.97	-7.82%	334,917.98	382,938.05	-48,020.07	-14.34%
52 - CONTRACTUAL	1,402.21	1,178.99	223.22	15.92%	11,418.85	13,791.55	-2,372.70	-20.78%
53 - GENERAL SERVICES	0.00	920.98	-920.98	0.00%	1,294.75	3,691.32	-2,396.57	-185.10%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	708.46	-708.46	0.00%
55 - CAPITAL OUTLAY	551,548.22	1,745.50	549,802.72	99.68%	1,371,698.60	416,032.23	955,666.37	69.67%
Department 000 - UTILITIES ADMINISTRATION Total:	627,852.14	84,603.15	543,248.99	86.52%	1,719,330.18	817,161.61	902,168.57	52.47%
Department: 001 - WATER PRODUCTION								
51 - PERSONNEL	29,002.03	26,914.10	2,087.93	7.20%	122,312.90	129,396.55	-7,083.65	-5.79%
52 - CONTRACTUAL	38,468.06	57,918.66	-19,450.60	-50.56%	417,105.65	416,356.58	749.07	0.18%
53 - GENERAL SERVICES	1,761.35	1,035.20	726.15	41.23%	7,503.16	5,446.90	2,056.26	27.41%
54 - MACHINE & EQUIPMENT MAI	1,764.14	1,636.27	127.87	7.25%	84,213.11	95,609.66	-11,396.55	-13.53%
55 - CAPITAL OUTLAY	845,440.30	304,097.86	541,342.44	64.03%	3,500,373.28	358,417.47	3,141,955.81	89.76%
Department 001 - WATER PRODUCTION Total:	916,435.88	391,602.09	524,833.79	57.27%	4,131,508.10	1,005,227.16	3,126,280.94	75.67%
Department: 002 - WATER DISTRIBUTION								
51 - PERSONNEL	9,521.29	15,463.10	-5,941.81	-62.41%	49,518.54	64,033.64	-14,515.10	-29.31%
52 - CONTRACTUAL	720.46	10,164.31	-9,443.85	-1,310.81%	46,758.38	70,958.88	-24,200.50	-51.76%
53 - GENERAL SERVICES	9,976.47	1,995.07	7,981.40	80.00%	33,448.82	24,757.66	8,691.16	25.98%
54 - MACHINE & EQUIPMENT MAI	29,415.35	3,499.71	25,915.64	88.10%	69,599.46	69,429.54	169.92	0.24%
55 - CAPITAL OUTLAY	653,744.43	0.00	653,744.43	100.00%	1,613,895.37	246,384.34	1,367,511.03	84.73%
Department 002 - WATER DISTRIBUTION Total:	703,378.00	31,122.19	672,255.81	95.58%	1,813,220.57	475,564.06	1,337,656.51	73.77%
Department: 003 - CUSTOMER SERVICE								
51 - PERSONNEL	21,255.57	17,491.97	3,763.60	17.71%	90,052.70	74,874.81	15,177.89	16.85%
52 - CONTRACTUAL	10,168.89	245.82	9,923.07	97.58%	60,850.78	8,104.92	52,745.86	86.68%
53 - GENERAL SERVICES	1,303.67	748.49	555.18	42.59%	5,274.09	7,068.71	-1,794.62	-34.03%
54 - MACHINE & EQUIPMENT MAI	-1,224.46	19,408.98	-20,633.44	-1,685.11%	77,326.38	64,604.26	12,722.12	16.45%
Department 003 - CUSTOMER SERVICE Total:	31,503.67	37,895.26	-6,391.59	-20.29%	233,503.95	154,652.70	78,851.25	33.77%
Department: 011 - WASTEWATER COLLECTION								
51 - PERSONNEL	23,829.06	23,356.76	472.30	1.98%	124,528.72	115,797.93	8,730.79	7.01%
52 - CONTRACTUAL	111.29	117.30	-6.01	-5.40%	8,436.04	48,172.82	-39,736.78	-471.04%
53 - GENERAL SERVICES	1,023.72	747.06	276.66	27.02%	6,019.96	6,199.80	-179.84	-2.99%
54 - MACHINE & EQUIPMENT MAI	3,214.10	1,072.21	2,141.89	66.64%	15,919.93	62,846.81	-46,926.88	-294.77%

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Categor...	2022-2023		2023-2024		March Variance		YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
55 - CAPITAL OUTLAY	6,000.00	726,682.72	-720,682.72	-12,011.38%	62,954.16	5,113,923.67	-5,050,969.51	-8,023.25%
Department 011 - WASTEWATER COLLECTION Total:	34,178.17	751,976.05	-717,797.88	-2,100.16%	217,858.81	5,346,941.03	-5,129,082.22	-2,354.31%
Department: 012 - WASTEWATER TREATMENT								
52 - CONTRACTUAL	115,376.55	93,726.40	21,650.15	18.76%	538,443.60	578,860.22	-40,416.62	-7.51%
54 - MACHINE & EQUIPMENT MAI	13,952.56	892.24	13,060.32	93.61%	154,484.33	12,086.27	142,398.06	92.18%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Department 012 - WASTEWATER TREATMENT Total:	129,329.11	94,618.64	34,710.47	26.84%	692,927.93	590,946.49	101,981.44	14.72%
Department: 020 - BILLING & COLLECTION								
51 - PERSONNEL	10,129.65	9,768.59	361.06	3.56%	44,548.59	42,226.14	2,322.45	5.21%
52 - CONTRACTUAL	27,263.27	8,614.27	18,649.00	68.40%	75,735.09	40,296.95	35,438.14	46.79%
53 - GENERAL SERVICES	27,360.04	49,266.68	-21,906.64	-80.07%	121,421.31	196,242.76	-74,821.45	-61.62%
54 - MACHINE & EQUIPMENT MAI	265.00	265.00	0.00	0.00%	24,818.23	1,590.00	23,228.23	93.59%
Department 020 - BILLING & COLLECTION Total:	65,017.96	67,914.54	-2,896.58	-4.46%	266,523.22	280,355.85	-13,832.63	-5.19%
Department: 901 - NON-DEPARTMENTAL								
52 - CONTRACTUAL	61,050.13	63,899.42	-2,849.29	-4.67%	372,503.43	402,463.01	-29,959.58	-8.04%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	141.70	577.39	-435.69	-307.47%
57 - DEBT SERVICE	193,966.77	193,966.77	0.00	0.00%	2,303,309.64	2,316,746.52	-13,436.88	-0.58%
59 - TRANSFER	0.00	1,608,217.00	-1,608,217.00	0.00%	0.00	1,608,217.00	-1,608,217.00	0.00%
Department 901 - NON-DEPARTMENTAL Total:	255,016.90	1,866,083.19	-1,611,066.29	-631.75%	2,675,954.77	4,328,003.92	-1,652,049.15	-61.74%
Expense Total:	2,762,711.83	3,325,815.11	-563,103.28	-20.38%	11,750,827.53	12,998,852.82	-1,248,025.29	-10.62%
Fund 02 Surplus (Deficit):	-1,799,638.85	-2,265,705.07	-466,066.22	-25.90%	-5,596,719.54	-6,653,792.51	-1,057,072.97	-18.89%

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Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 03 - SANITARY LANDFILL FUND								
Revenue								
44 - CHARGES FOR SERVICES	109,427.86	124,241.14	14,813.28	13.54%	588,785.58	658,827.43	70,041.85	11.90%
45 - OTHER REVENUE	7,347.45	12,200.42	4,852.97	66.05%	1,226,555.93	61,697.27	-1,164,858.66	-94.97%
Revenue Total:	116,775.31	136,441.56	19,666.25	16.84%	1,815,341.51	720,524.70	-1,094,816.81	-60.31%
Expense								
Department: 030 - LANDFILL								
51 - PERSONNEL	30,864.49	32,010.39	-1,145.90	-3.71%	144,690.01	152,636.72	-7,946.71	-5.49%
52 - CONTRACTUAL	4,172.09	3,929.86	242.23	5.81%	80,796.76	43,126.92	37,669.84	46.62%
53 - GENERAL SERVICES	16,721.83	12,664.39	4,057.44	24.26%	81,037.68	64,755.15	16,282.53	20.09%
54 - MACHINE & EQUIPMENT MAINTENANCE	8,770.74	32,059.64	-23,288.90	-265.53%	58,166.45	83,129.02	-24,962.57	-42.92%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	1,189,831.07	46,608.09	1,143,222.98	96.08%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	196,619.67	196,619.67	0.00	0.00%
59 - TRANSFER	0.00	96,642.00	-96,642.00	0.00%	0.00	96,642.00	-96,642.00	0.00%
Department 030 - LANDFILL Total:	60,529.15	177,306.28	-116,777.13	-192.93%	1,751,141.64	683,517.57	1,067,624.07	60.97%
Expense Total:	60,529.15	177,306.28	-116,777.13	-192.93%	1,751,141.64	683,517.57	1,067,624.07	60.97%
Fund 03 Surplus (Deficit):	56,246.16	-40,864.72	-97,110.88	-172.65%	64,199.87	37,007.13	-27,192.74	-42.36%

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Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 04 - AIRPORT FUND								
Revenue								
44 - CHARGES FOR SERVICES	8,332.54	8,557.00	224.46	2.69%	78,113.96	78,217.87	103.91	0.13%
45 - OTHER REVENUE	0.00	0.00	0.00	0.00%	0.00	2,850.00	2,850.00	0.00%
49 - TRANSFER	0.00	77,091.00	77,091.00	0.00%	0.00	77,091.00	77,091.00	0.00%
Revenue Total:	8,332.54	85,648.00	77,315.46	927.87%	78,113.96	158,158.87	80,044.91	102.47%
Expense								
Department: 040 - AIRPORT								
51 - PERSONNEL	1,372.03	8,187.43	-6,815.40	-496.74%	4,619.96	35,416.98	-30,797.02	-666.61%
52 - CONTRACTUAL	3,250.41	7,469.92	-4,219.51	-129.81%	28,396.58	38,867.18	-10,470.60	-36.87%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	0.00	615.07	-615.07	0.00%
54 - MACHINE & EQUIPMENT MAINTENANCE	0.00	25.18	-25.18	0.00%	9,020.72	10,448.67	-1,427.95	-15.83%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	15,728.25	-15,728.25	0.00%
Department 040 - AIRPORT Total:	4,622.44	15,682.53	-11,060.09	-239.27%	42,037.26	101,076.15	-59,038.89	-140.44%
Expense Total:	4,622.44	15,682.53	-11,060.09	-239.27%	42,037.26	101,076.15	-59,038.89	-140.44%
Fund 04 Surplus (Deficit):	3,710.10	69,965.47	66,255.37	1,785.81%	36,076.70	57,082.72	21,006.02	58.23%

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Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 05 - STORM WATER DRAINAGE FUND								
Revenue								
41 - LICENSES AND PERMITS	2,613.18	549.84	-2,063.34	-78.96%	7,726.10	13,449.47	5,723.37	74.08%
44 - CHARGES FOR SERVICES	83,419.81	83,257.23	-162.58	-0.19%	501,945.99	499,189.42	-2,756.57	-0.55%
45 - OTHER REVENUE	3,234.90	4,313.67	1,078.77	33.35%	16,915.23	31,969.93	15,054.70	89.00%
Revenue Total:	89,267.89	88,120.74	-1,147.15	-1.29%	526,587.32	544,608.82	18,021.50	3.42%
Expense								
Department: 050 - STORM WATER DRAINAGE								
52 - CONTRACTUAL	3,585.48	2,060.00	1,525.48	42.55%	102,999.23	44,657.83	58,341.40	56.64%
54 - MACHINE & EQUIPMENT MAI	0.00	800.00	-800.00	0.00%	10,610.12	800.00	9,810.12	92.46%
55 - CAPITAL OUTLAY	0.00	22,600.00	-22,600.00	0.00%	0.00	22,600.00	-22,600.00	0.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	603.79	675.00	-71.21	-11.79%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	402,561.00	406,640.00	-4,079.00	-1.01%
59 - TRANSFER	0.00	265,727.00	-265,727.00	0.00%	0.00	265,727.00	-265,727.00	0.00%
Department 050 - STORM WATER DRAINAGE Total:	3,585.48	291,187.00	-287,601.52	-8,021.28%	516,774.14	741,099.83	-224,325.69	-43.41%
Expense Total:	3,585.48	291,187.00	-287,601.52	-8,021.28%	516,774.14	741,099.83	-224,325.69	-43.41%
Fund 05 Surplus (Deficit):	85,682.41	-203,066.26	-288,748.67	-337.00%	9,813.18	-196,491.01	-206,304.19	-2,102.32%

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Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 07 - HOTEL OCCUPANCY TAX FUND								
Revenue								
40 - TAXES	102,913.91	80,633.08	-22,280.83	-21.65%	333,016.08	341,683.06	8,666.98	2.60%
44 - CHARGES FOR SERVICES	2,400.00	6,450.00	4,050.00	168.75%	2,400.00	6,450.00	4,050.00	168.75%
45 - OTHER REVENUE	4,146.96	6,626.02	2,479.06	59.78%	20,023.70	37,887.26	17,863.56	89.21%
Revenue Total:	109,460.87	93,709.10	-15,751.77	-14.39%	355,439.78	386,020.32	30,580.54	8.60%
Expense								
Department: 070 - TOURISM								
51 - PERSONNEL	7,216.65	7,511.38	-294.73	-4.08%	31,690.80	33,361.63	-1,670.83	-5.27%
52 - CONTRACTUAL	872.42	13,831.01	-12,958.59	-1,485.36%	47,669.58	65,216.23	-17,546.65	-36.81%
53 - GENERAL SERVICES	42.61	0.00	42.61	100.00%	542.61	412.98	129.63	23.89%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	99,552.50	101,350.00	-1,797.50	-1.81%
58 - GRANT DISBURSEMENTS	22,759.83	9,449.78	13,310.05	58.48%	99,123.24	28,424.13	70,699.11	71.32%
Department 070 - TOURISM Total:	30,891.51	30,792.17	99.34	0.32%	278,578.73	228,764.97	49,813.76	17.88%
Expense Total:	30,891.51	30,792.17	99.34	0.32%	278,578.73	228,764.97	49,813.76	17.88%
Fund 07 Surplus (Deficit):	78,569.36	62,916.93	-15,652.43	-19.92%	76,861.05	157,255.35	80,394.30	104.60%

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Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 08 - DEBT SERVICE FUND								
Revenue								
40 - TAXES	4,743.05	4,138.00	-605.05	-12.76%	259,168.04	296,960.55	37,792.51	14.58%
45 - OTHER REVENUE	291.57	108.55	-183.02	-62.77%	1,373.37	757.12	-616.25	-44.87%
Revenue Total:	5,034.62	4,246.55	-788.07	-15.65%	260,541.41	297,717.67	37,176.26	14.27%
Expense								
Department: 080 - DEBT SERVICE								
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	900,050.00	917,175.00	-17,125.00	-1.90%
Department 080 - DEBT SERVICE Total:	0.00	0.00	0.00	0.00%	900,050.00	917,175.00	-17,125.00	-1.90%
Expense Total:	0.00	0.00	0.00	0.00%	900,050.00	917,175.00	-17,125.00	-1.90%
Fund 08 Surplus (Deficit):	5,034.62	4,246.55	-788.07	-15.65%	-639,508.59	-619,457.33	20,051.26	3.14%

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Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 10 - CAPITAL PROJECTS FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	4,308.75	1,982.50	-2,326.25	-53.99%
43 - INTERGOVERNMENTAL	1,134,262.95	0.00	-1,134,262.95	-100.00%	1,134,262.95	1,013,328.55	-120,934.40	-10.66%
44 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00%	3,090.63	0.00	-3,090.63	-100.00%
45 - OTHER REVENUE	26,966.08	35,742.44	8,776.36	32.55%	161,524.25	186,849.32	25,325.07	15.68%
49 - TRANSFER	0.00	1,416,292.00	1,416,292.00	0.00%	0.00	1,416,292.00	1,416,292.00	0.00%
Revenue Total:	1,161,229.03	1,452,034.44	290,805.41	25.04%	1,303,186.58	2,618,452.37	1,315,265.79	100.93%
Expense								
Department: 402 - STREET MAINTENANCE								
55 - CAPITAL OUTLAY	280,737.87	148,024.50	132,713.37	47.27%	1,199,182.76	920,725.48	278,457.28	23.22%
Department 402 - STREET MAINTENANCE Total:	280,737.87	148,024.50	132,713.37	47.27%	1,199,182.76	920,725.48	278,457.28	23.22%
Department: 501 - PARKS & RECREATION								
55 - CAPITAL OUTLAY	988,984.00	0.00	988,984.00	100.00%	988,984.00	0.00	988,984.00	100.00%
Department 501 - PARKS & RECREATION Total:	988,984.00	0.00	988,984.00	100.00%	988,984.00	0.00	988,984.00	100.00%
Expense Total:	1,269,721.87	148,024.50	1,121,697.37	88.34%	2,188,166.76	920,725.48	1,267,441.28	57.92%
Fund 10 Surplus (Deficit):	-108,492.84	1,304,009.94	1,412,502.78	1,301.93%	-884,980.18	1,697,726.89	2,582,707.07	291.84%

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Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 11 - CHILD SAFETY FUND								
Revenue								
42 - FINES AND FORFEITURES	211.99	275.00	63.01	29.72%	1,329.25	1,513.13	183.88	13.83%
45 - OTHER REVENUE	34.62	54.17	19.55	56.47%	165.28	294.97	129.69	78.47%
Revenue Total:	246.61	329.17	82.56	33.48%	1,494.53	1,808.10	313.57	20.98%
Fund 11 Total:	246.61	329.17	82.56	33.48%	1,494.53	1,808.10	313.57	20.98%

Prior-Year Comparative Income Statement

For the Period Ending 03/31/2024

Item 12.

Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 12 - COURT TECHNOLOGY FUND								
Revenue								
42 - FINES AND FORFEITURES	1,199.83	1,177.14	-22.69	-1.89%	5,907.50	7,173.10	1,265.60	21.42%
45 - OTHER REVENUE	91.55	174.23	82.68	90.31%	419.33	920.17	500.84	119.44%
Revenue Total:	1,291.38	1,351.37	59.99	4.65%	6,326.83	8,093.27	1,766.44	27.92%
Fund 12 Total:	1,291.38	1,351.37	59.99	4.65%	6,326.83	8,093.27	1,766.44	27.92%

Prior-Year Comparative Income Statement

For the Period Ending 03/31/2024

Item 12.

Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 13 - PUBLIC SAFETY FUND								
Revenue								
43 - INTERGOVERNMENTAL	0.00	3,992.23	3,992.23	0.00%	3,369.07	7,280.60	3,911.53	116.10%
45 - OTHER REVENUE	379.55	261.24	-118.31	-31.17%	1,854.54	1,490.42	-364.12	-19.63%
Revenue Total:	379.55	4,253.47	3,873.92	1,020.66%	5,223.61	8,771.02	3,547.41	67.91%
Expense								
Department: 130 - PUBLIC SAFETY								
52 - CONTRACTUAL	500.00	285.00	215.00	43.00%	900.00	285.00	615.00	68.33%
Department 130 - PUBLIC SAFETY Total:	500.00	285.00	215.00	43.00%	900.00	285.00	615.00	68.33%
Expense Total:	500.00	285.00	215.00	43.00%	900.00	285.00	615.00	68.33%
Fund 13 Surplus (Deficit):	-120.45	3,968.47	4,088.92	3,394.70%	4,323.61	8,486.02	4,162.41	96.27%

Prior-Year Comparative Income Statement

For the Period Ending 03

Item 12.

Categor...	2022-2023	2023-2024	March Variance		2022-2023	2023-2024	YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 20 - TAX INCREMENT FINANCING FUND								
Revenue								
40 - TAXES	35,931.13	11,133.70	-24,797.43	-69.01%	350,038.16	256,044.04	-93,994.12	-26.85%
45 - OTHER REVENUE	2,293.71	5,075.26	2,781.55	121.27%	10,545.10	27,232.89	16,687.79	158.25%
Revenue Total:	38,224.84	16,208.96	-22,015.88	-57.60%	360,583.26	283,276.93	-77,306.33	-21.44%
Fund 20 Total:	38,224.84	16,208.96	-22,015.88	-57.60%	360,583.26	283,276.93	-77,306.33	-21.44%

Prior-Year Comparative Income Statement

For the Period Ending 03/31/2024

Item 12.

Categor...	2022-2023		2023-2024		March Variance		YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 79 - SEDA								
Revenue								
40 - TAXES	57,180.70	62,996.42	5,815.72	10.17%	384,403.51	397,412.10	13,008.59	3.38%
45 - OTHER REVENUE	4,261.47	5,025.02	763.55	17.92%	23,956.51	30,915.70	6,959.19	29.05%
Revenue Total:	61,442.17	68,021.44	6,579.27	10.71%	408,360.02	428,327.80	19,967.78	4.89%
Expense								
Department: 790 - SEDA								
51 - PERSONNEL	36,469.41	35,641.05	828.36	2.27%	145,020.37	152,416.79	-7,396.42	-5.10%
52 - CONTRACTUAL	3,180.38	14,722.34	-11,541.96	-362.91%	38,874.08	37,310.12	1,563.96	4.02%
53 - GENERAL SERVICES	411.10	349.35	61.75	15.02%	4,992.59	2,711.77	2,280.82	45.68%
54 - MACHINE & EQUIPMENT MAINTENANCE	25.00	25.00	0.00	0.00%	1,179.97	2,164.01	-984.04	-83.40%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	118.69	-118.69	0.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	60.72	0.00	60.72	100.00%
58 - GRANT DISBURSEMENTS	0.00	5,604.43	-5,604.43	0.00%	191,738.71	90,699.38	101,039.33	52.70%
59 - TRANSFER	0.00	30,000.00	-30,000.00	0.00%	0.00	30,000.00	-30,000.00	0.00%
Department 790 - SEDA Total:	40,085.89	86,342.17	-46,256.28	-115.39%	381,866.44	315,420.76	66,445.68	17.40%
Expense Total:	40,085.89	86,342.17	-46,256.28	-115.39%	381,866.44	315,420.76	66,445.68	17.40%
Fund 79 Surplus (Deficit):	21,356.28	-18,320.73	-39,677.01	-185.79%	26,493.58	112,907.04	86,413.46	326.17%
Total Surplus (Deficit):	-2,574,359.10	-971,991.55	1,602,367.55	62.24%	-2,204,105.79	463,336.76	2,667,442.55	121.02%

Fund Summary

Fund	2022-2023		March Variance		2023-2024		YTD Variance	
	March Activity	March Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	-956,468.72	92,968.37	1,049,437.09	109.72%	4,330,929.91	5,569,434.16	1,238,504.25	28.60%
02 - WATER AND WASTEWATER TREATMENT FUND	-1,799,638.85	-2,265,705.07	-466,066.22	-25.90%	-5,596,719.54	-6,653,792.51	-1,057,072.97	-18.89%
03 - SANITARY LANDFILL FUND	56,246.16	-40,864.72	-97,110.88	-172.65%	64,199.87	37,007.13	-27,192.74	-42.36%
04 - AIRPORT FUND	3,710.10	69,965.47	66,255.37	1,785.81%	36,076.70	57,082.72	21,006.02	58.23%
05 - STORM WATER DRAINAGE FUND	85,682.41	-203,066.26	-288,748.67	-337.00%	9,813.18	-196,491.01	-206,304.19	-2,102.32%
07 - HOTEL OCCUPANCY TAX FUND	78,569.36	62,916.93	-15,652.43	-19.92%	76,861.05	157,255.35	80,394.30	104.60%
08 - DEBT SERVICE FUND	5,034.62	4,246.55	-788.07	-15.65%	-639,508.59	-619,457.33	20,051.26	3.14%
10 - CAPITAL PROJECTS FUND	-108,492.84	1,304,009.94	1,412,502.78	1,301.93%	-884,980.18	1,697,726.89	2,582,707.07	291.84%
11 - CHILD SAFETY FUND	246.61	329.17	82.56	33.48%	1,494.53	1,808.10	313.57	20.98%
12 - COURT TECHNOLOGY FUND	1,291.38	1,351.37	59.99	4.65%	6,326.83	8,093.27	1,766.44	27.92%
13 - PUBLIC SAFETY FUND	-120.45	3,968.47	4,088.92	3,394.70%	4,323.61	8,486.02	4,162.41	96.27%
20 - TAX INCREMENT FINANCING FUND	38,224.84	16,208.96	-22,015.88	-57.60%	360,583.26	283,276.93	-77,306.33	-21.44%
79 - SEDA	21,356.28	-18,320.73	-39,677.01	-185.79%	26,493.58	112,907.04	86,413.46	326.17%
Total Surplus (Deficit):	-2,574,359.10	-971,991.55	1,602,367.55	62.24%	-2,204,105.79	463,336.76	2,667,442.55	121.02%

STAFF REPORT

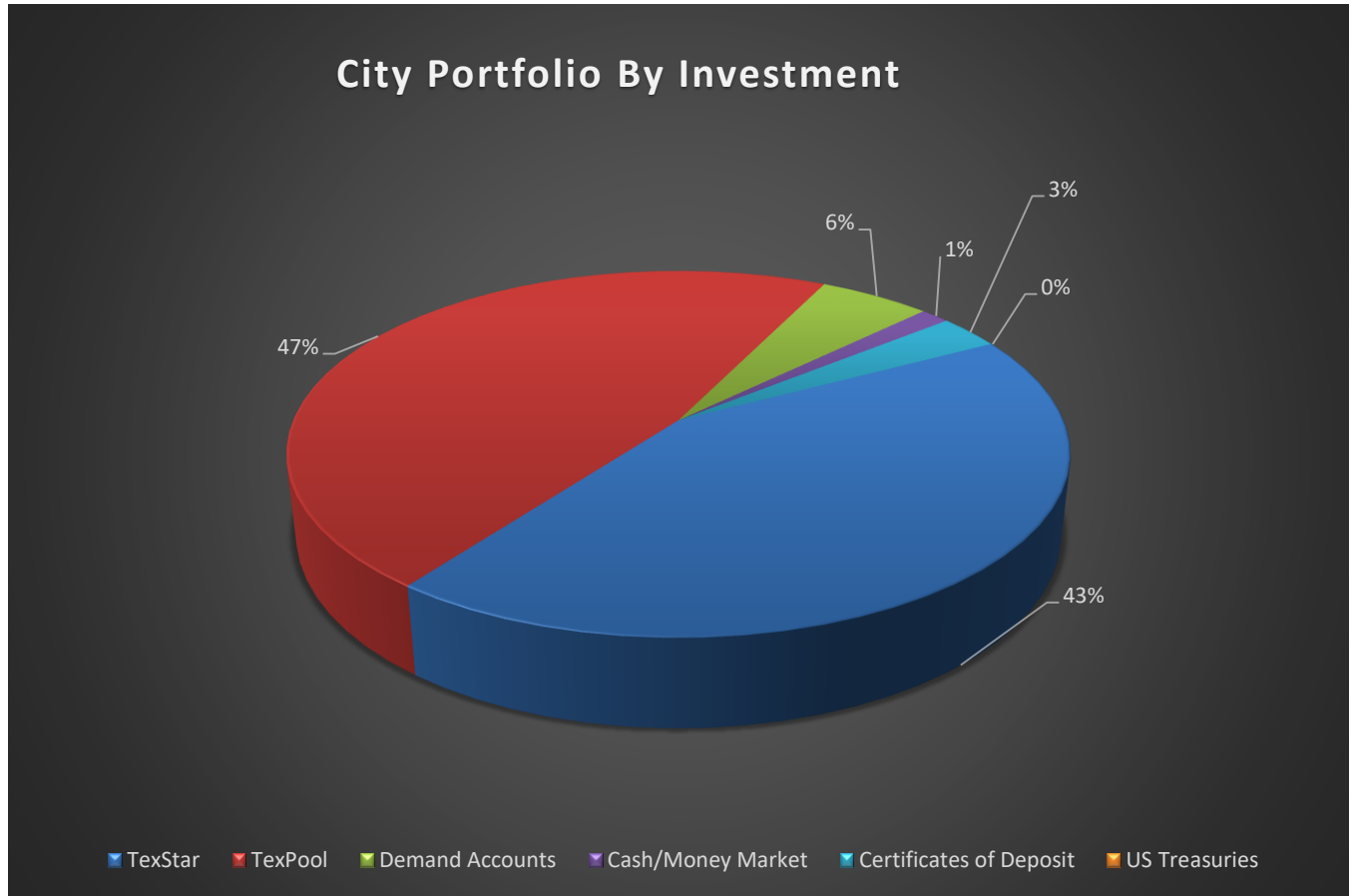


SUBJECT: Quarterly Investment Report for the Period Ending March 31, 2024
DEPARTMENT: Finance
STAFF CONTACT: Monica Harris

BACKGROUND:

The City of Stephenville’s total market value of cash and investments on March 31, 2024, was \$56,213,234. This is allocated 6% in demand accounts, 1% in cash/money market accounts, 3% in Certificates of Deposits, 43% in TexStar investment pool, and 47% in TexPool investment pool.

We earned \$724K in interest for the quarter. The average yield to maturity for all account types for the quarter was 5.04%. The average yield to maturity for investment accounts for the quarter was 5.29%. The average yield to maturity for a 3-month treasury bill for the quarter was 5.23%. The weighted average maturity in days of the portfolio was 5.29 days.





**Quarterly Investment Report
For the Quarter Ending
March 31, 2024**

City of Stephenville, Texas
Quarterly Investment Report
March 31, 2024
Portfolio Summary Management Report

<u>Portfolio as of December 31, 2023:</u>		<u>Portfolio as of March 31, 2024</u>	
Beginning Book Value	\$ 56,340,357	Ending Book Value	\$ 56,215,180
Beginning Market Value	\$ 56,340,019	Ending Market Value	\$ 56,213,234
		Total Income for Quarter	\$ 724,243
		Change in Book Value	\$ (125,178)
		Change in Market Value	\$ (126,785)
		Net Change in Value	\$ (1,607)

Average Yield to Maturity for period - Total	5.04%
Average Yield to Maturity for period - Non-Demand	5.29%
3 Month Treasury Average January - March 2024	5.23%
Weighted Average Maturity in Days	5.29

/s/ Monica D. Harris

Monica D. Harris, CPA
Director of Finance
City of Stephenville

/s/ Rebecca Pingleton

Rebecca Pingleton
Assistant Director of Finance
City of Stephenville

City of Stephenville, TX
Investment Report
3/31/2024

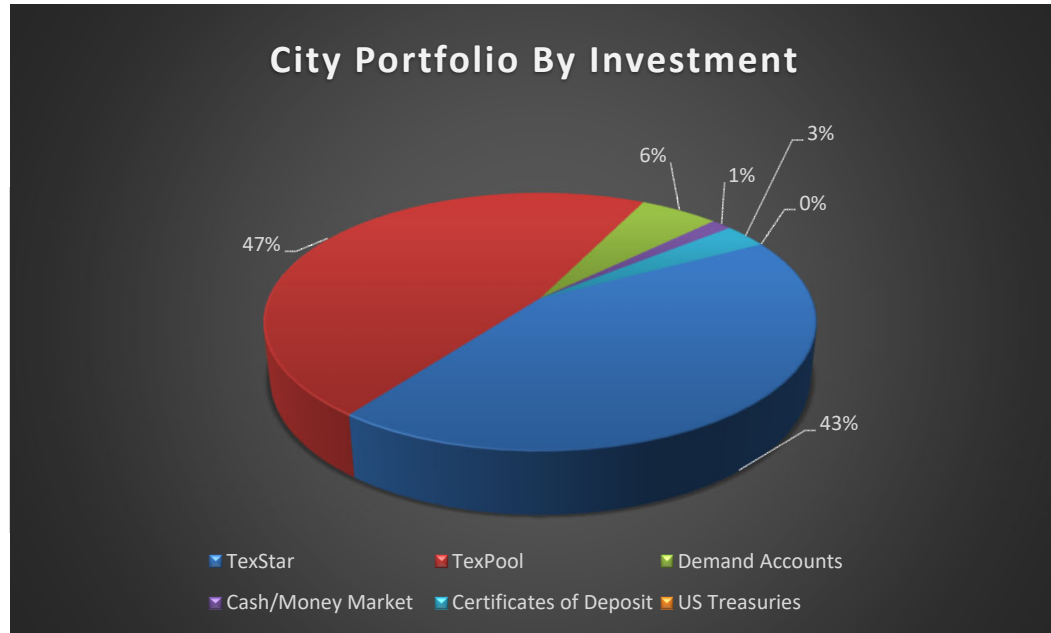
Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Accrued Interest Purchased	Interest Earned January 2024	Interest Earned February 2024	Interest Earned March 2024	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
Pooled Cash																	
3/31/2024	4/1/2024	N/A	Demand	2,934,728.41	1.500%	100.000	1.500%	2,934,728.41	-	3,413.32	3,062.60	4,043.87	10,519.79	2,934,728.41	18,587.76	100.0000	2,934,728.41
Sub Total				<u>2,934,728.41</u>				<u>2,934,728.41</u>		<u>3,413.32</u>	<u>3,062.60</u>	<u>4,043.87</u>	<u>10,519.79</u>	<u>2,934,728.41</u>	<u>18,587.76</u>		<u>2,934,728.41</u>
General Fund																	
3/31/2024	4/1/2024	N/A	Texpool	10,020,501.76	5.350%	100.000	5.350%	10,020,501.76	-	31,412.92	40,482.16	44,117.32	116,012.40	10,020,501.76	184,815.53	100.0000	10,020,501.76
3/31/2024	4/1/2024	N/A	TexSTAR	4,607,437.37	5.320%	100.000	5.320%	4,607,437.37	-	20,542.18	19,246.31	20,641.52	60,430.01	4,607,437.37	120,976.64	100.0000	4,607,437.37
3/31/2024	4/1/2024	N/A	Pershing	769,230.35	0.000%	100.000	0.000%	769,230.35	-	-	-	-	-	769,230.35	-	100.0000	769,230.35
2/15/2023	10/16/2023	23322GE86	CD	-	0.000%	100.000	0.000%	-	-	-	-	-	-	-	463.15	0.0000	-
2/17/2023	11/17/2023	92023CAC7	CD	-	0.000%	100.000	0.000%	-	-	-	-	-	-	-	1,530.08	0.0000	-
2/23/2023	2/23/2024	130162AV2	CD	-	0.000%	100.000	0.000%	-	-	1,030.01	730.97	-	1,760.98	-	4,817.77	0.0000	-
8/14/2023	1/16/2024	06418CKJ4	CD	-	0.000%	100.000	0.000%	-	-	513.50	-	-	513.50	-	3,662.93	0.0000	-
8/15/2023	3/15/2024	36733QAA8	CD	-	5.200%	100.000	0.000%	-	-	1,082.03	1,012.22	488.66	2,582.91	-	5,794.09	0.0000	-
8/16/2023	5/16/2024	75524KQX5	CD	245,000.00	5.250%	100.000	5.250%	245,000.00	-	1,092.43	1,021.96	1,092.43	3,206.82	245,000.00	6,448.87	99.9710	244,928.95
12/29/2023	4/29/2024	163897AT8	CD	245,000.00	5.250%	100.000	5.250%	245,000.00	-	1,198.15	1,021.95	1,092.43	3,312.53	245,000.00	3,312.53	99.9920	244,980.40
12/29/2023	6/28/2024	201313BR3	CD	245,000.00	5.050%	100.000	5.050%	245,000.00	-	1,152.51	983.02	1,050.81	3,186.34	245,000.00	3,186.34	99.9080	244,774.60
12/29/2023	9/30/2024	843879ET0	CD	245,000.00	5.000%	100.000	5.000%	245,000.00	-	1,141.09	973.29	1,040.41	3,154.79	245,000.00	3,154.79	99.8190	244,556.55
12/28/2023	12/27/2024	89841MAX5	CD	245,000.00	5.150%	100.000	5.150%	245,000.00	-	1,071.62	1,002.49	1,071.62	3,145.73	245,000.00	3,284.00	99.9200	244,804.00
1/4/2024	1/3/2025	587379AW8	CD	245,000.00	4.850%	100.000	4.850%	245,000.00	-	911.53	944.09	1,009.20	2,864.82	245,000.00	2,864.82	99.7060	244,279.70
1/5/2024	7/5/2024	31034RKG9	CD	245,000.00	5.000%	100.000	5.000%	245,000.00	-	906.16	973.29	1,040.41	2,919.86	245,000.00	2,919.86	99.8900	244,730.50
2/9/2023	12/15/2023	91282CBA8	US Treasury	-	0.000%	96.194	0.125%	-	19.23	-	-	-	-	-	25.61	0.0000	-
Sub Total				<u>17,112,169.48</u>				<u>17,112,169.48</u>		<u>62,054.13</u>	<u>68,391.75</u>	<u>72,644.81</u>	<u>203,090.69</u>	<u>17,112,169.48</u>	<u>347,257.01</u>		<u>17,110,224.18</u>
Water/Wastewater																	
3/31/2024	4/1/2024	N/A	Texpool	2,136,881.30	5.350%	100.000	5.350%	2,136,881.30	-	20,999.84	19,406.27	12,987.87	53,393.98	2,136,881.30	115,534.42	100.0000	2,136,881.30
3/31/2024	4/1/2024	N/A	TexSTAR	3,657,716.25	5.320%	100.000	5.320%	3,657,716.25	-	12,954.99	8,955.55	15,955.54	37,866.08	3,657,716.25	74,842.36	100.0000	3,657,716.25
3/31/2024	4/1/2024	N/A	TexSTAR	3,154,808.93	5.320%	100.000	5.320%	3,154,808.93	-	28,887.43	22,284.72	15,700.18	66,872.33	3,154,808.93	186,899.01	100.0000	3,154,808.93
3/31/2024	4/1/2024	N/A	TexSTAR	11,581,425.29	5.320%	100.000	5.320%	11,581,425.29	-	58,136.00	52,650.40	52,134.88	162,921.28	11,581,425.29	336,199.75	100.0000	11,581,425.29
Sub Total				<u>20,530,831.77</u>				<u>20,530,831.77</u>		<u>120,978.26</u>	<u>103,296.94</u>	<u>96,778.47</u>	<u>321,053.67</u>	<u>20,530,831.77</u>	<u>713,475.54</u>		<u>20,530,831.77</u>
Landfill																	
3/31/2024	4/1/2024	N/A	Texpool	2,195,592.63	5.350%	100.000	5.350%	2,195,592.63	-	9,883.12	9,427.59	10,050.42	29,361.13	2,195,592.63	59,167.27	100.0000	2,195,592.63
				<u>2,195,592.63</u>				<u>2,195,592.63</u>		<u>9,883.12</u>	<u>9,427.59</u>	<u>10,050.42</u>	<u>29,361.13</u>	<u>2,195,592.63</u>	<u>59,167.27</u>		<u>2,195,592.63</u>
Storm Drainage																	
3/31/2024	4/1/2024	N/A	Texpool	611,184.14	5.350%	100.000	5.350%	611,184.14	-	3,774.71	3,559.34	3,247.31	10,581.36	611,184.14	21,522.65	100.0000	611,184.14
3/31/2024	4/1/2024	N/A	Texpool	237,254.19	5.350%	100.000	5.350%	237,254.19	-	2,441.69	1,605.26	1,066.36	5,113.31	237,254.19	10,447.28	100.0000	237,254.19
3/31/2024	4/1/2024	N/A	Demand	31,842.82	0.000%	100.000	0.000%	31,842.82	-	-	-	-	-	31,842.82	-	100.0000	31,842.82
Sub Total				<u>880,281.15</u>				<u>880,281.15</u>		<u>6,216.40</u>	<u>5,164.60</u>	<u>4,313.67</u>	<u>15,694.67</u>	<u>880,281.15</u>	<u>31,969.93</u>		<u>880,281.15</u>
Hotel Occupancy Tax																	
3/31/2024	4/1/2024	N/A	Texpool	1,445,977.81	5.350%	100.000	5.350%	1,445,977.81	-	6,266.73	5,949.40	6,499.26	18,715.39	1,445,977.81	36,218.03	100.0000	1,445,977.81
3/31/2024	4/1/2024	N/A	Texpool	28,199.09	5.350%	100.000	5.350%	28,199.09	-	454.08	274.85	126.76	855.69	28,199.09	1,669.23	100.0000	28,199.09
Sub Total				<u>1,474,176.90</u>				<u>1,474,176.90</u>		<u>6,720.81</u>	<u>6,224.25</u>	<u>6,626.02</u>	<u>19,571.08</u>	<u>1,474,176.90</u>	<u>37,887.26</u>		<u>1,474,176.90</u>
Child Safety																	
3/31/2024	4/1/2024	N/A	Texpool	12,049.63	5.350%	100.000	5.350%	12,049.63	-	50.58	48.94	54.17	153.69	12,049.63	294.97	100.0000	12,049.63
Sub Total				<u>12,049.63</u>				<u>12,049.63</u>		<u>50.58</u>	<u>48.94</u>	<u>54.17</u>	<u>153.69</u>	<u>12,049.63</u>	<u>294.97</u>		<u>12,049.63</u>
Court Technology																	
3/31/2024	4/1/2024	N/A	Texpool	38,761.43	5.350%	100.000	5.350%	38,761.43	-	159.12	155.58	174.23	488.93	38,761.43	920.17	100.0000	38,761.43
Sub Total				<u>38,761.43</u>				<u>38,761.43</u>		<u>159.12</u>	<u>155.58</u>	<u>174.23</u>	<u>488.93</u>	<u>38,761.43</u>	<u>920.17</u>		<u>38,761.43</u>
Public Safety																	
3/31/2024	4/1/2024	N/A	Texpool	58,123.08	5.350%	100.000	5.350%	58,123.08	-	260.43	243.80	261.24	765.47	58,123.08	1,490.42	100.0000	58,123.08
Sub Total				<u>58,123.08</u>				<u>58,123.08</u>		<u>260.43</u>	<u>243.80</u>	<u>261.24</u>	<u>765.47</u>	<u>58,123.08</u>	<u>1,490.42</u>		<u>58,123.08</u>
SEDA																	
3/31/2024	4/1/2024	N/A	Texpool	1,105,412.98	5.350%	100.000	5.350%	1,105,412.98	-	5,130.59	4,796.04	5,025.02	14,951.65	1,105,412.98	30,915.70	100.0000	1,105,412.98
				<u>1,105,412.98</u>				<u>1,105,412.98</u>		<u>5,130.59</u>	<u>4,796.04</u>	<u>5,025.02</u>	<u>14,951.65</u>	<u>1,105,412.98</u>	<u>30,915.70</u>		<u>1,105,412.98</u>
Debt Service																	
3/31/2024	4/1/2024	N/A	Demand	88,122.65	1.500%	100.000	1.500%	88,122.65	-	229.48	198.71	108.55	536.74	88,122.65	757.12	100.0000	88,122.65
Sub Total				<u>88,122.65</u>				<u>88,122.65</u>		<u>229.48</u>	<u>198.71</u>	<u>108.55</u>	<u>536.74</u>	<u>88,122.65</u>	<u>757.12</u>		<u>88,122.65</u>
Employee Benefit																	
3/31/2024	4/1/2024	N/A	Demand	51,053.50	1.500%	100.000	1.500%	51,053.50	-	92.72	83.57	82.42	258.71	51,053.50	398.25	100.0000	51,053.50

City of Stephenville, TX
Investment Report
3/31/2024

Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Accrued Interest Purchased	Interest Earned January 2024	Interest Earned February 2024	Interest Earned March 2024	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
Sub Total				51,053.50				51,053.50		92.72	83.57	82.42	258.71	51,053.50	398.25		51,053.50
Capital Projects																	
3/31/2024	4/1/2024	N/A	Texpool	7,414,989.50	5.350%	100.0000	5.350%	7,414,989.50		25,055.03	22,583.24	30,662.00	78,300.27	7,414,989.50	156,078.70	100.0000	7,414,989.50
3/31/2024	4/1/2024	N/A	TexSTAR	1,189,721.51	5.320%	100.0000	5.320%	1,189,721.51		5,301.30	4,935.03	5,080.44	15,316.77	1,189,721.51	30,970.78	100.0000	1,189,721.51
Sub Total				8,604,711.01				8,604,711.01		30,356.33	27,518.27	35,742.44	93,617.04	8,604,711.01	187,049.48		8,604,711.01
Tax Increment Financing																	
3/31/2024	4/1/2024	N/A	Texpool	1,129,164.91	5.350%	100.0000	5.350%	1,129,164.91		4,696.29	4,408.14	5,075.26	14,179.69	1,129,164.91	27,232.89	100.0000	1,129,164.91
Sub Total				1,129,164.91				1,129,164.91		4,696.29	4,408.14	5,075.26	14,179.69	1,129,164.91	27,232.89		1,129,164.91
Grand Total				56,215,179.53				56,215,179.53		250,241.58	233,020.78	240,980.59	724,242.95	56,215,179.53	1,457,403.77		56,213,234.23

**City of Stephenville
Investment Diversification
For Month Ending March 31, 2024**

<u>Investments</u>	<u>Par Value</u>	<u>Market Value</u>	<u>% of Portfolio</u>	<u>Avg Yield</u>
TexStar	24,191,109.35	24,191,109.35	43.03%	5.29%
TexPool	26,434,092.45	26,434,092.45	47.02%	5.28%
Demand Accounts	3,073,904.56	3,073,904.56	5.47%	1.48%
Cash/Money Market	801,073.17	801,073.17	1.43%	0.00%
Certificates of Deposit	1,715,000.00	1,713,054.70	3.05%	5.44%
US Treasuries	0.00	0.00	0.00%	0.00%
	56,215,179.53	56,213,234.23	100.00%	



City of Stephenville, TX
Consolidated Yield Worksheet
 For the Quarter Ending March 31, 2024

<u>January</u>	<u>Average Monthly Balance</u>	<u>Net Monthly Earnings</u>	<u>Average Monthly Rate</u>
Brokered CD's	2,205,470.40	10,099.03	5.49%
US Treasuries	-	-	0.00%
Cash/Money Market	326,074.55	-	0.00%
Demand - Operating	2,730,025.40	3,413.32	1.50%
Demand - Others	257,623.61	322.20	1.50%
Texpool	24,896,109.03	110,585.13	5.33%
TexSTAR	27,850,239.79	125,821.90	5.42%
Totals for January	58,265,542.78	250,241.58	5.15%
<u>February</u>			
Brokered CD's	1,958,686.80	8,663.28	5.31%
US Treasuries	-	-	0.00%
Cash/Money Market	547,213.65	-	0.00%
Demand - Operating	2,635,776.69	3,062.60	1.39%
Demand - Others	241,326.45	282.28	1.40%
Texpool	26,761,266.73	112,940.61	5.06%
TexSTAR	25,647,574.23	108,072.01	5.06%
Totals for February	57,791,844.55	233,020.78	4.84%
<u>March</u>			
Brokered CD's	1,713,054.70	7,885.97	5.52%
US Treasuries	-	-	0.00%
Cash/Money Market	801,073.17	-	0.00%
Demand - Operating	3,140,273.36	4,043.87	1.55%
Demand - Others	150,666.75	190.97	1.52%
Texpool	26,354,149.80	119,347.22	5.43%
TexSTAR	24,335,219.60	109,512.56	5.40%
Totals for March	56,494,437.38	240,980.59	5.12%



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, April 02, 2024 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, April 02, 2024, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Regular City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

- Mayor Doug Svien
- Council Member LeAnn Durfey
- Council Member Justin Haschke
- Council Member Lonn Reisman
- Council Member Bob Newby
- Council Member Maddie Smith
- Council Member David Baskettt
- Council Member Brandon Greenhaw
- Council Member Mark McClinton

COUNCIL ABSENT:

OTHERS ATTENDING:

- Jason M. King, City Manager
- Randy Thomas, City Attorney
- Sarah Lockenour, City Secretary

CALL TO ORDER

Mayor Svien called the Regular City Council Meeting to order at 5:30 PM.

PLEDGES OF ALLEGIANCE

Council Member Mark McClinton led the pledges to the flags of the United States and the State of Texas.

INVOCATION

John Barnes with Timber Ridge Church led the invocation.

CITIZENS GENERAL DISCUSSION

No discussion at this meeting.

PRESENTATIONS AND RECOGNITIONS

Proclamation Recognizing Zeta Phi Beta Sorority, Inc.

The Mayor read the following proclamation recognizing Zeta Phi Beta Sorority, Inc.

WHEREAS, *On February 25, 1994, Zeta Phi Beta Sorority, Inc. Sigma Omicron chapter became the first African American sorority to be chartered at Tarleton State University; and*

WHEREAS, *on February 25, 2024, Zeta Phi Beta Sorority, Inc. Sigma Omicron celebrated 30 years of Service, Scholarship, Sisterhood and Finer Womanhood of being on Tarleton's campus with uninterrupted service to the campus and Stephenville community. Over 70 members, who have become educators, social workers, professors, entrepreneurs and more, have been inducted since the chartering; and*

WHEREAS, *Over three decades of service, the Sigma Omicron chapter has donated to the Cross Timbers Family Crisis center, the March of Dimes, and recently gave a scholarship back to the students at Tarleton State. The chapter hosted the Southern Region of Zeta Phi Beta Sorority, Inc. Undergrad Leadership Retreat in the spring of 2012 which saw members of the sorority from both Texas and Louisiana together and contribute to the business revenue and donated again to the community. The chapter also hosted the annual Soul Night program which highlights black history and excellence including that of the university.*

WHEREAS, *Since that day in 1994, when five undergraduates decided to charter, Zeta Phi Beta Sorority, Inc. Sigma Omicron chapter continues to trailblaze paths on the campus of Tarleton State University.*

NOW THEREFORE, *I, Doug Svien, Mayor of the City of Stephenville, commemorate the 30th anniversary of Zeta Phi Beta Sorority, Inc. Sigma Omicron chapter at Tarleton State University and extend sincere best wishes to all those associated with this noteworthy organization for continued success in their good works.*

The proclamation was received by Zeta Phi Beta Sorority members and Tarleton State University staff: Nichole Jones, Co'Vasieya Jenkins, D'Asjia Johnson, Dr. Nathalie Jones, Talitha Davis, Ashli McDonald, Dr. Shenita Alsbrooks, Dr. Dana Fitzpatrick, and Michaela Dennis.

Proclamation for Stop the Silence

The Mayor read the following proclamation for Stop the Silence.

Whereas, *National Crime Victims' Rights Week was established in 1981 by President Ronald Reagan as part of an effort to bring attention and support to victims of crime and is being observed the week of April 21-27, 2024 with the theme of "How would you help? Options, services, and hope for crime survivors" to recognize victims of crime in the United States. National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and*

Whereas, *in 1983, April was designated National Child Abuse Prevention Month, and our community acknowledges that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment; and*

Whereas, *National Sexual Assault Awareness month was first nationally recognized in April 2001 as an effort to bring awareness about sexual assault and educate communities and individuals on prevention of sexual violence; and*

Whereas, our community has dedicated individuals and organizations who work daily to counter the problems and provide resources to victims of violent crimes, child abuse and neglect, and sexual assault; and

Whereas, since the passage of the Victims of Crime Act in 1984, and through the dedicated work of advocates, lawmakers, and victims service providers, there is a growing array of services and resources available to victims and their loved ones; and

Whereas, Stop the Silence has been created to combine awareness of these causes in Erath County.

NOW, THEREFORE, reaffirming this, the City of Stephenville, City of Dublin, Erath County and Tarleton State University commit to creating a victim service and criminal justice response that assists all victims of crimes throughout the year; and do hereby proclaim the week of April 21-27, 2024 as Crime Victims' Rights Week.

The proclamation was received by Laura Gambino with Cross Timbers Family Services.

REGULAR AGENDA

Consider Approval of Fee Waiver for Mural at 270 N. Belknap

Director of Development Services Steve Killen presented this item.

Ms. Beach is performing the work on the N. side of the building currently being operated at Luna Salon in collaboration with Keep Stephenville Beautiful and Tarleton State University. Keep Stephenville Beautiful is requesting a partial to full waiver of sign fee for the project totaling \$100.00.

Any fee reduction will have a direct correlation on the projected revenue collections for the General Fund/Development Services Department.

Dr. Jill Burke addressed the Council on behalf of Keep Stephenville Beautiful regarding the fee waiver for this project.

MOTION by David Baskett, second by LeAnn Durfey, to approve the fee waiver for mural at 270 N. Belknap as presented. MOTION CARRIED unanimously.

RECESS TO TOURISM AND VISITORS BUREAU COMMITTEE MEETING

Mayor Svien recessed the Regular City Council meeting at 5:43 PM.

RECONVENE REGULAR CITY COUNCIL MEETING

Mayor Svien reconvened the Regular City Council meeting at 5:47 PM.

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, Chair

1. Stephenville's Lodging Performance Annual Report – 2023

Administrative Services Director, Darrell Brown, presented Stephenville's Lodging Performance Report for 2023 to Council. This report is composed of data information provided by Texas Hotel & Lodging Association's Source Strategies.

2. HOT Funds Application – Larry Joe Taylor's Texas Music Festival – Shuttles

Tourism and Visitors Bureau Committee Chair LeAnn Durfey presented this item.

Larry Joe Taylor's Texas Music Festival is requesting \$21,500 to help fund shuttles for tourists during the event taking place April 22-27, 2024. Tourism has \$15,000 budgeted as a line item for the festival.

The shuttle report from 2023 LJT Festival states that there was a total of 122 responses, with 85 guests needing transport to/from the festival with party sizes varying from 2-10 people. Passengers on the shuttles included ticketholders, sponsors and their clients, VIP guests, vendors, artists, and band bus drivers all staying in local hotels. Knowledge of the shuttle system was conveyed through newsletters, email, website listings, social media, etc. Shuttles will run Wednesday – Saturday from 12:30pm – 12:00am.

The estimated costs for 2023:

1. Viking Drivers: \$6,879 (added additional driver for Wednesday)
2. Van rental, Insurance and Tax: \$7,000
3. Hotels for drivers: \$1,200
4. Meals for drivers: \$400
5. Fuel for all 4 vans: \$3,000
6. Dispatch/Coordinator: \$500
7. Advertising Hotel Shuttle: \$2,500

An increase in shuttle transports is expected as more guests are aware of its purpose and availability during the event timeframe. LJT brings in over 45,000 visitors to Stephenville every year and is one of the leading economic and tourism events in the community.

The Tourism Advisory Board has a positive recommendation to Council for LJT's HOT Funds Application.

3. Consider Approval of LJT Shuttle HOT Funds Application

MOTION by Bob Newby, second by Maddie Smith, to approve the HOT Funds application of \$21,500.00 for Larry Joe Taylor's Texas Music Festival- Shuttles as presented. MOTION CARRIED unanimously with David Baskett abstaining.

FINANCE COMMITTEE

Justin Haschke, Chair

4. Finance Committee Report from March 19, 2024

Finance Committee Chair Justin Haschke presented the Finance Committee Report from March 19, 2024.

Budget Amendments totaling \$3,032,146 were presented and discussed.

The General Fund budget was increased by \$2,160,820, of which \$729,677 is related to the carryover of unspent prior year encumbrances and capital expenditures. In addition, \$1 million was added for the Combined Dispatch, which was previously included as a commitment to fund balance. The remaining \$431,143 is related to the following new expenditures:

- Public Safety Incentive Pay Increases - \$100,710

- Public Safety Salary Increases - \$225,863
- General Fund Non-Public Safety Salary Increases - \$67,115
- Purchase of eleven (11) defibrillators - \$24,965
- Unanticipated Building repairs - \$12,490

The Water and Wastewater Fund budget was decreased by \$338,084. The carryover of unspent prior year encumbrances and the adjustment to capital project expenditures netted a decrease of -\$432,864. New expenditures totaled \$94,780 as follows:

- Utility salary increases - \$42,514
- Wastewater Treatment Plant contractual services - \$52,266

The Landfill Fund budget was increased by \$70,155, of which \$59,649 is related to the carryover of unspent prior year encumbrances and capital expenditures. New expenditures totaled \$10,506 for salary increases.

The Airport Fund budget was increased \$7,370 for adjustment of the carryover of capital projects.

The Storm Water Drainage Fund budget was increased \$53,258 for unspent prior year encumbrances.

The HOT Fund budget was increased by \$1,889 for salary increases.

The Capital Projects Fund budget was increased by \$1,076,738 for the carryover of capital projects.

The motion was made and seconded to forward the budget amendments to the full Council with a positive recommendation for approval. The motion passed unanimously.

5. Consider Approval of Budget Amendments for Fiscal Year Ending September 30, 2024

MOTION by Justin Haschke, second by Mark McClinton, to approve Ordinance No. 2024-O-10 regarding budget amendments for fiscal year ending September 30, 2024, as presented. MOTION CARRIED unanimously.

FINANCIAL REPORTS

Monica Harris, Director of Finance

6. Monthly Budget Report for the Period Ending February 29, 2024

Director of Finance Monica Harris presented the monthly budget report as follows:

In reviewing the financial statements ending February 29, 2024, the financial indicators are overall as or better than anticipated.

Property Tax Collections: We received \$152K in property taxes in the month of February, resulting in a \$280K increase over the funds collected last fiscal year to date. The amount collected is 98% of the \$7.3 million budget, which is \$96K more than anticipated.

Sales and Use Tax: We received \$906K in sales tax in February, resulting in \$107K or 3% more than the funds collected last fiscal year to date. The amount collected is 45% of the \$9.4 million budget, which is \$360K higher than anticipated.

Revenue (by fund): Of the \$21.8 million revenue received to date, 61% was received in the General Fund, 24% was received in the Water/Wastewater Fund and 3% was received in the Landfill Fund.

Revenue (budget vs. actual): We received 56% of the total budgeted revenues through February, which is \$3.3 million more than anticipated due to taxes, building permits, intergovernmental, charges for services, and investment income.

Revenue (prior year comparison): We received \$740K more revenue through February than last fiscal year to date due to intergovernmental revenue related to capital projects.

Expenditures (by fund): Of the \$20.8 million spent to date, 38% was expended in the General Fund, 47% was expended in the Water/Wastewater Fund, 6% was expended in the Capital Projects Fund, and 2% was expended in the Landfill Fund.

Expenditures (budget vs. actual): We have expended 30% of the total budgeted expenditures through February, which is \$9.2 million less than anticipated due to personnel, contractual and capital outlay.

Expenditures (prior year comparison): We spent \$105K more in expenditures through February than last fiscal year to date due to personnel.

SEDA Revenue Comparison: SEDA has received an overall 48% of budgeted revenue through February, which is \$13K more than last fiscal year to date and \$55K more than anticipated due to taxes and interest income.

SEDA Expenditure Comparison: SEDA has spent an overall 13% of budgeted expenditures through February, which is \$112K less than last fiscal year to date due to contractual and grant disbursements and \$459K less than anticipated due to contractual, capital outlay and grant disbursements.

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

SEDA Vice President, Ashleigh Feuerbacher presented updates on SEDA projects including Project Congo, Project Reload, Project Champ and Project Azure.

CONSENT AGENDA

- 7. Consider Approval of Minutes - City Council Work Session - March 5, 2024**
- 8. Consider Approval of Minutes - Regular City Council Meeting - March 5, 2024**
- 9. Consider Approval of Minutes - Special City Council Meeting - March 19, 2024**
- 10. Consider Approval of Expenditure for Motorola/Spillman CAD/RMS Annual Maintenance Cost**
- 11. Approve an Expenditure for 2023/2024 Patrol Unit Build Outs**

MOTION by Mark McClinton, second by David Baskett, to approve Consent Agenda items as listed.
MOTION CARRIED unanimously.

COMMENTS BY CITY MANAGER

City Manager Jason King reminded everyone about the Eclipse occurring Monday, April 8, 2024.

COMMENTS BY COUNCIL MEMBERS

LeAnn Durfey – April 19 is the Tarleton State University Ring Ceremony

- Thank you to all who helped on the downtown/Main Street clean up event last weekend.
- Thank you to Keep Stephenville Beautiful for the new mural!

Lonn Reisman – Thank you to all who came out to support my retirement and the words of encouragement.

David Baskett – Congratulations to Zeta Phi Beta for their service.

- Thank you and congratulations to Captain Jeremy Lanier for his recent promotion to Captain.

Mark McClinton – Echo David's congratulations to Captain Jeremy Lanier. Thank you for your service.

Mayor Svien recessed the Regular City Council Meeting at 6:06 PM and convened the Executive Session at 6:09 PM.

EXECUTIVE SESSION

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

12. Section 551.074 Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: **Local Health Authority**

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

1. City Manager
2. City Attorney

Mayor Svien adjourned the Executive Session at 6:52 PM and reconvened the Regular City Council Meeting at 6:53 PM.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

12. Section 551.074 Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: **Local Health Authority**

MOTION by Mark McClinton, second by Justin Haschke, to reappoint Dr. Kelley Doggett to the position of Local Health Authority.

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

1. City Manager
2. City Attorney

MOTION by Mark McClinton, second by Leann Durfey, to approve the City Attorney pay to \$130 per hour as discussed in Executive Session. MOTION CARRIED unanimously.

MOTION by Mark McClinton, second by Maddie Smith, to approve the City Manager position to \$160,500.00 and with the terms discussed in Executive Session. MOTION CARRIED unanimously.

ADJOURN

The Mayor adjourned the Regular City Council meeting at 6:54 PM.

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

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

CITY OF GRANBURY

116 W Bridge St
Granbury, TX 76048
817-573-1114
www.granbury.org

Item 15.



INVOICE

BILL TO
City of Stephenville
Stephenville Police Department
356 N. Belknap Street
Stephenville, Tx 76401

INVOICE 3298
DATE 04/17/2024
TERMS Net 15
DUE DATE 05/02/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Radio	P25 Monthly Radio Maintenance- May	1	5,478.00	5,478.00

BALANCE DUE \$5,478.00

For questions, or to pay over the phone by credit card, please contact Katie Moses at 817-573-1114 ext 1041

kmoses@granbury.org.



STAFF REPORT

SUBJECT: Public Safety Radio System Maintenance Service Agreement

DEPARTMENT: Police

STAFF CONTACT: Dan M Harris, Jr.

RECOMMENDATION:

Approve the monthly maintenance expense to the City of Granbury.

BACKGROUND:

In 2021 the council approved a new public safety radio system which is a part of the Granbury Regional Radio Network. There is a monthly fee to the City of Granbury for the use of the system. The cost is \$5,478.00 per month. The agreed monthly maintenance fee will have a total annual cost of \$65,736.00.

FISCAL IMPACT SUMMARY:

This year the monthly payments have gone into effect beginning in May with a total cost of \$27,390.00 for this budget year. 2023-2024 This is a budgeted item and within the budgeted amount.

ALTERNATIVES

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") is entered into as of May 1, 2024 (the "Effective Date") by and between City of Stephenville ("Company"), a Municipality, and HUB International Texas, Inc. ("Consultant"), and consists of this signature page, the Business Associate Agreement attached hereto as Appendix A, the Disclosure Statement – Services Fees, Consulting Fees and Reimbursements attached hereto as Appendix B, and the Statement(s) of Work attached hereto as Appendix C ("SOW"), and any attachments or exhibits thereto or hereto, which are incorporated in full by this reference. Each of Company and Consultant may be referred to herein as a "Party" or collectively as "Parties."

HUB International Texas, Inc.

City of Stephenville

Address for Notices:

Address for Notices:

124 Old Town Blvd North
Suite 100
Argyle, Texas 76226
ATTN: Rodney Dryden
Telephone: 940-464-4400
Email: rodney.dryden@hubinternational.com

298 W. Washington Street
Stephenville, Texas 76401
ATTN: Jason King
Telephone: 254-918-1265
Email: jking@stephenvilletx.gov

With a copy to:

Sheryl Truss
Human Resource Manager
298 W. Washington Street
Stephenville, Texas 76401
Telephone: 254-918-1221
Email: struss@stephenvilletx.gov

HUB INTERNATIONAL TEXAS, INC.

City of Stephenville

By: _____
Name: Rodney Dryden
Title: Senior Vice President

By: _____
Name: Jason King
Title: City Manager

TERMS AND CONDITIONS

1.0 SCOPE OF THE AGREEMENT

1.1 Services. Consultant shall perform the services described in each applicable SOW (the “Services”) in accordance with this Agreement and the specifications and timeframes set forth in the applicable SOW.

1.2 Changes to Scope. Company may, from time to time, propose changes to this Agreement or any related SOW by written notice to Consultant. If Consultant agrees, the relevant SOW must be amended in writing to specify the revised terms and conditions. If such changes cause a material increase in Consultant’s costs or time of performance, Consultant shall notify Company immediately and the Parties shall negotiate a reasonable pricing or adjustment in terms that shall be memorialized in an amendment to the applicable SOW.

1.3 Access. Company shall provide Consultant, if necessary and at a mutually agreed upon time, reasonable access to Company and its personnel and records to provide its Services.

2.0 TERM OF AGREEMENT AND SOWs

2.1 Term. The initial term of this Agreement is four (4) years, commencing on the Effective Date and shall continue in force until the third anniversary of the Effective Date unless renewed or terminated as provided in this Section. Each SOW shall continue in force through the term stated in the SOW, unless renewed or terminated as provided in this Section, or as otherwise provided in the SOW.

2.2 Automatic Renewal. This Agreement and each SOW shall automatically renew at the end of their stated terms and at the end of each renewal term for successive one year periods unless either Party provides the other Party with 90 days written notice prior to the end of the then current term of its intent to terminate this Agreement or the SOW, as applicable.

2.3 Material Breach. Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate this Agreement if a material breach of this Agreement continues and remains uncured for more than 30 days after the breaching Party is notified in writing of such material breach. Termination of this Agreement for material breach shall not discharge the Parties’ obligations under any and all SOWs. Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate a SOW if a material breach of that SOW continues and remains uncured for more than 30 days after the breaching Party is notified in writing of such material breach. Termination

of a SOW for material breach shall not discharge the Parties’ obligations under any and all other SOWs or this Agreement.

2.4 Insolvency. If a Party (the “Insolvent Party”) (1) has availed itself of (or been subjected by any third party to) a proceeding in bankruptcy in which the Insolvent Party is the named debtor, has made an assignment for the benefit of its creditors, has been subjected to the appointment of a receiver for the Insolvent Party, or is subject to any other proceeding involving insolvency or the protection of, or from, creditors, and (2) such action was initiated by a third party rather than the Insolvent Party, has not been discharged or terminated without any prejudice to the Insolvent Party’s rights or interests under this Agreement, or the Insolvent Party has been unable to reasonably satisfy the terminating Party that it is able to perform its obligations in accordance with this Agreement and with no adverse impact to the terminating Party (each an “Insolvency Event”), then within 45 days after such Insolvency Event the other Party may terminate this Agreement and any SOW immediately upon notice to the Insolvent Party.

2.5 Continuing Obligations. Notwithstanding anything to the contrary contained in this Section, any SOW may be terminated in accordance with its terms, but any such termination shall not be interpreted to terminate this Agreement. In addition, Company or Consultant may terminate any SOW pursuant to the terms and conditions of this Agreement and such SOW, without any effect on any other SOW or this Agreement. Any termination or expiration of this Agreement or of any SOW shall be effective as of the last day of the calendar month in which such termination or expiration is to be effective.

3.0 CONSEQUENCES OF TERMINATION

3.1 Continued Performance. Following delivery of a termination or non-renewal notice pursuant to this Agreement or any SOW, but prior to the effective date of such termination or expiration, each Party shall continue to abide by the terms and conditions of this Agreement and each SOW in effect at such time and comply fully with its obligations herein and therein and neither Party shall in any way hinder or interrupt the performance of this Agreement or any SOW during any period between the date of service of a termination or non-renewal notice and the date of actual termination or expiration.

3.2 Final Invoice. Upon termination or expiration of this Agreement or a SOW for whatever reason, Consultant shall render an invoice in respect of any Services performed since the date of the last invoice issued in accordance with this Agreement or SOW, Company shall promptly pay the undisputed amounts of such invoice, and shall provide detailed written

information and reasons to Consultant with respect to any portion of the invoices that are disputed by Company, and all fees, commissions or other payments paid up-front by Company shall be considered earned by Consultant and shall not be subject to refund or offset against any other amounts payable by Company to Consultant under this Agreement or any SOW.

3.3 Prior Breach. The termination of this Agreement shall not prevent a Party from pursuing any remedies under this Agreement for a breach of this Agreement or any SOW.

3.4 Survival. Notwithstanding anything to contrary contained herein or in any SOW, Sections 3.0, 6.2, 8.0, 9.0 and 10.0 of this Agreement will survive the termination or expiration of this Agreement and of any SOW.

4.0 PRICING/FEEES

Consultant shall provide Services to Company for the fees described in the applicable SOW.

5.0 INVOICES/PAYMENT

5.1 Invoicing. Unless invoicing for fees or commission is handled by insurance carriers chosen by Company, Consultant will invoice Company monthly for Services performed during the immediately preceding month, which shall be payable within 30 days after receipt by Company. Refer to Disclosure Statement – Service Fees, Consulting Fees and Reimbursements for further detail on fees or commission.

5.2 Invoice Dispute. If Company reasonably disputes the accuracy or applicability of an item set forth in an invoice, Company shall notify, in writing, Consultant of the alleged discrepancy as soon as possible after it has been discovered. Company shall not be required to pay any disputed part of an invoiced amount unless, and until, the Parties have successfully resolved the dispute. The Parties will work in good faith to resolve any disputes. Any payment of a disputed amount remitted by Company shall be made with a reservation of rights by Company.

6.0 MUTUAL REPRESENTATIONS AND WARRANTIES; DISCLAIMER

6.1 Representations and Warranties. Each Party represents and warrants the following to the other Party: (a) the Party's execution, delivery and performance of this Agreement: (i) has been authorized by all necessary corporate action, (ii) does not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject, and (iii) is not subject to the consent or approval of any third party; (b) this

Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms; and (c) such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder.

6.2 Disclaimer. **The representations and warranties contained in this Agreement are in lieu of all other representations and warranties, express or implied, oral or written, and all other representations and warranties not expressly stated herein are hereby excluded and disclaimed by Consultant and Company including, but not limited to, any implied warranties of merchantability, non-infringement, and fitness or suitability for a particular purpose. Company acknowledges that, in connection with entering into this Agreement, it is not relying on any representation warranty or other statement or assurance that are not set forth in this Agreement.**

7.0 RELATIONSHIP OF THE PARTIES

7.1 Independent Contractor. Consultant is a nonexclusive independent contractor to Company. Neither Party has any authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, except as expressly so stated in a SOW. Consultant will determine the method, details and means of performing the Services. Company shall have no right to, and shall not, control the manner or determine the method of accomplishing Consultant's Services.

7.2 Not a Fiduciary. Company acknowledges that: (i) CONSULTANT shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Company's employee benefit plans; and (iii) Consultant shall perform Services pursuant to this Agreement and any SOW in a non-fiduciary capacity. Company agrees to notify v as soon as possible of any proposed amendments to the employee benefit plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement or any SOW. Company agrees to promptly submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the Services covered by this Agreement and any SOW.

8.0 DISCLAIMER OF INDIRECT DAMAGES; LIMITATION OF LIABILITY

8.1 Damages Waiver. In no event shall either Party be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, even if either Party knew or should have known of the possibility thereof.

8.2 Limitation of Liability. **Unless a result of gross negligence or willful misconduct, and in recognition of the relative risks and benefits of this Agreement to both Company and Consultant, the risks have been allocated such that Company agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement or any SOW, to limit the liability of Consultant to Company for any reason and for any and all claims, losses, costs, liabilities, damages of any nature whatsoever, including but not limited to attorneys' and expert witness' fees, so that the total aggregate liability of Consultant to Company for any reason shall not exceed (i) as to any issues related to a specific SOW, the total fees received by Consultant for services rendered under the applicable SOW, and (ii) as to any issues related to this Agreement as a whole, the total fees received by Consultant for services rendered under this Agreement during the immediately preceding twelve (12) month period. It is intended that these limitations apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law.**

8.3 No Guarantee of Results. Company acknowledges that recommendations made by CONSULTANT do not guarantee specific results. Company can elect to implement all or part of the recommendations made by Consultant at any time. Company is free to accept or reject any recommendations from Consultant as Company has the sole authority to implement any such recommendations.

8.4 Other Advisors. If Company shall retain separately other advisors, such other advisors shall be solely responsible for the accuracy and reasonableness of their work. Company acknowledges and agrees Consultant shall have no responsibility for acts or omission of such other advisors.

9.0 CONFIDENTIALITY

9.1 Confidentiality and Non-Disclosure. The Parties agree that any information or material (in whatever form, tangible or intangible) concerning them, their affiliates, their customers or clients, and each of their respective directors, officers, managers, or employees, their trade secrets, know how, financial data (including prices, fees, profits, losses, expenses, costs, revenues and projections), ideas or materials of or relating in any way to the past, present, planned or foreseeable business,

products, developments, technology or activities of each respectively, shall, as between the Parties, be proprietary ("Confidential Information"). Such information shall be treated by the Parties and their personnel as confidential and shall not be disclosed by the alternate Party to any third-party or used by said alternate Party or its personnel, except to the extent necessary for the performance of the Services hereunder. All such Confidential Information shall, as between Company and Consultant, be the sole and exclusive property of the source of the Confidential Information or material. Notwithstanding anything in this Section to the contrary, the Parties may disclose Confidential Information to those of its affiliates' employees, officers, contractors, agents and representatives (collectively, "Representatives") who need to receive such Confidential Information for the purpose of complying with this Agreement or any SOW, but only after the Parties have informed them of the confidential nature of the Confidential Information and has directed them to treat such Confidential Information confidentially in accordance with the terms of this Agreement. Each Party shall be liable for any breach by its Representatives of the confidentiality obligations under this Agreement or any SOW.

9.2 Exclusions and Exceptions. Confidential Information shall exclude information that: (i) was known to the recipient before receipt from the other Party, (ii) is or becomes publicly available through no fault of the other Party or breach of its confidentiality obligations under this Agreement, (iii) is rightfully received by the other Party from a third party without a duty of confidentiality, or (iv) is independently developed by either Party without use or reference of the Confidential Information. If any Party is legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, said Party or its agents may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which its bona fide legal counsel advises is legally required to be disclosed, provided that said Party exercises commercially reasonable efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with the alternate Party to obtain (at said Party's expense) an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

10.0 GENERAL

10.1 Assignments. Except as provided otherwise in this Section, neither Party shall subcontract, assign, or otherwise transfer any rights or delegate any obligation under this Agreement without the prior written consent of

the other Party. Any purported assignment made without such consent is void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement without consent to a third party that purchases all or substantially all of the assets of such assigning party and agrees to assume and be bound by the terms of this Agreement. Upon acceptance of the assignment and the assumption of the duties and liabilities by the assignee, the assignor is released and discharged, to the extent of the assignment, from all further duties and liability under this Agreement except for assignor's obligations of confidentiality and any obligations or liabilities that arose prior to the assignment. This Agreement is binding upon the Parties' respective successors and permitted assigns.

10.2 Notice. Except as otherwise provided in any SOW, all notices, designations, consents or other formal communications shall be given in writing and delivered in person, by reputable overnight courier, or by U.S. mail to that Party's address first set forth above in the signature page, or to such other address as the Party shall have previously provided. Except as otherwise provided in any SOW, notices will be effective, as the case may be, on the date personally delivered, or one (1) Business Day after being sent by reputable overnight courier, or three (3) days after deposit in the U.S. mail, postage prepaid.

10.3 Force Majeure. No failure, delay or default in performance of any obligation of Consultant in this Agreement or any SOW shall constitute an event of default or breach of this Agreement or such SOW to the extent that such failure, delay or default in performance arises out of a fire, flood, earthquake, tornado, hurricane, wind or other natural disaster or act of God; war, terrorism, riot or civil disorder; strike, lockout or other labor dispute; embargo, quarantine or similar governmental action; or any other event outside of the reasonable control of CONSULTANT.

10.4 Entire Agreement. This Agreement (including any exhibits and schedules and SOWs hereto) constitutes the entire agreement between the Parties. This Agreement supersedes any prior agreement(s) between Consultant and Company regarding the Services. The captions used herein are for convenience of reference only and do not define or limit the scope, content, or meaning of the provisions contained herein.

10.5 Governing Law. This Agreement shall be governed by, and its provisions construed in accordance with the laws of the State of Texas, without regard to its

conflict of law provisions, except to the extent preempted by federal law. The exclusive venue for any formal legal action under this Agreement shall be Tarrant County, Texas.

10.6 Severability. Provisions of this Agreement shall be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. This Agreement's remaining provisions will stay in effect.

10.7 Amendment; Waiver; Remedies Cumulative. No waiver of any of the provisions of this Agreement shall be binding upon the Parties unless made in writing and duly executed by the Party granting such waiver. No delay or omission by either Party in exercising any right or power accruing to it upon the non-compliance or failure of performance by another Party under the provisions of this Agreement shall impair any right or power or be construed to be a waiver. A waiver by any Party of a breach of any of the obligations, conditions or agreements to be performed by another Party shall not be construed as a waiver of any succeeding breach of the same or other obligations, agreements or conditions. All remedies afforded by this Agreement for a breach hereof shall be cumulative; other equitable and statutory remedies, and other remedies expressly set forth in this Agreement, are available to either Party with regard to this Agreement. No modification or amendment to this Agreement or any SOW shall be valid unless made in writing and signed by all Parties.

10.8 Further Assurances. The Parties shall cooperate with each other and execute and deliver to the other Party such forms and documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm the other Party's rights or obligations or as may be reasonably necessary or helpful to give effect to the provisions of this Agreement.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. Signatures delivered by fax, email, or other electronic means shall be sufficient and binding and shall be treated as originals for purposes of this Agreement and any SOW.

APPENDIX A

Business Associate Agreement

This Business Associate Agreement (the “Agreement”), effective as of May 1, 2024 (the “Effective Date”), is entered into by and between City of Stephenville (“Covered Entity”) and HUB International Texas, Inc.. (“Business Associate”).

RECITALS:

A. Covered Entity is a “covered entity” under the federal Health Insurance Portability and Accountability Act of 1996 (the “Act”), Public Law 104-191, as modified by the Titles of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, known as the “Health Information Technology for Economic and Clinical Health Act” (“HITECH Act”), and the regulations promulgated thereunder and codified at 45 CFR Parts 160 and 164 (such regulations together with the Act and HITECH Act, collectively, “HIPAA”).

B. As a “covered entity,” Covered Entity must obtain reasonable and adequate assurances that any of its contractors who obtain, create, transmit, or maintain Protected Health Information (as defined below) on its behalf will abide by certain restrictions prescribed by HIPAA in the course of providing services.

C. Business Associate provides the services (the “Services”) specified on Appendix B of the Consulting Agreement dated as of even date herewith (the “Underlying Agreement”) pursuant to the Underlying Agreement, and in the course of performing the Services Business Associate may have access to and require use of Protected Health Information.

D. Covered Entity and Business Associate desire to enter into this Agreement to ensure that Business Associate’s access to and use or disclosure of Protected Health Information complies fully with the requirements of HIPAA.

THEREFORE, the parties agree as follows:

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meaning given to them in HIPAA, except that the following terms shall be hereinafter defined as follows:

(a) “Business Associate” shall generally have the same meaning as the term “business associate” defined at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Business Associate named above.

(b) “Covered Entity” shall generally have the same meaning as the term “covered entity” defined at 45 CFR 160.103, and in reference to this Agreement, shall mean the Covered Entity named above.

(c) “HIPAA Rules” shall mean the *Standards for Privacy of Individually Identifiable Health Information* found at 45 CFR Part 160; Part 164, Subparts A and E (the “Privacy Rule”), the *Security Standards for the Protection of Electronic Protected Health Information*, found at 45 CFR Part 160; Part 164, Subparts A and C (the “Security Rule”), the breach notification regulations, found at 45 CFR 164.400-414 (the “Breach Notification Rule”), and the Enforcement Rule, found at 45 CFR Part 160, Subparts C, D, and E.

(d) “Protected Health Information” or “PHI” shall generally have the same meaning as the term “protected health information” defined at 45 C.F.R. 160.103, limited to the PHI exchanged by the parties pursuant to this Agreement.

(e) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

(a) Use and Disclosure. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Compliance with Security Rule. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

(c) Report of Unpermitted Uses and Disclosures; Breach. Business Associate shall report to Covered Entity, no later than ten (10) days after discovery, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident. Business Associate shall help Covered Entity mitigate the effective of any unpermitted use or disclosure, including a Breach or Security Incident, and shall be financially responsible to Covered Entity for all costs and fees related to Covered Entity's performing under the breach notification requirements.

(d) Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(e) Individuals' Access to PHI. Business Associate shall make PHI contained in a Designated Record Set available to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

(f) Amendment of PHI. At the direction of Covered Entity, Business Associate shall amend PHI in a Designated Record Set as agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

(g) Accounting of Disclosures. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

(h) Compliance with the Privacy Rule. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

(i) Books and Records. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Uses and Disclosures to Conduct the Services. Business Associate may only use or disclose PHI as necessary for Business Associate to provide the Services to Covered Entity, as further described in the Underlying Agreement. Business Associate shall use and disclose PHI consistent with the scope and limitations of the Underlying Agreement.

(b) Uses and Disclosures Required by Law. Business Associate may use or disclose PHI as Required by Law.

(c) Uses and Disclosures; the Privacy Rule. Business Associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, except as set forth in Section (d) below.

(d) Business Associate's Management and Administration; Legal Responsibilities. Business Associate may use PHI for its own proper management and administration or to carry out its own legal responsibilities. Additionally, Business Associate may disclose PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

(e) Minimum Necessary. Business Associate shall use, disclose and request only the minimum amount of PHI necessary, and shall comply with any of Covered Entity's minimum necessary policies that are provided to Business Associate by Covered Entity. Business Associate shall comply with any future guidance published by the Department of Health and Human Services.

4. TERM AND TERMINATION

(a) Term. Unless sooner terminated in accordance with Sections 4(b) or 5(c) below, the Term of this Agreement shall begin on the Effective Date and shall terminate upon termination or expiration of the Underlying Agreement.

(b) Termination for Cause. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement and Business Associate fails to cure the breach or end the violation within thirty (30) days of being notified of such breach or violation.

(c) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from, or created, maintained, or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form. If Business Associate believes that return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity. If Covered Entity agrees that the return or destruction of such PHI is infeasible, Business Associate may retain such PHI, provided that Business Associate continues to comply with the provisions of this Agreement for so long as it maintains such PHI and further limits uses and disclosures of such PHI to those purposes that make return or destruction infeasible.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

5. MISCELLANEOUS

(a) Independent Contractors. At all times, Business Associate will be acting as an independent contractor engaged by Covered Entity to perform the Services. Nothing contained in this Agreement shall be construed to create an employment relationship, partnership or joint venture or to authorize Business Associate to act as a general or special agent, except as specifically set forth in this Agreement or any other agreement between the parties.

(b) Indemnification. Business Associate agrees to defend, indemnify and hold harmless Covered Entity and Covered Entity's officers, directors, managers, employees, and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs and expenses (including court costs and reasonable attorney's fees) arising in connection with or otherwise related to (a) Business Associate's breach of this Agreement or (b) any acts or omissions of Business Associate or any of Business Associate's officers, directors, managers, employees, contractors or agents arising out or related to any unpermitted use or disclosure of PHI or a violation of the HIPAA Rules. This section will survive any expiration or termination of this Agreement.

(c) Compliance with HIPAA. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA. In the event of any amendment or modification to the HIPAA Rules or any other statutory requirement, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after thirty (30) days of negotiations, the terms of this Agreement fail to comply with the HIPAA Rules or other statutory requirements, then this Agreement shall immediately terminate.

(d) No Rights in Third Parties. Except as expressly stated herein or the HIPAA Rules, the parties do not intend to create any rights in any third parties.

(e) Conflict with Underlying Agreement. In the event of an inconsistency between the provisions of this Agreement and any applicable Underlying Agreement, the terms of this Agreement shall control.

(f) Amendment. This Agreement may be amended or modified only in a writing signed by the parties.

(g) Assignment. No party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party.

(h) Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

(i) Governing Law. This Agreement shall be governed by the laws of the State of Texas.

(j) Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

(k) Counterparts. This document may be executed in counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

City of Stephenville

HUB International Texas, Inc.

By: _____

By: _____

Name: Jason King

Name: Rodney K. Dryden

Title: City Manager

Title: Senior Vice President

APPENDIX B

Disclosure Statement

Service Fees, Consulting Fees and Reimbursements

Our agency may provide certain services that you request or that are necessary to place or maintain your insurance. Sections 550.001, 4005.003 and 4005.004 of the Texas Insurance Code authorize us to charge a fee for services if we obtain your written consent prior to providing the service or incurring the expense. In addition, commission we may receive from insurance companies may also apply for lines of business unrelated to consulting fees. The purpose of this Disclosure Statement is to provide transparency at all times and to comply with those requirements regarding disclosure of commission amounts indicated below as compensation for the services provided or expenses incurred, above and beyond our consulting fees.

Services and Insurance Products	Fee or Commission for Each Service
Medical Consulting Services	\$2800 Monthly Consulting Fee
Consulting Fee Billing Option (check one)	X <input type="checkbox"/> HUB International to invoice <input type="checkbox"/> Carrier or TPA to invoice
Pharmacy Benefit Manager Services	Included
Stop Loss Policy Placement & Service	Included
Dental Insurance	10% Commission
Vision Insurance	10% Commission
Employer-Paid Life Insurance	10% Commission
Voluntary Life Insurance	10% Commission
Long-Term Disability Insurance	10% Commission
Short-Term Disability Insurance	10% Commission
Long-Term Care Insurance	Commission varies by carrier, product, & year.
Employee Assistance Program (EAP)	0% Commission
Supplemental / Worksite Products	Commission varies by carrier, product, & year.

Our agency prides itself on being an industry leader in transparency with our clients. Medical Plan Consulting Fees may be billed by a medical carrier or TPA, and/or by HUB International Texas, Inc. as noted above. The Company acknowledges that Consultant may at times receive commissions, guaranteed supplemental commissions, profit sharing payments, bonuses, override commissions, or other profit-, volume- or incentive-based non-standard payments from insurance carriers. The Company further acknowledges that it has read and understands the "How We Get Paid" disclosure document available at hubinternational.com. [Upon request by the Company, the Consultant will promptly provide to the Company an accounting with respect to (i) the commissions the Advisor received, or expects to receive, from any insurance carrier based in whole or in part upon the placement of insurance policies on behalf of the Company and (ii) the compensation that the Consultant expected to receive from any insurance carrier on any alternative quotes the Consultant may have received on behalf of the Company.] The Company's entry into this Agreement does not obligate the Company to purchase an insurance product through the Consultant.

The undersigned hereby acknowledges and agrees that the above commissions and fees have been mutually agreed upon and will be payable to HUB International Texas, Inc.

City of Stephenville

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX C**Statement of Work**

This Statement of Work (“SOW”) is provided pursuant to the Consulting Agreement dated May 1, 2024 (the “Agreement”) by and between City of Stephenville (“Company”) and HUB International Texas, Inc. (Consultant).

1.0 DESCRIPTION OF SERVICES AND DELIVERABLES**1.1 Annual Consulting Services provided by HUB to Company include the following:**

- ✓ Develop a mutually agreeable renewal action plan and timeline that meets Company objectives each year for open enrollment.
- ✓ Prepare and issue a request for proposal (RFP) on Company’s behalf to be sent to major insurance carriers in the market prior to annual open enrollment, unless otherwise instructed by Company.
- ✓ Make recommendations & assist with employee benefit design, funding options, and strategy.
- ✓ As appropriate, Consultant will conduct employee education meetings at open enrollment.
- ✓ Provide customized printed and electronic educational materials to aid in the employee education effort.
- ✓ Assist Company with administrative changes, carrier selection, and implementation during the normal course of open enrollment.
- ✓ Assist with setting up any electronic feeds for Company vendors and provide solutions for customized enrollment solutions when applicable.
- ✓ Advise Company with respect to available technology platforms to support delivery and administration of employee benefit plans.
- ✓ Provide Company with access to proprietary Human Resources tools & resources through strategic partnerships.
- ✓ Provide assistance with claim issues, appeals, provider negotiations, and other related services for the benefit of Company’s employees.
- ✓ Wellness Consulting services to align with and engage your Employee Benefits program.
- ✓ Conduct strategic planning meetings with the Company to review & discuss plan performance, goals, objectives and responsibilities outlined above.
- ✓ Assist with vendor management and administration issues.
- ✓ Provide informational materials on legislative & compliance developments including ongoing compliance consulting and support.
- ✓ Medicare educational support, supplement placement & assistance for employees & dependents nearing or past Medicare eligibility ages.

2.0 TERM

This SOW shall be in effect from May 1, 2024 through April 30, 2028 or if shorter the date of termination of the Agreement, unless renewed in accordance with Section 2.2 of the Agreement or earlier terminated pursuant to Section 2.0 of the Agreement.

3.0 PRICING/FEEES and DISCLOSURES

- 3.1 Company acknowledges that it has received, read and understands the Disclosure Statement — Service Fees, Consulting Fees and Reimbursements (Appendix B of the Agreement) which has been provided to it in connection with this SOW.
- 3.2 Refer to Appendix B of the Agreement (the Disclosure Statement) for pricing and fees detail.
- 3.3 Company acknowledges this SOW shall continue in full force and effect after amendments or modifications to the Agreement or any other Appendix, exhibit, or attachment thereto, unless otherwise modified in writing and signed by Company and Consultant.

- 3.4 Intermediaries Disclosure: Consultant may utilize the services of other intermediaries to assist in the marketing and servicing of Company's benefits program, when in Consultant's professional judgement those services are necessary or appropriate. Such intermediaries may be affiliates of Consultant or not related to Consultant.
- 3.5 Stop Loss Disclosure: Consultant does not make any representations about an insurer's or managing general underwriter's payment or claims denial practices. Consultant will assist with any stop loss claims to help facilitate timely reimbursements, but cannot warrant in any way that all claims submitted to stop loss carriers will be approved and ultimately reimbursed due to variables out of our control (eligibility, exclusions, etc.).

4.0 COMPANY COOPERATION

Company shall fully cooperate with Consultant in the course of Consultant's performance of the Services set forth in Section 1.0 of this SOW, and provide Consultant timely access to Company's information systems along with those elements of information and data necessary to the provisions of the Services. Company will promptly comply with all reasonable instructions and requests made by Consultant and will at all times keep Consultant informed of its representatives' location, business address and telephone number, if any, and any and all other addresses, telephone numbers, email addresses, and telefax numbers where Company may be contacted. Company understands that the timely provision of information by Company is essential to Consultant's performance of its services under this Agreement as employee benefit plans may be date sensitive. Finally, Company understands and agrees that Consultant may not be able to meet certain required timelines in connection with this SOW if Company does not promptly respond to Consultant's requests and inquiries, and Consultant will have no liability or responsibility for delays caused by Company or Company's clients or vendors.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date set forth above.

CONSULTANT:

HUB INTERNATIONAL TEXAS, INC.

By: _____

Name: Rodney K. Dryden

Title: Senior Vice President

COMPANY:

City of Stephenville

By: _____

Name: Jason King

Title: City Manager