



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, September 03, 2024 at 5:30 PM

AGENDA

CALL TO ORDER

PLEDGES OF ALLEGIANCE

INVOCATION

David Bearden, Graham Street Church of Christ

CITIZENS GENERAL DISCUSSION

REGULAR AGENDA

- [1.](#) Consider Approval of Resolution Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2024 Rate Review Mechanism Filing
- [2.](#) Consider Approval of Administrative Services Agreement with SEDA
- [3.](#) Consider Proposal from David Pettit Economic Development

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

[4.](#) **Case No.: RZ2024-010**

Applicant Ishmael Calvillo is Requesting a Rezone of Property Located at 1125 Alexander Rd, being Parcel R17553, Acres 1.380, A0196 DUPUY JOHN B; & HOUSE of the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) to One- and Two-Family Residential District (R-2)

5. PUBLIC HEARING

Case No.: RZ2024-010

- [6.](#) Consider Approval of Ordinance Rezoning of Property Located at 1125 Alexander Rd, being Parcel R17553, Acres 1.380, A0196 DUPUY JOHN B; & HOUSE of the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) to One- and Two-Family Residential District (R-2)

[7.](#) **Case No.: PD2021-001 UPDATE**

Applicant Taylor Kanute of Harbin Street, LLC, Pursuant to the Requirements Set Forth by Section 154.08 of the City of Stephenville Zoning Ordinance, is Presenting an Update and Requesting an Extension of the Development Schedule for the Planned Development Located at 0 S. Harbin Drive, Parcel R73763, of SOUTH SIDE ADDITION, BLOCK 19; LOT 15 (PT OF) of the City of Stephenville, Erath County, Texas

- [8.](#) Consider Approval of Ordinance Extending the Development Schedule for Planned Development District (PD) Located at 0 S. Harbin Drive, Parcel R73763, of SOUTH SIDE ADDITION, BLOCK 19; LOT 15 (PT OF) of the City of Stephenville, Erath County, Texas

NOMINATIONS COMMITTEE

Maddie Smith, Chair

- [9.](#) Nominations Committee Report
- [10.](#) Consider Approval of Nominations to Citizen Boards and Commissions

FINANCE COMMITTEE

David Baskett, Chair

- [11.](#) Finance Committee Report from August 20, 2024
- [12.](#) Consider an Interlocal Agreement with the City of Midlothian for Purchasing EMS Supplies

PUBLIC HEALTH AND SAFETY COMMITTEE

Dean Parr, Chair

- [13.](#) Public Health and Safety Committee Report from August 20, 2024
- [14.](#) Consider Approval of a Texas A&M Forest Service Grant Application

FINANCIAL REPORTS

Monica Harris, Director of Finance

- [15.](#) Monthly Budget Report for the Period Ending July 31, 2024

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

CONSENT AGENDA

- [16.](#) Consider Approval of Minutes - August 6, 2024
- [17.](#) Consider Approval of Minutes - August 7, 2024
- [18.](#) Consider Approval of Minutes - August 20, 2024
- [19.](#) Consider Approval of Municipal Court Bailiff Contract
- [20.](#) Consider Approval of the 2024 Airport Apron Maintenance Project
- [21.](#) Consider Approval of Contract Renewal with Bruner Motors
- [22.](#) Consider Approval of Turf Maintenance Contract with Heritage Landscape
- 23. PULLED - Consider Approval of Contract Renewal for Sewer Root Control with Dukes Root Control
- [24.](#) Consider Approval of Contract Renewal for Maintenance Uniforms with Coyote Designs
- [25.](#) Consider Approval of Renewal of Contract for Pest Control with Timmons Exterminating
- [26.](#) Consider Approval of Contract Renewal for SPARD Photography with TSS Photography
- [27.](#) Consider Approval of Contract with Brad Hodges for Food Inspections Services for Fiscal Year 2024-2025

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

28. 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**

29. Section 551.071 Consultation with Attorney - to Consult Over a Pending or Contemplated Litigation

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.



STAFF REPORT

SUBJECT: Atmos Mid-Tex 2024 RRM Settlement Documents
DEPARTMENT: Administration
STAFF CONTACT: Jason King

RECOMMENDATION:

Approve Atmos Mid-Tex 2024 RRM Settlement Documents

BACKGROUND:

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$182.5 million, \$132.6 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$149.6 million instead of the claimed \$182.5 million.

After several settlement meetings, the parties have agreed to settle the case for \$164.7 million. This is a reduction of \$32.1 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2024. ACSC members should take action approving the Resolution/Ordinance before September 30, 2024.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$164.7 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis, or 6.84%. The increase for average commercial usage will be \$13.39 or 3.44%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas

adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2024, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$48.19	-
DARR:	\$54.30	\$6.11
ATM Cities:	\$49.59	\$1.40
Environs:	\$49.53	\$1.34

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$164.7 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this

Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$196.8 million in additional system-wide revenues, the RRM settlement at \$164.7 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$164.7 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2024. New rates become effective October 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.95 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 23.00 per month
Commodity Charge – All <u>Ccf</u>	\$0.58974 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 81.75 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 81.75 per month
Commodity Charge – All Ccf	\$ 0.19033 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.52	0.1526	88.98	0.7485
Austin	8.87	0.1343	213.30	0.9142
Dallas	12.38	0.2024	185.59	1.0974
Waco	8.71	0.1219	130.62	0.7190
Wichita Falls	10.20	0.1394	117.78	0.6435

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2024 Willis Towers Watson Report as adjusted	\$ 1,402,365	\$ (1,146,665)	\$ 2,186,549	\$ (4,070,086)	\$ 278,107	
2	Allocation Factor	45.93%	45.93%	82.00%	82.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	\$ (1,148,903)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	81.70%	81.70%	38.85%	38.85%	11.24%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 526,315		\$ 696,536			\$ 1,222,851
11	Total Post-Employment Benefit Plan		\$ (430,349)		\$ (1,296,547)		(1,726,896)
12	Total Supplemental Executive Benefit Plan					\$ 31,256	31,256
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 526,315	\$ (430,349)	\$ 696,536	\$ (1,296,547)	\$ 31,256	\$ (472,789)

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 42.8 Ccf				
2	Customer charge	\$ 22.25			
3	Consumption charge	42.8 CCF X \$ 0.48567 =	20.79		
4	Rider GCR Part A	42.8 CCF X \$ 0.27958 =	11.97		
5	Rider GCR Part B	42.8 CCF X \$ 0.47494 =	20.33		
6	Subtotal		\$ 75.34		
7	Rider FF & Rider TAX	\$ 75.34 X 0.07196 =	5.42		
8	Total		\$ 80.76		
9					
10	Customer charge		\$ 22.95		
11	Consumption charge	42.8 CCF X \$ 0.58974 =	25.24		
12	Rider GCR Part A	42.8 CCF X \$ 0.27958 =	11.97		
13	Rider GCR Part B	42.8 CCF X \$ 0.47494 =	20.33		
14	Subtotal		\$ 80.49		
15	Rider FF & Rider TAX	\$ 80.49 X 0.07196 =	5.79		
16	Total		\$ 86.28	\$ 5.52	6.84%
17					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	Rate C @ 363.6 Ccf				
19	Customer charge	\$ 72.00			
20	Consumption charge	363.6 CCF X \$ 0.18280 =	66.47		
21	Rider GCR Part A	363.6 CCF X \$ 0.27958 =	101.67		
22	Rider GCR Part B	363.6 CCF X \$ 0.33806 =	122.93		
23	Subtotal		\$ 363.07		
24	Rider FF & Rider TAX	\$ 363.07 X 0.07196 =	26.13		
25	Total		\$ 389.20		
26					
27	Customer charge		\$ 81.75		
28	Consumption charge	363.6 CCF X \$ 0.19033 =	69.21		
29	Rider GCR Part A	363.6 CCF X \$ 0.27958 =	101.67		
30	Rider GCR Part B	363.6 CCF X \$ 0.33806 =	122.93		
31	Subtotal		\$ 375.56		
32	Rider FF & Rider TAX	\$ 375.56 X 0.07196 =	27.03		
33	Total		\$ 402.59	\$ 13.39	3.44%
34					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
35	Rate I @ 1335 MMBTU				
36	Customer charge		\$ 1,382.00		
37	Consumption charge	1,335 MMBTU X \$ 0.7484 =	998.94		
38	Consumption charge	0 MMBTU X \$ 0.5963 =	-		
39	Consumption charge	0 MMBTU X \$ 0.2693 =	-		
40	Rider GCR Part A	1,335 MMBTU X \$ 2.7303 =	3,644.33		
41	Rider GCR Part B	1,335 MMBTU X \$ 0.7337 =	979.37		
42	Subtotal		<u>\$ 7,004.64</u>		
43	Rider FF & Rider TAX	\$ 7,004.64 X 0.07196 =	504.08		
44	Total		<u><u>\$ 7,508.72</u></u>		
45					
46	Customer charge		\$ 1,587.75		
47	Consumption charge	1,335 MMBTU X \$ 0.6553 =	874.67		
48	Consumption charge	0 MMBTU X \$ 0.4799 =	-		
49	Consumption charge	0 MMBTU X \$ 0.1029 =	-		
50	Rider GCR Part A	1,335 MMBTU X \$ 2.7303 =	3,644.33		
51	Rider GCR Part B	1,335 MMBTU X \$ 0.7337 =	979.37		
52	Subtotal		<u>\$ 7,086.12</u>		
53	Rider FF & Rider TAX	\$ 7,086.12 X 0.07196 =	509.94		
54	Total		<u><u>\$ 7,596.06</u></u>	\$ 87.34	1.16%
55					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
56	Rate T @ 4645 MMBTU				
57	Customer charge	\$ 1,382.00			
58	Consumption charge	1,500 MMBTU X \$ 0.5684 =	852.60		
59	Consumption charge	3,145 MMBTU X \$ 0.4163 =	1,309.08		
60	Consumption charge	0 MMBTU X \$ 0.0893 =	-		
61	Rider GCR Part B	4,645 MMBTU X \$ 0.7337 =	3,407.90		
62	Subtotal		<u>\$ 6,951.58</u>		
63	Rider FF & Rider TAX	\$ 6,951.58 X 0.07196 =	500.26		
64	Total		<u><u>\$ 7,451.84</u></u>		
65					
66	Customer charge		\$ 1,587.75		
67	Consumption charge	1,500 MMBTU X \$ 0.6553 =	982.95		
68	Consumption charge	3,145 MMBTU X \$ 0.4799 =	1,509.08		
69	Consumption charge	0 MMBTU X \$ 0.1029 =	-		
70	Rider GCR Part B	4,645 MMBTU X \$ 0.7337 =	3,407.90		
71	Subtotal		<u>\$ 7,487.68</u>		
72	Rider FF & Rider TAX	\$ 7,487.68 X 0.07196 =	538.84		
73	Total		<u><u>\$ 8,026.52</u></u>	<u>\$ 574.68</u>	<u>7.71%</u>

RESOLUTION NO. 2024-R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF STEPHENVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Stephenville, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024, Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2024 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 3RD DAY OF SEPTEMBER 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

AMENDED ADMINISTRATIVE SERVICES AGREEMENT
by and between
CITY OF STEPHENVILLE, TEXAS,
and
STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY

This Administrative Services Agreement (hereinafter referred to as the "Agreement") is hereby amended into on the 3rd day of September 2024, by and between the CITY OF STEPHENVILLE, TEXAS, a Texas home rule municipality, located in Erath County, Texas (hereinafter referred to as "City"), and the STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY, a Texas non-profit corporation (hereinafter referred to as "SEDA").

WHEREAS, the City is a home rule municipality located within Erath County, Texas; and

WHEREAS, SEDA was incorporated pursuant to chapter 505 of the Texas Local Government Code, as amended (hereinafter referred to as the "Act"); and

WHEREAS, SEDA shall have and exercise all of the rights, powers, privileges, authority, and functions given by the Act and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, Section 501.007 of the Texas Local Government Code generally provides that the City may not lend its credit or grant any public money or thing of value in aid of SEDA; and

WHEREAS, the City desires to furnish administrative services to SEDA as requested by SEDA's Board of Directors to perform certain functions and projects of SEDA as set forth in and provided by SEDA's bylaws, (hereinafter referred to as the "Bylaws"); and

WHEREAS, Bylaws authorize SEDA to utilize the services of the City staff of the City, subject to approval from the City Council; and

WHEREAS, Bylaws also provide that SEDA shall pay the City reasonable compensation for services provided to SEDA; and

WHEREAS, Section 501.067 of the Texas Local Government Code provides that the City may obtain for SEDA health benefits coverage, liability coverage, workers' compensation coverage, and property coverage under the City's insurance policies, through self-funded coverage, or under coverage provided under an interlocal agreement with a political subdivision; or retirement benefits under a retirement program the authorizing unit participates in or operates; and

WHEREAS, the City and SEDA, in the true spirit of cooperation, intend this Administrative Services Contract to promote efficiency of administrative services.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

City and SEDA agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. CITY'S OBLIGATIONS.

Upon request by SEDA's Board of Directors (the "Board") and upon the City agreeing to provide, and as deemed appropriate by the parties, the City agrees to provide any of the following services which shall include, but not be limited to the following:

- (a) Providing all necessary accounting, recordkeeping, and financial services through the City's Finance Department.
- (b) Preparing all reports and keeping all books and records.
- (c) Assisting SEDA in preparing a budget for each forthcoming year for review and approval by the Board and the City Council. The budget shall be prepared in accordance with SEDA's Bylaws.
- (d) The City will facilitate insurance coverage for the SEDA properties at SEDA's expense.
- (e) Carrying out other responsibilities and duties that may be mutually agreed upon in writing by SEDA and the City.

SECTION 3. SEDA'S OBLIGATIONS.

In consideration of the City's obligations, SEDA agrees to provide the following:

- (a) SEDA shall pay the City for the services provided in Article II of this Agreement ("Service Fee") the annual sum of Thirty Thousand dollars (\$30,000) for each fiscal year, to be divided equally into 12 monthly payments. The Service Fee shall be provided annually in SEDA's annual operating budget.
- (b) Granting authority to the City to disburse funds on behalf of and as directed by SEDA and designating City authorized signatures.
- (c) Granting City access to SEDA's books and records at all times.

SECTION 4. TERM.

- (a) The amended term of this Agreement shall be for the period from September 3, 2024, through September 30, 2025 ("Initial Term"), and by agreement of the parties shall apply retroactively to that portion of the Initial Term preceding the Effective Date of this Agreement.
- (b) This Agreement shall automatically renew each October 1st for the following 12-month term, unless either party gives written notification to the other by August 1st of the party's desire to negotiate a new agreement, amend the terms hereto, or cancel this Agreement.
- (c) This Agreement may be terminated at any time by the City or SEDA, in whole or part. Termination shall be effective sixty (60) days after delivery of notice of termination, which shall specify to what extent services under this Agreement shall be terminated.

SECTIONS. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Erath County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Erath County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual or individuals executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. SEDA warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience

purposes only and are not to be used to interpret or define the provisions of the Agreement.

- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) Effective Date. The Effective Date of this Agreement means the date of the letter to execute this Agreement by and between the City and SEDA.
- (h) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) Time is of the Essence. Time is of the essence in the performance of this Agreement.

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

SIGNATURE PAGE TO FOLLOW

CITY OF STEPHENVILLE, TEXAS

A Texas home rule municipality

By: _____

Doug Svien, Mayor

ATTEST: _____

Sarah Lockenour, City Secretary

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the 3rd day of September 2024, by Doug Svien, Mayor of the City of Stephenville, Texas, a municipal corporation, and on behalf of said corporation.

Notary Public, State of Texas

STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT CORPORATION,

A Texas non-profit corporation

By: _____

Marion Cole, Chairman

ATTEST: _____

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the ____ day of September 2024, by Marion Cole, Chairman of Stephenville Type B Economic Development Corporation City of Stephenville, Texas, a Texas non-profit corporation.

Notary Public, State of Texas



August 27, 2024

Jason King
City Manager
City of Stephenville, Texas
298 W Washington St
Stephenville, TX 76401

RE: Professional Services Proposal

Dear Mr. King,

David Pettit Economic Development, LLC (“DPED”) is pleased to provide this proposal for economic development professional services relating to the creation of a new Tax Increment Reinvestment Zone (“TIRZ”) in the City of Stephenville, Texas (“City”).

The Project

It is our understanding that the City of Stephenville, Texas is interested in creating a new TIRZ for the purpose of facilitating development.

The Assignment

Our work under this proposal would be to provide professional economic development services. DPED’s primary role will be to provide professional economic development services relating to creating a TIRZ.

The Team

We propose working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

Statutory Requirements

Chapter 311 of the Texas Tax Code outlines the various procedures for creating a TIRZ. The designation TIRZ ordinance is approved by the governing body of the municipality and establishes four key elements, including:

- Boundary;
- Term;
- TIRZ Board; and
- Preliminary project and financing plan.

Before adopting an ordinance designating the reinvestment zone, the governing body of the municipality must hold a public hearing on the creation of the zone and publish notice of the hearing not later than the seventh day before the public hearing. A final project and financing plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality.

Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for the TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1**District Review**

Our first step would be to collect and analyze available information in the proposed TIRZ. This includes available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2**Data Collection and Analysis**

Based upon parcel data provided by the City, DPED would provide a geographic information system (GIS) database of existing values for land and improvements, ownership data, and current land use information. The database and maps will provide the baseline data for the analysis. Key products of this task would include a TIRZ database and accompanying maps in digital and hard copy formats.

Task 3**Taxable Value Analysis**

A multi-year historic taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for each parcel in the proposed zone. We would also develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model on a parcel by parcel basis with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4**Develop TIRZ Cash Flow Model**

Based on the anticipated land uses and projections, DPED would develop a draft financing cash flow model (and supporting spreadsheets) for a 15, 20, and 30-year time period. This model will allow the City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of TIRZ Cash Flow Models with macros established for growth and development assumptions.

Task 5**Prepare TIRZ Project and Financing Plan**

DPED would then develop the Finance Plan, Project Plans, and Detailed Description of TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include a preliminary TIRZ Project and Financing Plan comprised of a legal description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6**TIRZ Documentation Support**

DPED will provide assistance with drafting necessary documents for creating the TIRZ including: 1) public hearing notices; 2) resolutions; and 3) ordinances. This can be a time consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration. This task would also include assistance in creating and appointing the appropriate TIRZ board per the TIRZ creation ordinance.

Fee for Services

Our fee for services relating to the scope of services would be a lump sum fee of \$37,500 for the creation of a TIRZ.

Fees would be charged monthly, subject to on-going progress on the work effort. Reimbursable expenses not to exceed \$1,500 would be charged to include out-of-pocket expenses incurred in the interest of the project at actual costs.

Changes of Scope and Additional Services

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

<u>Classification</u>	<u>Hourly Billing Rate</u>
David Pettit	\$325.00
Project Manager	\$250.00
Project Specialist	\$120.00
Planning Intern	\$100.00
Administrative	\$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement

It is anticipated that the services covered in the proposal will be completed within twelve (12) months of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) months from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at DPED actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum. In the event we are forced to commence a collection proceeding, you agree to pay reasonable attorney's fees and court costs, in addition to our fees billed under this proposal.

Suspension and Termination

If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance

DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and excess/umbrella liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of \$2,000,000.00 each occurrence and \$4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of \$1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Stephenville, Texas
 298 W Washington St
 Stephenville, TX 76401
 Attention: Jason King, City Manager
 Email: jking@stephenvilletx.gov; nick@ceterpointcp.com

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY

I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,

David Pettit
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

City of Stephenville, Texas

By: _____

Date: _____

Potential TIRZ Development

Item 3.

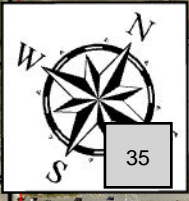


Legend

- Roads
- Parcels
- Potential TIRZ



The City of Stephenville makes every effort to ensure this map is free of errors, but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either expressed or implied.





STAFF REPORT

SUBJECT: Case No.: RZ2024-010

Applicant Ishmael Calvillo is requesting a rezone of property located at 1125 Alexander Rd, being Parcel R17553, Acres 1.380, A0196 DUPUY JOHN B; & HOUSE of the City of Stephenville, Erath County, Texas from (R-1) Single Family Residential to (R-2) One- and Two-Family Residential District.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

RECOMMENDATION:

The Planning and Zoning Commission convened on August 21, 2024, and by unanimous vote, recommended the City Council deny the rezone request.

BACKGROUND:

The property has current and future zoning of Single Family Residential. The applicant is requesting the rezone to build duplex homes. R-2 zoning includes single-family and two-family dwellings as permitted uses. Duplex style housing will require 75x100 lot dimensions. Water and sewer is available in the vicinity.

PROPERTY PROFILE:



Sec. 154.05.5. One- and two-family residential district (R-2).

5.5.A Description. This residential district provides for a neighborhood development of medium density. The primary land use allows for single-family dwellings, along with two family dwelling units. 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.

5.5.B Permitted Uses.

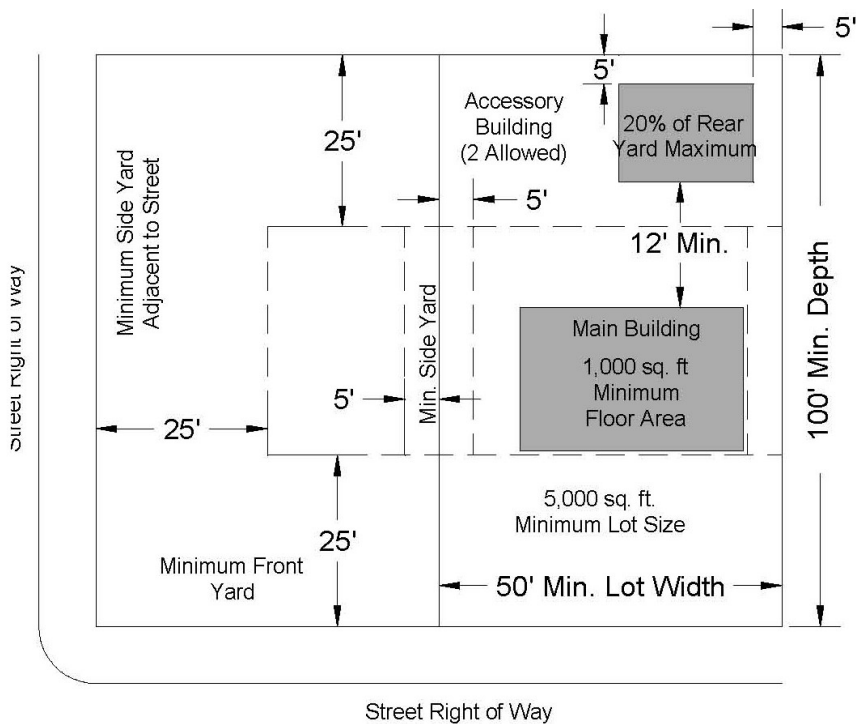
- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing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

5.5.C Conditional Uses.

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

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

- (A) *Single family.*
 - (1) Minimum lot area: 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 buildings 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.

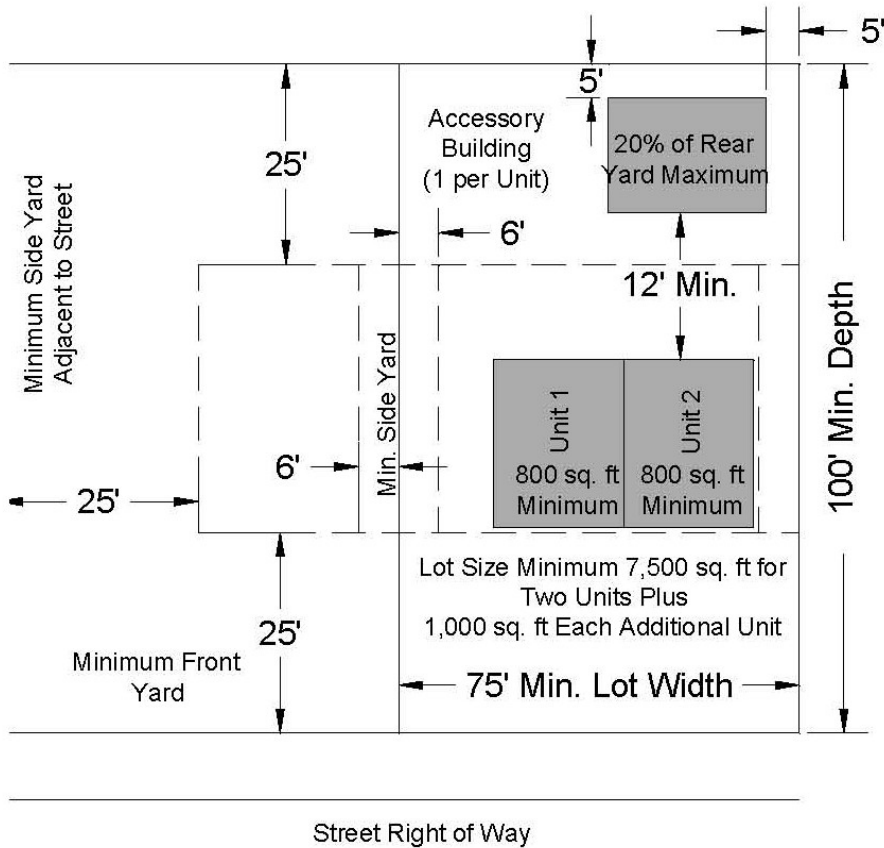


5.5. EParking Regulations. A Single-Family, R-2 District lot shall provide a minimum of two vehicle parking spaces, with a driveway connecting the parking spaces with a street or alley, and meet all the pertinent requirements contained in this ordinance, Section 11, Parking Regulations of this ordinance.

(B) *Two-family.*

- (1) Minimum lot area: minimum of 7,500 ft² for two-family dwelling unit.
- (2) Minimum lot width and lot frontage: 75 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: six 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 each dwelling unit: 800 (two-family unit = 1,600 ft²; two units of 800 ft² each).
- (8) Accessory buildings:
 - (a) Maximum accessory building coverage of rear yard: 20%.
 - (b) Maximum area of each accessory building: 200 ft².
 - (c) Maximum number of accessory buildings: one per unit.
 - (d) Minimum depth of side setback: five feet.
 - (e) Minimum depth of rear setback: five feet.
 - (f) Minimum depth from the edge of the main building: 12 feet.
- (9) Maximum height of structures: 35 feet.

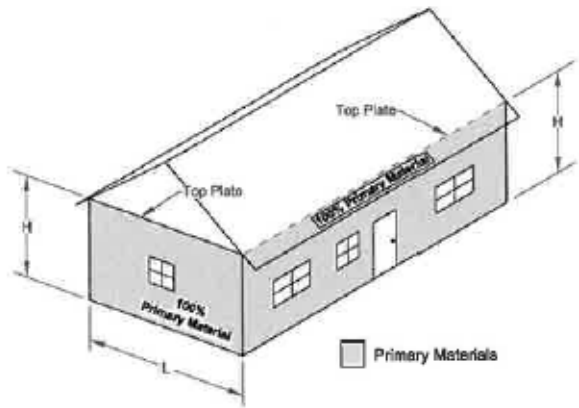
- (10) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



A Two-Family, R-2 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.

5.5.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)

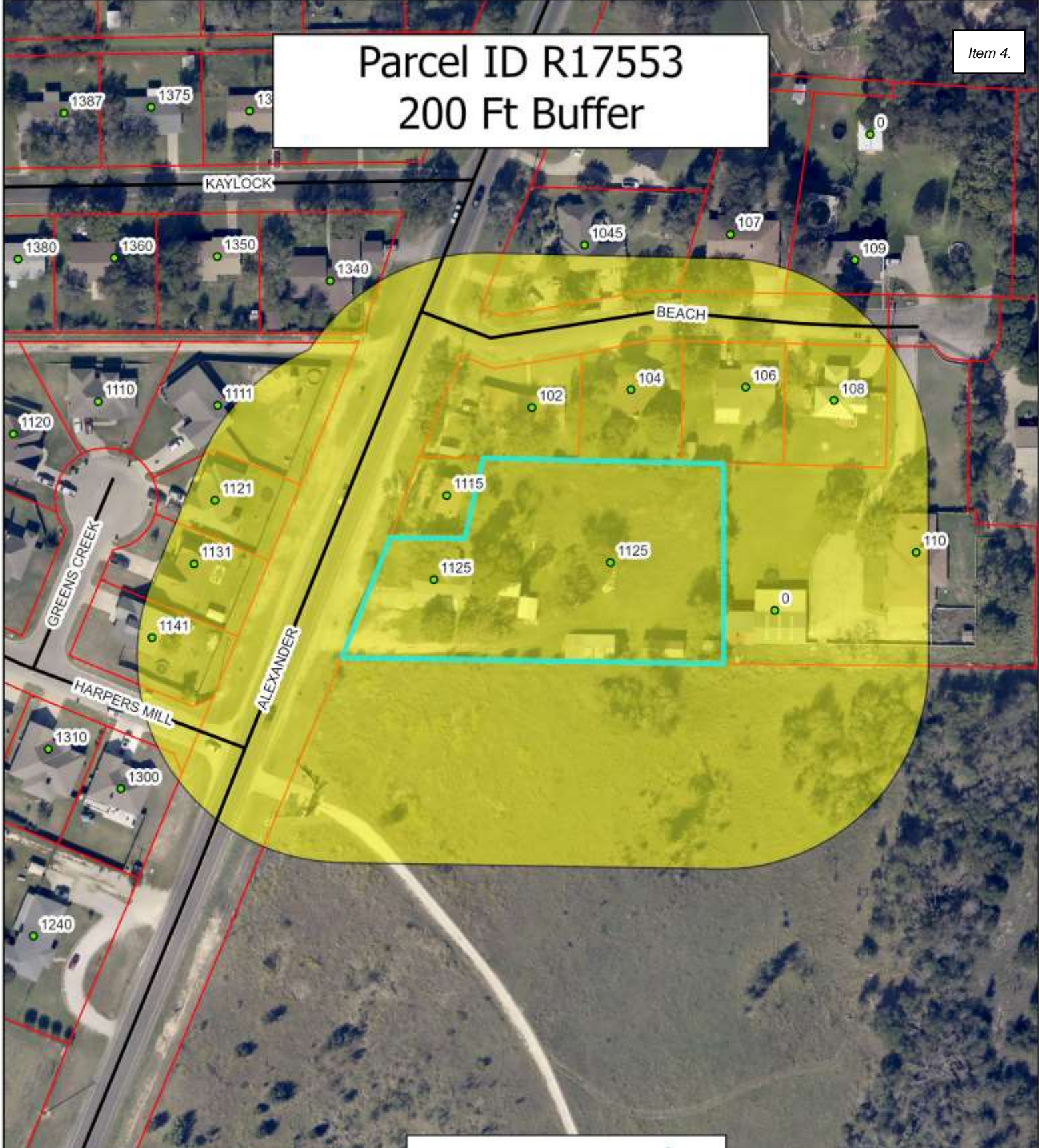
FACTORS TO CONSIDER:

- 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:

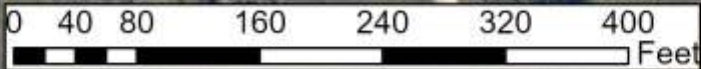
- 1) Accept the recommendation of the Planning and Zoning Commission and deny the rezoning request.
- 2) Approve the rezoning request.

Parcel ID R17553 200 Ft Buffer



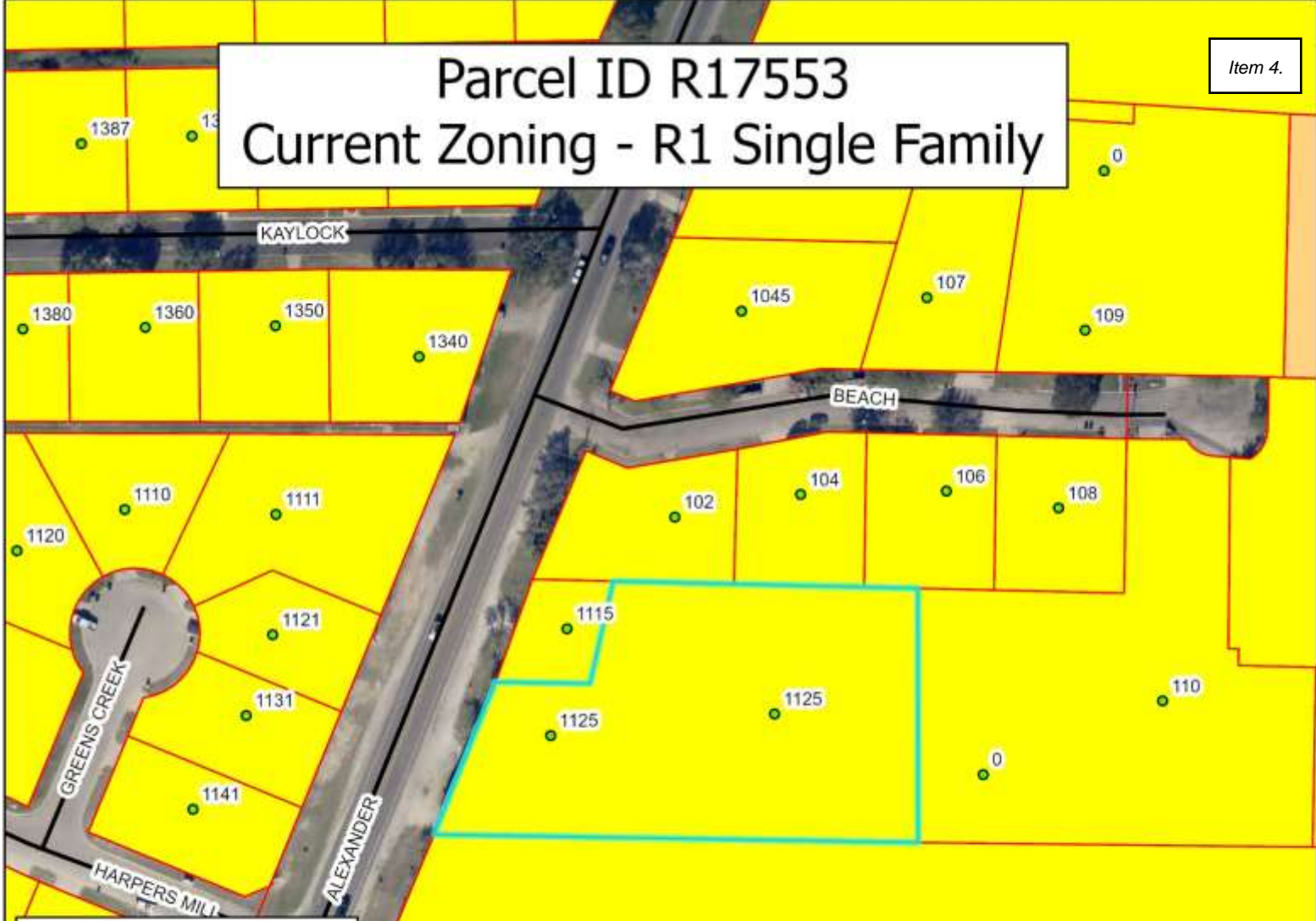
Legend

- ▭ Parcels
- Addresses
- Roads
- 200 Ft Buffer



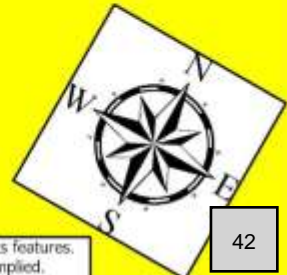
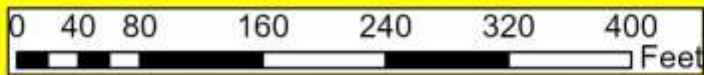
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Parcel ID R17553 Current Zoning - R1 Single Family



Legend

- Parcels
- Addresses
- Roads
- ZONING
- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTS - City, Tarleton, School
- DT - Downtown
- IND - Industrial
- PD - Planned Development
- R-1 - Single Family - 7,500
- R-1.5 - Single Family - 6,000
- R-2 - One and Two Family
- R-2.5 - Integrated Housing
- R-3 - Multiple Family
- RE - Single Family - 1 Acre



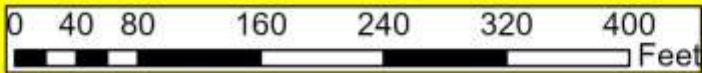
The City of Stephenville makes every effort to ensure this map is free of errors, but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either expressed or implied.

Parcel ID R17553 Future Land Use - Single Family



Legend

- Parcels
- Addresses
- Roads
- Land Use
- Ag/Open Space
- Office/Neighbor Bus
- Commercial
- Cent Business Dist
- City/Tarleton/SISD
- Downtown
- Industrial
- Planned Development
- Single Family
- One and Two Family
- Multi-Fam/Resident
- Duplex/Townhome
- Manufact Homes



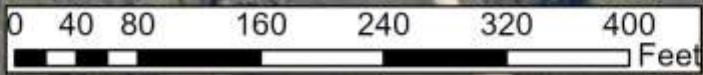
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Parcel ID R17553 Water & Sewer Utilities



Legend

- ▭ Parcels
- Addresses
- Roads
- Sewer Lines
- Water Lines



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Parcel R17553

200 ft Buffer Addresses

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000073444	1300 HARPERS MILL RD	BRAND JONI & FRANK	3251 HWY 2486	GUSTINE	TX	76455
R000073478	1121 GREENS CREEK CIRCLE	BRIDGES BARBARA M REVOCABLE TRUST	PO BOX 1532	WILSON	WY	83014
R000032398	109 BEACH DR	BULLION BETHANY & CLAYTON BULLION	109 BEACH DR	STEPHENVILLE	TX	76401
R000073443	0 HARPERS MILL RD	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000078203	0 BEACH DR	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000032394	104 BEACH DR	COCHRAN JASON V	104 BEACH DR	STEPHENVILLE	TX	76401-5200
R000032393	102 BEACH DR	CRAIG NORMAN A JR	102 BEACH DR	STEPHENVILLE	TX	76401-0000
R000017570	1255 ALEXANDER RD	ELLIOTT STEPHANY L	PO BOX 18	STEPHENVILLE	TX	76401
R000017554	110 BEACH DR	EVANS WILLIAM R & NANETTE V	112 BEACH DR	STEPHENVILLE	TX	76401-0000
R000073479	1131 GREENS CREEK CIRCLE	HARMON MATTHEW TAYLOR	1131 GREENS CREEK CIRCLE	STEPHENVILLE	TX	76401
R000017553	1125 ALEXANDER RD	HOANG PHUONG & ISMAEL CALVILLO	1125 ALEXANDER RD	STEPHENVILLE	TX	76401
R000073480	1141 GREENS CREEK CIRCLE	LESLEY BRIAN & JENNIFER LESLEY	1141 GREENS CREEK CIR	STEPHENVILLE	TX	76401-5176
R000032397	107 BEACH DR	LYON TIM D & DEBRA A LYON	13204 CR209	HICO	TX	76457
R000073477	1111 GREENS CREEK CIRCLE	MAGNUS JOHN & MELODY	1111 GREENS CREEK CIRCLE	STEPHENVILLE	TX	76401
R000017558	1045 ALEXANDER RD	MCCLENDON ANDREA	1045 ALEXANDER RD	STEPHENVILLE	TX	76401
R000017611	1115 ALEXANDER RD	MURRAY ANGIE	1395 MELISSA	STEPHENVILLE	TX	76401
R000032396	108 BEACH DR	SHIPP LEE D	306 PR881	STEPHENVILLE	TX	76401-9318
R000032395	106 BEACH DR	WINGEREID ERIC	106 BEACH ST	STEPHENVILLE	TX	76401
R000032499	1340 KAYLOCK	WOODLEE KEVIN G & MARGARET L WOODLEE	1340 KAYLOCK	STEPHENVILLE	TX	76401

ORDINANCE NO. 2024-O-____

AN ORDINANCE REZONING THE LAND DESCRIBED SINGLE FAMILY RESIDENTIAL (R-1) TO ONE- AND TWO-FAMILY RESIDENTIAL DISTRICT (R-2).

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:

1125 Alexander Rd, being Parcel R17553, Acres 1.380, A0196 DUPUY JOHN B; & HOUSE, of the City of Stephenville, Erath County, Texas

is hereby rezoned and the zoning classification changed from the classification of Single Family Residential (R-1) to One- and Two-Family Residential District (R-2), in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 3rd day of September 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



STAFF REPORT

SUBJECT: Case No.: PD2021-001 UPDATE

Taylor Kanute of Harbin Street, LLC, pursuant to the requirements set forth by Section 154.08 of the City of Stephenville Zoning Ordinance, is presenting an update and requesting an extension of the development schedule for the Planned Development located at 0 S. Harbin Drive, Parcel R73763, of SOUTH SIDE ADDITION, BLOCK 19; LOT 15 (PT OF) of the City of Stephenville, Erath County, Texas.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

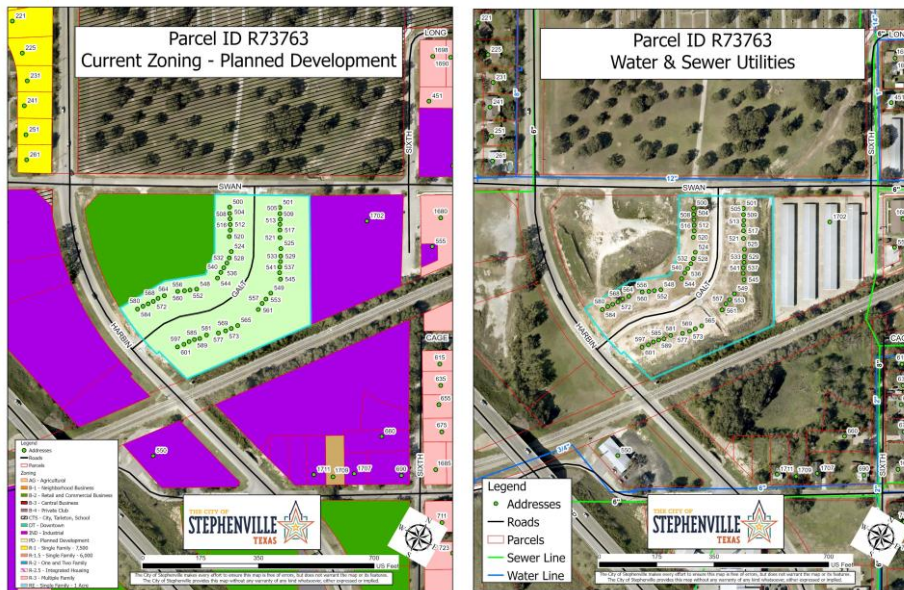
RECOMMENDATION:

The Planning and Zoning Commission convened on August 21, 2024, and by a unanimous vote, recommended the City Council approve the updated development schedule as presented.

BACKGROUND:

The Planning and Zoning Commission convened on May 19, 2021, and voted 5/1 to recommend the City Council approve the Development Plan and rezone request. Subsequently, on June 1, 2021, the City Council approved Ordinance No. 2021-O-19, rezoning the property to Planned Development District. A prior update was provided, and Ordinance 2023-0-21 was approved August 1, 2023.

Construction of improvements is underway and vertical construction has been authorized under the appropriate developer agreements.



DESCRIPTION OF REQUESTED ZONING

Sec. 154.08. Planned development district (PD).

8.A Description.

- (1) Planned development districts are designed for greater flexibility and discretion in the application of residential and non-residential zoning and for increased compatibility and the more effective mitigation of potentially adverse impacts on adjacent land than in possible under standard district regulations. It is recognized that it is desirable for certain areas of the city to be developed in accordance with development plans prepared and approved as a part of the ordinance authorizing the zoning necessary for the proposed development.
- (2) Improvements in a "PD" District are subject to conformance with a development plan approved by the City Council on Planning and Zoning Commission recommendation and after public hearing thereon. No development plan may increase gross density in excess of that allowed by the base district.

8.B Permitted Uses. In a PD Development District, no land shall be used and no building shall be installed, erected for/or converted to any use other than a hereinafter provided.

NON-RESIDENTIAL PLANNED DEVELOPMENTS. Considered appropriate where the following conditions prevail:

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Non-residential uses are situated such that an appreciable amount of land is available for open space or joint use as parking space and is integrated throughout the planned development;
- (3) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;
- (4) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional non-residential projects; and
- (5) The project provides a compatible transition between adjacent existing single-family residential projects and provides a compatible transition for the extension of future single-family projects into adjacent undeveloped areas.

RESIDENTIAL PLANNED DEVELOPMENT. Considered appropriate where the following conditions prevail:

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Dwelling units are situated such that an appreciable amount of land for open space is available and is integrated throughout the planned development;
- (3) The project utilizes an innovative approach in lot configuration and mixture of single-family housing types;
- (4) Higher densities than conventional single-family projects of the same acreage is achievable with appropriate buffering between existing conventional single-family developments and increased open space;
- (5) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;
- (6) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional single-family projects; and
- (7) The project provides a compatible transition between adjacent existing conventional single-family residential projects and provides a compatible transition for the extension of future conventional single-family projects into adjacent undeveloped areas.

8.C Prohibited Uses.

- (1) Any building erected or land used for other than the use shown on the Planned Development Site Plan, as approved by the City Council.
- (2) Any use of property that does not meet the required minimum lot size; front, side and rear yard dimensions; and/or lot width, or exceeds the maximum height, building coverage or density per gross acreage as shown in the development's recorded Planned Development Site Plan, as approved by City Council.
- (3) Any use deemed by the City Council as being detrimental to the health, safety or general welfare of the citizens of Stephenville.

8.D Ownership. An application for approval of a Planned Development Plan under the Planned Development District regulations may be filed by a person having legal ownership of the property to be included in the Development Plan. In order to ensure unified planning and development of the property, the applicant shall provide evidence, in form satisfactory to the City Attorney, prior to final approval of the Development Plan, that the property is held in single ownership or is under single control. Land shall be deemed to be held in single ownership or under single control if it is in joint tenancy, tenancy in common, a partnership, a trust or a joint venture. The Development Plan shall be filed in the name(s) of the record owner(s) of the property, which shall be included in the application.

8.E Development Schedule.

- (1) An application for a Planned Development District shall be accompanied by a development schedule indicating the approximate date on which construction is expected to begin and the rate of anticipated development to completion. The development schedule, adopted and approved by the City Council, shall become part of the Planned Development Ordinance and shall be adhered to by the owner, developer and their assigns or successors in interest.
- (2) Annually, upon the anniversary date, or more frequently if required, the developer shall provide a written report to the Planning and Zoning Commission concerning the actual development accomplished as compared with the development schedule.
- (3) The Planning and Zoning Commission may, if in its opinion the owner or owners of the property are failing or have failed to meet the approved development schedule, initiate proceedings to amend the Official Zoning map or the Planned Development District by removing all or part of the Planned Development District from the Official Zoning Map and placing the area involved in another appropriate zoning district. After the recommendation of the Planning and Zoning Commission and for good cause shown by the owner and developer, the City Council may extend the development schedule as may be indicated by the facts and conditions of the case.

8.F Plat Requirements. No application for a building permit for the construction of a building or structure shall be approved unless a plat, meeting all requirements of the City of Stephenville has been approved by the City Council and recorded in the official records of Erath County.

8.G Concept Plan. The applicant for any PD Planned Development shall submit a concept plan to the Planning and Zoning Commission for review prior to submitting a Development Plan. The concept plan shall contain appropriate information to describe the general land use configuration, proposed densities or lot sizes, proposed amenities and proposed regulation.

8.H Development Plan Approval Required. No building permit or certificate of occupancy shall be issued and no use of land, buildings or structures shall be made in the "PD" District until the same has been approved as part of a development plan in compliance with the procedures, terms and conditions of this section of the ordinance.

8.I Approval Procedures.

- (1) An application for development plan approval shall be filed with the Director of Community Development accompanied by a development plan.
- (2) The procedures for hearing a request for a zoning change to "PD" shall be the same as for a requested change to any other district as set forth Section 20 of the Zoning Ordinance.
- (3) Any substantive revision to a development plan between the public hearing before the Planning and Zoning Commission and the public hearing before the City Council shall necessitate the development plan being referred back to the Planning and Zoning Commission for review and evaluation unless the revision constitutes a minor change as provided below, or the change was a condition of the approval.

- (4) Any revisions to the development plan after the public hearing before the City Council shall be submitted to the Director of Community Development for distribution, review and written evaluation by city staff prior to submission to and approved by the City Council.
- (5) Minor changes to an approved development plan, which will not cause any of the following circumstances to occur, may be authorized by the Director of Community Development or his or her designee:
 - (a) A change in the character of the development;
 - (b) An increase in the gross floor areas in structures;
 - (c) An increase in the intensity of use;
 - (d) A reduction in the originally approved separations between buildings;
 - (e) Any adverse changes in traffic circulation, safety, drainage and utilities;
 - (f) Any adverse changes in such external effects on adjacent property as noise, heat, light, glare, vibration, height scale or proximity;
 - (g) A reduction in the originally approved setbacks from property lines;
 - (h) An increase in ground coverage by structures;
 - (i) A reduction in the ratio of off-street parking and loading space; and
 - (j) A change in the size, height, lighting or orientation of originally approved signs.
- (6) The decision of the Director of Community Development or his or her designee as to whether minor changes are being requested may be appealed to the Planning and Zoning Commission. Any change deemed not to be minor change, as indicated above, shall be processed as a new application in accordance with the provisions of this section and Section 20.1 of the Zoning Ordinance.

8.J Development Plan Requirements. The development plan submitted in support of a request for development plan approval shall contain sufficient information delineating the characteristics of the site, changes in those characteristics as may be proposed by the development, how the development will relate to public services and facilities and what protection features are included to insure that the development will be compatible with existing and allowable development on adjacent property. The development plan shall show at least the following items of information:

- (1) The location of all existing and planned non-single-family structures on the subject property;
- (2) Landscaping lighting and/or fencing and/or screening of common areas;
- (3) General locations of existing tree clusters, providing average size and number and indication of species;
- (4) Location and detail of perimeter fencing if applicable;
- (5) General description/location of ingress and egress with description of special pavement treatment if proposed;
- (6) Off-street parking and loading facilities, and calculations showing how the quantities were obtained for all non single-family purposes;
- (7) Height of all non-single-family structures;
- (8) Proposed uses;
- (9) Location and description of subdivision signage and landscaping at entrance areas;
- (10) Street names on proposed streets;
- (11) Proposed minimum area regulations including, set-backs, lot-sizes, widths, depths, side-yards, square footage or residential structures;
- (12) Indication of all development phasing and platting limits; and
- (13) Such additional terms and conditions, including design standards, as the Planning and Zoning Commission and the City Council deem necessary.

8.K Conditions for Development Plan Approval.

- (1) A development plan shall be approved only if all of the following conditions have been found during the review and process:
 - (a) That the uses will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values with the immediate vicinity;
 - (b) That the establishment of the use or uses will not impede the normal and orderly development and improvements of surrounding vacant property;
 - (c) That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - (d) That the design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - (e) That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - (f) That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.
- (2) In approving a development plan, the City Council may impose additional conditions necessary to protect the public interest and welfare of the community.

8.L Additional Conditions. Every Planned Development District approved under the provisions of this Ordinance shall be considered as an amendment to the Ordinance as applicable to the property involved. In an approved Planned Development District, the City Council may impose conditions relative to the standard of development, and such conditions shall be complied with before a certificate of occupancy is issued for the use of the land or any structure which is part of the Planned Development District; and such condition shall not be construed as conditions precedent to the approval of the zoning amendment, but shall be constructed as conditions precedent to the granting of a certificate of occupancy.

8.M Revocation.

- (1) Approval of a development plan may be revoked or modified, after notice and hearing, for either of the following reasons:
 - (a) Approval was obtained or extended by fraud or deception; or
 - (b) That one or more of the conditions imposed by the City Council on the development plan has not been met or has been violated.
- (2) Development controls:
 - (a) The City Council may impose more restrictive requirements than those proposed in the development plan in order to minimize incompatibilities;
 - (b) A "PD" District shall have a minimum lot area of not less than one acre under unified control;
 - (c) The parking requirements of the Zoning Ordinance shall apply to all uses in the "PD" District unless otherwise specified on the development plan; and
 - (d) "PD" provisions may vary setbacks with approval.

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 proper 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 rezone

ALTERNATIVES

- 1) Accept the recommendation of the Planning and Zoning Commission and approve the modified Development Schedule.
- 2) Deny the modified Development Schedule. Such action will require the removal of all or part of the Planned Development and cause placement in another zoning district.

Tarleton Crossings Planned Development Timeline

1. Predevelopment:

Upon full approval by the Stephenville City Council, it is the intent of the Developer to produce and submit final engineering plans and building plans to the Building Department for review. Once approved, the Developer will immediately begin construction of all civil improvements (roads, utilities, drainage, etc...). The development consists of a combination of four and six-unit town home buildings. There are two floorplans per building that are both 2 bedroom and 2.5 bathrooms. The interior units will have a one car garage and the end units will have a two car garage. All buildings will have uniform exteriors consisting of a combination of lap siding as well as board and baton siding with asphalt shingled roofs. The building materials will either be a Hardie or LP product. A high-resolution rendering of a six-unit building has been submitted to the development packet. All civil improvement details can be found under "Site Plan Notes" on the engineered plans.

2. Civil Improvements:

Once final engineering has been approved, the Developer will begin construction on all civil improvements and complete them in one phase.

3. General Construction:

The Developer plans to commence construction on the first 2-4 buildings as soon as permits are approved and issued. Construction of each building is estimated at approximately 90 days. After evaluating past development projects and well as projects currently under construction, the Developer anticipates the completion of all 50 residential units within 18 months of initial construction. Upon approval of the Planned Development, the Developer will produce a more defined development timeline including start and completion dates.

ORDINANCE NO. 2024-O-____

AN ORDINANCE EXTENDING THE MODIFIED DEVELOPMENT SCHEDULE FOR A PLANNED DEVELOPMENT DISTRICT (PD).

WHEREAS, the modified development schedule for a Planned Development District (PD) for 0 Harbin Drive was extended for twelve months through Ordinance No. 2023-O-21 on August 1, 2023.

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

The Planned Development District (PD) established on the following described tracts of land:

0 Harbin Drive, Parcel R73763, being South Side Addition, Block 19; Lot 15 of the City of Stephenville, Erath County, Texas

is subject to the following development schedule and all of the terms and conditions set out as follows in Exhibit A, attached.

PASSED AND APPROVED on the 1ST day of August 2023.

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

Exhibit A
Tarleton Crossings Planned Development Timeline

1. Predevelopment:

Upon full approval by the Stephenville City Council, it is the intent of the Developer to produce and submit final engineering plans and building plans to the Building Department for review.

Once approved, the Developer will immediately begin construction of all civil improvements (roads, utilities, drainage, etc...). The development consists of a combination of four and six- unit town home buildings. There are two floorplans per building that are both 2 bedroom and 2.5 bathrooms. The interior units will have a one car garage and the end units will have a two car garage. All buildings will have uniform exteriors consisting of a combination of lap siding as well as board and baton siding with asphalt shingled roofs. The building materials will either be a Hardie or LP product. A high-resolution rendering of a six-unit building has been submitted to the development packet. All civil improvement details can be found under "Site Plan Notes" on the engineered plans.

2. Civil Improvements:

Once final engineering has been approved, the Developer will begin construction on a11 civil improvements and complete them in one phase.

3. General Construction:

The Developer plans to commence construction on the first 2-4 buildings as soon as permits are approved and issued. Construction of each building is estimated at approximately 90 days.

After evaluating past development projects and well as projects currently under construction, the Developer anticipates the completion of all 50 residential units within 18 months of initial construction. Upon approval of the Planned Development, the Developer will produce a more defined development timeline including start and completion dates.

COMMITTEE REPORT



REPORT TYPE: Nominations Committee Report
MEETING: August 20, 2024
Present: Maddie Smith, LeAnn Durfey, Lon Reisman, Alan Nix
Absent: none
DEPARTMENT: Administration
STAFF CONTACT: Sarah Lockenour, City Secretary

DISCUSS AND APPROVE NOMINATIONS TO CITIZEN BOARDS AND COMMISSIONS

DISCUSSION: The committee met on August 20, 2024, to review applications for Citizen Boards and Commissions with the discussion led by committee chair Maddie Smith. The Nominations Committee received following nominations:

Electrical Board –

Jerrod Hancock

Planning and Zoning Commission –

Bruce Delater

Library Advisory Board –

Lisa LaTouche

Mike Jones

COMMITTEE ACTION:

The following recommendations were made:

Electrical Board

MOTION by Alan Nix, second by Lon Reisman, to recommend to full Council Jerrod Hancock for Place 4 of the Electrical Board. MOTION CARRIED unanimously.

Planning and Zoning Commission

MOTION by Alan Nix, second by Lon Reisman, to recommend to full Council appointing Bruce Delater to Alternate 2 of the Planning and Zoning Commission. MOTION CARRIED unanimously. Bruce will be invited to the September 3 meeting for an interview.

Library Advisory Board

MOTION by Alan Nix, second by Lon Reisman, to recommend to full Council appointing Mike Jones to Place 3 of the Library Advisory Board. MOTION CARRIED unanimously.

COMMITTEE REPORT



REPORT TYPE: Nominations Committee Report
MEETING: August 20, 2024
Present: Maddie Smith, LeAnn Durfey, Lonn Reisman, Alan Nix
Absent: none
DEPARTMENT: Administration
STAFF CONTACT: Sarah Lockenour, City Secretary

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Mike Jones

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Library Advisory Board

MOTION by Alan Nix, second by Lonn Reisman, to recommend to full Council appointing Mike Jones to Place 3 of the Library Advisory Board. MOTION CARRIED unanimously.

Past member

Applicant

Description

Seven-member board with two alternates.
All members must be qualified voters of the City of Stephenville.
Board members are subject to a three-term limit.

PLANNING & ZONING COMMISSION

<u>PL #</u>	<u>First</u>	<u>Last</u>
1	Tyler	Wright
2	Justin	Slawson
3	Lisa	LaTouche
4	Bonnie	Terrell
5	Nick	Robinson
6	Brian	Lesley
7	Paul	Ashby
A1	James	Stephenson
A2		

Bruce Delater

ELECTRICAL BOARD

<u>PL #</u>	<u>First</u>	<u>Last</u>
1	Rod	Rutledge
2	Kenneth	Howell
3	Scott	Thompson
4	VACANT	
5	David	Bragg

Five-member board. Membership is limited to the trade profession
No term limit.

Jerrod Hancock

LIBRARY ADVISORY BOARD

<u>PL #</u>	<u>First</u>	<u>Last</u>
1	Jennie	Shafer
2	Jorge	Moreno
3		
4	Katy	Eichenberg
5	Katherine	Quinnell
6	Katherine	Horak Smith
7	Joe	Garcia

Kate Barton - resigned

Lisa LaTouche
Mike Jones

Seven-member board. At least five members of the board must be city residents.
Two members of the Twentieth Century Club shall be appointed by the Club to
serve on the board.
Board members are subject to a three-term limit.



Submission #162

[Print](#) [Resend e mails](#)

[Previous submission](#)

[Next submission](#)

Submission information

Form: [Application for Citizen Boards and Commissions](#)

Submitted by Visitor (not verified)

Tue, 07/30/2024 - 6:14pm

132.147.164.89

First Name

Bruce

Last Name

Delater

Home Address

[REDACTED]

City, State, Zip Code

Stephenville, TX 76401

Mailing Address

[REDACTED]

City, State, Zip Code

Stephenville, TX 76401

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

[REDACTED]

Employment Status

Retired

Employer

n/a

Please indicate what board you are applying for. (First Choice)

Planning and Zoning Commission

Please indicate what board you are applying for. (Second Choice)

Stephenville Type B Economic Development Authority Board of Directors

Please indicate what board you are applying for. (Third Choice)

Are you currently serving on a board or commission?

No - Not currently serving, have served in the past

Have you ever attended a Board or Council meeting?

Yes

Availability

Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

No

Do you or a family member own a business within the community?

No

Please indicate which category of the local economy that you represent.

General Public Defined as those persons having no economic interest other than a normal consumer

Reason for Applying

I have previously served on the Planning and Zoning Commission. I was actively involved with the process that created the Stephenville 2050 Plan. I have a strong interest in keeping Stephenville the livable community it is.

Educational Background

High school graduate in 1965. Have attended several junior colleges at various times in the past. I most recently receive a certificate of completion of the machining course at Ranger College.

Occupational Background

Truck driver for 25 years, entrepreneur starting several businesses. Was involved in industrial development as part of some of these businesses.

Relevant Experience

Planning and Zoning Commission for 5 years. Participated in all public input sessions for Stephenville 2050. Regularly attend city council meetings and occasionally speak before the council.

Community Involvement

Active in political party at the local level. Have been a delegate to five state conventions. Started a neighborhood watch in our subdivision. Regularly speak with city officials on various subjects.

Submit Application

Bruce V Delater

Date

Tue, 07/30/2024

[Previous submission](#)

[Next submission](#)

APPLY FOR WATER

ONLINE PAYMENTS

CALENDAR

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298 W Washington St
Stephenville, TX 76401
254-918-1220

a municode design

Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

[Home](#) > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > Application for Citizen Boards and Commissions

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]

Submitted by Visitor (not verified)

Mon, 07/01/2024 - 7:36pm

108.161.10.150

First Name

Jerrod

Last Name

Hancock

Home Address

[REDACTED]

City, State, Zip Code

76401

Mailing Address

[REDACTED]

City, State, Zip Code

76401

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

[REDACTED]

Employment Status

Employed Full-Time

Employer

Stephenville City Electric Inc.

Please indicate what board you are applying for. (First Choice)

-Electrical Board

Please indicate what board you are applying for. (Second Choice)

Please indicate what board you are applying for. (Third Choice)

Are you currently serving on a board or commission?

No - Not currently serving, have served in the past

Have you ever attended a Board or Council meeting?

No

Availability

Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

No

Please indicate which category of the local economy that you represent.

Industry - Corporations, partnerships, sole proprietorships or other legal entities formed for the purpose of making a profit and which produce or manufacture goods or services and which are not small businesses

Reason for Applying

I would like to serve my community with the knowledge I have in the electrical field.

Educational Background

Bachelor of Science, Tarleton State University, 2007

Texas Master Electrical License 2016 (current)

Occupational Background

Stephenville City Electric Inc. 2012-present

Tarleton State University (adjunct instructor) 2020-present

Relevant Experience

I have been in the electrical trade since 2001. I have worked for an electrical contractor and also in industrial maintenance. I previously served on the electrical board from 2021 to 2022.

Community Involvement

I am a den leader for Cub Scout Pack 18 here in Stephenville.

I also serve as an adjunct instructor for Tarleton's Construction Science program. I teach hands on labs focused on MEP.

Submit Application

Jerrold Hancock

Date

Mon, 07/01/2024

Source URL:<https://www.stephenvilletx.gov/node/791/submission/11443>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

Home > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > Application for Citizen Boards and Commissions

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]

Submitted by Visitor (not verified)

Wed, 06/12/2024 - 8:45am

24.245.79.221

First Name

Lisa

Last Name

LaTouche

Home Address

[REDACTED]

City, State, Zip Code

Stephenville

Mailing Address

[REDACTED]

City, State, Zip Code

Stephenville

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

[REDACTED]

Employment Status

Employed Full-Time

Employer

Tarleton State University

Please indicate what board you are applying for. (First Choice)

-Library Advisory Board

Please indicate what board you are applying for. (Second Choice)

Please indicate what board you are applying for. (Third Choice)

Are you currently serving on a board or commission?

Yes - Seeking Reappointment

Have you ever attended a Board or Council meeting?

Yes

Availability

Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

No

Please indicate which category of the local economy that you represent.

Education - Serving in higher education at high school level or beyond

Reason for Applying

I currently serve as the Chair of the Planning and Zoning Commission and I wish to continue that service. In addition to this, I would like to serve on the Library Advisory Board because I am currently the President of the Friends of the Stephenville Library and our representative on the the Library Advisory Board recently relocated out of town. As an educator, I am passionate about the role of the library in our community and wish to have a voice on this board.

Educational Background

I have a B.A. in English and a Masters in Teaching of English.

Occupational Background

I am a full-time English Instructor at Tarleton State University. In the Fall of 2024 I will also be the Coordinator of First Year Writing for the university.

Relevant Experience

I have served on the Planning and Zoning Commission for 9 years and have served as the Chair of that commission for the past 5 years. I have served as the President of the Friends of the Stephenville Public Library for the past 15 years. In this capacity I have raised thousands of dollars for the library and have organized numerous cultural events and volunteer opportunities.

Community Involvement

I have served on the Planning and Zoning Commission for 9 years and have served as the Chair of that commission for the past 5 years. I have served as the President of the Friends of the Stephenville Public Library for the past 15 years.

Submit Application

Lisa LaTouche

Date

Wed, 06/12/2024

Source URL: <https://www.stephenvilletx.gov/node/791/submission/11375>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

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Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]

Submitted by Visitor (not verified)

Thu, 05/02/2024 - 3:27pm

69.59.115.138

First Name

Michael

Last Name

Jones

Home Address

[REDACTED]

City, State, Zip Code

Stephenville, TX 76401

Mailing Address

[REDACTED]

City, State, Zip Code

Stephenville, TX 76401

Primary Phone Number

[REDACTED]

Alternate Phone Number

Email

[REDACTED]

Employment Status

Self Employed

Employer

IRC

Please indicate what board you are applying for. (First Choice)

-Library Advisory Board

Please indicate what board you are applying for. (Second Choice)

-Tourism and Visitors Bureau Advisory Board

Please indicate what board you are applying for. (Third Choice)

-Parks and Leisure Advisory Board

Are you currently serving on a board or commission?

No - New Applicant

Have you ever attended a Board or Council meeting?

Yes

Availability

- Daytime (8:00am - 5:00pm)
- Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

No

Do you or a family member own a business within the community?

No

Please indicate which category of the local economy that you represent.

Non-Profit - Corporation with no part of the income distributable to members, directors, or officers

Reason for Applying

After 6 years residing in Stephenville and the fact that my daughter is a professor at Tarleton, I would find the opportunity to better serve the Stephenville community

Educational Background

BSME General Motors Institute GMI, Flint Michigan
MBA University of Alabama, Birmingham Alabama

Occupational Background

40+ years as a consultant to numerous for profit and non profit small business and corporate interest.
Further expressed in depth at www.aloisiojonesconsultants.com
Chairman of Board Institute for Restorative Communities at www.irc.org

Relevant Experience

Number of advisory board positions in Laguna Beach, CA. - Virginia City, NV - Fort Worth, TX
20 year SCORE Counselor under the US Small Business Administration

Community Involvement

None to date in Stephenville.

Library, Planning, Tourism, Parks & Rec board positions in Laguna Beach, Virginia City, and Fort Worth

Submit Application

Michael David Jones

Date

Thu, 05/02/2024

Source URL: <https://www.stephenvilletx.gov/node/791/submission/11192>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>



COMMITTEE REPORT

REPORT TYPE: Finance Committee

MEETING: August 20, 2024

Present: David Baskett-Chair, Brandon Greenhaw, Dean Parr, Gerald Cook

Absent:

DEPARTMENT: Fire

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Staff recommends approval of an Interlocal agreement with the City of Midlothian for purchasing EMS supplies.

BACKGROUND:

The Finance Committee met on August 20th and considered an Interlocal agreement with the City of Midlothian for purchasing EMS supplies. Midlothian has let bids for specific EMS supplies and has awarded a multi-year contract. This contract has better discounts than we can receive through our cooperative purchasing contract.

FISCAL IMPACT SUMMARY:

N/A

RECOMMENDATION:

The Committee voted unanimously to recommend moving forward with the agreement to the City Council Meeting.

STATE OF TEXAS §
 § **AGREEMENT FOR EMS FIRE DEPT MEDICAL SUPPLIES**
 COUNTY OF ELLIS §

This Agreement for EMS Fire Dept. Medical Supplies (“Agreement”) is made by and between the City of Midlothian, Texas (“City”) and Bound Tree Medical, LLC (“Supplier”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit “A” and Exhibit “B” attached hereto and made a part herein by reference (the “Services”), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
 Term**

The Term of this Agreement shall commence upon Contractor’s receipt of the City’s Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

**Article II
 Contract Documents**

- 2.1. This Agreement consists of the following items:
 - (a) This Agreement;
 - (b) City’s Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP (“City’s Bid”) (attached as Exhibit “A”); and
 - (c) Supplier’s Response to City’s Bid (attached as Exhibit “B”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**Article III
Scope of Services**

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

**Article IV
Compensation**

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

**Article V
Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

**Article VI
Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

**Article VII
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

**Article VIII
Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

**Article IX
Termination**

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

**Article X
Indemnification**

10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND

PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
 Attn: Chris Dick
 City Manager
 104 West Avenue E
 Midlothian, Texas 76065
 Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
 Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
 1800 Ross Tower
 500 North Akard
 Dallas, Texas 75201
 Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
 Attn: Brian LaDuke, President, Emergency Preparedness
 5000 Tuttle Crossing Blvd
 Dublin, OH 43016
 Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

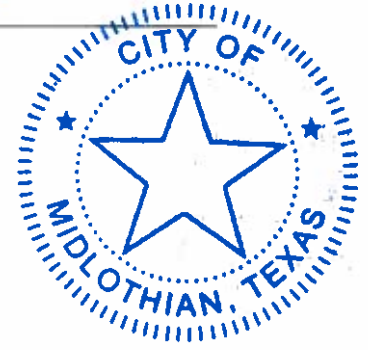
EXECUTED this 9th day of December, 2020

City of Midlothian, Texas

By: [Signature]
Chris Dick, City Manager

Approved as to form:

By: [Signature]
Joseph J. Gorfida, Jr., City Attorney



EXECUTED this 10th day of February, 2021.

Bound Tree Medical, LLC

By: [Signature]
Name: Shawn P. Saylor
Title: CFO

EXHIBIT "A"
City's Bid



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.
11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
- a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

- 26. **Collusion:** Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
- 27. **All pages of this document packet, taken together comprise the Bid.** Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.
- 28. **The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.**
 - 1.) Is your principle place of business in the State of Texas? YES ____ NO ____
 - 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
 - a.) In which state is your principle place of business located? _____
 - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES ____ NO ____
 - c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

- 29. **Award:** Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
- 30. **Preference:** Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
- 31. **Split Award:** The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
- 32. **No Prohibited Interest:** Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes _____ No _____

5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes _____ No _____

Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.



Purchasing Division

*Cheryl Allison*  
Purchasing Agent

**ADDENDUM #1, November 13, 2020**  
**BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ATTACHMENT**

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

**2. CLARIFICATION**

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
- C. Do you anticipate extending the bid due date? **Not at this time.**
- D. Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)? **No**
- E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." **Vendor requests for price adjustments**

- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**
- W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?  
**For Certi-Dose line 403 see below.**  
**Due to the nature of this product, orders must be made through:**  
**Concordance Healthcare Solutions Purchasing**  
**www.concordancehealthcare.com**  
**Item: 278950**  
**Call 800-473-2332 to set up an account if you are not a current Concordance customer.**  
**Cardinal Health Purchasing**  
**www.orderexpress.cardinalhealth.com**  
**Item: 5513643**  
**Call 800-926-3161 to set up an account if you are not a current Cardinal customer.**  
**Bound Tree Purchasing**  
**www.boundtree.com**  
**Item: 0001-05**  
**Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.**  
**McKesson Pharmaceutical**  
**www.connect.mckesson.com**  
**NDC # 71754-0001-05**  
**Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.**
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.  
**Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**Tel. No.** \_\_\_\_\_



Purchasing Division

Cheryl Allison  
Purchasing Agent

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:    AUTHORIZED REPRESENTATIVE**

|       |                 |
|-------|-----------------|
| _____ | Signature _____ |
| _____ | Name _____      |
| _____ | Title _____     |
| _____ | Tel. No. _____  |

**EXHIBIT "B"**  
**Contractor's Response to City's Bid**



# Bound Tree

**CITY OF MIDLOTHIAN**

**EMS MEDICAL SUPPLIES**

**BID NO. 2020-28**

**DUE - NOVEMBER 20, 2020 11:00AM**





Purchasing Division

Cheryl Allison  
Purchasing Agent

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

**2. REMINDER AS STATED IN RFP**

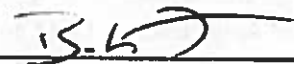
A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature   
Name Brian LaDuke  
Title President, Emergency Preparedness  
Tel. No. 800.533.0523

- will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.
- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. For this RFP, P2 is the only required signature page.
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? Electronic/Scanned Signature is fine.
- N. Need manufacturer item numbers for the items below marked as No Substitutions  
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
The only information we have been given is  
64594050 AeroEclipse Face Mask 58-65750 ea.
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No Substitutions was a typo. It says to the side or equivalent on the main line.
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. This can be substituted with the 6in.



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2020-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us](http://www.midlothian.tx.us)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20  
11-05-20

## TERMS AND CONDITIONS

1. The City of Midlothian will accept sealed bids Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. Bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.
7. QUOTE F.O.B. destination. Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.**

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)**

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. **Bid Closing & Bid Preparation:** Sealed bids received after the bid opening date and time will not be considered. It will be the **SOLE RESPONSIBILITY** of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. **Item Bid:** Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be **NEW** unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. **Samples:** Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. **Alternates:** Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. **Exception/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. **Pharmaceutical Requirements:**
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. **Ambiguity in Bids:** Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. **Changes of Additions:** No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. **Funding:** Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES \_\_\_ NO x
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? Ohio
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_ NO x
- c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on



## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: ( 817 ) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: ( 614 ) 221-3132

Email: \_\_\_\_\_

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: ( 504 ) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals

**FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES**  
(To be completed only if applicable)

\*Not Applicable

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:**

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**INDICATE ALL THAT APPLY**

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman Owned Business Enterprise



Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | Bound Tree Medical Item # | Manufacturer                                                                                             | Part Number                                                                                            | Quantity | Quoted Price | Selling Unit |
|--------|---------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------|--------------|--------------|
| 42     | 2021-18132                | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | 1        | \$ 2.12      | 1/EA         |
| 43     | 2021-18134                | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | 1        | \$ 2.12      | 1/EA         |
| 44     | 2021-18136                | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | 1        | \$ 2.12      | 1/EA         |
| 45     | 301-202EA                 | Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | 1        | \$ 0.80      | 1/EA         |
| 46     | 301-LED-0205              | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent                                 | Mac 2 1/EA 20EA/BX 3BX/CS                                                                              | 1        | \$ 6.98      | 1/EA         |
| 47     | 301-LED-0305              | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent                                 | Mac 3 1/EA 20EA/BX 3BX/CS                                                                              | 1        | \$ 6.98      | 1/EA         |
| 48     | 301-LED-0405              | CurView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent                                 | Mac 4 1/EA 20EA/BX 3BX/CS                                                                              | 1        | \$ 6.98      | 1/EA         |
| 49     | 301-LED-0005              | Miller 0 or equivalent                                                                                   | Miller 0 1/EA 20EA/BX 3BX/CS                                                                           | 1        | \$ 6.98      | 1/EA         |
| 50     | 301-LED-1015              | Miller 1 or equivalent                                                                                   | Miller 1 1/EA 20EA/BX 3BX/CS                                                                           | 1        | \$ 6.98      | 1/EA         |
| 51     | 301-LED-1025              | Miller 2 or equivalent                                                                                   | Miller 2 1/EA 20EA/BX 3BX/CS                                                                           | 1        | \$ 6.98      | 1/EA         |
| 52     | 301-LED-1035              | Miller 3 or equivalent                                                                                   | Miller 3 1/EA 20EA/BX 3BX/CS                                                                           | 1        | \$ 6.98      | 1/EA         |
| 53     | 2010-35040                | Disposable Guedel Oral Airway, 40mm (Pink)                                                               | Curaplex&reg; Guedel Airway, 40mm, Pink                                                                | 1        | \$ 0.21      | 1/EA         |
| 54     | 2010-35050                | Disposable Guedel Oral Airway, 50mm (Blue)                                                               | Curaplex&reg; Guedel Airway, 50mm, Blue                                                                | 1        | \$ 0.21      | 1/EA         |
| 55     | 2010-35060                | Disposable Guedel Oral Airway, 60mm (Black)                                                              | Curaplex&reg; Guedel Airway, 60mm, Black                                                               | 1        | \$ 0.21      | 1/EA         |
| 56     | 2010-35070                | Disposable Guedel Oral Airway, 70mm (White)                                                              | Curaplex&reg; Guedel Airway, 70mm, White                                                               | 1        | \$ 0.21      | 1/EA         |
| 57     | 2010-35080                | Disposable Guedel Oral Airway, 80mm (Green)                                                              | Curaplex&reg; Guedel Airway, 80mm, Green                                                               | 1        | \$ 0.21      | 1/EA         |
| 58     | 2010-35090                | Disposable Guedel Oral Airway, 90mm (Yellow)                                                             | Curaplex&reg; Guedel Airway, 90mm, Yellow                                                              | 1        | \$ 0.21      | 1/EA         |
| 59     | 2010-35100                | Disposable Guedel Oral Airway, 100mm (Red)                                                               | Curaplex&reg; Guedel Airway, 100mm, Red                                                                | 1        | \$ 0.21      | 1/EA         |
| 60     | 2130-42560                | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SSA Tubes 6.5mm ID to 42mm OD                     | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SSA Tubes 6.5mm ID to 42mm OD                   | 1        | \$ 3.60      | 1/EA         |
| 61     | 020400                    | Endotracheal Tube Holder, Thomas Select, Pediatric                                                       | Thomas Endotracheal Tube Holder, Pediatric, Pink                                                       | 1        | \$ 2.75      | 1/EA         |
| 62     | 2120-17010                | ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP                                                  | ET Tube Disp Introducer, Blue Coude Tip, 10 French x 70cm, Pediatric                                   | 1        | \$ 4.22      | 1/EA         |
| 63     | 9-01212-70                | ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM                                                               | ET Tube Disp Introducer, Blue Coude Tip, 15 French x 70cm, Adult                                       | 1        | \$ 4.22      | 1/EA         |
| 64     | 020631                    | FLOWMETER OXYGEN WITH OHMEDA OC ADAPTER 0-15 LPM                                                         | Oxygen Flowmeter, Aluminium, 0-15 LPM, w/Ohmeda Quick Connect                                          | 1        | \$ 33.76     | 1/EA         |
| 65     | 313-4602EA                | GO-PAP with BITrac ED - Adult-Medium                                                                     | GO-PAP with BITrac ED - Adult MED                                                                      | 1        | \$ 39.50     | 1/EA         |

Item List for City of Midlothian  
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| Item # | City of Midlothian Item Description                                                                          | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                  | Manufacturer                           | Part #                         | Quoted Price | Selling UOM |
|--------|--------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------|--------------|-------------|
| 90     | UEScope 2 Blade Size D2                                                                                      | 2146-03020                | Single Use Blade Size D2 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.                | 010-3020                       | \$ 40.65     | 1/EA        |
| 91     | UEScope 2 Blade Size D3                                                                                      | 2146-03030                | Single Use Blade Size D3 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.                | 010-3030                       | \$ 40.65     | 1/EA        |
| 92     | UEScope 2 Blade Size D4                                                                                      | 2146-03040                | Single Use Blade Size D4 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.                | 010-3040                       | \$ 40.65     | 1/EA        |
| 93     | UEScope 2 VI460 Kit                                                                                          | 2146-01200                | UEScope 2 VI460 Starter Kit                                                                          | UE MEDICAL DEVICES INC.                | 460-1200                       | \$ 1,600.00  | 1/EA        |
| 94     | ViaOne Small Volume Nebulizer or equivalent                                                                  | A911203                   | ViaOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing                      | WESTMED, INC.                          | 0210                           | \$ 0.95      | 1/EA        |
| 95     | ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                          | 1212-12111                | Curaplex Abdominal Combine Dressing, Sterile, Bin x 10in                                             | CURAPLEX BY BOUND TREE                 | 1212-12111                     | \$ 3.40      | 20/BX       |
| 96     | BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs | 150030                    | Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards                          | CARDINAL HEALTH CURAPLEX BY BOUND TREE | 6720                           | \$ 0.75      | 1/EA        |
| 97     | Board splint, padded, 3x18 in. long, orange vinyl cover                                                      | 16353                     | Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile                                             | CURAPLEX BY BOUND TREE                 | STORM-62M00150                 | \$ 0.78      | 1/EA        |
| 98     | Board splint, padded, 3x36in long, orange vinyl cover                                                        | 660012                    | Spilint, Padded Board, 3inch x 15inch, Orange Vinyl Cover                                            | DMS                                    | 60015                          | \$ 2.45      | 1/EA        |
| 99     | Board splint, padded, 3x54in long, orange vinyl cover                                                        | 660013                    | Spilint, Padded Board, 3inch x 36inch, Orange Vinyl Cover                                            | DMS                                    | 60036M                         | \$ 4.15      | 1/EA        |
| 100    | Board splint, padded, 3x54in long, orange vinyl cover                                                        | 660014                    | Spilint, Padded Board, 3inch x 54inch, Orange Vinyl Cover                                            | DMS                                    | 60054M                         | \$ 5.55      | 1/EA        |
| 101    | Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System           | 1880-13022                | Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black | NORTH AMERICAN RESCUE PRODUCTS         | 30-0001                        | \$ 24.70     | 1/EA        |
| 102    | Cohesive Elastic Bandage 2in. (Blue)                                                                         | 1121-36571                | Curaplex Cohesive Elastic Bandage, 2in, Blue                                                         | CURAPLEX BY BOUND TREE                 | 1121-36571                     | \$ 16.55     | 36/BX       |
| 103    | Cohesive Elastic Bandage 3in. (Blue)                                                                         | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | CURAPLEX BY BOUND TREE                 | 1121-36572                     | \$ 15.90     | 24/BX       |
| 104    | Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent                              | 1121-36559                | Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12in/box 8by/cs                         | CURAPLEX BY BOUND TREE                 | 1121-36559                     | \$ 0.80      | 12/BG       |
| 105    | CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                              | 64750                     | Curaplex Sharps Solo                                                                                 | CURAPLEX BY BOUND TREE                 | BT-64250                       | \$ 1.25      | 1/EA        |
| 106    | Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent                                               | 1330-86100                | Curaplex Sterile Alcohol Prep Pads, Large                                                            | CURAPLEX BY BOUND TREE                 | 1330-86100                     | \$ 1.60      | 100/BX      |
| 107    | Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent                                              | 1330-85300                | Curaplex Sterile Alcohol Prep Pad, Medium                                                            | CURAPLEX BY BOUND TREE                 | 1330-85300                     | \$ 1.52      | 200/BX      |
| 108    | Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent            | 16685                     | Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet     | CURAPLEX BY BOUND TREE                 | 88 STRAP BLUE (IND) DO NOT CUT | \$ 2.35      | 1/EA        |
| 109    | Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent                       | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | CURAPLEX BY BOUND TREE                 | 1121-36572                     | \$ 16.45     | 24/BX       |
| 110    | Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent                                    | 17100MS                   | Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue                                                 | CURAPLEX BY BOUND TREE                 | 17100MS                        | \$ 3.50      | 1/EA        |
| 111    | Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100y/cs                                              | 1121-36645                | Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd                                            | CURAPLEX BY BOUND TREE                 | 1121-36645                     | \$ 0.60      | 1/RL        |
| 112    | Curaplex Head Immobilizer, Adult, Incl Head and Chin Straps, 20ea/cs                                         | 3141-91010                | Curaplex Instant Head Immobilizer, Adult                                                             | CURAPLEX BY BOUND TREE                 | BT-91010                       | \$ 3.12      | 1/EA        |
| 113    | Curaplex Hot Pack - Small - 5in x 5in or equivalent                                                          | 1432-56000                | Curaplex Hot Pack, Small                                                                             | CURAPLEX BY BOUND TREE                 | H5050                          | \$ 0.22      | 1/EA        |
| 114    | Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                             | 8600-STB001B              | Curaplex Stop the Bleed/Bleed-Free, Basic Kit                                                        | CURAPLEX BY BOUND TREE                 | 8600-STB001B                   | \$ 39.50     | 1/EA        |

Item List for City of Midlothian  
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| Quantity | Item Description                                                                                                                   | Bound Tree Medical Item # | Manufacturer                | Part Number   | Quoted Price | Selling UOM |
|----------|------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------|---------------|--------------|-------------|
| 140      | Bandaging/Sp<br>Paramedic Shears, Yellow, 5.5 In                                                                                   | 68008                     | CURAPLEX BY BOUND TREE      | 182-YELLOW    | \$ 0.75      | 1/PR        |
| 141      | Bandaging/Sp<br>Pediatric/Infant Immobilization Board                                                                              | 36111                     | CURAPLEX BY BOUND TREE      | STORM-PIBS    | \$ 85.00     | 1/EA        |
| 142      | Bandaging/Sp<br>Perfit Ace Entrication Collar Adult                                                                                | 260281                    | AMBU                        | 000281000     | \$ 3.20      | 1/EA        |
| 143      | Bandaging/Sp<br>Perfit Ace Entrication Collar Pediatric                                                                            | 260280                    | AMBU                        | 000281106     | \$ 3.20      | 1/EA        |
| 144      | Bandaging/Sp<br>QuickClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin                                    | 1214-00572                | Z-MEDICA LLC                | 572           | \$ 18.55     | 1/EA        |
| 145      | Bandaging/Sp<br>SAM Pelvic Sling II                                                                                                | 665566                    | SAM MEDICAL H & H MEDICAL   | PS301-OB-EN   | \$ 62.55     | 1/EA        |
| 146      | Bandaging/Sp<br>SWAT-TOURNIQUET, TACTICAL BLACK                                                                                    | G1092                     | CORPORATION                 | SWAT-T BLK-CA | \$ 8.55      | 1/EA        |
| 147      | Bandaging/Sp<br>TAPE ADHESIVE CLOTH 1 IN X 10 YARDS                                                                                | 1110-14007                | CURAPLEX BY BOUND TREE      | 1841-14007    | \$ 7.90      | 12/BX       |
| 148      | Bandaging/Sp<br>TAPE ADHESIVE CLOTH 3 IN X 10 YARDS                                                                                | 1110-14009                | CURAPLEX BY BOUND TREE      | 1841-14009    | \$ 7.90      | 4/BX        |
| 149      | Bandaging/Sp<br>VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT                                      | MT90001                   | CURAPLEX BY BOUND TREE      | MT90001       | \$ 857.50    | 1/EA        |
| 150      | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Large Extremity                                                                      | 560103                    | HARTWELL MEDICAL LLC        | EY 103        | \$ 140.50    | 1/EA        |
| 151      | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Medium Extremity                                                                     | 560102                    | HARTWELL MEDICAL LLC        | EY 102        | \$ 99.90     | 1/EA        |
| 152      | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Small Extremity                                                                      | 560101                    | HARTWELL MEDICAL LLC        | EY 101        | \$ 75.00     | 1/EA        |
| 153      | Control/Clean<br>Biohazard Bag Red 7-10 Gal 23 X 23 1.2Mil 500/CS                                                                  | 290116                    | MEDEGEN MEDICAL PRODUCTS    | F116          | \$ 0.09      | 1/EA        |
| 154      | Control/Clean<br>Cleaning agent that will kill COVID 19 (Spray bottle)                                                             | 1061-82830                | ESSENDANT                   | 30828         | \$ 6.90      | 1/EA        |
| 155      | Control/Clean<br>Cleaning agent that will kill COVID 19 (wipes canister)                                                           | 1061-100                  | METREX RESEARCH CORPORATION | 13-1100       | \$ 9.25      | 160/TB      |
| 156      | Control/Clean<br>Clorox Healthcare Hydrogen Peroxide Wipes Tub 95                                                                  | 1061-82403                | ESSENDANT                   | CLO30824      | \$ 47.77     | 6/CS        |
| 157      | Control/Clean<br>Clorox Healthcare Hydrogen Peroxide Green Label Disinfectant Cleaner Spray Bottle, 32oz                           | 1061-82830                | ESSENDANT                   | 30828         | \$ 7.55      | 1/EA        |
| 158      | Control/Clean<br>COMT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                                   | 64250                     | CURAPLEX BY BOUND TREE      | 8T-64250      | \$ 1.79      | 1/EA        |
| 159      | Control/Clean<br>Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipes, BioBag or equivalent | 670202-KIT                | CURAPLEX BY BOUND TREE      | 670202-KIT    | \$ 9.55      | 1/EA        |
| 160      | Control/Clean<br>GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810                                                              | R3127                     | SAFETEC                     | 34810         | \$ 8.15      | 1/EA        |

Item 12.



Item List for City of Midlothian  
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| Item # | Quantity | Description                                                                                                     | Bound Tree Medical Item # | Manufacturer               | Quoted Price | Unit   |
|--------|----------|-----------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|--------------|--------|
| 178    | 1        | Infection Control/Clean<br>Microdot Bleach Wipes                                                                | CS600-12                  | Cambridge Sensors USA, LLC | \$ 10.22     | 160/TB |
| 179    | 1        | Infection Control/Clean<br>Multi-Purpose Collection Bag with Hook                                               | 1071-17367                | CURAPLEX BY BOUND TREE     | \$ 8.75      | 12/PK  |
| 180    | 1        | Infection Control/Clean<br>Particulate Respirator, N95 Mask, Large Size                                         | 1513                      | MOLDEX-METRIC, INC.        | \$ 21.99     | 20/BX  |
| 181    | 1        | Infection Control/Clean<br>Particulate Respirator, N95 Mask, Technol. Regular Size 35/bx 6bx/cs                 | 8618                      | O&M Hayward, Inc           | \$ 0.74      | 1/EA   |
| 182    | 1        | Infection Control/Clean<br>Particulate Respirator, N95 Mask, XL Size                                            | 1031-46827                | O&M Hayward, Inc           | \$ 109.99    | 35/BX  |
| 183    | 1        | Infection Control/Clean<br>Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx | 1063-20763                | FireWipes                  | \$ 10.10     | 12/BX  |
| 184    | 1        | Infection Control/Clean<br>SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent         | 660274                    | MED PLUS SERVICES USA      | \$ 1.95      | 1/PR   |
| 185    | 1        | Infection Control/Clean<br>SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                           | 400012                    | DYNAREX CORPORATION        | \$ 0.45      | 1/EA   |
| 186    | 1        | Infection Control/Clean<br>SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X 10.75 IN 20/CS               | 1860-08708                | CURAPLEX BY BOUND TREE     | \$ 3.37      | 1/EA   |
| 187    | 1        | Infection Control/Clean<br>SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS         | 1860-08706                | CURAPLEX BY BOUND TREE     | \$ 3.35      | 1/EA   |
| 188    | 1        | Infection Control/Clean<br>SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN     | 1860-08702                | CURAPLEX BY BOUND TREE     | \$ 1.15      | 1/EA   |
| 189    | 1        | Infection Control/Clean<br>SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)                       | 295502                    | SAFETY TODAY               | \$ 1.47      | 1/PR   |
| 190    | 1        | Infection Control/Clean<br>SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING                                     | 1033-15311                | STEARNS WEAR               | \$ 3.10      | 1/EA   |
| 191    | 1        | IV Supplies and Needles<br>Curaplex Dart w/vial adapter kit                                                     | 670212-KIT                | CURAPLEX BY BOUND TREE     | \$ 7.55      | 1/EA   |
| 192    | 1        | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 16 GA x 1/4 IN 50/BX                                       | 353062                    | SMITHS MEDICAL ASD, INC.   | \$ 1.54      | 1/EA   |
| 193    | 1        | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                    | 353065                    | SMITHS MEDICAL ASD, INC.   | \$ 1.54      | 1/EA   |
| 194    | 1        | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                    | 353067                    | SMITHS MEDICAL ASD, INC.   | \$ 1.54      | 1/EA   |

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| Line # | City of Midlothian Item Description                                                                          | Bound Tree Medical Item # | Bound Tree Medical Item # | Bound Tree Medical Item # | Vendor/Manufacturer      | Vendor/Manufacturer | Quoted Price | Selling Unit |
|--------|--------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------|---------------------------|--------------------------|---------------------|--------------|--------------|
| 212    | IV Supplies and Needles<br>Lancets, Unistitik 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple           | 2764-70728                |                           |                           | CURAPLEX BY BOUND TREE   | SU28G-2764-70728    | \$ 6.25      | 100/BX       |
| 213    | IV Supplies and Needles<br>Lancets, Unistitik 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow            | 675-ATT1002               |                           |                           | OWEN MUMFORD INC         | AT 1002             | \$ 17.25     | 100/BX       |
| 214    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism        | 1641-76618                |                           |                           | BECTON DICKINSON         | 305766              | \$ 22.35     | 100/BX       |
| 215    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism          | 62305916                  |                           |                           | Becton Dickinson         | 305916              | \$ 0.40      | 1/EA         |
| 216    | IV Supplies and Needles<br>Syringe and Needle, 10cc, 21 ga x 1 1/2 inch                                      | 11297                     |                           |                           | EXEL INTERNATIONAL, INC. | 26107               | \$ 0.09      | 1/EA         |
| 217    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch                        | 11278                     |                           |                           | EXEL INTERNATIONAL, INC. | 26044               | \$ 0.10      | 1/EA         |
| 218    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch                        | 30-260408X                |                           |                           | EXEL INTERNATIONAL, INC. | 26040               | \$ 10.40     | 100/BX       |
| 219    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle     | 625779                    |                           |                           | BECTON DICKINSON         | 305779              | \$ 0.26      | 1/EA         |
| 220    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 3cc LL w/Eclipse 22 ga x 1 in Detachable Needle     | C012350                   |                           |                           | BECTON DICKINSON         | 305900              | \$ 15.90     | 50/BX        |
| 221    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 30CC                                                       | 1633-30430                |                           |                           | B. BRAUN MEDICAL, INC    | 4617304F-02         | \$ 0.44      | 1/EA         |
| 222    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 60CC                                                       | 620300                    |                           |                           | EXEL INTERNATIONAL, INC. | 26300               | \$ 16.12     | 25/BX        |
| 223    | IV Supplies and Needles<br>Syringe, Luer Lock, 30-35cc                                                       | 1633-29030                |                           |                           | EXEL INTERNATIONAL, INC. | 26290               | \$ 0.42      | 1/EA         |
| 224    | IV Supplies and Needles<br>Tourniquet (non latex) individual rolled                                          | 1841-14000                |                           |                           | CURAPLEX BY BOUND TREE   | 1841-14000          | \$ 19.98     | 250/BG       |
| 225    | IV Supplies and Needles<br>VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK                                      | 353367                    |                           |                           | BECTON DICKINSON         | 303367              | \$ 0.35      | 1/EA         |
| 226    | Lucas Supplies<br>4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15 | 2743-02011                |                           |                           | STRYKER                  | 11111-000020        | \$ 345.70    | 1/EA         |
| 227    | Lucas Supplies<br>6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15                             | 2743-02211                |                           |                           | STRYKER                  | 11111-000022        | \$ 131.25    | 1/EA         |
| 228    | Lucas Supplies<br>ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent           | 2745-10108                |                           |                           | CURAPLEX BY BOUND TREE   | LP12                | \$ 1.40      | 1/RL         |



Item List for City of Midlothian  
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| Item # | City of Midlothian Description | Bound Tree Medical Item # | Bound Tree Medical Description                                                                      | Vendor Name            | Vendor Item # | Quoted Price | Selling Unit |
|--------|--------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------|------------------------|---------------|--------------|--------------|
| 246    | LP-15 and Lucas Supplies       | 4510-04676                | LUCAS Lucas 2 Suction Cups, Disposable, 3/pack                                                      | STRYKER                | 11576-000046  | \$ 125.90    | 3/PK         |
| 247    | LP-15 and Lucas Supplies       | 2743-02406                | Masimo SET Rainbow Compatible Cable, 4 ft                                                           | MASIMO                 | 2406          | \$ 94.35     | 1/EA         |
| 248    | LP-15 and Lucas Supplies       | 2712-04971                | Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable      | STRYKER                | 11171-000049  | \$ 557.75    | 1/EA         |
| 249    | LP-15 and Lucas Supplies       | 2743-02069                | Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable | MASIMO                 | 2069          | \$ 779.00    | 1/EA         |
| 250    | LP-15 and Lucas Supplies       | 2750-57711                | Mobile Battery Charger (Physio) Includes AC and DC power cords                                      | STRYKER                | 11577-000011  | \$ 1,889.47  | 1/EA         |
| 251    | LP-15 and Lucas Supplies       | 16384                     | Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent                                 | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PK         |
| 252    | LP-15 and Lucas Supplies       | 16384                     | Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent                            | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PK         |
| 253    | LP-15 and Lucas Supplies       | 2615-63501                | NIBP Cuff-Reusable, Adult                                                                           | SPACELABS HEALTHCARE   | US2635HP-05   | \$ 13.28     | 1/EA         |
| 254    | LP-15 and Lucas Supplies       | 2615-32003                | NIBP Cuff-Reusable, Child                                                                           | SPACELABS HEALTHCARE   | US1320HP-05   | \$ 8.95      | 1/EA         |
| 255    | LP-15 and Lucas Supplies       | 2615-81409                | NIBP Cuff-Reusable, Infant                                                                          | SPACELABS HEALTHCARE   | US0814HP-05   | \$ 7.95      | 1/EA         |
| 256    | LP-15 and Lucas Supplies       | 2615-24212                | NIBP Cuff-Reusable, Large Adult                                                                     | SPACELABS HEALTHCARE   | US3242HP-05   | \$ 14.95     | 1/EA         |
| 257    | LP-15 and Lucas Supplies       | 2615-82619                | NIBP Cuff-Reusable, Small Adult                                                                     | SPACELABS HEALTHCARE   | US1826HP-05   | \$ 10.35     | 1/EA         |
| 258    | LP-15 and Lucas Supplies       | 2613-28148                | NIBP Tubing Coiled (Physio)                                                                         | STRYKER                | 21300-008148  | \$ 82.25     | 1/EA         |
| 259    | LP-15 and Lucas Supplies       | 2746-11541                | REDI-CHARGE Base                                                                                    | STRYKER                | 11141-000115  | \$ 1,388.90  | 1/EA         |
| 260    | LP-15 and Lucas Supplies       | 2712-04126                | SENSOR, MASIMO LUNCS ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG                  | MASIMO                 | 1859          | \$ 12.92     | 1/EA         |
| 261    | LP-15 and Lucas Supplies       | 2712-03911                | Sensors, Masimo SET M-LUNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable     | STRYKER                | 11171-000039  | \$ 13.90     | 1/EA         |
| 262    | LP-15 and Lucas Supplies       | 2712-41171                | Sensors, Masimo SET M-LUNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable        | STRYKER                | 11171-000041  | \$ 18.18     | 1/EA         |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Line # | City of Midlothian Item Description                                                        | Bound Tree Medical Item # | Bound Tree Medical Item # | Quantity | Unit of Measure | Manufacturer                           | Vendor Item #  | Quoted Price | Series / UOM |
|--------|--------------------------------------------------------------------------------------------|---------------------------|---------------------------|----------|-----------------|----------------------------------------|----------------|--------------|--------------|
| 283    | MEDICATIONS<br>CALCIUM CHLORIDE 1GM 10ML LUERJET                                           | 373304                    |                           |          |                 | IMS LIMITED                            | 7632933041     | \$ 110.15    | 10/BX        |
| 284    | MEDICATIONS<br>Calcium Chloride 1gm, 10ml Luer Jet 10108                                   | 373304                    |                           |          |                 | IMS LIMITED<br>CERTA DOSE              | 7632933041     | \$ 111.42    | 10/BX        |
| 285    | MEDICATIONS<br>Certa Dose Epinephrine Convenience Kit                                      | 00001-05                  |                           |          |                 | SPECIALTY PHARM<br>SVC                 | CD-EPI-005     | \$ 96.75     | 1/EA         |
| 286    | MEDICATIONS<br>DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C                                 | 377515                    |                           |          |                 | PFIZER INC.<br>(HOSPIRA)               | 0409751716     | \$ 108.70    | 10/BX        |
| 287    | MEDICATIONS<br>DEXTROSE 50% 25GM, 50ML LUER JET 1013B                                      | 373301                    |                           |          |                 | IMS LIMITED                            | 7632933011     | \$ 157.70    | 10/PK        |
| 288    | MEDICATIONS<br>Dextrose D10 250cc                                                          | 7520-20                   |                           |          |                 | B. BRAUN MEDICAL,<br>INC<br>Hikma      | LS202          | \$ 2.72      | 1/EA         |
| 289    | MEDICATIONS<br>Dihiazem, 25mg, 5ml Vial *Refrigerate*                                      | 6013-10                   |                           |          |                 | Pharmaceuticals USA<br>INC             | 0641601310     | \$ 35.15     | 10/BX        |
| 290    | MEDICATIONS<br>DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL                             | 1000200                   |                           |          |                 | HF Acquisition CO, LL<br>(HealthFirst) | 1000200        | \$ 4.35      | 1/EA         |
| 291    | MEDICATIONS<br>Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A                       | 374921                    |                           |          |                 | PFIZER INC.<br>(HOSPIRA)               | 0409492134     | \$ 61.15     | 10/BX        |
| 292    | MEDICATIONS<br>Epinephrine 1:10000, 1mg, 10ml                                              | 374921                    |                           |          |                 | PFIZER INC.<br>(HOSPIRA)               | 0409492134     | \$ 61.15     | 10/BX        |
| 293    | MEDICATIONS<br>Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B                               | 373316                    |                           |          |                 | IMS LIMITED<br>CARDINAL HEALTH         | 7632933161     | \$ 95.75     | 10/PK        |
| 294    | MEDICATIONS<br>Epinephrine 1:1000                                                          | 0159-25EA                 |                           |          |                 | RX<br>PFIZER INC.<br>(HOSPIRA)         | 995914         | \$ 465.75    | 25/PK        |
| 295    | MEDICATIONS<br>Fentanyl 100mcg/1ml vial                                                    | 379094                    |                           |          |                 | PFIZER INC.<br>(HOSPIRA)               | 0409909422     | \$ 32.80     | 25/BX        |
| 296    | MEDICATIONS<br>Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                           | 0593-03                   |                           |          |                 | OTHER<br>MANUFACTURER                  | 63323-0593-03  | \$ 147.50    | 1/EA         |
| 297    | MEDICATIONS<br>Glucagon, 1mg Lilly Red Kit                                                 | 000002145001              |                           |          |                 | CARDINAL HEALTH-<br>PHARMA             | 2858090        | \$ 349.50    | 1/EA         |
| 298    | MEDICATIONS<br>Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)                      | 662248                    |                           |          |                 | LIFE NUTRITION LLC                     | 6379           | \$ 3.55      | 3/PK         |
| 299    | MEDICATIONS<br>Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)                           | LN7637                    |                           |          |                 | LIFE NUTRITION LLC<br>OTHER            | 7637           | \$ 3.55      | 3/PK         |
| 300    | MEDICATIONS<br>HALOPERIDOL 5MG 1ML VIAL                                                    | 373474                    |                           |          |                 | MANUFACTURER                           | 437401 (25/PK) | \$ 187.70    | 25/PK        |
| 301    | MEDICATIONS<br>Heparin 5000u/1ml vial                                                      | AB2723-01C                |                           |          |                 | PFIZER INC.<br>(HOSPIRA)               | 0409-2723-01   | \$ 34.90     | 25/BX        |
| 302    | MEDICATIONS<br>Heparin pre-mixed 250 or 500cc bag                                          | 7620-03                   |                           |          |                 | PFIZER INC.<br>(HOSPIRA)               | 0409762003     | \$ 74.75     | 18/CS        |
| 303    | MEDICATIONS<br>IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML<br>INDIVIDUALLY WRAPPED              | 379801                    |                           |          |                 | NEPHRON<br>PHARMACEUTICALS<br>CORP     | 9601-01        | \$ 5.90      | 30/BX        |
| 304    | MEDICATIONS<br>IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc<br>Syringe, Sterile | 600-10                    |                           |          |                 | AQUABIITI<br>BAXTER HEALTHCARE         | 210806         | \$ 0.33      | 1/EA         |
| 305    | MEDICATIONS<br>IV Solution, Dextrose 10% 250ml Bag 36cm/cs Baxter                          | 1921-16217                |                           |          |                 | DMG                                    | 280162D        | \$ 5.52      | 1/EA         |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description | Bound Tree Medical Item # | Manufacturer                                                                                             | Quantity                                                                    | Unit Price | Quoted Price | Shipping / JOM |
|--------|-------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------|--------------|----------------|
| 330    | Medications                         | 376625                    | SODIUM BICARBONATE 8.4%                                                                                  | Sodium Bicarbonate, 8.4%, 50ml Vial                                         |            | \$ 280.00    | 25/BOX         |
| 331    | Medications                         | 371035                    | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B                                                              | Sodium Bicarbonate, 8.4%, 50ml Luer Jet Prefilled Syringe                   |            | \$ 147.12    | 10/PK          |
| 332    | Medications                         | 376637                    | SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A                                                         | Sodium Bicarbonate, 8.4 %, 50ml Lifeshield Prefilled Syringe                |            | \$ 115.90    | 10/BOX         |
| 333    | Medications                         | 0409-0047-22              | Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent                                                         | SOLU-MEDROL 2 Act-O-Vial System, 125 Mg, 2ml                                |            | \$ 242.35    | 25/BOX         |
| 334    | Medications                         | 9746-10EA                 | Terbutaline 1mg, 1ml Vial                                                                                | Terbutaline, 1mg, 1ml Vial 10ea/Box                                         |            | \$ 47.55     | 10/BOX         |
| 335    | Medications                         | 0166-41                   | Tranexamic Acid 100mg/ml, 10ml vial                                                                      | Tranexamic Acid 100mg/ml, 10ml vial                                         |            | \$ 117.50    | 10/BOX         |
| 336    | Medications                         | 0931-44                   | Vacuronium 10mg/10ml vial                                                                                | Vacuronium, 10mg, 10ml Vial, Powder                                         |            | \$ 91.15     | 10/BOX         |
| 337    | SUCTION                             | 533-MS-YK20EA             | Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent | Yankauer Suction Handle with Bulb Tip and Control Vent, 6ft Tube            |            | \$ 1.04      | 1/EA           |
| 338    | SUCTION                             | 2212-11200                | Curaplex Disposable Suction Canister, 1200cc or equivalent                                               | Curaplex Disposable Hydrophobic Suction Canister, 1200cc                    |            | \$ 2.48      | 1/EA           |
| 339    | SUCTION                             | 2743-80422                | Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK                                                      | Coaxial Vacuum Connector 33cm 12/PK                                         |            | \$ 11.65     | 12/PK          |
| 340    | SUCTION                             | L780020                   | LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL                                            | Suction Unit w/Bemis Canister, Cards, Tubing, Battery                       |            | \$ 887.85    | 1/EA           |
| 341    | SUCTION                             | 2212-11200                | Medi-Vac Guardian Disposable Hard Suction Canister 1200ml                                                | Curaplex Disposable Hydrophobic Suction Canister, 1200cc                    |            | \$ 2.48      | 1/EA           |
| 342    | SUCTION                             | 36090                     | Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                  | Curaplex Suction Catheter, 6F                                               |            | \$ 0.12      | 1/EA           |
| 343    | SUCTION                             | 36091                     | Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                  | Curaplex Suction Catheter, 8F                                               |            | \$ 0.12      | 1/EA           |
| 344    | SUCTION                             | 36092                     | Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | Curaplex Suction Catheter, 10F                                              |            | \$ 0.12      | 1/EA           |
| 345    | SUCTION                             | 36093                     | Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | Curaplex Suction Catheter, 12F                                              |            | \$ 0.12      | 1/EA           |
| 346    | SUCTION                             | 36094                     | Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | Curaplex Suction Catheter, 14F                                              |            | \$ 0.12      | 1/EA           |
| 347    | SUCTION                             | 36095                     | Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF                | Curaplex Suction Catheter, 16F                                              |            | \$ 0.12      | 1/EA           |
| 348    | SUCTION                             | 36096                     | Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | Curaplex Suction Catheter, 18F                                              |            | \$ 0.12      | 1/EA           |
| 349    | STRETCHER SUPPLIES                  | 17100MS                   | Curaplex Blanket, Fleece 60x90 blue                                                                      | Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue                        |            | \$ 3.50      | 1/EA           |
| 350    | SUPPLIES                            | 3271-63802                | Curaplex Blanket, Polyester 40x80 gray                                                                   | Curaplex Blanket, 100% Polyester, 40in x 80in, Gray                         |            | \$ 30.99     | 10/CS          |
| 351    | SUPPLIES                            | 3246-12345                | Curaplex Patient Transporter 1200lb or greater capacity or equivalent                                    | Curaplex Patient Transporter, 1800lb Capacity                               |            | \$ 15.25     | 1/EA           |
| 352    | SUPPLIES                            | 3271-62602                | Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent                           | Curaplex Stretcher Sheet, Fitted                                            |            | \$ 45.50     | 30/CS          |
| 353    | SUPPLIES                            | 206-089-7015EA            | Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs                             | Pillow, Disposable, Polyester Fill, 18Inch x 24Inch, 16oz                   |            | \$ 2.40      | 1/EA           |
| 354    | SUPPLIES                            | 506022BK                  | Restrain Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends                            | Straps, Nylon, Metal Push Button Buckle, 2 Piece w/Loop Ends, Black, 5 feet |            | \$ 8.39      | 1/EA           |

Item List for City of Midlothian  
 EMS Medical Supplies  
 Bid No.: 2020-28

| Item # | City of Midlothian Description | Bound Tree Medical Item # | Bound Tree Medical Description                                                              | Manufacturer                | Part #        | Quoted Price | Selling UOM |
|--------|--------------------------------|---------------------------|---------------------------------------------------------------------------------------------|-----------------------------|---------------|--------------|-------------|
| 383    | Various                        | 5000-68821                | Lumify L12-4 System                                                                         | PHILIPS MEDICAL SYSTEMS HSG | FUS6882       | \$ 5,119.00  | 1/EA        |
| 384    | Various                        | 5000-68840                | Lumify S4-1 Bundle                                                                          | PHILIPS MEDICAL SYSTEMS HSG | FUS6884       | \$ 5,119.00  | 1/EA        |
| 385    | Various                        | 5000-68811                | Lumify CS-2 Bundle                                                                          | PHILIPS MEDICAL SYSTEMS HSG | FUS6881       | \$ 5,119.00  | 1/EA        |
| 386    | Various                        | 1151200                   | MANIKIN FACE SHIELD 36/RL 68L/CS                                                            | LAERDAL MEDICAL CORP        | 15120303      | \$ 10.96     | 36/RL       |
| 387    | Various                        | 444001                    | OB Kit, poly bagged with scalpel                                                            | CURAPLEX BY BOUND TREE      | 444001        | \$ 11.45     | 1/EA        |
| 388    | Various                        | 540104                    | Palm Arteroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation | AMERICAN DIAGNOSTIC CORP.   | 804N          | \$ 35.00     | 1/EA        |
| 389    | Various                        | 2733-53175                | Probe Covers for SureTemp Thermometers 690, Disposable                                      | WELCH ALLYN, INC.           | 05031-750     | \$ 10.40     | 250/BX      |
| 390    | Various                        | 2320-14180                | Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                        | PRECISION MEDICAL           | HA-U1C4-00180 | \$ 51.25     | 1/EA        |
| 391    | Various                        | 61511                     | Ring Cutter                                                                                 | CURAPLEX BY BOUND TREE      | 47-373        | \$ 4.25      | 1/EA        |
| 392    | Various                        | 61512                     | Ring Cutter, Replacement blades Magnum Medical Ring Cutter                                  | CURAPLEX BY BOUND TREE      | 816           | \$ 1.60      | 1/EA        |
| 393    | Various                        | 400012                    | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                  | DYNAREX CORPORATION         | 4111          | \$ 0.45      | 1/EA        |
| 394    | Various                        | 1880-61810                | Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pkg                                     | HEALTH CARE LOGISTICS       | 7618-10       | \$ 21.70     | 100/PK      |
| 395    | Various                        | 607112                    | Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                     | BAXTER HEALTHCARE           | 2F7112        | \$ 2.77      | 1/EA        |
| 396    | Various                        | 355001                    | Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                     | B. BRAUN MEDICAL, INC       | RS001-01      | \$ 1.84      | 1/EA        |
| 397    | Various                        | 2621-61922                | Stethoscope (Adscope-Lite 619 30 in length Ref)                                             | AMERICAN DIAGNOSTIC CORP.   | 619BK         | \$ 19.55     | 1/EA        |
| 398    | Various                        | 2621-01115                | Stethoscope (disposable single head)                                                        | DUKAL CORP                  | 1115          | \$ 10.70     | 10/BX       |
| 399    | Various                        | 670156-KIT                | Stop The Bleed Sticker Kit (10 Stickers/Kit)                                                | CURAPLEX BY BOUND TREE      | 670156-KIT    | \$ 25.65     | 10/EA       |



# Bound Tree

Your Partner in EMS

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

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www.boundtree.com

11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

Brian LaDuke, President, Emergency Preparedness

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



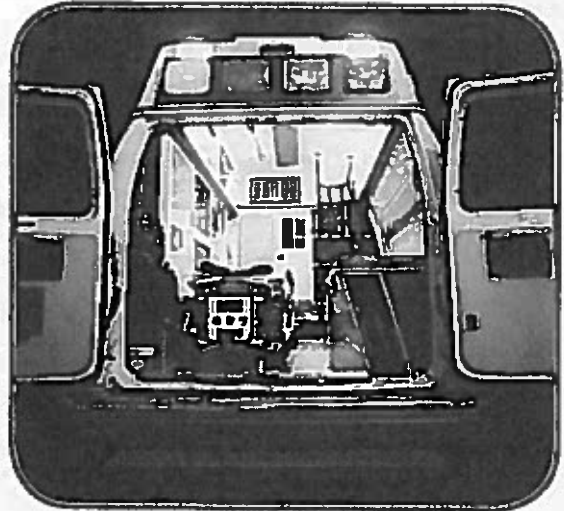
## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

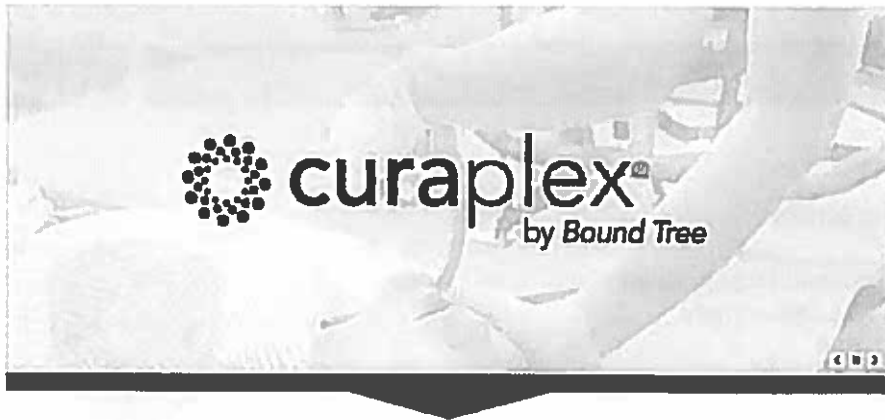
From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



# Bound Tree

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# Bound Tree

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## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted





5000 Tuttle Crossing Blvd

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## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

#### Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

#### Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.



## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.

STATE OF TEXAS                    §  
                                                  §  
COUNTY OF ELLIS                §

**INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (“**Agreement**”) is by and between the City of Midlothian, Texas (“**Midlothian**”), and the City of \_\_\_\_\_, Texas (“\_\_\_\_\_”), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

## ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“**Effective Date**”). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## ARTICLE IV PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE. Each party shall be responsible for the respective vendor’s compliance with provisions relating to the quality of items and terms of delivery.

## ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis or Johnson County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF MIDLOTHIAN, TEXAS**

By: \_\_\_\_\_  
CHRIS DICK, CITY MANAGER

**ATTEST:**

By: \_\_\_\_\_  
CITY SECRETARY

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF \_\_\_\_\_, TEXAS**

By: \_\_\_\_\_  
, CITY MANAGER

**ATTEST:**

By: \_\_\_\_\_  
CITY SECRETARY



## COMMITTEE REPORT

**REPORT TYPE:** Public Health and Safety Committee  
**MEETING:** August 20, 2024  
**Present:** Dean Parr – Chair, LeAnn Durfey, Lonni Reisman, David Baskett  
**Absent:**  
**DEPARTMENT:** Fire  
**STAFF CONTACT:** Robert Isbell

### RECOMMENDATION:

Staff recommends approval of a grant application for a Texas Forest Service grass fire truck.

### BACKGROUND:

The Stephenville Fire Department has a Texas A&M Forest Service granted type 6 fire engine. This engine is 10 years old and is eligible for replacement through a Forest Service Grant. We currently operate under the same stipulations that are necessary for application. This is the engine that is deployed on our TIFMAS responses across the state, as well as in our community.

### FISCAL IMPACT SUMMARY:

N/A

### RECOMMENDATION:

The Committee voted unanimously to recommend moving forward with the agreement to the City Council Meeting.

## APPARATUS REQUEST

### TIFMAS GRANT ASSISTANCE PROGRAM

*Name of Fire Department*

*FireConnect ID*

Number in department profile URL

(<https://fireconnect.tfs.tamu.edu/FireDepartments/XXX>)

*County*

*TIFMAS Apparatus awards are allocated annually. The Applicant Rating Guide is utilized to rank applications based on qualifications, response history, and reporting. Personnel and qualification requirements must be met in order to be considered for a TIFMAS apparatus. The type of apparatus awarded is determined by available funding and strategic needs of the program.*

| Apparatus       | Personnel | Minimum Qualification                                                                                  |
|-----------------|-----------|--------------------------------------------------------------------------------------------------------|
| Type III Engine | 3-5       | One ENGB(t) or higher, others with basic wildland                                                      |
| Type VI Engine  | 2-3       | One FF1/ICT5 or higher, others with Basic Wildland<br><i>(One ENGB(t) required effective 1/1/2024)</i> |
| Tender          | 2-5       | One FF1/ICT5 or higher, others with Basic Wildland<br><i>(One ENGB(t) required effective 1/1/2024)</i> |

| Rating Criteria                                  | Points |
|--------------------------------------------------|--------|
| <b>Number of Current Carded TIFMAS Personnel</b> |        |
| 40+                                              | 25     |
| 20-39                                            | 15     |
| 2-19                                             | 5      |
| <b>Number of Qualified STEN</b>                  |        |
| 3+                                               | 15     |
| 1-2                                              | 10     |
| <b>Number of Qualified ENGB</b>                  |        |
| 5+                                               | 15     |
| 1-4                                              | 10     |
| <b>Number of Qualified FFI ICT5</b>              |        |
| 5+                                               | 15     |
| 1-4                                              | 10     |

| Rating Criteria                                                 | Points |
|-----------------------------------------------------------------|--------|
| <b>Past Statewide Deployments Verifiable by Resource Orders</b> |        |
| 12+                                                             | 20     |
| 8-11                                                            | 15     |
| 4-7                                                             | 10     |
| 1-3                                                             | 5      |
| <b>Department Reports to TXFIRS</b>                             |        |
| Yes                                                             | 5      |
| No                                                              | 0      |
| <b>Department Reports to FireConnect</b>                        |        |
| Yes                                                             | 5      |
| No                                                              | 0      |

*(This section must be certified by authorized Chief Officer)*

**I certify that my department's information is up to date in [FireConnect](#).** This includes having an **active IRS W-9 Form** on FireConnect.  
*(Required)* Guide Videos: [Department Profile](#) , [W-9 Forms](#)

**APPLICANT CERTIFICATION:** I certify that the information contained in this application is true and accurate to the best of my knowledge and that I am duly authorized to certify this application for an apparatus on behalf of the fire department. I understand that knowingly making false or fraudulent statements or representations may result in program sanctions and/or criminal penalties.  
*(Required)*

Name: (print)  Title:   
*Chief Officer*

Date:

Submit this form to [tifmasgrants@tfs.tamu.edu](mailto:tifmasgrants@tfs.tamu.edu)

Questions? 979-458-6505

CASE# \_\_\_\_\_

**SUPPLEMENTAL TERMS AND RESPONSIBILITIES AGREEMENT  
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM (TIFMAS)  
VEHICLE GRANT**

The Texas Legislature established the Texas Statewide Mutual Aid System to provide integrated statewide mutual aid response capability between local government entities without a written mutual aid agreement (Texas Government Code Sec. 418.111). In support of this system, the TIFMAS Vehicle Grants are provided by the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas, under the Rural VFD Assistance Program to help career fire departments acquire fire and rescue apparatus to respond to statewide emergencies.

In consideration for the provision of TIFMAS Vehicle(s), \_\_\_\_\_ of \_\_\_\_\_ County, Texas, ("Cooperator"), agrees to the terms and conditions set forth herein. This agreement describes TFS' statutorily required administration and the terms and responsibilities of Cooperator related to TIFMAS vehicle grants. The terms and responsibilities of Cooperator provided in this agreement will be in effect for the entire time Cooperator owns the TIFMAS Vehicle. Upon grant award, the following will apply:

**TFS Authority and Responsibilities:**

1. TFS will provide a standardized TIFMAS Vehicle titled in the name of Cooperator under the following conditions:
  - a. TIFMAS Vehicle will be provided under a one-hundred percent grant administered by TFS. The vehicle will be acquired on behalf of the Cooperator from a vendor selected by TFS.
  - b. Specifications for TIFMAS Vehicle will be developed by TFS.
  - c. TIFMAS Vehicle will include loose equipment per TFS specifications.
2. TFS will perform an inspection after the TIFMAS Vehicle has been purchased and delivered and will document the vehicle on a TIFMAS Vehicle Equipment List, signed by both parties.
3. TFS will perform occasional inspections of the TIFMAS Vehicle to ensure the Cooperator is fulfilling its obligations in accordance with this agreement.

**Cooperator Responsibilities:**

1. Cooperator will take possession of TIFMAS Vehicle at a time and location mutually decided on by TFS and Cooperator.
2. Cooperator will facilitate an initial inspection of the TIFMAS Vehicle by TFS and sign the TIFMAS Equipment Vehicle List provided by TFS.



3. Cooperator may add additional loose equipment to the TIFMAS Vehicle, but may not alter or change the original specification of the TIFMAS Vehicle. All additional loose equipment added by Cooperator will remain the property and responsibility of the Cooperator.
4. Cooperator may use the TIFMAS Vehicle only for the following:
  - a. Local and Regional Mutual Aid Incidents.
  - b. Local/Regional Multiple unit/apparatus Incidents.
  - c. Emergency events threatening properties vital to National Defense, Critical Infrastructure or Important Military Installations.
  - d. Local community events (parades, displays).
  - e. Training of firefighters.
  - f. Standby for Cooperator's regular apparatus while out for repairs. Cooperator will notify TFS if the standby period is expected to exceed 90 days.
5. Cooperator will house, maintain, operate, and repair the TIFMAS Vehicle in order to ensure a high state of readiness at all times.
  - a. Cooperator will house the TIFMAS Vehicle on the property of the Cooperator and Cooperator will provide reasonable protection against weather, vandalism, theft, and damage.
  - b. Cooperator is responsible for all costs of operating, maintaining, and repairing the TIFMAS Vehicle.
6. Cooperator will staff the TIFMAS Vehicle with trained and qualified personnel when dispatched to any regional or statewide assignment, and will provide for personnel rotation or replacement when the TIFMAS Vehicle is needed on assignments of extended duration.
7. Cooperator will carry vehicle liability insurance for the TIFMAS Vehicle And provide proof of insurance coverage to TFS annually. The insurance liability limits must be equal to or greater than the State of Texas minimum amounts. By requiring such insurance, TFS will not be deemed or construed to have assessed the risk that may be applicable to Cooperator under this agreement. Cooperator shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Cooperator is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
8. Cooperator will operate and maintain the TIFMAS Vehicle in a roadworthy and legal condition, with a current state inspection decal, and within the posted Gross Vehicle Weight Rating (GVWR) of the chassis as stated by the manufacturer.
9. Cooperator will notify TFS if the TIFMAS Vehicle is not available and cannot respond to a TIFMAS authorized deployment.

**General Provisions:**

1. The TIFMAS Vehicle will be titled in the name of the Cooperator.
2. ***Vehicle may have a standard manufacturers warrantee at time of purchase. Since the vehicle is titled directly to Cooperator, the standard manufacturers warrantee will be in the Cooperator's name, however, TFS provides the TIFMAS Vehicle "as is" and disclaims any implied warranties, including any warranty of merchantability or fitness for a particular purpose.***
3. Cooperator grants TFS a first-priority security interest in the TIFMAS Vehicle, all equipment provided with it, and all related proceeds, including insurance payments.
4. If the Cooperator does not fulfill its obligations under this agreement, upon written demand from TFS, Cooperator will immediately deliver the TIFMAS Vehicle and transfer its title to another fire department of TFS' choice. Cooperator will promptly execute all title transfer documents and perform any other acts deemed necessary by TFS to transfer title to the TIFMAS Vehicle. If Cooperator fails to deliver the TIFMAS Vehicle as provided in this agreement, TFS may, in addition to any other remedies provided by law, enter onto Cooperator's premises where the TIFMAS Vehicle is located and take possession of the TIFMAS Vehicle and all equipment provided with it.
5. TFS will have the right to inspect the TIFMAS Vehicle at any time.
6. Deployment and reimbursement for use of TIFMAS Vehicle under a TIFMAS deployment will be in accordance with Attachment 2 of Firefighting Annex of the State of Texas Emergency Management Plan. There are no provisions for reimbursement from TFS to the Cooperator on any mutual aid assignment.
7. Cooperator may not assign, pledge, encumber, or hypothecate the TIFMAS Vehicle or grant any other security interest in the TIFMAS Vehicle.
8. If the Cooperator chooses to no longer retain a TIFMAS Vehicle and/or end its participation in the TIFMAS Program, Cooperator will give TFS 14-days prior written notice. Upon termination of the Agreement, all TIFMAS Vehicles, equipment, and titles will either be transferred to another fire department of TFS' choice, or at TFS' direction, disposed of in accordance with Cooperator's normal process. Cooperator will not alter the TIFMAS Vehicle in any way prior to transferring the TIFMAS Vehicle. The Cooperator will be liable for all loss of or damage to the TIFMAS Vehicle, normal wear and tear excepted.
9. The primary points of contact for each party will be as follows:

**Cooperator****TFS**

Texas A&M Forest Service  
 200 Technology Way, Suite 1162  
 College Station, TX 77845  
 Attn: Capacity Building Department  
 Tel: (979) 458-6505  
 Fax: (979) 845-6160  
 Email: tifmasgrants@tfs.tamu.edu

Contracting parties will notify each other of any changes in the above. Any notices regarding violations or termination will be made in writing to the point of contact.

10. Performance by TFS under this agreement is dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the TFS will issue written notice to Cooperator and TFS may terminate this Agreement without further duty or obligation. Cooperator acknowledges that appropriation of funds is beyond the control of TFS.
11. Cooperator will cooperate with the Texas State Auditor or the Texas A&M University System Internal Auditor in the conduct of an audit or investigation, including without limitation, providing all records requested.
12. Cooperator expressly acknowledges that TFS is an agency of the State of Texas and nothing in this agreement waives or relinquishes TFS' right to claim such exemptions, privileges, and immunities as may be provided by law.
13. This contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
14. Cooperator will use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 to attempt to resolve any claim for breach of contract made by Cooperator that cannot be resolved in the ordinary course of business. Cooperator will submit written notice of a claim of breach of contract under this Chapter to the Associate Director for Finance and Administration of the TFS, who will examine Cooperator's claim and any counterclaim and negotiate with Cooperator in an effort to resolve the claim.

--signature on next page--

**Acceptance of Terms and Responsibilities  
Cooperator**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Please Print)

\_\_\_\_\_  
Date



# STAFF REPORT

**SUBJECT:** Monthly Budget Report for the Period Ending July 31, 2024

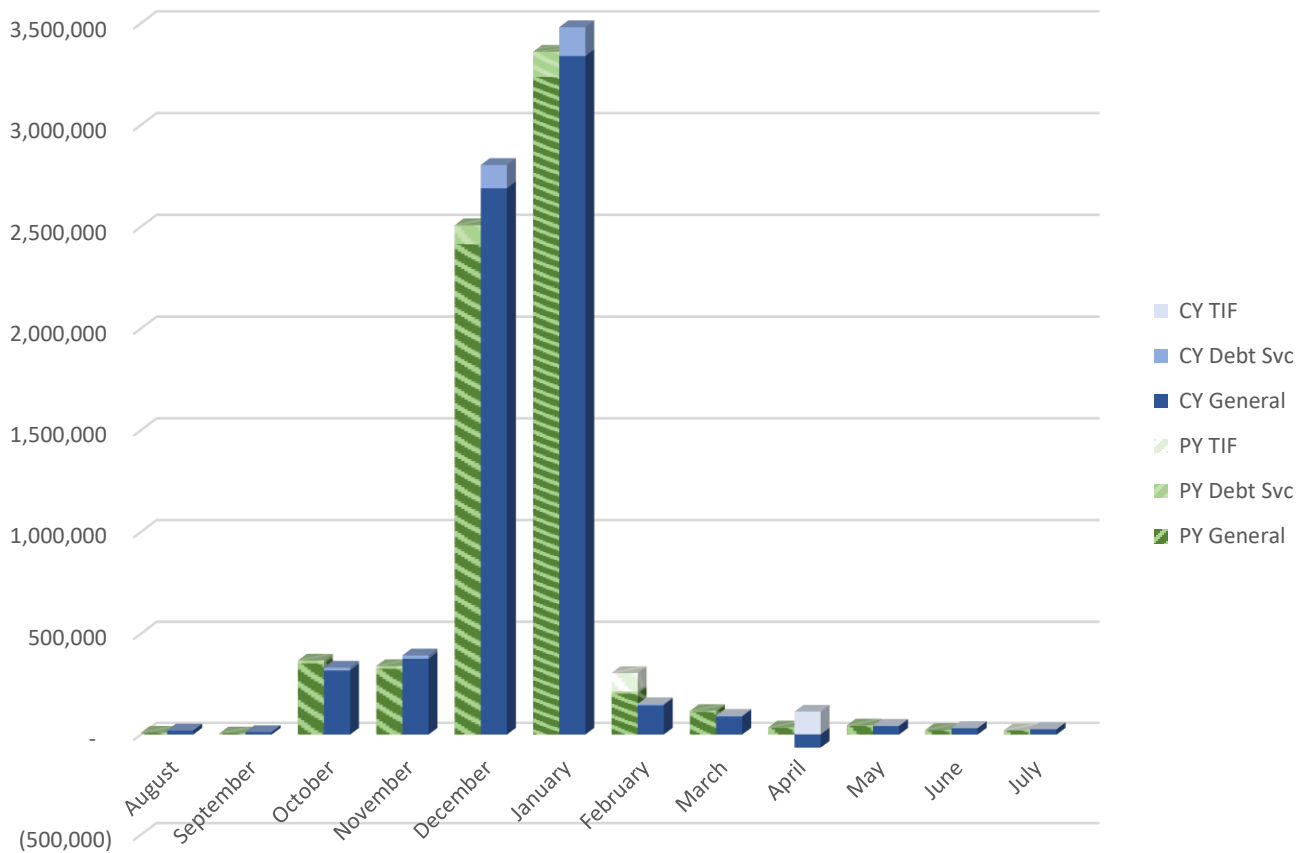
**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

## BACKGROUND:

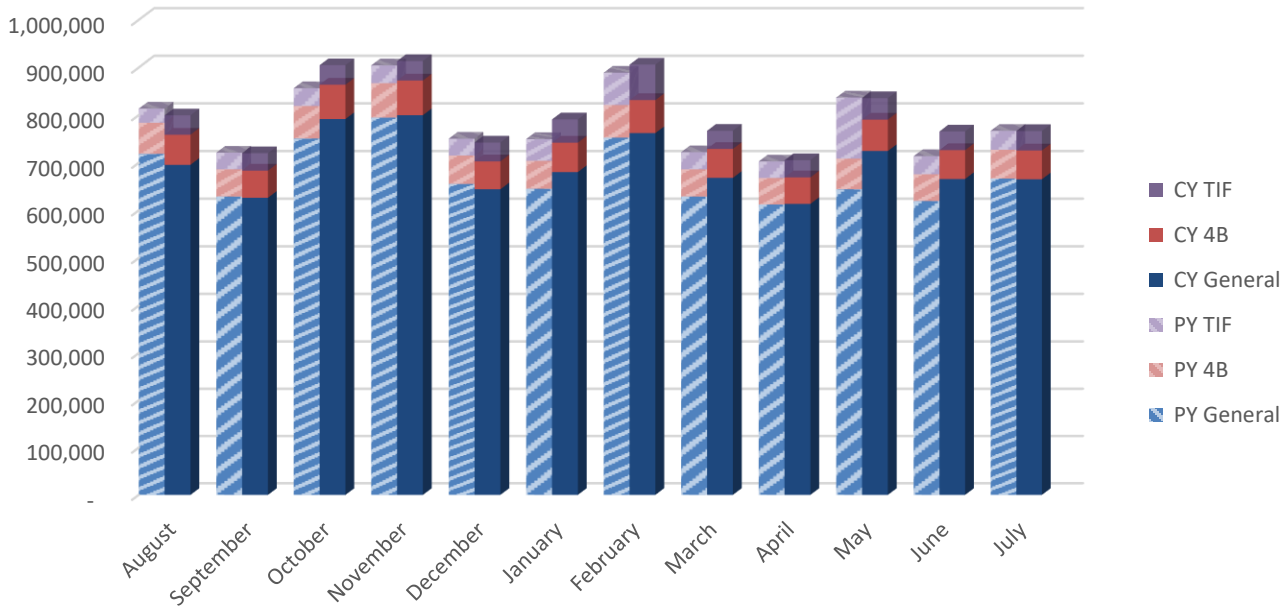
In reviewing the financial statements ending July 31, 2024, the financial indicators are overall as or better than anticipated.

Property Tax Collections  
2 year 12 month rolling comparison

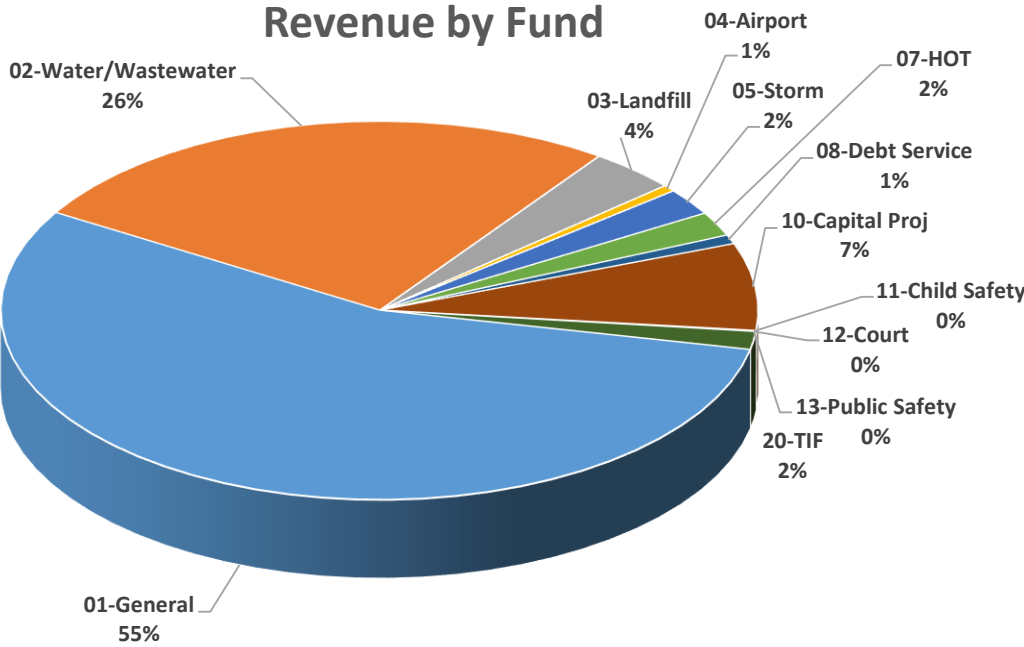


We received \$27K in property taxes in the month of July, resulting in a \$284K increase over the funds collected last fiscal year to date. The amount collected is 101% of the \$7.3 million budget, which is \$99K more than anticipated.

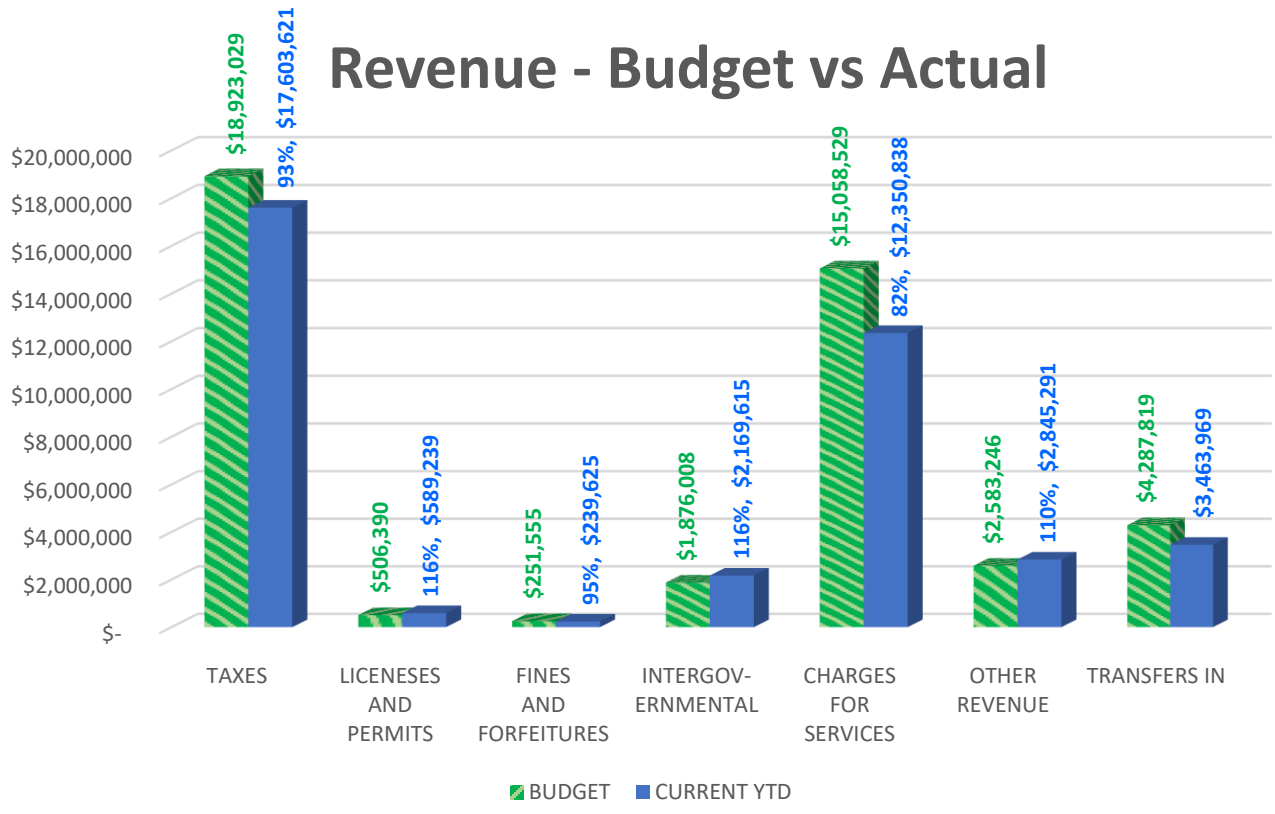
### Sales and Use Tax 2 year 12 month rolling comparison



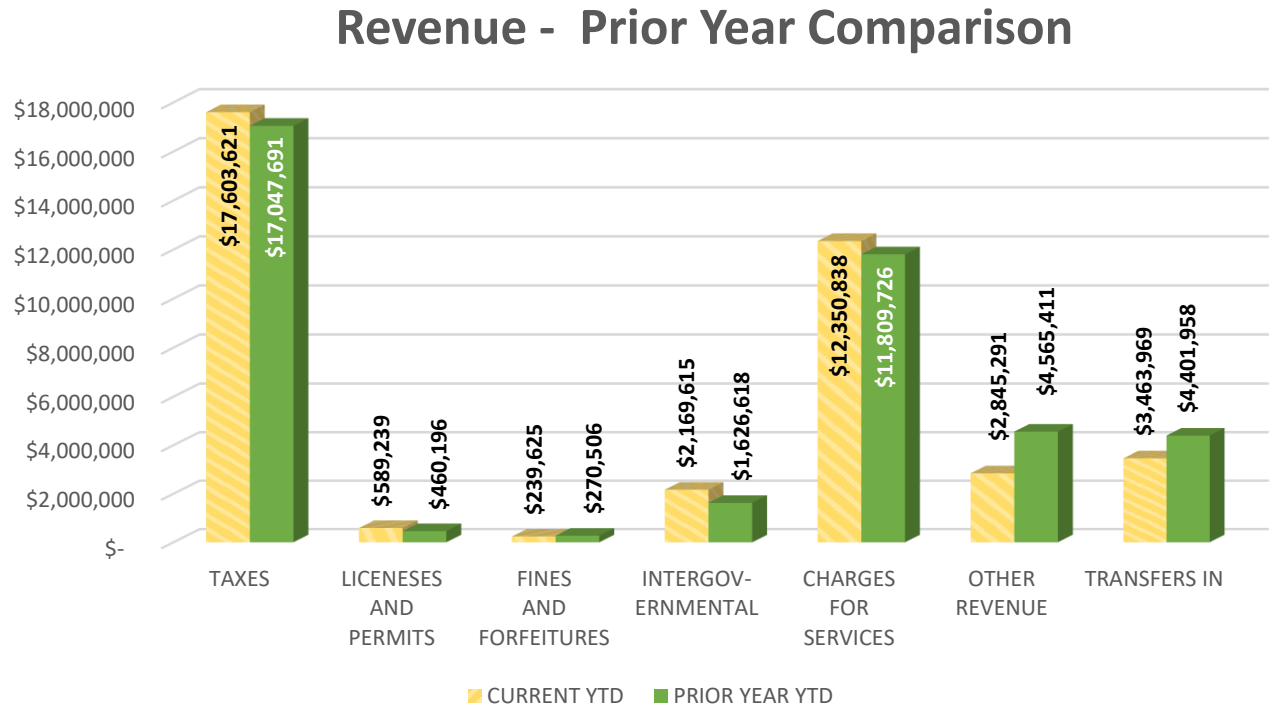
We received \$766K in sales tax in July, resulting in \$205K or 3% more than the funds collected last fiscal year to date. The amount collected is 86% of the \$9.4 million budget, which is \$510K higher than anticipated.



Of the \$39 million revenue received to date, 55% was received in the General Fund, 26% was received in the Water/Wastewater Fund, 7% was received in the Capital Projects Fund and 4% was received in the Landfill Fund.

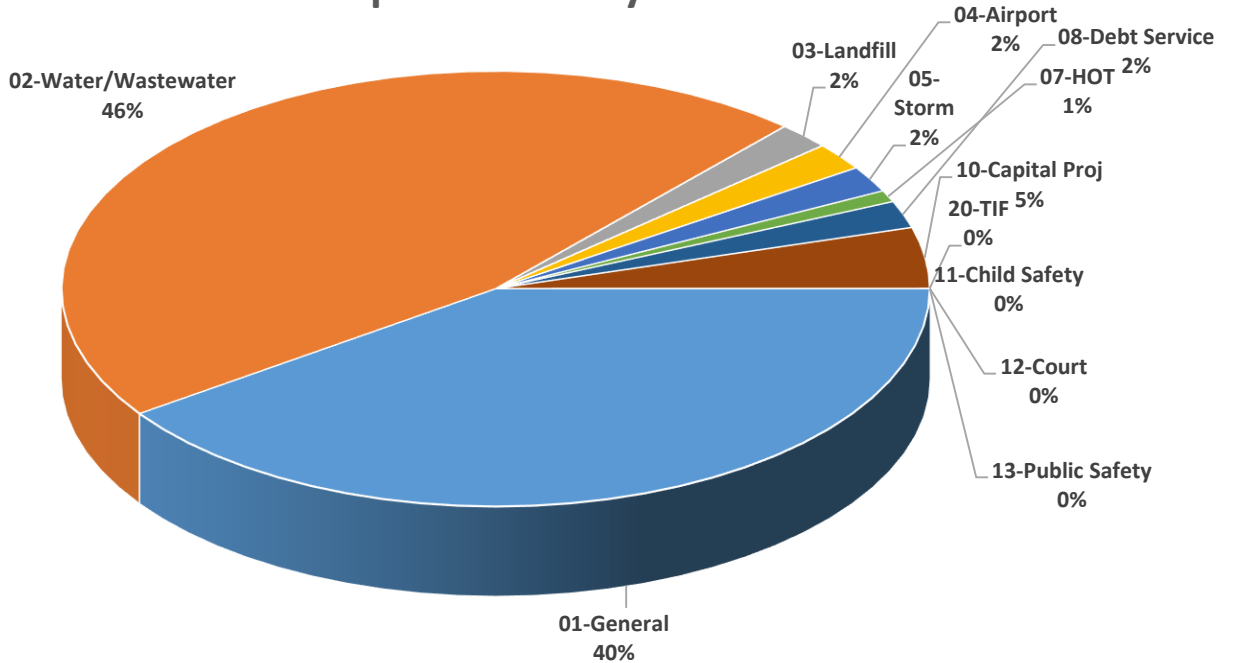


We received 90% of the total budgeted revenues through July, which is \$2.2 million more than anticipated due to taxes, intergovernmental, and interest income.



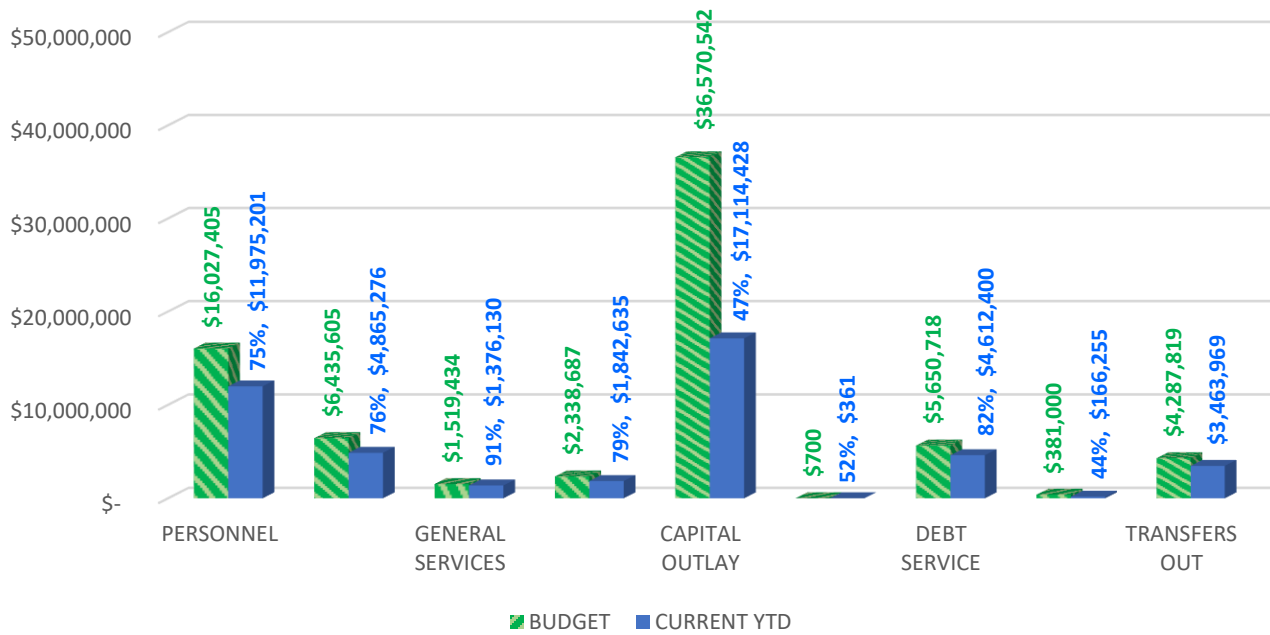
We received \$900k less revenue through July than last fiscal year to date due to debt proceeds received in the prior year.

### Expenditures by Fund



Of the \$45 million spent to date, 46% was expended in the Water/Wastewater Fund, 40% was expended in the General Fund, 5% was expended in the Capital Projects Fund, 2% was expended in the Debt Service Fund, 2% was expended in the Storm Fund and 2% was expended in the Landfill Fund.

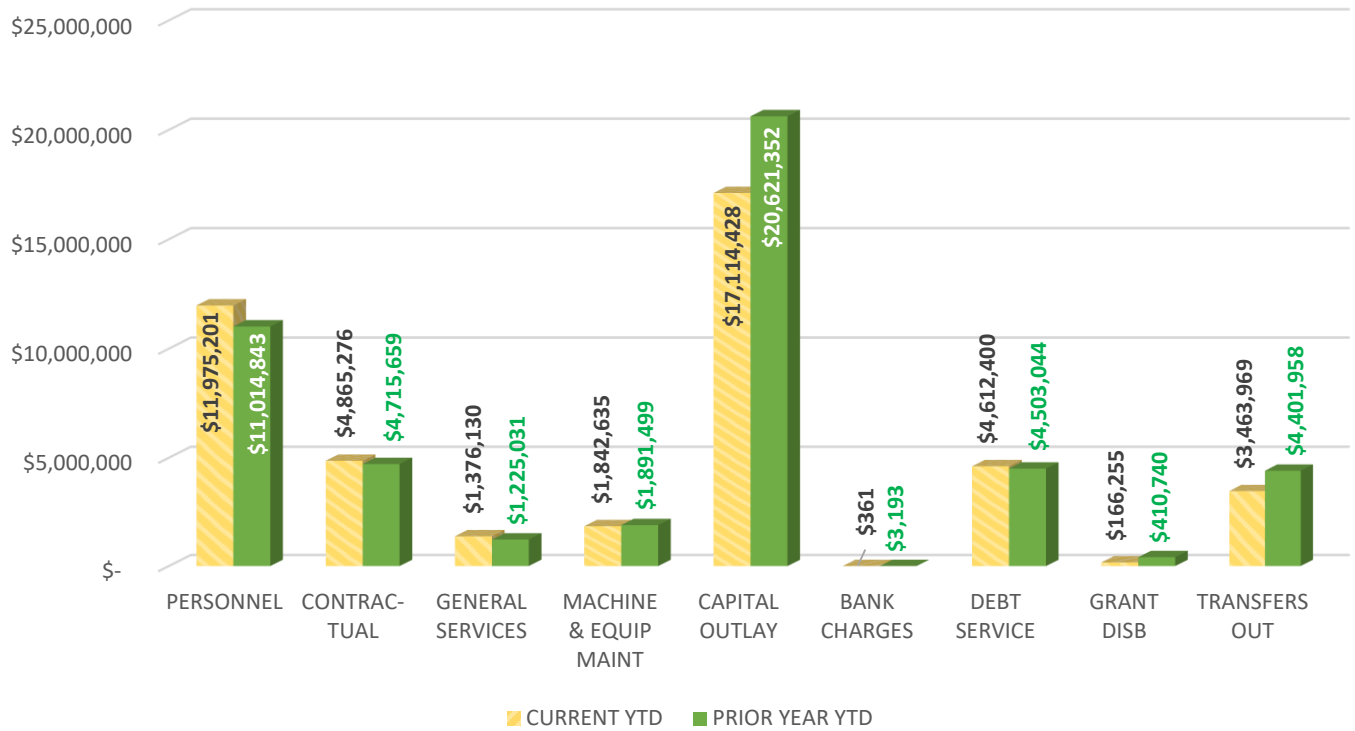
### Expenditures - Budget vs Actual



We have expended 58% of the total budgeted expenditures through July, which is \$19 million less than anticipated due to personnel, contractual, capital outlay, and transfers.

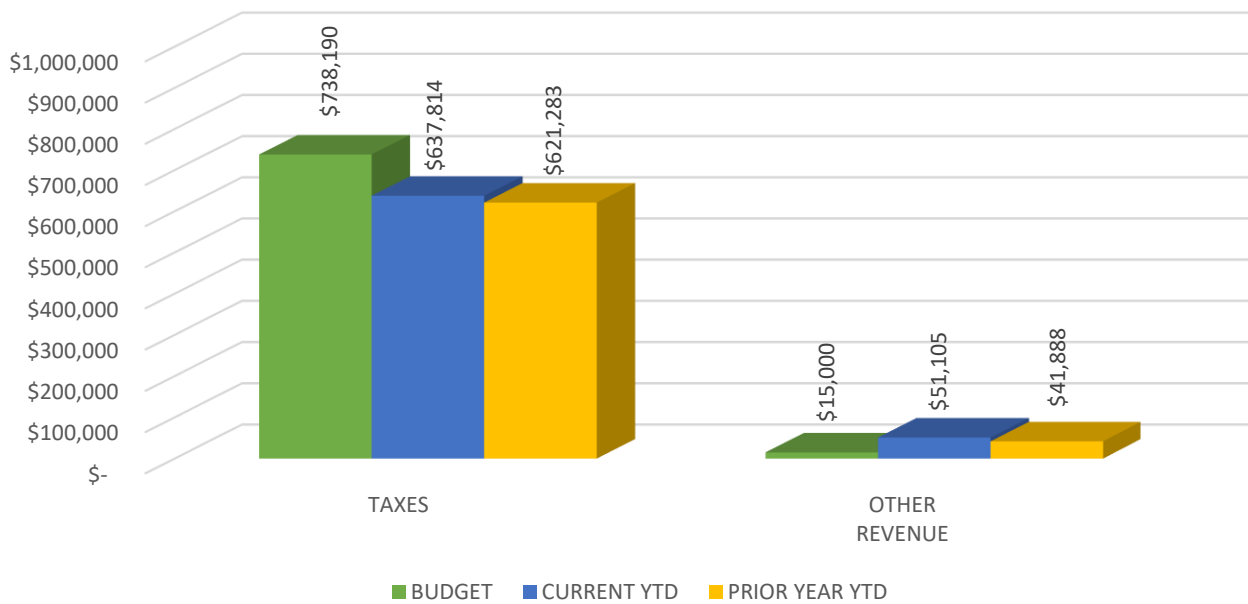


## Expenditures - Prior Year Comparison



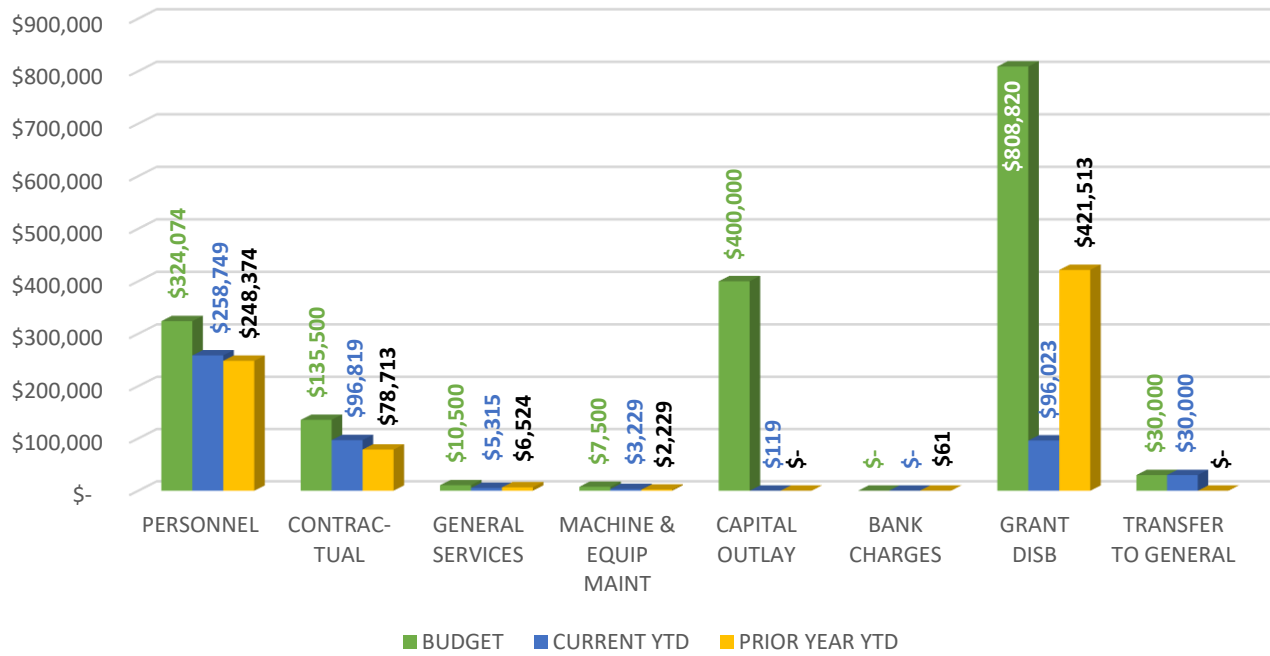
We spent \$3.4 million less in expenditures through July than last fiscal year to date due to capital outlay.

## SEDA Revenue Comparison



SEDA has received an overall 91% of budgeted revenue through July, which is \$26K more than last fiscal year to date and \$87K more than anticipated due to taxes and interest income.

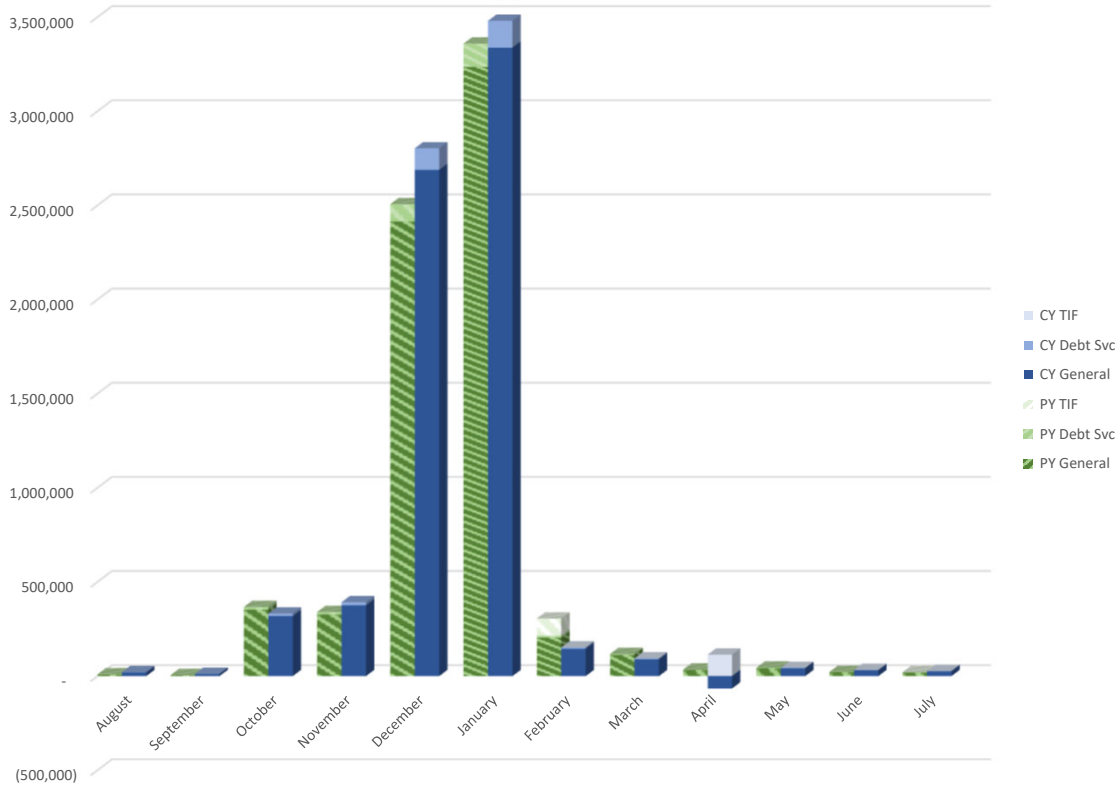
## SEDA Expenditure Comparison



SEDA has spent an overall 29% of budgeted expenditures through July, which is \$267K less than last fiscal year to date due to grant disbursements and \$931K less than anticipated due to capital outlay and grant disbursements.



Property Tax Collections  
2 year 12 month rolling comparison



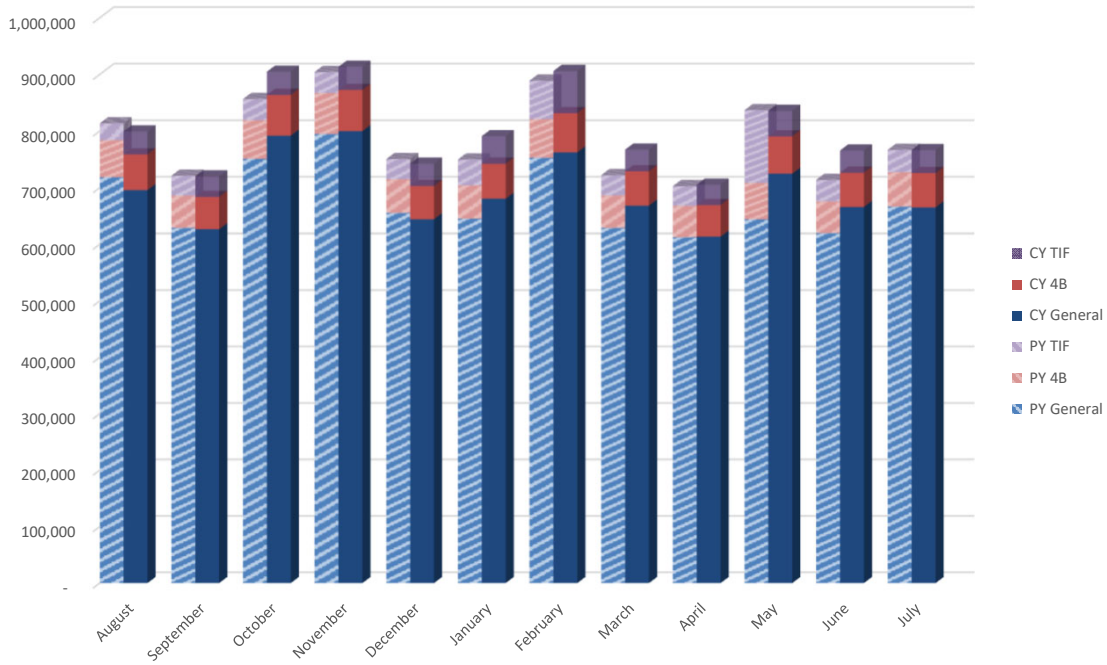
| Month              | General Fund | Debt Svc | TIF    | Total            | Month               | General Fund | Debt Svc | TIF     | Total            |
|--------------------|--------------|----------|--------|------------------|---------------------|--------------|----------|---------|------------------|
| 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           |
| Apr-23             | 34,588       | 1,329    | -      | 35,917           | Apr-24              | (64,868)     | 2,038    | 112,569 | 49,740           |
| May-23             | 43,776       | 1,691    | -      | 45,467           | May-24              | 42,319       | 1,798    | -       | 44,117           |
| Jun-23             | 22,298       | 864      | -      | 23,162           | Jun-24              | 31,592       | 1,335    | -       | 32,927           |
| Jul-23             | 20,824       | 789      | -      | 21,613           | Jul-24              | 26,485       | 1,127    | -       | 27,612           |
| 12 month total     |              |          |        | <u>7,141,390</u> | 12 month total      |              |          |         | <u>7,444,301</u> |
| Oct-July 2023      |              |          |        | <u>7,125,931</u> | Oct-July 2024       |              |          |         | <u>7,410,626</u> |
| FY 2022-2023 Total |              |          |        | 7,159,594        | FY 2023-2024 Budget |              |          |         | 7,329,505        |

Collection to date as percentage of fiscal year total 99.53%

Collection to date as percentage of fiscal year budget 101.11%



Sales and Use Tax  
2 year 12 month rolling comparison



| Month                                                 | General | 4B     | TIF     | Total            | Month                                                  | General | 4B     | TIF    | Total            | % Change +/- |
|-------------------------------------------------------|---------|--------|---------|------------------|--------------------------------------------------------|---------|--------|--------|------------------|--------------|
| 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                                                 | 668,209 | 60,746 | 38,135 | 767,091          | 6.23%        |
| Apr-23                                                | 612,376 | 55,671 | 34,659  | 702,706          | Apr-24                                                 | 613,466 | 55,770 | 36,003 | 705,239          | 0.36%        |
| May-23                                                | 644,203 | 64,276 | 128,365 | 836,844          | May-24                                                 | 724,651 | 65,877 | 45,017 | 835,545          | -0.16%       |
| Jun-23                                                | 619,536 | 56,321 | 38,026  | 713,883          | Jun-24                                                 | 665,869 | 60,534 | 39,286 | 765,689          | 7.26%        |
| Jul-23                                                | 666,728 | 60,612 | 39,634  | 766,973          | Jul-24                                                 | 665,181 | 60,471 | 40,825 | 766,477          | -0.06%       |
| 12 month total                                        |         |        |         | <u>9,427,494</u> | 12 month total                                         |         |        |        | <u>9,617,373</u> | 2.01%        |
| Oct-July 2023                                         |         |        |         | <u>7,892,776</u> | Oct-July 2024                                          |         |        |        | <u>8,097,939</u> | 2.60%        |
| FY 2022-2023 Total                                    |         |        |         | 9,412,210        | FY 2023-2024 Budget                                    |         |        |        | 9,413,312        |              |
| Collection to date as percentage of fiscal year total |         |        |         | 83.86%           | Collection to date as percentage of fiscal year budget |         |        |        | 86.03%           |              |



City of Stephenville

Item 15.  
**Budget Variance Report**  
 As Of: 07/31/2024

**Fund: 01 - GENERAL FUND**

|                        | CURRENT MONTH       |                     |                   | YEAR TO DATE         |                      |                     |           | ANNUAL BUDGET        |                     |          |
|------------------------|---------------------|---------------------|-------------------|----------------------|----------------------|---------------------|-----------|----------------------|---------------------|----------|
|                        | ACTUAL              | BUDGETED            | VARIANCE          | ACTUAL               | BUDGETED             | VARIANCE            | %         | TOTAL                | REMAINING           | %        |
| <b>REVENUE SUMMARY</b> |                     |                     |                   |                      |                      |                     |           |                      |                     |          |
| TAXES                  | 827,517.93          | 793,693.35          | 33,824.58         | 16,025,646.04        | 15,265,028.16        | 760,617.88          | 94        | 17,077,099.00        | (1,051,452.96)      | 6        |
| LICENSES AND PERMITS   | 15,671.14           | 29,739.89           | (14,068.75)       | 566,894.45           | 403,870.29           | 163,024.16          | 119       | 476,890.00           | 90,004.45           | -19      |
| FINES AND FORFEITURES  | 30,592.47           | 13,344.79           | 17,247.68         | 224,253.52           | 221,617.46           | 2,636.06            | 94        | 237,640.00           | (13,386.48)         | 6        |
| INTERGOVERNMENTAL      | 79,485.18           | 300.00              | 79,185.18         | 950,103.64           | 553,000.00           | 397,103.64          | 110       | 862,674.00           | 87,429.64           | -10      |
| CHARGES FOR SERVICES   | 133,902.75          | 132,138.95          | 1,763.80          | 926,583.35           | 991,038.63           | (64,455.28)         | 69        | 1,342,520.00         | (415,936.65)        | 31       |
| OTHER REVENUE          | 69,538.16           | 37,549.43           | 31,988.73         | 1,150,963.28         | 458,474.46           | 692,488.82          | 199       | 577,600.00           | 573,363.28          | -99      |
| TRANSFER               | 0.00                | 0.00                | 0.00              | 1,876,004.00         | 1,876,004.00         | 0.00                | 100       | 1,876,004.00         | 0.00                | 0        |
| <b>TOTAL REVENUE</b>   | <b>1,156,707.63</b> | <b>1,006,766.41</b> | <b>149,941.22</b> | <b>21,720,448.28</b> | <b>19,769,033.00</b> | <b>1,951,415.28</b> | <b>97</b> | <b>22,450,427.00</b> | <b>(729,978.72)</b> | <b>3</b> |
| <b>EXPENSE SUMMARY</b> |                     |                     |                   |                      |                      |                     |           |                      |                     |          |
| CITY COUNCIL           | 5,450.28            | 68,489.42           | 63,039.14         | 231,613.87           | 701,098.05           | 469,484.18          | 28        | 840,849.00           | (609,235.13)        | 72       |
| CITY MANAGER           | 27,160.58           | 33,034.25           | 5,873.67          | 321,082.42           | 344,503.21           | 23,420.79           | 74        | 432,612.00           | (111,529.58)        | 26       |
| CITY SECRETARY         | 13,798.00           | 17,564.90           | 3,766.90          | 178,292.04           | 179,912.39           | 1,620.35            | 80        | 223,386.00           | (45,093.96)         | 20       |
| EMERGENCY MANAGEMENT   | 330.34              | 486.83              | 156.49            | 15,547.06            | 18,038.74            | 2,491.68            | 80        | 19,380.00            | (3,832.94)          | 20       |
| MUNICIPAL BUILDING     | 8,232.73            | 10,863.34           | 2,630.61          | 122,654.29           | 144,246.45           | 21,592.16           | 73        | 167,560.00           | (44,905.71)         | 27       |
| MUNICIPAL SERVICES CTR | 12,167.99           | 9,359.64            | (2,808.35)        | 93,218.05            | 112,757.33           | 19,539.28           | 69        | 135,080.00           | (41,861.95)         | 31       |
| HUMAN RESOURCES        | 12,379.59           | 22,963.81           | 10,584.22         | 156,379.40           | 231,841.78           | 75,462.38           | 55        | 282,471.00           | (126,091.60)        | 45       |
| DOWNTOWN               | 5,903.08            | 16,088.02           | 10,184.94         | 137,727.16           | 174,443.13           | 36,715.97           | 65        | 211,170.00           | (73,442.84)         | 35       |
| FINANCE                | 48,127.15           | 65,375.09           | 17,247.94         | 547,952.97           | 670,470.63           | 122,517.66          | 66        | 830,601.00           | (282,648.03)        | 34       |
| INFORMATION TECHNOLOGY | 21,161.36           | 39,142.10           | 17,980.74         | 419,820.57           | 397,903.33           | (21,917.24)         | 86        | 487,532.00           | (67,711.43)         | 14       |
| TAX                    | 89.60               | 76.89               | (12.71)           | 221,372.88           | 204,432.51           | (16,940.37)         | 108       | 204,490.00           | 16,882.88           | -8       |
| LEGAL COUNSEL          | 10,876.06           | 12,050.78           | 1,174.72          | 101,503.21           | 115,716.38           | 14,213.17           | 70        | 144,848.00           | (43,344.79)         | 30       |
| MUNICIPAL COURT        | 10,851.80           | 11,105.24           | 253.44            | 124,122.51           | 112,821.85           | (11,300.66)         | 89        | 139,187.00           | (15,064.49)         | 11       |
| STREET MAINTENANCE     | 62,754.72           | 85,133.91           | 22,379.19         | 711,373.15           | 1,000,780.25         | 289,407.10          | 60        | 1,195,550.00         | (484,176.85)        | 40       |
| 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                      | 146,673.15          | 202,823.80          | 56,150.65          | 1,914,457.83         | 2,178,257.04          | 263,799.21          | 72        | 2,649,725.00          | (735,267.17)          | 28        |
| PARK MAINTENANCE                        | 0.00                | 0.00                | 0.00               | 0.00                 | 0.00                  | 0.00                |           | 0.00                  | 0.00                  |           |
| LIBRARY                                 | 20,983.20           | 22,770.57           | 1,787.37           | 221,660.28           | 235,989.16            | 14,328.88           | 76        | 293,481.00            | (71,820.72)           | 24        |
| SENIOR CENTER                           | 396,857.47          | 143,366.78          | (253,490.69)       | 582,667.88           | 1,440,919.10          | 858,251.22          | 34        | 1,733,470.00          | (1,150,802.12)        | 66        |
| AQUATIC CENTER                          | 58,556.22           | 66,937.09           | 8,380.87           | 251,951.44           | 302,943.49            | 50,992.05           | 68        | 371,659.00            | (119,707.56)          | 32        |
| FIRE DEPARTMENT                         | 423,988.02          | 371,310.44          | (52,677.58)        | 3,941,216.55         | 3,881,015.43          | (60,201.12)         | 82        | 4,816,543.00          | (875,326.45)          | 18        |
| POLICE DEPARTMENT                       | 582,592.87          | 634,779.59          | 52,186.72          | 5,681,734.72         | 7,008,713.94          | 1,326,979.22        | 66        | 8,621,725.00          | (2,939,990.28)        | 34        |
| DEVELOPMENT SERVICES                    | 47,424.43           | 65,548.36           | 18,123.93          | 652,574.40           | 673,594.33            | 21,019.93           | 78        | 835,156.00            | (182,581.60)          | 22        |
| GIS                                     | 7,313.58            | 9,941.60            | 2,628.02           | 101,924.61           | 102,766.82            | 842.21              | 80        | 127,369.00            | (25,444.39)           | 20        |
| TRANSFERS                               | 73,863.54           | 73,865.00           | 1.46               | 1,567,246.54         | 2,067,248.00          | 500,001.46          | 76        | 2,067,248.00          | (500,001.46)          | 24        |
| <b>TOTAL EXPENSE</b>                    | <b>1,997,535.76</b> | <b>1,983,077.45</b> | <b>(14,458.31)</b> | <b>18,298,093.83</b> | <b>22,300,413.34</b>  | <b>4,002,319.51</b> | <b>68</b> | <b>26,831,092.00</b>  | <b>8,532,998.17</b>   | <b>32</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>(840,828.13)</b> | <b>(976,311.04)</b> | <b>135,482.91</b>  | <b>3,422,354.45</b>  | <b>(2,531,380.34)</b> | <b>5,953,734.79</b> |           | <b>(4,380,665.00)</b> | <b>(9,262,976.89)</b> |           |

Budget Variance Report

Fund: 02 - WATER AND WASTEWATER FUND

|                                         | CURRENT MONTH         |                       |                     | YEAR TO DATE           |                        |                     |           | ANNUAL BUDGET          |                        |           |
|-----------------------------------------|-----------------------|-----------------------|---------------------|------------------------|------------------------|---------------------|-----------|------------------------|------------------------|-----------|
|                                         | ACTUAL                | BUDGETED              | VARIANCE            | ACTUAL                 | BUDGETED               | VARIANCE            | %         | TOTAL                  | REMAINING              | %         |
| <b>REVENUE SUMMARY</b>                  |                       |                       |                     |                        |                        |                     |           |                        |                        |           |
| LICENSES AND PERMITS                    | 0.00                  | 0.00                  | 0.00                | 1,805.78               | 898.77                 | 907.01              | 181       | 1,000.00               | 805.78                 | -81       |
| INTERGOVERNMENTAL                       | 0.00                  | 0.00                  | 0.00                | 0.00                   | 0.00                   | 0.00                |           | 0.00                   | 0.00                   |           |
| CHARGES FOR SERVICES                    | 989,259.06            | 1,061,612.06          | (72,353.00)         | 9,185,932.49           | 8,935,771.15           | 250,161.34          | 82        | 11,167,733.00          | (1,981,800.51)         | 18        |
| OTHER REVENUE                           | 33,741.80             | 86,405.06             | (52,663.26)         | 991,557.22             | 204,394.85             | 787,162.37          | 214       | 463,000.00             | 528,557.22             | -114      |
| TRANSFER                                | 0.00                  | 0.00                  | 0.00                | 94,582.00              | 94,582.00              | 0.00                | 100       | 94,582.00              | 0.00                   | 0         |
| <b>TOTAL REVENUE</b>                    | <b>1,023,000.86</b>   | <b>1,148,017.12</b>   | <b>(125,016.26)</b> | <b>10,273,877.49</b>   | <b>9,235,646.77</b>    | <b>1,038,230.72</b> | <b>88</b> | <b>11,726,315.00</b>   | <b>(1,452,437.51)</b>  | <b>12</b> |
| <b>EXPENSE SUMMARY</b>                  |                       |                       |                     |                        |                        |                     |           |                        |                        |           |
| UTILITIES ADMINISTRATION                | 53,658.96             | 312,240.35            | 258,581.39          | 1,477,279.53           | 3,167,955.26           | 1,690,675.73        | 38        | 3,849,010.00           | (2,371,730.47)         | 62        |
| WATER PRODUCTION                        | 179,870.14            | 193,635.29            | 13,765.15           | 2,268,711.04           | 2,191,928.50           | (76,782.54)         | 87        | 2,612,539.00           | (343,827.96)           | 13        |
| WATER DISTRIBUTION                      | 59,054.93             | 168,634.41            | 109,579.48          | 727,279.89             | 1,743,707.64           | 1,016,427.75        | 35        | 2,092,635.00           | (1,365,355.11)         | 65        |
| CUSTOMER SERVICE                        | 26,532.18             | 28,981.65             | 2,449.47            | 214,833.61             | 315,592.24             | 100,758.63          | 56        | 384,667.00             | (169,833.39)           | 44        |
| WASTEWATER COLLECTION                   | 1,782,667.38          | 1,377,911.17          | (404,756.21)        | 10,071,782.48          | 13,844,470.96          | 3,772,688.48        | 59        | 17,174,869.00          | (7,103,086.52)         | 41        |
| WASTEWATER TREATMENT                    | 149,299.22            | 251,517.92            | 102,218.70          | 1,156,103.04           | 2,526,284.20           | 1,370,181.16        | 38        | 3,030,507.00           | (1,874,403.96)         | 62        |
| BILLING & COLLECTION                    | 58,104.19             | 44,702.31             | (13,401.88)         | 537,305.81             | 449,672.41             | (87,633.40)         | 99        | 543,895.00             | (6,589.19)             | 1         |
| NON-DEPARTMENTAL                        | 69,751.95             | 64,715.83             | (5,036.12)          | 4,579,167.71           | 4,572,124.30           | (7,043.41)          | 86        | 5,338,670.00           | (759,502.29)           | 14        |
| <b>TOTAL EXPENSE</b>                    | <b>2,378,938.95</b>   | <b>2,442,338.93</b>   | <b>63,399.98</b>    | <b>21,032,463.11</b>   | <b>28,811,735.51</b>   | <b>7,779,272.40</b> | <b>60</b> | <b>35,026,792.00</b>   | <b>13,994,328.89</b>   | <b>40</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>(1,355,938.09)</b> | <b>(1,294,321.81)</b> | <b>(61,616.28)</b>  | <b>(10,758,585.62)</b> | <b>(19,576,088.74)</b> | <b>8,817,503.12</b> |           | <b>(23,300,477.00)</b> | <b>(15,446,766.40)</b> |           |

Budget Variance Report

Fund: 03 - SANITARY LANDFILL FUND

|                                         | CURRENT MONTH     |                   |                   | YEAR TO DATE        |                     |                   |            | ANNUAL BUDGET       |                     |           |
|-----------------------------------------|-------------------|-------------------|-------------------|---------------------|---------------------|-------------------|------------|---------------------|---------------------|-----------|
|                                         | ACTUAL            | BUDGETED          | VARIANCE          | ACTUAL              | BUDGETED            | VARIANCE          | %          | TOTAL               | REMAINING           | %         |
| <b><u>REVENUE SUMMARY</u></b>           |                   |                   |                   |                     |                     |                   |            |                     |                     |           |
| CHARGES FOR SERVICES                    | 190,544.29        | 126,731.09        | 63,813.20         | 1,261,664.69        | 1,134,877.81        | 126,786.88        | 91         | 1,380,400.00        | (118,735.31)        | 9         |
| OTHER REVENUE                           | 11,811.98         | 2,937.43          | 8,874.55          | 203,919.33          | 8,483.46            | 195,435.87        | 1,175      | 17,350.00           | 186,569.33          | 1,075     |
| TRANSFER                                | 0.00              | 0.00              | 0.00              | 0.00                | 0.00                | 0.00              |            | 0.00                | 0.00                |           |
| <b>TOTAL REVENUE</b>                    | <b>202,356.27</b> | <b>129,668.52</b> | <b>72,687.75</b>  | <b>1,465,584.02</b> | <b>1,143,361.27</b> | <b>322,222.75</b> | <b>105</b> | <b>1,397,750.00</b> | <b>67,834.02</b>    | <b>-5</b> |
| <b><u>EXPENSE SUMMARY</u></b>           |                   |                   |                   |                     |                     |                   |            |                     |                     |           |
| LANDFILL                                | 35,081.40         | 84,243.58         | 49,162.18         | 898,931.12          | 1,218,977.80        | 320,046.68        | 64         | 1,403,815.00        | (504,883.88)        | 36        |
| <b>TOTAL EXPENSE</b>                    | <b>35,081.40</b>  | <b>84,243.58</b>  | <b>49,162.18</b>  | <b>898,931.12</b>   | <b>1,218,977.80</b> | <b>320,046.68</b> | <b>64</b>  | <b>1,403,815.00</b> | <b>504,883.88</b>   | <b>36</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>167,274.87</b> | <b>45,424.94</b>  | <b>121,849.93</b> | <b>566,652.90</b>   | <b>(75,616.53)</b>  | <b>642,269.43</b> |            | <b>(6,065.00)</b>   | <b>(437,049.86)</b> |           |



Budget Variance Report  
Fund: 04 - AIRPORT FUND

|                                         | CURRENT MONTH     |                    |                     | YEAR TO DATE        |                     |                       |           | ANNUAL BUDGET       |                       |           |
|-----------------------------------------|-------------------|--------------------|---------------------|---------------------|---------------------|-----------------------|-----------|---------------------|-----------------------|-----------|
|                                         | ACTUAL            | BUDGETED           | VARIANCE            | ACTUAL              | BUDGETED            | VARIANCE              | %         | TOTAL               | REMAINING             | %         |
| <b>REVENUE SUMMARY</b>                  |                   |                    |                     |                     |                     |                       |           |                     |                       |           |
| INTERGOVERNMENTAL                       | 12,042.00         | 0.00               | 12,042.00           | 28,433.87           | 0.00                | 28,433.87             | 284       | 10,000.00           | 18,433.87             | -184      |
| CHARGES FOR SERVICES                    | 8,324.95          | 9,142.54           | (817.59)            | 111,189.66          | 111,028.00          | 161.66                | 85        | 130,350.00          | (19,160.34)           | 15        |
| OTHER REVENUE                           | 0.00              | 118,539.21         | (118,539.21)        | 2,850.00            | 1,185,392.10        | (1,182,542.10)        | 0         | 1,423,040.00        | (1,420,190.00)        | 100       |
| TRANSFER                                | 0.00              | 0.00               | 0.00                | 77,091.00           | 577,091.00          | (500,000.00)          | 13        | 577,091.00          | (500,000.00)          | 87        |
| <b>TOTAL REVENUE</b>                    | <b>20,366.95</b>  | <b>127,681.75</b>  | <b>(107,314.80)</b> | <b>219,564.53</b>   | <b>1,873,511.10</b> | <b>(1,653,946.57)</b> | <b>10</b> | <b>2,140,481.00</b> | <b>(1,920,916.47)</b> | <b>90</b> |
| <b>EXPENSE SUMMARY</b>                  |                   |                    |                     |                     |                     |                       |           |                     |                       |           |
| AIRPORT                                 | 27,275.10         | 144,622.16         | 117,347.06          | 925,493.16          | 1,457,146.38        | 531,653.22            | 53        | 1,751,636.00        | (826,142.84)          | 47        |
| <b>TOTAL EXPENSE</b>                    | <b>27,275.10</b>  | <b>144,622.16</b>  | <b>117,347.06</b>   | <b>925,493.16</b>   | <b>1,457,146.38</b> | <b>531,653.22</b>     | <b>53</b> | <b>1,751,636.00</b> | <b>826,142.84</b>     | <b>47</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>(6,908.15)</b> | <b>(16,940.41)</b> | <b>10,032.26</b>    | <b>(705,928.63)</b> | <b>416,364.72</b>   | <b>(1,122,293.35)</b> |           | <b>388,845.00</b>   | <b>(2,747,059.31)</b> |           |

Budget Variance Report

Fund: 05 - STORM WATER DRAINAGE FUND

|                                         | CURRENT MONTH    |                  |                 | YEAR TO DATE      |                     |                   |           | ANNUAL BUDGET       |                     |           |
|-----------------------------------------|------------------|------------------|-----------------|-------------------|---------------------|-------------------|-----------|---------------------|---------------------|-----------|
|                                         | ACTUAL           | BUDGETED         | VARIANCE        | ACTUAL            | BUDGETED            | VARIANCE          | %         | TOTAL               | REMAINING           | %         |
| <b>REVENUE SUMMARY</b>                  |                  |                  |                 |                   |                     |                   |           |                     |                     |           |
| LICENSES AND PERMITS                    | 0.00             | 2,979.62         | (2,979.62)      | 17,968.47         | 5,685.35            | 12,283.12         | 72        | 25,000.00           | (7,031.53)          | 28        |
| INTERGOVERNMENTAL                       | 0.00             | 0.00             | 0.00            | 0.00              | 0.00                | 0.00              |           | 0.00                | 0.00                |           |
| CHARGES FOR SERVICES                    | 83,793.37        | 83,293.84        | 499.53          | 834,221.74        | 833,581.39          | 640.35            | 83        | 1,000,272.00        | (166,050.26)        | 17        |
| OTHER REVENUE                           | 5,191.91         | 425.74           | 4,766.17        | 49,519.85         | 952.43              | 48,567.42         | 2,201     | 2,250.00            | 47,269.85           | 2,101     |
| <b>TOTAL REVENUE</b>                    | <b>88,985.28</b> | <b>86,699.20</b> | <b>2,286.08</b> | <b>901,710.06</b> | <b>840,219.17</b>   | <b>61,490.89</b>  | <b>88</b> | <b>1,027,522.00</b> | <b>(125,811.94)</b> | <b>12</b> |
| <b>EXPENSE SUMMARY</b>                  |                  |                  |                 |                   |                     |                   |           |                     |                     |           |
| STORM WATER DRAINAGE                    | 57,664.25        | 58,593.16        | 928.91          | 886,838.01        | 1,258,298.60        | 371,460.59        | 61        | 1,451,268.00        | (564,429.99)        | 39        |
| <b>TOTAL EXPENSE</b>                    | <b>57,664.25</b> | <b>58,593.16</b> | <b>928.91</b>   | <b>886,838.01</b> | <b>1,258,298.60</b> | <b>371,460.59</b> | <b>61</b> | <b>1,451,268.00</b> | <b>564,429.99</b>   | <b>39</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>31,321.03</b> | <b>28,106.04</b> | <b>3,214.99</b> | <b>14,872.05</b>  | <b>(418,079.43)</b> | <b>432,951.48</b> |           | <b>(423,746.00)</b> | <b>(690,241.93)</b> |           |

Budget Variance Report

Fund: 07 - HOTEL OCCUPANCY TAX FUND

|                                         | CURRENT MONTH     |                   |                   | YEAR TO DATE      |                     |                   |            | ANNUAL BUDGET      |                     |           |
|-----------------------------------------|-------------------|-------------------|-------------------|-------------------|---------------------|-------------------|------------|--------------------|---------------------|-----------|
|                                         | ACTUAL            | BUDGETED          | VARIANCE          | ACTUAL            | BUDGETED            | VARIANCE          | %          | TOTAL              | REMAINING           | %         |
| <b>REVENUE SUMMARY</b>                  |                   |                   |                   |                   |                     |                   |            |                    |                     |           |
| TAXES                                   | 95,851.47         | 103,026.36        | (7,174.89)        | 717,209.38        | 562,783.35          | 154,426.03        | 93         | 771,420.00         | (54,210.62)         | 7         |
| INTERGOVERNMENTAL                       | 0.00              | 0.00              | 0.00              | 0.00              | 0.00                | 0.00              |            | 0.00               | 0.00                |           |
| CHARGES FOR SERVICES                    | 945.00            | 8,274.41          | (7,329.41)        | 31,245.95         | 24,754.00           | 6,491.95          | 126        | 24,754.00          | 6,491.95            | -26       |
| OTHER REVENUE                           | 7,576.08          | 801.62            | 6,774.46          | 66,039.83         | 1,851.34            | 64,188.49         | 1,468      | 4,500.00           | 61,539.83           | 1,368     |
| TRANSFER                                | 0.00              | 0.00              | 0.00              | 0.00              | 0.00                | 0.00              |            | 0.00               | 0.00                |           |
| <b>TOTAL REVENUE</b>                    | <b>104,372.55</b> | <b>112,102.39</b> | <b>(7,729.84)</b> | <b>814,495.16</b> | <b>589,388.69</b>   | <b>225,106.47</b> | <b>102</b> | <b>800,674.00</b>  | <b>13,821.16</b>    | <b>-2</b> |
| <b>EXPENSE SUMMARY</b>                  |                   |                   |                   |                   |                     |                   |            |                    |                     |           |
| TOURISM                                 | 15,271.10         | 53,490.49         | 38,219.39         | 395,534.26        | 698,669.91          | 303,135.65        | 48         | 826,714.00         | (431,179.74)        | 52        |
| NON-DEPARTMENTAL                        | 0.00              | 0.00              | 0.00              | 0.00              | 0.00                | 0.00              |            | 0.00               | 0.00                |           |
| <b>TOTAL EXPENSE</b>                    | <b>15,271.10</b>  | <b>53,490.49</b>  | <b>38,219.39</b>  | <b>395,534.26</b> | <b>698,669.91</b>   | <b>303,135.65</b> | <b>48</b>  | <b>826,714.00</b>  | <b>431,179.74</b>   | <b>52</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>89,101.45</b>  | <b>58,611.90</b>  | <b>30,489.55</b>  | <b>418,960.90</b> | <b>(109,281.22)</b> | <b>528,242.12</b> |            | <b>(26,040.00)</b> | <b>(417,358.58)</b> |           |

Budget Variance Report

Fund: 08 - DEBT SERVICE FUND

|                                         | CURRENT MONTH   |                   |                     | YEAR TO DATE        |                     |                     |           | ANNUAL BUDGET       |                     |           |
|-----------------------------------------|-----------------|-------------------|---------------------|---------------------|---------------------|---------------------|-----------|---------------------|---------------------|-----------|
|                                         | ACTUAL          | BUDGETED          | VARIANCE            | ACTUAL              | BUDGETED            | VARIANCE            | %         | TOTAL               | REMAINING           | %         |
| <b><u>REVENUE SUMMARY</u></b>           |                 |                   |                     |                     |                     |                     |           |                     |                     |           |
| TAXES                                   | 1,272.68        | 1,225.50          | 47.18               | 304,019.65          | 272,704.67          | 31,314.98           | 111       | 273,240.00          | 30,779.65           | -11       |
| OTHER REVENUE                           | 122.34          | 331.74            | (209.40)            | 1,224.31            | 1,052.54            | 171.77              | 61        | 2,000.00            | (775.69)            | 39        |
| TRANSFER                                | 0.00            | 151,825.00        | (151,825.00)        | 0.00                | 823,850.00          | (823,850.00)        | 0         | 823,850.00          | (823,850.00)        | 100       |
| <b>TOTAL REVENUE</b>                    | <b>1,395.02</b> | <b>153,382.24</b> | <b>(151,987.22)</b> | <b>305,243.96</b>   | <b>1,097,607.21</b> | <b>(792,363.25)</b> | <b>28</b> | <b>1,099,090.00</b> | <b>(793,846.04)</b> | <b>72</b> |
| <b><u>EXPENSE SUMMARY</u></b>           |                 |                   |                     |                     |                     |                     |           |                     |                     |           |
| DEBT SERVICE                            | 0.00            | 0.00              | 0.00                | 917,475.00          | 917,475.00          | 0.00                | 84        | 1,096,625.00        | (179,150.00)        | 16        |
| <b>TOTAL EXPENSE</b>                    | <b>0.00</b>     | <b>0.00</b>       | <b>0.00</b>         | <b>917,475.00</b>   | <b>917,475.00</b>   | <b>0.00</b>         | <b>84</b> | <b>1,096,625.00</b> | <b>179,150.00</b>   | <b>16</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>1,395.02</b> | <b>153,382.24</b> | <b>(151,987.22)</b> | <b>(612,231.04)</b> | <b>180,132.21</b>   | <b>(792,363.25)</b> |           | <b>2,465.00</b>     | <b>(972,996.04)</b> |           |

Budget Variance Report

Fund: 10 - CAPITAL PROJECTS FUND

|                                         | CURRENT MONTH       |                     |                   | YEAR TO DATE        |                       |                     |            | ANNUAL BUDGET         |                       |           |
|-----------------------------------------|---------------------|---------------------|-------------------|---------------------|-----------------------|---------------------|------------|-----------------------|-----------------------|-----------|
|                                         | ACTUAL              | BUDGETED            | VARIANCE          | ACTUAL              | BUDGETED              | VARIANCE            | %          | TOTAL                 | REMAINING             | %         |
| <b>REVENUE SUMMARY</b>                  |                     |                     |                   |                     |                       |                     |            |                       |                       |           |
| LICENSES AND PERMITS                    | 587.50              | 291.66              | 295.84            | 2,570.00            | 2,916.60              | (346.60)            | 73         | 3,500.00              | (930.00)              | 27        |
| INTERGOVERNMENTAL                       | 144,244.50          | 29,090.92           | 115,153.58        | 1,183,797.05        | 290,909.20            | 892,887.85          | 88         | 1,349,225.00          | (165,427.95)          | 12        |
| CHARGES FOR SERVICES                    | 0.00                | 1,041.25            | (1,041.25)        | 0.00                | 10,412.50             | (10,412.50)         | 0          | 12,500.00             | (12,500.00)           | 100       |
| OTHER REVENUE                           | 29,453.11           | 20,728.96           | 8,724.15          | 325,201.78          | 52,883.59             | 272,318.19          | 289        | 112,500.00            | 212,701.78            | -189      |
| TRANSFER                                | 0.00                | 0.00                | 0.00              | 1,416,292.00        | 1,416,292.00          | 0.00                | 100        | 1,416,292.00          | 0.00                  | 0         |
| <b>TOTAL REVENUE</b>                    | <b>174,285.11</b>   | <b>51,152.79</b>    | <b>123,132.32</b> | <b>2,927,860.83</b> | <b>1,773,413.89</b>   | <b>1,154,446.94</b> | <b>101</b> | <b>2,894,017.00</b>   | <b>33,843.83</b>      | <b>-1</b> |
| <b>EXPENSE SUMMARY</b>                  |                     |                     |                   |                     |                       |                     |            |                       |                       |           |
| STREET MAINTENANCE                      | 434,350.09          | 617,898.86          | 183,548.77        | 2,051,800.18        | 6,178,988.60          | 4,127,188.42        | 28         | 7,417,183.00          | (5,365,382.82)        | 72        |
| PARKS & RECREATION                      | 3,000.00            | 84,217.63           | 81,217.63         | 5,250.00            | 842,176.30            | 836,926.30          | 1          | 1,011,016.00          | (1,005,766.00)        | 99        |
| 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                  |           |
| <b>TOTAL EXPENSE</b>                    | <b>437,350.09</b>   | <b>702,116.49</b>   | <b>264,766.40</b> | <b>2,057,050.18</b> | <b>7,021,164.90</b>   | <b>4,964,114.72</b> | <b>24</b>  | <b>8,428,199.00</b>   | <b>6,371,148.82</b>   | <b>76</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>(263,064.98)</b> | <b>(650,963.70)</b> | <b>387,898.72</b> | <b>870,810.65</b>   | <b>(5,247,751.01)</b> | <b>6,118,561.66</b> |            | <b>(5,534,182.00)</b> | <b>(6,337,304.99)</b> |           |

Budget Variance Report

Fund: 11 - CHILD SAFETY FUND

|                                         | CURRENT MONTH |              |              | YEAR TO DATE    |                 |                 |            | ANNUAL BUDGET   |               |            |
|-----------------------------------------|---------------|--------------|--------------|-----------------|-----------------|-----------------|------------|-----------------|---------------|------------|
|                                         | ACTUAL        | BUDGETED     | VARIANCE     | ACTUAL          | BUDGETED        | VARIANCE        | %          | TOTAL           | REMAINING     | %          |
| <b>REVENUE SUMMARY</b>                  |               |              |              |                 |                 |                 |            |                 |               |            |
| FINES AND FORFEITURES                   | 41.51         | 47.48        | (5.97)       | 2,532.47        | 1,774.48        | 757.99          | 127        | 2,000.00        | 532.47        | -27        |
| OTHER REVENUE                           | 59.77         | 13.99        | 45.78        | 518.96          | 33.22           | 485.74          | 692        | 75.00           | 443.96        | -592       |
| <b>TOTAL REVENUE</b>                    | <b>101.28</b> | <b>61.47</b> | <b>39.81</b> | <b>3,051.43</b> | <b>1,807.70</b> | <b>1,243.73</b> | <b>147</b> | <b>2,075.00</b> | <b>976.43</b> | <b>-47</b> |
| <b>EXPENSE SUMMARY</b>                  |               |              |              |                 |                 |                 |            |                 |               |            |
| CHILD SAFETY                            | 0.00          | 0.00         | 0.00         | 0.00            | 0.00            | 0.00            |            | 0.00            | 0.00          |            |
| <b>TOTAL EXPENSE</b>                    | <b>0.00</b>   | <b>0.00</b>  | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     |            | <b>0.00</b>     | <b>0.00</b>   |            |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>101.28</b> | <b>61.47</b> | <b>39.81</b> | <b>3,051.43</b> | <b>1,807.70</b> | <b>1,243.73</b> |            | <b>2,075.00</b> | <b>976.43</b> |            |

Budget Variance Report

Fund: 12 - COURT TECHNOLOGY FUND

|                                         | CURRENT MONTH   |                 |                 | YEAR TO DATE     |                   |                  |            | ANNUAL BUDGET     |                    |            |
|-----------------------------------------|-----------------|-----------------|-----------------|------------------|-------------------|------------------|------------|-------------------|--------------------|------------|
|                                         | ACTUAL          | BUDGETED        | VARIANCE        | ACTUAL           | BUDGETED          | VARIANCE         | %          | TOTAL             | REMAINING          | %          |
| <b>REVENUE SUMMARY</b>                  |                 |                 |                 |                  |                   |                  |            |                   |                    |            |
| FINES AND FORFEITURES                   | 1,208.84        | 500.00          | 708.84          | 12,839.41        | 9,401.14          | 3,438.27         | 108        | 11,915.00         | 924.41             | -8         |
| OTHER REVENUE                           | 202.90          | 27.80           | 175.10          | 1,660.11         | 64.33             | 1,595.78         | 1,107      | 150.00            | 1,510.11           | 1,007      |
| <b>TOTAL REVENUE</b>                    | <b>1,411.74</b> | <b>527.80</b>   | <b>883.94</b>   | <b>14,499.52</b> | <b>9,465.47</b>   | <b>5,034.05</b>  | <b>120</b> | <b>12,065.00</b>  | <b>2,434.52</b>    | <b>-20</b> |
| <b>EXPENSE SUMMARY</b>                  |                 |                 |                 |                  |                   |                  |            |                   |                    |            |
| COURT TECHNOLOGY                        | 0.00            | 1,259.91        | 1,259.91        | 2,063.25         | 12,599.10         | 10,535.85        | 14         | 15,125.00         | (13,061.75)        | 86         |
| <b>TOTAL EXPENSE</b>                    | <b>0.00</b>     | <b>1,259.91</b> | <b>1,259.91</b> | <b>2,063.25</b>  | <b>12,599.10</b>  | <b>10,535.85</b> | <b>14</b>  | <b>15,125.00</b>  | <b>13,061.75</b>   | <b>86</b>  |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>1,411.74</b> | <b>(732.11)</b> | <b>2,143.85</b> | <b>12,436.27</b> | <b>(3,133.63)</b> | <b>15,569.90</b> |            | <b>(3,060.00)</b> | <b>(10,627.23)</b> |            |

Budget Variance Report

Fund: 13 - PUBLIC SAFETY FUND

|                                         | CURRENT MONTH |                   |                 | YEAR TO DATE    |                    |                  |            | ANNUAL BUDGET      |                    |             |
|-----------------------------------------|---------------|-------------------|-----------------|-----------------|--------------------|------------------|------------|--------------------|--------------------|-------------|
|                                         | ACTUAL        | BUDGETED          | VARIANCE        | ACTUAL          | BUDGETED           | VARIANCE         | %          | TOTAL              | REMAINING          | %           |
| <b><u>REVENUE SUMMARY</u></b>           |               |                   |                 |                 |                    |                  |            |                    |                    |             |
| FINES AND FORFEITURES                   | 0.00          | 0.00              | 0.00            | 0.00            | 0.00               | 0.00             |            | 0.00               | 0.00               |             |
| INTERGOVERNMENTAL                       | 0.00          | 0.00              | 0.00            | 7,280.60        | 3,200.00           | 4,080.60         | 228        | 3,200.00           | 4,080.60           | -128        |
| OTHER REVENUE                           | 291.89        | 149.32            | 142.57          | 2,585.48        | 335.63             | 2,249.85         | 345        | 750.00             | 1,835.48           | -245        |
| <b>TOTAL REVENUE</b>                    | <b>291.89</b> | <b>149.32</b>     | <b>142.57</b>   | <b>9,866.08</b> | <b>3,535.63</b>    | <b>6,330.45</b>  | <b>250</b> | <b>3,950.00</b>    | <b>5,916.08</b>    | <b>-150</b> |
| <b><u>EXPENSE SUMMARY</u></b>           |               |                   |                 |                 |                    |                  |            |                    |                    |             |
| PUBLIC SAFETY                           | 210.00        | 1,666.00          | 1,456.00        | 2,714.15        | 16,660.00          | 13,945.85        | 14         | 20,000.00          | (17,285.85)        | 86          |
| <b>TOTAL EXPENSE</b>                    | <b>210.00</b> | <b>1,666.00</b>   | <b>1,456.00</b> | <b>2,714.15</b> | <b>16,660.00</b>   | <b>13,945.85</b> | <b>14</b>  | <b>20,000.00</b>   | <b>17,285.85</b>   | <b>86</b>   |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>81.89</b>  | <b>(1,516.68)</b> | <b>1,598.57</b> | <b>7,151.93</b> | <b>(13,124.37)</b> | <b>20,276.30</b> |            | <b>(16,050.00)</b> | <b>(11,369.77)</b> |             |



Budget Variance Report

Fund: 20 - TAX INCREMENT FINANCING FUND

|                                         | CURRENT MONTH    |                     |                   | YEAR TO DATE      |                    |                     |           | ANNUAL BUDGET      |                       |            |
|-----------------------------------------|------------------|---------------------|-------------------|-------------------|--------------------|---------------------|-----------|--------------------|-----------------------|------------|
|                                         | ACTUAL           | BUDGETED            | VARIANCE          | ACTUAL            | BUDGETED           | VARIANCE            | %         | TOTAL              | REMAINING             | %          |
| <b><u>REVENUE SUMMARY</u></b>           |                  |                     |                   |                   |                    |                     |           |                    |                       |            |
| TAXES                                   | 40,824.97        | 51,151.40           | (10,326.43)       | 556,745.72        | 748,846.79         | (192,101.07)        | 69        | 801,270.00         | (244,524.28)          | 31         |
| OTHER REVENUE                           | 6,110.41         | 2,119.29            | 3,991.12          | 49,251.13         | 4,778.00           | 44,473.13           | 410       | 12,000.00          | 37,251.13             | -310       |
| TRANSFER                                | 0.00             | 0.00                | 0.00              | 0.00              | 0.00               | 0.00                |           | 0.00               | 0.00                  |            |
| <b>TOTAL REVENUE</b>                    | <b>46,935.38</b> | <b>53,270.69</b>    | <b>(6,335.31)</b> | <b>605,996.85</b> | <b>753,624.79</b>  | <b>(147,627.94)</b> | <b>75</b> | <b>813,270.00</b>  | <b>(207,273.15)</b>   | <b>25</b>  |
| <b><u>EXPENSE SUMMARY</u></b>           |                  |                     |                   |                   |                    |                     |           |                    |                       |            |
| TAX INCREMENT FINANCING                 | 0.00             | 162,025.00          | 162,025.00        | 0.00              | 823,850.00         | 823,850.00          | 0         | 823,850.00         | (823,850.00)          | 100        |
| <b>TOTAL EXPENSE</b>                    | <b>0.00</b>      | <b>162,025.00</b>   | <b>162,025.00</b> | <b>0.00</b>       | <b>823,850.00</b>  | <b>823,850.00</b>   | <b>0</b>  | <b>823,850.00</b>  | <b>823,850.00</b>     | <b>100</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>46,935.38</b> | <b>(108,754.31)</b> | <b>155,689.69</b> | <b>605,996.85</b> | <b>(70,225.21)</b> | <b>676,222.06</b>   |           | <b>(10,580.00)</b> | <b>(1,031,123.15)</b> |            |

**Budget Variance Report**  
**Fund: 79 - SEDA**

|                                         | CURRENT MONTH    |                    |                   | YEAR TO DATE      |                     |                     |           | ANNUAL BUDGET       |                       |           |
|-----------------------------------------|------------------|--------------------|-------------------|-------------------|---------------------|---------------------|-----------|---------------------|-----------------------|-----------|
|                                         | ACTUAL           | BUDGETED           | VARIANCE          | ACTUAL            | BUDGETED            | VARIANCE            | %         | TOTAL               | REMAINING             | %         |
| <b><u>REVENUE SUMMARY</u></b>           |                  |                    |                   |                   |                     |                     |           |                     |                       |           |
| TAXES                                   | 60,471.04        | 59,571.93          | 899.11            | 637,813.58        | 594,833.45          | 42,980.13           | 86        | 738,190.00          | (100,376.42)          | 14        |
| INTERGOVERNMENTAL                       | 0.00             | 0.00               | 0.00              | 0.00              | 0.00                | 0.00                |           | 0.00                | 0.00                  |           |
| OTHER REVENUE                           | 5,293.42         | 2,737.44           | 2,555.98          | 51,105.39         | 6,602.33            | 44,503.06           | 341       | 15,000.00           | 36,105.39             | -241      |
| <b>TOTAL REVENUE</b>                    | <b>65,764.46</b> | <b>62,309.37</b>   | <b>3,455.09</b>   | <b>688,918.97</b> | <b>601,435.78</b>   | <b>87,483.19</b>    | <b>91</b> | <b>753,190.00</b>   | <b>(64,271.03)</b>    | <b>9</b>  |
| <b><u>EXPENSE SUMMARY</u></b>           |                  |                    |                   |                   |                     |                     |           |                     |                       |           |
| SEDA                                    | 33,669.73        | 138,246.04         | 104,576.31        | 490,252.89        | 1,420,954.58        | 930,701.69          | 29        | 1,716,394.00        | (1,226,141.11)        | 71        |
| <b>TOTAL EXPENSE</b>                    | <b>33,669.73</b> | <b>138,246.04</b>  | <b>104,576.31</b> | <b>490,252.89</b> | <b>1,420,954.58</b> | <b>930,701.69</b>   | <b>29</b> | <b>1,716,394.00</b> | <b>1,226,141.11</b>   | <b>71</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>32,094.73</b> | <b>(75,936.67)</b> | <b>108,031.40</b> | <b>198,666.08</b> | <b>(819,518.80)</b> | <b>1,018,184.88</b> |           | <b>(963,204.00)</b> | <b>(1,290,412.14)</b> |           |



City of Stephenville

Item 15.

## Prior-Year Comparative Income Statement Group Summary

For the Period Ending 07/31/2024

| Categor...                                          | 2022-2023<br>July Activity | 2023-2024<br>July Activity +<br>Encumbrances | July Variance<br>Favorable /<br>(Unfavorable) | Variance %      | 2022-2023<br>YTD Activity | 2023-2024<br>YTD Activity +<br>Encumbrances | YTD Variance<br>Favorable /<br>(Unfavorable) | Variance %     |
|-----------------------------------------------------|----------------------------|----------------------------------------------|-----------------------------------------------|-----------------|---------------------------|---------------------------------------------|----------------------------------------------|----------------|
| <b>Fund: 01 - GENERAL FUND</b>                      |                            |                                              |                                               |                 |                           |                                             |                                              |                |
| <b>Revenue</b>                                      |                            |                                              |                                               |                 |                           |                                             |                                              |                |
| 40 - TAXES                                          | 779,987.52                 | 827,517.93                                   | 47,530.41                                     | 6.09%           | 15,542,483.85             | 16,025,646.04                               | 483,162.19                                   | 3.11%          |
| 41 - LICENSES AND PERMITS                           | 29,667.32                  | 15,671.14                                    | -13,996.18                                    | -47.18%         | 436,825.12                | 566,894.45                                  | 130,069.33                                   | 29.78%         |
| 42 - FINES AND FORFEITURES                          | 31,987.40                  | 32,205.45                                    | 218.05                                        | 0.68%           | 258,303.92                | 216,857.32                                  | -41,446.60                                   | -16.05%        |
| 43 - INTERGOVERNMENTAL                              | 8,367.00                   | 79,485.18                                    | 71,118.18                                     | 849.98%         | 464,986.26                | 950,103.64                                  | 485,117.38                                   | 104.33%        |
| 44 - CHARGES FOR SERVICES                           | 70,244.44                  | 133,902.75                                   | 63,658.31                                     | 90.62%          | 884,900.24                | 926,583.35                                  | 41,683.11                                    | 4.71%          |
| 45 - OTHER REVENUE                                  | 64,997.36                  | 69,538.16                                    | 4,540.80                                      | 6.99%           | 1,335,523.91              | 1,150,963.28                                | -184,560.63                                  | -13.82%        |
| 49 - TRANSFER                                       | 0.00                       | 0.00                                         | 0.00                                          | 0.00%           | 1,679,307.00              | 1,876,004.00                                | 196,697.00                                   | 11.71%         |
| <b>Revenue Total:</b>                               | <b>985,251.04</b>          | <b>1,158,320.61</b>                          | <b>173,069.57</b>                             | <b>17.57%</b>   | <b>20,602,330.30</b>      | <b>21,713,052.08</b>                        | <b>1,110,721.78</b>                          | <b>5.39%</b>   |
| <b>Expense</b>                                      |                            |                                              |                                               |                 |                           |                                             |                                              |                |
| <b>Department: 101 - CITY COUNCIL</b>               |                            |                                              |                                               |                 |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 1,937.70                   | 2,190.03                                     | -252.33                                       | -13.02%         | 19,142.95                 | 19,647.47                                   | -504.52                                      | -2.64%         |
| 52 - CONTRACTUAL                                    | 10,172.28                  | 1,673.93                                     | 8,498.35                                      | 83.54%          | 143,684.26                | 151,158.40                                  | -7,474.14                                    | -5.20%         |
| 53 - GENERAL SERVICES                               | 102.27                     | 736.32                                       | -634.05                                       | -619.98%        | 3,317.92                  | 4,216.04                                    | -898.12                                      | -27.07%        |
| 55 - CAPITAL OUTLAY                                 | 0.00                       | 0.00                                         | 0.00                                          | 0.00%           | 792,722.94                | 119,019.18                                  | 673,703.76                                   | 84.99%         |
| 58 - GRANT DISBURSEMENTS                            | 0.00                       | 0.00                                         | 0.00                                          | 0.00%           | 181,399.19                | 565.80                                      | 180,833.39                                   | 99.69%         |
| <b>Department 101 - CITY COUNCIL Total:</b>         | <b>12,212.25</b>           | <b>4,600.28</b>                              | <b>7,611.97</b>                               | <b>62.33%</b>   | <b>1,140,267.26</b>       | <b>294,606.89</b>                           | <b>845,660.37</b>                            | <b>74.16%</b>  |
| <b>Department: 102 - CITY MANAGER</b>               |                            |                                              |                                               |                 |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 29,663.64                  | 26,375.41                                    | 3,288.23                                      | 11.09%          | 221,710.41                | 306,225.07                                  | -84,514.66                                   | -38.12%        |
| 52 - CONTRACTUAL                                    | 1,155.85                   | 757.67                                       | 398.18                                        | 34.45%          | 7,486.34                  | 20,057.71                                   | -12,571.37                                   | -167.92%       |
| 53 - GENERAL SERVICES                               | 400.52                     | 27.50                                        | 373.02                                        | 93.13%          | 1,746.01                  | 2,799.64                                    | -1,053.63                                    | -60.35%        |
| <b>Department 102 - CITY MANAGER Total:</b>         | <b>31,220.01</b>           | <b>27,160.58</b>                             | <b>4,059.43</b>                               | <b>13.00%</b>   | <b>230,942.76</b>         | <b>329,082.42</b>                           | <b>-98,139.66</b>                            | <b>-42.50%</b> |
| <b>Department: 103 - CITY SECRETARY</b>             |                            |                                              |                                               |                 |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 7,638.29                   | 12,160.04                                    | -4,521.75                                     | -59.20%         | 64,349.42                 | 114,918.46                                  | -50,569.04                                   | -78.59%        |
| 52 - CONTRACTUAL                                    | 345.65                     | 1,557.14                                     | -1,211.49                                     | -350.50%        | 20,969.62                 | 16,921.47                                   | 4,048.15                                     | 19.30%         |
| 53 - GENERAL SERVICES                               | 29.94                      | 80.82                                        | -50.88                                        | -169.94%        | 869.97                    | 2,170.87                                    | -1,300.90                                    | -149.53%       |
| 54 - MACHINE & EQUIPMENT MAI                        | 0.00                       | 0.00                                         | 0.00                                          | 0.00%           | 46,749.25                 | 44,281.24                                   | 2,468.01                                     | 5.28%          |
| <b>Department 103 - CITY SECRETARY Total:</b>       | <b>8,013.88</b>            | <b>13,798.00</b>                             | <b>-5,784.12</b>                              | <b>-72.18%</b>  | <b>132,938.26</b>         | <b>178,292.04</b>                           | <b>-45,353.78</b>                            | <b>-34.12%</b> |
| <b>Department: 104 - EMERGENCY MANAGEMENT</b>       |                            |                                              |                                               |                 |                           |                                             |                                              |                |
| 52 - CONTRACTUAL                                    | 58.29                      | 330.34                                       | -272.05                                       | -466.72%        | 15,181.74                 | 15,547.06                                   | -365.32                                      | -2.41%         |
| <b>Department 104 - EMERGENCY MANAGEMENT Total:</b> | <b>58.29</b>               | <b>330.34</b>                                | <b>-272.05</b>                                | <b>-466.72%</b> | <b>15,181.74</b>          | <b>15,547.06</b>                            | <b>-365.32</b>                               | <b>-2.41%</b>  |
| <b>Department: 105 - MUNICIPAL BUILDING</b>         |                            |                                              |                                               |                 |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 2,026.76                   | 2,136.41                                     | -109.65                                       | -5.41%          | 20,832.06                 | 22,292.60                                   | -1,460.54                                    | -7.01%         |

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| Categor...                                            | 2023-2024                        |                  |                                               |                | 2022-2023         |                                |                                              |                |
|-------------------------------------------------------|----------------------------------|------------------|-----------------------------------------------|----------------|-------------------|--------------------------------|----------------------------------------------|----------------|
|                                                       | July Activity +<br>July Activity | Encumbrances     | July Variance<br>Favorable /<br>(Unfavorable) | Variance %     | YTD Activity      | YTD Activity +<br>Encumbrances | YTD Variance<br>Favorable /<br>(Unfavorable) | Variance %     |
| 52 - CONTRACTUAL                                      | 5,780.73                         | 3,665.76         | 2,114.97                                      | 36.59%         | 31,786.26         | 35,051.22                      | -3,264.96                                    | -10.27%        |
| 53 - GENERAL SERVICES                                 | 1,314.50                         | 870.11           | 444.39                                        | 33.81%         | 10,570.02         | 36,331.30                      | -25,761.28                                   | -243.72%       |
| 54 - MACHINE & EQUIPMENT MAI                          | 116.00                           | 1,292.59         | -1,176.59                                     | -1,014.30%     | 25,863.67         | 24,121.70                      | 1,741.97                                     | 6.74%          |
| 55 - CAPITAL OUTLAY                                   | 15,778.54                        | 0.00             | 15,778.54                                     | 100.00%        | 22,847.16         | 5,826.73                       | 17,020.43                                    | 74.50%         |
| <b>Department 105 - MUNICIPAL BUILDING Total:</b>     | <b>25,016.53</b>                 | <b>7,964.87</b>  | <b>17,051.66</b>                              | <b>68.16%</b>  | <b>111,899.17</b> | <b>123,623.55</b>              | <b>-11,724.38</b>                            | <b>-10.48%</b> |
| <b>Department: 106 - MUNICIPAL SERVICES CTR</b>       |                                  |                  |                                               |                |                   |                                |                                              |                |
| 51 - PERSONNEL                                        | 4,804.52                         | 1,424.21         | 3,380.31                                      | 70.36%         | 49,413.21         | 39,957.57                      | 9,455.64                                     | 19.14%         |
| 52 - CONTRACTUAL                                      | 1,780.87                         | 3,599.52         | -1,818.65                                     | -102.12%       | 26,093.27         | 25,197.58                      | 895.69                                       | 3.43%          |
| 53 - GENERAL SERVICES                                 | 17,991.10                        | -14,545.53       | 32,536.63                                     | 180.85%        | 23,753.08         | 32,544.98                      | -8,791.90                                    | -37.01%        |
| 54 - MACHINE & EQUIPMENT MAI                          | 1,820.04                         | 139.69           | 1,680.35                                      | 92.32%         | 13,190.77         | 19,467.34                      | -6,276.57                                    | -47.58%        |
| <b>Department 106 - MUNICIPAL SERVICES CTR Total:</b> | <b>26,396.53</b>                 | <b>-9,382.11</b> | <b>35,778.64</b>                              | <b>135.54%</b> | <b>112,450.33</b> | <b>117,167.47</b>              | <b>-4,717.14</b>                             | <b>-4.19%</b>  |
| <b>Department: 107 - HUMAN RESOURCES</b>              |                                  |                  |                                               |                |                   |                                |                                              |                |
| 51 - PERSONNEL                                        | 6,225.44                         | 6,536.17         | -310.73                                       | -4.99%         | 72,525.69         | 73,943.28                      | -1,417.59                                    | -1.95%         |
| 52 - CONTRACTUAL                                      | 8,236.22                         | 3,028.84         | 5,207.38                                      | 63.23%         | 70,608.02         | 85,808.22                      | -15,200.20                                   | -21.53%        |
| 53 - GENERAL SERVICES                                 | 0.00                             | 14.58            | -14.58                                        | 0.00%          | 748.76            | 727.90                         | 20.86                                        | 2.79%          |
| <b>Department 107 - HUMAN RESOURCES Total:</b>        | <b>14,461.66</b>                 | <b>9,579.59</b>  | <b>4,882.07</b>                               | <b>33.76%</b>  | <b>143,882.47</b> | <b>160,479.40</b>              | <b>-16,596.93</b>                            | <b>-11.54%</b> |
| <b>Department: 108 - DOWNTOWN</b>                     |                                  |                  |                                               |                |                   |                                |                                              |                |
| 51 - PERSONNEL                                        | 5,913.34                         | 5,268.86         | 644.48                                        | 10.90%         | 61,295.27         | 52,924.04                      | 8,371.23                                     | 13.66%         |
| 52 - CONTRACTUAL                                      | 4,066.14                         | 634.22           | 3,431.92                                      | 84.40%         | 48,436.85         | 61,398.42                      | -12,961.57                                   | -26.76%        |
| 53 - GENERAL SERVICES                                 | 124.36                           | 0.00             | 124.36                                        | 100.00%        | 154.06            | 28,004.70                      | -27,850.64                                   | -18,077.79%    |
| 55 - CAPITAL OUTLAY                                   | 0.00                             | 0.00             | 0.00                                          | 0.00%          | 69,960.00         | 0.00                           | 69,960.00                                    | 100.00%        |
| <b>Department 108 - DOWNTOWN Total:</b>               | <b>10,103.84</b>                 | <b>5,903.08</b>  | <b>4,200.76</b>                               | <b>41.58%</b>  | <b>179,846.18</b> | <b>142,327.16</b>              | <b>37,519.02</b>                             | <b>20.86%</b>  |
| <b>Department: 201 - FINANCE</b>                      |                                  |                  |                                               |                |                   |                                |                                              |                |
| 51 - PERSONNEL                                        | 35,354.54                        | 40,081.64        | -4,727.10                                     | -13.37%        | 366,505.58        | 418,808.84                     | -52,303.26                                   | -14.27%        |
| 52 - CONTRACTUAL                                      | 10,679.92                        | 5,862.63         | 4,817.29                                      | 45.11%         | 102,775.32        | 78,564.89                      | 24,210.43                                    | 23.56%         |
| 53 - GENERAL SERVICES                                 | 279.61                           | 82.88            | 196.73                                        | 70.36%         | 983.11            | 1,032.47                       | -49.36                                       | -5.02%         |
| 54 - MACHINE & EQUIPMENT MAI                          | -268.24                          | 0.00             | -268.24                                       | -100.00%       | 75,144.19         | 129,094.95                     | -53,950.76                                   | -71.80%        |
| 55 - CAPITAL OUTLAY                                   | 0.00                             | 0.00             | 0.00                                          | 0.00%          | 0.00              | 35,330.00                      | -35,330.00                                   | 0.00%          |
| 56 - BANK CHARGES                                     | 100.00                           | 100.00           | 0.00                                          | 0.00%          | 1,816.52          | -1,466.63                      | 3,283.15                                     | 180.74%        |
| <b>Department 201 - FINANCE Total:</b>                | <b>46,145.83</b>                 | <b>46,127.15</b> | <b>18.68</b>                                  | <b>0.04%</b>   | <b>547,224.72</b> | <b>661,364.52</b>              | <b>-114,139.80</b>                           | <b>-20.86%</b> |
| <b>Department: 203 - INFORMATION TECHNOLOGY</b>       |                                  |                  |                                               |                |                   |                                |                                              |                |
| 51 - PERSONNEL                                        | 15,112.58                        | 16,178.26        | -1,065.68                                     | -7.05%         | 154,756.92        | 160,373.45                     | -5,616.53                                    | -3.63%         |
| 52 - CONTRACTUAL                                      | 97.99                            | 97.99            | 0.00                                          | 0.00%          | 1,419.23          | 3,929.83                       | -2,510.60                                    | -176.90%       |
| 53 - GENERAL SERVICES                                 | 3,187.96                         | 2,298.48         | 889.48                                        | 27.90%         | 36,060.88         | 52,950.45                      | -16,889.57                                   | -46.84%        |
| 54 - MACHINE & EQUIPMENT MAI                          | 1,734.18                         | 862.62           | 871.56                                        | 50.26%         | 169,019.81        | 212,245.96                     | -43,226.15                                   | -25.57%        |
| <b>Department 203 - INFORMATION TECHNOLOGY Total:</b> | <b>20,132.71</b>                 | <b>19,437.35</b> | <b>695.36</b>                                 | <b>3.45%</b>   | <b>361,256.84</b> | <b>429,499.69</b>              | <b>-68,242.85</b>                            | <b>-18.89%</b> |
| <b>Department: 204 - TAX</b>                          |                                  |                  |                                               |                |                   |                                |                                              |                |
| 52 - CONTRACTUAL                                      | 77.60                            | 89.60            | -12.00                                        | -15.46%        | 197,408.96        | 221,372.88                     | -23,963.92                                   | -12.14%        |
| <b>Department 204 - TAX Total:</b>                    | <b>77.60</b>                     | <b>89.60</b>     | <b>-12.00</b>                                 | <b>-15.46%</b> | <b>197,408.96</b> | <b>221,372.88</b>              | <b>-23,963.92</b>                            | <b>-12.14%</b> |

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| Categor...                                            | 2022-2023<br>July Activity | 2023-2024<br>July Activity +<br>Encumbrances | July Variance<br>Favorable /<br>(Unfavorable) | Variance %        | 2022-2023<br>YTD Activity | 2023-2024<br>YTD Activity +<br>Encumbrances | YTD Variance<br>Favorable /<br>(Unfavorable) | Variance %        |
|-------------------------------------------------------|----------------------------|----------------------------------------------|-----------------------------------------------|-------------------|---------------------------|---------------------------------------------|----------------------------------------------|-------------------|
| <b>Department: 301 - LEGAL COUNSEL</b>                |                            |                                              |                                               |                   |                           |                                             |                                              |                   |
| 51 - PERSONNEL                                        | 11,879.93                  | 10,876.06                                    | 1,003.87                                      | 8.45%             | 95,501.67                 | 100,637.36                                  | -5,135.69                                    | -5.38%            |
| 52 - CONTRACTUAL                                      | 0.00                       | 0.00                                         | 0.00                                          | 0.00%             | 498.93                    | 865.85                                      | -366.92                                      | -73.54%           |
| 53 - GENERAL SERVICES                                 | 0.00                       | 0.00                                         | 0.00                                          | 0.00%             | 10.81                     | 0.00                                        | 10.81                                        | 100.00%           |
| <b>Department 301 - LEGAL COUNSEL Total:</b>          | <b>11,879.93</b>           | <b>10,876.06</b>                             | <b>1,003.87</b>                               | <b>8.45%</b>      | <b>96,011.41</b>          | <b>101,503.21</b>                           | <b>-5,491.80</b>                             | <b>-5.72%</b>     |
| <b>Department: 302 - MUNICIPAL COURT</b>              |                            |                                              |                                               |                   |                           |                                             |                                              |                   |
| 51 - PERSONNEL                                        | 5,016.11                   | 4,796.40                                     | 219.71                                        | 4.38%             | 59,685.48                 | 67,913.26                                   | -8,227.78                                    | -13.79%           |
| 52 - CONTRACTUAL                                      | 3,626.46                   | 490.85                                       | 3,135.61                                      | 86.46%            | 36,545.13                 | 46,548.17                                   | -10,003.04                                   | -27.37%           |
| 53 - GENERAL SERVICES                                 | 947.39                     | 1,964.55                                     | -1,017.16                                     | -107.36%          | 9,856.07                  | 14,713.43                                   | -4,857.36                                    | -49.28%           |
| 54 - MACHINE & EQUIPMENT MAI                          | -2,451.45                  | 0.00                                         | -2,451.45                                     | -100.00%          | 7,386.02                  | 3,247.65                                    | 4,138.37                                     | 56.03%            |
| <b>Department 302 - MUNICIPAL COURT Total:</b>        | <b>7,138.51</b>            | <b>7,251.80</b>                              | <b>-113.29</b>                                | <b>-1.59%</b>     | <b>113,472.70</b>         | <b>132,422.51</b>                           | <b>-18,949.81</b>                            | <b>-16.70%</b>    |
| <b>Department: 402 - STREET MAINTENANCE</b>           |                            |                                              |                                               |                   |                           |                                             |                                              |                   |
| 51 - PERSONNEL                                        | 24,278.22                  | 29,599.68                                    | -5,321.46                                     | -21.92%           | 320,754.97                | 317,143.94                                  | 3,611.03                                     | 1.13%             |
| 52 - CONTRACTUAL                                      | 16,147.08                  | 17,069.52                                    | -922.44                                       | -5.71%            | 184,540.29                | 189,956.43                                  | -5,416.14                                    | -2.93%            |
| 53 - GENERAL SERVICES                                 | 3,586.22                   | 3,083.02                                     | 503.20                                        | 14.03%            | 34,951.40                 | 31,665.94                                   | 3,285.46                                     | 9.40%             |
| 54 - MACHINE & EQUIPMENT MAI                          | 9,930.28                   | 1,525.63                                     | 8,404.65                                      | 84.64%            | 61,627.51                 | 109,191.33                                  | -47,563.82                                   | -77.18%           |
| 55 - CAPITAL OUTLAY                                   | 0.00                       | 0.00                                         | 0.00                                          | 0.00%             | 0.00                      | 233,206.62                                  | -233,206.62                                  | 0.00%             |
| <b>Department 402 - STREET MAINTENANCE Total:</b>     | <b>53,941.80</b>           | <b>51,277.85</b>                             | <b>2,663.95</b>                               | <b>4.94%</b>      | <b>601,874.17</b>         | <b>881,164.26</b>                           | <b>-279,290.09</b>                           | <b>-46.40%</b>    |
| <b>Department: 501 - PARKS &amp; RECREATION</b>       |                            |                                              |                                               |                   |                           |                                             |                                              |                   |
| 51 - PERSONNEL                                        | 86,741.64                  | 81,859.26                                    | 4,882.38                                      | 5.63%             | 785,771.05                | 830,129.60                                  | -44,358.55                                   | -5.65%            |
| 52 - CONTRACTUAL                                      | 53,039.21                  | 52,789.41                                    | 249.80                                        | 0.47%             | 310,254.99                | 363,967.07                                  | -53,712.08                                   | -17.31%           |
| 53 - GENERAL SERVICES                                 | 12,501.68                  | 11,356.28                                    | 1,145.40                                      | 9.16%             | 156,332.31                | 155,941.48                                  | 390.83                                       | 0.25%             |
| 54 - MACHINE & EQUIPMENT MAI                          | 7,809.00                   | 9,720.04                                     | -1,911.04                                     | -24.47%           | 124,161.81                | 138,921.85                                  | -14,760.04                                   | -11.89%           |
| 55 - CAPITAL OUTLAY                                   | 0.00                       | 14,575.00                                    | -14,575.00                                    | 0.00%             | 273,328.14                | 377,991.07                                  | -104,662.93                                  | -38.29%           |
| 56 - BANK CHARGES                                     | 0.00                       | 0.00                                         | 0.00                                          | 0.00%             | 5.33                      | 0.00                                        | 5.33                                         | 100.00%           |
| 57 - DEBT SERVICE                                     | 0.00                       | 0.00                                         | 0.00                                          | 0.00%             | 52,039.40                 | 82,732.12                                   | -30,692.72                                   | -58.98%           |
| <b>Department 501 - PARKS &amp; RECREATION Total:</b> | <b>160,091.53</b>          | <b>170,299.99</b>                            | <b>-10,208.46</b>                             | <b>-6.38%</b>     | <b>1,701,893.03</b>       | <b>1,949,683.19</b>                         | <b>-247,790.16</b>                           | <b>-14.56%</b>    |
| <b>Department: 504 - LIBRARY</b>                      |                            |                                              |                                               |                   |                           |                                             |                                              |                   |
| 51 - PERSONNEL                                        | 16,022.74                  | 16,625.88                                    | -603.14                                       | -3.76%            | 165,229.69                | 171,252.87                                  | -6,023.18                                    | -3.65%            |
| 52 - CONTRACTUAL                                      | 3,402.04                   | 1,925.39                                     | 1,476.65                                      | 43.40%            | 17,930.18                 | 19,634.82                                   | -1,704.64                                    | -9.51%            |
| 53 - GENERAL SERVICES                                 | 1,840.96                   | 346.59                                       | 1,494.37                                      | 81.17%            | 23,231.88                 | 31,113.30                                   | -7,881.42                                    | -33.93%           |
| 54 - MACHINE & EQUIPMENT MAI                          | 9.49                       | 975.00                                       | -965.51                                       | -10,173.97%       | 3,686.41                  | 10,244.66                                   | -6,558.25                                    | -177.90%          |
| <b>Department 504 - LIBRARY Total:</b>                | <b>21,275.23</b>           | <b>19,872.86</b>                             | <b>1,402.37</b>                               | <b>6.59%</b>      | <b>210,078.16</b>         | <b>232,245.65</b>                           | <b>-22,167.49</b>                            | <b>-10.55%</b>    |
| <b>Department: 506 - SENIOR CENTER</b>                |                            |                                              |                                               |                   |                           |                                             |                                              |                   |
| 51 - PERSONNEL                                        | 6,238.62                   | 6,311.53                                     | -72.91                                        | -1.17%            | 64,205.51                 | 65,700.75                                   | -1,495.24                                    | -2.33%            |
| 52 - CONTRACTUAL                                      | 2,259.08                   | 2,832.07                                     | -572.99                                       | -25.36%           | 28,469.09                 | 36,384.42                                   | -7,915.33                                    | -27.80%           |
| 53 - GENERAL SERVICES                                 | 3,674.86                   | 1,287.64                                     | 2,387.22                                      | 64.96%            | 12,709.42                 | 19,198.19                                   | -6,488.77                                    | -51.05%           |
| 54 - MACHINE & EQUIPMENT MAI                          | 0.00                       | 217.29                                       | -217.29                                       | 0.00%             | 3,404.59                  | 9,699.63                                    | -6,295.04                                    | -184.90%          |
| 55 - CAPITAL OUTLAY                                   | 14,400.00                  | 1,775,360.62                                 | -1,760,960.62                                 | -12,228.89%       | 38,049.00                 | 1,856,960.62                                | -1,818,911.62                                | -4,780.45%        |
| <b>Department 506 - SENIOR CENTER Total:</b>          | <b>26,572.56</b>           | <b>1,786,009.15</b>                          | <b>-1,759,436.59</b>                          | <b>-6,621.25%</b> | <b>146,837.61</b>         | <b>1,987,943.61</b>                         | <b>-1,841,106.00</b>                         | <b>-1,253.84%</b> |

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| Categor...                                          | 2022-2023<br>July Activity | 2023-2024<br>July Activity +<br>Encumbrances | July Variance<br>Favorable /<br>(Unfavorable) | Variance %     | 2022-2023<br>YTD Activity | 2023-2024<br>YTD Activity +<br>Encumbrances | YTD Variance<br>Favorable /<br>(Unfavorable) | Variance %     |
|-----------------------------------------------------|----------------------------|----------------------------------------------|-----------------------------------------------|----------------|---------------------------|---------------------------------------------|----------------------------------------------|----------------|
| <b>Department: 507 - AQUATIC CENTER</b>             |                            |                                              |                                               |                |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 11,958.26                  | 39,863.77                                    | -27,905.51                                    | -233.36%       | 42,765.70                 | 86,271.83                                   | -43,506.13                                   | -101.73%       |
| 52 - CONTRACTUAL                                    | 5,152.57                   | 6,755.68                                     | -1,603.11                                     | -31.11%        | 38,186.11                 | 51,911.87                                   | -13,725.76                                   | -35.94%        |
| 53 - GENERAL SERVICES                               | 4,063.27                   | 7,753.76                                     | -3,690.49                                     | -90.83%        | 32,261.64                 | 32,437.76                                   | -176.12                                      | -0.55%         |
| 54 - MACHINE & EQUIPMENT MAI                        | 100,934.27                 | 20,298.21                                    | 80,636.06                                     | 79.89%         | 124,799.29                | 103,094.01                                  | 21,705.28                                    | 17.39%         |
| 55 - CAPITAL OUTLAY                                 | 7,037.00                   | 0.00                                         | 7,037.00                                      | 100.00%        | 7,037.00                  | 0.00                                        | 7,037.00                                     | 100.00%        |
| <b>Department 507 - AQUATIC CENTER Total:</b>       | <b>129,145.37</b>          | <b>74,671.42</b>                             | <b>54,473.95</b>                              | <b>42.18%</b>  | <b>245,049.74</b>         | <b>273,715.47</b>                           | <b>-28,665.73</b>                            | <b>-11.70%</b> |
| <b>Department: 601 - FIRE DEPARTMENT</b>            |                            |                                              |                                               |                |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 272,472.90                 | 276,329.14                                   | -3,856.24                                     | -1.42%         | 2,753,340.50              | 3,003,062.97                                | -249,722.47                                  | -9.07%         |
| 52 - CONTRACTUAL                                    | 7,570.80                   | 7,883.97                                     | -313.17                                       | -4.14%         | 218,217.45                | 176,998.47                                  | 41,218.98                                    | 18.89%         |
| 53 - GENERAL SERVICES                               | 19,183.60                  | 9,193.61                                     | 9,989.99                                      | 52.08%         | 218,130.28                | 236,298.99                                  | -18,168.71                                   | -8.33%         |
| 54 - MACHINE & EQUIPMENT MAI                        | 38,610.60                  | 4,902.37                                     | 33,708.23                                     | 87.30%         | 132,873.17                | 125,749.00                                  | 7,124.17                                     | 5.36%          |
| 55 - CAPITAL OUTLAY                                 | 13,264.68                  | 937.42                                       | 12,327.26                                     | 92.93%         | 530,709.69                | 266,961.03                                  | 263,748.66                                   | 49.70%         |
| 57 - DEBT SERVICE                                   | 31,040.39                  | 31,040.39                                    | 0.00                                          | 0.00%          | 168,976.30                | 168,976.30                                  | 0.00                                         | 0.00%          |
| <b>Department 601 - FIRE DEPARTMENT Total:</b>      | <b>382,142.97</b>          | <b>330,286.90</b>                            | <b>51,856.07</b>                              | <b>13.57%</b>  | <b>4,022,247.39</b>       | <b>3,978,046.76</b>                         | <b>44,200.63</b>                             | <b>1.10%</b>   |
| <b>Department: 701 - POLICE DEPARTMENT</b>          |                            |                                              |                                               |                |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 353,600.69                 | 379,487.65                                   | -25,886.96                                    | -7.32%         | 3,737,899.79              | 3,988,482.55                                | -250,582.76                                  | -6.70%         |
| 52 - CONTRACTUAL                                    | 29,140.06                  | 24,668.78                                    | 4,471.28                                      | 15.34%         | 348,092.89                | 370,749.71                                  | -22,656.82                                   | -6.51%         |
| 53 - GENERAL SERVICES                               | 16,472.78                  | 12,659.48                                    | 3,813.30                                      | 23.15%         | 222,436.59                | 191,186.24                                  | 31,250.35                                    | 14.05%         |
| 54 - MACHINE & EQUIPMENT MAI                        | 11,677.14                  | 9,979.49                                     | 1,697.65                                      | 14.54%         | 232,194.87                | 334,663.45                                  | -102,468.58                                  | -44.13%        |
| 55 - CAPITAL OUTLAY                                 | 61,787.55                  | -690.00                                      | 62,477.55                                     | 101.12%        | 1,206,901.49              | 705,196.31                                  | 501,705.18                                   | 41.57%         |
| 57 - DEBT SERVICE                                   | 0.00                       | 0.00                                         | 0.00                                          | 0.00%          | 306,072.02                | 348,297.04                                  | -42,225.02                                   | -13.80%        |
| <b>Department 701 - POLICE DEPARTMENT Total:</b>    | <b>472,678.22</b>          | <b>426,105.40</b>                            | <b>46,572.82</b>                              | <b>9.85%</b>   | <b>6,053,597.65</b>       | <b>5,938,575.30</b>                         | <b>115,022.35</b>                            | <b>1.90%</b>   |
| <b>Department: 801 - DEVELOPMENT SERVICES</b>       |                            |                                              |                                               |                |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 39,151.88                  | 37,731.04                                    | 1,420.84                                      | 3.63%          | 377,776.19                | 405,492.60                                  | -27,716.41                                   | -7.34%         |
| 52 - CONTRACTUAL                                    | 50,209.77                  | 4,784.11                                     | 45,425.66                                     | 90.47%         | 96,198.42                 | 220,891.74                                  | -124,693.32                                  | -129.62%       |
| 53 - GENERAL SERVICES                               | 1,048.38                   | 1,622.48                                     | -574.10                                       | -54.76%        | 12,188.41                 | 14,237.38                                   | -2,048.97                                    | -16.81%        |
| 54 - MACHINE & EQUIPMENT MAI                        | 86.44                      | 86.80                                        | -0.36                                         | -0.42%         | 10,793.10                 | 22,290.18                                   | -11,497.08                                   | -106.52%       |
| 55 - CAPITAL OUTLAY                                 | 0.00                       | 0.00                                         | 0.00                                          | 0.00%          | 40,567.50                 | 0.00                                        | 40,567.50                                    | 100.00%        |
| 58 - GRANT DISBURSEMENTS                            | 0.00                       | 0.00                                         | 0.00                                          | 0.00%          | 5,000.00                  | 0.00                                        | 5,000.00                                     | 100.00%        |
| <b>Department 801 - DEVELOPMENT SERVICES Total:</b> | <b>90,496.47</b>           | <b>44,224.43</b>                             | <b>46,272.04</b>                              | <b>51.13%</b>  | <b>542,523.62</b>         | <b>662,911.90</b>                           | <b>-120,388.28</b>                           | <b>-22.19%</b> |
| <b>Department: 804 - GIS</b>                        |                            |                                              |                                               |                |                           |                                             |                                              |                |
| 51 - PERSONNEL                                      | 5,851.42                   | 6,464.58                                     | -613.16                                       | -10.48%        | 57,049.05                 | 67,313.68                                   | -10,264.63                                   | -17.99%        |
| 52 - CONTRACTUAL                                    | 0.00                       | 0.00                                         | 0.00                                          | 0.00%          | 9,465.58                  | 2,155.96                                    | 7,309.62                                     | 77.22%         |
| 53 - GENERAL SERVICES                               | 174.64                     | 0.00                                         | 174.64                                        | 100.00%        | 181.12                    | 2,543.08                                    | -2,361.96                                    | -1,304.09%     |
| 54 - MACHINE & EQUIPMENT MAI                        | 0.00                       | 849.00                                       | -849.00                                       | 0.00%          | 1,064.94                  | 29,911.89                                   | -28,846.95                                   | -2,708.79%     |
| <b>Department 804 - GIS Total:</b>                  | <b>6,026.06</b>            | <b>7,313.58</b>                              | <b>-1,287.52</b>                              | <b>-21.37%</b> | <b>67,760.69</b>          | <b>101,924.61</b>                           | <b>-34,163.92</b>                            | <b>-50.42%</b> |
| <b>Department: 900 - TRANSFERS</b>                  |                            |                                              |                                               |                |                           |                                             |                                              |                |
| 57 - DEBT SERVICE                                   | 73,863.54                  | 73,863.54                                    | 0.00                                          | 0.00%          | 73,863.54                 | 73,863.54                                   | 0.00                                         | 0.00%          |
| 59 - TRANSFER                                       | 0.00                       | 0.00                                         | 0.00                                          | 0.00%          | 1,771,322.00              | 1,493,383.00                                | 277,939.00                                   | 15.69%         |

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| Categor...                        | 2022-2023     | 2023-2024                       | July Variance                | Variance % | 2022-2023     | 2023-2024                      | YTD Variance                 | Variance % |
|-----------------------------------|---------------|---------------------------------|------------------------------|------------|---------------|--------------------------------|------------------------------|------------|
|                                   | July Activity | July Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |            | YTD Activity  | YTD Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |            |
| Department 900 - TRANSFERS Total: | 73,863.54     | 73,863.54                       | 0.00                         | 0.00%      | 1,845,185.54  | 1,567,246.54                   | 277,939.00                   | 15.06%     |
| Expense Total:                    | 1,629,091.32  | 3,127,661.71                    | -1,498,570.39                | -91.99%    | 18,819,830.40 | 20,480,746.09                  | -1,660,915.69                | -8.83%     |
| Fund 01 Surplus (Deficit):        | -643,840.28   | -1,969,341.10                   | -1,325,500.82                | -205.87%   | 1,782,499.90  | 1,232,305.99                   | -550,193.91                  | -30.87%    |

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| Categor...                                              | 2022-2024                  |                                 |                                               |                | 2023-2024                 |                                |                                              |               |
|---------------------------------------------------------|----------------------------|---------------------------------|-----------------------------------------------|----------------|---------------------------|--------------------------------|----------------------------------------------|---------------|
|                                                         | 2022-2023<br>July Activity | July Activity +<br>Encumbrances | July Variance<br>Favorable /<br>(Unfavorable) | Variance %     | 2022-2023<br>YTD Activity | YTD Activity +<br>Encumbrances | YTD Variance<br>Favorable /<br>(Unfavorable) | Variance %    |
| <b>Fund: 02 - WATER AND WASTEWATER FUND</b>             |                            |                                 |                                               |                |                           |                                |                                              |               |
| <b>Revenue</b>                                          |                            |                                 |                                               |                |                           |                                |                                              |               |
| 41 - LICENSES AND PERMITS                               | 0.00                       | 0.00                            | 0.00                                          | 0.00%          | 1,274.45                  | 1,805.78                       | 531.33                                       | 41.69%        |
| 43 - INTERGOVERNMENTAL                                  | 0.00                       | 0.00                            | 0.00                                          | 0.00%          | 24,000.00                 | 0.00                           | -24,000.00                                   | -100.00%      |
| 44 - CHARGES FOR SERVICES                               | 946,193.54                 | 989,259.06                      | 43,065.52                                     | 4.55%          | 8,827,706.10              | 9,185,932.49                   | 358,226.39                                   | 4.06%         |
| 45 - OTHER REVENUE                                      | 158,479.26                 | 33,741.80                       | -124,737.46                                   | -78.71%        | 1,456,196.29              | 991,557.22                     | -464,639.07                                  | -31.91%       |
| 49 - TRANSFER                                           | 0.00                       | 0.00                            | 0.00                                          | 0.00%          | 82,662.00                 | 94,582.00                      | 11,920.00                                    | 14.42%        |
| <b>Revenue Total:</b>                                   | <b>1,104,672.80</b>        | <b>1,023,000.86</b>             | <b>-81,671.94</b>                             | <b>-7.39%</b>  | <b>10,391,838.84</b>      | <b>10,273,877.49</b>           | <b>-117,961.35</b>                           | <b>-1.14%</b> |
| <b>Expense</b>                                          |                            |                                 |                                               |                |                           |                                |                                              |               |
| <b>Department: 000 - UTILITIES ADMINISTRATION</b>       |                            |                                 |                                               |                |                           |                                |                                              |               |
| 51 - PERSONNEL                                          | 55,780.34                  | 51,378.16                       | 4,402.18                                      | 7.89%          | 551,975.14                | 586,879.98                     | -34,904.84                                   | -6.32%        |
| 52 - CONTRACTUAL                                        | 988.64                     | 1,248.66                        | -260.02                                       | -26.30%        | 17,077.31                 | 25,306.73                      | -8,229.42                                    | -48.19%       |
| 53 - GENERAL SERVICES                                   | 0.00                       | 365.36                          | -365.36                                       | 0.00%          | 1,348.17                  | 5,515.36                       | -4,167.19                                    | -309.10%      |
| 54 - MACHINE & EQUIPMENT MAI                            | 62.61                      | 666.78                          | -604.17                                       | -964.97%       | 62.61                     | 3,522.61                       | -3,460.00                                    | -5,526.27%    |
| 55 - CAPITAL OUTLAY                                     | 7,213.54                   | 0.00                            | 7,213.54                                      | 100.00%        | 3,114,095.24              | 2,055,163.60                   | 1,058,931.64                                 | 34.00%        |
| <b>Department 000 - UTILITIES ADMINISTRATION Total:</b> | <b>64,045.13</b>           | <b>53,658.96</b>                | <b>10,386.17</b>                              | <b>16.22%</b>  | <b>3,684,558.47</b>       | <b>2,676,388.28</b>            | <b>1,008,170.19</b>                          | <b>27.36%</b> |
| <b>Department: 001 - WATER PRODUCTION</b>               |                            |                                 |                                               |                |                           |                                |                                              |               |
| 51 - PERSONNEL                                          | 18,041.13                  | 17,538.31                       | 502.82                                        | 2.79%          | 193,146.69                | 203,520.19                     | -10,373.50                                   | -5.37%        |
| 52 - CONTRACTUAL                                        | 14,488.49                  | 59,519.60                       | -45,031.11                                    | -310.81%       | 572,568.71                | 611,120.13                     | -38,551.42                                   | -6.73%        |
| 53 - GENERAL SERVICES                                   | 809.38                     | 624.38                          | 185.00                                        | 22.86%         | 11,602.11                 | 9,283.71                       | 2,318.40                                     | 19.98%        |
| 54 - MACHINE & EQUIPMENT MAI                            | 23,533.59                  | 37,397.75                       | -13,864.16                                    | -58.91%        | 178,219.77                | 184,750.05                     | -6,530.28                                    | -3.66%        |
| 55 - CAPITAL OUTLAY                                     | 117,701.49                 | 0.00                            | 117,701.49                                    | 100.00%        | 3,736,120.29              | 1,414,600.97                   | 2,321,519.32                                 | 62.14%        |
| <b>Department 001 - WATER PRODUCTION Total:</b>         | <b>174,574.08</b>          | <b>115,080.04</b>               | <b>59,494.04</b>                              | <b>34.08%</b>  | <b>4,691,657.57</b>       | <b>2,423,275.05</b>            | <b>2,268,382.52</b>                          | <b>48.35%</b> |
| <b>Department: 002 - WATER DISTRIBUTION</b>             |                            |                                 |                                               |                |                           |                                |                                              |               |
| 51 - PERSONNEL                                          | 5,405.15                   | 12,019.03                       | -6,613.88                                     | -122.36%       | 72,337.77                 | 111,461.55                     | -39,123.78                                   | -54.08%       |
| 52 - CONTRACTUAL                                        | 9,279.66                   | 8,106.82                        | 1,172.84                                      | 12.64%         | 91,330.56                 | 124,116.94                     | -32,786.38                                   | -35.90%       |
| 53 - GENERAL SERVICES                                   | 1,817.68                   | 12,788.13                       | -10,970.45                                    | -603.54%       | 52,974.19                 | 51,528.43                      | 1,445.76                                     | 2.73%         |
| 54 - MACHINE & EQUIPMENT MAI                            | 10,120.11                  | 24,340.23                       | -14,220.12                                    | -140.51%       | 167,354.88                | 148,051.56                     | 19,303.32                                    | 11.53%        |
| 55 - CAPITAL OUTLAY                                     | 101,158.51                 | 0.00                            | 101,158.51                                    | 100.00%        | 2,669,947.95              | 569,129.87                     | 2,100,818.08                                 | 78.68%        |
| <b>Department 002 - WATER DISTRIBUTION Total:</b>       | <b>127,781.11</b>          | <b>57,254.21</b>                | <b>70,526.90</b>                              | <b>55.19%</b>  | <b>3,053,945.35</b>       | <b>1,004,288.35</b>            | <b>2,049,657.00</b>                          | <b>67.12%</b> |
| <b>Department: 003 - CUSTOMER SERVICE</b>               |                            |                                 |                                               |                |                           |                                |                                              |               |
| 51 - PERSONNEL                                          | 10,979.90                  | 13,339.43                       | -2,359.53                                     | -21.49%        | 144,784.19                | 131,129.26                     | 13,654.93                                    | 9.43%         |
| 52 - CONTRACTUAL                                        | 250.62                     | 4,627.30                        | -4,376.68                                     | -1,746.34%     | 75,198.81                 | 50,253.03                      | 24,945.78                                    | 33.17%        |
| 53 - GENERAL SERVICES                                   | 592.11                     | 889.91                          | -297.80                                       | -50.29%        | 8,819.72                  | 10,426.57                      | -1,606.85                                    | -18.22%       |
| 54 - MACHINE & EQUIPMENT MAI                            | 941.97                     | 355.64                          | 586.33                                        | 62.25%         | 84,444.83                 | 90,552.75                      | -6,107.92                                    | -7.23%        |
| <b>Department 003 - CUSTOMER SERVICE Total:</b>         | <b>12,764.60</b>           | <b>19,212.28</b>                | <b>-6,447.68</b>                              | <b>-50.51%</b> | <b>313,247.55</b>         | <b>282,361.61</b>              | <b>30,885.94</b>                             | <b>9.86%</b>  |
| <b>Department: 011 - WASTEWATER COLLECTION</b>          |                            |                                 |                                               |                |                           |                                |                                              |               |
| 51 - PERSONNEL                                          | 20,782.68                  | 23,561.01                       | -2,778.33                                     | -13.37%        | 202,781.86                | 200,750.52                     | 2,031.34                                     | 1.00%         |
| 52 - CONTRACTUAL                                        | 116.49                     | 61,228.49                       | -61,112.00                                    | -52,461.16%    | 9,301.44                  | 121,384.86                     | -112,083.42                                  | -1,205.01%    |
| 53 - GENERAL SERVICES                                   | 415.77                     | 1,315.34                        | -899.57                                       | -216.36%       | 9,321.59                  | 10,911.87                      | -1,590.28                                    | -17.06%       |



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| Categor...                                              | 2022-2023           | 2023-2024                    | July Variance             | Variance %     | 2022-2023             | 2023-2024                   | YTD Variance              | Variance %      |
|---------------------------------------------------------|---------------------|------------------------------|---------------------------|----------------|-----------------------|-----------------------------|---------------------------|-----------------|
|                                                         | July Activity       | July Activity + Encumbrances | Favorable / (Unfavorable) |                | YTD Activity          | YTD Activity + Encumbrances | Favorable / (Unfavorable) |                 |
| 54 - MACHINE & EQUIPMENT MAI                            | 2,646.00            | 1,501.65                     | 1,144.35                  | 43.25%         | 36,091.60             | 95,704.54                   | -59,612.94                | -165.17%        |
| 55 - CAPITAL OUTLAY                                     | 661,335.78          | 127.11                       | 661,208.67                | 99.98%         | 2,737,635.95          | 15,859,466.70               | -13,121,830.75            | -479.31%        |
| <b>Department 011 - WASTEWATER COLLECTION Total:</b>    | <b>685,296.72</b>   | <b>87,733.60</b>             | <b>597,563.12</b>         | <b>87.20%</b>  | <b>2,995,132.44</b>   | <b>16,288,218.49</b>        | <b>-13,293,086.05</b>     | <b>-443.82%</b> |
| <b>Department: 012 - WASTEWATER TREATMENT</b>           |                     |                              |                           |                |                       |                             |                           |                 |
| 52 - CONTRACTUAL                                        | 87,984.20           | 10,508.53                    | 77,475.67                 | 88.06%         | 899,485.32            | 1,116,744.94                | -217,259.62               | -24.15%         |
| 54 - MACHINE & EQUIPMENT MAI                            | 600.32              | 34,508.86                    | -33,908.54                | -5,648.41%     | 207,327.21            | 113,808.00                  | 93,519.21                 | 45.11%          |
| 55 - CAPITAL OUTLAY                                     | 0.00                | 0.00                         | 0.00                      | 0.00%          | 0.00                  | 317,055.65                  | -317,055.65               | 0.00%           |
| <b>Department 012 - WASTEWATER TREATMENT Total:</b>     | <b>88,584.52</b>    | <b>45,017.39</b>             | <b>43,567.13</b>          | <b>49.18%</b>  | <b>1,106,812.53</b>   | <b>1,547,608.59</b>         | <b>-440,796.06</b>        | <b>-39.83%</b>  |
| <b>Department: 020 - BILLING &amp; COLLECTION</b>       |                     |                              |                           |                |                       |                             |                           |                 |
| 51 - PERSONNEL                                          | 7,161.08            | 6,995.17                     | 165.91                    | 2.32%          | 68,209.17             | 71,776.03                   | -3,566.86                 | -5.23%          |
| 52 - CONTRACTUAL                                        | 11,240.78           | 125.78                       | 11,115.00                 | 98.88%         | 108,668.58            | 96,939.15                   | 11,729.43                 | 10.79%          |
| 53 - GENERAL SERVICES                                   | 21,833.13           | 41,971.58                    | -20,138.45                | -92.24%        | 210,871.55            | 374,380.34                  | -163,508.79               | -77.54%         |
| 54 - MACHINE & EQUIPMENT MAI                            | -1,718.38           | 0.00                         | -1,718.38                 | -100.00%       | 53,921.84             | 42,130.00                   | 11,791.84                 | 21.87%          |
| <b>Department 020 - BILLING &amp; COLLECTION Total:</b> | <b>38,516.61</b>    | <b>49,092.53</b>             | <b>-10,575.92</b>         | <b>-27.46%</b> | <b>441,671.14</b>     | <b>585,225.52</b>           | <b>-143,554.38</b>        | <b>-32.50%</b>  |
| <b>Department: 901 - NON-DEPARTMENTAL</b>               |                     |                              |                           |                |                       |                             |                           |                 |
| 52 - CONTRACTUAL                                        | 58,054.46           | 69,476.95                    | -11,422.49                | -19.68%        | 608,841.09            | 653,351.80                  | -44,510.71                | -7.31%          |
| 56 - BANK CHARGES                                       | 6.76                | 275.00                       | -268.24                   | -3,968.05%     | 467.70                | 852.39                      | -384.69                   | -82.25%         |
| 57 - DEBT SERVICE                                       | 0.00                | 0.00                         | 0.00                      | 0.00%          | 2,303,309.64          | 2,316,746.52                | -13,436.88                | -0.58%          |
| 59 - TRANSFER                                           | 0.00                | 0.00                         | 0.00                      | 0.00%          | 1,501,863.00          | 1,608,217.00                | -106,354.00               | -7.08%          |
| <b>Department 901 - NON-DEPARTMENTAL Total:</b>         | <b>58,061.22</b>    | <b>69,751.95</b>             | <b>-11,690.73</b>         | <b>-20.14%</b> | <b>4,414,481.43</b>   | <b>4,579,167.71</b>         | <b>-164,686.28</b>        | <b>-3.73%</b>   |
| <b>Expense Total:</b>                                   | <b>1,249,623.99</b> | <b>496,800.96</b>            | <b>752,823.03</b>         | <b>60.24%</b>  | <b>20,701,506.48</b>  | <b>29,386,533.60</b>        | <b>-8,685,027.12</b>      | <b>-41.95%</b>  |
| <b>Fund 02 Surplus (Deficit):</b>                       | <b>-144,951.19</b>  | <b>526,199.90</b>            | <b>671,151.09</b>         | <b>463.02%</b> | <b>-10,309,667.64</b> | <b>-19,112,656.11</b>       | <b>-8,802,988.47</b>      | <b>-85.39%</b>  |

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For the Period Ending 07/

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| Categor...                               | 2022-2023         | 2023-2024                    | July Variance             | Variance %     | 2022-2023           | 2023-2024                   | YTD Variance              | Variance %     |
|------------------------------------------|-------------------|------------------------------|---------------------------|----------------|---------------------|-----------------------------|---------------------------|----------------|
|                                          | July Activity     | July Activity + Encumbrances | Favorable / (Unfavorable) |                | YTD Activity        | YTD Activity + Encumbrances | Favorable / (Unfavorable) |                |
| <b>Fund: 03 - SANITARY LANDFILL FUND</b> |                   |                              |                           |                |                     |                             |                           |                |
| <b>Revenue</b>                           |                   |                              |                           |                |                     |                             |                           |                |
| 44 - CHARGES FOR SERVICES                | 109,888.46        | 190,544.29                   | 80,655.83                 | 73.40%         | 1,085,743.46        | 1,261,664.69                | 175,921.23                | 16.20%         |
| 45 - OTHER REVENUE                       | 8,444.38          | 11,811.98                    | 3,367.60                  | 39.88%         | 1,258,259.51        | 203,919.33                  | -1,054,340.18             | -83.79%        |
| <b>Revenue Total:</b>                    | <b>118,332.84</b> | <b>202,356.27</b>            | <b>84,023.43</b>          | <b>71.01%</b>  | <b>2,344,002.97</b> | <b>1,465,584.02</b>         | <b>-878,418.95</b>        | <b>-37.48%</b> |
| <b>Expense</b>                           |                   |                              |                           |                |                     |                             |                           |                |
| <b>Department: 030 - LANDFILL</b>        |                   |                              |                           |                |                     |                             |                           |                |
| 51 - PERSONNEL                           | 21,250.95         | 17,369.03                    | 3,881.92                  | 18.27%         | 230,222.00          | 243,039.28                  | -12,817.28                | -5.57%         |
| 52 - CONTRACTUAL                         | 7,822.45          | 7,532.65                     | 289.80                    | 3.70%          | 118,180.42          | 122,235.57                  | -4,055.15                 | -3.43%         |
| 53 - GENERAL SERVICES                    | 10,060.50         | 9,305.52                     | 754.98                    | 7.50%          | 127,700.50          | 98,864.45                   | 28,836.05                 | 22.58%         |
| 54 - MACHINE & EQUIPMENT MAI             | 1,101.45          | 734.20                       | 367.25                    | 33.34%         | 92,429.91           | 115,291.70                  | -22,861.79                | -24.73%        |
| 55 - CAPITAL OUTLAY                      | 13,785.87         | 0.00                         | 13,785.87                 | 100.00%        | 1,203,616.94        | 46,608.09                   | 1,157,008.85              | 96.13%         |
| 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              | 0.00                         | 0.00                      | 0.00%          | 76,432.00           | 96,642.00                   | -20,210.00                | -26.44%        |
| <b>Department 030 - LANDFILL Total:</b>  | <b>54,021.22</b>  | <b>34,941.40</b>             | <b>19,079.82</b>          | <b>35.32%</b>  | <b>2,045,201.44</b> | <b>919,300.76</b>           | <b>1,125,900.68</b>       | <b>55.05%</b>  |
| <b>Expense Total:</b>                    | <b>54,021.22</b>  | <b>34,941.40</b>             | <b>19,079.82</b>          | <b>35.32%</b>  | <b>2,045,201.44</b> | <b>919,300.76</b>           | <b>1,125,900.68</b>       | <b>55.05%</b>  |
| <b>Fund 03 Surplus (Deficit):</b>        | <b>64,311.62</b>  | <b>167,414.87</b>            | <b>103,103.25</b>         | <b>160.32%</b> | <b>298,801.53</b>   | <b>546,283.26</b>           | <b>247,481.73</b>         | <b>82.82%</b>  |

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| Categor...                             | 2022-2023         | 2023-2024                    | July Variance             | Variance %     | 2022-2023         | 2023-2024                   | YTD Variance              | Variance %      |
|----------------------------------------|-------------------|------------------------------|---------------------------|----------------|-------------------|-----------------------------|---------------------------|-----------------|
|                                        | July Activity     | July Activity + Encumbrances | Favorable / (Unfavorable) |                | YTD Activity      | YTD Activity + Encumbrances | Favorable / (Unfavorable) |                 |
| <b>Fund: 04 - AIRPORT FUND</b>         |                   |                              |                           |                |                   |                             |                           |                 |
| <b>Revenue</b>                         |                   |                              |                           |                |                   |                             |                           |                 |
| 43 - INTERGOVERNMENTAL                 | 0.00              | 12,042.00                    | 12,042.00                 | 0.00%          | 0.00              | 28,433.87                   | 28,433.87                 | 0.00%           |
| 44 - CHARGES FOR SERVICES              | 8,714.31          | 8,324.95                     | -389.36                   | -4.47%         | 111,809.20        | 111,189.66                  | -619.54                   | -0.55%          |
| 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              | 0.00                         | 0.00                      | 0.00%          | 297,325.00        | 77,091.00                   | -220,234.00               | -74.07%         |
| <b>Revenue Total:</b>                  | <b>8,714.31</b>   | <b>20,366.95</b>             | <b>11,652.64</b>          | <b>133.72%</b> | <b>409,134.20</b> | <b>219,564.53</b>           | <b>-189,569.67</b>        | <b>-46.33%</b>  |
| <b>Expense</b>                         |                   |                              |                           |                |                   |                             |                           |                 |
| <b>Department: 040 - AIRPORT</b>       |                   |                              |                           |                |                   |                             |                           |                 |
| 51 - PERSONNEL                         | 1,032.37          | 5,786.04                     | -4,753.67                 | -460.46%       | 8,490.52          | 58,269.17                   | -49,778.65                | -586.29%        |
| 52 - CONTRACTUAL                       | 3,576.05          | 3,730.82                     | -154.77                   | -4.33%         | 46,883.25         | 55,673.62                   | -8,790.37                 | -18.75%         |
| 53 - GENERAL SERVICES                  | 0.00              | 1,009.39                     | -1,009.39                 | 0.00%          | 671.59            | 1,685.30                    | -1,013.71                 | -150.94%        |
| 54 - MACHINE & EQUIPMENT MAINTENANCE   | 335.00            | 8,697.85                     | -8,362.85                 | -2,496.37%     | 10,576.70         | 37,950.08                   | -27,373.38                | -258.81%        |
| 55 - CAPITAL OUTLAY                    | 23,373.56         | 1,467.00                     | 21,906.56                 | 93.72%         | 44,970.50         | 773,318.73                  | -728,348.23               | -1,619.61%      |
| <b>Department 040 - AIRPORT Total:</b> | <b>28,316.98</b>  | <b>20,691.10</b>             | <b>7,625.88</b>           | <b>26.93%</b>  | <b>111,592.56</b> | <b>926,896.90</b>           | <b>-815,304.34</b>        | <b>-730.61%</b> |
| <b>Expense Total:</b>                  | <b>28,316.98</b>  | <b>20,691.10</b>             | <b>7,625.88</b>           | <b>26.93%</b>  | <b>111,592.56</b> | <b>926,896.90</b>           | <b>-815,304.34</b>        | <b>-730.61%</b> |
| <b>Fund 04 Surplus (Deficit):</b>      | <b>-19,602.67</b> | <b>-324.15</b>               | <b>19,278.52</b>          | <b>98.35%</b>  | <b>297,541.64</b> | <b>-707,332.37</b>          | <b>-1,004,874.01</b>      | <b>-337.73%</b> |

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| Categor...                                          | 2022-2023        | 2023-2024                    | July Variance             | Variance %      | 2022-2023         | 2023-2024                   | YTD Variance              | Variance %      |
|-----------------------------------------------------|------------------|------------------------------|---------------------------|-----------------|-------------------|-----------------------------|---------------------------|-----------------|
|                                                     | July Activity    | July Activity + Encumbrances | Favorable / (Unfavorable) |                 | YTD Activity      | YTD Activity + Encumbrances | Favorable / (Unfavorable) |                 |
| <b>Fund: 05 - STORM WATER DRAINAGE FUND</b>         |                  |                              |                           |                 |                   |                             |                           |                 |
| <b>Revenue</b>                                      |                  |                              |                           |                 |                   |                             |                           |                 |
| 41 - LICENSES AND PERMITS                           | 0.00             | 0.00                         | 0.00                      | 0.00%           | 17,787.92         | 17,968.47                   | 180.55                    | 1.02%           |
| 44 - CHARGES FOR SERVICES                           | 83,237.64        | 83,793.37                    | 555.73                    | 0.67%           | 835,273.67        | 834,221.74                  | -1,051.93                 | -0.13%          |
| 45 - OTHER REVENUE                                  | 3,705.44         | 5,191.91                     | 1,486.47                  | 40.12%          | 30,133.00         | 49,519.85                   | 19,386.85                 | 64.34%          |
| <b>Revenue Total:</b>                               | <b>86,943.08</b> | <b>88,985.28</b>             | <b>2,042.20</b>           | <b>2.35%</b>    | <b>883,194.59</b> | <b>901,710.06</b>           | <b>18,515.47</b>          | <b>2.10%</b>    |
| <b>Expense</b>                                      |                  |                              |                           |                 |                   |                             |                           |                 |
| <b>Department: 050 - STORM WATER DRAINAGE</b>       |                  |                              |                           |                 |                   |                             |                           |                 |
| 52 - CONTRACTUAL                                    | 13,590.34        | 0.00                         | 13,590.34                 | 100.00%         | 123,589.18        | 164,935.93                  | -41,346.75                | -33.45%         |
| 54 - MACHINE & EQUIPMENT MAINTENANCE                | 0.00             | 43,963.00                    | -43,963.00                | 0.00%           | 29,110.12         | 44,763.00                   | -15,652.88                | -53.77%         |
| 55 - CAPITAL OUTLAY                                 | 0.00             | 23,360.80                    | -23,360.80                | 0.00%           | 0.00              | 99,547.79                   | -99,547.79                | 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             | 0.00                         | 0.00                      | 0.00%           | 228,491.00        | 265,727.00                  | -37,236.00                | -16.30%         |
| <b>Department 050 - STORM WATER DRAINAGE Total:</b> | <b>13,590.34</b> | <b>67,323.80</b>             | <b>-53,733.46</b>         | <b>-395.38%</b> | <b>784,355.09</b> | <b>982,288.72</b>           | <b>-197,933.63</b>        | <b>-25.24%</b>  |
| <b>Expense Total:</b>                               | <b>13,590.34</b> | <b>67,323.80</b>             | <b>-53,733.46</b>         | <b>-395.38%</b> | <b>784,355.09</b> | <b>982,288.72</b>           | <b>-197,933.63</b>        | <b>-25.24%</b>  |
| <b>Fund 05 Surplus (Deficit):</b>                   | <b>73,352.74</b> | <b>21,661.48</b>             | <b>-51,691.26</b>         | <b>-70.47%</b>  | <b>98,839.50</b>  | <b>-80,578.66</b>           | <b>-179,418.16</b>        | <b>-181.52%</b> |

Prior-Year Comparative Income Statement

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| Categor...                                 | 2022-2023        | 2023-2024                    | July Variance             | Variance %    | 2022-2023         | 2023-2024                   | YTD Variance              | Variance %     |
|--------------------------------------------|------------------|------------------------------|---------------------------|---------------|-------------------|-----------------------------|---------------------------|----------------|
|                                            | July Activity    | July Activity + Encumbrances | Favorable / (Unfavorable) |               | YTD Activity      | YTD Activity + Encumbrances | Favorable / (Unfavorable) |                |
| <b>Fund: 07 - HOTEL OCCUPANCY TAX FUND</b> |                  |                              |                           |               |                   |                             |                           |                |
| <b>Revenue</b>                             |                  |                              |                           |               |                   |                             |                           |                |
| 40 - TAXES                                 | 68,105.07        | 95,851.47                    | 27,746.40                 | 40.74%        | 650,082.25        | 717,209.38                  | 67,127.13                 | 10.33%         |
| 44 - CHARGES FOR SERVICES                  | 23,400.00        | 945.00                       | -22,455.00                | -95.96%       | 61,202.49         | 31,245.95                   | -29,956.54                | -48.95%        |
| 45 - OTHER REVENUE                         | 5,615.95         | 7,576.08                     | 1,960.13                  | 34.90%        | 40,133.77         | 66,039.83                   | 25,906.06                 | 64.55%         |
| <b>Revenue Total:</b>                      | <b>97,121.02</b> | <b>104,372.55</b>            | <b>7,251.53</b>           | <b>7.47%</b>  | <b>751,418.51</b> | <b>814,495.16</b>           | <b>63,076.65</b>          | <b>8.39%</b>   |
| <b>Expense</b>                             |                  |                              |                           |               |                   |                             |                           |                |
| <b>Department: 070 - TOURISM</b>           |                  |                              |                           |               |                   |                             |                           |                |
| 51 - PERSONNEL                             | 5,171.20         | 5,623.14                     | -451.94                   | -8.74%        | 52,384.56         | 55,882.91                   | -3,498.35                 | -6.68%         |
| 52 - CONTRACTUAL                           | 5,300.14         | 4,321.15                     | 978.99                    | 18.47%        | 78,261.59         | 76,648.84                   | 1,612.75                  | 2.06%          |
| 53 - GENERAL SERVICES                      | 684.80           | 0.00                         | 684.80                    | 100.00%       | 1,227.41          | 438.97                      | 788.44                    | 64.24%         |
| 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                   | 17,251.02        | 5,326.81                     | 11,924.21                 | 69.12%        | 224,340.69        | 318,189.54                  | -93,848.85                | -41.83%        |
| <b>Department 070 - TOURISM Total:</b>     | <b>28,407.16</b> | <b>15,271.10</b>             | <b>13,136.06</b>          | <b>46.24%</b> | <b>455,766.75</b> | <b>552,510.26</b>           | <b>-96,743.51</b>         | <b>-21.23%</b> |
| <b>Expense Total:</b>                      | <b>28,407.16</b> | <b>15,271.10</b>             | <b>13,136.06</b>          | <b>46.24%</b> | <b>455,766.75</b> | <b>552,510.26</b>           | <b>-96,743.51</b>         | <b>-21.23%</b> |
| <b>Fund 07 Surplus (Deficit):</b>          | <b>68,713.86</b> | <b>89,101.45</b>             | <b>20,387.59</b>          | <b>29.67%</b> | <b>295,651.76</b> | <b>261,984.90</b>           | <b>-33,666.86</b>         | <b>-11.39%</b> |

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| Categor...                                  | 2022-2023       | 2023-2024                       | July Variance                | Variance %    | 2022-2023           | 2023-2024                      | YTD Variance                 | Variance %      |
|---------------------------------------------|-----------------|---------------------------------|------------------------------|---------------|---------------------|--------------------------------|------------------------------|-----------------|
|                                             | July Activity   | July Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |               | YTD Activity        | YTD Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |                 |
| <b>Fund: 08 - DEBT SERVICE FUND</b>         |                 |                                 |                              |               |                     |                                |                              |                 |
| <b>Revenue</b>                              |                 |                                 |                              |               |                     |                                |                              |                 |
| 40 - TAXES                                  | 886.01          | 1,272.68                        | 386.67                       | 43.64%        | 264,403.28          | 304,019.65                     | 39,616.37                    | 14.98%          |
| 45 - OTHER REVENUE                          | 270.51          | 122.34                          | -148.17                      | -54.77%       | 2,480.29            | 1,224.31                       | -1,255.98                    | -50.64%         |
| 49 - TRANSFER                               | 0.00            | 0.00                            | 0.00                         | 0.00%         | 823,850.00          | 0.00                           | -823,850.00                  | -100.00%        |
| <b>Revenue Total:</b>                       | <b>1,156.52</b> | <b>1,395.02</b>                 | <b>238.50</b>                | <b>20.62%</b> | <b>1,090,733.57</b> | <b>305,243.96</b>              | <b>-785,489.61</b>           | <b>-72.01%</b>  |
| <b>Expense</b>                              |                 |                                 |                              |               |                     |                                |                              |                 |
| <b>Department: 080 - DEBT SERVICE</b>       |                 |                                 |                              |               |                     |                                |                              |                 |
| 56 - BANK CHARGES                           | 0.00            | 0.00                            | 0.00                         | 0.00%         | 300.00              | 300.00                         | 0.00                         | 0.00%           |
| 57 - DEBT SERVICE                           | 0.00            | 0.00                            | 0.00                         | 0.00%         | 900,050.00          | 917,175.00                     | -17,125.00                   | -1.90%          |
| <b>Department 080 - DEBT SERVICE Total:</b> | <b>0.00</b>     | <b>0.00</b>                     | <b>0.00</b>                  | <b>0.00%</b>  | <b>900,350.00</b>   | <b>917,475.00</b>              | <b>-17,125.00</b>            | <b>-1.90%</b>   |
| <b>Expense Total:</b>                       | <b>0.00</b>     | <b>0.00</b>                     | <b>0.00</b>                  | <b>0.00%</b>  | <b>900,350.00</b>   | <b>917,475.00</b>              | <b>-17,125.00</b>            | <b>-1.90%</b>   |
| <b>Fund 08 Surplus (Deficit):</b>           | <b>1,156.52</b> | <b>1,395.02</b>                 | <b>238.50</b>                | <b>20.62%</b> | <b>190,383.57</b>   | <b>-612,231.04</b>             | <b>-802,614.61</b>           | <b>-421.58%</b> |

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| Categor...                                            | 2022-2023          | 2023-2024                       | July Variance                | Variance %     | 2022-2023            | 2023-2024                      | YTD Variance                 | Variance %     |
|-------------------------------------------------------|--------------------|---------------------------------|------------------------------|----------------|----------------------|--------------------------------|------------------------------|----------------|
|                                                       | July Activity      | July Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |                | YTD Activity         | YTD Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |                |
| <b>Fund: 10 - CAPITAL PROJECTS FUND</b>               |                    |                                 |                              |                |                      |                                |                              |                |
| <b>Revenue</b>                                        |                    |                                 |                              |                |                      |                                |                              |                |
| 41 - LICENSES AND PERMITS                             | 0.00               | 587.50                          | 587.50                       | 0.00%          | 4,308.75             | 2,570.00                       | -1,738.75                    | -40.35%        |
| 43 - INTERGOVERNMENTAL                                | 0.00               | 144,244.50                      | 144,244.50                   | 0.00%          | 1,134,262.95         | 1,183,797.05                   | 49,534.10                    | 4.37%          |
| 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                                    | 27,431.57          | 29,453.11                       | 2,021.54                     | 7.37%          | 419,734.02           | 325,201.78                     | -94,532.24                   | -22.52%        |
| 49 - TRANSFER                                         | 0.00               | 0.00                            | 0.00                         | 0.00%          | 1,384,897.00         | 1,416,292.00                   | 31,395.00                    | 2.27%          |
| <b>Revenue Total:</b>                                 | <b>27,431.57</b>   | <b>174,285.11</b>               | <b>146,853.54</b>            | <b>535.35%</b> | <b>2,946,293.35</b>  | <b>2,927,860.83</b>            | <b>-18,432.52</b>            | <b>-0.63%</b>  |
| <b>Expense</b>                                        |                    |                                 |                              |                |                      |                                |                              |                |
| <b>Department: 402 - STREET MAINTENANCE</b>           |                    |                                 |                              |                |                      |                                |                              |                |
| 55 - CAPITAL OUTLAY                                   | 486,869.65         | -20,904.03                      | 507,773.68                   | 104.29%        | 3,114,838.42         | 3,994,908.49                   | -880,070.07                  | -28.25%        |
| <b>Department 402 - STREET MAINTENANCE Total:</b>     | <b>486,869.65</b>  | <b>-20,904.03</b>               | <b>507,773.68</b>            | <b>104.29%</b> | <b>3,114,838.42</b>  | <b>3,994,908.49</b>            | <b>-880,070.07</b>           | <b>-28.25%</b> |
| <b>Department: 501 - PARKS &amp; RECREATION</b>       |                    |                                 |                              |                |                      |                                |                              |                |
| 55 - CAPITAL OUTLAY                                   | 0.00               | 0.00                            | 0.00                         | 0.00%          | 988,984.00           | 102,016.00                     | 886,968.00                   | 89.68%         |
| <b>Department 501 - PARKS &amp; RECREATION Total:</b> | <b>0.00</b>        | <b>0.00</b>                     | <b>0.00</b>                  | <b>0.00%</b>   | <b>988,984.00</b>    | <b>102,016.00</b>              | <b>886,968.00</b>            | <b>89.68%</b>  |
| <b>Expense Total:</b>                                 | <b>486,869.65</b>  | <b>-20,904.03</b>               | <b>507,773.68</b>            | <b>104.29%</b> | <b>4,103,822.42</b>  | <b>4,096,924.49</b>            | <b>6,897.93</b>              | <b>0.17%</b>   |
| <b>Fund 10 Surplus (Deficit):</b>                     | <b>-459,438.08</b> | <b>195,189.14</b>               | <b>654,627.22</b>            | <b>142.48%</b> | <b>-1,157,529.07</b> | <b>-1,169,063.66</b>           | <b>-11,534.59</b>            | <b>-1.00%</b>  |

Prior-Year Comparative Income Statement

For the Period Ending 07/31/2024

Item 15.

| Categor...                          | 2022-2023     | 2023-2024                       | July Variance                | Variance %     | 2022-2023       | 2023-2024                      | YTD Variance                 | Variance %    |
|-------------------------------------|---------------|---------------------------------|------------------------------|----------------|-----------------|--------------------------------|------------------------------|---------------|
|                                     | July Activity | July Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |                | YTD Activity    | YTD Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |               |
| <b>Fund: 11 - CHILD SAFETY FUND</b> |               |                                 |                              |                |                 |                                |                              |               |
| <b>Revenue</b>                      |               |                                 |                              |                |                 |                                |                              |               |
| 42 - FINES AND FORFEITURES          | 0.00          | 41.51                           | 41.51                        | 0.00%          | 1,852.81        | 2,532.47                       | 679.66                       | 36.68%        |
| 45 - OTHER REVENUE                  | 41.17         | 59.77                           | 18.60                        | 45.18%         | 319.05          | 518.96                         | 199.91                       | 62.66%        |
| <b>Revenue Total:</b>               | <b>41.17</b>  | <b>101.28</b>                   | <b>60.11</b>                 | <b>146.00%</b> | <b>2,171.86</b> | <b>3,051.43</b>                | <b>879.57</b>                | <b>40.50%</b> |
| <b>Fund 11 Total:</b>               | <b>41.17</b>  | <b>101.28</b>                   | <b>60.11</b>                 | <b>146.00%</b> | <b>2,171.86</b> | <b>3,051.43</b>                | <b>879.57</b>                | <b>40.50%</b> |



Prior-Year Comparative Income Statement

For the Period Ending 07/31/2024

Item 15.

| Categor...                                      | 2022-2023       | 2023-2024                    | July Variance             | Variance %    | 2022-2023        | 2023-2024                   | YTD Variance              | Variance %    |
|-------------------------------------------------|-----------------|------------------------------|---------------------------|---------------|------------------|-----------------------------|---------------------------|---------------|
|                                                 | July Activity   | July Activity + Encumbrances | Favorable / (Unfavorable) |               | YTD Activity     | YTD Activity + Encumbrances | Favorable / (Unfavorable) |               |
| <b>Fund: 12 - COURT TECHNOLOGY FUND</b>         |                 |                              |                           |               |                  |                             |                           |               |
| <b>Revenue</b>                                  |                 |                              |                           |               |                  |                             |                           |               |
| 42 - FINES AND FORFEITURES                      | 987.30          | 1,208.84                     | 221.54                    | 22.44%        | 10,349.46        | 12,839.41                   | 2,489.95                  | 24.06%        |
| 45 - OTHER REVENUE                              | 116.29          | 202.90                       | 86.61                     | 74.48%        | 843.00           | 1,660.11                    | 817.11                    | 96.93%        |
| <b>Revenue Total:</b>                           | <b>1,103.59</b> | <b>1,411.74</b>              | <b>308.15</b>             | <b>27.92%</b> | <b>11,192.46</b> | <b>14,499.52</b>            | <b>3,307.06</b>           | <b>29.55%</b> |
| <b>Expense</b>                                  |                 |                              |                           |               |                  |                             |                           |               |
| <b>Department: 120 - COURT TECHNOLOGY</b>       |                 |                              |                           |               |                  |                             |                           |               |
| 54 - MACHINE & EQUIPMENT MAI                    | 0.00            | 0.00                         | 0.00                      | 0.00%         | 0.00             | 3,787.00                    | -3,787.00                 | 0.00%         |
| <b>Department 120 - COURT TECHNOLOGY Total:</b> | <b>0.00</b>     | <b>0.00</b>                  | <b>0.00</b>               | <b>0.00%</b>  | <b>0.00</b>      | <b>3,787.00</b>             | <b>-3,787.00</b>          | <b>0.00%</b>  |
| <b>Expense Total:</b>                           | <b>0.00</b>     | <b>0.00</b>                  | <b>0.00</b>               | <b>0.00%</b>  | <b>0.00</b>      | <b>3,787.00</b>             | <b>-3,787.00</b>          | <b>0.00%</b>  |
| <b>Fund 12 Surplus (Deficit):</b>               | <b>1,103.59</b> | <b>1,411.74</b>              | <b>308.15</b>             | <b>27.92%</b> | <b>11,192.46</b> | <b>10,712.52</b>            | <b>-479.94</b>            | <b>-4.29%</b> |

Prior-Year Comparative Income Statement

For the Period Ending 07/

Item 15.

| Categor...                                   | 2022-2023        | 2023-2024                       | July Variance                | Variance %     | 2022-2023         | 2023-2024                      | YTD Variance                 | Variance %     |
|----------------------------------------------|------------------|---------------------------------|------------------------------|----------------|-------------------|--------------------------------|------------------------------|----------------|
|                                              | July Activity    | July Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |                | YTD Activity      | YTD Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) |                |
| <b>Fund: 13 - PUBLIC SAFETY FUND</b>         |                  |                                 |                              |                |                   |                                |                              |                |
| <b>Revenue</b>                               |                  |                                 |                              |                |                   |                                |                              |                |
| 43 - INTERGOVERNMENTAL                       | 0.00             | 0.00                            | 0.00                         | 0.00%          | 3,369.07          | 7,280.60                       | 3,911.53                     | 116.10%        |
| 45 - OTHER REVENUE                           | 293.96           | 291.89                          | -2.07                        | -0.70%         | 3,184.27          | 2,585.48                       | -598.79                      | -18.80%        |
| <b>Revenue Total:</b>                        | <b>293.96</b>    | <b>291.89</b>                   | <b>-2.07</b>                 | <b>-0.70%</b>  | <b>6,553.34</b>   | <b>9,866.08</b>                | <b>3,312.74</b>              | <b>50.55%</b>  |
| <b>Expense</b>                               |                  |                                 |                              |                |                   |                                |                              |                |
| <b>Department: 130 - PUBLIC SAFETY</b>       |                  |                                 |                              |                |                   |                                |                              |                |
| 52 - CONTRACTUAL                             | 8,480.86         | 210.00                          | 8,270.86                     | 97.52%         | 12,024.26         | 2,714.15                       | 9,310.11                     | 77.43%         |
| 55 - CAPITAL OUTLAY                          | 0.00             | 0.00                            | 0.00                         | 0.00%          | 29,019.90         | 0.00                           | 29,019.90                    | 100.00%        |
| <b>Department 130 - PUBLIC SAFETY Total:</b> | <b>8,480.86</b>  | <b>210.00</b>                   | <b>8,270.86</b>              | <b>97.52%</b>  | <b>41,044.16</b>  | <b>2,714.15</b>                | <b>38,330.01</b>             | <b>93.39%</b>  |
| <b>Expense Total:</b>                        | <b>8,480.86</b>  | <b>210.00</b>                   | <b>8,270.86</b>              | <b>97.52%</b>  | <b>41,044.16</b>  | <b>2,714.15</b>                | <b>38,330.01</b>             | <b>93.39%</b>  |
| <b>Fund 13 Surplus (Deficit):</b>            | <b>-8,186.90</b> | <b>81.89</b>                    | <b>8,268.79</b>              | <b>101.00%</b> | <b>-34,490.82</b> | <b>7,151.93</b>                | <b>41,642.75</b>             | <b>120.74%</b> |

Prior-Year Comparative Income Statement

For the Period Ending 07/31/2024

Item 15.

| Categor...                                             | 2022-2023        | 2023-2024                    | July Variance             | Variance %    | 2022-2023         | 2023-2024                   | YTD Variance              | Variance %     |
|--------------------------------------------------------|------------------|------------------------------|---------------------------|---------------|-------------------|-----------------------------|---------------------------|----------------|
|                                                        | July Activity    | July Activity + Encumbrances | Favorable / (Unfavorable) |               | YTD Activity      | YTD Activity + Encumbrances | Favorable / (Unfavorable) |                |
| <b>Fund: 20 - TAX INCREMENT FINANCING FUND</b>         |                  |                              |                           |               |                   |                             |                           |                |
| <b>Revenue</b>                                         |                  |                              |                           |               |                   |                             |                           |                |
| 40 - TAXES                                             | 39,633.52        | 40,824.97                    | 1,191.45                  | 3.01%         | 590,721.60        | 556,745.72                  | -33,975.88                | -5.75%         |
| 45 - OTHER REVENUE                                     | 2,082.14         | 6,110.41                     | 4,028.27                  | 193.47%       | 18,604.29         | 49,251.13                   | 30,646.84                 | 164.73%        |
| 49 - TRANSFER                                          | 0.00             | 0.00                         | 0.00                      | 0.00%         | 133,917.00        | 0.00                        | -133,917.00               | -100.00%       |
| <b>Revenue Total:</b>                                  | <b>41,715.66</b> | <b>46,935.38</b>             | <b>5,219.72</b>           | <b>12.51%</b> | <b>743,242.89</b> | <b>605,996.85</b>           | <b>-137,246.04</b>        | <b>-18.47%</b> |
| <b>Expense</b>                                         |                  |                              |                           |               |                   |                             |                           |                |
| <b>Department: 205 - TAX INCREMENT FINANCING</b>       |                  |                              |                           |               |                   |                             |                           |                |
| 59 - TRANSFER                                          | 0.00             | 0.00                         | 0.00                      | 0.00%         | 823,850.00        | 0.00                        | 823,850.00                | 100.00%        |
| <b>Department 205 - TAX INCREMENT FINANCING Total:</b> | <b>0.00</b>      | <b>0.00</b>                  | <b>0.00</b>               | <b>0.00%</b>  | <b>823,850.00</b> | <b>0.00</b>                 | <b>823,850.00</b>         | <b>100.00%</b> |
| <b>Expense Total:</b>                                  | <b>0.00</b>      | <b>0.00</b>                  | <b>0.00</b>               | <b>0.00%</b>  | <b>823,850.00</b> | <b>0.00</b>                 | <b>823,850.00</b>         | <b>100.00%</b> |
| <b>Fund 20 Surplus (Deficit):</b>                      | <b>41,715.66</b> | <b>46,935.38</b>             | <b>5,219.72</b>           | <b>12.51%</b> | <b>-80,607.11</b> | <b>605,996.85</b>           | <b>686,603.96</b>         | <b>851.79%</b> |

Prior-Year Comparative Income Statement

For the Period Ending 07/

Item 15.

| Categor...                          | 2023-2024                  |                                 | July Variance                |               | 2023-2024                 |                                | YTD Variance                 |                 |
|-------------------------------------|----------------------------|---------------------------------|------------------------------|---------------|---------------------------|--------------------------------|------------------------------|-----------------|
|                                     | 2022-2023<br>July Activity | July Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) | Variance %    | 2022-2023<br>YTD Activity | YTD Activity +<br>Encumbrances | Favorable /<br>(Unfavorable) | Variance %      |
| <b>Fund: 79 - SEDA</b>              |                            |                                 |                              |               |                           |                                |                              |                 |
| <b>Revenue</b>                      |                            |                                 |                              |               |                           |                                |                              |                 |
| 40 - TAXES                          | 60,611.67                  | 60,471.04                       | -140.63                      | -0.23%        | 621,283.25                | 637,813.58                     | 16,530.33                    | 2.66%           |
| 45 - OTHER REVENUE                  | 4,177.94                   | 5,293.42                        | 1,115.48                     | 26.70%        | 41,887.52                 | 51,105.39                      | 9,217.87                     | 22.01%          |
| <b>Revenue Total:</b>               | <b>64,789.61</b>           | <b>65,764.46</b>                | <b>974.85</b>                | <b>1.50%</b>  | <b>663,170.77</b>         | <b>688,918.97</b>              | <b>25,748.20</b>             | <b>3.88%</b>    |
| <b>Expense</b>                      |                            |                                 |                              |               |                           |                                |                              |                 |
| <b>Department: 790 - SEDA</b>       |                            |                                 |                              |               |                           |                                |                              |                 |
| 51 - PERSONNEL                      | 23,834.40                  | 26,421.68                       | -2,587.28                    | -10.86%       | 248,373.63                | 258,748.55                     | -10,374.92                   | -4.18%          |
| 52 - CONTRACTUAL                    | 9,910.53                   | 6,301.66                        | 3,608.87                     | 36.41%        | 78,712.60                 | 96,818.83                      | -18,106.23                   | -23.00%         |
| 53 - GENERAL SERVICES               | 493.47                     | 891.39                          | -397.92                      | -80.64%       | 6,523.62                  | 5,314.77                       | 1,208.85                     | 18.53%          |
| 54 - MACHINE & EQUIPMENT MAI        | 25.00                      | 55.00                           | -30.00                       | -120.00%      | 2,229.24                  | 3,228.83                       | -999.59                      | -44.84%         |
| 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                       | 0.00                            | 0.00                         | 0.00%         | 421,512.83                | 96,023.22                      | 325,489.61                   | 77.22%          |
| 59 - TRANSFER                       | 0.00                       | 0.00                            | 0.00                         | 0.00%         | 0.00                      | 30,000.00                      | -30,000.00                   | 0.00%           |
| <b>Department 790 - SEDA Total:</b> | <b>34,263.40</b>           | <b>33,669.73</b>                | <b>593.67</b>                | <b>1.73%</b>  | <b>757,412.64</b>         | <b>490,252.89</b>              | <b>267,159.75</b>            | <b>35.27%</b>   |
| <b>Expense Total:</b>               | <b>34,263.40</b>           | <b>33,669.73</b>                | <b>593.67</b>                | <b>1.73%</b>  | <b>757,412.64</b>         | <b>490,252.89</b>              | <b>267,159.75</b>            | <b>35.27%</b>   |
| <b>Fund 79 Surplus (Deficit):</b>   | <b>30,526.21</b>           | <b>32,094.73</b>                | <b>1,568.52</b>              | <b>5.14%</b>  | <b>-94,241.87</b>         | <b>198,666.08</b>              | <b>292,907.95</b>            | <b>310.80%</b>  |
| <b>Total Surplus (Deficit):</b>     | <b>-995,097.75</b>         | <b>-888,078.37</b>              | <b>107,019.38</b>            | <b>10.75%</b> | <b>-8,699,454.29</b>      | <b>-18,815,708.88</b>          | <b>-10,116,254.59</b>        | <b>-116.29%</b> |

**Fund Summary**

| Fund                            | 2022-2023          | 2023-2024                    | July Variance             |               | 2022-2023            | 2023-2024                   | YTD Variance              |                 |
|---------------------------------|--------------------|------------------------------|---------------------------|---------------|----------------------|-----------------------------|---------------------------|-----------------|
|                                 | July Activity      | July Activity + Encumbrances | Favorable / (Unfavorable) | Variance %    | YTD Activity         | YTD Activity + Encumbrances | Favorable / (Unfavorable) | Variance %      |
| 01 - GENERAL FUND               | -643,840.28        | -1,969,341.10                | -1,325,500.82             | -205.87%      | 1,782,499.90         | 1,232,305.99                | -550,193.91               | -30.87%         |
| 02 - WATER AND WASTEWATER       | -144,951.19        | 526,199.90                   | 671,151.09                | 463.02%       | -10,309,667.64       | -19,112,656.11              | -8,802,988.47             | -85.39%         |
| 03 - SANITARY LANDFILL FUND     | 64,311.62          | 167,414.87                   | 103,103.25                | 160.32%       | 298,801.53           | 546,283.26                  | 247,481.73                | 82.82%          |
| 04 - AIRPORT FUND               | -19,602.67         | -324.15                      | 19,278.52                 | 98.35%        | 297,541.64           | -707,332.37                 | -1,004,874.01             | -337.73%        |
| 05 - STORM WATER DRAINAGE       | 73,352.74          | 21,661.48                    | -51,691.26                | -70.47%       | 98,839.50            | -80,578.66                  | -179,418.16               | -181.52%        |
| 07 - HOTEL OCCUPANCY TAX        | 68,713.86          | 89,101.45                    | 20,387.59                 | 29.67%        | 295,651.76           | 261,984.90                  | -33,666.86                | -11.39%         |
| 08 - DEBT SERVICE FUND          | 1,156.52           | 1,395.02                     | 238.50                    | 20.62%        | 190,383.57           | -612,231.04                 | -802,614.61               | -421.58%        |
| 10 - CAPITAL PROJECTS FUND      | -459,438.08        | 195,189.14                   | 654,627.22                | 142.48%       | -1,157,529.07        | -1,169,063.66               | -11,534.59                | -1.00%          |
| 11 - CHILD SAFETY FUND          | 41.17              | 101.28                       | 60.11                     | 146.00%       | 2,171.86             | 3,051.43                    | 879.57                    | 40.50%          |
| 12 - COURT TECHNOLOGY FUND      | 1,103.59           | 1,411.74                     | 308.15                    | 27.92%        | 11,192.46            | 10,712.52                   | -479.94                   | -4.29%          |
| 13 - PUBLIC SAFETY FUND         | -8,186.90          | 81.89                        | 8,268.79                  | 101.00%       | -34,490.82           | 7,151.93                    | 41,642.75                 | 120.74%         |
| 20 - TAX INCREMENT FINANCING    | 41,715.66          | 46,935.38                    | 5,219.72                  | 12.51%        | -80,607.11           | 605,996.85                  | 686,603.96                | 851.79%         |
| 79 - SEDA                       | 30,526.21          | 32,094.73                    | 1,568.52                  | 5.14%         | -94,241.87           | 198,666.08                  | 292,907.95                | 310.80%         |
| <b>Total Surplus (Deficit):</b> | <b>-995,097.75</b> | <b>-888,078.37</b>           | <b>107,019.38</b>         | <b>10.75%</b> | <b>-8,699,454.29</b> | <b>-18,815,708.88</b>       | <b>-10,116,254.59</b>     | <b>-116.29%</b> |



## REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street  
Tuesday, August 06, 2024 at 5:30 PM

### MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, August 06, 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 Gerald Cook  
Council Member Lon Reisman  
Council Member Dean Parr  
Council Member Maddie Smith  
Council Member David Baskett  
Council Member Brandon Greenhaw  
Council Member Alan Nix

#### COUNCIL ABSENT:

#### OTHERS ATTENDING:

Jason 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 Gerald Cook led the pledges to the flags of the United States and the State of Texas.

#### INVOCATION

Invocation voiced by Christi Barnes, Timber Ridge Church

#### CITIZENS GENERAL DISCUSSION

Lee Munz gave the City Council a brief update on the National Ramboulet that was sponsored through HOT Funds.

Freddie Goble, 413 Bluebonnet Street, addressed Council regarding code compliance issues around town.

## REGULAR AGENDA

### 1. City Secretary Records Management Update

City Secretary Sarah Lockenour gave a quarterly update on the records management project.

### 2. Set the Maximum Proposed Tax Rate for 2024

City Manager Jason King presented this item to the council.

Staff recommend setting the maximum proposed tax rate for 2024 to the voter approval rate of \$0.3829 per \$100 of taxable value. The maximum proposed tax rate is the highest tax rate that the Council will be able to adopt after the tax rate hearing.

MOTION by Doug Svien, second by Alan Nix, to set the maximum proposed tax rate to \$0.3829 per \$100 of taxable value. MOTION CARRIED unanimously by record vote:

Place 1, LeAnn Durfey – for  
 Place 2, Gerald Cook – for  
 Place 3, Lonni Reisman – for  
 Place 4, Dean Parr – for  
 Place 5, Maddie Smith – for  
 Place 6, David Baskett – for  
 Place 7, Brandon Greenhaw – for  
 Place 8, Alan Nix – for

### 3. Set Date, Time, and Location of Public Hearing on Proposed Tax Rate for 2024

MOTION by David Baskett, second by Gerald Cook, to set the Public Hearing on Proposed Tax Rate for 2024 on September 17, 2024 at 5:30 PM in the City of Stephenville Council Chambers at City Hall.

MOTION CARRIED unanimously.

### 4. Citizen Budget Requests

City Manager Jason King presented this item to the Council.

Citizen Budget Requests were received for the following:

- Designated Pickleball courts with shade awnings (5)
- 6 Pickleball courts
  - o Invest \$150,000.00
- Dog Park

### 5. RECESS TO TIRZ BOARD MEETING

Doug Svien recessed the Regular City Council meeting at 5:47 PM to enter into the TIRZ Board meeting.

### 6. RECONVENE TO REGULAR CITY COUNCIL MEETING

Doug Svien reconvened the Regular City Council meeting at 5:50 PM.

**7. Consider Approval of Expenditures in Tax Increment Reinvestment Zone 1C**

MOTION by Maddie Smith, second by David Baskett, to approve the expenditures in Tax Increment Reinvestment Zone 1c as discussed in the TIRZ Board meeting. MOTION CARRIED unanimously.

**8. Consider Approval of the City of Stephenville and SISD School Resource Officer (SRO) Annual Memorandum of Understanding 2024-2025**

Chief of Police Dan Harris presented this item to the Council.

The mission of the SRO program, under this agreement, is to place community policing officers in designated schools within SISD to build working relationships with schools, students, and parents; to address on-site security; to combat school violence; to provide drug abuse and crime prevention education; to serve as positive role-models for students; and to provide a direct link with the police department.

This year's request is for (3) SRO Police Officers, two will be full-time this year and one will be filled via off-duty officer employment for coverage of the third SRO Police Officer assigned to SISD. This MOU is valid for the 2024 – 2025 school year.

This month the SISD School Board will meet to approve the City of Stephenville and SISD SRO annual memorandum of understanding.

The city will provide one patrol car for each SRO, uniforms and equipment along with required training. All personnel costs are the responsibility of SISD.

MOTION by LeAnn Durfey, second by Lonny Reisman, to approve the SRO Annual MOU with Stephenville ISD as presented. MOTION CARRIED unanimously.

**PLANNING AND ZONING COMMISSION**

**Steve Killen, Director of Development Services**

**9. Case No.: RZ2024-009**

**Applicant Zane Cole is Requesting a Rezone of Property Located at 185 W Park, being Parcel R31466, S3500 FREY FIRST ADDITION, BLOCK 35; LOT 7;8, of the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) to Integrated Housing District (R-2.5)**

Director of Development Services Steve Killen presented this item to the Council.

The property has current zoning of Single Family Residential with Future Land Use being Retail and Commercial. The applicant is requesting a rezone to construct an additional single-family home. R-2.5 zoning includes single-family homes as permitted use with lot dimension requirements being 50'x60'. Currently, this area is predominantly legal, non-conforming residential use.

The Planning and Zoning Commission convened on July 17, 2024. The motion to approve the rezone request failed by a vote of 4-3. Therefore, pursuant to the Rules and Procedures, the case is forwarded to the City Council with no recommendation.

Property Owner Zane Cole addressed the Council regarding this rezone request.

**10. PUBLIC HEARING**

**Case No.: RZ2024-009**

Mayor Svien opened the Public Hearing at 6:01 PM.

No one addressed the Council regarding 185 W. Park.



Mayor Svien closed the Public Hearing at 6:01:50 PM.

**11. Consider Approval of an Ordinance Rezoning Property Located at 185 W Park, being Parcel R31466, S3500 FREY FIRST ADDITION, BLOCK 35; LOT 7 and 8 of the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) to Integrated Housing District (R-2.5)**

MOTION by Gerald Cook, second by Maddie Smith, to approve Ordinance No. 2024-O-18 rezoning property located at at 185 W Park, being Parcel R31466, S3500 FREY FIRST ADDITION, BLOCK 35; LOT 7 and 8 of the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) to Integrated Housing District (R-2.5). MOTION CARRIED unanimously.

**12. Case No.: PD2024-001**

**Applicant Southwestern Pigeon Rd, LLC is Requesting a Rezone of Property Located at 315 FM 2303, Parcel R65090 being Acres 3.020, A0520 MENELEE JARRETT; and Parcel R22587, being 91.830 acres of the A0520 of MENELEE JARRETT; HOUSE & BARN, to the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) and to Planned Development (PD)**

Director of Development Services Steve Killen presented this item to the Council.

This property was voluntarily annexed on May 7, 2024. On May 15, 2024, a Conceptual Plan was presented to the Planning and Zoning Commission for the 94.8-acre property. The applicant returned to the Planning and Zoning Commission on July 17, 2024. requesting approval of the Development Plan and assignment of zoning to Planned Development. Water, sewer, and drainage plans have been submitted and staff comments were provided on June 28. The site plan has been reviewed by Development Services, Public Works and Fire. Certain modifications have been made to the site plan in response to comments received on from the Conceptual Plan presentation including increasing side and rear yard setbacks to 30' (requirement is 10' and 20", respectively). Landscape buffering will also be provided and storage building heights have been reduced.

The Planning and Zoning Commission convened on July 17, 2024. The motion to approve the rezone request failed by a vote of 4-2-1 (one abstention). Therefore, pursuant to the Rules and Procedures, the case is forwarded to the City Council with no recommendation.

John Allenger representing Southwestern Pigeon Rd, LLC gave a presentation on the development to the Council.

**13. PUBLIC HEARING**

**Case No.: PD2024-001**

Mayor Svien opened the Public Hearing at 6:46 PM.

The following addressed the Council in opposition of the rezoning:

- Karen Dickens, 2537 N State Hwy 108
- Cassie Hammond, 909 FM 2303
- Judy Addison, 381 FM 2303
- Kim Winfrey, 615 FM 2303
- Christi Barnes, 11586 FM 2156

Developer Cole Parks spoke in favor of the rezone.

Mayor Svien closed the Public Hearing at 7:11 PM.

**14. Consider Approval of an Ordinance Rezoning Property Located at 315 FM 2303, Parcel R65090 being Acres 3.020, A0520 MENELEE JARRETT; and Parcel R22587, being 91.830 acres of the A0520 of MENELEE JARRETT; HOUSE & BARN, to the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) and to Planned Development (PD)**

MOTION by Gerald Cook, second by David Baskett, to approve Ordinance No. 2024-O-19 rezoning property located at 315 FM 2303, Parcel R65090 being Acres 3.020, A0520 MENEFEЕ JARRETT; and Parcel R22587, being 91.830 acres of the A0520 of MENEFEЕ JARRETT; HOUSE & BARN, to the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) and to Planned Development (PD).

A friendly amendment was requested by Doug Svien to include the authorization of the City Manager to negotiate with the developer regarding the Park Land Dedication. The amendment was seconded by Brandon Greenhaw.

MOTION by Gerald Cook, second by David Baskett, to approve Ordinance No. 2024-O-19 as amended rezoning property located at 315 FM 2303, Parcel R65090 being Acres 3.020, A0520 MENEFEЕ JARRETT; and Parcel R22587, being 91.830 acres of the A0520 of MENEFEЕ JARRETT; HOUSE & BARN, to the City of Stephenville, Erath County, Texas from Single Family Residential (R-1) and to Planned Development (PD). MOTION CARRIED unanimously.

## **NOMINATIONS COMMITTEE**

**Maddie Smith, Chair**

### **16. Nominations Committee Report**

Committee Chair Maddie Smith presented the Nominations Committee Report from June 18, 2024.

The committee met on June 18, 2024, to review applications for Citizen Boards and Commissions with the discussion led by committee chair Maddie Smith.

The Nominations Committee received following nominations: Board of Adjustment (one vacancy) - Tina Virgin; Library Advisory Board (one vacancy) - Lisa Latouche and Mike Jones; Stephenville Type B Economic Development Authority (two vacancies) - Mark McClinton and Justin Haschke

The following boards did not receive any nominations but do have vacancies and are accepting nominations: Main Street Advisory Board (one vacancy); Planning & Zoning Commission (one vacancy with two alternates); Western Heritage Advisory Board (one vacancy with three Ex-Officio members)

The following recommendations were made:

#### *Board of Adjustment*

MOTION by Maddie Smith, second by LeAnn Durfey, to recommend Tina Virgin for Place 3 of Board of Adjustment. MOTION CARRIED unanimously. Tina Virgin will be invited for an interview with Council July 2.

#### *Library Advisory Board*

The committee chair would like to table this recommendation until the next Committee meeting.

#### *Planning and Zoning Commission*

MOTION by Alan Nix, second by LeAnn Durfey, to recommend moving Justin Slawson from Alternate 1 to Place 2 of the Planning and Zoning Commission. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by Alan Nix, to recommend moving James Stephenson from Alternate 2 to Alternate 1 of the Planning and Zoning Commission. MOTION CARRIED unanimously.

#### *Stephenville Type B Economic Development Authority*

MOTION by Maddie Smith, second by Alan Nix, to recommend Justin Haschke for Place 7 of Stephenville Type B Economic Development Authority. MOTION CARRIED unanimously. Justin Haschke will be invited for an interview with Council July 2.

MOTION by Maddie Smith, second by Lonon Reisman, to recommend Mark McClinton for Place 8 of Stephenville Type B Economic Development Authority. MOTION CARRIED unanimously. Mark McClinton will be invited for an interview with Council July 2.

*Western Heritage Advisory Board*

MOTION by LeAnn Durfey, second by Maddie Smith, to recommend moving Angie Ayers from Ex-Officio Place 1 to Place 4 of the Western Heritage Advisory Board. MOTION CARRIED unanimously.

**17. Consider Approval of Nominations to Citizen Boards and Commissions**

*Planning and Zoning Commission*

MOTION by Maddie Smith, second by Alan Nix, to move Justin Slawson from Alternate 1 to Place 2 of the Planning and Zoning Commission. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by Brandon Greenhaw, to move James Stephenson from Alternate 2 to Alternate 1 of the Planning and Zoning Commission. MOTION CARRIED unanimously.

*Western Heritage Advisory Board*

MOTION by Maddie Smith, second by LeAnn Durfey, to move Angie Ayers from Ex-Officio Place 1 to Place 4 of the Western Heritage Advisory Board. MOTION CARRIED unanimously.

*Stephenville Type B Economic Development Authority*

Justin Haschke was in attendance and interviewed by the Council.

MOTION by Maddie Smith, second by Gerald Cook, to approve Justin Haschke for Place 7 of Stephenville Type B Economic Development Authority. MOTION CARRIED unanimously.

Mark McClinton was in attendance and interviewed by the Council.

MOTION by Maddie Smith, second by Lonon Reisman, to approve Mark McClinton for Place 8 of Stephenville Type B Economic Development Authority. MOTION CARRIED unanimously.

*Board of Adjustment*

Tina Virgin was in attendance and interviewed by the Council.

MOTION by Maddie Smith, second by David Baskett, to approve Tina Virgin for Place 3 of Board of Adjustment. MOTION CARRIED unanimously.

**DEVELOPMENT SERVICES COMMITTEE**

**Gerald Cook, Chair**

**15. Development Services Committee Report**

Development Services Committee Chair Gerald Cook presented the Development Services Committee Report from July 16, 2024.

As a continuation of discussion from June 18, 2024, Chairman Cook briefed the Committee on current permitted uses of the Retail and Commercial District which preclude automobile paint and body repairs shops as permitted use with the Retail and Commercial District. At the direction of

the Committee from the June meeting, staff provided four options for consideration: 1. Consider categorizing all auto-related uses currently listed as “permitted uses” as “conditional uses.” With this approach, the Committee may review other, non-auto related “permitted uses” to soften uses within the B-2 district. Existing businesses would continue operation under the non-conforming use provision of the land-use regulations. 2. Make Auto Paint and Body Shop/Repair a conditional use within the B-2 district. 3. Take no immediate action with the understanding that these items may ultimately be addressed under the new Comprehensive Plan (if so adopted) and subsequently revised land-use regulations. 4. Take no action.

The Committee, by unanimous vote, opted to recommend the City Council take no further action.

## **PUBLIC WORKS COMMITTEE**

**Alan Nix, Chair**

### **18. Public Works Committee Report**

Public Works Committee Chair Alan Nix presented the Public Works Committee Report from July 16, 2024.

*Agenda Item 1: Discussion of 2023-R-08 Renaming of Northwest Loop to Senator Robert J. Glasgow Loop*

The renaming of Northwest Loop (FM 988) was discussed. It was noted the name was changed by formal council action from Northwest Loop to Senator Robert J. Glasgow in 2023. Several individuals spoke in favor of honoring Senator Glasgow’s legacy with some advocating the name change in a formal manner and some supporting an honorary name change. No action was taken by the committee.

*Agenda Item 2: Discussion of Proposals for 2024 WWTP Capital Projects*

#### **Belt Filter Press Refurbishment**

A proposal was presented from Andritz Separation Technologies, Inc. to refurbish the belt filter press at the wastewater treatment plant. It was noted Andritz is the manufacturer and the sole source for replacement parts. It was also noted ample funds were approved in the FY23-24 budget for this specific work. The total cost is \$305,345.00 with an equipment lead time of 18-20 weeks.

Following discussion, a motion was made by Mr. Cook, seconded by Mr. Parr, to forward a positive recommendation to the full council to approve the proposal as presented.

The committee voted unanimously to forward a positive recommendation to the full council to approve the proposal from Andritz Separation Technologies, Inc. as presented.

#### **Conveyor System Repairs**

Proposals were presented from Parkson Corporation for budgeted repairs to the sludge conveyor system that works in tandem with the belt filter press at the wastewater treatment plant. It was noted Parkson is the manufacturer and the sole source for replacement parts for the conveyor. It was also noted ample funds were approved in the FY23-24 budget for this specific work. The total cost is \$49,963.60 with an equipment lead time of 9-11 weeks.

Following discussion, a motion was made by Mr. Nix, seconded by Mr. Cook, to forward a positive recommendation to the full council to approve the proposal as presented.

The committee voted unanimously to forward a positive recommendation to the full council to approve the proposal from Parkson, Inc. as presented.

#### **Aeration Basin Drives**

A proposal from Evoqua Water Technologies was presented to replace two failing aeration drives at the wastewater treatment plant. It was noted ample funds were approved in the FY23-24 budget for replacement of these specific drives. The total cost is \$94,523.80 with an approximate lead time of 10-12 weeks.

Following discussion, a motion was made by Mr. Cook, seconded by Mr. Parr, to forward a positive recommendation to the full council to approve the proposal as presented.

The committee voted unanimously to forward a positive recommendation to the full council to approve the proposal from Evoqua Water Technologies, Inc. as presented.

*Agenda Item 3: Consider Abandonment of Public Works Infrastructure in Creekside Apartment*

An overview of the public water infrastructure at the Creekside apartment complex development, located at 1000 Lingleville Highway, was presented. It was noted the development was constructed in 2016 and contained public water lines, hydrants and approximately 442 individual water meters. It was further noted that the complex accounts for approximately six percent of the city's water meters, but accounts for approximately 30 percent of routine work orders. Update: Meter/Vault combination - Installation Estimate - Estimated Lead Time - \$59,108.55 \$50,000.00 24-weeks.

Following discussion, the committee directed staff to present a policy change to address the use of single and individual metering of similar developments.

It was recommended to review updated cost data and a policy to address this specific issue at the August 6, 2024 Regular Business Meeting.

*Agenda Item 4: Discussion of Pro-Rata Fees*

The city manager presented a brief history of pro-rata fees indicating pro-rata fees were developed to recoup the installation costs of water and sewer infrastructure as property owners connect to those utilizes. It was noted that some pro-rata fees date back over 30 years. It was also noted residential pro-rata fees have been previously repealed and it was suggested pro-rata fees for commercial development also be repealed. It was further noted developers have other mechanisms available, as private entities, to assist with cost recovery.

Following discussion, a motion was made by Mr. Cook, seconded by Mr. Parr, to repeal or amend the original pro-rata ordinance.

The committee voted unanimously to forward a positive recommendation to the full council to repeal or amend the original pro-rata ordinance.

**19. Consider Approval of Proposal for Refurbishment of the Belt Filter Press**

MOTION by Alan Nix, second by Leann Durfey, to approve the proposal for refurbishment of the belt filter press as presented. MOTION CARRIED unanimously.

**20. Consider Approval of Proposal for Rehab of the Solids Conveyor System**

MOTION by Alan Nix, second by Maddie Smith, to approve the proposal of rehab of the solids conveyor system as presented. MOTION CARRIED unanimously.

**21. Consider Approval of Proposal for Replacement of Two Aeration Basin Drives**

MOTION by Alan Nix, second by Maddie Smith, to approve the proposal for replacement of two aeration basin drives as presented. MOTION CARRIED unanimously.

**22. Consider Ordinance to Abandon Public Infrastructure in the Creekside Townhomes Development**

MOTION by Alan Nix, second by Dean Parr, to approve Ordinance No. 2024-O-20 to abandon the public infrastructure in the Creekside Townhomes Development as presented. MOTION CARRIED unanimously.

**23. Consider Approval of Master Meter Policy**

MOTION by Alan Nix, second by Gerald Cook, to modify the Engineering Standards Manual to include policy 1.11 Master Meter and Sub-Metering. MOTION CARRIED unanimously.

**24. Consider Ordinance to Repeal of Pro-Rata Policy**

MOTION by Alan Nix, second by Maddie Smith, to approve Ordinance No. 2024-O-21 repealing the Pro-Rata Policy. MOTION CARRIED unanimously.

**TOURISM AND VISITORS BUREAU COMMITTEE**

LeAnn Durfey, Chair

**25. Tourism and Visitors Bureau Committee Report from July 16, 2024**

Tourism and Visitors Bureau Committee Chair LeAnn Durfey presented the committee report from July 16, 2024.

*Review Stephenville's Lodging Performance Review – Year to Date*

The committee met on July 16, 2024, to review Stephenville's Lodging Performance Review – Year to Date. The presentation was made by Administrative Services Director Darrell Brown.

As requested by the Mayor, I'm presenting you information from the Texas Hotel Lodging Performance Report. For our newest Council members, this report is what Tourism reviews to compare our lodging activity with 4 other cities that have been self-selected.

- 1st Quarter of 2024 – Stephenville had 520 rooms. This includes Airbnb's ☐ In 2023 our total room count was 493. (27 room increase)
- The sixth column Source Strategies Estimated Occupied Rooms for us is 57.20% for this quarter and last year we ended at 60.40% estimated occupancy ☐
- Estimated Rooms Sold is \$27,216 with a Fair Market Share which list us 3rd of the 5 at 18.07% and our Average Daily Rate is \$99.64.

No action was taken at this time.

*Main Street Advisory Board Quarterly Update*

The committee met on July 16, 2024, to review the Main Street Advisory Board Quarterly Update. The presentation was made by Main Street Manager Ashley Thomas.

**FINANCIAL REPORTS**

Monica Harris, Director of Finance

**26. Monthly Budget Report for the Period Ending June 30, 2024**

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

In reviewing the financial statements ending June 30, 2024, the financial indicators are overall as or better than anticipated.

*Property Tax Collections:* We received \$33K in property taxes in the month of June, resulting in a \$278K increase over the funds collected last fiscal year to date. The amount collected is slightly over 100% of the \$7.3 million budget, which is \$102K more than anticipated.

*Sales and Use Tax:* We received \$765K in sales tax in June, resulting in \$205K or 3% more than the funds collected last fiscal year to date. The amount collected is 78% of the \$9.4 million budget, which is \$500K higher than anticipated.



*Revenue (by fund):* Of the \$36 million revenue received to date, 57% was received in the General Fund, 25% was received in the Water/Wastewater Fund, 8% was received in the Capital Projects Fund and 3% was received in the Landfill Fund.

*Revenue (budget vs. actual):* We received 84% of the total budgeted revenues through June, which is \$2.2 million more than anticipated due to taxes, building permits, intergovernmental, charges for services, and interest income.

*Revenue (prior year comparison):* We received \$1.3 million less revenue through June than last fiscal year to date due to debt proceeds received in the prior year.

*Expenditures (by fund):* Of the \$40 million spent to date, 46% was expended in the Water/Wastewater Fund, 40% was expended in the General Fund, 4% was expended in the Capital Projects Fund, 3% was expended in the Debt Service Fund, 2% was expended in the Storm Fund and 2% was expended in the Landfill Fund.

*Expenditures (budget vs. actual):* We have expended 54% of the total budgeted expenditures through June, which is \$18.5 million less than anticipated due to personnel, contractual, capital outlay, and transfers.

*Expenditures (prior year comparison):* We spent \$5 million less in expenditures through June than last fiscal year to date due to capital outlay and transfers.

*SEDA Revenue Comparison:* SEDA has received an overall 83% of budgeted revenue through June, which is \$27K more than last fiscal year to date and \$86K more than anticipated due to taxes and interest income.

*SEDA Expenditure Comparison:* SEDA has spent an overall 26% of budgeted expenditures through June, which is \$272K less than last fiscal year to date due to grant disbursements and \$832K less than anticipated due to contractual, capital outlay, and grant disbursements.

## **27. Quarterly Investment Report for the Period Ending June 30, 2024**

Director of Finance Monica Harris presented the Quarterly Investment Report as follows:

The City of Stephenville's total market value of cash and investments on June 30, 2024, was \$ 50,859,722. This is allocated 5% in demand accounts, 3% in cash/money market accounts, 2% in Certificates of Deposits, 42% in TexStar investment pool, and 48% in TexPool investment pool. We earned \$677K in interest for the quarter. The average yield to maturity for all account types for the quarter was 5.14%. The average yield to maturity for investment accounts for the quarter was 5.43%. The average yield to maturity for a 3-month treasury bill for the quarter was 5.25%. The weighted average maturity in days of the portfolio was 3.22 days.

## **STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT**

Jeff Sandford, Executive Director

SEDA Executive Director Jeff Sandford gave a shout out to Tarleton Student Conner Prince who competed the 2024 Summer Olympics for shooting.

Mr. Sandford gave a brief presentation of upcoming projects anticipated in the next six to nine months.

## **CONSENT AGENDA**

### **28. Consider Approval of Minutes - July 2, 2024**

**29. Consider Approval of Minutes - July 16, 2024****30. Consider Award of the 2024 Airport Apron Maintenance Project**

MOTION by Alan Nix, second by David Baskett, to approve Consent Agenda items as presented.

MOTION CARRIED unanimously.

**COMMENTS BY CITY MANAGER**

- We will be having budget hearings August 7th and 8<sup>th</sup> at 5:30 PM.
- Committee meetings will be held August 20<sup>th</sup> at 5:30 PM.
- Tarleton Move In is August 15-18.
- Stephenville ISD begins August 14<sup>th</sup>.
- Tarleton's 125<sup>th</sup> celebration will be held September 3<sup>rd</sup>.

**COMMENTS BY COUNCIL MEMBERS****EXECUTIVE SESSION**

Mayor Doug Svien recessed the Regular City Council meeting at 7:58 PM and entered into Executive Session at 8:02 PM.

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

- 31. 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**
- 32. Section 551.076. Deliberation Regarding Security Devices or Security Audits - the deployment, or specific occasions for implementation, of security personnel or devices**
- 33. Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: S2600 CITY ADDITION**

Mayor Doug Svien adjourned Executive Session at 8:27 PM and reconvened the Regular City Council meeting at 8:28 PM.

**ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY**

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

MOTION by David Baskett, second by Alan Nix, to authorize the purchase of real property as discussed in Executive Session. MOTION CARRIED unanimously.

- 31. 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**

MOTION by Alan Nix, second by Lonni Reisman, to authorize City Manager to enter into agreement with real estate agent as discussed in Executive Session. MOTION CARRIED unanimously.

- 32. Section 551.076. Deliberation Regarding Security Devices or Security Audits - the deployment, or specific occasions for implementation, of security personnel or devices**

MOTION by Dean Parr, second by David Baskett, to approve an insurance policy as discussed in Executive Session. MOTION CARRIED unanimously.

**ADJOURN**

Mayor Doug Svien adjourned the Regular City Council meeting at 8:29 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.*

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Doug Svien, Mayor

ATTEST:

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Sarah Lockenour, City Secretary

***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.***



## CITY COUNCIL WORK SESSION

City Hall Training Room, 298 W. Washington (use Columbia Street entrance)  
Wednesday, August 07, 2024 at 5:30 PM

## MINUTES

The City Council of the City of Stephenville, Texas, convened on Wednesday, August 7, 2024, in the City Hall Training Room, 298 West Washington Street, for the purpose of a City Council Work Session, 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 Gerald Cook  
Council Member Lon Reisman  
Council Member Dean Parr  
Council Member Maddie Smith  
Council Member David Baskett  
Council Member Brandon Greenhaw  
Council Member Alan Nix

### COUNCIL ABSENT:

### OTHERS ATTENDING:

Jason M. King, City Manager  
Sarah Lockenour, City Secretary

### CALL TO ORDER

Mayor Doug Svien called the work session to order at 5:30 PM.

### REGULAR AGENDA

#### 1. Discuss Proposed FY2024-2025 Budget

City Manager Jason King led the discussion and review of the proposed 2024-2025 budget.

Mayor called a recess at 7:21 PM.

Mayor reconvened the City Council Work Session at 7:28 PM

### ADJOURN

Mayor Doug Svien adjourned the work session at 8:12 PM.

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Doug Svien, Mayor

ATTEST:

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Sarah Lockenour, City Secretary

***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.***



## SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street  
Tuesday, August 20, 2024 at 5:30 PM

### MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, August 20, 2024, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Special 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 Gerald Cook
- Council Member Lonn Reisman
- Council Member Dean Parr
- Council Member Maddie Smith
- Council Member David Baskett
- Council Member Brandon Greenhaw
- Council Member Alan Nix

**COUNCIL ABSENT:**

**OTHERS ATTENDING:**

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

### CALL TO ORDER

Mayor Svien called the Special Meeting to order at 5:39 PM.

### REGULAR AGENDA

**1. Consider Adoption of the Stephenville 2050 Comprehensive Plan**

Gerald Cook provided a brief recap of the Comprehensive Plan process with Lionheart Places.

Abby Gillfillan with Lionheart Places presented the Stephenville 2050 Comprehensive Plan to Council.

MOTION Gerald Cook, second by David Baskett, to approve Ordinance 2024-O-22 adopting the City of Stephenville 2050 Comprehensive Plan. MOTION CARRIED unanimously.

**ADJOURN**

Mayor Svien adjourned the meeting at 6:04 PM.

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Doug Svien, Mayor

ATTEST:

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Sarah Lockenour, City Secretary

AGREEMENT FOR MUNICIPAL COURT BAILIFF  
BETWEEN ERATH COUNTY AND  
CITY OF STEPHENVILLE

STATE OF TEXAS                   §

COUNTY OF ERATH               §

This is an agreement for Municipal Court between ERATH COUNTY, TEXAS (hereinafter referred to as COUNTY) and the CITY OF STEPHENVILLE (hereinafter referred to as CITY), each acting herein by and through its duly authorized officials.

For and in consideration of the mutual benefits stated herein, the parties hereto agree to the following terms and conditions:

1. COUNTY agrees to provide Constable Precinct 1 as bailiff for Municipal Court of the City of Stephenville. The Bailiff is required to perform the following duties and responsibilities:
  - a. Provide security for the Municipal Court, Municipal Court Judge and Court employees;
  - b. Serve subpoenas, warrants, summons and other documents related to and required for the operation of the Court;
  - c. Monitor and control activities of parties, counsel and juries as necessary for Court operation and as directed by the Municipal Court Judge; and
  - d. Other duties as assigned by the Municipal Court Judge.

The obligations as Bailiff for the Municipal Court are secondary to the duties and responsibilities of Bailiff as Constable of Precinct 1.

2. The Bailiff of the municipal court shall obtain a bond in the amount of \$5,000.00 conditioned that he faithfully and impartially discharge the duties required by law. The bond shall be payable to CITY and approved by the City Council. CITY shall be responsible for the cost to obtain such bond. The Bailiff shall provide notice of the cost of obtaining the bond to CITY within 10 days of receipt of an invoice.
3. CITY agrees to pay COUNTY for the cost of performing the services specified in this agreement as follows: monthly payments of \$1,000.00, as a salary supplement for Erath County Constable Precinct 1 starting on October 15, 2024 and an additional \$100.00 per month to reimburse COUNTY for expense (fuel and use of county vehicle) related to the performance of the Bailiff position.
4. This agreement shall be for the period of October 1, 2024 through September 30, 2025.
5. To the extent allowed by law, each party to this agreement will indemnify and hold the other party harmless from and against any and all loss, damage, liability, claim or injury resulting from all action performed by that party or its agents in connection with this agreement.
6. It is expressly understood and agreed that, in the execution of this agreement, neither COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

- 7. Any amendments, alterations, deletions or waiver of the provisions of this agreement shall be valid when expressed in writing and agreed to by the governing bodies of both parties.
- 8. This agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
- 9. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF STEPHENVILLE  
298 West Washington  
Stephenville, Texas 76401

\_\_\_\_\_  
Doug Svien, Mayor, City of Stephenville

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Randy Thomas, City Attorney

STATE OF TEXAS                   §

COUNTY OF ERATH               §

This instrument was acknowledged before me on \_\_\_\_\_, by Doug Svien, Mayor of the City of Stephenville, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

COUNTY OF ERATH  
100 West Washington  
Stephenville, Texas 76401

\_\_\_\_\_  
Brandon Huckabee, Erath County Judge

ATTEST:

\_\_\_\_\_  
Gwinda Jones, Erath County Clerk

APPROVED:

\_\_\_\_\_  
Jason Schipper, Erath County Constable Pct. 1

STATE OF TEXAS                   §

COUNTY OF ERATH               §

This instrument was acknowledged before me on \_\_\_\_\_ by Brandon Huckabee, County Judge of Erath County.

\_\_\_\_\_  
Notary Public, State of Texas



# Regular Business Meeting

## STAFF REPORT

**SUBJECT:** 2024 Airport Apron Maintenance Project  
Project Acceptance

**MEETING:** Regular Business Meeting – 03 SEP 2024

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends acceptance of the above noted project as complete and requests authorization for the City Manager to issue final payment to the contractor. An appropriate resolution is attached.

### BACKGROUND:

The City of Stephenville City Council awarded the contract for the above referenced project on August 5, 2024, for \$58,075.00 to Curtco, Inc. of Center Point, Texas. The contractor has completed the work in accordance with the plans and specifications.

### FISCAL IMPACT SUMMARY:

The project was completed for \$58,075.00 of which \$56,913.50 has been paid to the contractor. The remaining balance of \$1,161.50 will be released to the contractor following formal project acceptance by the city council. An appropriate resolution is attached.

A recommendation for final payment has been received from the engineer of record. There are no identified outstanding issues and a signed Final Bills Paid Affidavit has been received.

### ATTACHMENT(S):

[Resolution No. 2024-XX](#)

RESOLUTION NO. 2024-\_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, TO ACCEPT THE 2024 AIRPORT APRON MAINTENANCE PROJECT AND AUTHORIZE FINAL PAYMENT TO CURTCO, INC.; FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Stephenville entered into a unit price contract with CURTCO, INC. with a final estimated total cost of \$58,075.00; and

WHEREAS, the actual work was completed at a total cost of \$58,075.00 of which \$56,913.50 has been previously paid to the contractor, leaving an amount due of \$1,161.50; and

WHEREAS, the City has received an executed Final Bills Paid Affidavit from the Contractor and a recommendation for final payment from the Engineer of Record.

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

SECTION 1. The 2024 AIRPORT APRON MAINTENANCE PROJECT is hereby accepted, and the City Manager is authorized to make final payment to the contractor.

SECTION 2. It is hereby officially found and determined the meeting which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED this the 3<sup>rd</sup> day of September 2024.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Jason King, City Manager  
Reviewed

\_\_\_\_\_  
Randy Thomas, City Attorney  
Approved as to form and legality



## STAFF REPORT

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**SUBJECT:** Renewal of Car Washes & Oil Changes

**DEPARTMENT:** Finance

**STAFF CONTACT:** Rebecca Crosson

### RECOMMENDATION:

It is the recommendation of the Purchasing Department that the contract for Car Washes & Oil Changes be renewed with Bruner Motors

### BACKGROUND:

This contract went out for bid in FY 22-23 and was awarded to Bruner Motors. The City reserved the right to renew the contract for an additional year.

After contacting Mr. Ibarra, he has confirmed that they are interested in renewing and stated there will be no price changes.



## STAFF REPORT

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**SUBJECT:** Renewal of Turf Maintenance

**DEPARTMENT:** Finance

**STAFF CONTACT:** Rebecca Crosson

### RECOMMENDATION:

It is recommendation of the Purchasing Department and Parks Department that the contract for Turf Maintenance be renewed with Heritage Landscaping.

### BACKGROUND:

This contract went out for bid in FY 23-24 and was awarded to Heritage Landscaping. The City reserved the right to renew the contract an additional year.

After contacting Mr. Baker, he has confirmed that they are interested in renewing and stated there will be no price changes.

**BID SHEET FOR TURF MAINTENANCE PRODUCTS**

**BID NUMBER #3327**

\*sub- see substitutions / additional specs attachment

| <b>Chemicals</b> |                                             |               |                      |
|------------------|---------------------------------------------|---------------|----------------------|
|                  |                                             |               |                      |
|                  | <b>Quantity</b>                             | <b>Item #</b> | <b>Price</b>         |
| *sub-            | Fertilizer 24-0-7 30% Pre-emergent .43%     | 50 lb bag     | ECG5445230 \$23.45   |
|                  | Pre-emergent Weed Control 0-0-7             | 50 lb bag     | BCF10129519 \$14.38  |
|                  | Pre-emergent (Snapshot 2.5 TG or equal)     | 50 lb bag     | DOW5009835 \$91.80   |
|                  | Warm Season Herbicide (Celsius WG or equal) | 10 oz bottle  | BYR79714858 \$125.80 |
|                  | Growth Regulator (Podium or equal)          | 1 Gal         | QUP83013998 \$100.71 |
|                  | Wetting Agent Sticker (Surfactant or equal) | 2.5 Gal       | WSL1707778 \$47.25   |
| *sub-            | Fertilizer 24-0-0 w/30% Uflexx 2% FE        | 50 lb bag     | MEA10134843 \$22.04  |
|                  | Insecticide (Crosscheck or equal)           | 25 lb bag     | AMV11856 \$17.28     |
|                  | Infield Conditioner                         | 50 lb bag     | DPRDPRED \$14.13     |
|                  | Rapid Drying Agent for Infield              | 50 lb bag     | DPRCALCIA \$15.35    |
|                  | Fertilizer 28-3-10 W/ slow release FE 50%   | 50 lb bag     | MEA10132433 \$25.96  |
|                  | Aerosol Marking Paint                       | 17 oz can     | SPYTCWHITE \$4.96    |
|                  | Field Marking Paint                         | 5 Gal         | SPY5844 \$66.29      |
|                  | Field Marking Chalk                         | 50 lb bag     | PRCA56795 \$8.72     |
|                  | Glyphosate (Ranger Pro or equal)            | 30 gal drum   | BYR86754738 \$400.00 |
|                  | Blue Tracking Dye (marking for application) | 2.5 Gal       | WSL1409198 \$49.05   |
|                  | Nut Grass Killer (SedgeHammer or equal)     | 1.3 oz        | NUF10453133 \$58.42  |
| *sub-            | Foam Marker                                 | 1 Gal         | HP301QT \$45.36      |
| *sub-            | Anti Foaming Agent Recede or equal)         | 1 Pint        | WSL1721580 \$6.77    |

To: City of Stephenville

I/we agree to furnish the described equipment, supplies, or services for the prices shown in accordance with specifications attached. By execution of this bid, I hereby represent and warrant to the City of Stephenville that I have read and understood the Bid Documents and this bid is made in accordance with those documents.

**Turf Maintenance Products for City of Stephenville**  
**Bid # 3327**

Vendor must meet or exceed specifications

**Please do not include tax, as the City is tax-exempt. \*\*Use the price sheet provided. \*\***

Heritage Landscape Supply Group Inc

207-606-9119

Company

Telephone Number (include area code)

7440 State Highway 121

Mailing Address

Fax Number (include area code)

McKinney, Texas 75070

jeff.baker@heritageppg.com

City, State, Zip Code

Email Address

Jeff Baker

08/22/2023

Representative Name (print)

Date



Representative Signature

**BID MUST BE SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT. BIDS NOT MANUALLY SIGNED WILL BE REJECTED.**

## City of Stephenville – Bid #3327 – Turf Maintenance Products

Heritage Landscape Supply Group Inc

Substituted products & additional info:

| Requested Product:             | Quoted Product:                           | Comments:                          |
|--------------------------------|-------------------------------------------|------------------------------------|
| 24-0-7 30% pre-m .43% 50LB     | 21-0-5 25XCU .43BARR 50LB                 | 25% slow release w/ .43% Barricade |
| Pre-m 0-0-7 50LB               | 0-0-7 .86PEND 50LB                        | .86% Pendulum                      |
| Snapshot or Equal              | Snapshot 2.5TG 50LB                       |                                    |
| Celsius WG or Equal            | Celsius WG 10 OZ                          |                                    |
| Podium or Equal                | Quali-Pro T-Nex 1GAL                      |                                    |
| Surfactant or Equal            | Windsurf Pro 2.5GAL                       |                                    |
| 24-0-0 30%Uflexx 2%FE          | 24-0-10 30%Uflexx 2%FE                    |                                    |
| Crosscheck or Equal            | Wisdom Lawn Granular 25LB                 |                                    |
| Infield Conditioner            | Diamond Pro Red Infield Conditioner 50LB  |                                    |
| Rapid Drying Agent for Infield | Diamond Pro Calcined Dry Agent 50LB       |                                    |
| 28-3-10 w/ slow-release FE     | 28-3-10 4FE 50SCU 50LB                    | 50% slow release, 4% FE            |
| Aerosol Marking Paint          | Seymour Golf TMC White Paint 17oz         |                                    |
| Field Marking Paint            | Stripe Athletic Field White 5GAL          |                                    |
| Field Marking Chalk            | Pros Choice Diamond White Plus Chalk 50LB |                                    |
| Ranger Pro or Equal            | Ranger Pro 30GAL                          |                                    |
| Blue Tracking Dye              | Mystic SPI Blue 2.5GAL                    |                                    |
| Sedgehammer or Equal           | Nufarm ProSedge 2 1.33oz                  |                                    |
| Foam Marker 1 GAL              | Foam Marker 4X1QT                         | Price is for x4 quart bottles      |
| Recede or Equal 1 PINT         | Foam Force 1QT                            | Price is for 1QT, not 1PT          |



## STAFF REPORT

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**SUBJECT:** Renewal of Maintenance Uniforms

**DEPARTMENT:** Finance

**STAFF CONTACT:** Rebecca Crosson

### RECOMMENDATION:

It is the recommendation of the Purchasing Department and Public Works Department that the contract for this year's Maintenance Uniforms be renewed with Coyote Designs.

### BACKGROUND:

This contract went out for bid in FY 23-24 and was awarded to Coyote Designs. The City reserved the right to renew this contract for an additional year.

After contacting Mr. Cochran, he has confirmed that he is interested in renewing with no price changes.



## MINIMUM SPECIFICATIONS FOR UNIFORMS

**MEET SPECS**  
**YES      NO**

### ITEM 1.      **BUTTON-DOWN SHIRTS**

Material shall be 65/35 polyester cotton blend, short and long sleeve shirts. Machine washable, available in sizes from small to 4XL and tall. Two breast pockets – **with button down flaps**. Color options: White, Tan and Light Gray

X      \_\_\_\_\_

### ITEM 2.      **POLO SHIRTS**

5 to 6 oz, 50/50 cotton/poly preshrunk jersey knit with sport shield stain resistance. Welt collar. Double-needle sleeves and hem. One pocket on chest. Color options: True Navy, Red and White. Machine washable and available in extra-large and tall sizes. *Jerzees 436MP or equal.*

X      \_\_\_\_\_

### ITEM 3.      **POLYESTER T-SHIRTS**

100% polyester 4oz. tee shirt with moisture-wicking technology. Reinforced shoulder seams. Cover seamed neck. Double-needle sleeves and bottom hem. Machine washable and available in extra-large and tall sizes. Color options: Royal, Sand, Graphite and Safety Yellow. *A4 Cooling Performance Crew N3142 or equal.*

X      \_\_\_\_\_

### ITEM 4.      **COTTON T-SHIRTS**

6oz or greater, 100% cotton tee shirt. Shoulder to shoulder taping. Cover seamed neck. Double-needle sleeves and bottom hem. One pocket on chest. Heather gray. Machine washable and available in extra-large and tall sizes.

X      \_\_\_\_\_

### ITEM 5.      **LIGHTWEIGHT JACKETS (WITH OPTIONAL HOOD)**

Jacket shall be 65/35 poly/cotton blend. All weather twill with side pockets, 100% polyester lining and ribbed knit collar, cuffs and waist. Machine washable and available in extra large and tall sizes. Navy blue color. *Red Kap JT38 jacket or equal.*

X      \_\_\_\_\_

### ITEM 6.      **LIGHTWEIGHT POLYESTER JACKET**

Jacket shall have 100% polyester (solid) and 92/8 poly/spandex shell (heather colors) bonded to a water-resistant film insert and a 100% polyester microfleece lining, 1000MM fabric waterproof rating, 1000G/M2 fabric breathability rating, zip-through cadet collar with chin guard, front zippered pockets with open cuffs and hem. Machine washable and available in extra-large and tall sizes. Black color. *Port Authority J317 jacket or equal.*

X      \_\_\_\_\_

MEET SPECS  
YES NO

**ITEM 7. CHORE COAT NO HOOD (BLANKET LINED JACKET)**

Coat shall have a 100% cotton duck outside with soft premium polyester blanket lining. Details shall include: hand warmer pockets, bi-swing back construction, corduroy collar and triple needle seam construction. Machine washable and available in extra-large and tall sizes. Brown duck color. *Dickies 758 blanket lined jacket or equal.*

X \_\_\_\_\_

**ITEM 8. CHORE COAT WITH HOOD (BLANKET LINED JACKET)**

Coat shall have a 100% cotton duck outside with soft premium polyester blanket lining. Details shall include: hand warmer pockets, hood with dyed to match drawstring and triple needle seam construction. Rib knit cuffs and waistband. Machine washable and available in extra-large and tall sizes. Brown duck color. *Dickies TJ350 or equal.*

X \_\_\_\_\_

**ITEM 9. COVERALLS NON-INSULATED – DARK BLUE**

Material should be 65/35 poly/cotton blend, soil release treated. Two-way solid brass zipper front closure; pass through side pockets and chest pockets. Machine washable and available in extra large and tall sizes. *Cintas 912 coveralls or equal.*

X \_\_\_\_\_

**ITEM 10. COVERALL INSULATED - BROWN**

Side entry chest pockets. Double knees. Nylon scuff guards. Water repellent finish. Zip close chest pockets & left back pocket. Heavy duty brass 2-way front zipper. Heavy duty brass zipper on lower pant leg. Machine washable and available in extra large and tall sizes. *Dickies TV261 insulated coverall or equal.*

X \_\_\_\_\_

**ITEM 11. INSULATED BIB OVERALL**

Material shall be 100 % cotton with 100% nylon lining. Chest pockets with zip close. Heavy duty 1-way front zipper – zipper must be from ankle to waist. Brown Duck color. Machine washable and available in extra large and tall sizes. *Dickies TB839 insulated bib overalls or equal.*

X \_\_\_\_\_

**ITEM 12. JEANS**

Wrangler # 13mwz and 31mwz blue denim

No Bid \_\_\_\_\_

**MEET SPECS**  
**YES      NO**

**ITEM 13.      STEEL TOE WORK BOOTS**

- Men's 6" lace-up Red Wing #2212 (or equal)
- Men's 8" lace-up Red Wing #2408 (or equal)
- Men's 11" round toe pull on Red Wing #2231 (or equal)
- Men's 11" square toe pull on Workwear #4690J (or equal)
- Men's hiker Red Wing #3503 (or equal)

\_\_\_\_\_  
\_\_\_\_\_  
NO      YES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Stephenville**  
**Bid sheet (Please state ALL sizes)**

|        |                                        | Sizes                          | Price                     |
|--------|----------------------------------------|--------------------------------|---------------------------|
| ITEM 1 | Button Down Shirts Short Sleeve (each) | <del>Regular sizes</del>       | <u>Stock</u>              |
|        |                                        | <del>XL &amp; Tall sizes</del> | <u>Non-Stock</u>          |
|        |                                        | White Only S-4X                | \$ <del>32.00</del> 32.00 |
|        |                                        | Tall XL-3X                     | \$ 54.00                  |
|        | Button Down Shirts Long Sleeve (each)  |                                | \$ 36.00                  |
|        | <del>Regular sizes</del>               | <u>Stock</u>                   | \$ 35.00                  |
|        |                                        | <u>Non Stock</u>               | \$ 60.00                  |
|        |                                        | White Only S-3X                | 40.00                     |
|        |                                        | Tall XL-3X                     |                           |
| ITEM 2 | Polo Shirts (each)                     | Regular sizes                  | <u>S-XL</u>               |
|        |                                        | XL & Tall sizes                | <u>2X-4X</u>              |
|        |                                        |                                | <u>Tall</u>               |
|        |                                        | \$ 21.50                       |                           |
|        |                                        | \$ 26.00                       |                           |
|        |                                        | 28.00                          |                           |
| ITEM 3 | Polyester T-Shirts (each)              | Regular sizes                  | <u>S-XL</u>               |
|        |                                        | XL & Tall sizes                | <u>2X-3X</u>              |
|        |                                        |                                | <u>4X</u>                 |
|        |                                        | \$ 17.50                       |                           |
|        |                                        | \$ 15.50                       |                           |
|        |                                        | 19.00                          |                           |
| ITEM 4 | Cotton T-Shirts (each)                 |                                | <u>TALL</u>               |
|        |                                        | Regular sizes                  | <u>S-XL</u>               |
|        |                                        | XL & Tall sizes                | <u>2X-4X/Tall</u>         |
|        |                                        | \$ 17.50                       |                           |
|        |                                        | \$ 24.00                       |                           |
|        |                                        | \$ 12.00                       |                           |
| ITEM 5 | Jackets, Cotton/Poly (each)            | <del>Regular sizes</del>       | <u>Stock</u>              |
|        |                                        | <del>XL sizes</del>            | <u>Non-Stock</u>          |
|        |                                        |                                |                           |
|        |                                        | \$ 52.50                       |                           |
|        |                                        | \$ 94.00                       |                           |
| ITEM 6 | Jackets, Polyester (each)              | Regular sizes                  | <u>S-XL</u>               |
|        |                                        | XL sizes                       | <u>2X-4X/Tall</u>         |
|        |                                        |                                |                           |
|        |                                        | \$ 37.00                       |                           |
|        |                                        | \$ 44.00                       |                           |
| ITEM 7 | Chore Coats, no hood (each)            | Regular sizes                  | <u>S-XL</u>               |
|        |                                        | XL sizes                       | <u>2X-4X</u>              |
|        |                                        |                                |                           |
|        |                                        | \$ 68.00                       |                           |
|        |                                        | \$ 72.00                       |                           |
| ITEM 8 | Chore Coats, with hood (each)          | Regular sizes                  | <u>S-2X</u>               |
|        |                                        | XL & Tall sizes                | <u>3X-4X/Tall</u>         |
|        |                                        |                                |                           |
|        |                                        | \$ 60.00                       |                           |
|        |                                        | \$ 70.00                       |                           |

|         |                                 | Sizes                                                   | Price                          |
|---------|---------------------------------|---------------------------------------------------------|--------------------------------|
| ITEM 9  | Coveralls: Non-insulated (each) |                                                         |                                |
|         |                                 | <del>Regular sizes</del>                                | <u>Stock</u> \$ 50.00          |
|         |                                 | <del>XL &amp; Tall sizes</del>                          | <u>Non Stock</u> \$ 90.00      |
| ITEM 10 | Coveralls: Insulated (each)     |                                                         |                                |
|         |                                 | Regular sizes                                           | <u>S - 2X</u> \$ 130.00        |
|         |                                 | XL & Tall sizes                                         | <u>3X - 4X</u> \$ 135.00       |
|         |                                 |                                                         | <u>TALL</u> 150.00             |
| ITEM 11 | Bib Overalls: Insulated (each)  |                                                         |                                |
|         |                                 | Regular sizes                                           | <u>S - XL</u> \$ 87.50         |
|         |                                 | XL & Tall sizes                                         | <u>2X - 4X / TALL</u> \$ 95.00 |
| ITEM 12 | Jeans #13mwz or 31mwz (each)    |                                                         |                                |
|         |                                 | Regular sizes                                           | <u>NO</u> \$ BID               |
|         |                                 | XL sizes                                                | <u>NO</u> \$ BID               |
| ITEM 13 | Boots: (each)                   |                                                         |                                |
|         |                                 | Men's 6" lace-up Red Wing #2212 (or equal)              | \$                             |
|         |                                 | Men's 8" lace-up Red Wing #2408 (or equal)              | \$                             |
|         |                                 | Men's 11" round toe pull on Red Wing #2231 (or equal)   | <u>NO BID</u>                  |
|         |                                 | Men's 11" square toe pull on Workwear #4690J (or equal) | \$                             |
|         |                                 | Men's hiker Red Wing #3503 (or equal)                   | \$                             |

I or we agree to furnish the described maintenance uniforms within 5 weeks of the order date, for the prices shown, in accordance with specifications attached. By execution of this bid, I hereby represent and warrant to the City of Stephenville that I have read and understood the Bid Documents and this bid is made in accordance with those documents.

**Maintenance Uniforms for City of Stephenville**  
**Bid # 3325**  
  
Vendor must meet or exceed specifications

**Please do not include tax, as the City is tax-exempt. \*\*Use the bid sheet provided. \*\***

Coyote Designs  
Company

254-968-3115  
Telephone Number (include area code)

1193 W. South Loop  
Mailing Address

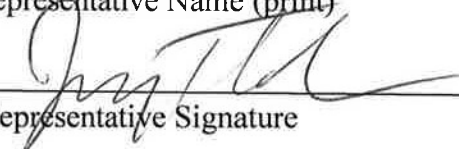
\_\_\_\_\_  
Fax Number (include area code)

Stephenville, TX 76401  
City, State, Zip Code

Jason@spcotx.com  
Email Address

Jeremy T. Cochran  
Representative Name (print)

8-28-23  
Date

  
Representative Signature

***BID MUST BE SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT. BIDS NOT MANUALLY SIGNED WILL BE REJECTED.***

***Shipping will be at the expense of the vendor and therefore should be included in the bid price.***



8/28/2023



Coyote Designs  
1193 W. South Loop  
Stephenville, Texas

**City of Stephenville  
Maintenance Uniform Renewal / Bid# 3292**

Attached is Coyote Designs' submission for the Maintenance Uniform annual contract for 2023-2024. All items meet or exceed minimum specifications with the exceptions noted in Attachment 1 to this letter. Attachment 2 lists each item by number referenced in the original bid package and specifies the exact product being bid by Brand, Style Number, and Description, along with the per piece pricing broken down by size (including all required embroidery). Attachment 3 lists the stock and non-stock sizes for all Red Kap items submitted in this bid.

**RED KAP PRICING CHANGES**

Red Kap has standardized their pricing around Stock and Non-stock items. All stock items are sold at the same price point and all non-stock items are sold at a different, higher price point, reflecting the cost of producing non-stock items on demand.

**PRODUCT AVAILABILITY ADVISORY:**

Coyote Designs sources all items bid directly from the manufacturer or the manufacturer's recommended distributor. At the time of bid submission, most items were verified to have sufficient on-hand or projected stock levels in all sizes to meet the expected contract requirements. However, due to ongoing manufacturing and supply chain issues, we cannot guarantee that sufficient stock will be available at the time of order. Additionally, Coyote Designs cannot guarantee delivery timelines for items unavailable or backordered at the time of order.

Todd Cochran  
Owner/General Manager  
Coyote Designs



**ATTACHMENT 1: EXCEPTIONS TO MINIMUM SPECIFICATIONS**

NONE



## City of Stephenville Maintenance Uniform Bid

• • •

**ATTACHEMENT 2: ITEM DETAILS AND PRICING****Item 1 - Red Kap SY60 Short Sleeve Solid Ripstop Shirt (Khaki, Grey)**

- Stock sizes: \$32.00
- Non-stock sizes: \$54.00

## Red Kap SY50 Long Sleeve Solid Ripstop Shirt (Khaki, Grey)

- Stock sizes: \$35.00
- Non-stock sizes: \$60.00

## Dickies 2575 Short Sleeve Work Shirt (White)

- S-4XL, Tall XL-3XL: \$36.00
- NO OTHER SIZES ARE AVAILABLE

## Dickies 5574 Long Sleeve Work Shirt (White)

- S-3XL, Tall XL-3XL: \$40.00
- NO OTHER SIZES ARE AVAILABLE

**Item 2 – Jerzees 436MP Polo w/Pocket (True Navy, Red, White)**

- S – XL: \$21.50
- 2XL – 4XL: \$26.00

## Port Authority Tall Polo w/Pocket (True Navy, Red, White)

- Tall Sizes: \$28.00

**Item 3 – A4 N3142 Cooling Performance T-Shirt (Royal, Sand, Graphite, Safety Yellow)**

- S – XL: \$12.50
- 2XL – 3XL: \$15.50
- 4XL: \$19.00

## Sport-Tek TST350 Tall Competitor Tee (Royal, Sand, Graphite, Safety Yellow)

- Tall Sizes: \$17.50

**Item 4 – Port & Co. PC61P Essential Pocket Tee (Heather Grey)**

- S – XL: \$14.00
- 2XL – 4XL & Tall Sizes: \$17.00



**Item 5 – Red Kap JT38 Lightweight Jacket (Navy)**

- Stock sizes: \$52.50
- Non-stock sizes: 94.00

**Item 6 – Port Authority J317 Core Soft Shell Jacket (Black)**

- S – XL: \$37.00
- 2XL – 4XL & Tall Sizes: \$44.00

**Item 7 – CornerStone CSJ40 Washed Duck Cloth Flannel-Lined Jacket (Duck Brown)**

- S – XL: 68.00
- 2XL – 4XL: \$72.00

**Item 8 – CornerStone Duck Cloth Hooded Work Jacket (Duck Brown)**

- S – 2XL: \$60.00
- 3XL – 4XL & Tall Sizes: \$70.00

**Item 9 – Red Kap CT10 Twill Action Back Long Sleeve Coveralls (Dark Navy)**

- Stock sizes: \$50.00
- Non-stock sizes: \$90.00

**Item 10 – Berne I417 Heritage Insulated Coveralls (Brown Duck)**

- S – 2XL: \$130.00
- 3XL – 4XL: \$135.00
- Tall Sizes: \$150.00

**Item 11 – Berne B415 Heritage Insulated Bib Overalls (Brown Duck)**

- S – XL: \$87.50
- 2XL – 4XL & Tall Sizes: \$95.00

## City of Stephenville Maintenance Uniform Bid

**ATTACHEMENT 3: STOCK AND NON-STOCK SIZES FOR RED KAP ITEMS****Item 1 - Red Kap SY60 Short Sleeve Solid Ripstop Shirt (Khaki, Grey)**

- Stock sizes:
  - Regular Body – S, MD, LG, XL, 2XL, 3XL
  - Long Body – LG, XL, 2XL
- Non-stock sizes:
  - Regular Body – 4XL
  - Long Body – S, MD, 3XL, 4XL

**Red Kap SY50 Long Sleeve Solid Ripstop Shirt (Khaki, Grey)**

- Stock sizes:
  - Regular Body – S, MD, LG, XL, 2XL, 3XL
  - Long Body – LG, XL, 2XL
- Non-stock sizes:
  - Regular Body – 4XL
  - Long Body – MD, 3XL, 4XL

**Item 5 – Red Kap JT38 Lightweight Jacket (Navy)**

- Stock sizes:
  - Regular Body – S, MD, LG, XL, 2XL, 3XL, 4XL
  - Long Body – LG, XL, 2XL, 3XL, 4XL
- Non-stock sizes:
  - Shot Body – S, MD, LG, XL, 2XL, 3XL, 4XL
  - Long Body – S, MD

**Item 9 – Red Kap CT10 Twill Action Back Long Sleeve Coveralls (Dark Navy)**

- Stock sizes:
  - Regular Body – 34" to 60" waist
  - Long Body – 38" to 58" waist
- Non-stock sizes:
  - Short Body – all sizes 36" to 52" waist
  - Regular Body – 30", 32" waist
  - Long Body – 36", 60" waist



## STAFF REPORT

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**SUBJECT:** Renewal of Pest Control

**DEPARTMENT:** Finance

**STAFF CONTACT:** Rebecca Crosson

### RECOMMENDATION:

It is the recommendation of the Purchasing Department and the City Manager that the contract for Pest Control be renewed with Timmons Exterminating.

### BACKGROUND:

This contract went out for bid in FY 23-24 and was awarded to Timmons Exterminating. The City reserved the right to renew the contract for an additional year.

After contacting Mr. Timmons, he has confirmed that they are interested in renewing and stated there will be no price changes.

**CITY OF STEPHENVILLE**  
**BID SHEET – PEST CONTROL ITB 3324**

| Location                                                                | Price<br>(internal monthly) | Price<br>(external quarterly) |
|-------------------------------------------------------------------------|-----------------------------|-------------------------------|
| 1. City Hall                                                            | 28. <sup>00</sup>           | None                          |
| 2. Public Library                                                       | 28. <sup>00</sup>           | Free                          |
| 3. Public Safety                                                        | 28. <sup>00</sup>           | Free                          |
| 4. Fire Station #1                                                      | 34. <sup>00</sup>           | None                          |
| 5. Fire Station #2                                                      | 34. <sup>00</sup>           | Free                          |
| 6. Senior Citizens                                                      | 28. <sup>00</sup>           | None                          |
| 7. Parks & Recreation                                                   | 28. <sup>00</sup>           | None                          |
| 8. Shop Across from Rec<br>Hall                                         | 28. <sup>00</sup>           | None                          |
| 9. Splashville Aquatic<br>Center                                        | 34. <sup>00</sup>           | Free                          |
| 10. NYC baseball field<br>Concession Stand                              | 28. <sup>00</sup>           | Free                          |
| 11. Airport Terminal                                                    | 28. <sup>00</sup>           | Free                          |
| 12. Historical Museum<br>(including termite<br>inspection<br>& control) | 45. <sup>00</sup>           | Free                          |
| 13. Municipal Service Center                                            | 34. <sup>00</sup>           | Free                          |
| 14. MSC Warehouse                                                       | 28. <sup>00</sup>           | Free                          |
| 15. Garfield Pump Station                                               | 28. <sup>00</sup>           | Free                          |
| 16. Lillian Pump Station                                                | 28. <sup>00</sup>           | Free                          |
| 17. Airport Pump Station                                                | 28. <sup>00</sup>           | Free                          |
| 18. Dublin Pump Station                                                 | 28. <sup>00</sup>           | Free                          |

To: City of Stephenville

I/we agree to furnish the described equipment, supplies, or services for the prices shown in accordance with specifications attached. By execution of this bid, I hereby represent and warrant to the City of Stephenville that I have read and understood the Bid Documents and this bid is made in accordance with those documents.

**Pest Control for City of Stephenville**  
**Bid # 3324**

Vendor must meet or exceed specifications

Please do not include tax, as the City is tax-exempt. \*\*Use the price sheet provided. \*\*

Timmons Exterminating  
Company

254.968.2878  
Telephone Number (include area code)

2 Blairwood Dr  
Mailing Address

\_\_\_\_\_  
Fax Number (include area code)

DUBLIN TX 76446  
City, State, Zip Code

timmons.ext@yahoo.com  
Email Address

JEFF TIMMONS  
Representative Name (print)

8-28-23  
Date

  
Representative Signature

**BID MUST BE SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT. BIDS NOT MANUALLY SIGNED WILL BE REJECTED.**



## STAFF REPORT

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**SUBJECT:** Renewal of SPARD Photography

**DEPARTMENT:** Finance

**STAFF CONTACT:** Rebecca Crosson

### RECOMMENDATION:

It is the recommendation of the Purchasing Department and Parks and Recreation Department that the contract for Photography Services be renewed with TSS Photography.

### BACKGROUND:

This contract went out for bid in FY 23-24 and was awarded to TSS Photography. The City reserved the right to renew the contract for an additional year.

After contacting TSS Photography, they have confirmed they are interested in renewing and stated there would be no price changes.

10% of sales are to be paid to the City.



**PROFESSIONAL PHOTOGRAPY FOR SPARD ATHLETIC EVENTS  
BID SHEET – ITB 3322**

Percent of sales to be paid to the City: 10 %

TSS Photography  
Company Name

214-733-2526  
Telephone

1085 County Rd 414  
Address

\_\_\_\_\_  
Fax

Glen Rose, TX 76043  
City / State / Zip

Crystal.burgess@TSSphotography.com  
Email Address

Crystal Burgess  
Authorized Representative (printed)

Crystal Burgess  
Signature

8/5/23  
Date

***This form must be manually signed by a person authorized to bind the firm in a contract. Bids not manually signed will be rejected***





# **TECHNICAL PROPOSAL FOR YOUTH SPORTS PHOTOGRAPHY**

## **ITB 3322**

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Submitted to:

**Tricia Wortley  
Purchasing Manager  
298 W. Washington  
Stephenville, TX 76401**

Submitted by:

**TSS Photography of Glen Rose  
Crystal Burgess  
1085 CR 414  
Glen Rose, Tx 76043  
(214)733-2526  
Crystal.burgess@tssphotography.com**

# Personnel and Relevant Project Experience

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**Thank you** for allowing **TSS Photography of Glen Rose** to submit a proposal to provide photographic services to the City of Stephenville SPARD. We understand the hassles that can go into picture day, and we do all we can to make it easy on the organizations we serve. Simply put, we are the best in the business for many reasons. We have successfully been doing business since 2009.

**TSS Photography** is a national franchise that has been capturing memories for over 30 years with over 200 locations throughout the United States. **TSS Photography of Glen Rose** is a family-owned company proudly operated by Crystal Burgess of Glen Rose, TX and has been in business since 2009. We take pride in living and servicing the Glen Rose Community and the surrounding areas, specializing in Team and Individual Photos for all youth sports, schools and special events. TSS Photography is owned and operated by Candid Color Systems with its' own lab and manufacturing facility to ensure high quality and quick turnaround for our customers. TSS Photography photographs over 2 million children each year.

Crystal Burgess is the owner of the business and handles all aspects of it including Sales, Marketing, Photography, Customer Service, Human Resources and more. Crystal handles customer service calls and emails personally and is also present (and probably photographing) at every picture day. Crystal can be reached at (214) 733-2526.

Crystal started the business of photography in 2009 doing portrait, wedding, and event photography. She started into volume photography for sports and schools in 2013 and her business continues to grow. Each photographer, assistant or worker must go through an extensive national background check before they are considered for employment.

TSS Photography is the industry leader when it comes to offering innovative products that keep your Picture Day experience fresh and new. Our product selection is the largest selection on the market, we literally have hundreds of options available depending on the needs of the league and type of sports. Our exclusive designs have brought smiles to millions of customers over the years. Our customized products help parents and children capture each season with personalized keepsakes.



## REFERENCES

**Misty Martin**  
**Rio Vista Sports**  
**[mmartin@rvisd.net](mailto:mmartin@rvisd.net)**

We have been the providers of youth sports photography for the past 4 years. We have photographed Baseball, Basketball, Softball, and Volleyball for Rio Vista Youth Association and Rio Vista Junior High and High School. We have been committed to quality photography and products, quick delivery times, superior customer service and we have been able to change our way of doing business as needed.

**Amanda Martin**  
**Waxahachie Soccer Association**  
**[\(972\)825-9923](tel:(972)825-9923)**  
**[rubyjade@13@gmail.com](mailto:rubyjade@13@gmail.com)**

We are the providers of Youth Sports Photography for 9 years for soccer photography. We provide both fall and spring soccer seasons. They have been impressed with our picture quality, picture day processes and services and products offered and fast turnaround times.

**Chaunte Martinez**  
**Cleburne Soccer Association**  
**[\(817\)659-5106](tel:(817)659-5106)**  
**[chaunte@cleburnesoccer.com](mailto:chaunte@cleburnesoccer.com)**

We have been the providers of Youth Sports Photography for Cleburne Soccer for the past 6 seasons. We provide Picture Day for 6 seasons each year for Soccer in the spring and fall. They continually praise us for our professionalism both in service and products offered and fast turnaround times.

### SCHEDULING:

**TSS Photography of Glen Rose** will handle all Picture Day scheduling upon request based on the provided game schedules. Because we are located locally, we can be flexible on dates and times that are most convenient for the league.

### PACKAGES & PRICES:

**TSS Photography of Glen Rose** offers hundreds of unique products and a variety of packages that start at \$17.00. In addition, participants are not required to purchase a package, they can purchase individual items. All orders are placed directly by the customer and shipped to the customers address they note on their order. Parents will be able to order from their mobile devices or computers within moments of the individual pictures being taken. They will receive notification that their pictures are ready, and they can order immediately. We will guarantee prices quoted for a minimum of one year. A screenshot of sample packages and pricing from our online order page is below. We have hundreds of items; this is just a small sample of the many packages and products we have.



1:17

1:17

1:17

TSS Photography

[Packages](#)
[Prints](#)
[Sport Products](#)
[Accessories](#)
[Promotional Products](#)

TSS Photography

[Packages](#)
[Prints](#)
[Sport Products](#)
[Accessories](#)
[Promotional Products](#)

TSS Photography

[Packages](#)
[Prints](#)
[Sport Products](#)
[Accessories](#)
[Promotional Products](#)



3-Trading Cards  
Cards will be sport specific  
\$15.00 [Add To Cart](#)

16-Trading Cards  
Cards will be sport specific  
\$20.00 [Add To Cart](#)



Travel Mug  
\$25.00 [Add To Cart](#)



Sport Specific Magazine Cover  
Product will be sport specific  
\$16.00 [Add To Cart](#)



Water Bottle  
\$25.00 [Add To Cart](#)



Dog Tag  
\$10.00 [Add To Cart](#)



Pennant  
Product will be sport specific  
\$25.00 [Add To Cart](#)



#21 Sport Specific Magazine  
Cover  
Product will be sport specific  
\$15.00 [Add To Cart](#)



Ceramic Mug & 4 Wallets  
\$25.00 [Add To Cart](#)



8x10 Statuette  
\$25.00 [Add To Cart](#)



Photo Button  
\$8.00 [Add To Cart](#)



11x14 Statuette (1)  
\$35.00 [Add To Cart](#)

FAQ SUPPORT

**“SHIP TO PARENT”:**

Why does the league have to be responsible to deliver the packages to the customer via the coach? We are proud to say that TSS Photography was the pioneer of the “Ship-To-Parent” program. Orders may be placed by the customer just moments after the picture is taken. Orders typically leave the lab where they are printed within 24 hours of ordering. The mail system has been a little slow lately, so that is why it may take up to 2 weeks before they arrive. All digital downloads are emailed immediately.

**WEBSITE:**

**TSS Photography of Glen Rose** has a website that provides samples of our work & products offered. [www.TSSPhotography.com/glen-rose](http://www.TSSPhotography.com/glen-rose). It also offers the opportunity for online ordering 24/7 via computer or smart devices.

**VIEW FIRST:**

**TSS Photography of Glen Rose** offers parents the ability to view participant’s pictures before purchasing on their personal mobile devices, and computers. We take multiple photos of each child with a variety of poses. Our “mix and match” packages mean that every sheet can be a different pose, background, or even multiple children in the family.

## **REBATE AND SPONSORSHIP**

**REBATE:**

**TSS Photography of Glen Rose will provide 10% of gross sales.** We pay a rebate on each Picture Day order received. Anyone who stands in front of a camera and places an order within 30 days of Picture Day, The City of Stephenville will receive a rebate of 10% of gross sales. For example, if a \$40 order is placed, we will take out shipping and sales tax and reward the City of Stephenville with 10% of the new total.

**OTHER OFFERS:**

**TSS Photography of Glen Rose will negotiate for Coaches, board member and sponsor gifts.** I know every league is different and I will accommodate SPARD with their choice of Coaches gifts. Coaches and board members can be given a code to order and receive their free team picture (or whatever SPARD would like for coach gift) with online ordering process. Sponsor plaques can also be printed.

**CLIENT SATISFACTION:**

**TSS Photography of Glen Rose** takes pride in the professional and courteous service we provide to many local and regional organizations, their participants, parents and coaches. We offer 100% customer guarantee to all our customers. We work with all of our customers to make them happy by either retaking the photo or refunding their money or reprinting items for free. We also administer a customer survey that is sent to each customer (providing they supplied their email address when they ordered). The survey points out all aspects of the Picture Day experience and we respond to our participants with incentive to complete it. We also follow up on any issues that may need to be resolved. Another benefit to working with TSS Photography of Glen Rose is that we OWN and OPERATE the business. If a customer calls the office, they will get Crystal Burgess on the phone, and I will work with all participants directly.

# WHAT DO CUSTOMERS RECEIVE?

## EACH PARTICIPANT RECEIVES...

- Complimentary Portrait Photography of each participating athlete and team
- Email and text links to the athlete's personal gallery

-A Custom Order Summary (example below) that includes:

- Detailed description of what they ordered
- TSS Photography of Glen Rose contact information
- Unique number that leads the customer directly to the child's photo on our website

ID: 91030\_V4668C00

**Grace Hill**  
PO Box 747  
Little River, SC 29566-0747


Reach us by phone OR online  
www.tssphotography.com/coastalcarolina  
(843) 273-0326

© 2014 TSS Photography Inc. NMB Sample event

| QTY / Description                                                           | TOTAL*  |
|-----------------------------------------------------------------------------|---------|
| 1 - 6 Starter Pack: 2-3x5, 2- wallets, 2-Flex Magnets, and 1-5x7 Team Photo | \$28.00 |

\* May not reflect Picture Day discounts or shipping

Visit us Online



For More Great Products & Gift Ideas

Visit us online to find more products, gift ideas, or to order more prints!



Impact Series

Ask a TSS Representative about these amazing products with out of this world special effects!



Don't Forget.

Let TSS Photography Photograph Your Next League, School, or Special Event!

Visit us at:  
tssphotography.com



TSS ID# 27017358-cc-8748

"Reading is to the mind what exercise is to the body."  
- Richard Steele

TSS

Photography

- The products they ordered are shipped via USPS, UPS, & Fed Ex in a timely manner (2 weeks)
- Email confirmation of their order.
- Online reorder options (great for family and friends that live outside the area).
- 100% customer service... even after picture day.

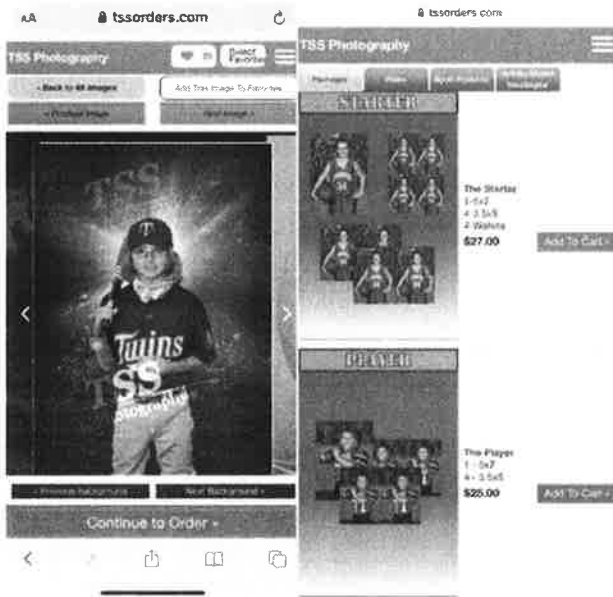
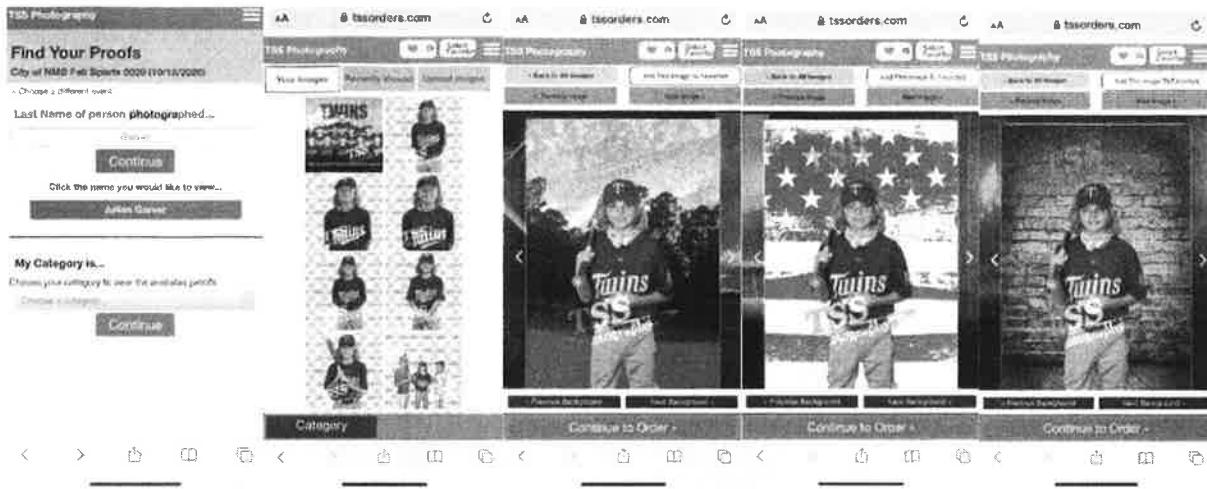


## ABOUT TSS PHOTOGRAPHY

- **SAFETY FIRST:** All TSS Staff are Certified Safe. Each staff member must go through an extensive national background check before they are considered for employment
- **CONSISTENCY:** TSS has been the largest youth sports photography company since 1983.
- **VARIETY:** TSS has the largest product line on the market with new products developed every year at a reasonable price. Our products can be customized to include league logos, and we have products available for every sport you can imagine.
- **EXCELLENT LAB:** We own a state-of-the-art facility that processes over 2 million images a year at TSS Headquarters in Oklahoma City, OK. Each product undergoes a quality approval process which ensures that the customer gets a quality product every time.
- **RELATIONSHIPS:** TSS thrives on long term relationships and will go the extra mile to maintain all relationships. Customer service is our number one goal!
- **GO GREEN:** We have been utilizing green screen and TKO technology for many organizations which provides the most updated technology. Participants report to the camera station individually and we take multiple pictures of them. We offer the City of Stephenville fields as an optional background and other cool & fun graphic backgrounds that the customer can choose from. We also can create the team picture with our **Virtual Group technology**. This has been very helpful, so that even when someone missed their original picture time, we can still include them in the team picture.
- **DIRECT LINK/BANNERS:** "Hassle free" means TSS handles all aspects of pictures for your League. TSS can provide direct access for parents from your website to ours.
- **100% CUSTOMER GUARANTEE:** We do all we can to ensure that we are mistake free, but about 2% of the time we have an issue that arises. We work with any customer to make them happy by either retaking the photo or refunding their money. We strive to make every customer happy.

## PICTURE DAY PROCESS

- **SCHEDULING:** TSS will handle all aspects of scheduling. Picture times are typically determined by the schedule of games and location of pictures. The City of Stephenville provides TSS Photography with Rosters and Game Schedules.
- **ORGANIZATION:** Picture day is always staffed with an appropriate number of photographers to ensure the teams remain on time throughout the day/evening. Staying on time is extremely important to the success of our program. We will have multiple photography stations to ensure a smooth and quick picture day experience.
  - ✓ **CAMERAS:** We will provide as many cameras as needed to ensure a smooth picture day for the league. Most of the time we provide 3 cameras but it really depends on the league and the numbers of kids involved. We work with many large organizations and process a lot of kids in a relatively short period of time with almost no mistakes.
  - ✓ **ASST PHOTOGRAPHERS:** We have assistants pose each subject (several poses available per sport) at each and every picture day. They typically adjust the hair and clothing of the subject as needed, which allows the photographer to focus on taking high quality images.
  - ✓ **PICTURE DAY MANAGER:** A Picture Day Manager is responsible for ensuring a smooth picture day process and serves as a manager of all things related to picture day.
  - ✓ **Online Ordering:** All orders are placed by the customer. There are NO ORDER FORMS to be completed which helps eliminate order errors with misspelling of addresses etc.
- **FLEXIBILITY:** We are very flexible to meet the needs of the leagues we serve. We can shoot indoors or outdoors and are available any day of the week including weekdays and weekends. If a picture day is scheduled outdoors but needs to be moved to an indoor location due to weather we can adjust accordingly if needed.
- **HASSLE FREE:** We are a SERVICE COMPANY. You run your program and TSS takes care of the pictures. We handle all the details and do most of the work, so you don't have to!
- **TURN AROUND TIME:** TSS Photography of Glen Rose will deliver the individual pictures on-line within 24 hours of them being taken. The team pictures may take up to a week depending on the schedule. With TSS Photography of Glen Rose, packages and products will be shipped from our lab within 72 hours of their order being placed and sometimes quicker! We offer a 100% satisfaction guarantee where we will either reshoot or provide a refund for any parent dissatisfied with the photos.
- **EXAMPLE OF MOBILE ORDER:** Here is a picture showing a sample of what it would look like on a customer's smart phone. They can insert their participants name, view the photos, choose from hundreds of backgrounds pick a product or package and add to cart. They can mix and match poses and backgrounds within packages.



**TSS Photography of Glen Rose** will handle all Picture Day scheduling based on the provided game schedules. As we mentioned in a previous section, because we are located locally, we can be flexible on dates and times that are most convenient for the league. We have the ability to schedule multiple days when necessary. For example, if Picture Day will be on Game Day and the 18 Soccer Teams play over a two-night span, then we will come both nights. We will schedule as many or as little Picture Days that the league schedule warrants.

In case of inclement weather, we would propose an alternate date for those affected teams.

## Treatment of Issues

The previous pages include the information we are offering The City of Stephenville SPARD, however, we limited to just these items or specifications. **Everything is negotiable and we can MATCH ANY REASONABLE OFFER** from our competitors, considering we are comparing similar products and services.

We understand that picture day can be a hassle for any league. We have perfected the picture day process to ensure a hassle-free picture day for the league. As you can see, we have a number of resources that offer our customers multiple options, whether it be processes (field or green screen/TKO), photography options (green screen/TKO – realistic or graphic, multiple poses etc.), On-line Picture Day ordering and much more.

We are committed to servicing The City Stephenville SPARD with the utmost respect and attention to detail for all parties involved.

We would also like the opportunity to discuss our Impact Series Products that we feel would be perfect for the City of Stephenville SPARD.

## Signatures of Proposers

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Crystal Burgess  
Owner - TSS Photography of Glen Rose.

Regular City Council Meeting  
**STAFF REPORT**



**SUBJECT:** Food Inspection Services  
**DEPARTMENT:** Finance  
**STAFF CONTACT:** Rebecca Crosson

**RECOMMENDATION:**

It is the recommendation of the Purchasing Manager and Development Services Department that the contract be awarded to Brad Hodges Inspections.

**BACKGROUND:**

Request for bids were advertised and solicited for the Food Inspection Service contract. Bids were opened on August 30, 2024, at 2pm. We received two (2) bids which were reviewed. The contract will be in effect for the 2024-2025 fiscal year.

Bid tab is as follows:

| Description                        | Brad Hodges | Bureau Veritas |
|------------------------------------|-------------|----------------|
| Routine inspection                 | \$100.00    | \$150.00       |
| Pre-opening inspection             | \$100.00    | \$150.00       |
| Complaint inspections              | \$100.00    | \$150.00       |
| Mobile food service inspections    | \$100.00    | \$150.00       |
| Temporary food service inspections | \$100.00    | \$150/hr       |
| Re-inspections                     | \$100.00    | \$150.00       |

Total Expenditures for fiscal year 2023-2024 (to date) was \$30,220.00

Total Expenditures for fiscal year 2022-2023 was \$30,700.00

Total Expenditure for fiscal year 2021-2022 was \$39,00.00