



## REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street  
Tuesday, April 05, 2022 at 5:30 PM

### AGENDA

#### CALL TO ORDER

#### PLEDGES OF ALLEGIANCE

#### INVOCATION

#### PRESENTATIONS AND RECOGNITIONS

1. Proclamation Recognizing Erath County Fire Departments
2. Proclamation for Stop the Silence
3. Proclamation for Autism Awareness Month
4. Presentation of Donation from the Buckles and Bugs Festival
5. Presentation by Erath County Community Bridges

#### REGULAR AGENDA

6. Consider all Matters Incident and Related to the Issuance and Sale of the City Of Stephenville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022, Including the Adoption of an Ordinance Authorizing the Issuance of such Certificates, Approving an Official Statement, a Paying Agent/Registrar Agreement, and an Engagement Letter of Bond Counsel
7. Consider all Matters Incident and Related to the Issuance and Sale of the City of Stephenville, Texas General Obligation Refunding Bonds, Series 2022; Including the Adoption of an Ordinance Authorizing the Issuance of such Bonds, Approving an Official Statement, a Paying Agent/Registrar Agreement, a Deposit Agreement, and an Engagement Letter of Bond Counsel; Calling Certain Outstanding Bonds for Redemption prior to Maturity; Providing for the Pledge of Tax Receipts for the Payment of the Bonds and Agreeing to Levy Taxes to Pay the Bonds; and Enacting Other Provisions Relating to the Issuance and Sale of the Bonds
8. Authorize the Disposition of Police Department Firearms and Purchase of Replacement Firearms

#### PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

#### 9. PUBLIC HEARING

**Case No.: RZ2022-001**

Applicant is Requesting a Rezone of the Property Located at 2220 W Washington Street, Parcel No. 30368, being Block 140, Lot 1A of the City Addition to the City of Stephenville, Erath County, Texas from Neighborhood Business District (B-1) to Retail and Commercial Business District (B-2)

10. Consider Approval of an Ordinance Rezoning the Property Located at 2220 W Washington Street, Parcel 30368, being Block 140, Lot 1A of the City Addition to the City of Stephenville, Erath County, Texas from Neighborhood Business District (B-1) to Retail and Commercial Business District (B-2)

**11. PUBLIC HEARING**

**Case No.: RZ2022-002**

Applicant is Requesting a Rezone of the Property Located at 2223 W South Loop, Parcel 30369, being Blocks 140 & 145, Lot 1A-S of the City Addition to the City of Stephenville, Erath County, Texas from Neighborhood Business District (B-1) to Retail and Commercial Business District (B-2)

- 12. Consider Approval of an Ordinance Rezoning the Property Located at 2223 W South Loop, Parcel 30369, being Blocks 140 & 145, Lot 1A-S of the City Addition to the City of Stephenville, Erath County, Texas from Neighborhood Business District (B-1) to Retail and Commercial Business District (B-2)

**13. PUBLIC HEARING**

**Case No.: RZ2022-003**

Applicant is Requesting a Rezone of the Properties located at 1620 and 1680 W Swan Street, Parcel No. R33562, being Block 13, Lot 1 of the South Side Addition to the City of Stephenville, Erath County, Texas from Industrial District (I) to Multiple Family Residential District (R-3)

- 14. Consider Approval of a Rezone of the Properties located at 1620 and 1680 W Swan Street, Parcel No. R33562, being Block 13, Lot 1 of the South Side Addition to the City of Stephenville, Erath County, Texas from Industrial District (I) to Multiple Family Residential District (R-3)

**15. PUBLIC HEARING**

**Case No.: AS2022-002**

Abandonment of Sloan Street from Harbin Drive to Saint Felix Street

- 16. Consider Approval of an Ordinance Abandoning Sloan Street from Harbin Drive to Saint Felix Street

**17. PUBLIC HEARING**

**Case No.: AS2022-003**

Abandonment of Tarleton Street from Harbin Drive to Saint Felix Street

- 18. Consider Approval of an Ordinance Abandoning Tarleton Street from Harbin Drive to Saint Felix Street

**19. PUBLIC HEARING**

**Case No.: AS2022-004**

Abandonment of Turner Street from Harbin Drive to Saint Felix Street

- 20. Consider Approval of an Ordinance Abandoning Turner Street from Harbin Drive to Saint Felix Street

**21. PUBLIC HEARING**

**Case No.: AS2022-005**

Abandonment of Saint Felix Street from West Washington Street to Sloan Street

- 22. Consider Approval of an Ordinance Abandoning Saint Felix Street from West Washington Street to Sloan Street

**PARKS AND LEISURE SERVICES COMMITTEE**

Daron Trussell, Chair

- 23. Committee Report - March 15, 2022

- 24. Consider Approval of an Ordinance Amending the City of Stephenville Code of Ordinances by the addition of Chapter 97 *Municipal Parks, Facilities, and Cemeteries*

**NOMINATIONS COMMITTEE**

Gerald Cook, Chair

- 25. Committee Report - March 15, 2022

- [26.](#) Consider Approval of an Expenditure for Downtown Lighting
- 27. Committee Report - April 5, 2022
- 28. Consider Approval of Appointments to Citizen Boards and Commissions

**PERSONNEL COMMITTEE**

Ricky Thurman, Chair

- [29.](#) Committee Report - March 15, 2022
- [30.](#) Committee Report - March 29, 2022
- [31.](#) Consider Approval of Step Play Plan
- [32.](#) Consider Approval of Evaluation Criteria for City Manager Applicants

**FINANCE COMMITTEE**

Justin Haschke, Chair

- [33.](#) Committee Report - March 29, 2022
- 34. Consider Approval of a Resolution Designating Banking Authority

**RECESS TO EMPLOYEE BENEFITS TRUST MEETING**

**EMPLOYEE BENEFITS TRUST MEETING**

- 35. Call to Order
- [36.](#) Employee Benefits for Plan Year 2022-2023
- 37. Adjourn

**RECONVENE REGULAR CITY COUNCIL MEETING**

- 38. Consider Approval of Employee Benefits for Benefit Year 2022-2023

**FINANCIAL REPORTS**

Monica Harris, Director of Finance

- [39.](#) Budget Review for Period Ending February 28, 2022

**STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT**

Jeff Sandford, Executive Director

**CONSENT AGENDA**

- [40.](#) Approval of Minutes - March 1, 2022 Regular City Council Meeting
- [41.](#) Approval of Minutes - March 15, 2022 Special City Council Meeting
- [42.](#) Approval of Minutes - March 17, 2022 Special City Council Meeting
- [43.](#) Approval of the Annual On-Call Construction Contract
- [44.](#) Approval of Bid Award for the 2022 Swan, Hyman, and Dale Resurfacing Project
- [45.](#) Approval of Concessionaire Contract with The Purple Goat, LLC
- [46.](#) Approval of a Contract with Johnston Technical Services for Radio Equipment Shelter and Generator
- [47.](#) Approval of a Contract with Johnston Technical Services for Radio Equipment Microwave Relays
- [48.](#) Approval of an Expenditure for Spillman CAD/RMS Annual Maintenance Cost
- [49.](#) Consider Approval of a Contract for Delinquent Tax Collection

## COMMENTS BY CITY MANAGER

City Offices Closed (Good Friday) - Friday, April 15

Concerts in the Park Kickoff with Ricky Skaggs - Friday, April 22

Council Committee Meetings - Tuesday, April 19

Regular City Council Meeting - Tuesday, May 3

May General Election Day - Saturday, May 7

Last day to register to vote - Thursday, April 7

Early Voting begins - Monday, April 25

Canvass Election / Council Member Reception - Tuesday, May 17

More information can be found at [www.stephenvilletx.gov](http://www.stephenvilletx.gov)

## 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

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

**51. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property.

**52. Section 551.087 Deliberation Regarding Economic Development Negotiations** - Project Blue

### 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.***

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**ORDINANCE  
OF THE CITY OF STEPHENVILLE, TEXAS**

**AUTHORIZING THE ISSUANCE OF**

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**CITY OF STEPHENVILLE, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF  
OBLIGATION, SERIES 2022**

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**ORDINANCE**

**AUTHORIZING THE ISSUANCE AND SALE OF CITY OF STEPHENVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID CERTIFICATES AND PROVIDING OTHER SECURITY; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; ENGAGING BOND COUNSEL; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

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**THE STATE OF TEXAS** §  
**ERATH COUNTY** §  
**CITY OF STEPHENVILLE** §

WHEREAS, the City Council of the City of Stephenville, Texas (the "Issuer") deems it advisable to issue Certificates of Obligation in the principal amount of \$[22,370,000] for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with the following public improvements in the Issuer: (1) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the City's Waterworks and Sewer Systems including necessary street reconstruction related to the extension of water and sewer lines; (2) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities, including fields, trails (but excluding any construction or improvements for the Bosque River Trail), and utility relocation, landscaping, sidewalks and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs; and (3) paying legal, fiscal, engineering and architectural fees in connection with such projects (collectively, the "Projects"); and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code, as amended, and Chapter 1502, Government Code, as amended; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation; and

WHEREAS, said notice has been duly published in a newspaper of general circulation in the Issuer, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code; and

WHEREAS, to the time of adoption of this Ordinance, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the Issuer has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest bearing Certificates of Obligation be issued.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE:**



Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$[22,370,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with the Projects, including payment of the costs of issuing the Certificates.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, MATURITIES OF CERTIFICATES AND INTEREST RATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF STEPHENVILLE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022", and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated April 15, 2022, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchasers as described in Section 11 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall mature on February 15 in the years and in the principal amounts and interest rates set forth below, interest on each Certificate accruing on the basis of a 360-day year of twelve 30-day months from the date of initial delivery of the Certificates to the purchasers thereof or the most recent interest payment date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 15 and August 15 of each year until the principal amount shall have been paid or provision for such payment shall have been made, commencing February 15, 2023, as follows:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2023	\$	%	2033	\$	%
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2031			2040		

Section 3. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the corporate trust office of BOKF, N.A., Dallas, Texas, the "Paying Agent/Registrar"), books or records for the

registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record

Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying

Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(e) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(f) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(g) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 11 or its designee, executed by manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment

for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(h) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF STEPHENVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022	PRINCIPAL AMOUNT \$_____
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<u>Interest Rate</u>	<u>Date of Initial Delivery</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
	April 28, 2022	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:     DOLLARS

ON THE MATURITY DATE specified above, the City of Stephenville, in Erath County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas,

hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the Interest Rate per annum specified above. Interest is payable on February 15, 2023 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of BOKF, N.A. in Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the corporate trust office of the Paying

Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated April 15, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[22,370,000] for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with the following public improvements in the Issuer: (1) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the City's Waterworks and Sewer Systems including necessary street reconstruction related to the extension of water and sewer lines; (2) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities, including fields, trails (but excluding any construction or improvements for the Bosque River Trail), and utility relocation, landscaping, sidewalks and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs; and (3) paying legal, fiscal, engineering and architectural fees in connection with such projects.

THE CERTIFICATES OF MATURING on and after February 15, 2033 may be redeemed prior to their scheduled maturities on any date on or after February 15, 2032, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or

portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.



IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Certificate is not accompanied by an  
executed Registration Certificate of the Comptroller  
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_

\_\_\_\_\_  
BOKF, N.A.  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_.

Please insert Social Security or Taxpayer Identification Number of Transferee \_\_\_\_\_

(Please print or typewrite name and address, including zip code, of Transferee.) \_\_\_\_\_

\_\_\_\_\_ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Certificate Insertions]

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF STEPHENVILLE, TEXAS (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$	%	2033	\$	%
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2031			2040		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2023 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All amounts received from the sale of the Certificates as accrued interest and ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 6. SURPLUS REVENUES. The Certificates are additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof (the "Net Revenues"), and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of the Net Revenues of the Issuer's Waterworks and Sewer Systems, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 5, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5, if Surplus Revenues are actually on deposit in the

Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 5 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund. The Issuer reserves the right, without condition or limitation, to issue other obligations secured in whole or in part by a parity lien on and pledge of the Surplus Revenues, for any purpose permitted by law.

Section 7. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section 7, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 7(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain

provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, defease or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

#### Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a

damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter D of Chapter 1201, Government Code, this Section 8 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

**Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION AND ENGAGEMENT; ATTORNEY GENERAL FILING FEE; CUSIP NUMBERS; OTHER PROCEDURES AND AGREEMENTS.** (a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The Mayor, City Manager, Finance Director, City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement relating to the Certificates. In case any officer whose signature shall appear on any

Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(c) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor of the Issuer and the Mayor is hereby authorized to execute such engagement letter.

(d) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Certificates by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Certificates, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Certificates. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Certificates, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Certificates.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;



(c) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with

(1) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

In order to facilitate compliance with the above covenant (h), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

For purposes of the foregoing (a) and (b), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 11. SALE OF THE CERTIFICATES; APPROVAL OF OFFICIAL STATEMENT; APPLICATION OF PROCEEDS. (a) The Certificates are hereby sold and shall be delivered to \_\_\_\_\_ (the "Purchaser"), at a price of \$\_\_\_\_\_., representing the par amount of \$[22,370,000].00, [plus][less] a [net] [premium][discount] of \$\_\_\_\_\_. and less a Purchaser's discount on the Certificates of \$\_\_\_\_\_. The Certificates shall initially be registered in the name of the Purchaser.

(b) It is hereby officially found, determined and declared that the Certificates have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions. It is further officially found, determined and declared that the Certificates have been offered pursuant to a Preliminary Official Statement dated March 28, 2022, prepared and distributed in connection with the sale of the Certificates. Said Preliminary Official Statement, the Official Statement dated April 5, 2022, and any addenda, supplement or amendment thereto, have been and are hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Certificates is hereby approved. It is further officially found, determined and declared that the statements and representations contained in said Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Council.

(c) The [net] premium received from the sale of the Certificates, in the amount of \$\_\_\_\_\_, shall be applied as follows: the amount of (i) \$\_\_\_\_\_ shall be deposited to the construction fund (for a total deposit thereto of \$\_\_\_\_\_) of the Issuer to be used for the costs of the Projects, (ii) \$\_\_\_\_\_ shall be applied to pay the costs of issuance of the Certificates and (iii) \$\_\_\_\_\_ shall be deposited to the Interest and Sinking Fund for the Certificates (as a capitalized interest deposit).

**Section 12. ALLOCATION OF CERTIFICATE PROCEEDS.** The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 13. DISPOSITION OF PROJECT.** The Issuer covenants that the Project will not be sold or otherwise disposed of in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 14. INTEREST EARNINGS ON CERTIFICATE PROCEEDS; APPROPRIATION.**

(a) Interest earnings, if any, derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which

are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 15. CONSTRUCTION FUND. The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022 Combination Tax and Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 16. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. (i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the financial information and operating data with respect to the District of the general type included in this Official Statement in Tables 1 through 6 and Tables 8 through 15 (the "Annual Operating Report"). The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (A) prepared in accordance with the accounting principles described in the notes to the financial statements that are attached to the Official Statement as Appendix B, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and shall be in substantially the form included in the final Official Statement and (B) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2022. The Issuer may provide the Financial Statements earlier,

including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (i) of this Section by the time required by subsection (i). As used in clause (iii)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(iv) Limitations, Disclaimers, and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Certificates no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this

Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(E) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 17. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and which shall not materially adversely affect the interests of the holders, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and which shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates which are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto which may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then

outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding which are required for the amendment, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted



revocation, consented to and approved the amendment. For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 18. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the ad valorem taxes granted by the Issuer under Section 5 of this Ordinance and the pledge of the Surplus Revenues under Section 6 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 5 of this Ordinance or the pledge of the Surplus Revenues under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledges, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledges to occur.

Section 19. INCONSISTENT PROVISIONS. All indentures, ordinances or resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 20. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 21. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 22. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

- (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 23. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but

not limited to, a trustee or trustees therefor, may proceed against the may proceed against the Issuer or the City Council of the Issuer, as appropriate for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

Section 24. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council of the Issuer.

Section 25. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.



April 5, 2022

Mayor and Members of the City Council  
City of Stephenville  
298 W. Washington Street  
Stephenville, Texas 76401

Re: Proposed City of Stephenville, Texas, Combination Tax and Revenue Certificates of  
Obligation, Series 2022

and

Proposed City of Stephenville, Texas General Obligation Refunding Bonds, Series 2022

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Stephenville (the "Issuer") in connection with the issuance of the above-referenced certificates of obligation (the "Certificates") and general obligation bonds (the "Bonds," and collectively with the Certificates, the "Obligations").

We understand that the Certificates are being issued for the purpose providing up to \$22,000,000 in funding for the purpose of (i) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the City's waterworks and sewer system (the "System") including necessary street reconstruction related to the extension of water and sewer lines; (ii) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities, including fields, trails (but excluding any construction or improvements for the Bosque River Trail), and utility relocation, landscaping, sidewalks and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs; and (iii) paying legal, fiscal, engineering and architectural fees in connection with such projects. We also understand that the Certificates will be secured by a pledge of an ad valorem tax levied by the Issuer, within the limits prescribed by law, and that the Certificates will additionally be secured by a pledge of the surplus net revenues ("Surplus Revenues") of the Issuer's combined water and sewer system (the "System").

We understand that the Bonds are being issued for the purpose providing funds to refund approximately \$3,095,000 of the outstanding tax-supported bonds of the Issuer (the "Refunded Bonds"). We also understand that the Bonds will be secured by a pledge of an ad valorem tax levied by the Issuer, within the limits prescribed by law.

We further understand that the Obligations will be authorized to be sold by the City Council of the Issuer (the "City Council") pursuant to ordinances (collectively, the "Ordinance") adopted on the date hereof (the "Sale Date"), and that the Obligations will be sold by competitive offering to the bidder or bidders providing the lowest cost of the debt to the Issuer for the Obligations (such winning bidders are collectively, the "Purchaser") by competitive sale pursuant to Notices of Sale and Bidding Instructions (collectively, the "Notice of Sale").

#### **A. THE FINANCING**

As Bond Counsel to the Issuer, we would like for the City Council to understand how the issuance of the Obligations will be effected and the ramifications of the financing. I will briefly describe the procedures and certain applicable law that pertains to the issuance of the Obligations, below. However, you should feel free to call me at any time to discuss any questions that you or your staff may have.

- (1) The Obligations will be "ordered to be issued" when and if the City Council approves the Ordinance. The Ordinance provides for certain terms of the Obligations. Among the matters approved in the Ordinance are: (i) the terms of the Obligations, including the principal amount to be issued in each series of the Obligations and the purposes that the Obligation proceeds may be expended on, the amortization schedule and interest rates for each series of the Obligations; (ii) the Issuer's commitment to levy its debt service tax each year in an amount sufficient to pay the debt service on the Obligations and/or, with respect to the Certificates to apply Surplus Revenues of the System to pay debt service on the Obligations; (iii) the sale of the Obligations to the Purchaser; (iv) the redemption and refunding of the Refunded Bonds; (v) the approval of this engagement letter; (vi) approval of a paying agent agreement with a financial institution to whom you will make semiannual payments sufficient to pay the debt service on the Obligations; (vii) approval of an old paying agent deposit agreement to provide for the redemption and refunding of the Refunded Bonds; (viii) covenants obligating the Issuer to make periodic filings of operating and financial data in accordance with Rule 15c2-12 of the Securities and Exchange Commission; and (ix) certain other covenants of the Issuer that are designed to allow the Issuer to issue the Obligations as tax-exempt obligations. As you can see, the Ordinance is an omnibus undertaking of the Issuer that is intended to provide for all actions and undertakings that are required for the issuance of the Obligations. There will be other Obligations and letters that will be required to be executed by officers of the Issuer on the Sale Date, but they all spring from, and are authorized by, the Ordinance.
- (2) As noted above, the Obligations will be sold to the Purchaser in accordance with the provisions of the Ordinance and, in addition, the Purchaser will want the Issuer to certify that, as of the date of delivery of the Obligations, that the information regarding the Obligations and the Issuer in the Official Statement (as described below) are true and correct and do not omit any information that is material to a decision to invest in the Obligations, and that no litigation is pending against the Issuer that would be material to an investor (such certification is the

"Closing Certificate" of the Issuer). Thus, if there are any unusual financial or legal circumstances affecting the Issuer that would make the covenants, representations or statements made by the Issuer in the Closing Certificate untrue, you should let the Purchaser, your financial advisor and/or the undersigned know about them as soon as possible. As a condition to the Purchaser's payment for the Obligations, the Purchaser will require this firm to deliver our Bond Counsel opinion to them, in which we will opine that the Obligations are valid obligations of the Issuer and that, assuming ongoing compliance by the Issuer with the provisions of the Ordinance, the interest on the Obligations will be exempt from federal income taxation. The terms of sale as set forth in the Notice of Sale will also require the delivery of an opinion of the Texas Attorney General approving the Obligations, as is required by State law.

- (3) You should know that the purchase price for the Obligations may be somewhat higher than the principal amount of the Obligations. This is because additional proceeds may be generated by the sale of certain of the Obligations at a premium. The premium can be used to pay costs of issuance of the Obligations or to fund the construction account or the refunding defeasance account.
- (4) The Purchaser will offer the Obligations into the public debt markets prior to the time that the City Council meets to accept the Purchaser's offer for the Obligations. Through this process, the Obligations will be "priced" – i.e., interest rates and premiums or discounts, if any, for the Obligations will be established. On the Sale Date, the City Council will consider the terms offered to the Issuer by the Purchaser based upon the market conditions and other factors that determine interest rates and pricing information. In connection with the offering of the Obligations, the City Council will approve an offering document called an "Official Statement" that contains financial and operating data concerning the Issuer, and information that describes the Obligations. The Issuer is responsible for the information that is contained in the Official Statement to the extent that it describes the Obligations and the Issuer. Some information in the Official Statement has been prepared by others and the Issuer is generally not responsible for any information provided by others. As your Bond Counsel, we will review the Official Statement to ensure that the information describing the Obligations and the Ordinance are correct. If you know of any information that an investor would consider to be material in order to make an investment decision, and that information is omitted from, or incorrect in, the Official Statement, the Purchaser needs to know, and the Official Statement should be corrected in that regard.

## **B. SCOPE OF ENGAGEMENT**

In this engagement, we have performed, or expect to perform, the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion"), regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the excludability of interest on the Obligations from gross income for federal income tax purposes.

- (3) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Obligations, coordinate the authorization and execution of such documents, and review enabling legislation.
- (4) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Obligations, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Obligations approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.
- (5) Review legal issues relating to the structure of the Obligation issues.
- (6) Review those sections of the official statement to be disseminated in connection with the sale of the Obligations that describe the Obligations, the Ordinance pursuant to which the Obligations will be issued and the tax-exempt treatment of the interest on the Obligations for purposes of federal income taxation.
- (7) If requested, assist the Issuer in presenting information to bond rating organizations relating to legal issues affecting the issuance of the Obligations.
- (8) Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing"). The Issuer will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard. Our Bond Opinion will represent the our legal judgment based upon our review of existing law and the reliance on the aforementioned information, as well as other representations and covenants of the Issuer. The Bond Counsel opinion is not a guarantee of a result. Applicable law pertaining to the Bond Opinion is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such applicable law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Obligations. As Bond Counsel to the Issuer, we are not being retained to monitor compliance with the requirements of applicable law subsequent to the issuance of the Obligations, but we will provide advice to the Issuer following the issuance of the Obligations, which advice will be based on post-issuance information (if any) provided to us by the Issuer.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (1) Except as described in paragraphs A and B above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, or, in connection with the issuance of the Obligations, performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (3) Preparing state securities law memoranda or investment surveys with respect to the Obligations.
- (4) Drafting state constitutional or legislative amendments.
- (5) Pursuing test cases or other litigation.
- (6) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Obligations.
- (7) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (8) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Obligations).
- (9) Negotiating the terms of, or opining as to, any investment contract.
- (10) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

## **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Obligations. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Obligations.

## **CONFLICTS**

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Obligations. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Obligations so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Obligations. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## **FIRM NOT A MUNICIPAL ADVISOR**

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Issuer regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Obligations, and such services and advice may be essential to the development of the plan of finance for the issuance of the Obligations. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used



in the offering of the Obligations, the preparation of the various closing Obligations that embody the terms and provisions of this transaction and the preparation and delivery of our Bond Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Obligations. By signing this engagement letter, the Issuer acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

### **NO ISRAEL BOYCOTT**

The firm hereby represents that during the term of this agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2271.002, of the Texas Government Code.

### **NOT A FOREIGN TERRORIST ORGANIZATION**

The firm hereby represents that neither the firm nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the firm is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

### **NO DISCRIMINATION OF FIREARMS INDUSTRY**

The firm hereby represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the firm agrees that it will not discriminate during the term of this agreement against a firearm entity or firearm trade association within the meaning of Chapter 2274, Texas Government Code.

### **NO DISCRIMINATION OF FOSSIL FUEL COMPANIES**

During the term of this agreement the firm will not refuse to deal with, terminate business activities with, or otherwise take any action that is, solely or primarily, intended to penalize, inflict economic harm on, or limit commercial relations with a company engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or does business with such a company.

## **FEES**

Based upon: (i) the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee in connection with each series of the Obligations will be \$7,500 for the first \$1,000,000 in net proceeds of the Obligations, plus \$1 per \$1,000 of net proceeds of each series of the Obligations for all such amounts above \$1,000,000. Net proceeds include any net original issue premium, less the amount of the Purchaser's discount, plus the principal amount of the Obligations (accrued interest, if any, is excluded from net proceeds). The fee includes our services rendered as Bond Counsel, but does not include client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, computer-assisted research and other expenses. Our fee will be billed after the Closing. If we advance the filing fees of the Texas Attorney General we will be reimbursed at the Closing for that advance.

## **RECORDS**

After the transaction has closed, you will receive from us a transcript of proceedings that contain the primary financing and closing documents related to the transaction. At your request, papers and property furnished by you, and work product belonging to you and to which you are entitled, will be returned promptly. We may have copies of any and all documents made for our files at our sole cost and expense, to be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the closing of the transaction.

## **ELECTRONIC COMMUNICATION AND STORAGE**

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

**ACCEPTANCE OF TERMS OF ENGAGEMENT**

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

By   
Dan S. Culver

**Accepted and Approved**

City of Stephenville, Texas

By: \_\_\_\_\_  
Its: Mayor  
Date: April 5, 2022

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**ORDINANCE OF THE CITY OF STEPHENVILLE, TEXAS**

**AUTHORIZING THE ISSUANCE OF**

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**CITY OF STEPHENVILLE, TEXAS  
GENERAL OBLIGATION  
REFUNDING BONDS  
SERIES 2022**

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**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF STEPHENVILLE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION PRIOR TO MATURITY; APPROVING ENGAGEMENT OF BOND COUNSEL; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

**THE STATE OF TEXAS §**  
**ERATH COUNTY §**  
**CITY OF STEPHENVILLE §**

WHEREAS, certain previously issued and outstanding obligations of the City of Stephenville, Texas (the "Issuer") described in Schedule I attached hereto and incorporated herein (collectively, the "Refunded Bonds") are intended to be and shall be refunded pursuant to this Ordinance;

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Bonds or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Bonds, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the refunded Bonds;

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Bonds or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, BOKF, N.A., is the paying agent for the Refunded Bonds, and the Paying Agent Deposit Agreement, between the Issuer and BOKF, NA, hereinafter authorized constitutes an agreement of the kind authorized and permitted by Chapter 1207;

WHEREAS, the City Council of the Issuer (the "City Council") hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Bonds in order to achieve a debt service savings, and that such refunding will result in a present value debt service savings of approximately \$\_\_\_\_\_ and an actual debt service savings \$\_\_\_\_\_ to the Issuer;

WHEREAS, all the Refunded Bonds mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized (the "Bonds");

WHEREAS, the Bonds hereinafter authorized to be issued and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Chapter 1207; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$[2,695,000] for the purpose of refunding certain outstanding obligations of the Issuer referenced in the preamble hereto and described in Schedule I hereto and to pay the costs incurred in connection with the issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each Bond issued pursuant to this Ordinance shall be designated: "CITY OF STEPHENVILLE, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2022," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated April 15, 2022, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

Years of Maturity	Principal Amount	Interest Rates	Years of Maturity	Principal Amount	Interest Rates
2023	\$	%	2029	\$	%
2024			2030		
2025			2031		
2026			2032		
2027			2033		
2028					

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated corporate trust office of BOKF, N.A. in Dallas, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and



strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be converted and exchanged for other Bonds, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Paying Agent/Registrar for the Bonds. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity to act as Paying Agent/Registrar under this Ordinance. Upon

any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry Only System. The Bonds issued in exchange for the Bond initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person

in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(i) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in the Section 10 hereof or its designee, executed by manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) and City Secretary of the Issuer, approved by the Attorney

General of Texas, and registered and signed manually, by facsimile, electronically or otherwise by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Comptroller or the Paying Agent/Registrar (whichever entity has custody of the initial Bond) shall cancel the initial Bond. Thereupon, the Paying Agent/Registrar shall deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS  CITY OF STEPHENVILLE, TEXAS GENERAL OBLIGATION REFUNDING BOND SERIES 2022	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Date of Initial Delivery of Bonds	Maturity Date	CUSIP No.
	April 28, 2022	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Stephenville, in Erath County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery of Bonds set forth above at the Interest Rate per annum specified above. Interest is payable on August 15, 2022 and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such

date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office of BOKF, N.A. in Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity of this Bond as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the designated corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close;

and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated April 15, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[2,695,000] for the public purpose of refunding certain outstanding obligations of the Issuer and to pay the costs incurred in connection with the issuance of the Bonds.

THE BONDS OF THIS SERIES are not subject to redemption prior to maturity.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be

performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

BOKF, N.A.  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

Please insert Social Security or Taxpayer Identification Number of Transferee:

\_\_\_\_\_

Please print or typewrite name and address, including zip code of Transferee:

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the

within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:



NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF STEPHENVILLE, TEXAS, in Erath County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates	Years	Principal Installments	Interest Rates
2023	\$	%	2029	\$	%
2024			2030		
2025			2031		
2026			2032		
2027			2033		
2028					

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery of Bonds shown above at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2022, and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said

Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction

with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their

satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

**Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL; ATTORNEY GENERAL REVIEW FEE.**

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds and in the calling and administration of the Election is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager of the Issuer and the Mayor or the City Manager is hereby authorized to execute such engagement letter.

(c) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Bonds by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bond, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bonds. The Issuer hereby authorizes and directs that a check, wire transfer or other form of payment acceptable to the Attorney General, and in the amount of the Attorney General filing fee for the Bonds, be promptly provided for payment to the Attorney General in connection with his review of the Bonds.

#### Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding Bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior Bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded Bonds or bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager or the Finance Director of the Issuer to execute any documents, Bonds or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bond, or (2) the date the Bond is retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bond. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property financed with the proceeds of the Bonds in accordance with the Election, as described in the recitals to this Ordinance will not be sold or otherwise disposed of in a transaction resulting in the receipt by the Issuer of cash or other



compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.**

(a) The Bonds are hereby sold and shall be delivered to \_\_\_\_\_ (the "Purchaser") for the purchase price of \$\_\_\_\_\_ (representing the par amount of the Bonds of \$[2,695,000].00, [plus][less] a [net] aggregate original issue [premium][discount] of \$\_\_\_\_\_ and less a Purchaser's discount on the Bonds of \$\_\_\_\_\_). It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of the Purchaser.

(b) It is hereby officially found, determined and declared that the Bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions. It is further officially found, determined and declared that the Bonds have been offered pursuant to a Preliminary Official Statement dated March 28, 2022, prepared and distributed in connection with the sale of the Bonds. Said Preliminary Official Statement, the Official Statement dated April 5, 2022, and any addenda, supplement or amendment thereto, have been and are hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Bonds is hereby approved. It is further officially found, determined and declared that the statements and representations contained in said Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Council.

(c) The Mayor, City Manager, Finance Director, City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

## Section 11. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to

a personal or pecuniary liability or charge against the officers, employees or councilmembers of the Issuer.

## Section 12. COMPLIANCE WITH RULE 15c2-12.

(i) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Council.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(ii) Annual Reports. (A) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the financial information and operating data with respect to the District of the general type included in this Official Statement in Tables 1 through 6 and Tables 8 through 15 (the "Annual Operating Report"). The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (A) prepared in accordance with the accounting principles described in the notes to the financial statements that are attached to the Official Statement as Appendix B, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and shall be in substantially the form included in the final Official Statement and (B) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2022. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

(B) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be

required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (i) of this Section by the time required by subsection (i). As used in clause (iii)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state

or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(iv) Limitations, Disclaimers, and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(E) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2)

either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall deliver or cause to be delivered to each Registered Owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of giving of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 14. APPROVAL OF DEPOSIT AGREEMENT AND TRANSFER OF FUNDS. The Mayor or the City Manager of the Issuer is hereby authorized and directed to execute and deliver the Paying Agent Deposit Agreement with BOKF, NA, in substantially the form presented at this meeting. In addition, the Mayor, the City Manager or the Finance Director of the Issuer is authorized to transfer and deposit cash from available funds, if needed, to fund the account described in the Paying Agent Deposit Agreement as the Issuer's contribution to the refunding of the Refunded Bonds.

Section 15. REDEMPTION OF REFUNDED BONDS.

(a) The Issuer hereby directs that certain of the Refunded Bonds be called for redemption on the date and as set forth on Schedule I. Each of such Refunded Bonds shall be redeemed at the redemption price of par plus accrued interest. The Issuer's Bond Counsel is hereby authorized and directed to direct the paying agent/registrars for the Refunded Bonds to issue a Notice of Defeasance and Redemption for the Refunded Bonds in the form required by the ordinance authorizing the issuance of the Refunded Bonds.

(b) Upon receipt of such direction by the Issuer's Bond Counsel, the paying agent/registrars for the Refunded Bonds is hereby directed to provide the appropriate notice of redemption and defeasance as specified by the ordinance authorizing the issuance of the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on their redemption date. The Refunded Bonds shall be presented for redemption at the paying agent/registrars therefore, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their redemption date shall be from the funds deposited with the paying agent for the Refunded Bonds, pursuant to the Paying Agent Deposit Agreement approved in Section 14 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, together with proceeds of the Bonds directed by the Ordinance to be deposited to the Interest and Sinking Fund, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.





SCHEDULE I

## SCHEDULE OF REFUNDED BONDS

Description	Maturities	Principal Amount Outstanding	Principal Amount Refunded
General Obligation Refunding Bonds, Series 2013	02/15/2025	\$245,000	\$245,000
	02/15/2028	580,000	580,000
	02/15/2029	420,000	420,000
	02/15/2030	440,000	440,000
	02/15/2031	450,000	450,000
	02/15/2033	960,000	960,000
Totals		\$3,095,000	\$3,095,000

The Series 2013 Bonds shown above are called for redemption on May 10, 2022, at par plus accrued interest.

April 5, 2022

Mayor and Members of the City Council  
City of Stephenville  
298 W. Washington Street  
Stephenville, Texas 76401

Re: Proposed City of Stephenville, Texas, Combination Tax and Revenue Certificates of  
Obligation, Series 2022

and

Proposed City of Stephenville, Texas General Obligation Refunding Bonds, Series 2022

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Stephenville (the "Issuer") in connection with the issuance of the above-referenced certificates of obligation (the "Certificates") and general obligation bonds (the "Bonds," and collectively with the Certificates, the "Obligations").

We understand that the Certificates are being issued for the purpose providing up to \$22,000,000 in funding for the purpose of (i) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the City's waterworks and sewer system (the "System") including necessary street reconstruction related to the extension of water and sewer lines; (ii) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities, including fields, trails (but excluding any construction or improvements for the Bosque River Trail), and utility relocation, landscaping, sidewalks and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs; and (iii) paying legal, fiscal, engineering and architectural fees in connection with such projects. We also understand that the Certificates will be secured by a pledge of an ad valorem tax levied by the Issuer, within the limits prescribed by law, and that the Certificates will additionally be secured by a pledge of the surplus net revenues ("Surplus Revenues") of the Issuer's combined water and sewer system (the "System").

We understand that the Bonds are being issued for the purpose providing funds to refund approximately \$3,095,000 of the outstanding tax-supported bonds of the Issuer (the "Refunded Bonds"). We also understand that the Bonds will be secured by a pledge of an ad valorem tax levied by the Issuer, within the limits prescribed by law.

We further understand that the Obligations will be authorized to be sold by the City Council of the Issuer (the "City Council") pursuant to ordinances (collectively, the "Ordinance") adopted on the date hereof (the "Sale Date"), and that the Obligations will be sold by competitive offering to the bidder or bidders providing the lowest cost of the debt to the Issuer for the Obligations (such winning bidders are collectively, the "Purchaser") by competitive sale pursuant to Notices of Sale and Bidding Instructions (collectively, the "Notice of Sale").

#### **A. THE FINANCING**

As Bond Counsel to the Issuer, we would like for the City Council to understand how the issuance of the Obligations will be effected and the ramifications of the financing. I will briefly describe the procedures and certain applicable law that pertains to the issuance of the Obligations, below. However, you should feel free to call me at any time to discuss any questions that you or your staff may have.

- (1) The Obligations will be "ordered to be issued" when and if the City Council approves the Ordinance. The Ordinance provides for certain terms of the Obligations. Among the matters approved in the Ordinance are: (i) the terms of the Obligations, including the principal amount to be issued in each series of the Obligations and the purposes that the Obligation proceeds may be expended on, the amortization schedule and interest rates for each series of the Obligations; (ii) the Issuer's commitment to levy its debt service tax each year in an amount sufficient to pay the debt service on the Obligations and/or, with respect to the Certificates to apply Surplus Revenues of the System to pay debt service on the Obligations; (iii) the sale of the Obligations to the Purchaser; (iv) the redemption and refunding of the Refunded Bonds; (v) the approval of this engagement letter; (vi) approval of a paying agent agreement with a financial institution to whom you will make semiannual payments sufficient to pay the debt service on the Obligations; (vii) approval of an old paying agent deposit agreement to provide for the redemption and refunding of the Refunded Bonds; (viii) covenants obligating the Issuer to make periodic filings of operating and financial data in accordance with Rule 15c2-12 of the Securities and Exchange Commission; and (ix) certain other covenants of the Issuer that are designed to allow the Issuer to issue the Obligations as tax-exempt obligations. As you can see, the Ordinance is an omnibus undertaking of the Issuer that is intended to provide for all actions and undertakings that are required for the issuance of the Obligations. There will be other Obligations and letters that will be required to be executed by officers of the Issuer on the Sale Date, but they all spring from, and are authorized by, the Ordinance.
- (2) As noted above, the Obligations will be sold to the Purchaser in accordance with the provisions of the Ordinance and, in addition, the Purchaser will want the Issuer to certify that, as of the date of delivery of the Obligations, that the information regarding the Obligations and the Issuer in the Official Statement (as described below) are true and correct and do not omit any information that is material to a decision to invest in the Obligations, and that no litigation is pending against the Issuer that would be material to an investor (such certification is the

"Closing Certificate" of the Issuer). Thus, if there are any unusual financial or legal circumstances affecting the Issuer that would make the covenants, representations or statements made by the Issuer in the Closing Certificate untrue, you should let the Purchaser, your financial advisor and/or the undersigned know about them as soon as possible. As a condition to the Purchaser's payment for the Obligations, the Purchaser will require this firm to deliver our Bond Counsel opinion to them, in which we will opine that the Obligations are valid obligations of the Issuer and that, assuming ongoing compliance by the Issuer with the provisions of the Ordinance, the interest on the Obligations will be exempt from federal income taxation. The terms of sale as set forth in the Notice of Sale will also require the delivery of an opinion of the Texas Attorney General approving the Obligations, as is required by State law.

- (3) You should know that the purchase price for the Obligations may be somewhat higher than the principal amount of the Obligations. This is because additional proceeds may be generated by the sale of certain of the Obligations at a premium. The premium can be used to pay costs of issuance of the Obligations or to fund the construction account or the refunding defeasance account.
- (4) The Purchaser will offer the Obligations into the public debt markets prior to the time that the City Council meets to accept the Purchaser's offer for the Obligations. Through this process, the Obligations will be "priced" – i.e., interest rates and premiums or discounts, if any, for the Obligations will be established. On the Sale Date, the City Council will consider the terms offered to the Issuer by the Purchaser based upon the market conditions and other factors that determine interest rates and pricing information. In connection with the offering of the Obligations, the City Council will approve an offering document called an "Official Statement" that contains financial and operating data concerning the Issuer, and information that describes the Obligations. The Issuer is responsible for the information that is contained in the Official Statement to the extent that it describes the Obligations and the Issuer. Some information in the Official Statement has been prepared by others and the Issuer is generally not responsible for any information provided by others. As your Bond Counsel, we will review the Official Statement to ensure that the information describing the Obligations and the Ordinance are correct. If you know of any information that an investor would consider to be material in order to make an investment decision, and that information is omitted from, or incorrect in, the Official Statement, the Purchaser needs to know, and the Official Statement should be corrected in that regard.

## **B. SCOPE OF ENGAGEMENT**

In this engagement, we have performed, or expect to perform, the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion"), regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the excludability of interest on the Obligations from gross income for federal income tax purposes.

- (3) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Obligations, coordinate the authorization and execution of such documents, and review enabling legislation.
- (4) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Obligations, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Obligations approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.
- (5) Review legal issues relating to the structure of the Obligation issues.
- (6) Review those sections of the official statement to be disseminated in connection with the sale of the Obligations that describe the Obligations, the Ordinance pursuant to which the Obligations will be issued and the tax-exempt treatment of the interest on the Obligations for purposes of federal income taxation.
- (7) If requested, assist the Issuer in presenting information to bond rating organizations relating to legal issues affecting the issuance of the Obligations.
- (8) Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing"). The Issuer will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard. Our Bond Opinion will represent the our legal judgment based upon our review of existing law and the reliance on the aforementioned information, as well as other representations and covenants of the Issuer. The Bond Counsel opinion is not a guarantee of a result. Applicable law pertaining to the Bond Opinion is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such applicable law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Obligations. As Bond Counsel to the Issuer, we are not being retained to monitor compliance with the requirements of applicable law subsequent to the issuance of the Obligations, but we will provide advice to the Issuer following the issuance of the Obligations, which advice will be based on post-issuance information (if any) provided to us by the Issuer.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (1) Except as described in paragraphs A and B above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, or, in connection with the issuance of the Obligations, performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (3) Preparing state securities law memoranda or investment surveys with respect to the Obligations.
- (4) Drafting state constitutional or legislative amendments.
- (5) Pursuing test cases or other litigation.
- (6) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Obligations.
- (7) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (8) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Obligations).
- (9) Negotiating the terms of, or opining as to, any investment contract.
- (10) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

## **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Obligations. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Obligations.

## **CONFLICTS**

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Obligations. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Obligations so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Obligations. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## **FIRM NOT A MUNICIPAL ADVISOR**

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Issuer regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Obligations, and such services and advice may be essential to the development of the plan of finance for the issuance of the Obligations. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used

in the offering of the Obligations, the preparation of the various closing Obligations that embody the terms and provisions of this transaction and the preparation and delivery of our Bond Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Obligations. By signing this engagement letter, the Issuer acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

### **NO ISRAEL BOYCOTT**

The firm hereby represents that during the term of this agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2271.002, of the Texas Government Code.

### **NOT A FOREIGN TERRORIST ORGANIZATION**

The firm hereby represents that neither the firm nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the firm is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

### **NO DISCRIMINATION OF FIREARMS INDUSTRY**

The firm hereby represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the firm agrees that it will not discriminate during the term of this agreement against a firearm entity or firearm trade association within the meaning of Chapter 2274, Texas Government Code.

### **NO DISCRIMINATION OF FOSSIL FUEL COMPANIES**

During the term of this agreement the firm will not refuse to deal with, terminate business activities with, or otherwise take any action that is, solely or primarily, intended to penalize, inflict economic harm on, or limit commercial relations with a company engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or does business with such a company.



## **FEES**

Based upon: (i) the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee in connection with each series of the Obligations will be \$7,500 for the first \$1,000,000 in net proceeds of the Obligations, plus \$1 per \$1,000 of net proceeds of each series of the Obligations for all such amounts above \$1,000,000. Net proceeds include any net original issue premium, less the amount of the Purchaser's discount, plus the principal amount of the Obligations (accrued interest, if any, is excluded from net proceeds). The fee includes our services rendered as Bond Counsel, but does not include client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, computer-assisted research and other expenses. Our fee will be billed after the Closing. If we advance the filing fees of the Texas Attorney General we will be reimbursed at the Closing for that advance.

## **RECORDS**

After the transaction has closed, you will receive from us a transcript of proceedings that contain the primary financing and closing documents related to the transaction. At your request, papers and property furnished by you, and work product belonging to you and to which you are entitled, will be returned promptly. We may have copies of any and all documents made for our files at our sole cost and expense, to be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the closing of the transaction.

## **ELECTRONIC COMMUNICATION AND STORAGE**

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

**ACCEPTANCE OF TERMS OF ENGAGEMENT**

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

By   
Dan S. Culver

**Accepted and Approved**

City of Stephenville, Texas

By: \_\_\_\_\_  
Its: Mayor  
Date: April 5, 2022



## STAFF REPORT

**SUBJECT:** Authorize the disposition of Police department owned firearms; Purchase of replacements

**DEPARTMENT:** Police

**STAFF CONTACT:** Jeff Walker

### RECOMMENDATION:

Enter into an agreement with GT Distributors Inc. for the sale of 39 department owned firearms and related equipment and the purchase of replacement pistols and rifles. Authorize the sale of 14 pistols to current active, retired, reserve and deceased officers at the fair market value price of \$200.00/ea. for active, retired and reserve and at \$1/each for the deceased officer's family.

### BACKGROUND:

In 2006 the department purchased 40 Sig-Sauer P229 DAK .40 pistols for issue to officers for use on duty. The department also has 8 AR15 type rifles that officers can carry on duty as well. Since that time the department has changed policy to allow officers to carry their personally owned weapons (both pistol and rifle) on duty subject to approval. The majority of officers today chose to carry their personally owned firearm(s).

Both the pistols and rifles have reached the end of their life cycle as duty weapons. In addition 4 other PD owned pistols are available for disposition and not currently being used. All of these weapons were used as duty weapons for the department, none of them were confiscated or a result of forfeiture.

The department would like to maintain a limited supply of duty weapons available for officers who do not wish to use their personally owned firearms or do not have a personally owned duty weapon available.

Out of the 40 Sig-Sauer pistols the department purchased in 2006, 14 officers (to include both active duty, reserve, retirees, and one deceased officer) have indicated a desire to purchase their issued firearm.

Chapter 614 Subchapter D governs the rules for the purchase of firearms by an honorably retired or deceased peace officer. The code states in part Sec. 614.053. PURCHASE PRICE OF FIREARM. A governmental entity shall establish the amount, which may not exceed fair market value, for which a firearm may be purchased under this subchapter.

The department solicited bids on the fair market value of the various firearms and the purchase of replacement weapons. GT Distributors offered a trade-in credit of \$14,036.50. This number does not take into account the 13 pistols that current and former officers wish to purchase.

GT Distributors quoted the highest price for the trade-in value of the firearms at \$359.50 for the Sig-Sauer pistols. Staff recommends the council set the fair market value price of the weapons for active, reserve and honorably retired officers at \$200.00 each. Staff recommends that the purchase price for the deceased officer's family be \$1.

The department wishes to purchase 15 Glock Model 45 MOS 9mm handguns, along with 5 Springfield Saint Victor 5.56 16".

### **FISCAL IMPACT SUMMARY:**

The trade in credit of \$14,036.50 is more than the cost to purchase the 15 new pistols and 5 rifles (\$11,412.00) resulting in a credit of \$2,624.50. The remaining credit amount can be used to purchase holsters, magazine holders and flashlights that may be needed.

### **ALTERNATIVES**

- Seek additional bids.
- Do not sell or replace firearms at this time

# 2022 Stephenville Police Department Firearms Trade In

Trade in value and purchase prices for comparable equipment as described in memorandum.

## Vendors

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<b>GT Distributors</b>	Offered Trade in Value	\$14,036.50
	Quoted Firearms Purchase	\$11,412.00
	Surplus	\$2624.50

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<b>Texan Guns and Gear</b>	Offered Trade in Value	\$11,175.00
	Quoted Firearms Purchase	\$13,550.00
	To Purchase	\$2,375.00

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<b>Primary Arms</b>	Offered Trade in Value	\$8650.00
	Quoted Firearms Purchase	\$10,685.00
	To Purchase	\$2,035.00

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## GT Distributors, Inc.

### To Sell

Sig P229 DAK .40 Pistol	Offer \$359.50 each	27 to trade = \$9,706.50
Bushmaster XM15 Patrol Rifle	Offer \$350.00 each	6 to trade = \$2,100.00
DPMS A15 Patrol Rifle	Offer \$350 each	2 to trade = \$700.00
Colt .38 Revolver	Offer \$235.00	\$235.00
Smith and Wesson 27-5	Offer \$365.00	\$365.00
Smith and Wesson 19-2	Offer \$435.00	\$435.00
Smith and Wesson Police .38	Offer \$395.00	\$395.00
Sig 229 Sim Barrels	Offer \$10.00	10 to trade \$100.00

Total Trade Offer \$14,036.50

### To Purchase, Glock options (price by model)

Glock Model 45 MOS \$481.00per X 15 = \$7215.00

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Glock Model 17 MOS \$481.00per X 10 = \$4810.00

Glock Model 19 MOS \$481.00per X 5 = \$2405.00

Total \$7215.00

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Glock 17 standard \$409.00per X 10 = \$4090.00

Glock Model 19 standard \$409.00per X 5 = \$2045.00

Total \$6132.00

### Rifle

Springfield Saint Victor 5.56 16" \$839.50per X 5 = 4197.50



GT Distributors - Austin  
 1124 New Meister Ln., Ste 100  
 Pflugerville TX 78660  
 (512) 451-8298 Ext. 0000

Quote	QTE0151478
Date	3/9/20 <span style="border: 1px solid black; padding: 2px;">Item 8.</span>
Page:	1

**Bill To:**

Stephenville Police Department  
 356 N. Belknap  
 Stephenville TX 76401-4257

**Ship To:**

Stephenville Police Department  
 356 N. Belknap  
 Stephenville TX 76401

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GUN TRADE 2022	000947	BF		NET 15	0/0/0000	2,552,921

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
27	UG-SIGP229DAK-40	Used Gun Sig P229 DAK .40 Pistol	EA	\$359.50	\$9,706.50
6	UG-BUSHM-X15-E2S	USED GUN BUSHMASTER X15-E2S .223 RIF	EA	\$350.00	\$2,100.00
2	UG-DPMS-A15	Used Gun DPMS Model A15 .5.56 Rifle	EA	\$350.00	\$700.00
1	UG-COLT-38	Used Gun Colt .38 Revolver	EA	\$235.00	\$235.00
1	UG-SW27-5	Used Gun Smith&Wesson 27-5 .357 Revolver	EA	\$365.00	\$365.00
1	UG-SW19-2	Used Gun S&W 19-2 .357 Revolver	EA	\$435.00	\$435.00
1	UG-SWREGPOLICE	Used Gun S&W Regulation Police .38 Revolver	EA	\$395.00	\$395.00
10	USED-SIMBARREL-SIG	Used Sig 229 Sim Barrel	EA	\$10.00	\$100.00
1	NOTES:	Notes:  Trade assumes box and 3 magazines for Sigs *Subtract \$5.00 for missing gun box *Subtract \$18.00 for missing magazines	EA	\$0.00	\$0.00
1	NOTES:	Notes:  All guns must be fully functional to receive full trade value.	EA	\$0.00	\$0.00
1	NOTES:	Notes:  The agency is responsible for packaging and all freight charges on trades to G T Distributors.	EA	\$0.00	\$0.00

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Thank you, your salesman was Adam Balak

Subtotal	\$14,036.50
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
<b>Total</b>	<b>\$14,036.50</b>



GT Distributors - Austin  
 1124 New Meister Ln., Ste 100  
 Pflugerville TX 78660  
 (512) 451-8298 Ext. 0000

Quote	QTE0151478	
Date	3/9/202	Item 8.
Page:	1	

**Bill To:**

**Ship To:**

Stephenville Police Department  
 356 N. Belknap  
 Stephenville TX 76401-4257

Stephenville Police Department  
 356 N. Belknap  
 Stephenville TX 76401

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GUN TRADE 2022	000947	BF		NET 15	0/0/0000	2,552,921
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
5	SPRF-STV916556B	Springfield Saint Victor 5.56 16" Black Free Flo	EA	(\$839.50)	(\$4,197.50)	
27	UG-SIGP229DAK-40	Used Gun Sig P229 DAK .40 Pistol	EA	\$359.50	\$9,706.50	
6	UG-BUSHM-X15-E2S	USED GUN BUSHMASTER X15-E2S .223 RIF	EA	\$350.00	\$2,100.00	
2	UG-DPMS-A15	Used Gun DPMS Model A15 .5.56 Rifle	EA	\$350.00	\$700.00	
1	UG-COLT-38	Used Gun Colt .38 Revolver	EA	\$235.00	\$235.00	
1	UG-SW27-5	Used Gun Smith&Wesson 27-5 .357 Revolver	EA	\$365.00	\$365.00	
1	UG-SW19-2	Used Gun S&W 19-2 .357 Revolver	EA	\$435.00	\$435.00	
1	UG-SWREGPOLICE	Used Gun S&W Regulation Police .38 Revolver	EA	\$395.00	\$395.00	
10	USED-SIMBARREL-SIG	Used Sig 229 Sim Barrel	EA	\$10.00	\$100.00	
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		Trade assumes box and 3 magazines for Sigs *Subtract \$5.00 for missing gun box *Subtract \$18.00 for missing magazines				
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		All guns must be fully functional to receive full trade value.				
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		The agency is responsible for packaging and all freight charges on trades to G T Distributors.				

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Thank you, your salesman was Adam Balak

Subtotal	\$9,839.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
<b>Total</b>	<b>\$9,839.00</b>





GT Distributors - Austin  
 1124 New Meister Ln., Ste 100  
 Pflugerville TX 78660  
 (512) 451-8298 Ext. 0000

Quote	QTE0150572
Date	2/18/22 <span style="border: 1px solid black; padding: 2px;">Item 8.</span>
Page:	1

**Bill To:**

Stephenville Police Department  
 356 N. Belknap  
 Stephenville TX 76401-4257

**Ship To:**

Stephenville Police Department  
 356 N. Belknap  
 Attn: Warren Hartley  
 PO #:  
 Stephenville TX 76401

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
HARTLEY 18FEB22 GI	000947	BF	FACTORY DIRECT	NET 15	0/0/0000	2,543,350

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
15	GLOCK-PA455S702MO	Glock G45 Gen 5 MOS w FS 3 MAGS GNS	EA	\$481.00	\$7,215.00
1	NOTES:	Notes: Pending gun trade pricing.	EA	\$0.00	\$0.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/21-03/31/22. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00
1	NOTES:	Notes: Quote is valid for 30 days. Please, reference quote number on PO. Freight may vary with quantity changes.	EA	\$0.00	\$0.00
1	NOTES:	Notes: Glock is currently quoting lead-times of 90-120 days, or greater.	EA	\$0.00	\$0.00

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Hartley, Warren  
 whartley@stephenvilletx.gov

Subtotal	\$7,215.00
Misc	\$0.00
Tax	\$0.00
Freight	\$19.99
<b>Total</b>	<b>\$7,234.99</b>

Thank you, Your salesperson was James.



# STAFF REPORT

**SUBJECT:** Case No.: RZ2022-001  
 Applicant D'Layna A Denman is requesting a rezone of property located at 2220 W Washington Street, Parcel 30368 of City Addition, Block 140, Lot 1A of the City of Stephenville, Erath County, Texas from (B-1) Neighborhood Business to (B-2) Retail and Commercial Business.

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

## RECOMMENDATION:

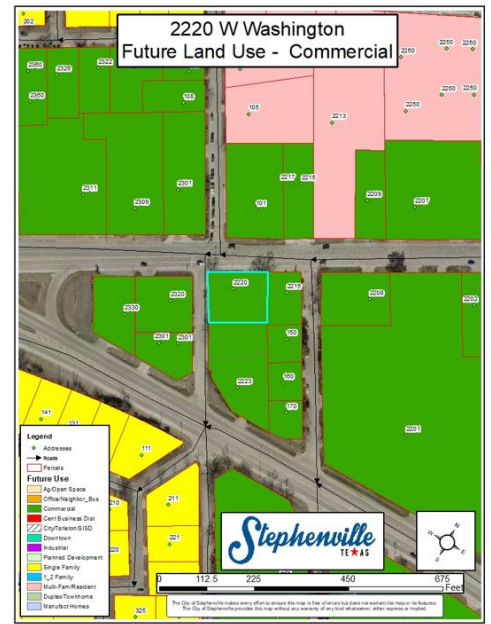
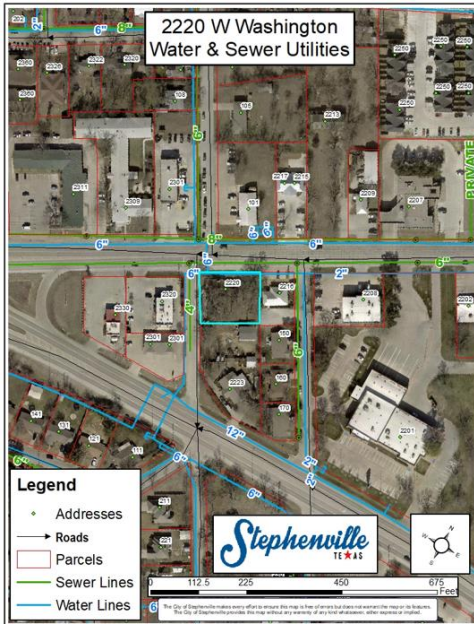
The Planning and Zoning Commission convened on March 16, 2022, and by a unanimous vote of 7/0, recommended the City Council approve the rezoning request.

## BACKGROUND:

### APPLICANT REQUEST:

Applicant is requesting a rezone of the property in conjunction with adjacent property owner request to rezone, RZ2022-002, in order to sell to a commercial developer for new retail development. The property is currently utilized as office space and the surrounding businesses are retail and commercial use.

### PROPERTY PROFILE:



Located on W Washington Street between Dale Avenue and S Harbin Drive

## DESCRIPTION OF REQUESTED ZONING:

### Sec. 154.06.2. Retail and commercial business district (B-2).

**6.2.A Description.** The Retail and Commercial Business District provides areas for the grouping of retail shops and stores offering goods and services for the residents in general. These shopping areas will generally be more densely concentrated and more traffic intensive than allowed in the Neighborhood Business Districts.

#### 6.2.B Permitted Uses.

- (1) Animal grooming;
- (2) Antique shop/art gallery—sales in building;
- (3) Assisted living center;
- (4) Athletic field;
- (5) Automobile service station and car care center;
- (6) Auto parking lot or building (commercial);
- (7) Auto parts sales;
- (8) Auto repair/mechanic garage;
- (9) Auto sales;
- (10) Automobile rental;
- (11) Bail bond service;
- (12) Bakery and confectionery—retail sales only;
- (13) Bakery and confectionery;
- (14) Banks or other financial institutions;
- (15) Boat sales;
- (16) Bottling works (wholesale);
- (17) Building material sales;
- (18) Cabinet and upholstery shop;
- (19) Car wash;
- (20) Care facility for narcotic, alcoholic or psychiatric patients;
- (21) Cemetery/mausoleum;
- (22) Church, temple or mosque;
- (23) Civic/community center;
- (24) Cleaning and pressing—small shop, pickup and delivery;
- (25) Clinic;
- (26) College or university;
- (27) Commercial amusement (indoor);
- (28) Commercial amusement (outdoor);
- (29) Convalescent, nursing or long term care facility;
- (30) Convenience/grocery store (without pumps) convenience store (with pumps);
- (31) Construction equipment rental and sales;
- (32) Construction yard (temporary);
- (33) Contractor shop and storage yard;

- (34) Department store;
- (35) Discount warehouse store;
- (36) Drapery, needlework or weaving shop;
- (37) Farmers Market;
- (38) Feed, seed and fertilizer store—no bulk storage;
- (39) Field office (temporary);
- (40) Florist;
- (41) Fraternal organization, lodge or civic club;
- (42) Furniture or appliance store;
- (43) Golf course or country club, driving range;
- (44) Greenhouse or nursery for retail plant sales with outside storage;
- (45) Handcraft shop;
- (46) Health club, weight and aerobic center;
- (47) Home improvement center;
- (48) Hospital—general acute care (human);
- (49) Hotels and motels;
- (50) Household appliance service and repair;
- (51) Kennel;
- (52) Kiosk;
- (53) Laboratory (medical);
- (54) Landscaping service;
- (55) Laundry and cleaning (self service);
- (56) Lawn equipment and small engine sales and services;
- (57) Micro brewery;
- (58) Mini storage/warehouses;
- (59) Monument retail sales (outside storage);
- (60) Mortuary or funeral home;
- (61) Moving company;
- (62) Neighborhood grocery store (no fuel service);
- (63) Office—professional and general administration;
- (64) Park, playground, public community recreation center;
- (65) Pawn shop;
- (66) Personal service shop (beauty, barber and the like);
- (67) Pet shop—small animals within building;
- (68) Plumbing shop;
- (69) Portable building sales;
- (70) Printing;
- (71) Produce stand;
- (72) Psychic/Tarot card reader;
- (73) Recreational vehicle sales;

- (74) Recycling kiosk;
- (75) Research lab (non-hazardous);
- (76) Restaurant (drive-in type);
- (77) Restaurant or cafeteria—without drive-in service;
- (78) Retail shops and stores other than listed;
- (79) Roofing and siding supply;
- (80) Schools—public, private and parochial;
- (81) Shopping center;
- (82) Storage or repair of furniture and appliances (display inside of building);
- (83) Studio (photographer, musician, artist);
- (84) Studio for radio and television;
- (85) Taxidermy;
- (86) Theater—indoor;
- (87) Tobacco shop;
- (88) Tool and equipment rental shop;
- (89) Trailer rental and sales;
- (90) Veterinary clinic or hospital; and
- (91) Veterinary services.
- (92) Restaurant with alcoholic beverage service.

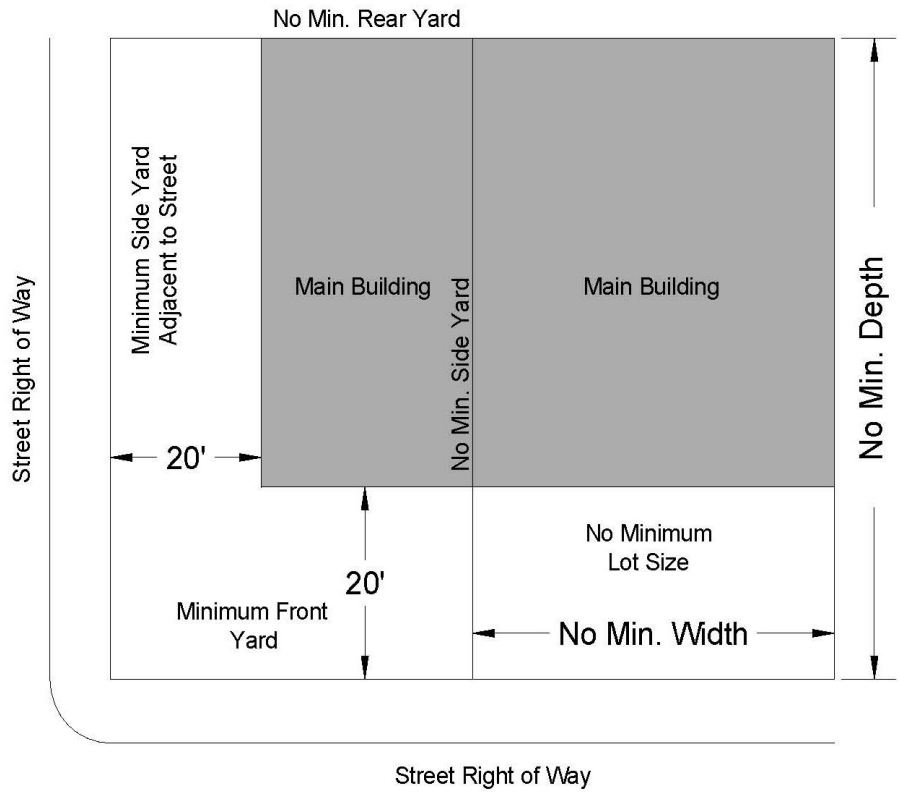
**6.2.C Conditional Uses (Special Use Permit required).**

- (1) Day care center—12 or more children;
- (2) Flea market;
- (3) Frozen foods locker;
- (4) Scientific and research laboratories;
- (5) Theater (drive-in); and
- (6) Trade and commercial schools.

**6.2.D Height, Area, Yard and Lot Coverage Requirements.**

- (1) Maximum density: There is no maximum density requirement.
- (2) Minimum lot area: There is no minimum area requirement.
- (3) Minimum lot width: There is no minimum width requirement.
- (4) Minimum lot depth: There is no minimum depth requirement.
- (5) Minimum depth of front setback: 20 feet.
- (6) Minimum depth of rear setback: There is no minimum rear setback requirement unless the lot abuts upon a Residential District, then a minimum ten feet is required.
- (7) Minimum width of side setback:
  - (a) Internal lot: There is no minimum side setback requirement unless the lot abuts upon a Residential District, then a minimum five feet is required.
  - (b) Corner lot: 20 feet.
- (8) Building size: There are no minimum size regulations.
- (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 have a maximum 75 foot height,, 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.



Note: No rear or side yard except when the lot abuts upon a Residential District, then the minimum setback for rear yard is 10 feet and side yard is five feet.

**6.2.E Parking Regulations.** All uses permitted in the B-2 District: See Section 11 Parking Regulations.

**6.2.F Sign Regulation.** See Section 12 for Sign Regulations.

**6.2.G Exceptions to Use, Height and Area Regulations.** See Section 10.

**6.2.H Garbage Regulations.** Retail and Commercial District businesses will provide a serviceable area specifically for refuse collection designed for refuse canisters. Each designated canister area will be nine feet wide and eight feet deep (72 square feet), with a cement slab base. If the location of the cement slab is adjacent to a residential district, the slab must be at least five feet from the property line. The refuse area will be enclosed on three sides by a privacy fence. Approach areas will meet the requirements of Subsection 6.2.I.

**6.2.I Loading and Unloading Regulations.** All loading, unloading and maneuvering of vehicles connected with the activity must be on the premises and will not be permitted in any street. Loading and unloading areas must be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced.

(Am. Ord. 2008-07, passed 5-6-2008; Am. Ord. 2009-23, passed 12-1-2009; Am. Ord. No. 2018-O-25 , § 1, 8-7-2018)

**ALTERNATIVES:**

- 1) Accept the recommendation and approve the rezoning request.
- 2) Reject the recommendation and deny the rezoning request.



# STAFF REPORT

**SUBJECT:** Case No.: RZ2022-002  
 Applicant Donald and Mary Sparks are requesting a rezone of property located at 2223 W South Loop, Parcel 30369 of City Addition, Block 140 & 145, Lot 1A-S of the City of Stephenville, Erath County, Texas from (B-1) Neighborhood Business to (B-2) Retail and Commercial Business.

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

## RECOMMENDATION:

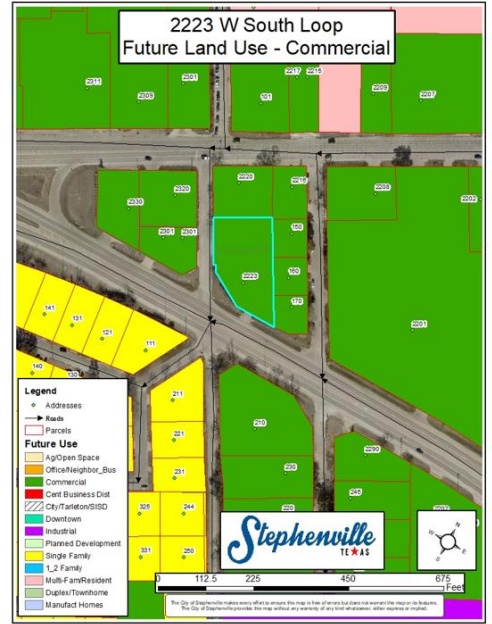
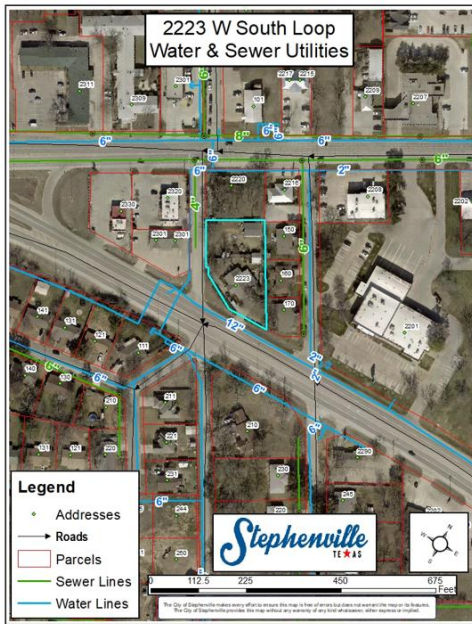
The Planning and Zoning Commission convened on March 16, 2022, and by a unanimous vote of 7/0, recommended the City Council approve the rezoning request.

## BACKGROUND:

### APPLICANT REQUEST:

Applicant is requesting a rezone of the property in conjunction with adjacent property owner request to rezone, RZ2022-001, in order to sell to a commercial developer for new retail development. The property is currently a single family home. Surrounding properties include single-family homes, retail and commercial uses.

### PROPERTY PROFILE:



Located between W Washington Street and W South Loop and between Dale Avenue and S Harbin Drive

## DESCRIPTION OF REQUESTED ZONING:

### Sec. 154.06.2. Retail and commercial business district (B-2).

**6.2.A Description.** The Retail and Commercial Business District provides areas for the grouping of retail shops and stores offering goods and services for the residents in general. These shopping areas will generally be more densely concentrated and more traffic intensive than allowed in the Neighborhood Business Districts.

#### 6.2.B Permitted Uses.

- (1) Animal grooming;
- (2) Antique shop/art gallery—sales in building;
- (3) Assisted living center;
- (4) Athletic field;
- (5) Automobile service station and car care center;
- (6) Auto parking lot or building (commercial);
- (7) Auto parts sales;
- (8) Auto repair/mechanic garage;
- (9) Auto sales;
- (10) Automobile rental;
- (11) Bail bond service;
- (12) Bakery and confectionery—retail sales only;
- (13) Bakery and confectionery;
- (14) Banks or other financial institutions;
- (15) Boat sales;
- (16) Bottling works (wholesale);
- (17) Building material sales;
- (18) Cabinet and upholstery shop;
- (19) Car wash;
- (20) Care facility for narcotic, alcoholic or psychiatric patients;
- (21) Cemetery/mausoleum;
- (22) Church, temple or mosque;
- (23) Civic/community center;
- (24) Cleaning and pressing—small shop, pickup and delivery;
- (25) Clinic;
- (26) College or university;
- (27) Commercial amusement (indoor);
- (28) Commercial amusement (outdoor);
- (29) Convalescent, nursing or long term care facility;
- (30) Convenience/grocery store (without pumps) convenience store (with pumps);
- (31) Construction equipment rental and sales;
- (32) Construction yard (temporary);
- (33) Contractor shop and storage yard;



- (34) Department store;
- (35) Discount warehouse store;
- (36) Drapery, needlework or weaving shop;
- (37) Farmers Market;
- (38) Feed, seed and fertilizer store—no bulk storage;
- (39) Field office (temporary);
- (40) Florist;
- (41) Fraternal organization, lodge or civic club;
- (42) Furniture or appliance store;
- (43) Golf course or country club, driving range;
- (44) Greenhouse or nursery for retail plant sales with outside storage;
- (45) Handcraft shop;
- (46) Health club, weight and aerobic center;
- (47) Home improvement center;
- (48) Hospital—general acute care (human);
- (49) Hotels and motels;
- (50) Household appliance service and repair;
- (51) Kennel;
- (52) Kiosk;
- (53) Laboratory (medical);
- (54) Landscaping service;
- (55) Laundry and cleaning (self service);
- (56) Lawn equipment and small engine sales and services;
- (57) Micro brewery;
- (58) Mini storage/warehouses;
- (59) Monument retail sales (outside storage);
- (60) Mortuary or funeral home;
- (61) Moving company;
- (62) Neighborhood grocery store (no fuel service);
- (63) Office—professional and general administration;
- (64) Park, playground, public community recreation center;
- (65) Pawn shop;
- (66) Personal service shop (beauty, barber and the like);
- (67) Pet shop—small animals within building;
- (68) Plumbing shop;
- (69) Portable building sales;
- (70) Printing;
- (71) Produce stand;
- (72) Psychic/Tarot card reader;
- (73) Recreational vehicle sales;

- (74) Recycling kiosk;
- (75) Research lab (non-hazardous);
- (76) Restaurant (drive-in type);
- (77) Restaurant or cafeteria—without drive-in service;
- (78) Retail shops and stores other than listed;
- (79) Roofing and siding supply;
- (80) Schools—public, private and parochial;
- (81) Shopping center;
- (82) Storage or repair of furniture and appliances (display inside of building);
- (83) Studio (photographer, musician, artist);
- (84) Studio for radio and television;
- (85) Taxidermy;
- (86) Theater—indoor;
- (87) Tobacco shop;
- (88) Tool and equipment rental shop;
- (89) Trailer rental and sales;
- (90) Veterinary clinic or hospital; and
- (91) Veterinary services.
- (92) Restaurant with alcoholic beverage service.

**6.2.C Conditional Uses (Special Use Permit required).**

- (1) Day care center—12 or more children;
- (2) Flea market;
- (3) Frozen foods locker;
- (4) Scientific and research laboratories;
- (5) Theater (drive-in); and
- (6) Trade and commercial schools.

**6.2.D Height, Area, Yard and Lot Coverage Requirements.**

- (1) Maximum density: There is no maximum density requirement.
- (2) Minimum lot area: There is no minimum area requirement.
- (3) Minimum lot width: There is no minimum width requirement.
- (4) Minimum lot depth: There is no minimum depth requirement.
- (5) Minimum depth of front setback: 20 feet.
- (6) Minimum depth of rear setback: There is no minimum rear setback requirement unless the lot abuts upon a Residential District, then a minimum ten feet is required.
- (7) Minimum width of side setback:
  - (a) Internal lot: There is no minimum side setback requirement unless the lot abuts upon a Residential District, then a minimum five feet is required.
  - (b) Corner lot: 20 feet.
- (8) Building size: There are no minimum size regulations.
- (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 have a maximum 75 foot height,, 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.



Note: No rear or side yard except when the lot abuts upon a Residential District, then the minimum setback for rear yard is 10 feet and side yard is five feet.

**6.2.E Parking Regulations.** All uses permitted in the B-2 District: See Section 11 Parking Regulations.

**6.2.F Sign Regulation.** See Section 12 for Sign Regulations.

**6.2.G Exceptions to Use, Height and Area Regulations.** See Section 10.

**6.2.H Garbage Regulations.** Retail and Commercial District businesses will provide a serviceable area specifically for refuse collection designed for refuse canisters. Each designated canister area will be nine feet wide and eight feet deep (72 square feet), with a cement slab base. If the location of the cement slab is adjacent to a residential district, the slab must be at least five feet from the property line. The refuse area will be enclosed on three sides by a privacy fence. Approach areas will meet the requirements of Subsection 6.2.I.

**6.2.I Loading and Unloading Regulations.** All loading, unloading and maneuvering of vehicles connected with the activity must be on the premises and will not be permitted in any street. Loading and unloading areas must be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced.

(Am. Ord. 2008-07, passed 5-6-2008; Am. Ord. 2009-23, passed 12-1-2009; Am. Ord. No. 2018-O-25 , § 1, 8-7-2018)

**ALTERNATIVES:**

- 1) Accept the recommendation and approve the rezoning request.
- 2) Reject the recommendation and deny the rezoning request.



# STAFF REPORT

**SUBJECT:** Case No.: RZ2022-003  
 Applicant Michael Weeks is requesting a rezone of property located at 1620 W Swan Street and 1680 W Swan Street, Parcel R33562 of Southside Addition, Block 13, Lot 1 of the City of Stephenville, Erath County, Texas from (I) Industrial to (R-3) Multiple family residential.

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

## RECOMMENDATION:

The Planning and Zoning Commission convened on March 16, 2022, and by a unanimous vote of 7/0, recommended the City Council approve the rezone request.

## BACKGROUND:

### APPLICANT REQUEST:

There are (2) two existing apartment buildings on the property with (8) eight units each for a total of 16 units. The property is currently a non-conforming Industrial zone that is grandfathered to allow the current apartment complex, Tuscan Ridge Apartments. Applicant is requesting to rezone the property to R-3 multiple family residential district in order to add a new two-story building with (6) six units.

### PROPERTY PROFILE:



Located south of W Washington Street, east of S Harbin Drive and west of S Lillian, and adjacent to the railroad tracks.

**DESCRIPTION OF REQUESTED ZONING:****Sec. 154.05.6. Multiple family residential district (R-3).****5.6 A Description.**

This residential district provides for medium to high-density city neighborhood development. The primary land use allows for single-family dwellings, two-to-four family dwelling units, and multiple family housing buildings and complexes platted as one parcel and sole source management. All R-3 zoning will be appropriate to a city-style neighborhood. Recreational, religious and educational uses are also permitted so as to contribute to the natural elements of a convenient, balanced and attractive neighborhood. Development within this district is intended to be protected from the encroachment of land activities that do not contribute to the aesthetic and functional well being of the intended district environment.

**5.6.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-to-four family dwellings, with each family limited as in division (1) above;
- (3) Multiple family dwellings, with each family limited as in division (1) above; Student living complexes will be subject to a variance request for units designed to occupy more than three unrelated students per unit.
- (4) Assisted living center;
- (5) Convalescent, nursing or long term-care facility;
- (6) Retirement housing complex;
- (7) Accessory buildings;
- (8) Churches, temples, mosques and related facilities;
- (9) Community home;
- (10) Park or playground;
- (11) SISD school—public;
- (12) Bed and breakfast/boarding house;
- (13) Group day care home;
- (14) Registered family home;
- (15) Day care center; and
- (16) Fraternity or sorority house.

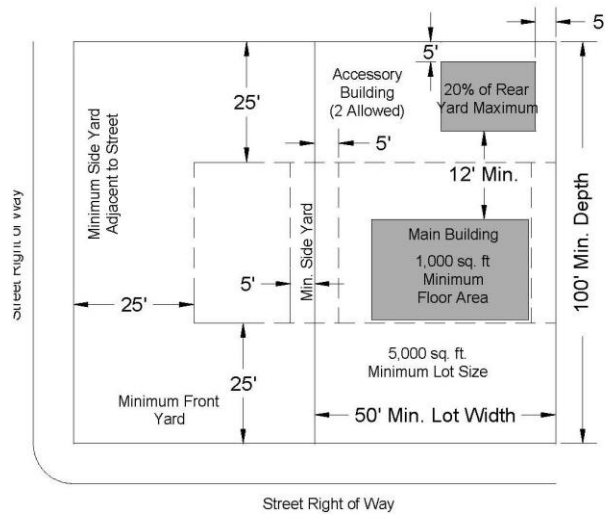
**5.6.C Conditional Uses.**

- (1) Home occupation;
- (2) Common facilities as the principal use of one or more platted lots in a subdivision;
- (3) Adult and/or children's day care centers;
- (4) Foster group home; and
- (5) Residence hall.

**5.6.D Height, Area, Yard and Lot Coverage Requirements.**

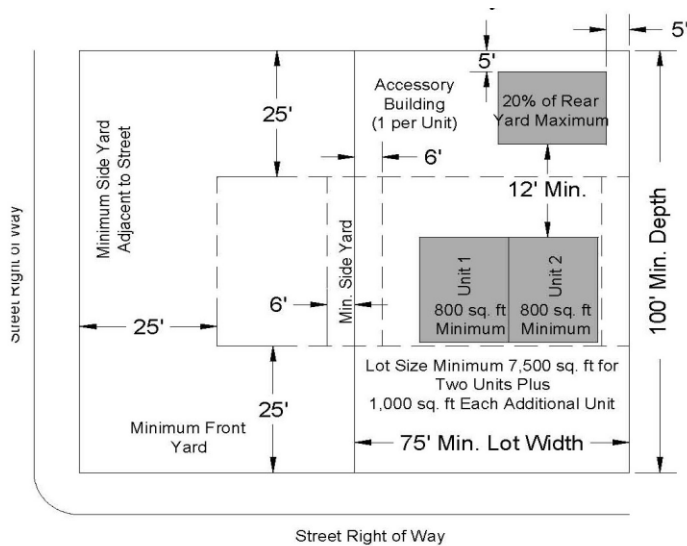
- (A) *Single family dwelling.*
  - (1) Minimum lot area: 5,000 ft<sup>2</sup>.
  - (2) Minimum lot width and lot frontage: 50 feet.
  - (3) Minimum lot depth: 100 feet.
  - (4) Minimum depth of front setback: 25 feet.
  - (5) Minimum depth of rear setback: 25 feet.
  - (6) Minimum width of side setback:
    - (a) Internal lot: five feet.
    - (b) Corner lot: 25 feet from intersecting side street.
  - (7) Building size:

- (a) Maximum coverage as a percentage of lot area: 40%.
- (b) Single family dwelling: 1,000 ft<sup>2</sup> .
- (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.



(B) *Two-to-four family.*

- (1) Minimum lot area: 7,500 ft<sup>2</sup> for two dwelling units, plus 1,000 ft<sup>2</sup> for each additional 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 coverage as a percentage of lot area: 40%.
  - (b) Minimum area of each dwelling unit: 800 ft<sup>2</sup> .
- (8) Accessory buildings:
  - (a) Maximum accessory building coverage of rear yard: 20%.
  - (b) Maximum area of each accessory building: 200 ft<sup>2</sup> .
  - (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.

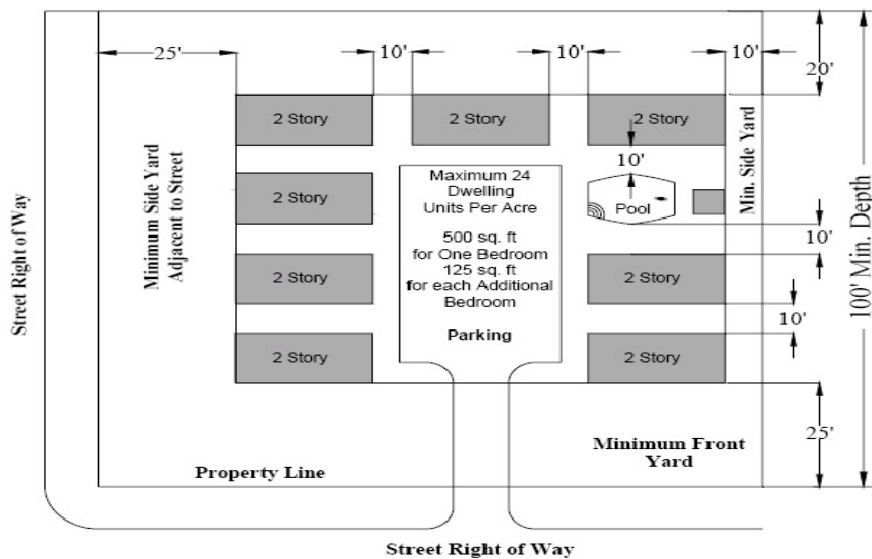


(C) *Multiple family dwellings.*

- (1) Minimum lot area: maximum density of 24 dwelling units per acre, which includes parking, access and all other area improvements.
- (2) Minimum lot depth: 100 feet.
- (3) Minimum depth of front setback: 25 feet.
- (4) Minimum depth of rear setback: 20 feet.
- (5) Minimum width of side setback:
  - (a) Internal lot: ten feet.
  - (b) Corner lot: 25 feet from intersecting side street.
- (6) Building size: Minimum area of each dwelling unit: 500 ft<sup>2</sup> for one bedroom or less plus 125 ft<sup>2</sup> of floor area for each additional bedroom.
- (7) Maximum height of structures: 35 feet.
- (8) 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.

**5.6.D Height, Area, Yard and Lot Coverage Requirements**

**Multiple Family Dwelling**

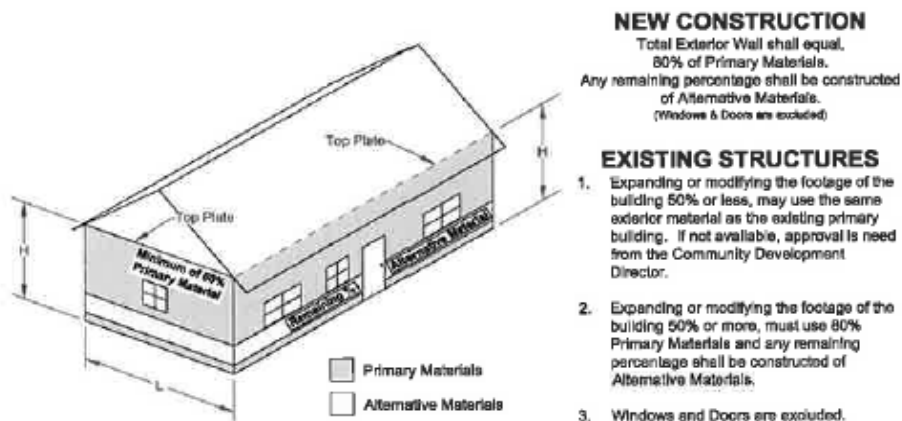


### 5.6.E Parking Regulations.

Lots in this District shall provide a minimum of two vehicle parking spaces per dwelling unit, with a driveway connecting the parking spaces with a street or alley, and meet all the pertinent requirements contained in Section 154.11 *Parking spaces for vehicles* of this ordinance. Student housing whereby individual rooms are leased by unit must require 1.5 spaces per rented bed.

### 5.6.F Type of Construction.

- (1) The exterior walls of all new dwellings to the top plate, shall be constructed of at least 80% of the total exterior walls of primary materials, excluding doors, windows, and porches. See Section 10.E(1): Exterior Building Material Standard—Primary Materials.
- (2) Any remaining exterior walls of all new dwellings shall construct the remaining exterior walls of alternative materials. See Section 10.E(2): Exterior Building Material Standard—Alternative Materials.
- (3) 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.
- (4) Existing dwellings expanding the total square footage of the building more than 50%, or proposing to use a material inconsistent with the primary structure for any expansion, must meet the 80% minimum primary materials, Section 10.E: Exterior Building Material Standard, for the total exterior walls of the structure.

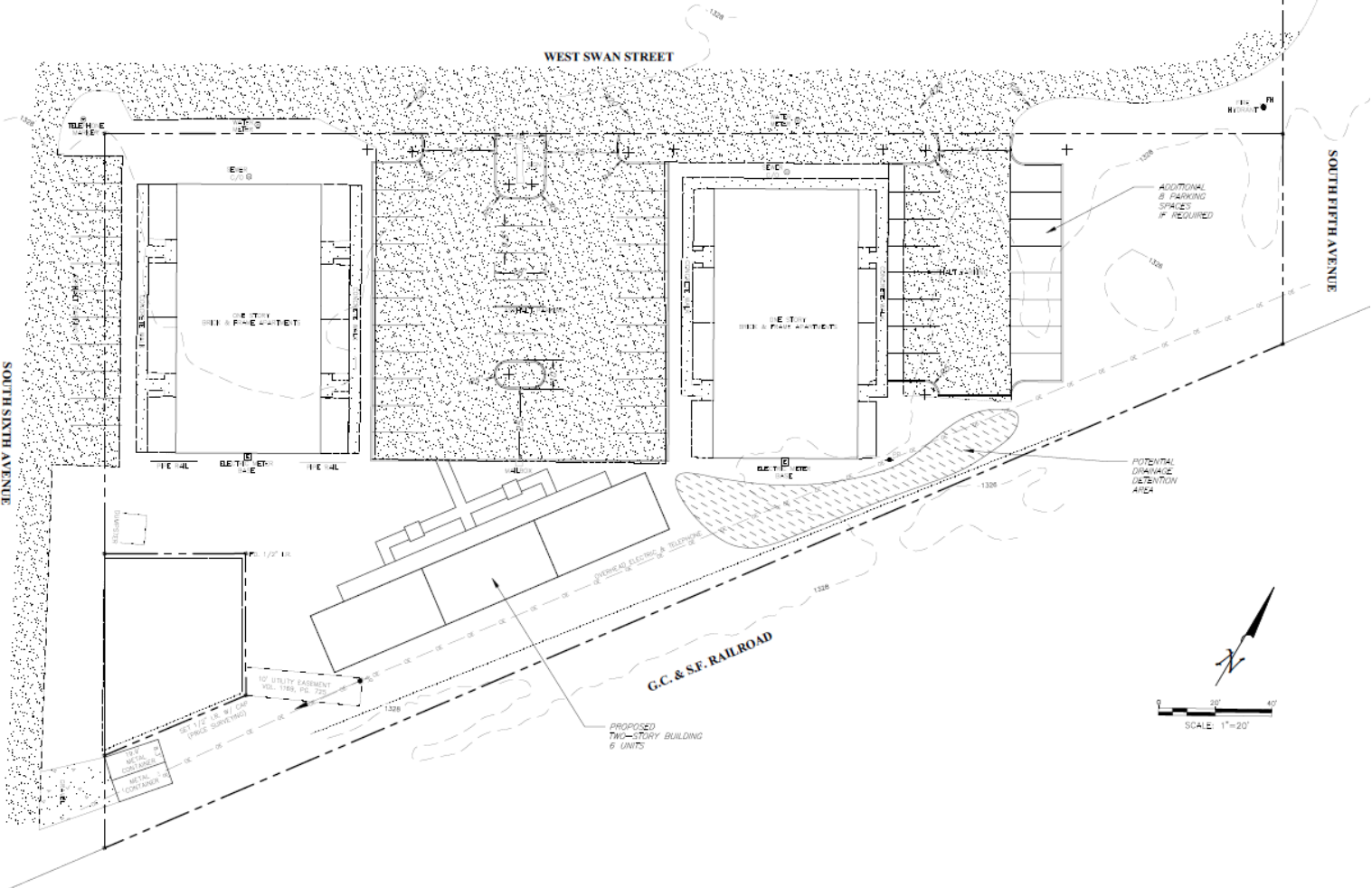


### ALTERNATIVES:

- 1) Accept the recommendation and approve the rezoning request.
- 2) Reject the recommendation and deny the rezoning request.



Exhibit – Proposed new building location





# STAFF REPORT

**SUBJECT:** Case No.: AS2022-002  
Abandonment of Sloan Street from Harbin Drive to Saint Felix Street

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

**RECOMMENDATION:**

The Planning and Zoning Commission convened on March 16, 2022, and by a vote of 5/2, recommended the City Council proceed with the initiated action to abandon the street.

**BACKGROUND:**

The City has previously abandoned streets near and through Tarleton State University when the University was acquiring private property in order to expand campus improvements. The University is currently in the process of buying private property along Sloan Street from Harbin Drive to Saint Felix Street.

Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative. Council initiated such action at the regular business meeting on February 1, 2022. Such action requires review by the Planning and Zoning Commission via public hearing and a recommendation to council for final approval. The applicable sections of the city code are as follows:

ARTICLE IV. - CLOSING STREETS AND ALLEYS

Sec. 95.50. - Reference to transportation code.

Provisions for the closing of streets and alleys are granted by the V.T.C.A. Transp. Code § 311.07. The procedures and regulations set out herein are consistent with the requirements of the Code and set out regulations to be followed in the closing of streets and alleys. (Ord. 2015-11, passed 7-7-2015)

Sec. 95.51. - Public hearing generally.

The City Council, on its own initiative, may call a public hearing to determine whether or not any street or alley in the city, or any portion thereof, should be closed or abandoned as a public thoroughfare. (Ord. 2015-11, passed 7-7-2015)

Sec. 95.54. - Recommendation of the planning and zoning commission.

Before City Council may take final action to adopt any ordinance to close a street or alley the Planning and Zoning Commission shall review the request from the point of view of impact on future traffic circulation in the city and shall make a recommendation on such matters to the City Council. The Planning and Zoning Commission shall be required to conduct a public hearing. (Ord. 2015-11, passed 7-7-2015)

**DEPARTMENTAL COMMENTS:****Public Works Department**

Existing sewer main to be abandoned to private ownership

Existing potable main to be abandoned to private ownership with physical disconnection or meter installation

**Development Services**

No additional comments.

**Police Department**

No additional comments.

**Fire Department**

No additional comments.

**ESTIMATE OF VALUE:****ARTICLE IV. - CLOSING STREETS AND ALLEYS****Sec. 95.56. - Appraisal of real property required.**

- A. Within 90 days after the City Council public hearing and Planning and Zoning Commission recommendation, but before City Council final action, the petitioner shall provide an appraisal by a certified appraiser of real property. The cost of the appraisal is to be paid in full by the petitioner. Upon written application by the petitioner stating the need therefor, this time period may be extended by the City Administrator. Such extension shall be in writing.
- B. As an alternative to the above, the petitioner may elect, in writing, to utilize the average appraised values of the land immediately adjacent to the street or alley to be closed as shown on the most recent approved municipal tax roll. Such average value shall be calculated by city staff.
- C. If the requested closure is approved by City Council, the actual selling price shall be determined solely by the City Council, but in no case shall the selling price be less than the appraised value as determined under this section.

(Ord. 2015-11, passed 7-7-2015)

**ADVANTAGES:**

An advantage to closing Sloan Street from Harbin Drive to Saint Felix Street include the transfer of maintenance of the pavement and the sanitary sewer and water utility that provide benefit to a sole customer.

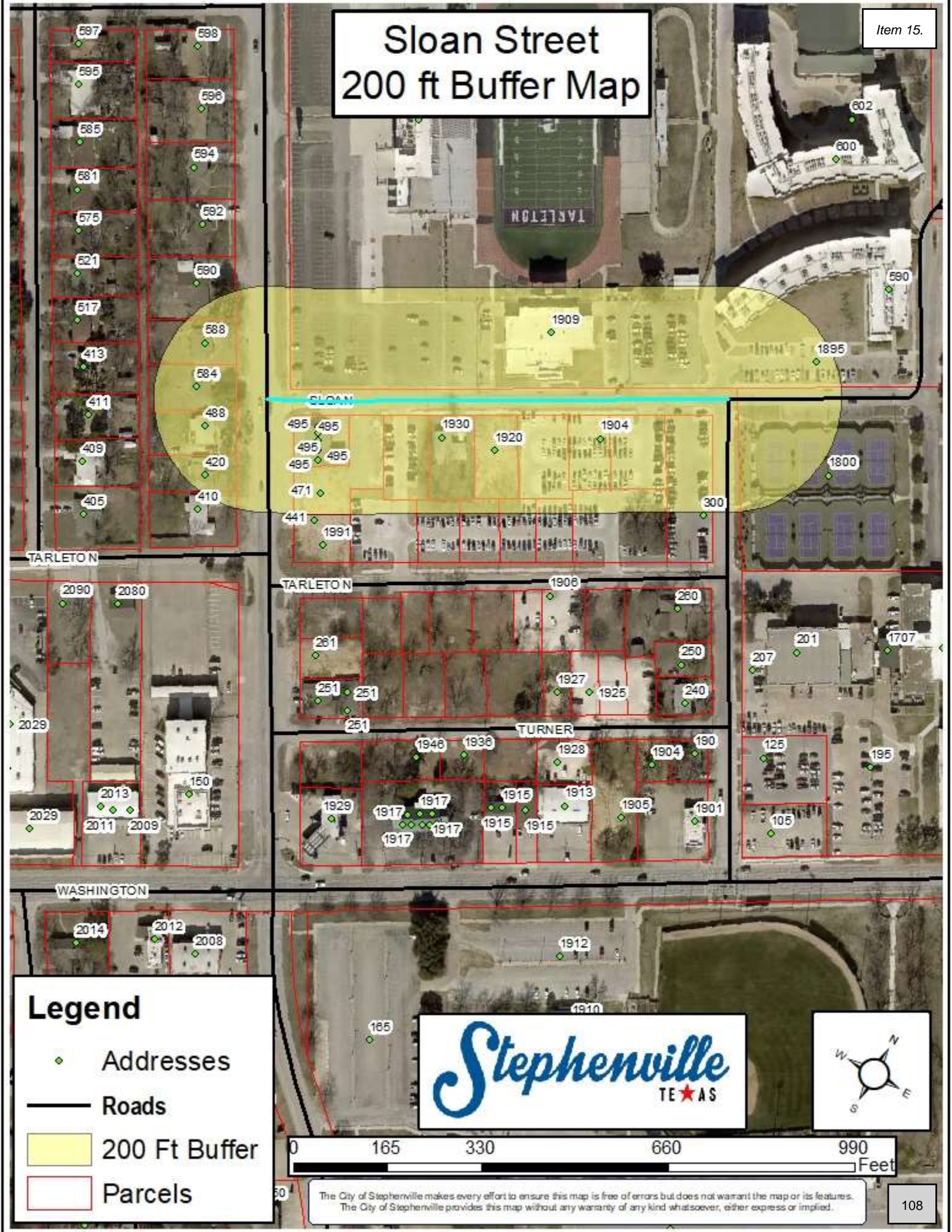
**DISADVANTAGES:**

No disadvantages have been identified at this time.

**ALTERNATIVES:**

- 1) Accept the recommendation and abandon the street as initiated.
- 2) Reject the recommendation and terminate the initiated action to abandon the street.

# Sloan Street 200 ft Buffer Map



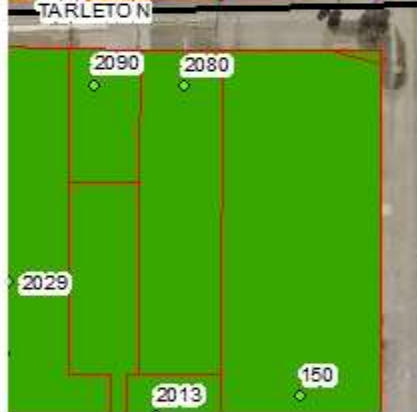
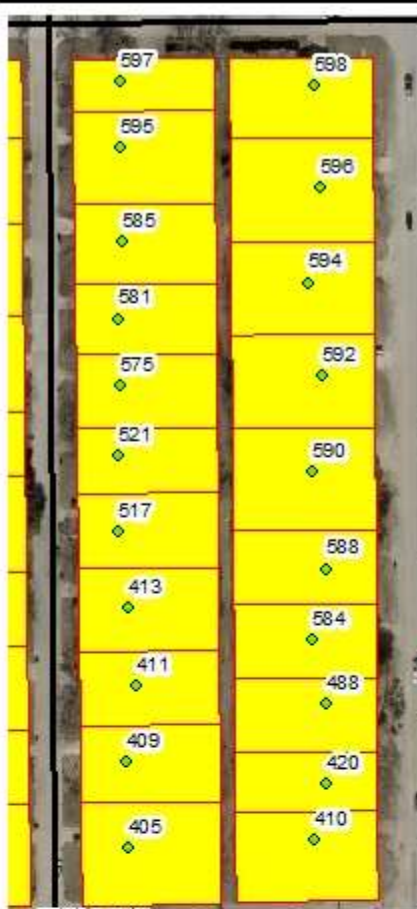
## Legend

- ◆ Addresses
- Roads
- 200 Ft Buffer
- Parcels



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 express or implied.

# Sloan Street Current Zoning Map

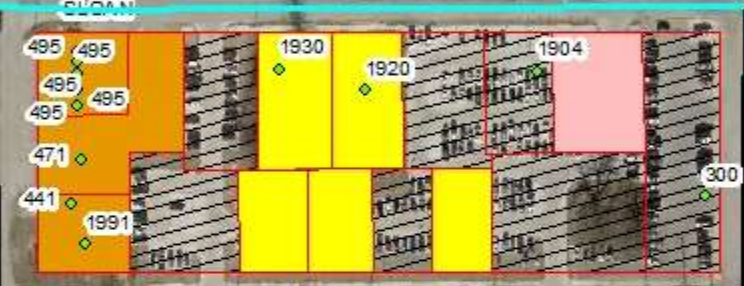
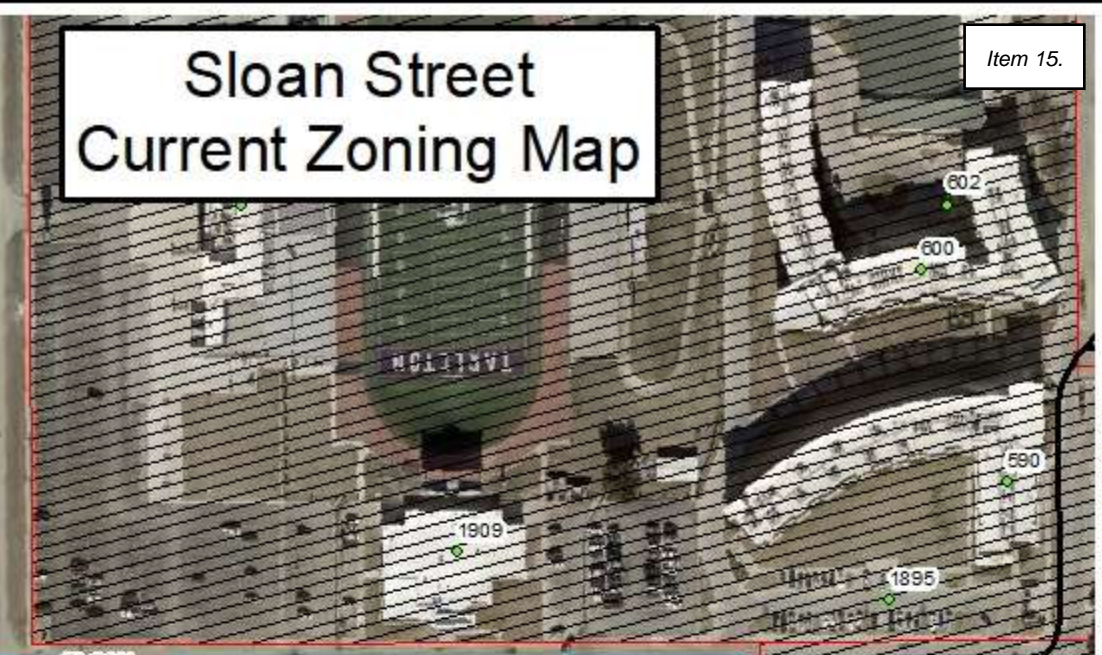


**Legend**

- ◆ Addresses
- Roads
- ▭ Parcels

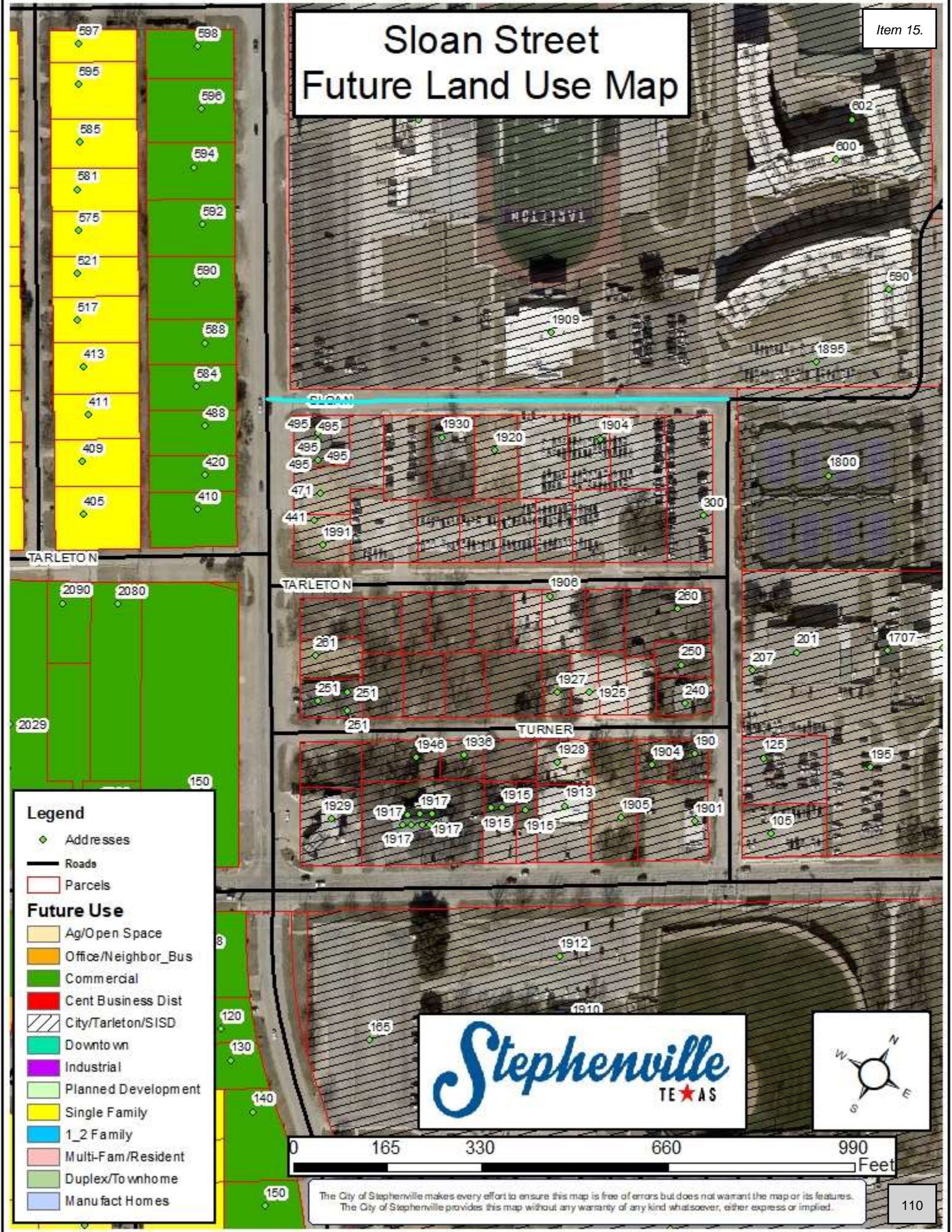
**ZONING**

- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTS - City, Tareilton, 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 express or implied.

# Sloan Street Future Land Use Map



**Legend**

- ◆ Addresses
- Roads
- ▭ Parcels

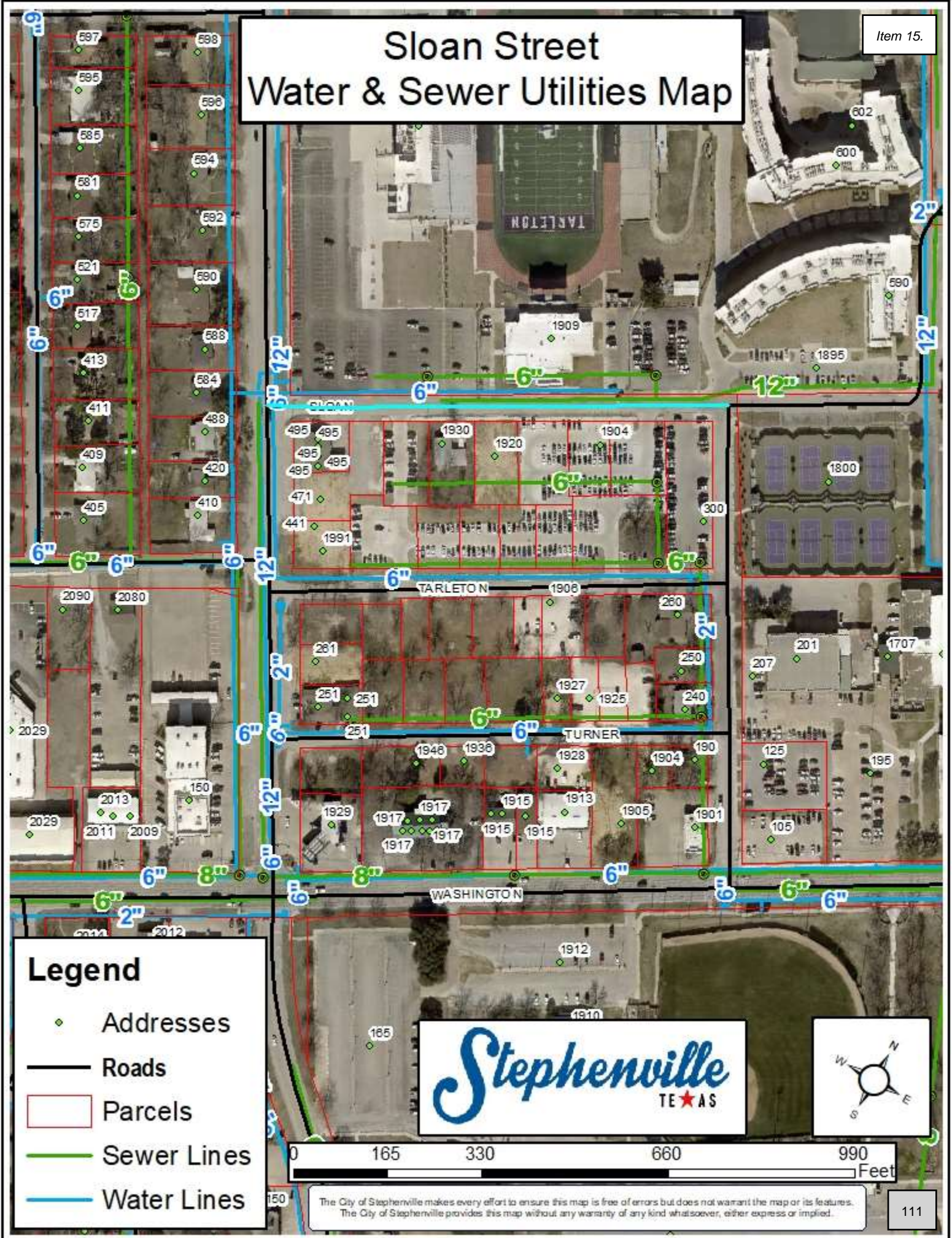
**Future Use**

- Ag/Open Space
- Office/Neighbor\_Bus
- Commercial
- Cent Business Dist
- City/Tarleton/SISD
- Downtown
- Industrial
- Planned Development
- Single Family
- 1\_2 Family
- Multi-Fam/Resident
- Duplex/Two home
- Manu fact Homes



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 express or implied.

# Sloan Street Water & Sewer Utilities Map



## Legend

- ◆ Addresses
- Roads
- Parcels
- Sewer Lines
- Water Lines



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## Sloan Street Address List

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000032899	1919 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032898	1917 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032903	1923 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032902	1921 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032911	1991 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032907	471 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032895	1915 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032896	1906 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032897	1902 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032901	1910 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032900	1920 SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032906	1930 SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032905	1940 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032904	1989 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000060731	0 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032893	201 ST FELIX AVE	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000031936	420 HARBIN DR	BORGES JOSEPH JOAQUIN	PO BOX 1201	STEPHENVILLE	TX	76401
R000031934	584 HARBIN DR	BYRD RICHARD S & KRISTEN L		STEPHENVILLE	TX	76401
R000031937	410 N HARBIN DR	GALLAGHER JERRY VON JR& CARRIE GALLAGHER	4209 CR 826	ANNA	TX	75409
R000031932	590 HARBIN DR	LOLA ASSETS LLC	7115 VALLEY VIEW LN	DALLAS	TX	75240
R000031935	488 HARBIN DR	MARKS BARBARA ANN (TRANSFER ON DEATH)	488 N HARBIN DR	STEPHENVILLE	TX	76401
R000031933	588 HARBIN DR	NORMAND JONATHAN M & CARRIE J	170 BRIDLE PATH DR	STEPHENVILLE	TX	76401-7898
R000032910	495 N HARBIN DR	PEACOCK INVESTMENTS LLC	1279 DIANA LANE	STEPHENVILLE	TX	76401



# STAFF REPORT



**SUBJECT:** Case No.: AS2022-003  
Abandonment of Tarleton Street from Harbin Drive to Saint Felix Street

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

## RECOMMENDATION:

The Planning and Zoning Commission convened on March 16, 2022, and by a vote of 3/4, recommended the City Council proceed with the street abandonment. The motion failed to meet a 2/3 affirmative vote and is therefore forwarded as a denial in accordance with Section 154.20.2.K(3)(b) of the City of Stephenville Code of Ordinances.

## BACKGROUND:

The City has previously abandoned streets near and through Tarleton State University when the University was acquiring private property in order to expand campus improvements. The University is currently in the process of buying private property along Tarleton Street from Harbin Drive to Saint Felix Street.

Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative. Council initiated such action at the regular business meeting on February 1, 2022. Such action requires review by the Planning and Zoning Commission via public hearing and a recommendation to council for final approval. The applicable sections of the city code are as follows:

### ARTICLE IV. - CLOSING STREETS AND ALLEYS

Sec. 95.50. - Reference to transportation code.

Provisions for the closing of streets and alleys are granted by the V.T.C.A. Transp. Code § 311.07. The procedures and regulations set out herein are consistent with the requirements of the Code and set out regulations to be followed in the closing of streets and alleys.  
(Ord. 2015-11, passed 7-7-2015)

Sec. 95.51. - Public hearing generally.

The City Council, on its own initiative, may call a public hearing to determine whether or not any street or alley in the city, or any portion thereof, should be closed or abandoned as a public thoroughfare.  
(Ord. 2015-11, passed 7-7-2015)

Sec. 95.54. - Recommendation of the planning and zoning commission.

Before City Council may take final action to adopt any ordinance to close a street or alley the Planning and Zoning Commission shall review the request from the point of view of impact on future traffic circulation in the city and shall make a recommendation on such matters to the City Council. The Planning and Zoning Commission shall be required to conduct a public hearing. (Ord. 2015-11, passed 7-7-2015)

**DEPARTMENTAL COMMENTS:****Public Works Department**

- Retain easement for proposed stormwater drainage line
- Retain easement for existing raw water line
- Existing sewer main to be abandoned to private ownership
- Existing potable main to be abandoned to private ownership with physical disconnection or meter installation

**Development Services**

No additional comments.

**Police Department**

No additional comments.

**Fire Department**

No additional comments.

**ESTIMATE OF VALUE:****ARTICLE IV. - CLOSING STREETS AND ALLEYS****Sec. 95.56. - Appraisal of real property required.**

- A. Within 90 days after the City Council public hearing and Planning and Zoning Commission recommendation, but before City Council final action, the petitioner shall provide an appraisal by a certified appraiser of real property. The cost of the appraisal is to be paid in full by the petitioner. Upon written application by the petitioner stating the need therefor, this time period may be extended by the City Administrator. Such extension shall be in writing.
- B. As an alternative to the above, the petitioner may elect, in writing, to utilize the average appraised values of the land immediately adjacent to the street or alley to be closed as shown on the most recent approved municipal tax roll. Such average value shall be calculated by city staff.
- C. If the requested closure is approved by City Council, the actual selling price shall be determined solely by the City Council, but in no case shall the selling price be less than the appraised value as determined under this section.

(Ord. 2015-11, passed 7-7-2015)

**ADVANTAGES:**

An advantage to closing Tarleton Street from Harbin Drive to Saint Felix Street include the transfer of maintenance of the pavement and the sanitary sewer utility that provide benefit to a sole customer.

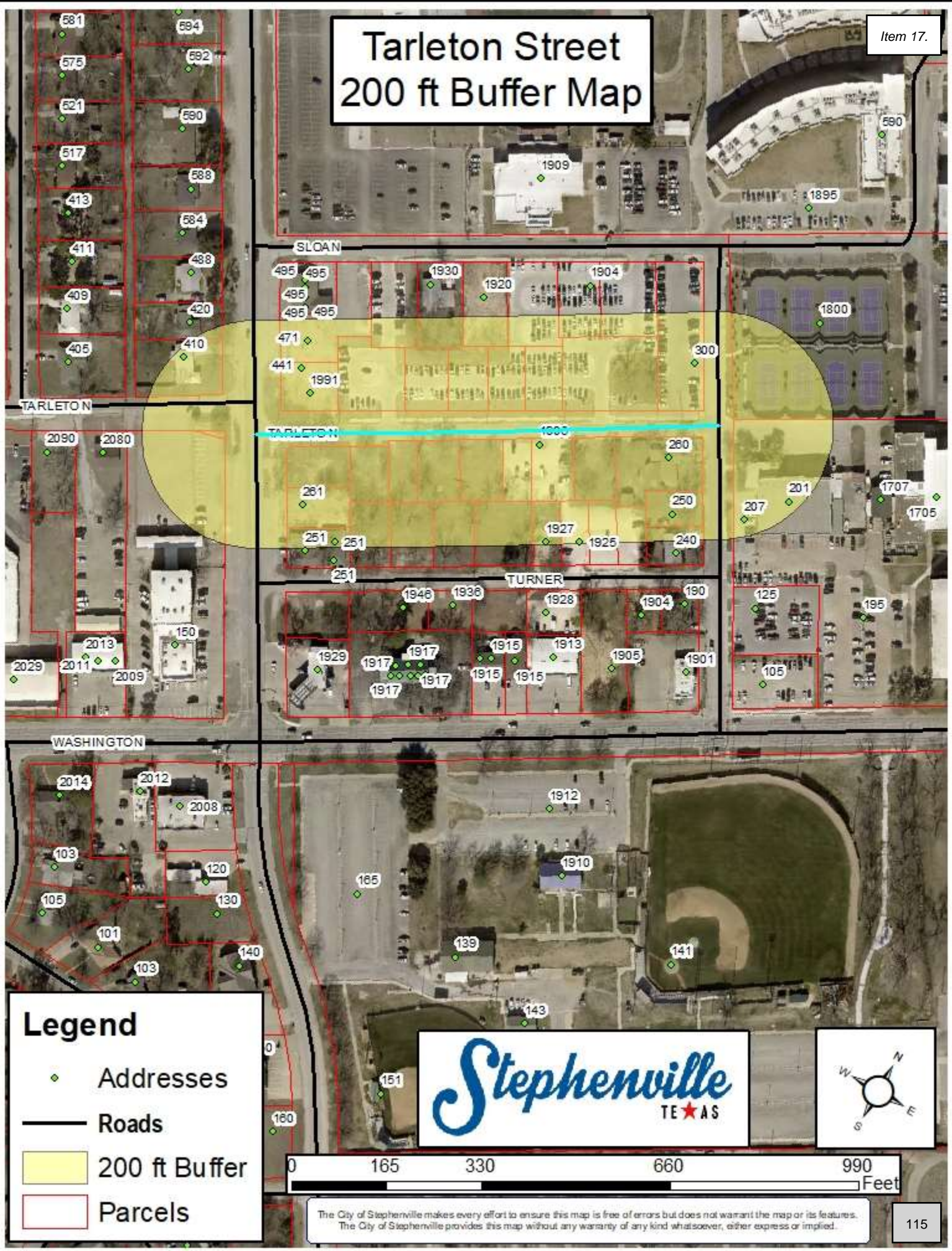
**DISADVANTAGES:**

No disadvantages have been identified at this time.

**ALTERNATIVES:**

- 1) Proceed with the initiated action to abandon the street.
- 2) Terminate the initiated action to abandon the street.

# Tarleton Street 200 ft Buffer Map



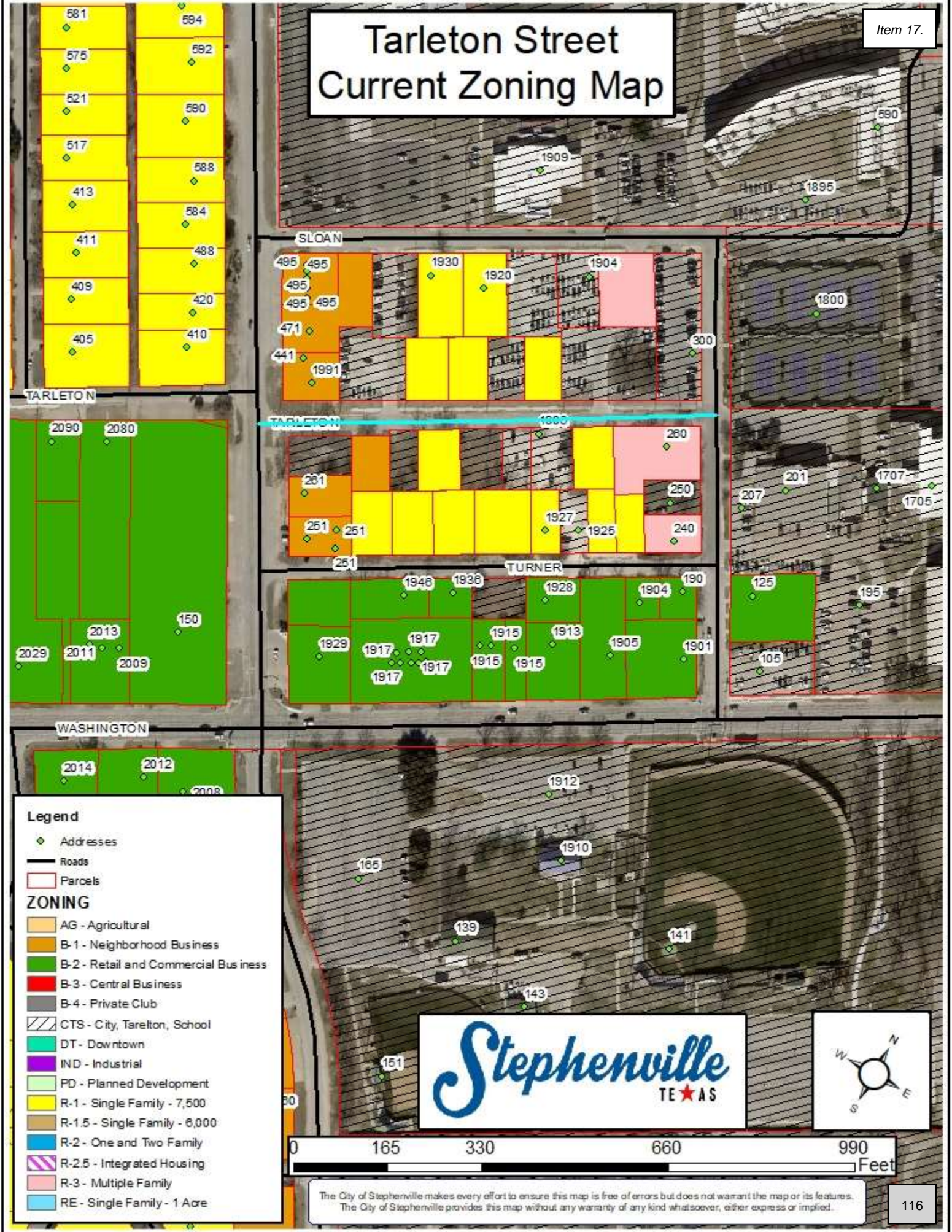
## Legend

- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



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# Tarleton Street Current Zoning Map



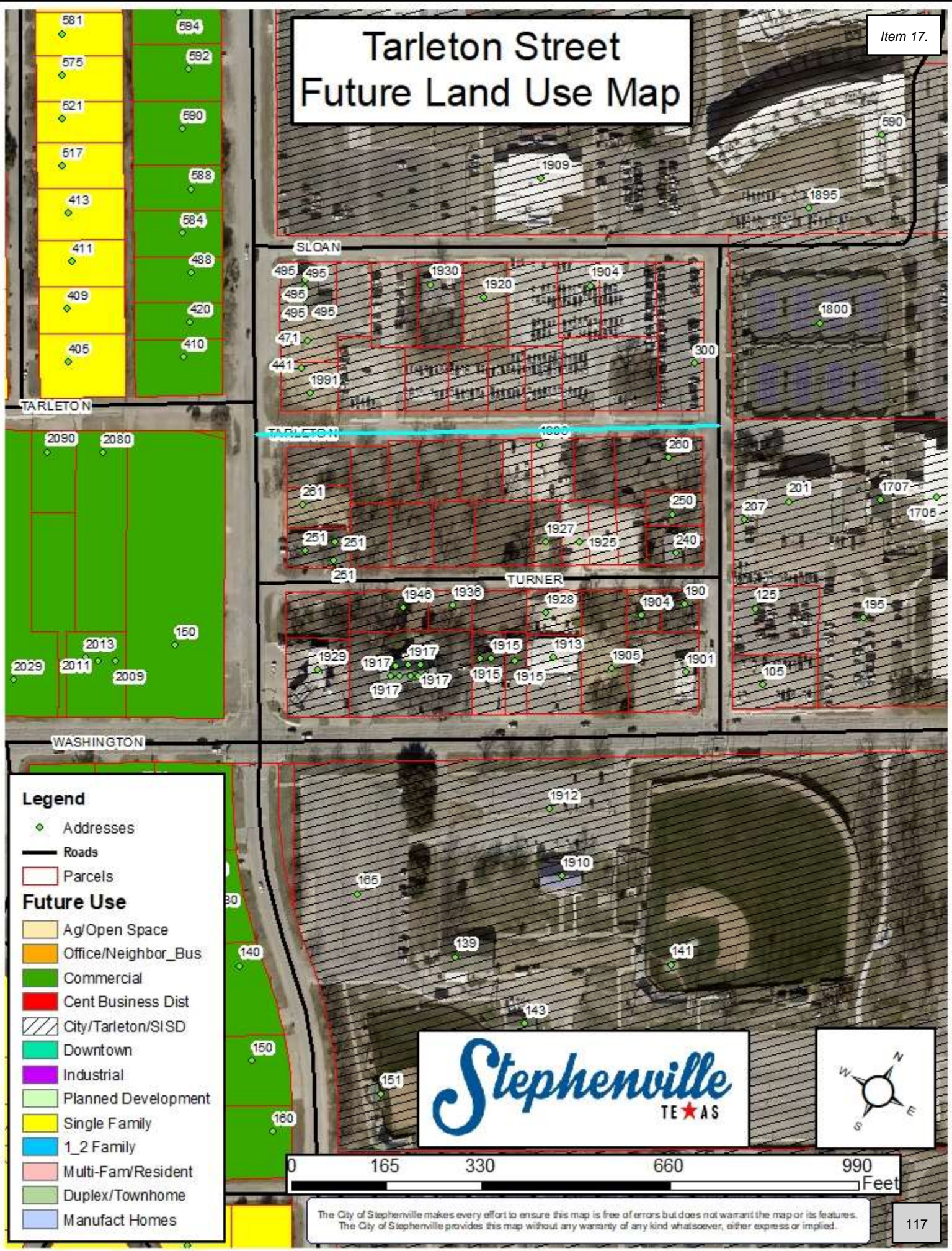
### Legend

- ◆ Addresses
  - Roads
  - ▭ Parcels
- ### 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



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# Tarleton Street Future Land Use Map



**Legend**

- ◆ Addresses
- Roads
- ▭ Parcels

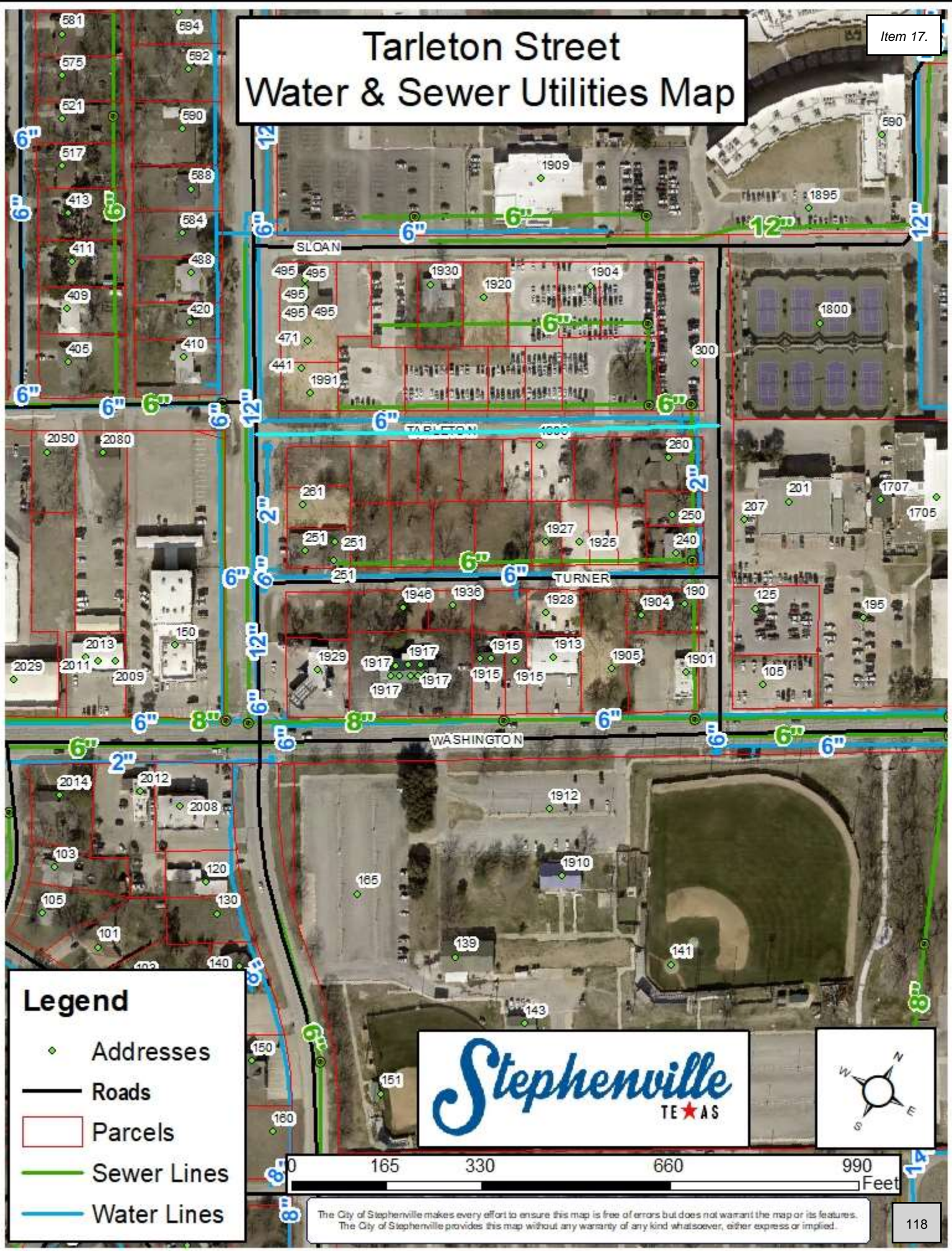
**Future Use**

- Ag/Open Space
- Office/Neighbor\_Bus
- Commercial
- Cent Business Dist
- City/Tarleton/SISD
- Downtown
- Industrial
- Planned Development
- Single Family
- 1\_2 Family
- Multi-Fam/Resident
- Duplex/Townhome
- Manufact Homes



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# Tarleton Street Water & Sewer Utilities Map



**Legend**

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



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## Tarleton Street Address List

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000032899	1919 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032898	1917 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032020	250 ST FELIX AVE	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032022	1925 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032023	1927 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032031	1950 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032032	1940 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032035	1908 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032903	1923 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032902	1921 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032025	1931 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032026	1941 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032027	1951 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032029	261 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032030	271 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032034	1910 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032033	1930 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032036	1906 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032037	1904 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032911	1991 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032907	471 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032024	1929 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032895	1915 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032896	1906 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032021	1921 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032897	1902 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032901	1910 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032900	1920 SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032906	1930 SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032905	1940 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032904	1989 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000074175	0 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032013	1701 W WASHINGTON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032893	201 ST FELIX AVE	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000031936	420 HARBIN DR	BORGES JOSEPH JOAQUIN	PO BOX 1201	STEPHENVILLE	TX	76401
R000077048	0 N HARBIN DR	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000032019	240 ST FELIX AVE	COATS JIM & PATSY	1187 AZALEA LN	STEPHENVILLE	TX	76401-0000
R000031937	410 N HARBIN DR	GALLAGHER JERRY VON JR& CARRIE GALLAGHER	4209 CR 826	ANNA	TX	75409
R000032038	260 ST FELIX AVE	HOWARD DON & OLA FAYE	5441 S US377	STEPHENVILLE	TX	76401-9628
R000032028	251 N HARBIN DR	KINCANNON DAVID	PO BOX 36	STEPHENVILLE	TX	76401
R000030321	150 N HARBIN DR	STEPHENVILLE INTERBANK	PO BOX 1157	STEPHENVILLE	TX	76401

# STAFF REPORT

**SUBJECT:** Case No.: AS2022-004  
Abandonment of Turner Street from Harbin Drive to Saint Felix Street

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

## RECOMMENDATION:

The Planning and Zoning Commission convened on March 16, 2022, and by a vote of 4/3, recommended the City Council terminate the initiated action for street abandonment.

## BACKGROUND:

The City has previously abandoned streets near and through Tarleton State University when the University was acquiring private property in order to expand campus improvements. The University is currently in the process of buying private property along Turner Street from Harbin Drive to Saint Felix Street.

Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative. Council initiated such action at the regular business meeting on February 1, 2022. Such action requires review by the Planning and Zoning Commission via public hearing and a recommendation to council for final approval. The applicable sections of the city code are as follows:

### ARTICLE IV. - CLOSING STREETS AND ALLEYS

Sec. 95.50. - Reference to transportation code.

Provisions for the closing of streets and alleys are granted by the V.T.C.A. Transp. Code § 311.07. The procedures and regulations set out herein are consistent with the requirements of the Code and set out regulations to be followed in the closing of streets and alleys.  
(Ord. 2015-11, passed 7-7-2015)

Sec. 95.51. - Public hearing generally.

The City Council, on its own initiative, may call a public hearing to determine whether or not any street or alley in the city, or any portion thereof, should be closed or abandoned as a public thoroughfare.  
(Ord. 2015-11, passed 7-7-2015)

Sec. 95.54. - Recommendation of the planning and zoning commission.

Before City Council may take final action to adopt any ordinance to close a street or alley the Planning and Zoning Commission shall review the request from the point of view of impact on future traffic circulation in the city and shall make a recommendation on such matters to the City Council. The Planning and Zoning Commission shall be required to conduct a public hearing. (Ord. 2015-11, passed 7-7-2015)



**DEPARTMENTAL COMMENTS:****Public Works Department**

Existing sewer main to be abandoned to private ownership

Existing potable main to be abandoned to private ownership with physical disconnection or meter installation

**Development Services**

No additional comments.

**Police Department**

No additional comments.

**Fire Department**

No additional comments.

**ESTIMATE OF VALUE:****ARTICLE IV. - CLOSING STREETS AND ALLEYS****Sec. 95.56. - Appraisal of real property required.**

- A. Within 90 days after the City Council public hearing and Planning and Zoning Commission recommendation, but before City Council final action, the petitioner shall provide an appraisal by a certified appraiser of real property. The cost of the appraisal is to be paid in full by the petitioner. Upon written application by the petitioner stating the need therefor, this time period may be extended by the City Administrator. Such extension shall be in writing.
- B. As an alternative to the above, the petitioner may elect, in writing, to utilize the average appraised values of the land immediately adjacent to the street or alley to be closed as shown on the most recent approved municipal tax roll. Such average value shall be calculated by city staff.
- C. If the requested closure is approved by City Council, the actual selling price shall be determined solely by the City Council, but in no case shall the selling price be less than the appraised value as determined under this section.

(Ord. 2015-11, passed 7-7-2015)

**ADVANTAGES:**

An advantage to closing Turner Street from Harbin Drive to Saint Felix Street include the transfer of maintenance of the pavement and the sanitary sewer utility that provide benefit to a sole customer.

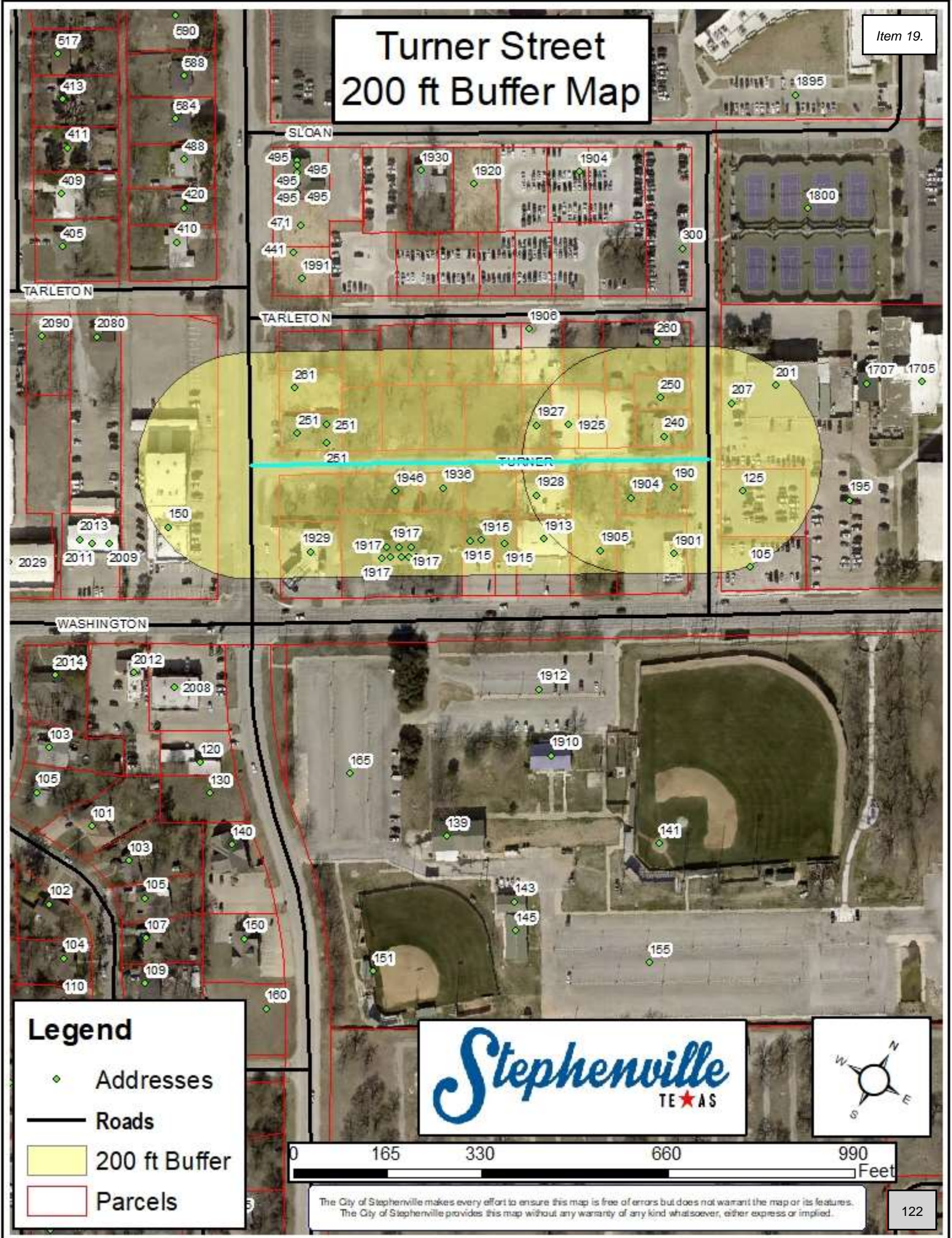
**DISADVANTAGES:**

No disadvantages have been identified at this time.

**ALTERNATIVES:**

- 1) Reject the recommendation and proceed with the initiated action to abandon the street.
- 2) Accept the recommendation and terminate the initiated action to abandon the street.

# Turner Street 200 ft Buffer Map



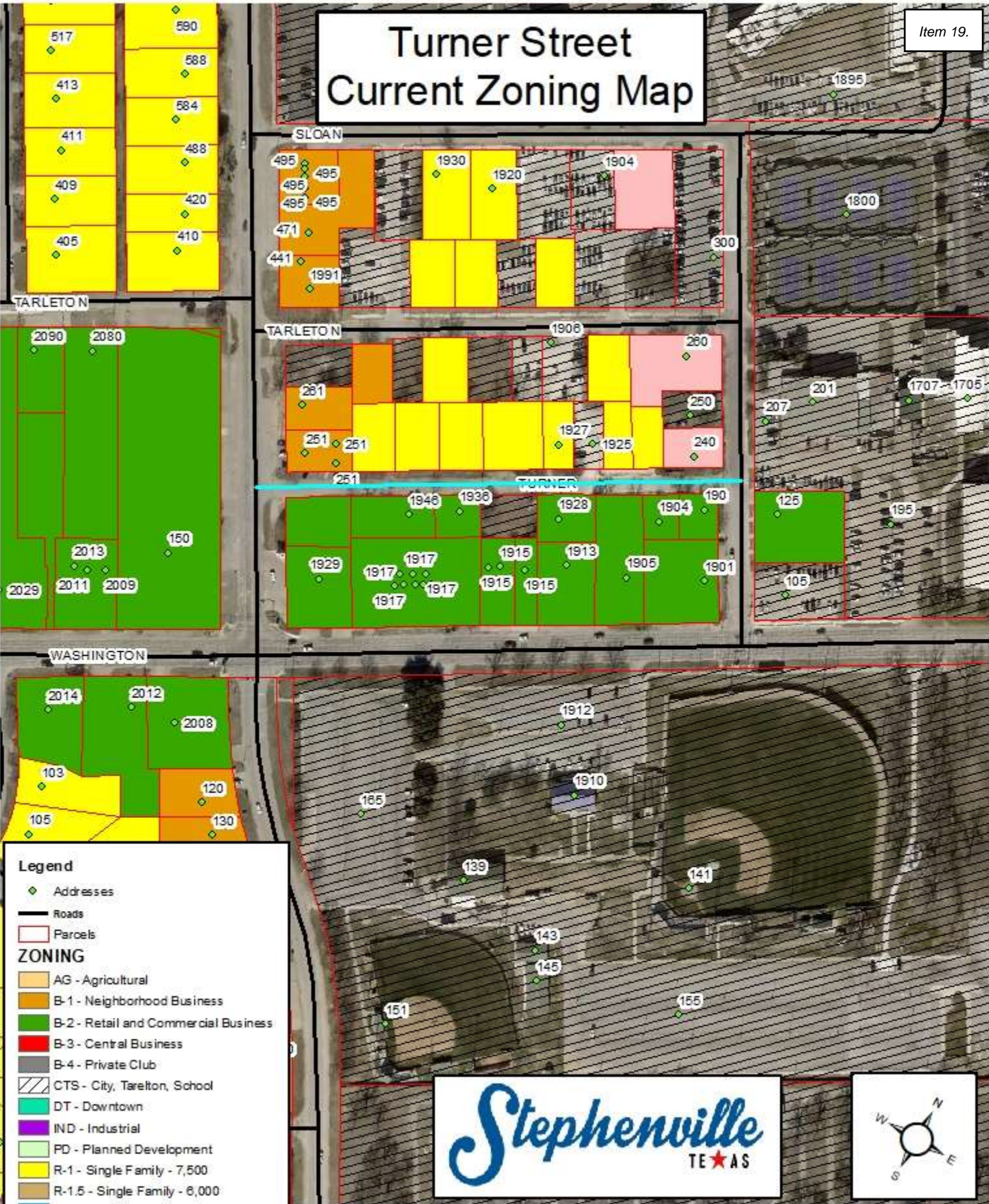
**Legend**

- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



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# Turner Street Current Zoning Map



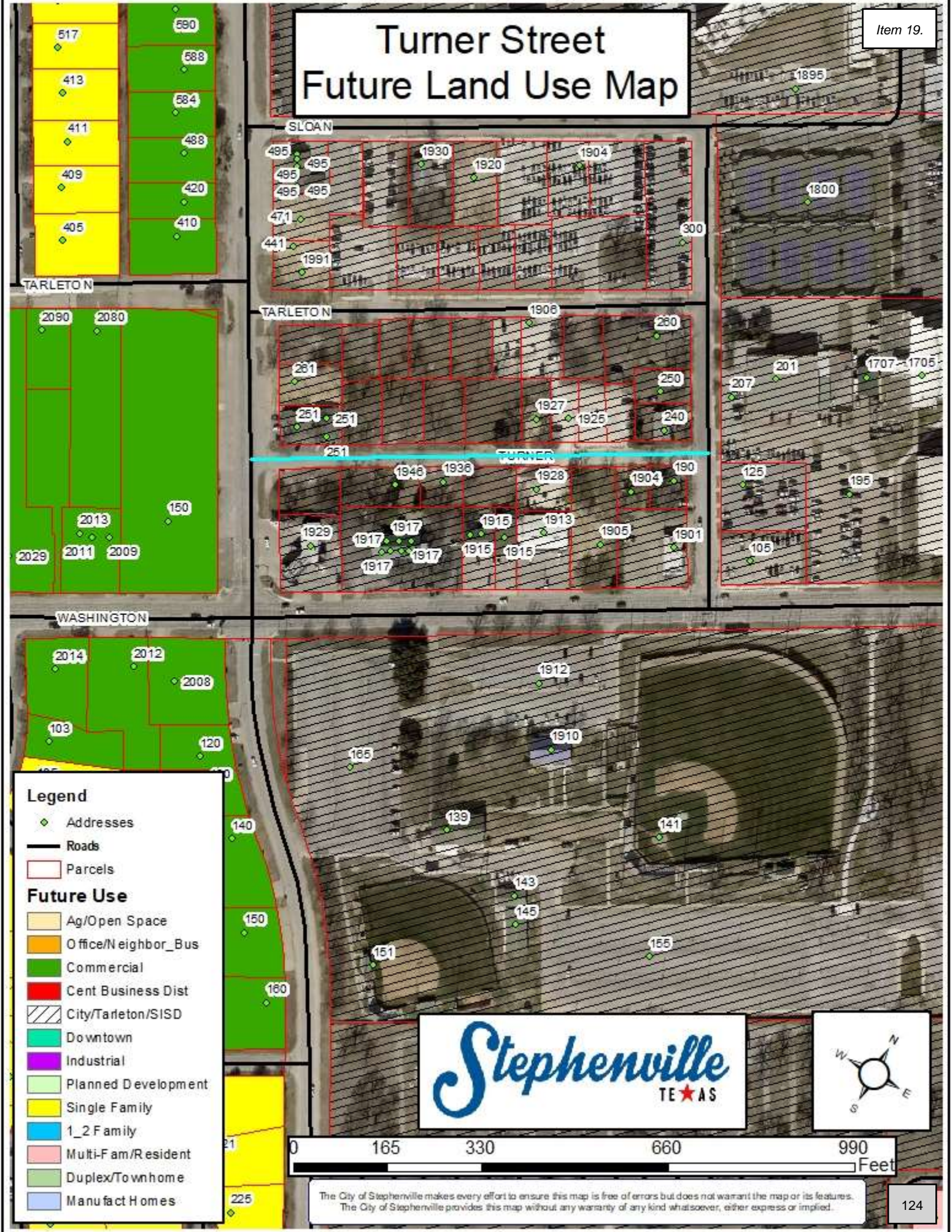
### Legend

- ◆ Addresses
- Roads
- ▭ Parcels
- ZONING**
- AG - Agricultural
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- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTS - City, Tareyton, 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



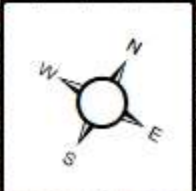
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# Turner Street Future Land Use Map



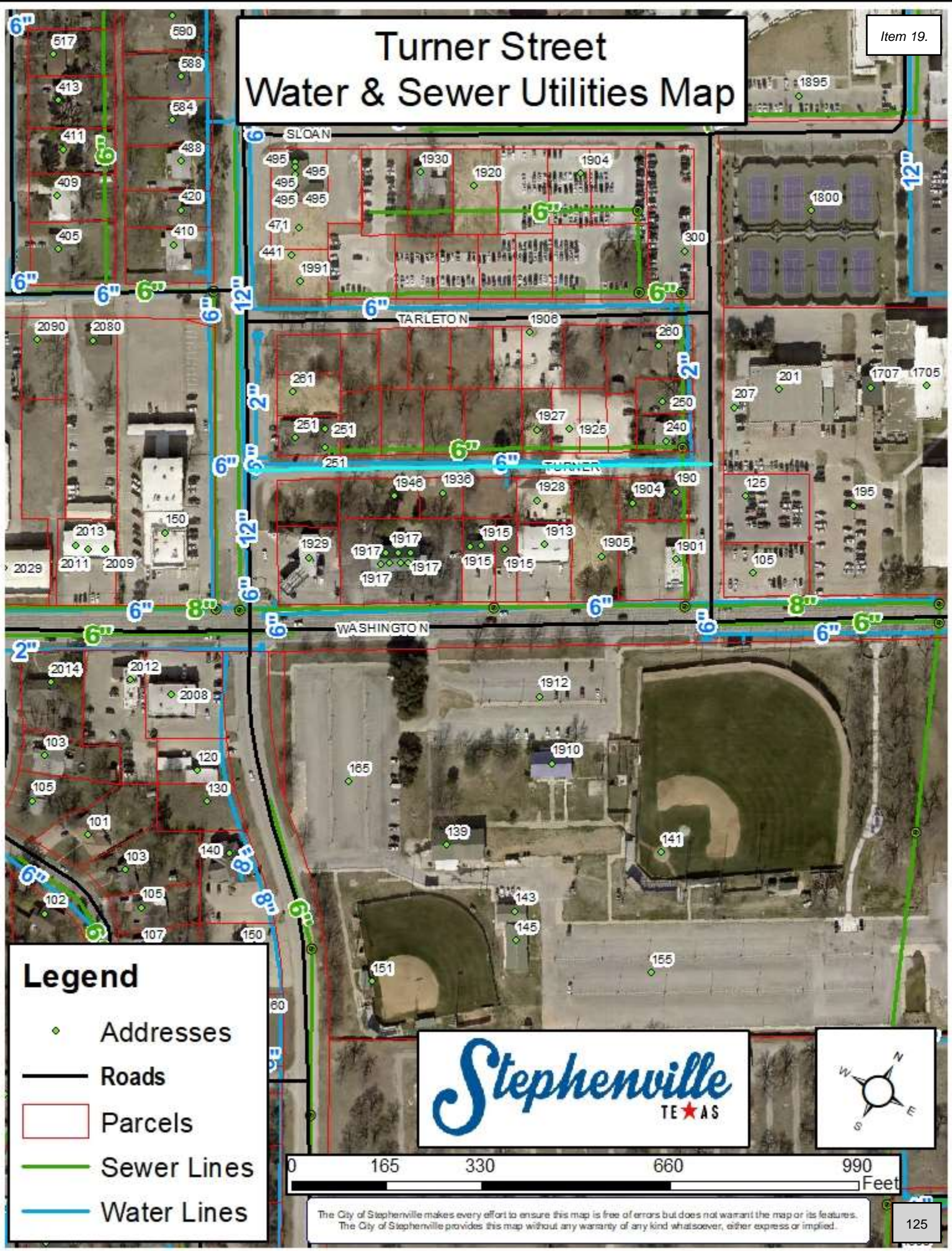
### Legend

- ◆ Addresses
- Roads
- ▭ Parcels
- Future Use**
- Ag/Open Space
- Office/Neighbor\_Bus
- Commercial
- Cent Business Dist
- City/Tarleton/SISD
- Downtown
- Industrial
- Planned Development
- Single Family
- 1\_2 Family
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- Manufact Homes



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# Turner Street Water & Sewer Utilities Map



**Legend**

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



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## Turner Street Address List

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000032039	1901 W WASHINGTON	BACHUS JAMES O FAMILY TRUST	PO BOX 552	STEPHENVILLE	TX	76401
R000032047	1936 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032050	1904 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032020	250 ST FELIX AVE	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032022	1925 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032023	1927 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032031	1950 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032032	1940 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032035	1908 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032025	1931 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032026	1941 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032027	1951 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032029	261 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032030	271 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032034	1910 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032033	1930 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032036	1906 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032037	1904 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032048	1930 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032049	1928 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032045	191 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032024	1929 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032046	1946 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032021	1921 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032040	1905 W WASHINGTON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032018	0 N SAINT FELIX AVE	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000074175	0 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000050736	125 N SAINT FELIX	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032041	1913 W WASHINGTON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032013	1701 W WASHINGTON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032019	240 ST FELIX AVE	COATS JIM & PATSY	1187 AZALEA LN	STEPHENVILLE	TX	76401-0000
R000032038	260 ST FELIX AVE	HOWARD DON & OLA FAYE	5441 S US377	STEPHENVILLE	TX	76401-9628
R000032051	190 ST FELIX AVE	IVORY CHARLES B & LAURA A	6455 RIDGELEA CREST DR	FORT WORTH	TX	76116
R000032028	251 N HARBIN DR	KINCANNON DAVID	PO BOX 36	STEPHENVILLE	TX	76401
R000032044	1929 W WASHINGTON	RARA LLC	355 W OAK APT 4	STEPHENVILLE	TX	76401
R000030321	150 N HARBIN DR	STEPHENVILLE INTERBANK	PO BOX 1157	STEPHENVILLE	TX	76401
R000032043	1917 W WASHINGTON	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000076230	1915 W WASHINGTON	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000032042	1915 W WASHINGTON	STEPHENVILLE RENTALS LLC ET AL	181 S GRAHAM	STEPHENVILLE	TX	76401

# STAFF REPORT

**SUBJECT:** Case No.: AS2022-005  
Abandonment of Saint Felix Street from W. Washington Street to Sloan Street

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen, Director of Development Services

## RECOMMENDATION:

The Planning and Zoning Commission convened on March 16, 2022, and by a vote of 4/3, recommended the City Council terminate the initiated action to abandon the street.

## BACKGROUND:

The City has previously abandoned streets near and through Tarleton State University when the University was acquiring private property in order to expand campus improvements. The University is currently in the process of buying private property along Saint Felix Street from W. Washington Street to Sloan Street.

Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative. Council initiated such action at the regular business meeting on February 1, 2022. Such action requires review by the Planning and Zoning Commission via public hearing and a recommendation to council for final approval. The applicable sections of the city code are as follows:

### ARTICLE IV. - CLOSING STREETS AND ALLEYS

Sec. 95.50. - Reference to transportation code.

Provisions for the closing of streets and alleys are granted by the V.T.C.A. Transp. Code § 311.07. The procedures and regulations set out herein are consistent with the requirements of the Code and set out regulations to be followed in the closing of streets and alleys.  
(Ord. 2015-11, passed 7-7-2015)

Sec. 95.51. - Public hearing generally.

The City Council, on its own initiative, may call a public hearing to determine whether or not any street or alley in the city, or any portion thereof, should be closed or abandoned as a public thoroughfare.  
(Ord. 2015-11, passed 7-7-2015)

Sec. 95.54. - Recommendation of the planning and zoning commission.

Before City Council may take final action to adopt any ordinance to close a street or alley the Planning and Zoning Commission shall review the request from the point of view of impact on future traffic circulation in the city and shall make a recommendation on such matters to the City Council. The Planning and Zoning Commission shall be required to conduct a public hearing. (Ord. 2015-11, passed 7-7-2015)

**DEPARTMENTAL COMMENTS:****Public Works Department**

- Retain easement for proposed stormwater drainage line
- Existing sewer main to be abandoned to private ownership
- Existing potable main to be abandoned to private ownership with physical disconnection or meter installation

**Development Services**

No additional comments.

**Police Department**

No additional comments.

**Fire Department**

No additional comments.

**ESTIMATE OF VALUE:****ARTICLE IV. - CLOSING STREETS AND ALLEYS****Sec. 95.56. - Appraisal of real property required.**

- A. Within 90 days after the City Council public hearing and Planning and Zoning Commission recommendation, but before City Council final action, the petitioner shall provide an appraisal by a certified appraiser of real property. The cost of the appraisal is to be paid in full by the petitioner. Upon written application by the petitioner stating the need therefor, this time period may be extended by the City Administrator. Such extension shall be in writing.
- B. As an alternative to the above, the petitioner may elect, in writing, to utilize the average appraised values of the land immediately adjacent to the street or alley to be closed as shown on the most recent approved municipal tax roll. Such average value shall be calculated by city staff.
- C. If the requested closure is approved by City Council, the actual selling price shall be determined solely by the City Council, but in no case shall the selling price be less than the appraised value as determined under this section.

(Ord. 2015-11, passed 7-7-2015)

**ADVANTAGES:**

An advantage to closing Saint Felix Street from W. Washington Street to Sloan Street include the transfer of maintenance of the pavement and the sanitary sewer utility that provide benefit to a sole customer.

**DISADVANTAGES:**

No disadvantages have been identified at this time.

**ALTERNATIVES:**

- 1) Reject the recommendation and proceed with the initiated action to abandon the street.
- 2) Accept the recommendation and terminate the initiated action to abandon the street.

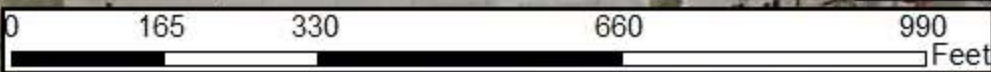


# St. Felix Ave 200 ft Buffer



## Legend

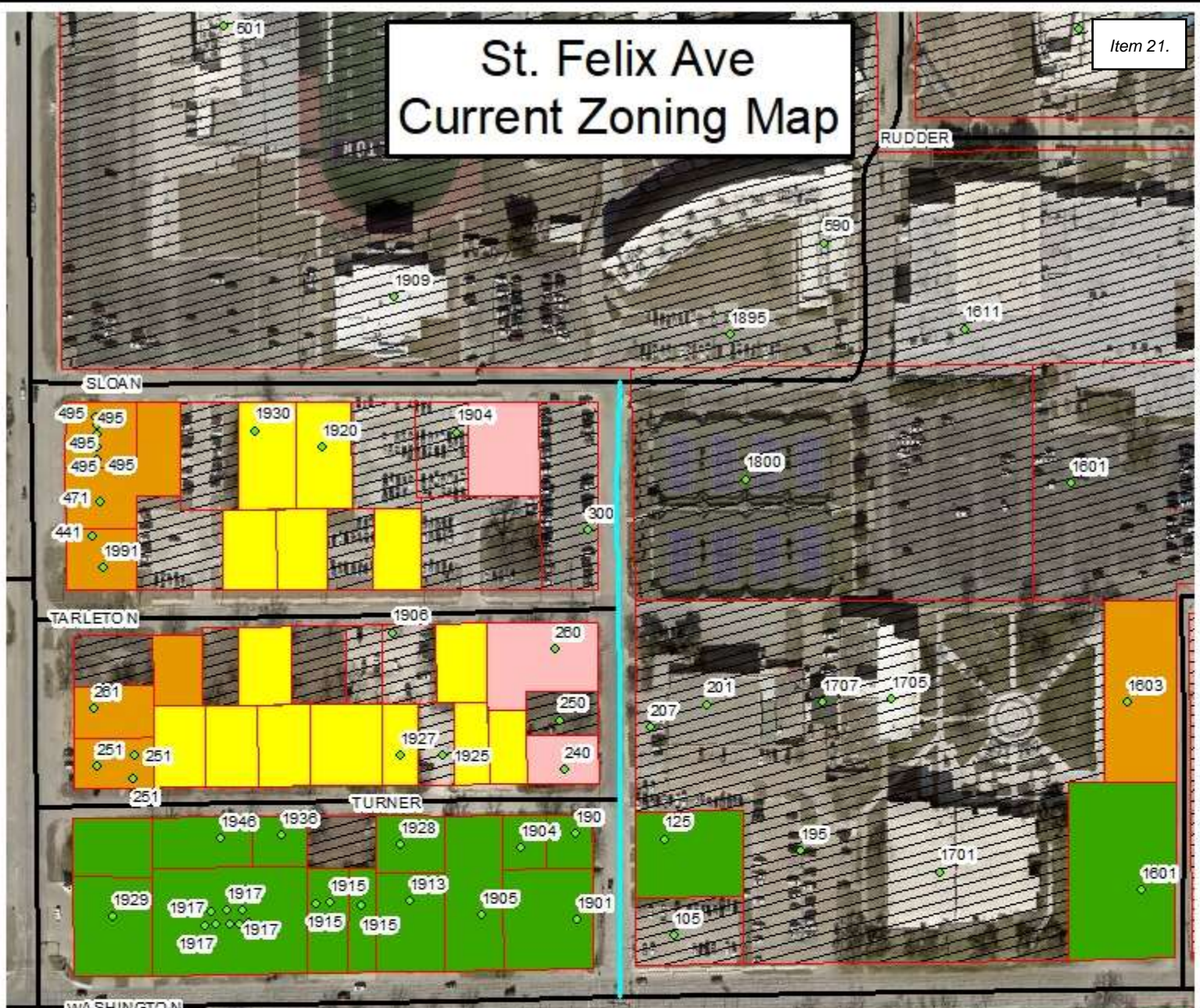
- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



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 express or implied.

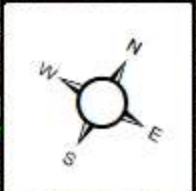
# St. Felix Ave Current Zoning Map

Item 21.



### Legend

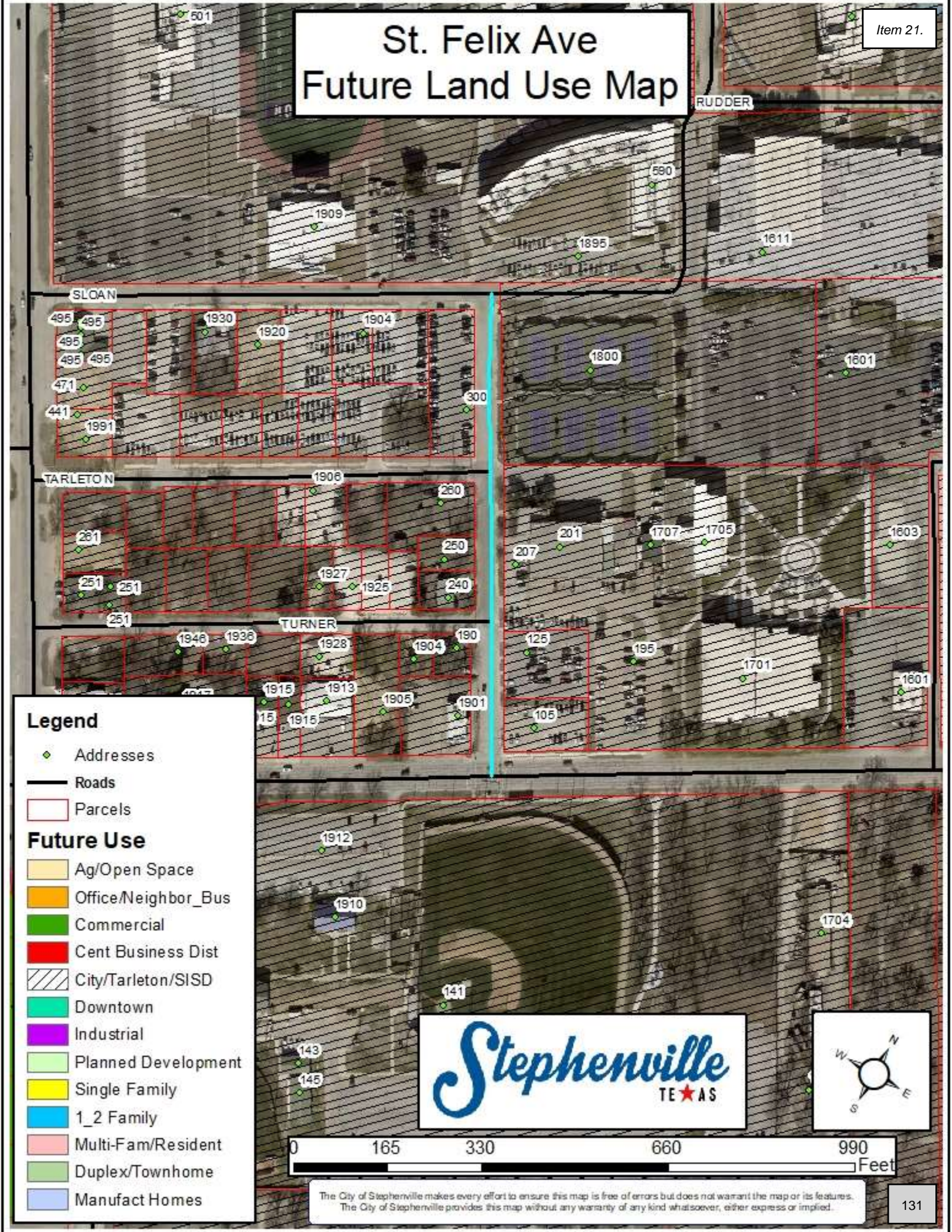
- ◆ Addresses
  - Roads
  - Parcels
- ### ZONING
- AG - Agricultural
  - B-1 - Neighborhood Business
  - B-2 - Retail and Commercial Business
  - B-3 - Central Business
  - B-4 - Private Club
  - CTS - City, Tareilton, School
  - DT - Downtown
  - IND - Industrial
  - PD - Planned Development
  - R-1 - 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



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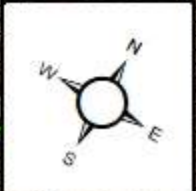
# St. Felix Ave Future Land Use Map

Item 21.



## Legend

- ◆ Addresses
  - Roads
  - Parcels
- ### Future Use
- Ag/Open Space
  - Office/Neighbor\_Bus
  - Commercial
  - Cent Business Dist
  - City/Tarleton/SISD
  - Downtown
  - Industrial
  - Planned Development
  - Single Family
  - 1\_2 Family
  - Multi-Fam/Resident
  - Duplex/Townhome
  - Manufact Homes



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# St. Felix Ave Water & Sewer Utilities Map



**Legend**

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



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 express or implied.

## St. Felix Ave Address List

PRCEL ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000032039	1901 W WASHINGTON	BACHUS JAMES O FAMILY TRUST	PO BOX 552	STEPHENVILLE	TX	76401
R000032050	1904 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032020	250 ST FELIX AVE	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032037	1904 TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032895	1915 W TARLETON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032021	1921 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032897	1902 W SLOAN	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032040	1905 W WASHINGTON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032018	0 N SAINT FELIX AVE	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000060731	0 N HARBIN DR	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000074175	0 TURNER	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000050736	125 N SAINT FELIX	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032013	1701 W WASHINGTON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032893	201 ST FELIX AVE	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000033482	1500 W WASHINGTON	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000032019	240 ST FELIX AVE	COATS JIM & PATSY	1187 AZALEA LN	STEPHENVILLE	TX	76401-0000
R000032038	260 ST FELIX AVE	HOWARD DON & OLA FAYE	5441 S US377	STEPHENVILLE	TX	76401-9628
R000032051	190 ST FELIX AVE	IVORY CHARLES B & LAURA A	6455 RIDGELEA CREST DR	FORT WORTH	TX	76116



## COMMITTEE REPORT

**REPORT TYPE:** Parks and Leisure Services Committee Report

**MEETING:** March 15, 2022

**Present:** Daron Trussell, Chair; Justin Haschke, Alan Nix, Ricky Thurman

**Absent:**

**DEPARTMENT:** Parks and Leisure Services

**STAFF CONTACT:** Kelli Votypka- Director

### Proposed Ordinance – Chapter 97 Municipal Parks, Facilities, and Cemeteries

Staff presented to Committee on February 15, 2022 a proposal for a new ordinance; Chapter 97 for parks and facility rules and regulations. It was also presented to amend existing Ordinance Section 90.10 to allow dogs at special events in City Park.

A motion was made to approve Ordinance Section 90.10 as amended and approve Ordinance Chapter 97 as presented except for section 97.13, alcohol which will be reviewed at the March 15, 2022 committee meeting.

Staff presented to Committee on March 15, 2022 the revised language for section 97.13 that reads; Alcoholic beverages are not allowed inside designated youth and adults sports, fields, Splashville, Rec Hall, or Senior Citizen Center except when approved by the Director of Parks and Leisure Services.

Staff presented to Committee the removal of section 97.46 Prohibitions at Cemetery due to duplicate language when purchasing a plot.

In Section 97.12 (E) the words “discharge firearms” is recommended to be removed along with Section 97.12 (F). Staff is recommending to amend section 97.12 (E) and 97.12(F)

Staff is recommending for full council support on the proposed Ordinance- Chapter 97 Municipal Parks, Facilities and Cemeteries as presented.

**ORDINANCE NO. 2022-O-XX****AN ORDINANCE OF THE CITY OF STEPHENVILLE CREATING CHAPTER 97 OF THE CITY OF STEPHENVILLE CODE OF ORDINANCES TO BE TITLED “MUNICIPAL PARKS, FACILITIES, AND CEMETERIES” AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Parks and Leisure Services Department worked with the Parks and Recreation Advisory Board to present for consideration rules and regulations to ensure the enjoyment and safety of all city parks, facilities, and cemeteries; and

WHEREAS, the City Council of the City of Stephenville wishes to formally establish rules and regulations for the operation and use of city parkland, facilities, and cemeteries.

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

**SECTION 1.**

The Code of Ordinances of the City of Stephenville is hereby amended by the addition of the following:

**TITLE 9 - GENERAL REGULATIONS  
CHAPTER 97 - MUNICIPAL PARKS, FACILITIES, AND CEMETERIES**

**ARTICLE I – GENERAL PROVISIONS****Sec. 97.01 Definitions**

For the purposes of this chapter, the following words, terms, and phrases shall have the meaning ascribed to them except where the context clearly indicates a different meaning:

*City Parks.* All parks inside the limits of the City of Stephenville that have been dedicated to the public, or leased by the City of Stephenville, including all such parks that are subsequently annexed into the city’s corporate limits. This includes both developed and undeveloped lands.

*Bosque River Trail.* Walking and biking trail system located along the Bosque River.

*Splashville.* City-owned waterpark.

*Recreation Facilities.* City-owned facilities such as pavilions, Recreation Center, Senior Center, gazebos, etc.

*Municipal Cemeteries.* West End Cemetery, East Memorial Cemetery, and Mount Olive Cemetery.

*Department.* The City of Stephenville Parks and Leisure Services Department.

*Director.* The Director of the Parks and Leisure Services Department or his/her designee.

*Cemetery Supervisor.* Person assigned to oversee the operations of all municipal cemeteries.

*Parks and Recreation Advisory Board.* An advisory board, appointed by the City Council, to advise the Council on policy matters affecting the city’s parks and recreation facilities.

*Community Event.* An event in the City that is open to the public in general and that enjoys widespread support from the citizens of Stephenville and surrounding areas.

*Special Event.* Any community event requiring a permit or involving a road closure, sale of goods or services, or charging of admissions.

*Commercial Activity* –An event held by any person, group, or organization, that makes or attempts to make profit, vend a service or product, receive money, or obtain goods or services as compensation from participants in activities occurring on public parkland owned and operated by the City of Stephenville, to include nonprofit training or fundraising activities, outdoor revenue generating programs, and educational groups that receive money from participants.

1. *Fundraising Activity* – a program created to seek financial support for a charity, institution, or other enterprise.
2. *Indoor/Outdoor Revenue Generating Program-* Activities/events held three or more times a month that charge a fee to generate revenue. (Ex. Sports association, Exercise training programs, etc.)
3. *Educational Program-* Program or activity to enrich educational opportunities. Can be fee based or free of charge to participants.
4. *Sports Associations, Organizations or Foundations* – any outside organized non-profit sports program not operated and staffed by the City of Stephenville.

*Commercial Use Permit* – written authorization from the Parks and Leisure Services Director to the applicant conducting organized educational/leisure classes at designated park sites that charge a fee to participants who desire to attend or participate in the commercial activity whether it is for profit or fundraising.

*Sections 97.02 - 97.09 Reserved for future use*

## **ARTICLE II. PARKS**

### **Section 97.10 Public Park Hours of Operation**

- (A) All public parks owned, leased, and/or managed by the city shall be closed between the hours of 11:00 p.m. and 5:00 a.m. It shall be unlawful for any person or persons to remain or be found in any area or facility outside of the designated hours that said area or facility is open to the public.
- (B) This section shall not apply to the following parks and recreation sponsored/sanctioned functions:
  1. Parks and recreation community events, sanctioned athletic events, leagues or tournaments.
  2. Any activity properly permitted through the office of the Director of Parks and Leisure Services.
  3. Permitted camping at City of Stephenville RV Park.



### Section 97.11 Applicability of Local, State, and Federal Laws

- (A) All terms and provisions of the Texas Water Safety Act shall be applicable to Stephenville City Park, the Bosque River Trail, and, where applicable, to other parkland owned or leased by the City of Stephenville.
- (B) All rules and regulations promulgated by the Texas Parks and Wildlife Department pursuant to the Texas Water Safety Act shall be applicable to Stephenville City Park, the Bosque River Trail, and, where applicable, to parkland owned or leased by the City of Stephenville.
- (C) All applicable rules and regulations of the U.S. Army Corps of Engineers including Title 35, Code of Federal Regulations Chapter 111, Part 327, and any amendments or revisions thereto shall be applicable to all parklands owned or leased by the City of Stephenville.

### Section 97.12 General Regulations

- (A) Children under ten (10) years of age must be accompanied by a parent, legal guardian, or person over the age of eighteen (18) years who is in a designated role of responsible care while using municipal parks or facilities.
- (B) Overnight camping in the City RV Park by persons under eighteen (18) years of age may not occur unless the individual is accompanied by parent, legal guardian, or as part of an approved, permitted group.
- (C) No person shall modify the natural conditions of topography and terrain of parkland owned by the City of Stephenville by excavating, filling, dredging, or any other means unless the city has issued a license authorizing such modification.
- (D) The city shall have the right to revoke, suspend, or refuse to reissue the permit of any individual upon the violation of rules, contract terms, regulations, standards or ordinances of the city, United States, State of Texas, or other local government entity.
- (E) No person in any park shall operate a motor-driven model airplane or drone, shoot a bow and arrow, or hit golf balls except in an area designated for that purpose by the director.

### Section 97.13 Vehicle and traffic laws

- (A) **Traffic Regulations.** All applicable state and local vehicle and traffic laws and ordinances shall be in full force and effect in all parks.
- (B) **Speed Limit.** The speed limit in all parkland shall not exceed 10 MPH.
- (C) **Direction of traffic.** All law enforcement officers shall have the authority to limit traffic as needed in any park in order to control pedestrian and vehicular movement and park capacity in accordance with the provisions of this chapter or any other applicable laws and ordinances.
- (D) **Special provisions applicable to motorcycles, motor scooters and minibikes.** The director may, in reasonable discretion and through park rules and regulations, set aside or designate areas, paths,

trails, or roads in a park where operating motorcycles, motor scooters, and minibikes shall be allowed. Motorcycles, motor scooters, and minibikes are prohibited on the Bosque River Trail.

**(E) Operating or parking vehicles**

- a. No person shall operate or park a vehicle over, through, or on any park ground except along or upon park roadways and designated parking areas as set forth in park rules and regulations.
- b. No person shall operate a non-city vehicle on city parkland between the hours of 11:00 p.m. and 5:00 a.m. except for emergency or law enforcement purposes or in conjunction with special activities permitted by the director.
- c. No person shall park or place an inoperable motor vehicle or allow an inoperable motor vehicle to remain on city parkland for a period of more than twenty-four (24) continuous hours. Violators will be towed at owner's expense.

**Section 97.14 Buildings and Other Property**

No person, in any city park, shall do or cause to be done any of the following without first obtaining a permit from the director:

- (A) Mark, deface, injure, displace, remove, or tamper with any park property or any park grounds.
- (B) Construct or erect any building or structure of any kind, whether permanent or temporary.
- (C) Store or stockpile any equipment, material, or product on park property, or within any structure or compound located in a park.
- (D) Cut, gather, or remove trees or parts of trees from any park without written approval of the director.
- (E) Construct, place, or operate any pier, bulkhead, wharf, boathouse, dock, barge, building, boat ship, boat stall, fixture, or other structure or facility of any kind or character upon, in, or over the portion of the Stephenville City Park and Bosque River Trail where river water is present, or other applicable parkland, unless a permit or other appropriate written agreement has been issued by the director.
- (F) Construct or place any structure, including, but not limited to, roads, trails, signs, or landscape features, of any kind under, upon, in, or over any parkland owned or leased by the City, unless a permit or other appropriate written agreement has been issued by the director.
- (G) Items (E) and (F) above shall not apply to bulkheads, rip rap or soil conservation measures, or other facilities constructed by or on behalf of the city or USACOE (United States Army Corps of Engineers)

**Section 97.15 Sanitation**

No person in any park or facility shall:

- (A) Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, stream or other body of water in or adjacent to any park, any substance, matter of thing, liquid or solid, which will or may result in the pollution of said waters.

- (B) Dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse, or other trash.
- (C) Spill, pump, or otherwise discharge contaminants, pollutants, or other wastes, including, but not limited to, human or animal waste, petroleum, industrial or commercial products or by-products.
- (D) The owners and/or operators of all commercial ventures and operations shall provide on-site facilities satisfactory to the city for the collection of all trash, rubbish, and other forms of waste.

#### **Section 97.16 Swimming**

No person in any park, with the exception of Splashville, shall:

- (A) Swim, bathe, or wade in any water or waterway in or adjacent to any park, except in designated areas in accordance with the terms of this chapter and the regulations.
- (B) Swim, bathe, or wade except during those hours established for such activities.
- (C) Dive or jump from bridges or other structures which cross park waters or Bosque River Trail.

#### **Section 97.17 Boating**

- (A) No person shall bring into or operate any vessel upon any park waters.
- (B) The use of waters considered to be state waters that lay within or adjacent to city parks shall be subject to the Texas Water Safety Act, Texas Parks and Wild. Code Ann. §§ 31.001-31.142.
- (C) No person shall leave any private vessel unattended on city parkland, the Bosque River Trail, or in the portion of the Bosque River regulated by the city.

#### **Section 97.18 Camping**

- (A) No person shall camp overnight in a park or on the Bosque River Trail without first obtaining written permission from the director or his/her designee. Camping will only be allowed in designated areas.
- (B) Campers, picnickers, and all other persons shall keep their sites free of trash and litter during the period of occupancy and shall remove all personal equipment and clean their sites upon departure.
- (C) No person shall place camping equipment or other items on a campsite, nor physically occupy a campsite-overnight without payment of appropriate fees. No person shall place another person, equipment, or other items at a campsite for the purpose of reserving a campsite for future occupancy.
- (D) No person shall alter any campsite, dig or level any ground, nor construct any structure without written permission from the director.

#### **Section 97.19 Fires**

No person in any City Park or parkland shall:

- (A) Start or maintain any outdoor fire except for cooking fires. Such fires shall be started and maintained only in a stove, fireplace, barbecue pit, fire ring, or portable camp stove.
- (B) Leave any fire started or maintained unattended without first completely extinguishing the fire.
- (C) Gather or remove firewood for use on or removal from any park.
- (D) Burn any material that produces toxic fumes, including but not limited to tires, plastic, or treated wood products.
- (E) Carry onto or store gasoline or other fuels, except that which is contained in storage tanks of vehicles, vessels, camping equipment, or hand portable containers designed for such purpose.

### **Section 97.20 Animals.**

#### **(A) General Regulations**

1. No person shall abandon any animal in any park.
2. Dogs are not allowed on playing fields or spectator areas of athletic fields. Dogs specially trained to assist the disabled may be on the fields to assist their owner during programs designed for the disabled.
3. Animals and pets, except properly trained animals assisting the disabled, are prohibited in sanitary facilities such as restrooms or locker rooms.
4. Persons bringing or allowing pets in parks areas shall be responsible for proper removal and disposal of waste produced by those animals.
5. All animals and pets are prohibited in Splashville, except at special events permitted by the Director.
6. Riding horses or other animals is only allowed in areas, or on paths or trails designated by park rules and regulations. Any animal ridden in a park shall be properly restrained, ridden with due care, and shall not be allowed to go unattended. Horses, ponies, donkeys, or mules shall have successfully passed a Coggins test prior to using any park areas, paths or trails.
7. No person shall bring or allow wild or domestic animals, reptiles, bird, fish, horses, cattle or other livestock on parkland owned or leased by the City of Stephenville except in areas designated by the director.
8. Ranging, grazing, watering, or allowing livestock on parkland owned by the City of Stephenville is prohibited except when authorized by lease or license.
9. No person shall, without first obtaining permission from the director:
  - i. Capture, attempt to capture, hunt, molest, injure, trap or administer or set out any trap or harmful substance for any wild or domestic animal, reptile or bird; or

ii. Remove or have in possession the young, eggs, or nest of any animal, reptile, or bird.

(B) Animals prohibited in parks during activities

1. Animals, except for dogs, are prohibited in any of the parks located within the city limits during any organized special event.
2. For purposes of this section, an organized activity includes any city-sponsored activity or event, including, but not limited to, festivals, shows, or athletic events.
3. Exceptions to
  - a. Display of animals for viewing, petting zoos, or similar activities is allowed with the permission of the director.
  - b. Canine assistance for the disabled.

**Section 97.21 Merchandising, Advertising, Signs, Commercial Use**

No person in any park shall:

- (A) Expose or offer for sale or hire any article, thing, or service, nor station or place any stand, cart, or vehicle for the transportation, sale, or display of any article, thing, or service unless written permission has been obtained from the director.
- (B) Announce, advertise, or call the public's attention in any way to any article, thing, or service for sale or hire unless written permission has been obtained from the director.
- (C) Paste, glue, tack, or otherwise place any sign, placard, advertisement, or inscription on park property, nor erect or cause to be erected any sign on any public lands, highways, or roads adjacent to a park, unless written permission has been obtained from the director.
- (D) Provide and/or sell any food- or drink-based product to the public for free or for a fee without the provider and/or dispenser obtaining written permission from the director and having obtained all applicable health code licenses and permits.
- (E) Construct, operate, or otherwise engage in any retail or wholesale sales or commercial operation unless the city has granted a license and/or sublease for such operation.
- (F) Commercial use of public parkland is not authorized without approval from the City of Stephenville. Individuals or entities engaged with the provision and sale of goods and/or services on City of Stephenville parkland will be required to provide all necessary documentation provided by the Parks and Recreation division of the Parks and Leisure Services Department. Upon the completion of all required documentation, it is the City of Stephenville's sole discretion to approve or deny the application.
- (G) Exceptions: Any exceptions to the requirements of this section are authorized only by council approval. Upon approval, the person or organization must show and have all proper insurance and permits pertaining to their event or organization

### Section 97.22 - Interference with users

No person shall:

- (A) Prevent, disturb, or unreasonably interfere with any other persons occupying any area or participating in any lawful activity permitted within any City Park.
- (B) Act in a boisterous, rowdy, disorderly manner or otherwise disturb the peace in any city park.
- (C) Disrobe in public or display public nudity in any city park in accordance with State Law.
- (D) Use or operate rollerblades, skates, scooters, or skateboards in and/or around concession areas, spectator seating, parking lots, and adjacent walkways during athletic events, concerts or special events.
- (E) Make any use of any tobacco product (including e-cigarettes) within one hundred (100) feet of the boundaries of youth athletic fields or concessions facilities, or at organized events.

### Section 97.23 Permits

(A) **Event Permit Required.** In addition to any other provision of this chapter that requires obtaining a permit prior to engaging in a given activity, no person in any City Park shall conduct, operate, present, manage, or take part in any of the following activities unless written permission has been obtained from the director prior to the start of the activity:

1. Any organized sporting event using park ballgame facilities that are designated for permit use only.
2. Any exhibit, dramatic performance, play, motion picture, radio or television broadcast, fair, circus, carnival, musical event, or any similar event.
3. Any public meeting, assembly, parade, ceremony, address, speech, political meeting, or other gathering composed of one hundred (100) or more persons.
4. Any use of any park facility by a group of persons to the exclusion of others.
5. Any use involving amplified sound.
6. Any use involving firearms or guns.
7. Any use of parks and recreation facilities in violation of park hours of operation.

#### (B) Permit application procedure

1. A person seeking the issuance of a permit to conduct an activity in a park shall file an application with the director or his/her designee. The application shall state:
  - a. The name, address and telephone number of the person and organization and its officers applying for the permit.

- i. If the use or activity is to be conducted for, on behalf of, or by any person other than the applicant, the name, address, and telephone number of that person.
  - b. The exact nature of the use or activity for which the permit is being sought.
  - c. The day and hours for which the permit is desired.
  - d. The specific park and portion of the park desired to be used to carry out the proposed use or activity.
  - e. An estimate of the anticipated attendance.
  - f. Any other information that the director finds to be reasonably necessary to determine whether to issue a permit.
2. Applications shall be filed with the director for consideration not less than thirty (30) days or more than three hundred sixty-five (365) days before the date of the proposed use or activity.
3. The director shall evaluate the application and render a decision in accordance with Section C, below.

**(C) Standards for issuance of permit; procedures**

1. A permit for an activity in or use of a park shall be issued unless it is found:
  - a. That the proposed activity or use of the park will unreasonably interfere with or detract from the general public use and enjoyment of the park; or
  - b. That the proposed activity or use of the park will unreasonably interfere with or detract from the public health, safety, or welfare; or
  - c. That the conduct of the proposed activity or use is reasonably likely to result in or create a clear and present danger of violence by the applicant or by others toward persons or property resulting in serious harm to the public; or
  - d. That the requested facilities have been reserved for another activity or use at the day and hour requested in the application; or
  - e. That false or misleading information is contained in the application or required information is omitted; or
  - f. That the event would violate any federal, state, or municipal law; or
  - g. It is found or determined that the requested facility or park is unable to support, through physical space, infrastructure, or other factors, the proposed event or activity.
2. The director may impose reasonable conditions or restrictions on the granting of a permit, including, but not limited to, any of the following:

- a. Restrictions on fires, fireworks, amplified sound, use of alcoholic beverages, dancing, sports, the use of animals, equipment, or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk to the reasonable use and enjoyment of the park property;
  - b. A refundable security deposit for the repair of any damage to Park property and/or the cost of cleanup as set in the city's fee schedule.
  - c. A reasonable fee to defray the cost of furnishing adequate security forces by the city at the proposed use or activity.
  - d. Additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.
3. Within seven (7) days after submission of an application, the director shall apprise an applicant, in writing, of its approval or reasons for refusing a permit.
    - a. Applicants requesting removal of any conditions attached to the issuance of a permit or wishing to appeal a permit refusal shall have the right to appeal the director's decision in writing within six (6) days to the City Manager's Office. The City Manager or his/her designee shall consider the application under the standards set forth in this section and/or other reasons deemed by the City Manager to be detrimental to the use of the public parks. After review, the City Manager will sustain or overrule the director's decision.
  4. An applicant shall be bound by all ordinances fully as though the same were inserted in such person's permit.
  5. The person to whom a permit is issued shall be liable for any loss, damage, or injury to any person or property due to negligence of the person and/or organization to whom the permit was issued.
  6. The director or his/her designee shall have the authority to revoke a permit upon a finding of violation of ordinance, state, or federal law, or upon the violation of any condition or restriction under which the permit was issued.
  7. Permits shall not be transferable without the written consent of the director.

**(D) Posting and Exhibiting Permits**

Permits required by this chapter shall be posted in the area where the activity is conducted or produced and must be shown upon the demand of any law enforcement officer or authorized City Park employee.

**Section 97.24 Closed areas**

Any section or part of any City Park may be declared closed to the public by the director or a law enforcement officer at any time and for any interval of time, either temporarily or at regular, stated intervals (daily or otherwise), either entirely or for certain uses, as the director or law enforcement officer shall find reasonably necessary.



**Section 97.25 Naming parklands, park roads, major improvements, and facilities**

- (A) The Parks and Recreation Advisory Board chairperson shall appoint a committee to be responsible for research, study, and recommendation of proposed names of parks, park roads, major improvements, facilities, or similar.
1. Recommendations for proposed names shall be presented to the Parks and Recreation Advisory Board for approval or disapproval. A resume stating the reason for the recommendation of a name shall be submitted in writing. If the board disapproves the committee's recommendation, the matter may be referred back to the committee for further action.
- (B) The Parks and Recreation Advisory Board's recommendation for naming parklands, park roads, major improvements, or facilities shall be submitted to the city council within sixty (60) days of acquisition, construction, or completion, or at the earliest possible time thereafter. The City Council shall have the final authority for the naming of parklands, park roads, major improvements, or facilities.
- (C) The naming of park roads, major improvements, or facilities shall permit ready identification and/or geographical association by the public. The following guidelines shall be considered:
1. Outstanding and/or predominate physical characteristics of the land.
  2. Financial or real property contributions of fifty percent (50%) or more by individuals or organizations.
  3. Outstanding community leaders, living or deceased.
  4. National, state, or local historical leaders or heroes, both past and present.
  5. Predominant plant materials.
  6. Streams, rivers, lakes, and creeks.
  7. Outstanding environmentalists or parks and recreation notables.
  8. No park site shall be given the same name as an existing school site or public facility except where sites abut one another.
  9. Subdivision names where parklands are adjacent to or lie within the subdivision.
- (D) Proposed names shall be kept confidential by members of the committee until they are presented to the Parks and Recreation Advisory Board, except that the proposed name may be disclosed to the individual or family of the individual that is the subject of the proposed name. An individual or relative of an individual after whom a park or recreation facility is proposed to be named shall be provided the opportunity to oppose such designation.

## Section 97.26 Park Facility Rental

(A) **Facility Rentals** - Individuals or groups wanting exclusive use of any Stephenville City Parks and Recreation facilities must fill out the Community / Special event application. The Exclusive Rental rate will be applied for every 24-hour period the park is rented.

1. The following facilities are available for rental:
  - a. Large Pavilion – City Park
  - b. Small Pavilion – City Park
  - c. Century Park Gazebo – City Park
  - d. Birdsong Amphitheatre – City Park
  - e. Recreation Hall – City Park
  - f. Sports Complex – City Park
  - g. Senior Citizens Center
  - h. Other facilities as approved by the director or his/her designee
  
2. The following facilities are available for practices, tournaments, 5K runs, and other special events:
  - a. Baseball fields
  - b. Softball fields
  - c. Tennis courts
  - d. Bosque River Trail

### (B) Fees for use of park facilities

1. Fees shall be approved by the city council as part of the city's fee schedule.
  
2. Waiving of Fees: The City of Stephenville may waive all or a portion of the fee with the recommendation of the Director of Parks and Leisure Services.
  
3. Any person or persons occupying park space or using such facilities where that occupancy or use requires a fee, but where said fee has not been paid, shall be considered to be trespassing.

### (C) Sports Association / Organization / Foundation Facility Fees

1. These groups must meet with the Parks and Leisure Services Director and agree to terms in a written contract agreement. This contract will cover fees, policies and procedures, maintenance, and operational standards by which the City of Stephenville facilities will be utilized.
  
2. Individuals or entities must provide documentation of transactions for goods and/or services and proof of a current liability insurance policy naming the City of Stephenville as an additional insured party when appropriate.

### (D) Refunds

1. Refundable Deposits will be processed upon inspection of parks and/or facilities by Parks and Leisure Services staff. The standard of cleanup is leaving the park and/or facilities in the same condition as it was at the time the rental period began.
  
2. Pavilions, Birdsong Amphitheater – no refunds will be issued for inclement weather.

3. Recreation Center – refunds will be issued if reservations are cancelled no less than seven (7) business days from event date.

### **Section 97.27 Insurance and Liability**

- (A) The City of Stephenville and its agents disclaim all liability resulting from the exclusive use of a municipal park, its facilities and/or equipment, gazebo, and/or pavilions for events open to the public (community events, special events, or any other activity specified in these policies.)
- (B) Organizers of these public events must provide proof of insurance indemnifying the City of Stephenville against any liability arising from such exclusive use. Closed events (birthday parties, family reunions, etc.) will not require liability insurance.
- (C) The Director of Parks and Leisure Services shall have the right to waive the insurance requirement for events. The waiver will be made on a case-by-case basis. A waiver shall not be granted without adequate protection for the city, such as a sufficient indemnity agreement.
- (D) Minimum Coverage shall include bodily Injury coverage of at least \$100,000 per person and \$500,000 per occurrence.

*Sections 97.28 – 97.39 Reserved for future use.*

## **ARTICLE III. MUNICIPAL CEMETERIES**

### **Section 97.40 General Rules and Operation**

The Municipal Cemeteries of the City of Stephenville shall be reserved for the burial of human remains in accordance with State and Federal law. The city Manager or his/her designee shall have the authority to promulgate rules and regulations for its use and control the use of the facility in accordance with state law. Fees for services and the sale of burial plots shall be approved by the city council as part of the city's fee schedule.

### **Section 97.41 Burial in accordance with laws of the State of Texas**

No person shall purchase or allow any cemetery lot or niche to be used for any purpose other than the burial of human remains in accordance with the laws of the State of Texas.

### **Section 97.42 Parking and/or driving in gardens; speed limit**

- (A) No person shall use the cemetery land as a thoroughfare and the right to use automobiles or other vehicles in the cemetery is authorized solely and exclusively for transporting persons to visit burial plots.
- (B) Parking and/or driving on any gardens or grassy areas are prohibited for purposes other than those obtained from the cemetery.
- (C) The speed limit within the cemetery is ten (10) miles per hour.

### **Section 97.43 Possession of drugs or alcohol in cemetery**

No person shall possess alcoholic beverages or illegal drugs in any Municipal Cemetery.

**Section 97.44 Right of cemetery staff to enter upon lot**

The cemetery supervisor shall have the right to authorize persons to enter upon or use any adjoining cemetery lot or lots to carry out duties related to interments, erection of monuments or markers, etc., without prior notice to the lot owner.

**Section 97.45 Headstones**

No headstones shall be installed, moved, repaired, or removed without first obtaining the approval of the Cemetery Supervisor. Temporary placeholders may be used for a period of no longer than 12 months, after which time a permanent headstone or marker shall be placed.

**ARTICLE IV. PENALTIES****Section 97.99 Penalties for Violations**

Penalties for violations of this chapter are subject to the general penalty set out in 10.99 of the City of Stephenville Code of Ordinances.

SECTION 2.

**Section 90.10 *Animals prohibited in parks during special activities*** is hereby repealed in its entirety, as it has been incorporated into Chapter 97 *Municipal Parks, Facilities, and Cemeteries*.

SECTION 3.

Except as amended herein, the City of Stephenville ordinances shall remain in full force and effect as presently enacted and amended from time to time. To the extent of a conflict between this Ordinance and any other ordinances of the City of Stephenville as same may have existed prior to the adoption of this Ordinance, this Ordinance shall control.

SECTION 4.

If any section or part of this ordinance is held by a court of competent jurisdiction to be unconstitutional or invalid, such judgement shall not affect, impair, or invalidate the remaining provisions of this Ordinance but shall be confined in its operation to the specific section or sections that are held unconstitutional or invalid.

SECTION 5.

This ordinance shall become effective immediately upon its passage.

**PASSED AND APPROVED** this 5<sup>th</sup> day of April, 2022.

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Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary

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Reviewed by Allen L. Barnes,  
City Manager

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Randy Thomas, City Attorney  
Approved as to form and legality



## COMMITTEE REPORT

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**REPORT TYPE:** Nominations Committee Report

**MEETING:** March 15, 2022

**Present:** Gerald Cook, Chair; LeAnn Durfey, Justin Haschke, Alan Nix

**Absent:**

**DEPARTMENT:** Main Street

**STAFF CONTACT:** Allen L. Barnes, City Manager

### DOWNTOWN LIGHTING

Julie Lowrance, Main Street Advisory Board (MSAB) chair, explained to the committee that the MSAB Beautification Committee had explored options for replacing light fixtures around the Courthouse. On March 1, 2022, the MSAB voted to recommend the replacement of eight light fixtures downtown.

Allen Barnes, City Manager, briefed the committee on the specifications of the lights. The total cost for the poles and fixtures would be \$69,960; City Electric gave an estimate of \$23,500 for the electrical work. Mr. Barnes stated that the other two estimates he received were over \$100,000 for fixtures and electrical work.

The committee discussed the cost and funding source, the ability to repurpose the existing fixtures, the timeline for replacement, and the compatibility with the Downtown Master Plan.

Motion by LeAnn Durfey, second by Justin Haschke, to forward a positive recommendation to council. Motion carried by unanimous vote.



## STAFF REPORT

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**SUBJECT:** Downtown Lighting

**DEPARTMENT:** Main Street

**STAFF CONTACT:** Julie Smith

### RECOMMENDATION:

Staff recommends purchasing the eight light units for downtown.

### BACKGROUND:

Staff recommends accepting the proposal for decorative street lighting for the downtown square to replace the existing, outdated and nonworking fixtures we currently have in place. Additionally, the proposed eight fixtures will accommodate banner signage with sturdy structures not presently available on the existing light poles. The turnaround for delivery of the lights is two-six months, however, the price does not include new bases and installation costs.

### FISCAL IMPACT SUMMARY:

\$69,960.00

### ALTERNATIVES



# Proposal

DATE: February 25, 2022  
TO: Stephenville Texas  
ATTN: Allen Barnes  
PROJECT: **Decorative Street Lighting**

We are pleased to offer the following proposal:

Manufacturer: Spring City Electrical Mfg. Co.  
1 South Main Street  
Spring City, PA. 19475  
Phone: 610-569-4254  
Prime Contact: Dan Kovalchick  
Email: [dkovalchick@springcity.com](mailto:dkovalchick@springcity.com)

**SPEC-33531**

Quantity: 8  
24'10" Boston Downtown Assembly – Exton & Washington LED Luminaires  
Standard: Decorative Site Lighting  
Drawing Ref: SPEC-33531  
Catalog Numbers: ALMETN-M1-LE\_\_\_/EVX/2F2-\_\_\_-CR3-GPLO-LACLB-FCR-CU (Luminaire)  
ALMWSH-LE\_\_\_/EVX/L19-\_\_\_-CR3-YS29-TB-FPL-CU (Luminaire)  
AWBCTB-M1-18-CU (Base)  
SSHSM-G17-07.50-24.83-TN2.88-10.00-2BP-2GFWI-2SD-PF-SP-CU (Shaft)  
SAROSG-1S-SD-66.36-TN2.38-6.23-CU (Roadway Arm)  
AWKVNY-M1-1S-15.00-TN3.50-3.00-CU (Pedestrian Arm)  
Unit Cost.....\$8,745.00

**Cost Extensions:**  
Decorative Site Lighting (8) x 8,745.00 = **\$69,960.00**

**Terms of Sale:** Net 30 Days, Freight Allowed, FOB Factory

**Lead times:**  
Shop Drawing Submission: 1 week  
Materials: 10-12 weeks per shipment

**Warranty:**  
10 Years LED Warranty

**Attachments:**  
Drawing No. SPEC-33531





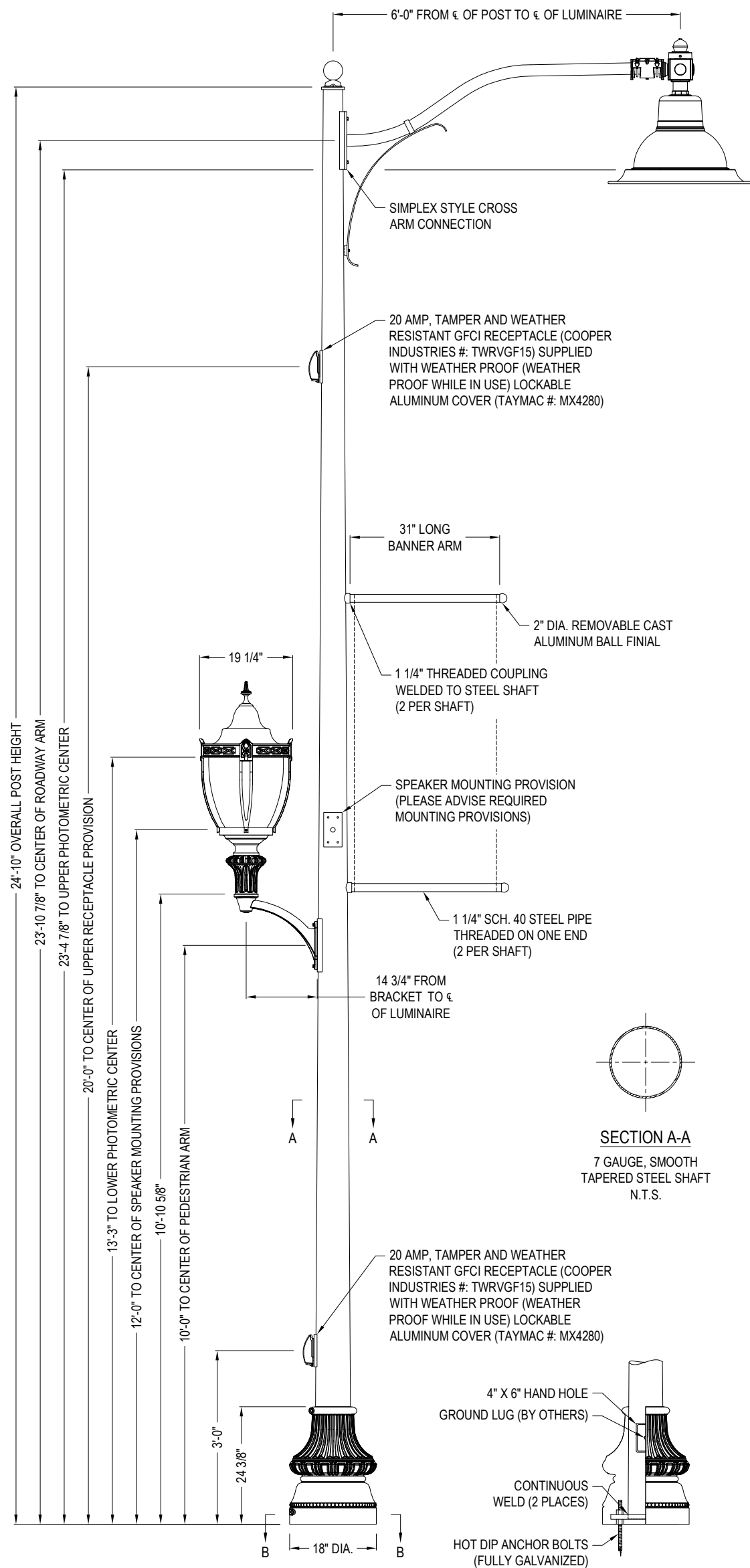
Notes:

1. A "Hold for Release" purchase or change order shall be generated for (8) units totaling \$69,960.00
2. Price includes (1) shipment to Stephenville, Texas.
3. Change orders will be accepted within (6) months of the original purchase order to increase the number of units required at the agreed upon price of \$8,745.00 each.
4. Pricing will be held for (6) months from the original purchase order date and price increases should not exceed the CPI for a (24) month period to offer Stephenville transparency on pricing moving forward.
5. Pricing does not include sales tax.

Thank You,

Daniel Kovalchick  
Director of Product Development & Specification

This drawing is property of Spring City Electrical Mfg. Co. and is issued to the recipient with the understanding that it shall not be copied, duplicated, passed on to unauthorized parties, nor used for any purpose other than that for which it is specifically furnished except with Spring City's written permission.



**ROADWAY LUMINAIRE SPECIFICATIONS:**

STYLE: EXTON  
 HEIGHT: 30 1/8"  
 WIDTH: 30" DIAMETER  
 MATERIAL: CAST ALUMINUM ALLOY A.N.S.I. 356, PER A.S.T.M. B26-95 WITH 12 GAUGE, 1100-0 SPUN SHADE CLEAR GLASS LENS  
 GLOBE: POWDER COATED - PLEASE ADVISE COLOR  
 FINISH: PLEASE ADVISE DESIRED WATTAGE  
 LAMPING: ELECTRICALLY WIRE AT 120-277 VOLTS  
 VOLTAGE: PLEASE ADVISE DESIRED COLOR TEMPERATURE  
 COLOR TEMP.: TYPE III REFRACTIVE OPTICS (ASYMMETRIC DISTRIBUTION)  
 OPTICAL SYSTEM: 10KV SURGE PROTECTION  
 SURGE PROTECTION: FLAIR SHADE  
 MODIFIER: COLUMBIA LUMINAIRE HOLDER WITH CHARLEROI BALL FINIAL

CATALOG NO.: ALMETN-M1-LE\_\_\_EVX-2F2\_\_\_CR3-GPLO-LACL-B-FCR-CU

**ROADWAY CROSS ARM SPECIFICATIONS:**

STYLE: OSAGE SINGLE  
 HEIGHT: 36"  
 WIDTH: 6'-0" FROM  $\epsilon$  OF POST TO  $\epsilon$  OF LUMINAIRE  
 MATERIAL: STEEL PIPE WITH STEEL ORNAMENTATION  
 FINISH: POWDER COATED - PLEASE ADVISE COLOR  
 TENON: 2 3/8" DIA. X 6 1/4" LONG

CATALOG NO.: SAROSG-1S-SD-66-36-TN2.38-6.25-CU

**PEDESTRIAN LUMINAIRE SPECIFICATIONS:**

STYLE: WASHINGTON X-SERIES WITH TARBORO STRUTS  
 HEIGHT: 44 1/8"  
 WIDTH: 19 1/4"  
 MATERIAL: CAST ALUMINUM ALLOY ANSI 356 PER A.S.T.M. B26-95  
 GLOBE: CLEAR STIPPLED ACRYLIC GLOBE  
 FINISH: POWDER COATED - PLEASE ADVISE COLOR  
 LAMPING: PLEASE ADVISE DESIRED WATTAGE  
 VOLTAGE: ELECTRICALLY WIRE AT 120-277 VOLTS  
 COLOR TEMP.: PLEASE ADVISE DESIRED COLOR TEMPERATURE  
 OPTICAL SYSTEM: TYPE III REFRACTIVE OPTICS (ASYMMETRIC DISTRIBUTION)  
 SURGE PROTECTION: 10KV SURGE PROTECTION

CATALOG NO.: ALMWSH-LE\_\_\_L19-EVX\_\_\_CR3-YS29-TB-FPL-CU

**PEDESTRIAN CROSS ARM SPECIFICATIONS:**

STYLE: VINEYARD  
 HEIGHT: 15 3/4"  
 WIDTH: 14 3/4" FROM WALL TO  $\epsilon$  OF LUMINAIRE  
 MATERIAL: CAST ALUMINUM ALLOY ANSI 356 PER A.S.T.M. B26-95  
 FINISH: POWDER COATED - PLEASE ADVISE COLOR  
 TENON: 3 1/2" DIA. X 3" HIGH (TO ACCEPT LUMINAIRE)

CATALOG NO.: AWKVNY-M1-1S-15.00-TN3.50-3.00-CU

**LAMP POST SPECIFICATIONS**

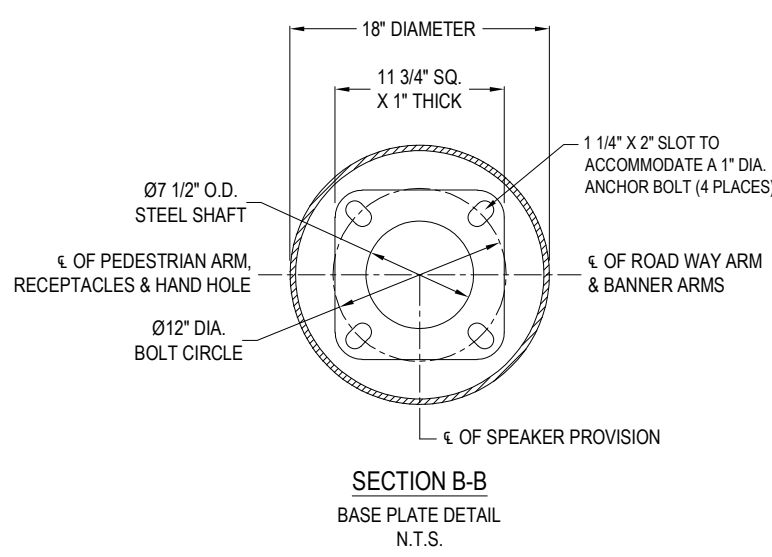
STYLE: BOSTON DOWNTOWN STEEL  
 HEIGHT: 24'-10"  
 BASE: 18" DIAMETER  
 MATERIAL:  
 • SHAFT: 7 GAUGE, SMOOTH TAPERED STEEL MONOTUBE CONSTRUCTION  
 • BASE: TWO PIECE, (WRAP AROUND) CAST ALUMINUM ALLOY ANSI 356 PER A.S.T.M. B26-95  
 FINISH: POWDER COATED - PLEASE ADVISE COLOR  
 ACCESS DOOR: LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS  
 GROUND PROVISIONS: 1/4"-20 WELDED TO INSIDE STEEL SHAFT OPPOSITE ACCESS DOOR TO COINCIDE WITH HAND HOLE TO ACCOMMODATE GROUND STUD (GROUND STUD SUPPLIED BY OTHERS)  
 ANCHOR BOLTS: (4) 1" DIA. X 36" LONG X 6" HOOK (FULLY GALVANIZED WITH 2 GALVANIZED WASHERS AND 2 GALVANIZED NUTS PER BOLT)  
 BOLT PROJECTION: 5" REQUIRED  
 TENON: 2 7/8" DIA. X 1/2" HIGH (TO ACCEPT POST TOP FINIAL)  
 MODIFIERS:  
 • (2) 1 1/4" THREADED BANNER PROVISIONS  
 • (2) 20 AMP GFCI RECEPTACLE WITH IN-USE COVER (SEE SECTION B-B FOR ORIENTATION)  
 • (2) STEEL MOUNTING PLATES WELDED TO SHAFT FOR ARM MOUNTING  
 • POLE FINIAL  
 • SPEAKER MOUNTING PROVISIONS

CATALOG NO.:  
 • BASE: AWBCTB-M1-18-CU  
 • SHAFT: SSHSM-G17-07.50-24.83-TN2.88-10.00-2BP-2GFWI-2SD-PF-SP-CU  
 • BANNER ARM: SBNUT-1S-1.25-31.00-F02  
 • ANCHOR BOLT: 136/2NW

## Spring City Electrical Mfg. Co.

HALL AND MAIN STREETS - P.O. BOX 19 - SPRING CITY, PA. 19475  
 PHONE (610) 948-4000 - FAX (610) 948-5577 - WWW.SPRINGCITY.COM

<b>DESCRIPTION</b>	THE 24'-10" CITY OF BOSTON STEEL / ALUMINUM LAMP POST WITH THE VINEYARD PEDESTRIAN ARM WITH THE WASHINGTON STYLE LED LUMINAIRE AND THE OSAGE SINGLE CROSS ARM AND THE EXTON LED LUMINAIRE		
<b>OPPORTUNITY</b>	<b>CITY OF STEPHENVILLE, TX</b>		
<b>SCALE</b>	<b>DRAWN BY:</b>	<b>DATE</b>	<b>DRAWING NO.</b>
N.T.S.	B.K.R.	02-21-2022	SPEC-33531





February 25, 2022

**Sole Source**

To: Allen Barnes  
Stephenville Texas  
City Manager

Project: Street Lighting

Re: Sole Source – Spring City Product

Spring City appreciates the opportunity to supply the Decorative LED Outdoor Lighting Standards for Stephenville Texas. As a market leading manufacturer of outdoor decorative lighting, Spring City is equipped to support the Stephenville for these critical projects with our Exton LED Symphonic Luminaires, Osage Arms, Washington X-Series and Boston Downtown Lamp Posts. The quality, performance, durability, and longevity of the Spring City product identified in drawing number SPEC-33531 sets Spring City apart from its competition. The backbone of Spring City's patented design offers a long-term advantage for the Stephenville Texas.

Stephenville Texas is very confident in the design and performance, and based on the research, and have not found a comparable product, thus a making Spring City a Sole Source Vendor for the City's light standard.

Spring City Exton Luminaire and Washington X-Series Luminaire engineered design is proprietary to Spring City, as it is covered under the following patents:

The Spring City design covered under US Patent No. 8,104,929, which states the decorative cast housing serves as the heat-sink in which the LED circuit boards are directly attached to the cast metal dome. This will allow for the highest level of heat dissipation and ensure the longest life LED product on the market. This design cannot be duplicated and provides a tremendous advantage to Stephenville.

US Patent No. 8,104,929 also covers the vertical off axis location of the LED boards in the cast metal roof, which generates the downward efficiencies necessary to replace the traditional HID sources. This feature will capture the advantages of the point source of an LED and assist in focusing the light properly on the task while eliminating wasted up-light. The Spring City Exton Luminaire's off-axis design is the only product on the market that offers this design.

Design US Patent No. 9,765,956 covers the design of the X-Series casting. This feature will capture the advantages of the point source of an LED and assist in focusing the light properly on the task while providing the highest level of heat dissipation and ensure the longest life LED product on the market. The Spring City Washington Luminaire's off-axis design is the only product on the market that offers this design.



US Provisional Patent No. 62/039093 protects the injection molded optics, which are essential in reducing the energy consumption, and limiting the total number of luminaires needed to properly illuminate walkway or roadways. These optics gather and distribute 100% of the lumens being emitted from the LED source. The combination of optics, location of the LED boards, and the cast housing offers an efficient and attractive light source that Stephenville is seeking.

Stephenville will also take advantage of the following, based on the sole source approval:

- 10 Year Manufacturer's Warranty
- Reduce Inventory Costs for Stocking Multiple Components
- Upgradeable Design to Low Energy Consumption as the Technology Increases
- Reduce Maintenance Costs with Common Components
- Limit Disposal of Material with Spring City's Upgradeable Design
- Reduce Design Costs on Evaluating or Specifying New Projects
- Product Manufactured and Assembled in United States of America

Spring City will support the project direct from our factory and will provide a convenient avenue for procurement, training and support as these luminaires are purchased, installed, and maintained.

Thank you,

Daniel Kovalchick  
Director of Product Development & Specifications



## COMMITTEE REPORT

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**REPORT TYPE:** Personnel Committee Report

**MEETING:** March 15, 2022

**Present:** Ricky Thurman, Chair; Gerald Cook, LeAnn Durfey, Daron Trussell

**Absent:** None

**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

### REVIEW AND DISCUSS COMPENSATION STUDY AND STEPPED PAY PLAN:

The Personnel Committee discussed the progress on the compensation study and the stepped pay plan, reviewing preliminary stepped plan details. Staff requested additional time to analyze the information and adjust the step plan as necessary. The Personnel Committee agreed to review the information again at a future meeting.



## COMMITTEE REPORT

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**REPORT TYPE:** Personnel Committee Report

**MEETING:** March 29, 2022

**Present:** Ricky Thurman, chair; Gerald Cook, LeAnn Durfey, Daron Trussell

**Absent:** none

**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

### EMPLOYEE BENEFITS PACKAGE:

The insurance renewal premiums were presented and discussed.

The motion was made to forward to Council to renew the Blue Cross Blue Shield HSA plan only with a total employer contribution of \$38,000 to HSA accounts. The motion was seconded and passed unanimously.

### PROPOSED STEP PLAN:

Councilman Thurman presented the proposed step plan for fiscal year 2021-2022. The affordability of the plan was also discussed.

The motion was made to forward to Council the proposed step plan for approval. The motion was seconded and passed unanimously.

### EVALUATION CRITERIA FOR CITY MANAGER APPLICANTS:

Mr. Thurman presented evaluation criteria and questions for City Manager Applicants and discussion ensued.

The motion was made to forward the evaluation criteria and questions to Council for approval. The motion was seconded and passed unanimously.

City of Stephenville  
Proposed Pay Plan Effective 04/02/2022

All Positions

Position	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Clerk I	Non-Exempt 8-5	\$ 22,740	\$ 23,348	\$ 23,973	\$ 24,615	\$ 25,273	\$ 25,949	\$ 26,644	\$ 27,356	\$ 28,088	\$ 28,840	\$ 29,611	\$ 30,404	\$ 31,217	\$ 32,052	\$ 32,910
Custodian	Non-Exempt 8-5	\$ 23,853	\$ 24,492	\$ 25,148	\$ 25,821	\$ 26,513	\$ 27,223	\$ 27,952	\$ 28,700	\$ 29,469	\$ 30,258	\$ 31,069	\$ 31,901	\$ 32,755	\$ 33,632	\$ 34,533
Landfill Gate Attendant	Non-Exempt 8-5	\$ 24,861	\$ 25,532	\$ 26,222	\$ 26,930	\$ 27,657	\$ 28,404	\$ 29,171	\$ 29,959	\$ 30,768	\$ 31,599	\$ 32,453	\$ 33,329	\$ 34,229	\$ 35,154	\$ 36,103
Clerk II	Non-Exempt 8-5	\$ 26,283	\$ 26,947	\$ 27,627	\$ 28,325	\$ 29,040	\$ 29,774	\$ 30,526	\$ 31,297	\$ 32,087	\$ 32,898	\$ 33,728	\$ 34,580	\$ 35,454	\$ 36,349	\$ 37,267
Laborer II-Streets	Non-Exempt 8-5	\$ 26,306	\$ 26,896	\$ 27,498	\$ 28,115	\$ 28,745	\$ 29,389	\$ 30,048	\$ 30,721	\$ 31,410	\$ 32,114	\$ 32,834	\$ 33,570	\$ 34,322	\$ 35,091	\$ 35,878
Rec Clerk/Aide/Dept Asst/Field Maint	Non-Exempt 8-5	\$ 26,497	\$ 27,207	\$ 27,936	\$ 28,684	\$ 29,452	\$ 30,241	\$ 31,052	\$ 31,883	\$ 32,738	\$ 33,615	\$ 34,515	\$ 35,440	\$ 36,389	\$ 37,364	\$ 38,365
Library Clerk	Non-Exempt 8-5	\$ 26,999	\$ 27,598	\$ 28,210	\$ 28,835	\$ 29,474	\$ 30,128	\$ 30,796	\$ 31,479	\$ 32,177	\$ 32,890	\$ 33,620	\$ 34,365	\$ 35,127	\$ 35,906	\$ 36,702
Light Equip Oper-Parks/Ground Maint	Non-Exempt 8-5	\$ 27,897	\$ 28,726	\$ 29,580	\$ 30,459	\$ 31,364	\$ 32,296	\$ 33,256	\$ 34,245	\$ 35,263	\$ 36,311	\$ 37,390	\$ 38,501	\$ 39,645	\$ 40,824	\$ 42,037
Municipal Court Clerk	Non-Exempt 8-5	\$ 29,425	\$ 30,170	\$ 30,935	\$ 31,718	\$ 32,522	\$ 33,346	\$ 34,190	\$ 35,057	\$ 35,945	\$ 36,855	\$ 37,789	\$ 38,746	\$ 39,728	\$ 40,734	\$ 41,766
Clerk III	Non-Exempt 8-5	\$ 29,605	\$ 30,398	\$ 31,212	\$ 32,048	\$ 32,906	\$ 33,788	\$ 34,692	\$ 35,622	\$ 36,576	\$ 37,555	\$ 38,561	\$ 39,594	\$ 40,654	\$ 41,743	\$ 42,861
Light Equip Operator-Streets/PW	Non-Exempt 8-5	\$ 29,690	\$ 30,437	\$ 31,202	\$ 31,987	\$ 32,791	\$ 33,616	\$ 34,461	\$ 35,328	\$ 36,217	\$ 37,127	\$ 38,061	\$ 39,018	\$ 40,000	\$ 41,006	\$ 42,037
Records Clerk	Non-Exempt 8-5	\$ 29,744	\$ 30,547	\$ 31,372	\$ 32,220	\$ 33,090	\$ 33,983	\$ 34,901	\$ 35,844	\$ 36,812	\$ 37,806	\$ 38,827	\$ 39,875	\$ 40,952	\$ 42,058	\$ 43,194
Animal Control Officer	Non-Exempt 12/10 Shift	\$ 30,230	\$ 31,039	\$ 31,870	\$ 32,723	\$ 33,599	\$ 34,498	\$ 35,422	\$ 36,370	\$ 37,343	\$ 38,343	\$ 39,369	\$ 40,423	\$ 41,505	\$ 42,616	\$ 43,757
Water Plant Operator I	Non-Exempt 8-5	\$ 30,722	\$ 31,371	\$ 32,033	\$ 32,710	\$ 33,400	\$ 34,106	\$ 34,826	\$ 35,561	\$ 36,312	\$ 37,079	\$ 37,862	\$ 38,662	\$ 39,478	\$ 40,312	\$ 41,163
Children's Program Coordinator	Non-Exempt 8-5	\$ 31,386	\$ 32,222	\$ 33,081	\$ 33,962	\$ 34,867	\$ 35,796	\$ 36,750	\$ 37,729	\$ 38,734	\$ 39,766	\$ 40,825	\$ 41,913	\$ 43,030	\$ 44,176	\$ 45,353
Permit Tech	Non-Exempt 8-5	\$ 31,595	\$ 32,452	\$ 33,333	\$ 34,238	\$ 35,167	\$ 36,121	\$ 37,101	\$ 38,108	\$ 39,142	\$ 40,205	\$ 41,296	\$ 42,416	\$ 43,567	\$ 44,750	\$ 45,964
Administrative Assistant	Non-Exempt 8-5	\$ 31,943	\$ 32,835	\$ 33,751	\$ 34,693	\$ 35,662	\$ 36,657	\$ 37,681	\$ 38,732	\$ 39,814	\$ 40,925	\$ 42,067	\$ 43,242	\$ 44,449	\$ 45,690	\$ 46,965
Athletic Coordinator/Rec Coord	Non-Exempt 8-5	\$ 31,946	\$ 32,856	\$ 33,791	\$ 34,753	\$ 35,742	\$ 36,760	\$ 37,807	\$ 38,883	\$ 39,990	\$ 41,128	\$ 42,299	\$ 43,504	\$ 44,742	\$ 46,016	\$ 47,326
Heavy Equip Operator-Landfill	Non-Exempt 8-5	\$ 32,584	\$ 33,424	\$ 34,285	\$ 35,169	\$ 36,075	\$ 37,005	\$ 37,958	\$ 38,936	\$ 39,940	\$ 40,969	\$ 42,025	\$ 43,108	\$ 44,219	\$ 45,358	\$ 46,527
Water Plant Operator II	Non-Exempt 8-5	\$ 32,822	\$ 33,648	\$ 34,495	\$ 35,364	\$ 36,254	\$ 37,167	\$ 38,103	\$ 39,062	\$ 40,045	\$ 41,053	\$ 42,087	\$ 43,147	\$ 44,233	\$ 45,346	\$ 46,488
Heavy Equip Operator-PW	Non-Exempt 8-5	\$ 32,923	\$ 33,842	\$ 34,788	\$ 35,759	\$ 36,758	\$ 37,785	\$ 38,840	\$ 39,925	\$ 41,040	\$ 42,186	\$ 43,364	\$ 44,575	\$ 45,820	\$ 47,100	\$ 48,415
Heavy Equip Operator-Streets	Non-Exempt 8-5	\$ 32,936	\$ 33,810	\$ 34,707	\$ 35,627	\$ 36,572	\$ 37,543	\$ 38,538	\$ 39,561	\$ 40,610	\$ 41,687	\$ 42,793	\$ 43,929	\$ 45,094	\$ 46,290	\$ 47,518
Supervisor-Cemetery, Parks, Rec	Non-Exempt 8-5	\$ 33,883	\$ 34,596	\$ 35,323	\$ 36,066	\$ 36,824	\$ 37,599	\$ 38,389	\$ 39,197	\$ 40,021	\$ 40,863	\$ 41,722	\$ 42,600	\$ 43,495	\$ 44,410	\$ 45,344
Dispatcher	Non-Exempt 12 Hour Shift	\$ 34,860	\$ 37,749	\$ 39,456	\$ 41,240	\$ 43,106	\$ 45,055	\$ 47,092	\$ 49,222	\$ 51,448	\$ 51,905					
Crew Leader - Streets	Non-Exempt 8-5	\$ 35,193	\$ 36,090	\$ 37,009	\$ 37,952	\$ 38,920	\$ 39,911	\$ 40,928	\$ 41,971	\$ 43,041	\$ 44,138	\$ 45,262	\$ 46,416	\$ 47,598	\$ 48,811	\$ 50,055
Crime Scene/Property Tech	Non-Exempt 8-5	\$ 35,679	\$ 36,543	\$ 37,427	\$ 38,333	\$ 39,261	\$ 40,212	\$ 41,185	\$ 42,182	\$ 43,203	\$ 44,249	\$ 45,321	\$ 46,418	\$ 47,541	\$ 48,692	\$ 49,871
Code Compliance Officer	Non-Exempt 8-5	\$ 36,033	\$ 37,043	\$ 38,082	\$ 39,150	\$ 40,248	\$ 41,377	\$ 42,537	\$ 43,730	\$ 44,956	\$ 46,217	\$ 47,513	\$ 48,845	\$ 50,215	\$ 51,623	\$ 53,071
Sr. Citizen Coordinator	Non-Exempt 8-5	\$ 36,366	\$ 37,275	\$ 38,208	\$ 39,163	\$ 40,143	\$ 41,146	\$ 42,175	\$ 43,230	\$ 44,311	\$ 45,419	\$ 46,555	\$ 47,720	\$ 48,913	\$ 50,136	\$ 51,390
Aquatics Manager	Non-Exempt 8-5	\$ 36,870	\$ 37,826	\$ 38,806	\$ 39,812	\$ 40,845	\$ 41,903	\$ 42,990	\$ 44,104	\$ 45,248	\$ 46,421	\$ 47,624	\$ 48,859	\$ 50,125	\$ 51,425	\$ 52,758
Crew Leader - PW	Non-Exempt 8-5	\$ 37,159	\$ 38,173	\$ 39,215	\$ 40,285	\$ 41,385	\$ 42,514	\$ 43,675	\$ 44,867	\$ 46,091	\$ 47,349	\$ 48,641	\$ 49,969	\$ 51,333	\$ 52,734	\$ 54,173
Exec Assistant to City Manager	Non-Exempt 8-5	\$ 37,580	\$ 38,653	\$ 39,757	\$ 40,892	\$ 42,060	\$ 43,261	\$ 44,496	\$ 45,767	\$ 47,074	\$ 48,418	\$ 49,800	\$ 51,222	\$ 52,685	\$ 54,190	\$ 55,737
Construction Tech	Non-Exempt 8-5	\$ 37,966	\$ 38,921	\$ 39,900	\$ 40,904	\$ 41,933	\$ 42,988	\$ 44,069	\$ 45,178	\$ 46,315	\$ 47,480	\$ 48,674	\$ 49,899	\$ 51,154	\$ 52,441	\$ 53,760
Exec Asst to CM/HR Analyst	Non-Exempt 8-5	\$ 39,333	\$ 40,397	\$ 41,489	\$ 42,611	\$ 43,763	\$ 44,947	\$ 46,162	\$ 47,411	\$ 48,693	\$ 50,009	\$ 51,362	\$ 52,751	\$ 54,177	\$ 55,642	\$ 57,147
Accountant	Exempt	\$ 39,333	\$ 40,149	\$ 40,982	\$ 41,833	\$ 42,701	\$ 43,587	\$ 44,492	\$ 45,415	\$ 46,357	\$ 47,319	\$ 48,301	\$ 49,303	\$ 50,327	\$ 51,371	\$ 52,437
Water Plant Supervisor	Non-Exempt 8-5	\$ 39,458	\$ 40,407	\$ 41,379	\$ 42,374	\$ 43,393	\$ 44,436	\$ 45,505	\$ 46,599	\$ 47,720	\$ 48,868	\$ 50,043	\$ 51,246	\$ 52,479	\$ 53,741	\$ 55,033
GIS Manager	Exempt	\$ 39,710	\$ 40,921	\$ 42,169	\$ 43,455	\$ 44,780	\$ 46,146	\$ 47,554	\$ 49,004	\$ 50,498	\$ 52,039	\$ 53,626	\$ 55,261	\$ 56,946	\$ 58,683	\$ 60,473
Municipal Court Administrator	Non-Exempt 8-5	\$ 40,147	\$ 41,166	\$ 42,211	\$ 43,283	\$ 44,381	\$ 45,508	\$ 46,663	\$ 47,847	\$ 49,062	\$ 50,307	\$ 51,584	\$ 52,894	\$ 54,237	\$ 55,613	\$ 57,025

City of Stephenville  
Proposed Pay Plan Effective 04/02/2022

All Positions

Position	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Information Tech	Non-Exempt 8-5	\$ 40,752	\$ 41,778	\$ 42,829	\$ 43,907	\$ 45,012	\$ 46,145	\$ 47,306	\$ 48,497	\$ 49,717	\$ 50,968	\$ 52,251	\$ 53,566	\$ 54,914	\$ 56,296	\$ 57,713
Fire Cadet	Non-Exempt Shift 48/96 18 day w/OT	\$ 40,802	\$ 43,260													
Building Inspector	Non-Exempt	\$ 41,473	\$ 42,574	\$ 43,704	\$ 44,864	\$ 46,055	\$ 47,278	\$ 48,533	\$ 49,821	\$ 51,143	\$ 52,501	\$ 53,895	\$ 55,325	\$ 56,794	\$ 58,301	\$ 59,849
Librarian	Exempt	\$ 41,915	\$ 43,000	\$ 44,113	\$ 45,255	\$ 46,427	\$ 47,628	\$ 48,861	\$ 50,126	\$ 51,424	\$ 52,755	\$ 54,121	\$ 55,522	\$ 56,959	\$ 58,433	\$ 59,946
Customer Service Supervisor	Non-Exempt 8-5	\$ 42,430	\$ 43,647	\$ 44,898	\$ 46,186	\$ 47,510	\$ 48,873	\$ 50,274	\$ 51,716	\$ 53,199	\$ 54,724	\$ 56,294	\$ 57,908	\$ 59,569	\$ 61,277	\$ 63,034
Dispatch Supervisor	Non-Exempt 12 Hour Shift	\$ 42,892	\$ 43,959	\$ 45,053	\$ 46,173	\$ 47,322	\$ 48,499	\$ 49,706	\$ 50,942	\$ 52,210	\$ 53,509	\$ 54,840	\$ 56,204	\$ 57,602	\$ 59,035	\$ 60,504
Purchasing Manager	Exempt	\$ 43,643	\$ 44,818	\$ 46,025	\$ 47,265	\$ 48,537	\$ 49,844	\$ 51,187	\$ 52,565	\$ 53,981	\$ 55,434	\$ 56,927	\$ 58,460	\$ 60,034	\$ 61,651	\$ 63,311
Police Cadet	Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 43,947														
FireFighter/EMT	Non-Exempt Shift 48/96 18 day w/OT	\$ 45,336	48,067	\$ 49,655	\$ 51,295	\$ 52,990	\$ 54,740	\$ 56,548	\$ 58,416	\$ 60,346	\$ 60,740					
Landfill Superintendant	Exempt	\$ 45,460	\$ 46,724	\$ 48,023	\$ 49,359	\$ 50,732	\$ 52,142	\$ 53,592	\$ 55,083	\$ 56,614	\$ 58,189	\$ 59,807	\$ 61,470	\$ 63,179	\$ 64,936	\$ 66,742
Main Street Manager/Tourism Manager	Non-Exempt 8-5	\$ 46,588	\$ 48,073	\$ 49,606	\$ 51,188	\$ 52,820	\$ 54,504	\$ 56,242	\$ 58,036	\$ 59,886	\$ 61,796	\$ 63,766	\$ 65,799	\$ 67,897	\$ 70,062	\$ 72,296
HR Manager	Exempt	\$ 47,889	\$ 49,130	\$ 50,402	\$ 51,708	\$ 53,047	\$ 54,421	\$ 55,831	\$ 57,277	\$ 58,761	\$ 60,283	\$ 61,845	\$ 63,447	\$ 65,090	\$ 66,776	\$ 68,506
Water/WW Superintendent	Exempt	\$ 48,647	\$ 49,842	\$ 51,066	\$ 52,320	\$ 53,605	\$ 54,921	\$ 56,270	\$ 57,652	\$ 59,068	\$ 60,519	\$ 62,005	\$ 63,528	\$ 65,088	\$ 66,686	\$ 68,324
Police Officer/Investigator	Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 48,830	\$ 52,174	\$ 53,931	\$ 55,747	\$ 57,625	\$ 59,566	\$ 61,572	\$ 63,645	\$ 65,789	\$ 68,005					
Recreation Superintendent	Exempt	\$ 49,407	\$ 50,647	\$ 51,917	\$ 53,220	\$ 54,555	\$ 55,924	\$ 57,327	\$ 58,765	\$ 60,239	\$ 61,750	\$ 63,300	\$ 64,888	\$ 66,516	\$ 68,184	\$ 69,895
Parks Superintendent	Exempt	\$ 49,525	\$ 50,699	\$ 51,900	\$ 53,130	\$ 54,389	\$ 55,677	\$ 56,997	\$ 58,347	\$ 59,730	\$ 61,145	\$ 62,594	\$ 64,077	\$ 65,596	\$ 67,150	\$ 68,741
Accountant (Senior)	Exempt	\$ 49,977	\$ 51,213	\$ 52,480	\$ 53,778	\$ 55,108	\$ 56,472	\$ 57,868	\$ 59,300	\$ 60,767	\$ 62,270	\$ 63,810	\$ 65,389	\$ 67,006	\$ 68,664	\$ 70,362
Planner	Exempt	\$ 50,086	\$ 51,111	\$ 52,158	\$ 53,225	\$ 54,315	\$ 55,427	\$ 56,561	\$ 57,719	\$ 58,901	\$ 60,107	\$ 61,337	\$ 62,593	\$ 63,874	\$ 65,182	\$ 66,516
Street Superintendent	Exempt	\$ 50,502	\$ 51,873	\$ 53,281	\$ 54,728	\$ 56,214	\$ 57,740	\$ 59,308	\$ 60,918	\$ 62,572	\$ 64,271	\$ 66,016	\$ 67,808	\$ 69,649	\$ 71,540	\$ 73,482
Building Official	Exempt	\$ 59,050	\$ 60,378	\$ 61,735	\$ 63,123	\$ 64,543	\$ 65,994	\$ 67,478	\$ 68,995	\$ 70,546	\$ 72,133	\$ 73,754	\$ 75,413	\$ 77,108	\$ 78,842	\$ 80,615
Fire Lieutenant	Non-Exempt Shift 48/96 18 day w/OT	\$ 59,171	\$ 60,239	\$ 61,326	\$ 62,433	\$ 63,560	\$ 64,707	\$ 65,875	\$ 67,063	\$ 68,274	\$ 69,506					
Fire Inspector	Non-Exempt 8-5	\$ 59,176	\$ 61,329	\$ 63,560	\$ 65,872	\$ 68,268	\$ 70,752	\$ 73,326	\$ 75,993	\$ 78,758	\$ 81,623					
IT Manager	Exempt	\$ 59,327	\$ 60,917	\$ 62,549	\$ 64,225	\$ 65,946	\$ 67,713	\$ 69,527	\$ 71,390	\$ 73,303	\$ 75,267	\$ 77,284	\$ 79,355	\$ 81,481	\$ 83,664	\$ 85,906
City Secretary	Exempt	\$ 62,926	\$ 64,533	\$ 66,181	\$ 67,872	\$ 69,605	\$ 71,383	\$ 73,206	\$ 75,076	\$ 76,994	\$ 78,960	\$ 80,977	\$ 83,045	\$ 85,166	\$ 87,341	\$ 89,572
Police Sergeant	Non-Exempt 8-5 80/14 Day Cycle 12 Hour Shift	\$ 63,748	\$ 64,909	\$ 66,091	\$ 67,295	\$ 68,521	\$ 69,769	\$ 71,040	\$ 72,334	\$ 73,651	\$ 74,993					
Assistant Finance Director	Exempt	\$ 64,718	\$ 66,651	\$ 68,641	\$ 70,691	\$ 72,802	\$ 74,976	\$ 77,215	\$ 79,521	\$ 81,896	\$ 84,342	\$ 86,861	\$ 89,455	\$ 92,126	\$ 94,878	\$ 97,711



City of Stephenville  
Proposed Pay Plan Effective 04/02/2022

All Positions

Position	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Fire Captain	Non-Exempt Shift 48/96 18 day w/OT	\$ 65,520	\$ 66,757	\$ 68,017	\$ 69,300	\$ 70,608	\$ 71,941	\$ 73,299	\$ 74,682	\$ 76,092	\$ 77,528					
Training Captain	Non-Exempt 8-5	\$ 65,520	\$ 66,757	\$ 68,017	\$ 69,300	\$ 70,608	\$ 71,941	\$ 73,299	\$ 74,682	\$ 76,092	\$ 77,528					
Fire Marshal	Non-Exempt 8-5	\$ 66,982	\$ 69,741	\$ 72,613	\$ 75,604	\$ 78,717	\$ 81,959	\$ 85,335	\$ 88,850	\$ 92,509	\$ 96,319					
Asst Director of Public Works	Exempt	\$ 69,056	\$ 71,391	\$ 73,805	\$ 76,301	\$ 78,881	\$ 81,548	\$ 84,305	\$ 87,156	\$ 90,103	\$ 93,150	\$ 96,299	\$ 99,556	\$ 102,922	\$ 106,402	\$ 110,000
Police Lieutenant	Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 71,606	\$ 72,416	\$ 73,235	\$ 74,063	\$ 74,901	\$ 75,748	\$ 76,604	\$ 77,471	\$ 78,347	\$ 79,233					
Director of Public Works/Utilities	Exempt	\$ 73,954	\$ 76,276	\$ 78,670	\$ 81,140	\$ 83,687	\$ 86,315	\$ 89,024	\$ 91,819	\$ 94,702	\$ 97,675	\$ 100,741	\$ 103,904	\$ 107,166	\$ 110,530	\$ 114,000
Development Services Director	Exempt	\$ 74,334	\$ 76,512	\$ 78,753	\$ 81,060	\$ 83,435	\$ 85,879	\$ 88,395	\$ 90,984	\$ 93,650	\$ 96,393	\$ 99,217	\$ 102,123	\$ 105,115	\$ 108,194	\$ 111,364
Fire Battalion Chief	Non-Exempt Shift 48/96 18 day w/OT	\$ 74,346	\$ 75,807	\$ 77,297	\$ 78,816	\$ 80,366	\$ 81,945	\$ 83,556	\$ 85,198	\$ 86,873	\$ 88,580					
Leisure Services Director	Exempt	\$ 74,953	\$ 77,189	\$ 79,493	\$ 81,864	\$ 84,307	\$ 86,823	\$ 89,413	\$ 92,081	\$ 94,828	\$ 97,658	\$ 100,572	\$ 103,573	\$ 106,663	\$ 109,845	\$ 113,123
Police Captain	Exempt	\$ 78,823	\$ 80,457	\$ 82,125	\$ 83,827	\$ 85,565	\$ 87,339	\$ 89,149	\$ 90,997	\$ 92,884	\$ 94,809					
Assistant Fire Chief	Non-Exempt Shift 48/96 18 day w/OT	\$ 83,171	\$ 85,619	\$ 88,138	\$ 90,732	\$ 93,402	\$ 96,151	\$ 98,981	\$ 101,894	\$ 104,892	\$ 107,979					
Finance Director	Exempt	\$ 86,089	\$ 88,545	\$ 91,071	\$ 93,669	\$ 96,341	\$ 99,089	\$ 101,916	\$ 104,824	\$ 107,814	\$ 110,890	\$ 114,053	\$ 117,307	\$ 120,653	\$ 124,095	\$ 127,635
Police Chief	Exempt	\$ 86,089	\$ 88,670	\$ 91,328	\$ 94,066	\$ 96,886	\$ 99,790	\$ 102,782	\$ 105,863	\$ 109,037	\$ 112,305	\$ 115,672	\$ 119,140	\$ 122,711	\$ 126,390	\$ 130,179
Fire Chief	Exempt	\$ 87,914	\$ 90,365	\$ 92,884	\$ 95,473	\$ 98,134	\$ 100,870	\$ 103,682	\$ 106,572	\$ 109,543	\$ 112,597	\$ 115,735	\$ 118,962	\$ 122,278	\$ 125,686	\$ 129,190
Assistant City Manager	Exempt	\$ 100,801	\$ 103,745	\$ 106,774	\$ 109,892	\$ 113,101	\$ 116,404	\$ 119,803	\$ 123,301	\$ 126,902	\$ 130,608	\$ 134,422	\$ 138,347	\$ 142,387	\$ 146,545	\$ 150,824
City Manager	Exempt	\$ 123,445	\$ 127,088	\$ 130,838	\$ 134,699	\$ 138,674	\$ 142,766	\$ 146,979	\$ 151,317	\$ 155,782	\$ 160,379	\$ 165,112	\$ 169,984	\$ 175,000	\$ 180,164	\$ 185,481
Construction Supervisor	Non-Exempt 8-5	data unavailable at this time														
Project Manager	Non-Exempt 8-5	data unavailable at this time														

City of Stephenville  
Proposed Pay Plan Effective 04/02/2022

General

Position	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Clerk I	Non-Exempt 8-5	\$ 22,740	\$ 23,348	\$ 23,973	\$ 24,615	\$ 25,273	\$ 25,949	\$ 26,644	\$ 27,356	\$ 28,088	\$ 28,840	\$ 29,611	\$ 30,404	\$ 31,217	\$ 32,052	\$ 32,910
Custodian	Non-Exempt 8-5	\$ 23,853	\$ 24,492	\$ 25,148	\$ 25,821	\$ 26,513	\$ 27,223	\$ 27,952	\$ 28,700	\$ 29,469	\$ 30,258	\$ 31,069	\$ 31,901	\$ 32,755	\$ 33,632	\$ 34,533
Landfill Gate Attendant	Non-Exempt 8-5	\$ 24,861	\$ 25,532	\$ 26,222	\$ 26,930	\$ 27,657	\$ 28,404	\$ 29,171	\$ 29,959	\$ 30,768	\$ 31,599	\$ 32,453	\$ 33,329	\$ 34,229	\$ 35,154	\$ 36,103
Clerk II	Non-Exempt 8-5	\$ 26,283	\$ 26,947	\$ 27,627	\$ 28,325	\$ 29,040	\$ 29,774	\$ 30,526	\$ 31,297	\$ 32,087	\$ 32,898	\$ 33,728	\$ 34,580	\$ 35,454	\$ 36,349	\$ 37,267
Laborer II-Streets	Non-Exempt 8-5	\$ 26,306	\$ 26,896	\$ 27,498	\$ 28,115	\$ 28,745	\$ 29,389	\$ 30,048	\$ 30,721	\$ 31,410	\$ 32,114	\$ 32,834	\$ 33,570	\$ 34,322	\$ 35,091	\$ 35,878
Rec Clerk/Aide/Dept Asst/Field Maint	Non-Exempt 8-5	\$ 26,497	\$ 27,207	\$ 27,936	\$ 28,684	\$ 29,452	\$ 30,241	\$ 31,052	\$ 31,883	\$ 32,738	\$ 33,615	\$ 34,515	\$ 35,440	\$ 36,389	\$ 37,364	\$ 38,365
Library Clerk	Non-Exempt 8-5	\$ 26,999	\$ 27,598	\$ 28,210	\$ 28,835	\$ 29,474	\$ 30,128	\$ 30,796	\$ 31,479	\$ 32,177	\$ 32,890	\$ 33,620	\$ 34,365	\$ 35,127	\$ 35,906	\$ 36,702
Light Equip Oper-Parks/Ground Maint	Non-Exempt 8-5	\$ 27,897	\$ 28,726	\$ 29,580	\$ 30,459	\$ 31,364	\$ 32,296	\$ 33,256	\$ 34,245	\$ 35,263	\$ 36,311	\$ 37,390	\$ 38,501	\$ 39,645	\$ 40,824	\$ 42,037
Municipal Court Clerk	Non-Exempt 8-5	\$ 29,425	\$ 30,170	\$ 30,935	\$ 31,718	\$ 32,522	\$ 33,346	\$ 34,190	\$ 35,057	\$ 35,945	\$ 36,855	\$ 37,789	\$ 38,746	\$ 39,728	\$ 40,734	\$ 41,766
Clerk III	Non-Exempt 8-5	\$ 29,605	\$ 30,398	\$ 31,212	\$ 32,048	\$ 32,906	\$ 33,788	\$ 34,692	\$ 35,622	\$ 36,576	\$ 37,555	\$ 38,561	\$ 39,594	\$ 40,654	\$ 41,743	\$ 42,861
Light Equip Operator-Streets/PW	Non-Exempt 8-5	\$ 29,690	\$ 30,437	\$ 31,202	\$ 31,987	\$ 32,791	\$ 33,616	\$ 34,461	\$ 35,328	\$ 36,217	\$ 37,127	\$ 38,061	\$ 39,018	\$ 40,000	\$ 41,006	\$ 42,037
Records Clerk	Non-Exempt 8-5	\$ 29,744	\$ 30,547	\$ 31,372	\$ 32,220	\$ 33,090	\$ 33,983	\$ 34,901	\$ 35,844	\$ 36,812	\$ 37,806	\$ 38,827	\$ 39,875	\$ 40,952	\$ 42,058	\$ 43,194
Animal Control Officer	Non-Exempt 12/10 Shift	\$ 30,230	\$ 31,039	\$ 31,870	\$ 32,723	\$ 33,599	\$ 34,498	\$ 35,422	\$ 36,370	\$ 37,343	\$ 38,343	\$ 39,369	\$ 40,423	\$ 41,505	\$ 42,616	\$ 43,757
Water Plant Operator I	Non-Exempt 8-5	\$ 30,722	\$ 31,371	\$ 32,033	\$ 32,710	\$ 33,400	\$ 34,106	\$ 34,826	\$ 35,561	\$ 36,312	\$ 37,079	\$ 37,862	\$ 38,662	\$ 39,478	\$ 40,312	\$ 41,163
Children's Program Coordinator	Non-Exempt 8-5	\$ 31,386	\$ 32,222	\$ 33,081	\$ 33,962	\$ 34,867	\$ 35,796	\$ 36,750	\$ 37,729	\$ 38,734	\$ 39,766	\$ 40,825	\$ 41,913	\$ 43,030	\$ 44,176	\$ 45,353
Permit Tech	Non-Exempt 8-5	\$ 31,595	\$ 32,452	\$ 33,333	\$ 34,238	\$ 35,167	\$ 36,121	\$ 37,101	\$ 38,108	\$ 39,142	\$ 40,205	\$ 41,296	\$ 42,416	\$ 43,567	\$ 44,750	\$ 45,964
Administrative Assistant	Non-Exempt 8-5	\$ 31,943	\$ 32,835	\$ 33,751	\$ 34,693	\$ 35,662	\$ 36,657	\$ 37,681	\$ 38,732	\$ 39,814	\$ 40,925	\$ 42,067	\$ 43,242	\$ 44,449	\$ 45,690	\$ 46,965
Athletic Coordinator/Rec Coord	Non-Exempt 8-5	\$ 31,946	\$ 32,856	\$ 33,791	\$ 34,753	\$ 35,742	\$ 36,760	\$ 37,807	\$ 38,883	\$ 39,990	\$ 41,128	\$ 42,299	\$ 43,504	\$ 44,742	\$ 46,016	\$ 47,326
Heavy Equip Operator-Landfill	Non-Exempt 8-5	\$ 32,584	\$ 33,424	\$ 34,285	\$ 35,169	\$ 36,075	\$ 37,005	\$ 37,958	\$ 38,936	\$ 39,940	\$ 40,969	\$ 42,025	\$ 43,108	\$ 44,219	\$ 45,358	\$ 46,527
Water Plant Operator II	Non-Exempt 8-5	\$ 32,822	\$ 33,648	\$ 34,495	\$ 35,364	\$ 36,254	\$ 37,167	\$ 38,103	\$ 39,062	\$ 40,045	\$ 41,053	\$ 42,087	\$ 43,147	\$ 44,233	\$ 45,346	\$ 46,488
Heavy Equip Operator-PW	Non-Exempt 8-5	\$ 32,923	\$ 33,842	\$ 34,788	\$ 35,759	\$ 36,758	\$ 37,785	\$ 38,840	\$ 39,925	\$ 41,040	\$ 42,186	\$ 43,364	\$ 44,575	\$ 45,820	\$ 47,100	\$ 48,415
Heavy Equip Operator-Streets	Non-Exempt 8-5	\$ 32,936	\$ 33,810	\$ 34,707	\$ 35,627	\$ 36,572	\$ 37,543	\$ 38,538	\$ 39,561	\$ 40,610	\$ 41,687	\$ 42,793	\$ 43,929	\$ 45,094	\$ 46,290	\$ 47,518
Supervisor-Cemetery, Parks, Rec	Non-Exempt 8-5	\$ 33,883	\$ 34,596	\$ 35,323	\$ 36,066	\$ 36,824	\$ 37,599	\$ 38,389	\$ 39,197	\$ 40,021	\$ 40,863	\$ 41,722	\$ 42,600	\$ 43,495	\$ 44,410	\$ 45,344
Crew Leader - Streets	Non-Exempt 8-5	\$ 35,193	\$ 36,090	\$ 37,009	\$ 37,952	\$ 38,920	\$ 39,911	\$ 40,928	\$ 41,971	\$ 43,041	\$ 44,138	\$ 45,262	\$ 46,416	\$ 47,598	\$ 48,811	\$ 50,055
Crime Scene/Property Tech	Non-Exempt 8-5	\$ 35,679	\$ 36,543	\$ 37,427	\$ 38,333	\$ 39,261	\$ 40,212	\$ 41,185	\$ 42,182	\$ 43,203	\$ 44,249	\$ 45,321	\$ 46,418	\$ 47,541	\$ 48,692	\$ 49,871
Code Compliance Officer	Non-Exempt 8-5	\$ 36,033	\$ 37,043	\$ 38,082	\$ 39,150	\$ 40,248	\$ 41,377	\$ 42,537	\$ 43,730	\$ 44,956	\$ 46,217	\$ 47,513	\$ 48,845	\$ 50,215	\$ 51,623	\$ 53,071
Sr. Citizen Coordinator	Non-Exempt 8-5	\$ 36,366	\$ 37,275	\$ 38,208	\$ 39,163	\$ 40,143	\$ 41,146	\$ 42,175	\$ 43,230	\$ 44,311	\$ 45,419	\$ 46,555	\$ 47,720	\$ 48,913	\$ 50,136	\$ 51,390
Aquatics Manager	Non-Exempt 8-5	\$ 36,870	\$ 37,826	\$ 38,806	\$ 39,812	\$ 40,845	\$ 41,903	\$ 42,990	\$ 44,104	\$ 45,248	\$ 46,421	\$ 47,624	\$ 48,859	\$ 50,125	\$ 51,425	\$ 52,758
Crew Leader - PW	Non-Exempt 8-5	\$ 37,159	\$ 38,173	\$ 39,215	\$ 40,285	\$ 41,385	\$ 42,514	\$ 43,675	\$ 44,867	\$ 46,091	\$ 47,349	\$ 48,641	\$ 49,969	\$ 51,333	\$ 52,734	\$ 54,173
Exec Assistant to City Manager	Non-Exempt 8-5	\$ 37,580	\$ 38,653	\$ 39,757	\$ 40,892	\$ 42,060	\$ 43,261	\$ 44,496	\$ 45,767	\$ 47,074	\$ 48,418	\$ 49,800	\$ 51,222	\$ 52,685	\$ 54,190	\$ 55,737
Construction Tech	Non-Exempt 8-5	\$ 37,966	\$ 38,921	\$ 39,900	\$ 40,904	\$ 41,933	\$ 42,988	\$ 44,069	\$ 45,178	\$ 46,315	\$ 47,480	\$ 48,674	\$ 49,899	\$ 51,154	\$ 52,441	\$ 53,760
Exec Asst to CM/HR Analyst	Non-Exempt 8-5	\$ 39,333	\$ 40,397	\$ 41,489	\$ 42,611	\$ 43,763	\$ 44,947	\$ 46,162	\$ 47,411	\$ 48,693	\$ 50,009	\$ 51,362	\$ 52,751	\$ 54,177	\$ 55,642	\$ 57,147
Accountant	Exempt	\$ 39,333	\$ 40,149	\$ 40,982	\$ 41,833	\$ 42,701	\$ 43,587	\$ 44,492	\$ 45,415	\$ 46,357	\$ 47,319	\$ 48,301	\$ 49,303	\$ 50,327	\$ 51,371	\$ 52,437
Water Plant Supervisor	Non-Exempt 8-5	\$ 39,458	\$ 40,407	\$ 41,379	\$ 42,374	\$ 43,393	\$ 44,436	\$ 45,505	\$ 46,599	\$ 47,720	\$ 48,868	\$ 50,043	\$ 51,246	\$ 52,479	\$ 53,741	\$ 55,033
GIS Manager	Exempt	\$ 39,710	\$ 40,921	\$ 42,169	\$ 43,455	\$ 44,780	\$ 46,146	\$ 47,554	\$ 49,004	\$ 50,498	\$ 52,039	\$ 53,626	\$ 55,261	\$ 56,946	\$ 58,683	\$ 60,473
Municipal Court Administrator	Non-Exempt 8-5	\$ 40,147	\$ 41,166	\$ 42,211	\$ 43,283	\$ 44,381	\$ 45,508	\$ 46,663	\$ 47,847	\$ 49,062	\$ 50,307	\$ 51,584	\$ 52,894	\$ 54,237	\$ 55,613	\$ 57,025
Information Tech	Non-Exempt 8-5	\$ 40,752	\$ 41,778	\$ 42,829	\$ 43,907	\$ 45,012	\$ 46,145	\$ 47,306	\$ 48,497	\$ 49,717	\$ 50,968	\$ 52,251	\$ 53,566	\$ 54,914	\$ 56,296	\$ 57,713
Building Inspector	Non-Exempt	\$ 41,473	\$ 42,574	\$ 43,704	\$ 44,864	\$ 46,055	\$ 47,278	\$ 48,533	\$ 49,821	\$ 51,143	\$ 52,501	\$ 53,895	\$ 55,325	\$ 56,794	\$ 58,301	\$ 59,849

City of Stephenville  
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General

Position	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Librarian	Exempt	\$ 41,915	\$ 43,000	\$ 44,113	\$ 45,255	\$ 46,427	\$ 47,628	\$ 48,861	\$ 50,126	\$ 51,424	\$ 52,755	\$ 54,121	\$ 55,522	\$ 56,959	\$ 58,433	\$ 59,946
Customer Service Supervisor	Non-Exempt 8-5	\$ 42,430	\$ 43,647	\$ 44,898	\$ 46,186	\$ 47,510	\$ 48,873	\$ 50,274	\$ 51,716	\$ 53,199	\$ 54,724	\$ 56,294	\$ 57,908	\$ 59,569	\$ 61,277	\$ 63,034
Dispatch Supervisor	Non-Exempt 12 Hour Shift	\$ 42,892	\$ 43,959	\$ 45,053	\$ 46,173	\$ 47,322	\$ 48,499	\$ 49,706	\$ 50,942	\$ 52,210	\$ 53,509	\$ 54,840	\$ 56,204	\$ 57,602	\$ 59,035	\$ 60,504
Purchasing Manager	Exempt	\$ 43,643	\$ 44,818	\$ 46,025	\$ 47,265	\$ 48,537	\$ 49,844	\$ 51,187	\$ 52,565	\$ 53,981	\$ 55,434	\$ 56,927	\$ 58,460	\$ 60,034	\$ 61,651	\$ 63,311
Landfill Superintendent	Exempt	\$ 45,460	\$ 46,724	\$ 48,023	\$ 49,359	\$ 50,732	\$ 52,142	\$ 53,592	\$ 55,083	\$ 56,614	\$ 58,189	\$ 59,807	\$ 61,470	\$ 63,179	\$ 64,936	\$ 66,742
Main Street Manager/Tourism Manager	Non-Exempt 8-5	\$ 46,588	\$ 48,073	\$ 49,606	\$ 51,188	\$ 52,820	\$ 54,504	\$ 56,242	\$ 58,036	\$ 59,886	\$ 61,796	\$ 63,766	\$ 65,799	\$ 67,897	\$ 70,062	\$ 72,296
HR Manager	Exempt	\$ 47,889	\$ 49,130	\$ 50,402	\$ 51,708	\$ 53,047	\$ 54,421	\$ 55,831	\$ 57,277	\$ 58,761	\$ 60,283	\$ 61,845	\$ 63,447	\$ 65,090	\$ 66,776	\$ 68,506
Water/WW Superintendent	Exempt	\$ 48,647	\$ 49,842	\$ 51,066	\$ 52,320	\$ 53,605	\$ 54,921	\$ 56,270	\$ 57,652	\$ 59,068	\$ 60,519	\$ 62,005	\$ 63,528	\$ 65,088	\$ 66,686	\$ 68,324
Recreation Superintendent	Exempt	\$ 49,407	\$ 50,647	\$ 51,917	\$ 53,220	\$ 54,555	\$ 55,924	\$ 57,327	\$ 58,765	\$ 60,239	\$ 61,750	\$ 63,300	\$ 64,888	\$ 66,516	\$ 68,184	\$ 69,895
Parks Superintendent	Exempt	\$ 49,525	\$ 50,699	\$ 51,900	\$ 53,130	\$ 54,389	\$ 55,677	\$ 56,997	\$ 58,347	\$ 59,730	\$ 61,145	\$ 62,594	\$ 64,077	\$ 65,596	\$ 67,150	\$ 68,741
Accountant (Senior)	Exempt	\$ 49,977	\$ 51,213	\$ 52,480	\$ 53,778	\$ 55,108	\$ 56,472	\$ 57,868	\$ 59,300	\$ 60,767	\$ 62,270	\$ 63,810	\$ 65,389	\$ 67,006	\$ 68,664	\$ 70,362
Planner	Exempt	\$ 50,086	\$ 51,111	\$ 52,158	\$ 53,225	\$ 54,315	\$ 55,427	\$ 56,561	\$ 57,719	\$ 58,901	\$ 60,107	\$ 61,337	\$ 62,593	\$ 63,874	\$ 65,182	\$ 66,516
Street Superintendent	Exempt	\$ 50,502	\$ 51,873	\$ 53,281	\$ 54,728	\$ 56,214	\$ 57,740	\$ 59,308	\$ 60,918	\$ 62,572	\$ 64,271	\$ 66,016	\$ 67,808	\$ 69,649	\$ 71,540	\$ 73,482
Building Official	Exempt	\$ 59,050	\$ 60,378	\$ 61,735	\$ 63,123	\$ 64,543	\$ 65,994	\$ 67,478	\$ 68,995	\$ 70,546	\$ 72,133	\$ 73,754	\$ 75,413	\$ 77,108	\$ 78,842	\$ 80,615
IT Manager	Exempt	\$ 59,327	\$ 60,917	\$ 62,549	\$ 64,225	\$ 65,946	\$ 67,713	\$ 69,527	\$ 71,390	\$ 73,303	\$ 75,267	\$ 77,284	\$ 79,355	\$ 81,481	\$ 83,664	\$ 85,906
Assistant Finance Director	Exempt	\$ 64,718	\$ 66,651	\$ 68,641	\$ 70,691	\$ 72,802	\$ 74,976	\$ 77,215	\$ 79,521	\$ 81,896	\$ 84,342	\$ 86,861	\$ 89,455	\$ 92,126	\$ 94,878	\$ 97,711
Asst Director of Public Works	Exempt	\$ 69,056	\$ 71,391	\$ 73,805	\$ 76,301	\$ 78,881	\$ 81,548	\$ 84,305	\$ 87,156	\$ 90,103	\$ 93,150	\$ 96,299	\$ 99,556	\$ 102,922	\$ 106,402	\$ 110,000
Construction Supervisor	Non-Exempt 8-5	data unavailable at this time														
Project Manager	Non-Exempt 8-5	data unavailable at this time														

City of Stephenville  
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Fire

Position	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Fire Cadet	Non-Exempt Shift 48/96 18 day w/OT	\$ 40,802	\$ 43,260								
FireFighter/EMT	Non-Exempt Shift 48/96 18 day w/OT	\$ 45,336	48,067	\$ 49,655	\$ 51,295	\$ 52,990	\$ 54,740	\$ 56,548	\$ 58,416	\$ 60,346	\$ 60,740
Fire Lieutenant	Non-Exempt Shift 48/96 18 day w/OT	\$ 59,171	\$ 60,239	\$ 61,326	\$ 62,433	\$ 63,560	\$ 64,707	\$ 65,875	\$ 67,063	\$ 68,274	\$ 69,506
Fire Inspector	Non-Exempt 8-5	\$ 59,176	\$ 61,329	\$ 63,560	\$ 65,872	\$ 68,268	\$ 70,752	\$ 73,326	\$ 75,993	\$ 78,758	\$ 81,623
Fire Captain	Non-Exempt Shift 48/96 18 day w/OT	\$ 65,520	\$ 66,757	\$ 68,017	\$ 69,300	\$ 70,608	\$ 71,941	\$ 73,299	\$ 74,682	\$ 76,092	\$ 77,528
Training Captain	Non-Exempt 8-5	\$ 65,520	\$ 66,757	\$ 68,017	\$ 69,300	\$ 70,608	\$ 71,941	\$ 73,299	\$ 74,682	\$ 76,092	\$ 77,528
Fire Marshal	Non-Exempt 8-5	\$ 66,982	\$ 69,741	\$ 72,613	\$ 75,604	\$ 78,717	\$ 81,959	\$ 85,335	\$ 88,850	\$ 92,509	\$ 96,319
Fire Battalian Chief	Non-Exempt Shift 48/96 18 day w/OT	\$ 74,346	\$ 75,807	\$ 77,297	\$ 78,816	\$ 80,366	\$ 81,945	\$ 83,556	\$ 85,198	\$ 86,873	\$ 88,580
Assistant Fire Chief	Non-Exempt Shift 48/96 18 day w/OT	\$ 83,171	\$ 85,619	\$ 88,138	\$ 90,732	\$ 93,402	\$ 96,151	\$ 98,981	\$ 101,894	\$ 104,892	\$ 107,979

City of Stephenville  
 Proposed Pay Plan Effective 04/02/2022

Police

Position	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Dispatcher	Non-Exempt 12 Hour Shift	\$ 34,860	\$ 37,749	\$ 39,456	\$ 41,240	\$ 43,106	\$ 45,055	\$ 47,092	\$ 49,222	\$ 51,448	\$ 51,905
Police Cadet	Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 43,947									
Police Officer/Investigator	Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 48,830	\$ 52,174	\$ 53,931	\$ 55,747	\$ 57,625	\$ 59,566	\$ 61,572	\$ 63,645	\$ 65,789	\$ 68,005
Police Sergeant	Non-Exempt 8-5 80/14 Day Cycle 12 Hour Shift	\$ 63,748	\$ 64,909	\$ 66,091	\$ 67,295	\$ 68,521	\$ 69,769	\$ 71,040	\$ 72,334	\$ 73,651	\$ 74,993
Police Lieutenant	Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 71,606	\$ 72,416	\$ 73,235	\$ 74,063	\$ 74,901	\$ 75,748	\$ 76,604	\$ 77,471	\$ 78,347	\$ 79,233
Police Captain	Exempt	\$ 78,823	\$ 80,457	\$ 82,125	\$ 83,827	\$ 85,565	\$ 87,339	\$ 89,149	\$ 90,997	\$ 92,884	\$ 94,809

City of Stephenville  
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Executive

Position	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
City Secretary	Exempt	\$ 62,926	\$ 64,533	\$ 66,181	\$ 67,872	\$ 69,605	\$ 71,383	\$ 73,206	\$ 75,076	\$ 76,994	\$ 78,960	\$ 80,977	\$ 83,045	\$ 85,166	\$ 87,341	\$ 89,572
Director of Public Works/Utilities	Exempt	\$ 73,954	\$ 76,276	\$ 78,670	\$ 81,140	\$ 83,687	\$ 86,315	\$ 89,024	\$ 91,819	\$ 94,702	\$ 97,675	\$ 100,741	\$ 103,904	\$ 107,166	\$ 110,530	\$ 114,000
Development Services Director	Exempt	\$ 74,334	\$ 76,512	\$ 78,753	\$ 81,060	\$ 83,435	\$ 85,879	\$ 88,395	\$ 90,984	\$ 93,650	\$ 96,393	\$ 99,217	\$ 102,123	\$ 105,115	\$ 108,194	\$ 111,364
Leisure Services Director	Exempt	\$ 74,953	\$ 77,189	\$ 79,493	\$ 81,864	\$ 84,307	\$ 86,823	\$ 89,413	\$ 92,081	\$ 94,828	\$ 97,658	\$ 100,572	\$ 103,573	\$ 106,663	\$ 109,845	\$ 113,123
Finance Director	Exempt	\$ 86,089	\$ 88,545	\$ 91,071	\$ 93,669	\$ 96,341	\$ 99,089	\$ 101,916	\$ 104,824	\$ 107,814	\$ 110,890	\$ 114,053	\$ 117,307	\$ 120,653	\$ 124,095	\$ 127,635
Police Chief	Exempt	\$ 86,089	\$ 88,670	\$ 91,328	\$ 94,066	\$ 96,886	\$ 99,790	\$ 102,782	\$ 105,863	\$ 109,037	\$ 112,305	\$ 115,672	\$ 119,140	\$ 122,711	\$ 126,390	\$ 130,179
Fire Chief	Exempt	\$ 87,914	\$ 90,365	\$ 92,884	\$ 95,473	\$ 98,134	\$ 100,870	\$ 103,682	\$ 106,572	\$ 109,543	\$ 112,597	\$ 115,735	\$ 118,962	\$ 122,278	\$ 125,686	\$ 129,190
Assistant City Manager	Exempt	\$ 100,801	\$ 103,745	\$ 106,774	\$ 109,892	\$ 113,101	\$ 116,404	\$ 119,803	\$ 123,301	\$ 126,902	\$ 130,608	\$ 134,422	\$ 138,347	\$ 142,387	\$ 146,545	\$ 150,824
City Manager	Exempt	\$ 123,445	\$ 127,088	\$ 130,838	\$ 134,699	\$ 138,674	\$ 142,766	\$ 146,979	\$ 151,317	\$ 155,782	\$ 160,379	\$ 165,112	\$ 169,984	\$ 175,000	\$ 180,164	\$ 185,481

03/29/2022 - Stephenville City Council Personnel Committee

Guidelines to be used in evaluation of City Manager applications to be considered for further evaluation.

- Proven inspirational leader with experience building efficient teams across all departments that are empowered to utilize their skills and ideas to achieve organizational goals.
- Enthusiastically interested and experienced with significant growth and development and understands the challenges and opportunities in working with our partner entities (County, TSU, engineering partners, etc.)
- Exhibits qualities of a visionary, strategic thinker with a business/entrepreneurial mindset with demonstrated ability to identify a clear direction and ability to see a plan through.
- Demonstrated history of being fully engaged and visible in communities they have served.
- Demonstrates a history of having a high level of written and verbal communication skills internal and external to their organization.
- Illustrates experience across a variety of infrastructure planning and expansion projects to include experience with grant administration and other varieties of financing opportunities available.

Other qualities to consider:

Experience in conflict resolution

Experience within Texas

Experience building partnership and alliances with other groups

Understands the importance of a well-informed council and citizenry



## COMMITTEE REPORT

**REPORT TYPE:** Finance Committee Report

**MEETING:** March 29, 2022

**Present:** Justin Haschke, chair; Brandon Huckabee, Ricky Thurman

**Absent:** Brady Pendleton

**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

### DESIGNATION OF PERSONNEL WITH BANKING CONTROL AND SIGNING AUTHORITY :

The First Financial Bank requirement to have a resolution designating the City personnel, by name, who will have the various levels of authority in regards to the City's bank accounts was presented.

The motion was made to forward to Council for approval a resolution designating Allen Barnes, City Manager, and Monica Harris, Finance Director, with full banking control, which includes signature authority, the ability to open accounts, as well as the ability to designate other staff authority; designating Staci King, City Secretary, and Lisa Slemmons, Senior Accountant, with signature authority; and designating Deanna Saucedo, Accountant, for inquiry authority. The motion was seconded and passed unanimously.

### EMPLOYEE BENEFITS PACKAGE:

The insurance renewal premiums were presented and discussed.

The motion was made to forward to Council to renew the Blue Cross Blue Shield HSA plan only with a total employer contribution of \$38,000 to HSA accounts. The motion was seconded and passed unanimously.

### PROPOSED STEP PLAN:

Councilman Thurman presented the proposed step plan for fiscal year 2021-2022. The affordability of the plan was also discussed.

The motion was made to forward to Council the proposed step plan for approval. The motion was seconded and passed unanimously.





## CITY OF STEPHENVILLE RECOMMENDATIONS 2022

The following summarizes the results of our marketing effort and focuses on the recommended providers for the City.

**Medical Current Plans with Blue Cross Blue Shield of Texas. TML, Cigna, EMI Health, Scott & White declined to quote.**

### MEDICAL - BLUE CROSS BLUE SHIELD OF TEXAS

- \* Initial Renewal Offer was a rate increase of 9.9%
- \* 64% Loss Ratio at time of renewal
- \* Shopped the market and received proposals from United Healthcare and Aetna
- \* UHC came in with a 6% increase over current rates with comparable plans. Aetna was uncompetitive with similar plans.
- \* BCBS reduced their renewal offer to 5% above current as their Best and Final Offer.
- \* Bundled discount with ancillary products (Dental, Vision, Life, and Disability) will reduce medical premiums by 3.5%
- \* **BCBS net increase for the 2022-2023 plan year will be 1.36% over current rates if all ancillary products remain in place.**
- \* **Illustrated numbers below reflect the projected discount including dental, basic life, vol. life, std, ltd and vision**
- \* The applied estimated discounts are: Dental 2%, std & ltd .5%, vision .5%, life and vol. life .5%
- \* UHC offers various plan designs and limited network (EPO & HMO) options that could hold rates flat or reduce cost; however, there would be unnecessary coverage disruption. UHC Navigate HMO option requires PCP designation and referral for specialist.
- \* Recommend renewing with BCBS of Texas. Two plans currently in force: \$3000 HSA-qualified plan and \$3000 PPO copay plan. Last year, the City funded 100% of the Employee Only premium for the HSA plan and changed the PPO Copay plan to a "buy up" option, only available to those who were already enrolled in that plan.
- \* Considerations: HSA-qualified Medical Plan - Will the City contribute to the Health Savings Accounts? How much?

### Dental

- \* Blue Cross Blue Shield Ancillary offered a rate pass on the Dental plan - No Change in rates
- \* The City receives a 2% discount on medical premiums to keep dental with BCBS Ancillary. (Approx \$18266 value)

### Vision

- \* Voluntary Vision - Under a rate guarantee with BCBS Ancillary until 5/1/2025
- \* Bundle discount = 0.5% (Approx \$457 value). Not available as a Stand Alone option with other carriers.

### Life & Disability

- \* BCBS Ancillary - Life and Disability products - Under a rate guarantee until 5/1/2023
- \* Bundle discount = 0.5% (Life and Voluntary Life) and 0.5% (Voluntary LTD and Voluntary STD). Approx value = \$9,133

	Current Cost PEPM	New Cost PEPM	Net Change in Cost
<b>City Cost Scenario</b>			
<b>Recommendations:</b>			
> BCBS with NO changes to deductible, OOP and RX	\$420.28	\$425.85	\$5.57
> Dental - Renew with NO changes (2% discount on medical)	\$24.04	\$24.04	\$0.00
> Vision - Renew with NO changes (0.5% discount on medical)	\$7.60	\$7.60	\$0.00
> Basic Life/AD&D (Vol Life/AD&D - No cost to City) = 0.5% discount on medical	\$3.68	\$3.68	\$0.00
> Voluntary LTD / Voluntary STD (No cost to City) = 0.5% discount on medical	\$0.00	\$0.00	\$0.00
> New Benefits - Telemedicine/Advocacy/Discount Services	\$7.50	\$7.50	\$0.00
Net Cost Change to the City	\$463.10	\$468.67	\$5.57
		101.2%	
> Proposed Responder Health program for First Responders (approx 88 inc dispatchers)		\$5.00	
> HSA Employer Contributions	\$125.00	\$0.00	\$0.00

SUMMARY REPORT FOR CITY OF STEPHENVILLE  
EPO/PPO COPAY PLANS VS HSA-QUALIFIED PPO PLAN

UHC PREMIUMS VS CLAIMS HISTORY

OVERALL EXPERIENCE:

Year/Month	Members	Subscribers	Premium	Premium DMDM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments DMDM	12 Month Rolling Average PMPM
2019-12	192	138	\$96,288	\$501.50	\$58,734	\$3,549	\$14,090	\$76,373	79.3%	\$397.78	
2020-01	191	138	\$95,809	\$501.62	\$16,089	\$3,512	\$15,392	\$34,993	36.5%	\$183.21	
2020-02	189	136	\$95,559	\$505.60	\$33,083	\$3,476	\$12,383	\$48,942	51.2%	\$258.95	
2020-03	189	136	\$95,523	\$505.41	\$13,932	\$3,476	\$10,126	\$27,533	28.8%	\$145.68	
2020-04	186	133	\$93,780	\$504.20	\$12,515	\$3,421	\$10,819	\$26,754	28.5%	\$143.84	
2020-05	177	133	\$80,174	\$452.96	\$39,130	\$3,255	\$9,690	\$52,075	65.0%	\$294.21	
2020-06	174	132	\$87,117	\$500.67	\$11,949	\$3,200	\$16,763	\$31,911	36.6%	\$183.40	
2020-07	171	129	\$85,443	\$499.67	\$26,709	\$3,425	\$16,185	\$46,319	54.2%	\$270.87	
2020-08	175	128	\$86,403	\$493.73	\$24,690	\$3,505	\$14,303	\$42,499	49.2%	\$242.85	
2020-09	179	131	\$88,415	\$493.94	\$30,098	\$3,585	\$11,691	\$45,375	51.3%	\$253.49	
2020-10	176	131	\$86,611	\$492.11	\$58,831	\$3,545	\$11,017	\$73,394	84.7%	\$417.01	
2020-11	176	132	\$86,642	\$492.28	\$16,715	\$3,525	\$13,910	\$34,150	39.4%	\$194.04	\$248.42

Total by Experience Period

Current Period	2,175	1,597	\$1,077,764		\$342,475	\$41,475	\$156,367	\$540,317	50.1%	\$248.42
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Average Membership/PMPM Premium and Payments by Experience Period

Current Period	181	133	\$495.52		\$157.46	\$19.07	\$71.89	\$248.42
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OLD EPO COPAY PLAN:

Year/Month	Members	Subscribers	Premium	Premium DMDM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments DMDM	12 Month Rolling Average PMPM
2019-12	12	11	\$8,309	\$692.44	\$2,186	\$221	\$1,782	\$4,189	50.4%	\$349.11	
2020-01	12	11	\$8,309	\$692.44	\$7,344	\$221	\$1,365	\$8,929	107.5%	\$744.09	
2020-02	12	11	\$8,309	\$692.44	\$582	\$221	\$1,177	\$1,980	23.8%	\$164.97	
2020-03	12	11	\$8,309	\$692.44	\$1,180	\$221	\$508	\$1,909	23.0%	\$159.05	
2020-04	12	11	\$8,309	\$692.44	\$542	\$221	\$546	\$1,309	15.7%	\$109.06	

Total by Experience Period

Current Period	60	55	\$41,546		\$11,833	\$1,103	\$5,379	\$18,315	44.1%	\$305.25
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Average Membership/PMPM Premium and Payments by Experience Period

Current Period	12	11	\$692.44		\$197.22	\$18.39	\$89.64	\$305.25
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ANDQ PRIMARY ADVANTAGE COPAY PLAN:

Year/Month	Members	Subscribers	Premium	Premium DMDM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments DMDM	12 Month Rolling Average PMPM
2019-12	119	80	\$57,855	\$486.17	\$54,551	\$2,207	\$7,560	\$64,318	111.2%	\$540.48	
2020-01	117	79	\$56,830	\$485.73	\$7,436	\$2,152	\$5,860	\$15,448	27.2%	\$132.04	
2020-02	118	78	\$57,542	\$487.64	\$7,664	\$2,170	\$6,682	\$16,516	28.7%	\$139.96	
2020-03	117	77	\$56,961	\$486.84	\$7,782	\$2,152	\$5,109	\$15,043	26.4%	\$128.58	
2020-04	114	74	\$55,218	\$484.37	\$2,866	\$2,096	\$5,376	\$10,339	18.7%	\$90.69	
2020-05	114	79	\$51,515	\$451.89	\$32,847	\$2,096	\$4,240	\$39,183	76.1%	\$343.71	
2020-06	110	77	\$54,915	\$499.23	\$5,383	\$2,023	\$9,409	\$16,815	30.6%	\$152.86	
2020-07	108	75	\$53,776	\$497.93	\$24,315	\$2,163	\$9,002	\$35,481	66.0%	\$328.52	
2020-08	105	72	\$52,068	\$495.89	\$5,049	\$2,103	\$6,263	\$13,415	25.8%	\$127.76	
2020-09	105	72	\$52,068	\$495.89	\$23,523	\$2,103	\$4,008	\$29,634	56.9%	\$282.23	
2020-10	99	69	\$48,659	\$491.51	\$16,329	\$1,983	\$3,200	\$21,512	44.2%	\$217.30	
2020-11	96	67	\$47,086	\$490.48	\$5,967	\$1,923	\$5,637	\$13,528	28.7%	\$140.91	\$220.30

Total by Experience Period

Current Period	1,322	899	\$644,492		\$193,714	\$25,171	\$72,346	\$291,231	45.2%	\$220.30
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Average Membership/PMPM Premium and Payments by Experience Period

Current Period	110	75	\$487.51		\$146.53	\$19.04	\$54.72	\$220.30
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UHC H.S.A.- QUALIFIED PLAN:

Year/Month	Members	Subscribers	Premium	Premium DMDM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments DMDM	12 Month Rolling Average PMPM
2019-12	61	47	\$30,124	\$493.84	\$1,997	\$1,122	\$4,747	\$7,866	26.1%	\$128.95	
2020-01	62	48	\$30,670	\$494.68	\$1,309	\$1,140	\$8,167	\$10,616	34.6%	\$171.23	
2020-02	59	47	\$29,708	\$503.52	\$24,837	\$1,085	\$4,524	\$30,446	102.5%	\$516.04	
2020-03	60	48	\$30,253	\$504.22	\$4,969	\$1,103	\$4,509	\$10,581	35.0%	\$176.35	
2020-04	60	48	\$30,253	\$504.22	\$9,107	\$1,103	\$4,896	\$15,107	49.9%	\$251.78	
2020-05	63	54	\$28,659	\$454.90	\$6,283	\$1,159	\$5,450	\$12,892	45.0%	\$204.63	
2020-06	64	55	\$32,202	\$503.16	\$6,566	\$1,177	\$7,354	\$15,096	46.9%	\$235.88	
2020-07	63	54	\$31,667	\$502.66	\$2,393	\$1,262	\$7,183	\$10,838	34.2%	\$172.03	
2020-08	70	56	\$34,335	\$490.50	\$19,641	\$1,402	\$8,041	\$29,083	84.7%	\$415.48	
2020-09	74	59	\$36,347	\$491.18	\$6,575	\$1,482	\$7,683	\$15,741	43.3%	\$212.71	
2020-10	77	62	\$37,952	\$492.88	\$42,502	\$1,562	\$7,817	\$51,882	136.7%	\$673.79	
2020-11	80	65	\$39,556	\$494.45	\$10,748	\$1,602	\$8,272	\$20,623	52.1%	\$257.78	\$291.01

Total by Experience Period

Current Period	793	643	\$391,726		\$136,928	\$15,200	\$78,643	\$230,771	58.9%	\$291.01
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Average Membership/PMPM Premium and Payments by Experience Period

Current Period	66	54	\$493.98		\$172.67	\$19.17	\$99.17	\$291.01
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SUMMARY REPORT FOR CITY OF STEPHENVILLE  
 PPO COPAY PLANS VS HSA-QUALIFIED PPO PLAN  
 10 MONTH REPORTING PERIOD: 5/1/2021 - 02/28/2022

BCBS CLAIMS ACTIVITY BY PLAN TYPE - PLAN COMPARISON

Patient Relationship	Avg Medical Subscribers (EEs)	Avg Medical Members (ALL)	First Date of Service	Last Date of Service	EST PREMIUM	Billed Claims Amount	Coinsurance Amount	Deductible Amount	Copay Amount	Patient Share		RX Total Cost	AVG PMPM	PLAN LOSS RATIO
										Amount (Claim)	Paid Amount			
PPO COPAY PLAN	26	30	5/6/2021	2/23/2022	\$137,939.30	\$350,689.14	\$3,704.69	\$18,586.57	\$8,110.34	\$30,401.60	\$90,514.13	\$51,157.42	\$301.71	16%
HSA PPO PLAN	113	151	5/1/2021	2/17/2022	\$582,792.80	\$1,564,506.21	\$33,853.90	\$106,940.34	\$1,248.33	\$142,042.57	\$482,365.00	\$124,299.47	\$319.45	83%
<b>COMBINED TOTALS</b>	<b>139</b>	<b>181</b>	<b>5/1/2021</b>	<b>2/28/2022</b>	<b>\$720,732.10</b>	<b>\$1,915,195.35</b>	<b>\$37,558.59</b>	<b>\$125,526.91</b>	<b>\$9,358.67</b>	<b>\$172,444.17</b>	<b>\$572,879.13</b>	<b>\$175,456.89</b>	<b>\$316.51</b>	79%
<i>Loss Ratio at renewal review</i>													64.50%	

City of Stephenville  
 Medical Insurance Comparison for Health Insurance Plan Year 2022-2023

Current Base Plan - BCBS 3000 Health Savings Account							
	# Covered	Per Month		Annual Cost	Annual HSA Contribution \$1,500	Employee Cost	
		City	Total				
Employee	96	\$ 420.28	\$ 40,346.88	\$ 484,162.56	\$ 144,000.00	\$ -	
Employee + Spouse	2	420.28	840.56	10,086.72	3,000.00	\$ 614.21	
Employee + Children	9	420.28	3,782.52	45,390.24	13,500.00	\$ 320.90	
Employee + Family	6	420.28	2,521.68	30,260.16	9,000.00	\$ 934.84	
<b>Total</b>	<b>113</b>		<b>\$ 47,491.64</b>	<b>\$ 569,899.68</b>	<b>\$ 169,500.00</b>		

Proposed Base Plan - BCBS 3000 Health Savings Account 1.5% Increase							
	# Covered	Per Month		Annual Cost	Annual HSA Contribution \$0	Employee Cost	
		City	Cost				Increase
Employee	96	\$ 425.85	\$ 40,881.60	\$ 490,579.20	-	\$ -	\$ -
Employee + Spouse	2	425.85	851.70	10,220.40	-	\$ 622.35	\$ 8.14
Employee + Children	9	425.85	3,832.65	45,991.80	-	\$ 325.15	\$ 4.25
Employee + Family	6	425.85	2,555.10	30,661.20	-	\$ 947.23	\$ 12.39
<b>Total</b>	<b>113</b>		<b>\$ 48,121.05</b>	<b>\$ 577,452.60</b>	<b>\$ -</b>		
Increase in cost to City				\$ 7,552.92	\$ (169,500.00)		

Current Buy Up Plan - BCBS 3000 PPO						
	# Covered	Per Month		Annual Cost	Employee Cost	
		City	Cost			
Employee	20	\$ 420.28	\$ 8,405.60	\$ 100,867.20	\$ 36.27	
Employee + Spouse	2	420.28	840.56	10,086.72	\$ 703.49	
Employee + Children	3	420.28	1,260.84	15,130.08	\$ 384.85	
Employee + Family	1	420.28	420.28	5,043.36	\$ 1,051.80	
<b>Total</b>	<b>26</b>		<b>\$ 10,927.28</b>	<b>\$ 131,127.36</b>		

Proposed Buy Up Plan - BCBS 3000 PPO							
	# Covered	Per Month		Annual Cost	Employee Cost		
		City	Cost				
Employee	20	\$ 425.85	\$ 8,517.00	\$ 102,204.00	\$ 36.75		
Employee + Spouse	2	425.85	851.70	10,220.40	\$ 712.81	\$ 9.32	
Employee + Children	3	425.85	1,277.55	15,330.60	\$ 389.95	\$ 5.10	
Employee + Family	1	425.85	425.85	5,110.20	\$ 1,065.74	\$ 13.94	
<b>Total</b>	<b>26</b>		<b>\$ 11,072.10</b>	<b>\$ 132,865.20</b>			
Increase in cost to City				\$ 1,737.84			

**City of Stephenville  
Medical Insurance Comparison for Health Insurance Plan Year 2022-2023**

<b>Employees Opting Out - Current</b>				
	# Covered	Per Month		Annual
		City	Cost	Cost
Employee - on Medicare plan	4	\$ 420.28	\$ 1,681.12	\$ 20,173.44
Employee- on non-Medicare plan	19	\$ 210.14	\$ 3,992.66	\$ 47,911.92
<b>Total</b>	<b>23</b>		<b>\$ 5,673.78</b>	<b>\$ 68,085.36</b>

<b>Employees Opting Out - Proposed</b>				
	# Covered	Per Month		Annual
		City	Cost	Cost
Employee - on Medicare plan	4	\$ 425.85	\$ 1,703.40	\$ 20,440.80
Employee- on non-Medicare plan	19	\$ 212.93	\$ 4,045.58	\$ 48,546.90
<b>Total</b>	<b>23</b>		<b>\$ 5,748.98</b>	<b>\$ 68,987.70</b>
Increase in cost to City				<u>\$ 902.34</u>

				Current	Proposed	Inc/(Dec)
Total City Cost for all plans	162			\$ 769,112.40	\$ 779,305.50	\$ 10,193.10
Positions vacant	14			\$ 70,607.04	\$ 71,542.80	\$ 935.76
Dental	pppm 176	\$ 24.04		\$ 50,772.48	\$ 50,772.48	\$ -
New Benefits Teledoc + other	pppm 176	\$ 7.50		\$ 15,840.00	\$ 15,840.00	\$ -
New Basic Life/AD&D Employer Paid	pppm 176	\$ 3.68		\$ 7,772.16	\$ 7,772.16	\$ -
COBRA Administration	pppm 153	\$ 0.70		\$ 1,285.20	\$ 1,285.20	\$ -
HSA Administration	pppm 127	\$ 2.00		\$ 3,048.00	\$ 3,048.00	\$ -
FSA Administration	pppm 26	\$ 4.15		\$ 1,294.80	\$ 1,294.80	\$ -
Wellsprings Insurance Benefits Consultant				\$ 30,000.00	\$ 30,000.00	\$ -
HSA Contributions*				\$ 169,500.00	\$ 38,000.00	\$ (131,500.00)
<b>Total City Cost for insurance</b>				<u>1,119,232.08</u>	<u>\$ 998,860.94</u>	<u>\$ (120,371.14)</u>
Baseline Insurance				\$ 1,200,000.00	\$ 1,200,000.00	
Variance from Baseline				\$ 80,767.92	\$ 201,139.06	
Reduce by 9.9% maximum health insurance increase for year 2				\$ 83,132.22	\$ 84,233.98	
Amount Available for additional HSA Contributions				\$ (2,364.30)	\$ 116,905.08	

\*HSA Contributions for 21-22 were to pay \$300 HSA advance & \$50 per pay period 2 x a month for a total of 21-22  
 \*HSA Contributions for 22-23 are recommended at \$38,000 total for the year

Total Monthly Premium	Employer Contribution	Employee Monthly Cost	Payroll Deduction (24 Payroll Deductions)
<b>3000 HSA Plan - Blue Choice Network</b>			
\$425.85	\$425.85	\$0.00	\$0.00
\$1,048.20	\$425.85	\$622.35	\$311.18
\$751.00	\$425.85	\$325.15	\$162.58
\$1,373.08	\$425.85	\$947.23	\$473.62
<b>3000 PPO Plan - Blue Choice Network</b>			
\$462.60	\$425.85	\$36.75	\$18.38
\$1,138.66	\$425.85	\$712.81	\$356.41
\$815.80	\$425.85	\$389.95	\$194.98
\$1,491.59	\$425.85	\$1,065.74	\$532.87
<b>BCBS DTNHR33 Dental</b>			
\$24.04	\$24.04	\$0.00	\$0.00
\$53.11	\$24.04	\$29.07	\$14.54
\$61.58	\$24.04	\$37.54	\$18.77
\$93.31	\$24.04	\$69.27	\$34.64
<b>EyeMed Vision</b>			
\$7.60	\$0.00	\$7.60	\$3.80
\$14.44	\$0.00	\$14.44	\$7.22
\$15.20	\$0.00	\$15.20	\$7.60
\$22.35	\$0.00	\$22.35	\$11.18
<b>BCBS Ancillary Rates:</b>			
Basic Life per \$1000	\$0.116		
AD&D per \$1000	\$0.031		
STD per \$10 Weekly Benefit	See Rate Chart		
LTD per \$100 Covered Payroll	See Rate Chart		
Voluntary Life/ AD&D	See Rate Chart		
		<b>New Benefits</b>	\$7.50 PEPM

**VOLUNTARY LTD - BCBS ANCILLARY**

Monthly Rate per \$100 of Covered Payroll	
Age	Rate
Under 20	\$0.140
20-24	\$0.140
25-29	\$0.170
30-34	\$0.250
35-39	\$0.380
40-44	\$0.550
45-49	\$0.800
50-54	\$1.050
55-59	\$1.270
60+	\$1.130

**VOLUNTARY STD - BCBS ANCILLARY**

Monthly Rate per \$10 of Weekly Benefit	
Age	Rate
Under 20	\$0.253
20-24	\$0.253
25-29	\$0.253
30-34	\$0.253
35-39	\$0.253
40-44	\$0.274
45-49	\$0.274
50-54	\$0.316
55-59	\$0.316
60+	\$0.398

**VOLUNTARY LIFE / AD&D RATE CHART**

Employee Supplemental Life/AD&D Monthly rates per \$1,000	
Age	Rates
Under 20	\$0.108
20-24	\$0.108
25-29	\$0.108
30-34	\$0.108
35-39	\$0.127
40-44	\$0.167
45-49	\$0.255
50-54	\$0.363
55-59	\$0.569
60-64	\$0.736
65-69	\$1.306
70-74	\$2.967
75+	\$5.983

Dependent Life (Children) Monthly Premium per Family Life/AD&D	
Premium	Life/AD&D
\$1,000	\$0.23
\$10,000	\$2.26

Spouse Supplemental Life/AD&D Monthly rates per \$1,000	
Age	Rates
Under 20	\$0.108
20-24	\$0.108
25-29	\$0.108
30-34	\$0.108
35-39	\$0.127
40-44	\$0.167
45-49	\$0.255
50-54	\$0.363
55-59	\$0.569
60-64	\$0.736
65-69	\$1.306
70-74	\$2.967
75+	\$5.983

Dependent Life (Children) Monthly Premium per Family Life/AD&D	
Premium	Life/AD&D
\$1,000	\$0.23
\$10,000	\$2.26

# CITY OF STEPHENVILLE - MAY 1, 2022

## MEDICAL PLAN ANALYSIS - BLUE CROSS BLUE SHIELD



	CURRENT PLANS		FINAL BAFO w / ANCILLARY DICOUSNTS	
	BCBS 3000 HSA	BCBS 3000 PPO	BCBS 3000 HSA	BCBS 3000 PPO
Coinsurance	80% / 50%	80% / 50%	80% / 50%	80% / 50%
Deductible Ind/Fam	\$3000/\$6000	\$3000/\$6000	\$3000/\$6000	\$3000/\$6000
Office Copay	20% AD	\$0/\$100	20% AD	\$0/\$100
RX Copay	\$10/\$35/\$60 AD	\$250 Ded \$5/\$50/\$100/\$250	\$10/\$35/\$60 AD	\$250 Ded \$5/\$50/\$100/\$250
RX Deductible		\$250		\$250
Urgent Care/ER	80% AD	\$50/\$250+20%	80% AD	\$50/\$250+20%
Coinsurance/ OOP Max	\$6350/\$12,700	\$6500/\$13,000	\$6350/\$12,700	\$6500/\$13,000
<b>Total Employee Count:</b>	<b>139</b>		<b>139</b>	
Employee Only	96	20	96	20
Employee Spouse	2	2	2	2
Employee Child(ren)	9	3	9	3
Employee Family	6	1	6	1
	113	26	113	26
<b>Billed Rates:</b>				
Employee Only	\$420.28	\$456.55	\$425.85	\$462.60
Employee Spouse	\$1,034.49	\$1,123.77	\$1,048.20	\$1,138.66
Employee Child(ren)	\$741.18	\$805.13	\$751.00	\$815.80
Employee Family	\$1,355.12	\$1,472.08	\$1,373.08	\$1,491.59
<b>Total Percent Change</b>			<b>1.33%</b>	<b>1.33%</b>
Total Monthly Premium	\$57,217.20	\$15,266.01	\$57,975.48	\$15,468.31
Total Annual Premium	\$686,606.40	\$183,192.12	\$695,705.76	\$185,619.72
<b>Combined Annual Premium</b>	<b>\$869,798.52</b>		<b>\$881,325.48</b>	
\$ Change in Premium			<b>\$11,526.96</b>	
% Change in Premium			<b>1.33%</b>	
<b>City Annual Premium Cost</b>	<b>\$701,027.04</b>		<b>\$710,317.80</b>	
<b>Change in City Cost</b>			<b>\$9,290.76</b>	
<b>City HSA Contribution \$1500</b>	<b>\$169,500.00</b>			
<b>Total Medical Cost to City</b>	<b>\$870,527.04</b>		<b>\$710,317.80</b>	
<b>Employer Monthly Cost by Coverage Tier</b>				
Employee Only	\$420.28	\$420.28	\$425.85	\$425.85
Employee Spouse	\$420.28	\$420.28	\$425.85	\$425.85
Employee Child(ren)	\$420.28	\$420.28	\$425.85	\$425.85
Employee Family	\$420.28	\$420.28	\$425.85	\$425.85
<b>Employee Cost Per Month</b>				
Employee Only	\$0.00	\$36.27	\$0.00	\$36.75
Employee Spouse	\$614.21	\$703.49	\$622.35	\$712.81
Employee Child(ren)	\$320.90	\$384.85	\$325.15	\$389.95
Employee Family	\$934.84	\$1,051.80	\$947.23	\$1,065.74



## STAFF REPORT

**SUBJECT:** Monthly Budget Report for the period Ending February 28, 2022

**DEPARTMENT:** Finance

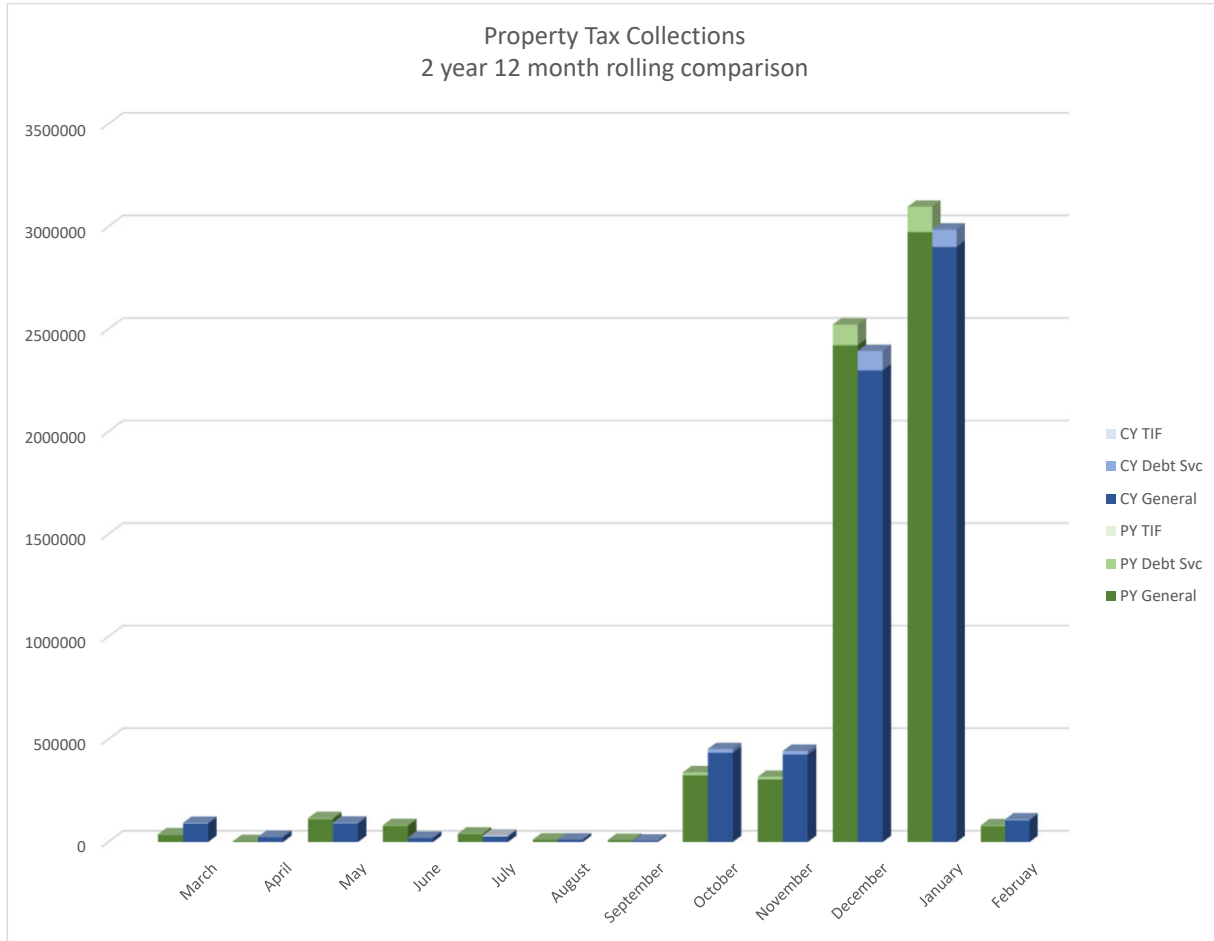
**STAFF CONTACT:** Monica Harris

### BACKGROUND:

In reviewing the financial statements ending February 28, 2022, the financial indicators are overall as or better than anticipated.

- **Property Tax**  
We received \$110K in property taxes in the month of February, resulting in \$29K or .46% increase over funds collected last fiscal year to date. The amount collected is 94.14% of budget, which is 1.15% or \$78K less than anticipated.
- **Sales Tax**  
We received \$777K in sales tax in February, resulting in \$210K or 6.3% more than the funds collected last fiscal year to date. The amount collected is 48.42% of the \$7.3 million budgeted, which is 5.21% higher than anticipated. February 2021 was an anomaly, since it contained \$276K in audit collections. Adjusting for the audit collections, the February 2022 collections were 16% higher than February 2021.
- **Revenue (Budgetary comparison)**  
The target budget for operating revenue is \$15.2 million. We received \$16.7 million in operating revenue fiscal year to date, resulting in \$1.5 million over the target budget due to sales taxes, service charges, and other income.
- **Expenditures (Budgetary comparison)**  
The target budget for operating expenditures is \$9.5 million. We expended \$8.5 million in operating expenditures fiscal year to date, resulting in \$987K under the target budget.
- **Revenue (Prior year comparison)**  
Operating revenue received last year was \$15 million as compared to the current year's \$16.7 million, resulting in a \$1.7 million increase due to property tax, sales taxes, franchise taxes, hotel occupancy taxes, sports venue taxes, service charges, and other income.
- **Expenditures (Prior year comparison)**  
Operating expenditures last year were \$8.4 million as compared to the current year's \$8.5 million, resulting in a \$105K increase due to personnel, outside professional services and maintenance.

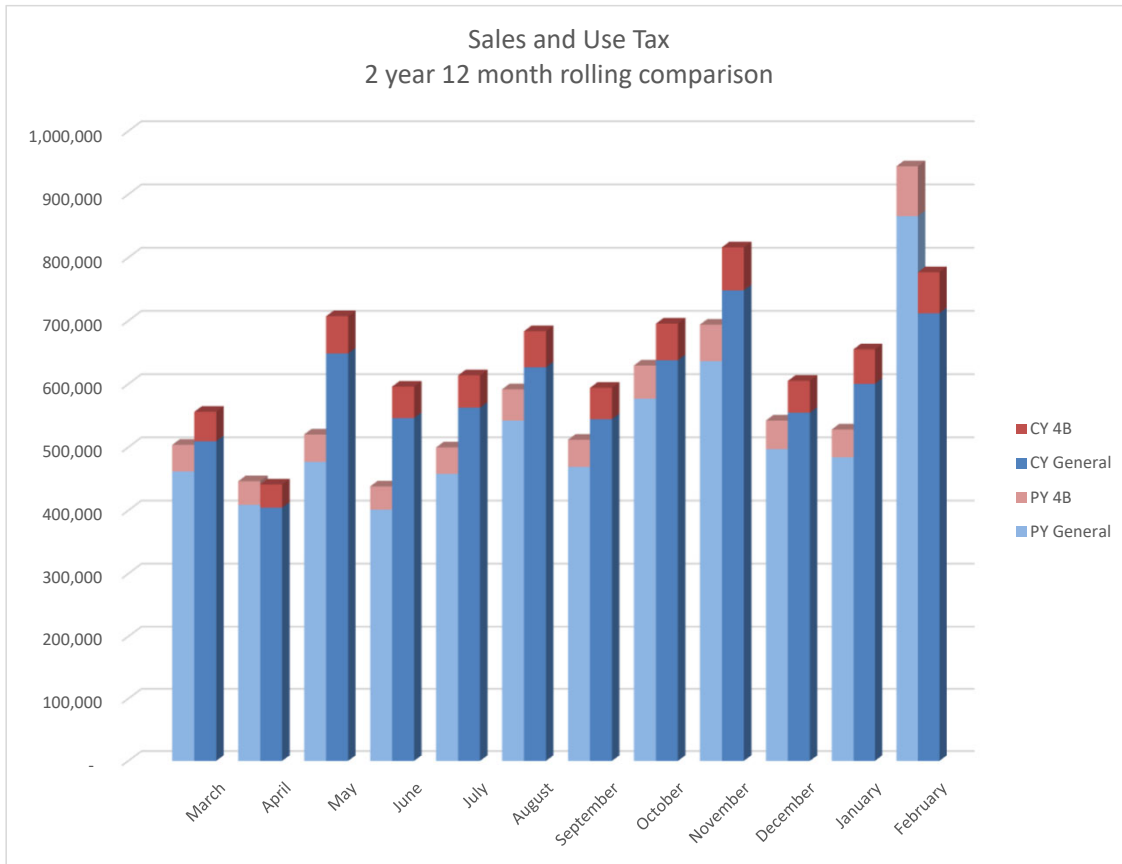




Month	General Fund	Debt Svc	Total	Month	General Fund	Debt Svc	TIF	Total
Mar-20	36,684	1,632	38,315	Mar-21	90,202	3,822	-	94,024
Apr-20	4,688	163	4,851	Apr-21	24,696	1,064	-	25,760
May-20	112,150	4,518	116,668	May-21	90,794	3,893	-	94,687
Jun-20	79,259	3,379	82,637	Jun-21	20,314	1,266	-	21,580
Jul-20	39,473	2,238	41,712	Jul-21	27,201	1,304	3,789	32,294
Aug-20	11,762	824	12,585	Aug-21	11,946	476	-	12,422
Sep-20	9,736	485	10,222	Sep-21	7,059	300	-	7,359
Oct-20	325,732	13,700	339,432	Oct-21	435,350	17,955	-	453,305
Nov-20	304,970	12,804	317,774	Nov-21	426,306	17,588	-	443,894
Dec-20	2,421,750	100,945	2,522,695	Dec-21	2,299,000	94,802	-	2,393,802
Jan-21	2,973,159	123,936	3,097,096	Jan-22	2,900,794	84,898	-	2,985,692
Feb-21	78,158	3,268	81,427	Feb-22	106,283	4,415	-	110,699
<b>12 month total</b>		<b>6,665,414</b>		<b>12 month total</b>		<b>6,675,517</b>		
<b>Oct 2020 - Feb 2021</b>		<b>6,358,423</b>		<b>Oct 2021 - Feb 2022</b>		<b>6,387,392</b>		
<b>FY 2020-2021 Total</b>		<b>6,646,548</b>		<b>FY 2021-2022 Budget</b>		<b>6,784,860</b>		

Collection to date as percentage of fiscal year total 95.67%

Collection to date as percentage of fiscal year budget 94.14%



Month	General	4B	Total	Month	General	4B	Total	% Change +/-
Mar-20	461,845	41,986	503,831	Mar-21	509,621	46,329	555,950	10.34%
Apr-20	409,098	37,191	446,289	Apr-21	404,427	36,766	441,193	-1.14%
May-20	476,944	43,359	520,302	May-21	648,372	58,943	707,314	35.94%
Jun-20	401,495	36,500	437,994	Jun-21	546,259	49,660	595,919	36.06%
Jul-20	458,003	41,637	499,639	Jul-21	562,550	51,141	613,691	22.83%
Aug-20	542,275	49,298	591,573	Aug-21	626,605	56,964	683,569	15.55%
Sep-20	469,140	42,649	511,790	Sep-21	544,489	49,499	593,988	16.06%
Oct-20	576,942	52,449	629,391	Oct-21	637,613	57,965	695,578	10.52%
Nov-20	636,149	57,832	693,981	Nov-21	748,251	68,023	816,274	17.62%
Dec-20	497,048	45,186	542,234	Dec-20	554,591	50,417	605,009	11.58%
Jan-21	484,228	44,021	528,249	Jan-22	600,295	54,572	654,868	23.97%
Feb-21	865,761	78,706	944,466	Feb-22	712,030	64,730	776,760	-17.76%
12 month total		<u>6,849,738</u>		12 month total		<u>7,740,113</u>		13.00%
Oct 2020 - Feb 2021		<u>3,338,320</u>		Oct 2021- Feb 2022		<u>3,548,488</u>		6.30%
FY 2020-2021 Total		7,529,945		FY 2021-2022 Budget		7,328,610		
Collection to date as percentage of fiscal year total		44.33%		Collection to date as percentage of fiscal year budget		48.42%		



**Budget vs. YTD Actual  
February 28, 2022**

Date Prepared: April 4, 2022

Source of Funds	Approved Budget 2021-2022	Target Budget	02/28/22 Current YTD Actual	Dollar Variance Favorable (Unfavorable)	Percent Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 6,812,364	\$ 6,454,526	\$ 6,410,015	\$ (44,510)	(0.69%)	
Sales Taxes	7,328,610	3,170,469	3,548,488	378,020	11.92%	
Other Taxes	2,427,418	638,391	726,038	87,647	13.73%	Franchise, Hotel Occupancy, Sports Venue taxes
Licenses and permits	378,385	160,189	236,900	76,711	47.89%	Building permits, Food Service permits
Fines and forfeitures	78,825	34,123	77,956	43,833	128.45%	Increased citations and collections
Service charges	12,154,965	4,737,652	5,470,843	733,191	15.48%	EMS collections. Water, Sewer, Storm, and Landfill fees, Hangar Rentals.
Interest on investments	15,001	11,567	6,529	(5,038)	(43.56%)	Cash flow and rate dependent
Other Income	1,490,418	19,958	225,277	205,319	1028.77%	Sale of assets, Insurance proceeds, Donations
<b>Total Operating Revenue</b>	<u>30,685,986</u>	<u>15,226,875</u>	<u>16,702,046</u>	<u>1,475,171</u>	<u>9.688%</u>	
Intergovernmental grants	1,590,242	617,384	1,079,217	461,832	74.80%	Project Driven grants
Debt Proceeds	0	0	2,406,397	2,406,397	0.00%	Loan Proceeds
<b>Total Revenue</b>	<u>32,276,228</u>	<u>15,844,259</u>	<u>20,187,660</u>	<u>4,343,401</u>	<u>27.41%</u>	
<b>Transfers-In</b>	\$ 2,912,040	\$ 2,585,517	\$ 2,172,534	\$ (412,983)	(15.97%)	
<b>Transfers-Out</b>	(2,912,040)	(2,585,517)	(2,172,534)	412,983	(15.97%)	
<b>Expenditures</b>						
General Fund	\$ 15,291,409	\$ 6,565,558	\$ 5,589,409	\$ 976,149	14.87%	Salary savings is 73% of the variance
Utility Fund	4,916,175	2,169,652	2,183,778	(14,126)	(0.65%)	TCEQ compliance inspections
Landfill Fund	582,019	255,599	189,014	66,585	26.05%	Salary savings is 53% of the variance
Airport Fund	78,935	36,274	41,850	(5,575)	(15.37%)	AWOS Maintenance & Utilities
Storm Water Drainage Fund	129,270	53,862	219,968	(166,106)	(308.39%)	Flood Protection Planning Study
Special Revenue Funds	462,222	161,296	95,499	65,797	40.79%	Contractual and grant disbursements
Stephenville Economic Dev Authority	608,500	255,262	190,800	64,462	25.25%	Grant disbursements, Contractual, Maint.
<b>Total Operating Expenditures</b>	<u>22,068,530</u>	<u>9,497,504</u>	<u>8,510,318</u>	<u>987,185</u>	<u>10.39%</u>	
Capital	29,297,012	12,207,088	1,441,227	10,765,861	88.19%	
Debt Service	2,955,514	2,129,626	2,174,830	(45,204)	(2.12%)	PD Tahoes down payment
<b>Total Expenditures</b>	<u>54,321,056</u>	<u>23,834,217</u>	<u>12,126,375</u>	<u>11,707,842</u>	<u>49.12%</u>	



**Prior YTD Actual vs Current YTD Actual  
February 28, 2022**

Date Prepared: April 4, 2022

Source of Funds	Prior YTD Actual	Current YTD Actual	Dollar Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 6,343,658	\$ 6,410,015	\$ 66,357	1.05%	Increased assessment.
Sales Taxes	3,338,320	3,548,488	210,168	6.30%	
Other Taxes	462,975	726,038	263,063	56.82%	Mixed Drinks Tax, Franchise taxes, Hotel Occupancy tax, Sports Venue tax
Licenses and permits	141,804	236,900	95,096	67.06%	Building permits, Food service permits
Fines and forfeitures	51,624	77,956	26,332	51.01%	Increased citations and continued issuance of warrants
Service charges	4,554,285	5,470,843	916,558	20.13%	Ambulance fees, Recreation fees, Water charges, Sewer charges, Landfill fees, Hanger Rentals, & Storm Water charges,
Interest on investments	16,019	6,529	(9,490)	(59.24%)	Cash flow and rate dependent
Other Income	49,265	225,277	176,011	357.27%	Sale of assets, Insurance proceeds, Donations
<b>Total Operating Revenue</b>	<u>14,957,951</u>	<u>16,702,046</u>	<u>1,744,095</u>	<u>11.66%</u>	
Intergovernmental grants	848,016	1,079,217	231,201	27.26%	Grants differ from year to year.
Debt Proceeds	0	2,406,397	2,406,397	100.00%	Debt proceeds differ from year to year.
<b>Total Revenue</b>	<u>15,805,967</u>	<u>20,187,660</u>	<u>4,381,693</u>	<u>27.72%</u>	
<b>Transfers-In</b>	\$ -	\$ 2,172,534	\$ 2,172,534	100.00%	Timing of transfers
<b>Transfers-Out</b>	\$ -	\$ (2,172,534)	\$ (2,172,534)	100.00%	Timing of transfers
<b>Expenditures</b>					
General Fund	\$ 6,040,139	\$ 5,589,409	\$ 450,730	7.46%	
Utility Fund	1,720,263	2,183,778	(463,515)	(26.94%)	Personnel - additional positions, Outside Professionals, Maintenance
Landfill Fund	189,258	189,014	244	0.13%	
Airport Fund	27,414	41,850	(14,436)	(52.66%)	Insurance, Utilities, and AWOS maintenance
Storm Water Drainage Fund	9,387	219,968	(210,581)	(2243.26%)	Flood Protection Planning Study
Special Revenue Funds	215,341	95,499	119,842	55.65%	PY-Outside Professionals, Advertising
Stephenville Economic Dev Authority	203,345	190,800	12,545	6.17%	PY-Outside Professionals, Marketing
<b>Total Operating Expenditures</b>	<u>8,405,146</u>	<u>8,510,318</u>	<u>(105,172)</u>	<u>(1.25%)</u>	
Capital	3,293,953	1,441,227	1,852,727	56.25%	Capital purchases differ from year to year
Debt Service	2,184,448	2,174,830	9,617	0.44%	Debt Service differs from year to year
<b>Total Expenditures</b>	<u>13,883,547</u>	<u>12,126,375</u>	<u>1,757,172</u>	<u>12.66%</u>	



# Budget Variance Report

Item 39.

As Of: 02/28/2022

Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
TAXES	929,351.58	884,719.85	44,631.73	9,979,940.68	9,589,199.82	390,740.86	66	15,087,472.00	(5,107,531.32)	34
LICENSES AND PERMITS	75,756.23	9,010.99	66,745.24	236,098.42	143,939.23	92,159.19	70	339,385.00	(103,286.58)	30
FINES AND FORFEITURES	15,982.81	4,789.36	11,193.45	73,677.59	30,635.46	43,042.13	103	71,875.00	1,802.59	-3
INTERGOVERNMENTAL	300.00	43,764.08	(43,464.08)	27,215.19	268,820.40	(241,605.21)	4	748,169.00	(720,953.81)	96
CHARGES FOR SERVICES	73,489.19	62,793.63	10,695.56	368,829.73	417,236.10	(48,406.37)	29	1,257,333.00	(888,503.27)	71
OTHER REVENUE	27,417.33	1,512.21	25,905.12	2,631,423.56	7,653.76	2,623,769.80	5,923	44,427.00	2,586,996.56	-5,823
TRANSFER	0.00	0.00	0.00	832,071.00	957,579.00	(125,508.00)	87	957,579.00	(125,508.00)	13
<b>TOTAL REVENUE</b>	<b>1,122,297.14</b>	<b>1,006,590.12</b>	<b>115,707.02</b>	<b>14,149,256.17</b>	<b>11,415,063.77</b>	<b>2,734,192.40</b>	<b>76</b>	<b>18,506,240.00</b>	<b>(4,356,983.83)</b>	<b>24</b>
<b>EXPENSE SUMMARY</b>										
CITY COUNCIL	4,089.81	8,773.45	4,683.64	27,597.94	46,595.25	18,997.31	26	108,010.00	(80,412.06)	74
CITY MANAGER	30,840.15	35,820.14	4,979.99	172,827.44	183,264.70	10,437.26	40	434,006.00	(261,178.56)	60
CITY SECRETARY	7,261.77	13,164.94	5,903.17	89,596.68	67,448.70	(22,147.98)	56	159,604.00	(70,007.32)	44
EMERGENCY MANAGEMENT	541.60	416.66	(124.94)	10,530.47	15,083.30	4,552.83	59	18,000.00	(7,469.53)	41
MUNICIPAL BUILDING	5,492.67	7,168.30	1,675.63	37,570.95	48,185.20	10,614.25	38	98,222.00	(60,651.05)	62
MUNICIPAL SERVICES CTR	9,831.28	8,186.06	(1,645.22)	51,068.96	44,330.30	(6,738.66)	50	101,633.00	(50,564.04)	50
HUMAN RESOURCES	13,362.71	19,806.29	6,443.58	79,676.61	116,753.45	37,076.84	31	255,398.00	(175,721.39)	69
DOWNTOWN	40.70	4,863.29	4,822.59	31,106.32	24,398.45	(6,707.87)	53	58,442.00	(27,335.68)	47
FINANCE	40,475.14	51,635.53	11,160.39	201,199.77	264,645.65	63,445.88	32	626,095.00	(424,895.23)	68
INFORMATION TECHNOLOGY	39,697.46	39,027.55	(669.91)	208,310.20	197,071.75	(11,238.45)	44	470,265.00	(261,954.80)	56
TAX	324.00	583.33	259.33	88,006.56	86,293.66	(1,712.90)	50	174,491.00	(86,484.44)	50
LEGAL COUNSEL	8,841.92	9,351.98	510.06	55,853.12	46,896.90	(8,956.22)	50	112,361.00	(56,507.88)	50
MUNICIPAL COURT	11,571.94	9,767.79	(1,804.15)	52,724.21	50,018.95	(2,705.26)	45	118,394.00	(65,669.79)	55
STREET MAINTENANCE	55,016.66	81,043.31	26,026.65	282,641.83	430,022.55	147,380.72	28	997,327.00	(714,685.17)	72
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	108,693.14	198,194.37	89,501.23	631,932.20	1,021,546.85	389,614.65	26	2,428,810.00	(1,796,877.80)	74
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	16,458.87	22,216.49	5,757.62	87,332.58	113,140.45	25,807.87	33	268,657.00	(181,324.42)	67
SENIOR CENTER	9,056.48	14,187.19	5,130.71	49,419.24	74,878.95	25,459.71	28	174,190.00	(124,770.76)	72
AQUATIC CENTER	2,091.94	11,528.21	9,436.27	20,751.45	63,032.05	42,280.60	9	239,146.00	(218,394.55)	91
FIRE DEPARTMENT	283,971.22	284,212.19	240.97	1,815,936.87	1,658,477.95	(157,458.92)	50	3,647,965.00	(1,832,028.13)	50
POLICE DEPARTMENT	449,409.60	480,006.33	30,596.73	2,145,712.40	2,540,174.65	394,462.25	36	5,919,968.00	(3,774,255.60)	64
DEVELOPMENT SERVICES	38,266.69	50,431.08	12,164.39	188,050.10	258,237.40	70,187.30	31	611,256.00	(423,205.90)	69
TRANSFERS	0.00	0.00	0.00	1,321,768.00	1,321,768.00	0.00	90	1,476,466.00	(154,698.00)	10
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>1,135,335.75</b>	<b>1,350,384.48</b>	<b>215,048.73</b>	<b>7,649,613.90</b>	<b>8,672,265.11</b>	<b>1,022,651.21</b>	<b>41</b>	<b>18,498,706.00</b>	<b>10,849,092.10</b>	<b>59</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(13,038.61)</b>	<b>(343,794.36)</b>	<b>330,755.75</b>	<b>6,499,642.27</b>	<b>2,742,798.66</b>	<b>3,756,843.61</b>		<b>7,534.00</b>	<b>(15,206,075.93)</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	750.00	(750.00)	0.00	3,750.00	(3,750.00)	0	9,000.00	(9,000.00)	100
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	788,019.33	669,482.69	118,536.64	4,239,377.34	3,537,704.89	701,672.45	48	8,877,223.00	(4,637,845.66)	52
OTHER REVENUE	546.76	2,101.54	(1,554.78)	3,566.00	21,484.13	(17,918.13)	11	33,709.00	(30,143.00)	89
TRANSFER	0.00	0.00	0.00	0.00	50,219.00	(50,219.00)	0	50,219.00	(50,219.00)	100
<b>TOTAL REVENUE</b>	<b>788,566.09</b>	<b>672,334.23</b>	<b>116,231.86</b>	<b>4,242,943.34</b>	<b>3,613,158.02</b>	<b>629,785.32</b>	<b>47</b>	<b>8,970,151.00</b>	<b>(4,727,207.66)</b>	<b>53</b>
<b>EXPENSE SUMMARY</b>										
UTILITIES ADMINISTRATION	31,606.46	50,664.29	19,057.83	177,300.37	263,935.45	86,635.08	29	618,586.00	(441,285.63)	71
WATER PRODUCTION	71,097.76	110,052.93	38,955.17	614,929.72	710,939.65	96,009.93	42	1,480,448.00	(865,518.28)	58
WATER DISTRIBUTION	54,345.24	75,645.41	21,300.17	383,774.24	385,857.05	2,082.81	42	915,376.00	(531,601.76)	58
CUSTOMER SERVICE	15,674.49	23,912.04	8,237.55	128,706.57	124,132.20	(4,574.37)	44	291,517.00	(162,810.43)	56
WASTEWATER COLLECTION	61,436.42	1,152,689.34	1,091,252.92	167,807.25	5,773,692.70	5,605,885.45	1	13,842,519.00	(13,674,711.75)	99
WASTEWATER TREATMENT	80,081.13	105,019.32	24,938.19	420,665.22	531,790.60	111,125.38	33	1,266,926.00	(846,260.78)	67
BILLING & COLLECTION	30,647.71	28,938.09	(1,709.62)	158,032.68	145,103.45	(12,929.23)	45	347,671.00	(189,638.32)	55
NON-DEPARTMENTAL	1,184,667.22	1,173,741.11	(10,926.11)	2,202,125.51	2,163,689.70	(38,435.81)	74	2,973,928.00	(771,802.49)	26
<b>TOTAL EXPENSE</b>	<b>1,529,556.43</b>	<b>2,720,662.53</b>	<b>1,191,106.10</b>	<b>4,253,341.56</b>	<b>10,099,140.80</b>	<b>5,845,799.24</b>	<b>20</b>	<b>21,736,971.00</b>	<b>17,483,629.44</b>	<b>80</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(740,990.34)</b>	<b>(2,048,328.30)</b>	<b>1,307,337.96</b>	<b>(10,398.22)</b>	<b>(6,485,982.78)</b>	<b>6,475,584.56</b>		<b>(12,766,820.00)</b>	<b>(22,210,837.10)</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	61,308.20	58,258.40	3,049.80	416,181.60	365,412.33	50,769.27	43	960,000.00	(543,818.40)	57
OTHER REVENUE	71.94	242.06	(170.12)	607.28	1,478.41	(871.13)	20	3,019.00	(2,411.72)	80
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>61,380.14</b>	<b>58,500.46</b>	<b>2,879.68</b>	<b>416,788.88</b>	<b>366,890.74</b>	<b>49,898.14</b>	<b>43</b>	<b>963,019.00</b>	<b>(546,230.12)</b>	<b>57</b>
<b><u>EXPENSE SUMMARY</u></b>										
LANDFILL	29,380.54	66,631.34	37,250.80	326,859.37	437,137.70	110,278.33	36	903,558.00	(576,698.63)	64
<b>TOTAL EXPENSE</b>	<b>29,380.54</b>	<b>66,631.34</b>	<b>37,250.80</b>	<b>326,859.37</b>	<b>437,137.70</b>	<b>110,278.33</b>	<b>36</b>	<b>903,558.00</b>	<b>576,698.63</b>	<b>64</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>31,999.60</b>	<b>(8,130.88)</b>	<b>40,130.48</b>	<b>89,929.51</b>	<b>(70,246.96)</b>	<b>160,176.47</b>		<b>59,461.00</b>	<b>(1,122,928.75)</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	0.00	0.00	0.00	0.00	0.00	0.00	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	9,302.80	9,288.08	14.72	65,691.15	47,078.37	18,612.78	59	112,280.00	(46,588.85)	41
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0	1,423,040.00	(1,423,040.00)	100
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>9,302.80</b>	<b>9,288.08</b>	<b>14.72</b>	<b>65,691.15</b>	<b>47,078.37</b>	<b>18,612.78</b>	<b>4</b>	<b>1,545,320.00</b>	<b>(1,479,628.85)</b>	<b>96</b>
<b>EXPENSE SUMMARY</b>										
AIRPORT	6,593.84	136,292.02	129,698.18	41,849.86	687,263.10	645,413.24	3	1,641,308.00	(1,599,458.14)	97
<b>TOTAL EXPENSE</b>	<b>6,593.84</b>	<b>136,292.02</b>	<b>129,698.18</b>	<b>41,849.86</b>	<b>687,263.10</b>	<b>645,413.24</b>	<b>3</b>	<b>1,641,308.00</b>	<b>1,599,458.14</b>	<b>97</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>2,708.96</b>	<b>(127,003.94)</b>	<b>129,712.90</b>	<b>23,841.29</b>	<b>(640,184.73)</b>	<b>664,026.02</b>		<b>(95,988.00)</b>	<b>(3,079,086.99)</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	2,083.33	(2,083.33)	0.00	10,416.65	(10,416.65)	0	25,000.00	(25,000.00)	100
INTERGOVERNMENTAL	661,737.47	69,072.75	592,664.72	1,016,222.95	345,363.75	670,859.20	123	828,873.00	187,349.95	-23
CHARGES FOR SERVICES	80,482.54	72,466.16	8,016.38	380,763.31	362,330.80	18,432.51	44	869,594.00	(488,830.69)	56
OTHER REVENUE	17.90	12.66	5.24	38.07	63.30	(25.23)	25	152.00	(113.93)	75
<b>TOTAL REVENUE</b>	<b>742,237.91</b>	<b>143,634.90</b>	<b>598,603.01</b>	<b>1,397,024.33</b>	<b>718,174.50</b>	<b>678,849.83</b>	<b>81</b>	<b>1,723,619.00</b>	<b>(326,594.67)</b>	<b>19</b>
<b>EXPENSE SUMMARY</b>										
STORM WATER DRAINAGE	445,675.20	533,776.15	88,100.95	691,014.42	1,231,894.75	540,880.33	33	2,115,412.00	(1,424,397.58)	67
<b>TOTAL EXPENSE</b>	<b>445,675.20</b>	<b>533,776.15</b>	<b>88,100.95</b>	<b>691,014.42</b>	<b>1,231,894.75</b>	<b>540,880.33</b>	<b>33</b>	<b>2,115,412.00</b>	<b>1,424,397.58</b>	<b>67</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>296,562.71</b>	<b>(390,141.25)</b>	<b>686,703.96</b>	<b>706,009.91</b>	<b>(513,720.25)</b>	<b>1,219,730.16</b>		<b>(391,793.00)</b>	<b>(1,750,992.25)</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	26,690.34	40,898.27	(14,207.93)	188,080.80	147,233.75	40,847.05	32	584,261.00	(396,180.20)	68
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	833.33	(833.33)	0.00	4,166.65	(4,166.65)	0	69,600.00	(69,600.00)	100
OTHER REVENUE	33.13	9.24	23.89	106.45	136.37	(29.92)	59	181.00	(74.55)	41
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>26,723.47</b>	<b>41,740.84</b>	<b>(15,017.37)</b>	<b>188,187.25</b>	<b>151,536.77</b>	<b>36,650.48</b>	<b>29</b>	<b>654,042.00</b>	<b>(465,854.75)</b>	<b>71</b>
<b>EXPENSE SUMMARY</b>										
TOURISM	13,436.12	30,591.20	17,155.08	95,499.24	155,571.07	60,071.83	21	448,482.00	(352,982.76)	79
<b>TOTAL EXPENSE</b>	<b>13,436.12</b>	<b>30,591.20</b>	<b>17,155.08</b>	<b>95,499.24</b>	<b>155,571.07</b>	<b>60,071.83</b>	<b>21</b>	<b>448,482.00</b>	<b>352,982.76</b>	<b>79</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>13,287.35</b>	<b>11,149.64</b>	<b>2,137.71</b>	<b>92,688.01</b>	<b>(4,034.30)</b>	<b>96,722.31</b>		<b>205,560.00</b>	<b>(818,837.51)</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	4,852.18	6,159.63	(1,307.45)	220,812.79	256,560.57	(35,747.78)	81	271,045.00	(50,232.21)	19
OTHER REVENUE	15.35	3.00	12.35	31.71	16.39	15.32	151	21.00	10.71	-51
TRANSFER	0.00	171,825.00	(171,825.00)	0.00	171,825.00	(171,825.00)	0	343,650.00	(343,650.00)	100
<b>TOTAL REVENUE</b>	<b>4,867.53</b>	<b>177,987.63</b>	<b>(173,120.10)</b>	<b>220,844.50</b>	<b>428,401.96</b>	<b>(207,557.46)</b>	<b>36</b>	<b>614,716.00</b>	<b>(393,871.50)</b>	<b>64</b>
<b><u>EXPENSE SUMMARY</u></b>										
DEBT SERVICE	408,050.00	407,979.53	(70.47)	408,050.00	408,079.49	29.49	67	613,400.00	(205,350.00)	33
<b>TOTAL EXPENSE</b>	<b>408,050.00</b>	<b>407,979.53</b>	<b>(70.47)</b>	<b>408,050.00</b>	<b>408,079.49</b>	<b>29.49</b>	<b>67</b>	<b>613,400.00</b>	<b>205,350.00</b>	<b>33</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(403,182.47)</b>	<b>(229,991.90)</b>	<b>(173,190.57)</b>	<b>(187,205.50)</b>	<b>20,322.47</b>	<b>(207,527.97)</b>		<b>1,316.00</b>	<b>(599,221.50)</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	0.00	416.66	(416.66)	801.56	2,083.30	(1,281.74)	16	5,000.00	(4,198.44)	84
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	744.58	(744.58)	0.00	3,722.90	(3,722.90)	0	8,935.00	(8,935.00)	100
OTHER REVENUE	492.90	25.64	467.26	1,696.83	321.23	1,375.60	433	392.00	1,304.83	-333
TRANSFER	0.00	0.00	0.00	1,234,069.00	1,234,069.00	0.00	100	1,234,069.00	0.00	0
<b>TOTAL REVENUE</b>	<b>492.90</b>	<b>1,186.88</b>	<b>(693.98)</b>	<b>1,236,567.39</b>	<b>1,240,196.43</b>	<b>(3,629.04)</b>	<b>99</b>	<b>1,248,396.00</b>	<b>(11,828.61)</b>	<b>1</b>
<b>EXPENSE SUMMARY</b>										
STREET MAINTENANCE	0.00	859,114.07	859,114.07	641,913.78	4,295,570.35	3,653,656.57	6	10,309,369.00	(9,667,455.22)	94
PARKS & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
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	
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>859,114.07</b>	<b>859,114.07</b>	<b>641,913.78</b>	<b>4,295,570.35</b>	<b>3,653,656.57</b>	<b>6</b>	<b>10,309,369.00</b>	<b>9,667,455.22</b>	<b>94</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>492.90</b>	<b>(857,927.19)</b>	<b>858,420.09</b>	<b>594,653.61</b>	<b>(3,055,373.92)</b>	<b>3,650,027.53</b>		<b>(9,060,973.00)</b>	<b>(9,679,283.83)</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><u>REVENUE SUMMARY</u></b>										
FINES AND FORFEITURES	100.00	91.65	8.35	1,021.73	1,492.80	(471.07)	41	2,500.00	(1,478.27)	59
OTHER REVENUE	0.28	0.33	(0.05)	1.25	2.91	(1.66)	42	3.00	(1.75)	58
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>100.28</b>	<b>91.98</b>	<b>8.30</b>	<b>1,022.98</b>	<b>1,495.71</b>	<b>(472.73)</b>	<b>41</b>	<b>2,503.00</b>	<b>(1,480.02)</b>	<b>59</b>
<b><u>EXPENSE SUMMARY</u></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>100.28</b>	<b>91.98</b>	<b>8.30</b>	<b>1,022.98</b>	<b>1,495.71</b>	<b>(472.73)</b>		<b>2,503.00</b>	<b>(1,480.02)</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	516.19	242.58	273.61	3,256.64	1,995.05	1,261.59	73	4,450.00	(1,193.36)	27
OTHER REVENUE	0.70	0.54	0.16	1.96	5.56	(3.60)	28	7.00	(5.04)	72
<b>TOTAL REVENUE</b>	<b>516.89</b>	<b>243.12</b>	<b>273.77</b>	<b>3,258.60</b>	<b>2,000.61</b>	<b>1,257.99</b>	<b>73</b>	<b>4,457.00</b>	<b>(1,198.40)</b>	<b>27</b>
<b>EXPENSE SUMMARY</b>										
COURT TECHNOLOGY	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>516.89</b>	<b>243.12</b>	<b>273.77</b>	<b>3,258.60</b>	<b>2,000.61</b>	<b>1,257.99</b>		<b>4,457.00</b>	<b>(1,198.40)</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	2,778.50	3,200.00	(421.50)	2,778.50	3,200.00	(421.50)	87	3,200.00	(421.50)	13
OTHER REVENUE	3.47	1.44	2.03	11.66	16.90	(5.24)	56	21.00	(9.34)	44
<b>TOTAL REVENUE</b>	<b>2,781.97</b>	<b>3,201.44</b>	<b>(419.47)</b>	<b>2,790.16</b>	<b>3,216.90</b>	<b>(426.74)</b>	<b>87</b>	<b>3,221.00</b>	<b>(430.84)</b>	<b>13</b>
<b><u>EXPENSE SUMMARY</u></b>										
PUBLIC SAFETY	0.00	1,144.99	1,144.99	0.00	5,724.95	5,724.95	0	13,740.00	(13,740.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>1,144.99</b>	<b>1,144.99</b>	<b>0.00</b>	<b>5,724.95</b>	<b>5,724.95</b>	<b>0</b>	<b>13,740.00</b>	<b>13,740.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>2,781.97</b>	<b>2,056.45</b>	<b>725.52</b>	<b>2,790.16</b>	<b>(2,508.05)</b>	<b>5,298.21</b>		<b>(10,519.00)</b>	<b>(14,170.84)</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	0.00	625.00	(625.00)	0.00	625.00	(625.00)	0	17,127.00	(17,127.00)	100
OTHER REVENUE	4.17	0.00	4.17	4.17	0.00	4.17		0.00	4.17	
TRANSFER	0.00	0.00	0.00	106,394.00	171,825.00	(65,431.00)	33	326,523.00	(220,129.00)	67
<b>TOTAL REVENUE</b>	<b>4.17</b>	<b>625.00</b>	<b>(620.83)</b>	<b>106,398.17</b>	<b>172,450.00</b>	<b>(66,051.83)</b>	<b>31</b>	<b>343,650.00</b>	<b>(237,251.83)</b>	<b>69</b>
<b><u>EXPENSE SUMMARY</u></b>										
TAX INCREMENT FINANCING	0.00	171,825.00	171,825.00	0.00	171,825.00	171,825.00	0	343,650.00	(343,650.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>171,825.00</b>	<b>171,825.00</b>	<b>0.00</b>	<b>171,825.00</b>	<b>171,825.00</b>	<b>0</b>	<b>343,650.00</b>	<b>343,650.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>4.17</b>	<b>(171,200.00)</b>	<b>171,204.17</b>	<b>106,398.17</b>	<b>625.00</b>	<b>105,773.17</b>		<b>0.00</b>	<b>(580,901.83)</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	64,729.96	76,321.31	(11,591.35)	295,707.35	269,766.15	25,941.20	49	608,487.00	(312,779.65)	51
INTERGOVERNMENTAL	33,000.00	0.00	33,000.00	33,000.00	0.00	33,000.00		0.00	33,000.00	
OTHER REVENUE	57.65	29.97	27.68	694.23	346.11	348.12	155	447.00	247.23	-55
<b>TOTAL REVENUE</b>	<b>97,787.61</b>	<b>76,351.28</b>	<b>21,436.33</b>	<b>329,401.58</b>	<b>270,112.26</b>	<b>59,289.32</b>	<b>54</b>	<b>608,934.00</b>	<b>(279,532.42)</b>	<b>46</b>
<b><u>EXPENSE SUMMARY</u></b>										
SEDA	56,076.86	50,462.40	(5,614.46)	190,767.31	255,262.00	64,494.69	31	608,500.00	(417,732.69)	69
<b>TOTAL EXPENSE</b>	<b>56,076.86</b>	<b>50,462.40</b>	<b>(5,614.46)</b>	<b>190,767.31</b>	<b>255,262.00</b>	<b>64,494.69</b>	<b>31</b>	<b>608,500.00</b>	<b>417,732.69</b>	<b>69</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>41,710.75</b>	<b>25,888.88</b>	<b>15,821.87</b>	<b>138,634.27</b>	<b>14,850.26</b>	<b>123,784.01</b>		<b>434.00</b>	<b>(697,265.11)</b>	



# Prior-Year Comparative Income Statement

Item 39.

## Group Summary

For the Period Ending 02/28/2022

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 01 - GENERAL FUND</b>								
<b>Revenue</b>								
40 - TAXES	1,013,300.42	929,351.58	-83,948.84	-8.28%	9,523,947.64	9,979,940.68	455,993.04	4.79%
41 - LICENSES AND PERMITS	15,520.79	75,756.23	60,235.44	388.10%	141,357.76	236,098.42	94,740.66	67.02%
42 - FINES AND FORFEITURES	8,120.70	15,982.81	7,862.11	96.82%	48,577.60	73,677.59	25,099.99	51.67%
43 - INTERGOVERNMENTAL	838,358.39	300.00	-838,058.39	-99.96%	844,809.11	27,215.19	-817,593.92	-96.78%
44 - CHARGES FOR SERVICES	53,689.40	73,489.19	19,799.79	36.88%	352,387.60	368,829.73	16,442.13	4.67%
45 - OTHER REVENUE	1,472.26	27,417.33	25,945.07	1,762.26%	20,574.15	2,631,423.56	2,610,849.41	12,689.95%
49 - TRANSFER	0.00	0.00	0.00	0.00%	0.00	832,071.00	832,071.00	0.00%
<b>Revenue Total:</b>	<b>1,930,461.96</b>	<b>1,122,297.14</b>	<b>-808,164.82</b>	<b>-41.86%</b>	<b>10,931,653.86</b>	<b>14,149,256.17</b>	<b>3,217,602.31</b>	<b>29.43%</b>
<b>Expense</b>								
<b>Department: 101 - CITY COUNCIL</b>								
51 - PERSONNEL	2,153.00	1,937.70	215.30	10.00%	9,498.36	8,444.81	1,053.55	11.09%
52 - CONTRACTUAL	12,279.42	2,152.11	10,127.31	82.47%	91,411.67	19,053.18	72,358.49	79.16%
53 - GENERAL SERVICES	543.55	0.00	543.55	100.00%	2,377.58	99.95	2,277.63	95.80%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	10,113.00	0.00	10,113.00	100.00%
58 - GRANT DISBURSEMENTS	7,000.00	0.00	7,000.00	100.00%	74,748.11	0.00	74,748.11	100.00%
<b>Department 101 - CITY COUNCIL Total:</b>	<b>21,975.97</b>	<b>4,089.81</b>	<b>17,886.16</b>	<b>81.39%</b>	<b>188,148.72</b>	<b>27,597.94</b>	<b>160,550.78</b>	<b>85.33%</b>
<b>Department: 102 - CITY MANAGER</b>								
51 - PERSONNEL	32,006.94	30,370.29	1,636.65	5.11%	160,004.32	156,002.71	4,001.61	2.50%
52 - CONTRACTUAL	880.42	-0.40	880.82	100.05%	5,902.37	15,973.50	-10,071.13	-170.63%
53 - GENERAL SERVICES	181.79	470.26	-288.47	-158.68%	4,836.02	851.23	3,984.79	82.40%
<b>Department 102 - CITY MANAGER Total:</b>	<b>33,069.15</b>	<b>30,840.15</b>	<b>2,229.00</b>	<b>6.74%</b>	<b>170,742.71</b>	<b>172,827.44</b>	<b>-2,084.73</b>	<b>-1.22%</b>
<b>Department: 103 - CITY SECRETARY</b>								
51 - PERSONNEL	6,931.05	7,156.70	-225.65	-3.26%	34,583.32	36,226.60	-1,643.28	-4.75%
52 - CONTRACTUAL	326.13	105.07	221.06	67.78%	9,264.17	8,821.05	443.12	4.78%
53 - GENERAL SERVICES	44.75	0.00	44.75	100.00%	250.07	466.53	-216.46	-86.56%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	27,638.70	39,547.39	-11,908.69	-43.09%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	20,500.00	4,535.11	15,964.89	77.88%
<b>Department 103 - CITY SECRETARY Total:</b>	<b>7,301.93</b>	<b>7,261.77</b>	<b>40.16</b>	<b>0.55%</b>	<b>92,236.26</b>	<b>89,596.68</b>	<b>2,639.58</b>	<b>2.86%</b>
<b>Department: 104 - EMERGENCY MANAGEMENT</b>								
52 - CONTRACTUAL	68.45	541.60	-473.15	-691.23%	13,032.77	10,530.47	2,502.30	19.20%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	1,545.00	0.00	1,545.00	100.00%
<b>Department 104 - EMERGENCY MANAGEMENT Total:</b>	<b>68.45</b>	<b>541.60</b>	<b>-473.15</b>	<b>-691.23%</b>	<b>14,577.77</b>	<b>10,530.47</b>	<b>4,047.30</b>	<b>27.76%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Department: 105 - MUNICIPAL BUILDING</b>								
51 - PERSONNEL	1,042.26	1,619.95	-577.69	-55.43%	5,160.13	8,432.16	-3,272.03	-63.41%
52 - CONTRACTUAL	3,502.25	2,194.68	1,307.57	37.34%	15,345.05	10,688.07	4,656.98	30.35%
53 - GENERAL SERVICES	989.93	888.63	101.30	10.23%	5,335.24	5,041.30	293.94	5.51%
54 - MACHINE & EQUIPMENT MAI	3,494.00	789.41	2,704.59	77.41%	15,658.95	13,409.42	2,249.53	14.37%
55 - CAPITAL OUTLAY	799.00	0.00	799.00	100.00%	869.12	0.00	869.12	100.00%
<b>Department 105 - MUNICIPAL BUILDING Total:</b>	<b>9,827.44</b>	<b>5,492.67</b>	<b>4,334.77</b>	<b>44.11%</b>	<b>42,368.49</b>	<b>37,570.95</b>	<b>4,797.54</b>	<b>11.32%</b>
<b>Department: 106 - MUNICIPAL SERVICES CTR</b>								
51 - PERSONNEL	3,064.80	4,430.01	-1,365.21	-44.54%	14,403.71	21,591.15	-7,187.44	-49.90%
52 - CONTRACTUAL	2,306.08	2,351.29	-45.21	-1.96%	11,881.77	12,383.97	-502.20	-4.23%
53 - GENERAL SERVICES	1,741.47	2,939.16	-1,197.69	-68.77%	14,561.76	15,888.46	-1,326.70	-9.11%
54 - MACHINE & EQUIPMENT MAI	373.59	110.82	262.77	70.34%	1,253.39	1,205.38	48.01	3.83%
<b>Department 106 - MUNICIPAL SERVICES CTR Total:</b>	<b>7,485.94</b>	<b>9,831.28</b>	<b>-2,345.34</b>	<b>-31.33%</b>	<b>42,100.63</b>	<b>51,068.96</b>	<b>-8,968.33</b>	<b>-21.30%</b>
<b>Department: 107 - HUMAN RESOURCES</b>								
51 - PERSONNEL	8,130.42	11,030.24	-2,899.82	-35.67%	37,448.04	37,588.09	-140.05	-0.37%
52 - CONTRACTUAL	6,995.50	2,332.47	4,663.03	66.66%	30,981.66	42,029.09	-11,047.43	-35.66%
53 - GENERAL SERVICES	74.20	0.00	74.20	100.00%	1,432.81	59.43	1,373.38	95.85%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	14,999.00	0.00	14,999.00	100.00%
<b>Department 107 - HUMAN RESOURCES Total:</b>	<b>15,200.12</b>	<b>13,362.71</b>	<b>1,837.41</b>	<b>12.09%</b>	<b>84,861.51</b>	<b>79,676.61</b>	<b>5,184.90</b>	<b>6.11%</b>
<b>Department: 108 - DOWNTOWN</b>								
51 - PERSONNEL	1,619.56	0.00	1,619.56	100.00%	1,690.56	10,902.73	-9,212.17	-544.92%
52 - CONTRACTUAL	40.70	40.70	0.00	0.00%	718.80	13,307.67	-12,588.87	-1,751.37%
53 - GENERAL SERVICES	3,288.53	0.00	3,288.53	100.00%	3,288.53	4,739.73	-1,451.20	-44.13%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	2,156.19	-2,156.19	0.00%
<b>Department 108 - DOWNTOWN Total:</b>	<b>4,948.79</b>	<b>40.70</b>	<b>4,908.09</b>	<b>99.18%</b>	<b>5,697.89</b>	<b>31,106.32</b>	<b>-25,408.43</b>	<b>-445.93%</b>
<b>Department: 201 - FINANCE</b>								
51 - PERSONNEL	27,448.58	27,085.46	363.12	1.32%	134,405.87	135,722.32	-1,316.45	-0.98%
52 - CONTRACTUAL	6,677.94	12,472.46	-5,794.52	-86.77%	33,226.80	41,785.48	-8,558.68	-25.76%
53 - GENERAL SERVICES	48.80	17.22	31.58	64.71%	308.60	438.93	-130.33	-42.23%
54 - MACHINE & EQUIPMENT MAI	1,552.50	800.00	752.50	48.47%	18,875.82	22,605.79	-3,729.97	-19.76%
56 - BANK CHARGES	100.00	100.00	0.00	0.00%	1,263.36	647.25	616.11	48.77%
<b>Department 201 - FINANCE Total:</b>	<b>35,827.82</b>	<b>40,475.14</b>	<b>-4,647.32</b>	<b>-12.97%</b>	<b>188,080.45</b>	<b>201,199.77</b>	<b>-13,119.32</b>	<b>-6.98%</b>
<b>Department: 203 - INFORMATION TECHNOLOGY</b>								
51 - PERSONNEL	15,259.82	20,006.94	-4,747.12	-31.11%	82,373.02	91,727.63	-9,354.61	-11.36%
52 - CONTRACTUAL	5.74	0.00	5.74	100.00%	583.74	2,761.49	-2,177.75	-373.07%
53 - GENERAL SERVICES	7.85	1,582.93	-1,575.08	-20,064.71%	554.64	13,902.36	-13,347.72	-2,406.56%
54 - MACHINE & EQUIPMENT MAI	531.32	18,107.59	-17,576.27	-3,308.04%	18,621.12	80,464.12	-61,843.00	-332.11%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	19,454.60	-19,454.60	0.00%
<b>Department 203 - INFORMATION TECHNOLOGY Total:</b>	<b>15,804.73</b>	<b>39,697.46</b>	<b>-23,892.73</b>	<b>-151.17%</b>	<b>102,132.52</b>	<b>208,310.20</b>	<b>-106,177.68</b>	<b>-103.96%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Department: 204 - TAX</b>								
52 - CONTRACTUAL	39,876.72	324.00	39,552.72	99.19%	126,210.96	88,006.56	38,204.40	30.27%
<b>Department 204 - TAX Total:</b>	<b>39,876.72</b>	<b>324.00</b>	<b>39,552.72</b>	<b>99.19%</b>	<b>126,210.96</b>	<b>88,006.56</b>	<b>38,204.40</b>	<b>30.27%</b>
<b>Department: 301 - LEGAL COUNSEL</b>								
51 - PERSONNEL	8,001.77	8,826.53	-824.76	-10.31%	34,631.59	37,141.01	-2,509.42	-7.25%
52 - CONTRACTUAL	0.00	15.39	-15.39	0.00%	137.29	18,712.11	-18,574.82	-13,529.62%
<b>Department 301 - LEGAL COUNSEL Total:</b>	<b>8,001.77</b>	<b>8,841.92</b>	<b>-840.15</b>	<b>-10.50%</b>	<b>34,768.88</b>	<b>55,853.12</b>	<b>-21,084.24</b>	<b>-60.64%</b>
<b>Department: 302 - MUNICIPAL COURT</b>								
51 - PERSONNEL	4,105.08	5,990.60	-1,885.52	-45.93%	19,959.55	28,051.95	-8,092.40	-40.54%
52 - CONTRACTUAL	3,616.03	3,653.53	-37.50	-1.04%	18,765.56	17,423.97	1,341.59	7.15%
53 - GENERAL SERVICES	520.23	427.81	92.42	17.77%	1,816.15	2,716.41	-900.26	-49.57%
54 - MACHINE & EQUIPMENT MAI	0.00	1,500.00	-1,500.00	0.00%	4,387.50	4,531.88	-144.38	-3.29%
<b>Department 302 - MUNICIPAL COURT Total:</b>	<b>8,241.34</b>	<b>11,571.94</b>	<b>-3,330.60</b>	<b>-40.41%</b>	<b>44,928.76</b>	<b>52,724.21</b>	<b>-7,795.45</b>	<b>-17.35%</b>
<b>Department: 402 - STREET MAINTENANCE</b>								
51 - PERSONNEL	30,598.68	31,354.08	-755.40	-2.47%	168,125.81	151,507.83	16,617.98	9.88%
52 - CONTRACTUAL	29,787.05	18,322.72	11,464.33	38.49%	96,936.49	80,372.63	16,563.86	17.09%
53 - GENERAL SERVICES	1,421.61	2,627.18	-1,205.57	-84.80%	8,115.46	9,117.82	-1,002.36	-12.35%
54 - MACHINE & EQUIPMENT MAI	4,365.67	2,712.68	1,652.99	37.86%	16,714.06	41,643.55	-24,929.49	-149.15%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	43,847.00	0.00	43,847.00	100.00%
<b>Department 402 - STREET MAINTENANCE Total:</b>	<b>66,173.01</b>	<b>55,016.66</b>	<b>11,156.35</b>	<b>16.86%</b>	<b>333,738.82</b>	<b>282,641.83</b>	<b>51,096.99</b>	<b>15.31%</b>
<b>Department: 501 - PARKS &amp; RECREATION</b>								
51 - PERSONNEL	71,228.98	63,074.50	8,154.48	11.45%	294,726.50	314,561.83	-19,835.33	-6.73%
52 - CONTRACTUAL	43,142.51	17,983.86	25,158.65	58.32%	228,320.43	115,194.16	113,126.27	49.55%
53 - GENERAL SERVICES	2,484.77	3,649.55	-1,164.78	-46.88%	37,732.98	43,935.02	-6,202.04	-16.44%
54 - MACHINE & EQUIPMENT MAI	5,043.78	14,333.65	-9,289.87	-184.18%	22,409.79	40,763.50	-18,353.71	-81.90%
55 - CAPITAL OUTLAY	78,966.39	9,651.58	69,314.81	87.78%	367,049.92	117,476.61	249,573.31	67.99%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.00	1.08	-1.08	0.00%
<b>Department 501 - PARKS &amp; RECREATION Total:</b>	<b>200,866.43</b>	<b>108,693.14</b>	<b>92,173.29</b>	<b>45.89%</b>	<b>950,239.62</b>	<b>631,932.20</b>	<b>318,307.42</b>	<b>33.50%</b>
<b>Department: 504 - LIBRARY</b>								
51 - PERSONNEL	15,146.24	14,620.96	525.28	3.47%	74,645.77	72,385.31	2,260.46	3.03%
52 - CONTRACTUAL	1,036.35	1,335.35	-299.00	-28.85%	6,636.87	7,278.44	-641.57	-9.67%
53 - GENERAL SERVICES	1,709.09	281.04	1,428.05	83.56%	3,987.11	6,220.11	-2,233.00	-56.01%
54 - MACHINE & EQUIPMENT MAI	555.79	221.52	334.27	60.14%	898.97	1,448.72	-549.75	-61.15%
<b>Department 504 - LIBRARY Total:</b>	<b>18,447.47</b>	<b>16,458.87</b>	<b>1,988.60</b>	<b>10.78%</b>	<b>86,168.72</b>	<b>87,332.58</b>	<b>-1,163.86</b>	<b>-1.35%</b>
<b>Department: 506 - SENIOR CENTER</b>								
51 - PERSONNEL	5,162.19	5,071.73	90.46	1.75%	26,244.28	28,464.97	-2,220.69	-8.46%
52 - CONTRACTUAL	1,067.03	3,230.66	-2,163.63	-202.77%	6,530.83	14,975.86	-8,445.03	-129.31%
53 - GENERAL SERVICES	456.85	754.09	-297.24	-65.06%	4,560.77	4,846.60	-285.83	-6.27%
54 - MACHINE & EQUIPMENT MAI	-19.76	0.00	-19.76	-100.00%	4,416.85	1,131.81	3,285.04	74.38%
<b>Department 506 - SENIOR CENTER Total:</b>	<b>6,666.31</b>	<b>9,056.48</b>	<b>-2,390.17</b>	<b>-35.85%</b>	<b>41,752.73</b>	<b>49,419.24</b>	<b>-7,666.51</b>	<b>-18.36%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Department: 507 - AQUATIC CENTER</b>								
51 - PERSONNEL	0.00	0.00	0.00	0.00%	1,892.00	2,521.91	-629.91	-33.29%
52 - CONTRACTUAL	1,672.81	2,081.94	-409.13	-24.46%	10,667.07	14,883.21	-4,216.14	-39.52%
53 - GENERAL SERVICES	370.00	10.00	360.00	97.30%	1,337.50	2,592.38	-1,254.88	-93.82%
54 - MACHINE & EQUIPMENT MAI	5.30	0.00	5.30	100.00%	625.30	753.95	-128.65	-20.57%
<b>Department 507 - AQUATIC CENTER Total:</b>	<b>2,048.11</b>	<b>2,091.94</b>	<b>-43.83</b>	<b>-2.14%</b>	<b>14,521.87</b>	<b>20,751.45</b>	<b>-6,229.58</b>	<b>-42.90%</b>
<b>Department: 601 - FIRE DEPARTMENT</b>								
51 - PERSONNEL	236,250.47	256,036.13	-19,785.66	-8.37%	1,126,531.10	1,250,081.64	-123,550.54	-10.97%
52 - CONTRACTUAL	3,496.41	8,665.35	-5,168.94	-147.84%	60,413.57	63,897.68	-3,484.11	-5.77%
53 - GENERAL SERVICES	76,159.19	7,575.53	68,583.66	90.05%	144,200.62	41,240.11	102,960.51	71.40%
54 - MACHINE & EQUIPMENT MAI	4,433.91	11,694.21	-7,260.30	-163.74%	49,463.02	40,766.00	8,697.02	17.58%
55 - CAPITAL OUTLAY	26,960.00	0.00	26,960.00	100.00%	8,287.11	282,014.50	-273,727.39	-3,303.05%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.00	1.03	-1.03	0.00%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	232,124.01	137,935.91	94,188.10	40.58%
<b>Department 601 - FIRE DEPARTMENT Total:</b>	<b>347,299.98</b>	<b>283,971.22</b>	<b>63,328.76</b>	<b>18.23%</b>	<b>1,621,019.43</b>	<b>1,815,936.87</b>	<b>-194,917.44</b>	<b>-12.02%</b>
<b>Department: 701 - POLICE DEPARTMENT</b>								
51 - PERSONNEL	315,840.45	337,365.95	-21,525.50	-6.82%	1,677,168.05	1,674,170.28	2,997.77	0.18%
52 - CONTRACTUAL	27,800.84	16,534.85	11,265.99	40.52%	461,112.57	176,114.04	284,998.53	61.81%
53 - GENERAL SERVICES	26,109.49	10,237.99	15,871.50	60.79%	90,919.20	65,394.92	25,524.28	28.07%
54 - MACHINE & EQUIPMENT MAI	9,702.13	10,091.79	-389.66	-4.02%	99,663.84	55,169.09	44,494.75	44.64%
55 - CAPITAL OUTLAY	33,872.70	23,649.37	10,223.33	30.18%	147,449.95	98,441.82	49,008.13	33.24%
57 - DEBT SERVICE	0.00	51,529.65	-51,529.65	0.00%	24,887.60	76,422.25	-51,534.65	-207.07%
<b>Department 701 - POLICE DEPARTMENT Total:</b>	<b>413,325.61</b>	<b>449,409.60</b>	<b>-36,083.99</b>	<b>-8.73%</b>	<b>2,501,201.21</b>	<b>2,145,712.40</b>	<b>355,488.81</b>	<b>14.21%</b>
<b>Department: 801 - DEVELOPMENT SERVICES</b>								
51 - PERSONNEL	28,221.97	33,853.76	-5,631.79	-19.96%	146,178.71	142,898.09	3,280.62	2.24%
52 - CONTRACTUAL	7,191.44	3,599.79	3,591.65	49.94%	35,464.00	32,172.41	3,291.59	9.28%
53 - GENERAL SERVICES	818.36	813.14	5.22	0.64%	2,728.44	4,478.17	-1,749.73	-64.13%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	10,284.33	8,501.43	1,782.90	17.34%
58 - GRANT DISBURSEMENTS	5,000.00	0.00	5,000.00	100.00%	5,000.00	0.00	5,000.00	100.00%
<b>Department 801 - DEVELOPMENT SERVICES Total:</b>	<b>41,231.77</b>	<b>38,266.69</b>	<b>2,965.08</b>	<b>7.19%</b>	<b>199,655.48</b>	<b>188,050.10</b>	<b>11,605.38</b>	<b>5.81%</b>
<b>Department: 900 - TRANSFERS</b>								
59 - TRANSFER	0.00	0.00	0.00	0.00%	0.00	1,321,768.00	-1,321,768.00	0.00%
<b>Department 900 - TRANSFERS Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>1,321,768.00</b>	<b>-1,321,768.00</b>	<b>0.00%</b>
<b>Expense Total:</b>	<b>1,303,688.86</b>	<b>1,135,335.75</b>	<b>168,353.11</b>	<b>12.91%</b>	<b>6,885,153.43</b>	<b>7,649,613.90</b>	<b>-764,460.47</b>	<b>-11.10%</b>
<b>Total Revenues</b>	<b>1,930,461.96</b>	<b>1,122,297.14</b>	<b>-808,164.82</b>	<b>-41.86%</b>	<b>10,931,653.86</b>	<b>14,149,256.17</b>	<b>3,217,602.31</b>	<b>29.43%</b>
<b>Fund 01 Surplus (Deficit):</b>	<b>626,773.10</b>	<b>-13,038.61</b>	<b>-639,811.71</b>	<b>-102.08%</b>	<b>4,046,500.43</b>	<b>6,499,642.27</b>	<b>2,453,141.84</b>	<b>60.62%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (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%	223.17	0.00	-223.17	-100.00%
44 - CHARGES FOR SERVICES	685,023.54	788,019.33	102,995.79	15.04%	3,493,901.78	4,239,377.34	745,475.56	21.34%
45 - OTHER REVENUE	1,897.22	546.76	-1,350.46	-71.18%	17,255.11	3,566.00	-13,689.11	-79.33%
<b>Revenue Total:</b>	<b>686,920.76</b>	<b>788,566.09</b>	<b>101,645.33</b>	<b>14.80%</b>	<b>3,511,380.06</b>	<b>4,242,943.34</b>	<b>731,563.28</b>	<b>20.83%</b>
<b>Expense</b>								
<b>Department: 000 - UTILITIES ADMINISTRATION</b>								
51 - PERSONNEL	18,083.50	30,590.23	-12,506.73	-69.16%	96,460.56	152,168.71	-55,708.15	-57.75%
52 - CONTRACTUAL	3,964.64	922.48	3,042.16	76.73%	25,619.75	24,148.86	1,470.89	5.74%
53 - GENERAL SERVICES	0.00	93.75	-93.75	0.00%	3,838.98	982.80	2,856.18	74.40%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	110.00	0.00	110.00	100.00%
<b>Department 000 - UTILITIES ADMINISTRATION Total:</b>	<b>22,048.14</b>	<b>31,606.46</b>	<b>-9,558.32</b>	<b>-43.35%</b>	<b>126,029.29</b>	<b>177,300.37</b>	<b>-51,271.08</b>	<b>-40.68%</b>
<b>Department: 001 - WATER PRODUCTION</b>								
51 - PERSONNEL	18,040.31	19,471.73	-1,431.42	-7.93%	85,388.15	94,237.66	-8,849.51	-10.36%
52 - CONTRACTUAL	15,258.45	49,903.24	-34,644.79	-227.05%	303,687.66	347,554.76	-43,867.10	-14.44%
53 - GENERAL SERVICES	615.56	629.91	-14.35	-2.33%	2,870.62	3,827.09	-956.47	-33.32%
54 - MACHINE & EQUIPMENT MAI	1,140.46	1,092.88	47.58	4.17%	59,725.95	52,990.21	6,735.74	11.28%
55 - CAPITAL OUTLAY	17,400.00	0.00	17,400.00	100.00%	17,400.00	116,320.00	-98,920.00	-568.51%
<b>Department 001 - WATER PRODUCTION Total:</b>	<b>52,454.78</b>	<b>71,097.76</b>	<b>-18,642.98</b>	<b>-35.54%</b>	<b>469,072.38</b>	<b>614,929.72</b>	<b>-145,857.34</b>	<b>-31.09%</b>
<b>Department: 002 - WATER DISTRIBUTION</b>								
51 - PERSONNEL	15,631.04	10,821.33	4,809.71	30.77%	77,966.90	54,548.93	23,417.97	30.04%
52 - CONTRACTUAL	14,254.25	10,529.26	3,724.99	26.13%	47,513.82	105,368.03	-57,854.21	-121.76%
53 - GENERAL SERVICES	1,678.41	1,196.60	481.81	28.71%	10,787.79	15,178.39	-4,390.60	-40.70%
54 - MACHINE & EQUIPMENT MAI	10,314.40	31,798.05	-21,483.65	-208.29%	53,197.62	179,293.89	-126,096.27	-237.03%
55 - CAPITAL OUTLAY	13,662.48	0.00	13,662.48	100.00%	38,005.48	29,385.00	8,620.48	22.68%
<b>Department 002 - WATER DISTRIBUTION Total:</b>	<b>55,540.58</b>	<b>54,345.24</b>	<b>1,195.34</b>	<b>2.15%</b>	<b>227,471.61</b>	<b>383,774.24</b>	<b>-156,302.63</b>	<b>-68.71%</b>
<b>Department: 003 - CUSTOMER SERVICE</b>								
51 - PERSONNEL	13,449.85	13,961.71	-511.86	-3.81%	68,542.09	69,903.33	-1,361.24	-1.99%
52 - CONTRACTUAL	1,079.84	820.52	259.32	24.01%	3,444.74	23,749.17	-20,304.43	-589.43%
53 - GENERAL SERVICES	736.70	509.26	227.44	30.87%	2,850.12	3,555.02	-704.90	-24.73%
54 - MACHINE & EQUIPMENT MAI	-16,178.92	383.00	-16,561.92	-102.37%	13,996.65	31,499.05	-17,502.40	-125.05%
<b>Department 003 - CUSTOMER SERVICE Total:</b>	<b>-912.53</b>	<b>15,674.49</b>	<b>-16,587.02</b>	<b>-1,817.70%</b>	<b>88,833.60</b>	<b>128,706.57</b>	<b>-39,872.97</b>	<b>-44.89%</b>
<b>Department: 011 - WASTEWATER COLLECTION</b>								
51 - PERSONNEL	14,048.80	19,920.21	-5,871.41	-41.79%	74,389.24	91,649.74	-17,260.50	-23.20%
52 - CONTRACTUAL	4,752.81	21,409.14	-16,656.33	-350.45%	35,084.13	26,137.29	8,946.84	25.50%
53 - GENERAL SERVICES	1,413.42	817.47	595.95	42.16%	6,556.55	3,844.27	2,712.28	41.37%
54 - MACHINE & EQUIPMENT MAI	81.38	4,367.85	-4,286.47	-5,267.23%	16,215.77	24,430.70	-8,214.93	-50.66%
55 - CAPITAL OUTLAY	4,967.39	14,921.75	-9,954.36	-200.39%	85,083.33	21,745.25	63,338.08	74.44%
<b>Department 011 - WASTEWATER COLLECTION Total:</b>	<b>25,263.80</b>	<b>61,436.42</b>	<b>-36,172.62</b>	<b>-143.18%</b>	<b>217,329.02</b>	<b>167,807.25</b>	<b>49,521.77</b>	<b>22.79%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Department: 012 - WASTEWATER TREATMENT</b>								
52 - CONTRACTUAL	78,850.31	79,529.48	-679.17	-0.86%	403,021.53	417,182.77	-14,161.24	-3.51%
54 - MACHINE & EQUIPMENT MAI	960.00	551.65	408.35	42.54%	19,278.00	3,482.45	15,795.55	81.94%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
<b>Department 012 - WASTEWATER TREATMENT Total:</b>	<b>79,810.31</b>	<b>80,081.13</b>	<b>-270.82</b>	<b>-0.34%</b>	<b>422,299.53</b>	<b>420,665.22</b>	<b>1,634.31</b>	<b>0.39%</b>
<b>Department: 020 - BILLING &amp; COLLECTION</b>								
51 - PERSONNEL	8,052.43	6,977.34	1,075.09	13.35%	40,730.12	32,516.99	8,213.13	20.16%
52 - CONTRACTUAL	4,297.75	10,250.20	-5,952.45	-138.50%	27,172.47	33,306.53	-6,134.06	-22.57%
53 - GENERAL SERVICES	8,233.00	13,155.17	-4,922.17	-59.79%	40,123.54	65,326.12	-25,202.58	-62.81%
54 - MACHINE & EQUIPMENT MAI	752.50	265.00	487.50	64.78%	22,733.49	26,883.04	-4,149.55	-18.25%
<b>Department 020 - BILLING &amp; COLLECTION Total:</b>	<b>21,335.68</b>	<b>30,647.71</b>	<b>-9,312.03</b>	<b>-43.65%</b>	<b>130,759.62</b>	<b>158,032.68</b>	<b>-27,273.06</b>	<b>-20.86%</b>
<b>Department: 901 - NON-DEPARTMENTAL</b>								
56 - BANK CHARGES	0.00	1.44	-1.44	0.00%	1.95	13.55	-11.60	-594.87%
57 - DEBT SERVICE	1,116,546.00	1,132,886.25	-16,340.25	-1.46%	1,116,546.00	1,132,886.25	-16,340.25	-1.46%
59 - TRANSFER	31,893.57	51,779.53	-19,885.96	-62.35%	178,955.01	1,069,225.71	-890,270.70	-497.48%
<b>Department 901 - NON-DEPARTMENTAL Total:</b>	<b>1,148,439.57</b>	<b>1,184,667.22</b>	<b>-36,227.65</b>	<b>-3.15%</b>	<b>1,295,502.96</b>	<b>2,202,125.51</b>	<b>-906,622.55</b>	<b>-69.98%</b>
<b>Expense Total:</b>	<b>1,403,980.33</b>	<b>1,529,556.43</b>	<b>-125,576.10</b>	<b>-8.94%</b>	<b>2,977,298.01</b>	<b>4,253,341.56</b>	<b>-1,276,043.55</b>	<b>-42.86%</b>
<b>Total Revenues</b>	<b>686,920.76</b>	<b>788,566.09</b>	<b>101,645.33</b>	<b>14.80%</b>	<b>3,511,380.06</b>	<b>4,242,943.34</b>	<b>731,563.28</b>	<b>20.83%</b>
<b>Fund 02 Surplus (Deficit):</b>	<b>-717,059.57</b>	<b>-740,990.34</b>	<b>-23,930.77</b>	<b>-3.34%</b>	<b>534,082.05</b>	<b>-10,398.22</b>	<b>-544,480.27</b>	<b>-101.95%</b>



Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 03 - SANITARY LANDFILL FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	62,163.80	61,308.20	-855.60	-1.38%	389,908.05	416,181.60	26,273.55	6.74%
45 - OTHER REVENUE	34.14	71.94	37.80	110.72%	848.64	607.28	-241.36	-28.44%
<b>Revenue Total:</b>	<b>62,197.94</b>	<b>61,380.14</b>	<b>-817.80</b>	<b>-1.31%</b>	<b>390,756.69</b>	<b>416,788.88</b>	<b>26,032.19</b>	<b>6.66%</b>
<b>Expense</b>								
<b>Department: 030 - LANDFILL</b>								
51 - PERSONNEL	16,559.12	17,368.39	-809.27	-4.89%	90,222.05	91,623.40	-1,401.35	-1.55%
52 - CONTRACTUAL	231.03	1,615.90	-1,384.87	-599.43%	23,025.74	35,448.46	-12,422.72	-53.95%
53 - GENERAL SERVICES	4,874.19	5,436.49	-562.30	-11.54%	20,190.98	28,512.99	-8,322.01	-41.22%
54 - MACHINE & EQUIPMENT MAI	474.97	4,954.37	-4,479.40	-943.09%	55,818.73	33,418.01	22,400.72	40.13%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	56,306.78	-56,306.78	0.00%
56 - BANK CHARGES	0.00	5.39	-5.39	0.00%	0.00	10.73	-10.73	0.00%
59 - TRANSFER	0.00	0.00	0.00	0.00%	0.00	81,539.00	-81,539.00	0.00%
<b>Department 030 - LANDFILL Total:</b>	<b>22,139.31</b>	<b>29,380.54</b>	<b>-7,241.23</b>	<b>-32.71%</b>	<b>189,257.50</b>	<b>326,859.37</b>	<b>-137,601.87</b>	<b>-72.71%</b>
<b>Expense Total:</b>	<b>22,139.31</b>	<b>29,380.54</b>	<b>-7,241.23</b>	<b>-32.71%</b>	<b>189,257.50</b>	<b>326,859.37</b>	<b>-137,601.87</b>	<b>-72.71%</b>
<b>Total Revenues</b>	<b>62,197.94</b>	<b>61,380.14</b>	<b>-817.80</b>	<b>-1.31%</b>	<b>390,756.69</b>	<b>416,788.88</b>	<b>26,032.19</b>	<b>6.66%</b>
<b>Fund 03 Surplus (Deficit):</b>	<b>40,058.63</b>	<b>31,999.60</b>	<b>-8,059.03</b>	<b>-20.12%</b>	<b>201,499.19</b>	<b>89,929.51</b>	<b>-111,569.68</b>	<b>-55.37%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021	2021-2022	Feb. Variance	Variance %	2020-2021	2021-2022	YTD Variance	Variance %
	Feb. Activity	Feb. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 04 - AIRPORT FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	9,637.44	9,302.80	-334.64	-3.47%	46,995.88	65,691.15	18,695.27	39.78%
<b>Revenue Total:</b>	<b>9,637.44</b>	<b>9,302.80</b>	<b>-334.64</b>	<b>-3.47%</b>	<b>46,995.88</b>	<b>65,691.15</b>	<b>18,695.27</b>	<b>39.78%</b>
<b>Expense</b>								
<b>Department: 040 - AIRPORT</b>								
51 - PERSONNEL	420.68	314.51	106.17	25.24%	2,414.77	1,290.55	1,124.22	46.56%
52 - CONTRACTUAL	2,496.52	2,155.92	340.60	13.64%	17,607.96	28,576.22	-10,968.26	-62.29%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	71.00	34.80	36.20	50.99%
54 - MACHINE & EQUIPMENT MAI	145.00	4,123.41	-3,978.41	-2,743.73%	7,319.91	11,948.29	-4,628.38	-63.23%
<b>Department 040 - AIRPORT Total:</b>	<b>3,062.20</b>	<b>6,593.84</b>	<b>-3,531.64</b>	<b>-115.33%</b>	<b>27,413.64</b>	<b>41,849.86</b>	<b>-14,436.22</b>	<b>-52.66%</b>
<b>Expense Total:</b>	<b>3,062.20</b>	<b>6,593.84</b>	<b>-3,531.64</b>	<b>-115.33%</b>	<b>27,413.64</b>	<b>41,849.86</b>	<b>-14,436.22</b>	<b>-52.66%</b>
<b>Total Revenues</b>	<b>9,637.44</b>	<b>9,302.80</b>	<b>-334.64</b>	<b>-3.47%</b>	<b>46,995.88</b>	<b>65,691.15</b>	<b>18,695.27</b>	<b>39.78%</b>
<b>Fund 04 Surplus (Deficit):</b>	<b>6,575.24</b>	<b>2,708.96</b>	<b>-3,866.28</b>	<b>-58.80%</b>	<b>19,582.24</b>	<b>23,841.29</b>	<b>4,259.05</b>	<b>21.75%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 05 - STORM WATER DRAINAGE FUND</b>								
<b>Revenue</b>								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	223.17	0.00	-223.17	-100.00%
43 - INTERGOVERNMENTAL	0.00	661,737.47	661,737.47	0.00%	0.00	1,016,222.95	1,016,222.95	0.00%
44 - CHARGES FOR SERVICES	54,436.12	80,482.54	26,046.42	47.85%	271,091.85	380,763.31	109,671.46	40.46%
45 - OTHER REVENUE	25.68	17.90	-7.78	-30.30%	360.63	38.07	-322.56	-89.44%
<b>Revenue Total:</b>	<b>54,461.80</b>	<b>742,237.91</b>	<b>687,776.11</b>	<b>1,262.86%</b>	<b>271,675.65</b>	<b>1,397,024.33</b>	<b>1,125,348.68</b>	<b>414.23%</b>
<b>Expense</b>								
<b>Department: 050 - STORM WATER DRAINAGE</b>								
52 - CONTRACTUAL	-10,496.28	25,991.70	-36,487.98	-347.63%	8,939.79	219,320.92	-210,381.13	-2,353.31%
55 - CAPITAL OUTLAY	168,901.64	0.00	168,901.64	100.00%	430,043.65	51,510.00	378,533.65	88.02%
56 - BANK CHARGES	447.50	147.50	300.00	67.04%	447.50	647.50	-200.00	-44.69%
57 - DEBT SERVICE	409,990.00	419,536.00	-9,546.00	-2.33%	409,990.00	419,536.00	-9,546.00	-2.33%
<b>Department 050 - STORM WATER DRAINAGE Total:</b>	<b>568,842.86</b>	<b>445,675.20</b>	<b>123,167.66</b>	<b>21.65%</b>	<b>849,420.94</b>	<b>691,014.42</b>	<b>158,406.52</b>	<b>18.65%</b>
<b>Expense Total:</b>	<b>568,842.86</b>	<b>445,675.20</b>	<b>123,167.66</b>	<b>21.65%</b>	<b>849,420.94</b>	<b>691,014.42</b>	<b>158,406.52</b>	<b>18.65%</b>
<b>Total Revenues</b>	<b>54,461.80</b>	<b>742,237.91</b>	<b>687,776.11</b>	<b>1,262.86%</b>	<b>271,675.65</b>	<b>1,397,024.33</b>	<b>1,125,348.68</b>	<b>414.23%</b>
<b>Fund 05 Surplus (Deficit):</b>	<b>-514,381.06</b>	<b>296,562.71</b>	<b>810,943.77</b>	<b>157.65%</b>	<b>-577,745.29</b>	<b>706,009.91</b>	<b>1,283,755.20</b>	<b>222.20%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 07 - HOTEL OCCUPANCY TAX FUND</b>								
<b>Revenue</b>								
40 - TAXES	31,375.23	26,690.34	-4,684.89	-14.93%	87,424.91	188,080.80	100,655.89	115.13%
45 - OTHER REVENUE	7.79	33.13	25.34	325.29%	114.97	106.45	-8.52	-7.41%
<b>Revenue Total:</b>	<b>31,383.02</b>	<b>26,723.47</b>	<b>-4,659.55</b>	<b>-14.85%</b>	<b>87,539.88</b>	<b>188,187.25</b>	<b>100,647.37</b>	<b>114.97%</b>
<b>Expense</b>								
<b>Department: 070 - TOURISM</b>								
51 - PERSONNEL	6,262.20	6,158.74	103.46	1.65%	30,894.94	29,888.72	1,006.22	3.26%
52 - CONTRACTUAL	23,798.41	5,049.16	18,749.25	78.78%	141,222.88	47,625.95	93,596.93	66.28%
53 - GENERAL SERVICES	0.00	18.45	-18.45	0.00%	781.40	99.88	681.52	87.22%
58 - GRANT DISBURSEMENTS	1,100.34	2,209.77	-1,109.43	-100.83%	42,441.58	17,884.69	24,556.89	57.86%
<b>Department 070 - TOURISM Total:</b>	<b>31,160.95</b>	<b>13,436.12</b>	<b>17,724.83</b>	<b>56.88%</b>	<b>215,340.80</b>	<b>95,499.24</b>	<b>119,841.56</b>	<b>55.65%</b>
<b>Expense Total:</b>	<b>31,160.95</b>	<b>13,436.12</b>	<b>17,724.83</b>	<b>56.88%</b>	<b>215,340.80</b>	<b>95,499.24</b>	<b>119,841.56</b>	<b>55.65%</b>
<b>Total Revenues</b>	<b>31,383.02</b>	<b>26,723.47</b>	<b>-4,659.55</b>	<b>-14.85%</b>	<b>87,539.88</b>	<b>188,187.25</b>	<b>100,647.37</b>	<b>114.97%</b>
<b>Fund 07 Surplus (Deficit):</b>	<b>222.07</b>	<b>13,287.35</b>	<b>13,065.28</b>	<b>5,883.41%</b>	<b>-127,800.92</b>	<b>92,688.01</b>	<b>220,488.93</b>	<b>172.53%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 08 - DEBT SERVICE FUND</b>								
<b>Revenue</b>								
40 - TAXES	3,513.48	4,852.18	1,338.70	38.10%	255,387.91	220,812.79	-34,575.12	-13.54%
45 - OTHER REVENUE	12.37	15.35	2.98	24.09%	67.62	31.71	-35.91	-53.11%
<b>Revenue Total:</b>	<b>3,525.85</b>	<b>4,867.53</b>	<b>1,341.68</b>	<b>38.05%</b>	<b>255,455.53</b>	<b>220,844.50</b>	<b>-34,611.03</b>	<b>-13.55%</b>
<b>Expense</b>								
<b>Department: 080 - DEBT SERVICE</b>								
57 - DEBT SERVICE	400,900.00	408,050.00	-7,150.00	-1.78%	400,900.00	408,050.00	-7,150.00	-1.78%
<b>Department 080 - DEBT SERVICE Total:</b>	<b>400,900.00</b>	<b>408,050.00</b>	<b>-7,150.00</b>	<b>-1.78%</b>	<b>400,900.00</b>	<b>408,050.00</b>	<b>-7,150.00</b>	<b>-1.78%</b>
<b>Expense Total:</b>	<b>400,900.00</b>	<b>408,050.00</b>	<b>-7,150.00</b>	<b>-1.78%</b>	<b>400,900.00</b>	<b>408,050.00</b>	<b>-7,150.00</b>	<b>-1.78%</b>
<b>Total Revenues</b>	<b>3,525.85</b>	<b>4,867.53</b>	<b>1,341.68</b>	<b>38.05%</b>	<b>255,455.53</b>	<b>220,844.50</b>	<b>-34,611.03</b>	<b>-13.55%</b>
<b>Fund 08 Surplus (Deficit):</b>	<b>-397,374.15</b>	<b>-403,182.47</b>	<b>-5,808.32</b>	<b>-1.46%</b>	<b>-145,444.47</b>	<b>-187,205.50</b>	<b>-41,761.03</b>	<b>-28.71%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 10 - CAPITAL PROJECTS FUND</b>								
<b>Revenue</b>								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	0.00	801.56	801.56	0.00%
45 - OTHER REVENUE	20,783.65	492.90	-20,290.75	-97.63%	25,643.27	1,696.83	-23,946.44	-93.38%
49 - TRANSFER	0.00	0.00	0.00	0.00%	0.00	1,234,069.00	1,234,069.00	0.00%
<b>Revenue Total:</b>	<b>20,783.65</b>	<b>492.90</b>	<b>-20,290.75</b>	<b>-97.63%</b>	<b>25,643.27</b>	<b>1,236,567.39</b>	<b>1,210,924.12</b>	<b>4,722.19%</b>
<b>Expense</b>								
<b>Department: 402 - STREET MAINTENANCE</b>								
55 - CAPITAL OUTLAY	457,367.74	0.00	457,367.74	100.00%	2,135,417.75	641,913.78	1,493,503.97	69.94%
<b>Department 402 - STREET MAINTENANCE Total:</b>	<b>457,367.74</b>	<b>0.00</b>	<b>457,367.74</b>	<b>100.00%</b>	<b>2,135,417.75</b>	<b>641,913.78</b>	<b>1,493,503.97</b>	<b>69.94%</b>
<b>Expense Total:</b>	<b>457,367.74</b>	<b>0.00</b>	<b>457,367.74</b>	<b>100.00%</b>	<b>2,135,417.75</b>	<b>641,913.78</b>	<b>1,493,503.97</b>	<b>69.94%</b>
<b>Total Revenues</b>	<b>20,783.65</b>	<b>492.90</b>	<b>-20,290.75</b>	<b>-97.63%</b>	<b>25,643.27</b>	<b>1,236,567.39</b>	<b>1,210,924.12</b>	<b>4,722.19%</b>
<b>Fund 10 Surplus (Deficit):</b>	<b>-436,584.09</b>	<b>492.90</b>	<b>437,076.99</b>	<b>100.11%</b>	<b>-2,109,774.48</b>	<b>594,653.61</b>	<b>2,704,428.09</b>	<b>128.19%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 11 - CHILD SAFETY FUND</b>								
<b>Revenue</b>								
42 - FINES AND FORFEITURES	69.55	100.00	30.45	43.78%	1,132.84	1,021.73	-111.11	-9.81%
45 - OTHER REVENUE	0.16	0.28	0.12	75.00%	1.39	1.25	-0.14	-10.07%
<b>Revenue Total:</b>	<b>69.71</b>	<b>100.28</b>	<b>30.57</b>	<b>43.85%</b>	<b>1,134.23</b>	<b>1,022.98</b>	<b>-111.25</b>	<b>-9.81%</b>
<b>Total Revenues</b>	<b>69.71</b>	<b>100.28</b>	<b>30.57</b>	<b>43.85%</b>	<b>1,134.23</b>	<b>1,022.98</b>	<b>-111.25</b>	<b>-9.81%</b>
<b>Fund 11 Total:</b>	<b>69.71</b>	<b>100.28</b>	<b>30.57</b>	<b>43.85%</b>	<b>1,134.23</b>	<b>1,022.98</b>	<b>-111.25</b>	<b>-9.81%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 12 - COURT TECHNOLOGY FUND</b>								
<b>Revenue</b>								
42 - FINES AND FORFEITURES	232.75	516.19	283.44	121.78%	1,913.19	3,256.64	1,343.45	70.22%
45 - OTHER REVENUE	0.25	0.70	0.45	180.00%	2.56	1.96	-0.60	-23.44%
<b>Revenue Total:</b>	<b>233.00</b>	<b>516.89</b>	<b>283.89</b>	<b>121.84%</b>	<b>1,915.75</b>	<b>3,258.60</b>	<b>1,342.85</b>	<b>70.10%</b>
<b>Total Revenues</b>	<b>233.00</b>	<b>516.89</b>	<b>283.89</b>	<b>121.84%</b>	<b>1,915.75</b>	<b>3,258.60</b>	<b>1,342.85</b>	<b>70.10%</b>
<b>Fund 12 Total:</b>	<b>233.00</b>	<b>516.89</b>	<b>283.89</b>	<b>121.84%</b>	<b>1,915.75</b>	<b>3,258.60</b>	<b>1,342.85</b>	<b>70.10%</b>



Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021	2021-2022	Feb. Variance	Variance %	2020-2021	2021-2022	YTD Variance	Variance %
	Feb. Activity	Feb. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 13 - PUBLIC SAFETY FUND</b>								
<b>Revenue</b>								
43 - INTERGOVERNMENTAL	3,206.87	2,778.50	-428.37	-13.36%	3,206.87	2,778.50	-428.37	-13.36%
45 - OTHER REVENUE	2.41	3.47	1.06	43.98%	28.15	11.66	-16.49	-58.58%
<b>Revenue Total:</b>	<b>3,209.28</b>	<b>2,781.97</b>	<b>-427.31</b>	<b>-13.31%</b>	<b>3,235.02</b>	<b>2,790.16</b>	<b>-444.86</b>	<b>-13.75%</b>
<b>Total Revenues</b>	<b>3,209.28</b>	<b>2,781.97</b>	<b>-427.31</b>	<b>-13.31%</b>	<b>3,235.02</b>	<b>2,790.16</b>	<b>-444.86</b>	<b>-13.75%</b>
<b>Fund 13 Total:</b>	<b>3,209.28</b>	<b>2,781.97</b>	<b>-427.31</b>	<b>-13.31%</b>	<b>3,235.02</b>	<b>2,790.16</b>	<b>-444.86</b>	<b>-13.75%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 20 - TAX INCREMENT FINANCING FUND</b>								
<b>Revenue</b>								
45 - OTHER REVENUE	0.00	4.17	4.17	0.00%	0.00	4.17	4.17	0.00%
49 - TRANSFER	0.00	0.00	0.00	0.00%	0.00	106,394.00	106,394.00	0.00%
<b>Revenue Total:</b>	<b>0.00</b>	<b>4.17</b>	<b>4.17</b>	<b>0.00%</b>	<b>0.00</b>	<b>106,398.17</b>	<b>106,398.17</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>4.17</b>	<b>4.17</b>	<b>0.00%</b>	<b>0.00</b>	<b>106,398.17</b>	<b>106,398.17</b>	<b>0.00%</b>
<b>Fund 20 Total:</b>	<b>0.00</b>	<b>4.17</b>	<b>4.17</b>	<b>0.00%</b>	<b>0.00</b>	<b>106,398.17</b>	<b>106,398.17</b>	<b>0.00%</b>

Prior-Year Comparative Income Statement

For the Period Ending 02 Item 39.

Categor...					For the Period Ending 02			
	2020-2021 Feb. Activity	2021-2022 Feb. Activity	Feb. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 79 - SEDA</b>								
<b>Revenue</b>								
40 - TAXES	78,705.51	64,729.96	-13,975.55	-17.76%	278,193.38	295,707.35	17,513.97	6.30%
43 - INTERGOVERNMENTAL	0.00	33,000.00	33,000.00	0.00%	0.00	33,000.00	33,000.00	0.00%
45 - OTHER REVENUE	31.17	57.65	26.48	84.95%	359.93	694.23	334.30	92.88%
<b>Revenue Total:</b>	<b>78,736.68</b>	<b>97,787.61</b>	<b>19,050.93</b>	<b>24.20%</b>	<b>278,553.31</b>	<b>329,401.58</b>	<b>50,848.27</b>	<b>18.25%</b>
<b>Expense</b>								
<b>Department: 790 - SEDA</b>								
51 - PERSONNEL	16,896.06	22,538.69	-5,642.63	-33.40%	87,214.75	99,873.68	-12,658.93	-14.51%
52 - CONTRACTUAL	19,416.81	538.17	18,878.64	97.23%	100,761.81	55,532.48	45,229.33	44.89%
53 - GENERAL SERVICES	404.39	0.00	404.39	100.00%	1,443.76	1,048.80	394.96	27.36%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	178.13	-178.13	0.00%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	-33.00	33.00	0.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.00	42.22	-42.22	0.00%
58 - GRANT DISBURSEMENTS	3,924.79	33,000.00	-29,075.21	-740.81%	13,924.79	34,125.00	-20,200.21	-145.07%
<b>Department 790 - SEDA Total:</b>	<b>40,642.05</b>	<b>56,076.86</b>	<b>-15,434.81</b>	<b>-37.98%</b>	<b>203,345.11</b>	<b>190,767.31</b>	<b>12,577.80</b>	<b>6.19%</b>
<b>Expense Total:</b>	<b>40,642.05</b>	<b>56,076.86</b>	<b>-15,434.81</b>	<b>-37.98%</b>	<b>203,345.11</b>	<b>190,767.31</b>	<b>12,577.80</b>	<b>6.19%</b>
<b>Total Revenues</b>	<b>78,736.68</b>	<b>97,787.61</b>	<b>19,050.93</b>	<b>24.20%</b>	<b>278,553.31</b>	<b>329,401.58</b>	<b>50,848.27</b>	<b>18.25%</b>
<b>Fund 79 Surplus (Deficit):</b>	<b>38,094.63</b>	<b>41,710.75</b>	<b>3,616.12</b>	<b>9.49%</b>	<b>75,208.20</b>	<b>138,634.27</b>	<b>63,426.07</b>	<b>84.33%</b>
<b>Total Surplus (Deficit):</b>	<b>-1,350,163.21</b>	<b>-767,045.84</b>	<b>583,117.37</b>	<b>43.19%</b>	<b>1,922,391.95</b>	<b>8,061,265.06</b>	<b>6,138,873.11</b>	<b>319.34%</b>

**Fund Summary**

Fund	2020-2021		2021-2022		Feb. Variance		2020-2021		2021-2022		YTD Variance	
	Feb. Activity	Feb. Activity	Feb. Activity	Feb. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	626,773.10	-13,038.61	-639,811.71	-102.08%	4,046,500.43	6,499,642.27	2,453,141.84	60.62%				
02 - WATER AND WASTEWATE...	-717,059.57	-740,990.34	-23,930.77	-3.34%	534,082.05	-10,398.22	-544,480.27	-101.95%				
03 - SANITARY LANDFILL FUND	40,058.63	31,999.60	-8,059.03	-20.12%	201,499.19	89,929.51	-111,569.68	-55.37%				
04 - AIRPORT FUND	6,575.24	2,708.96	-3,866.28	-58.80%	19,582.24	23,841.29	4,259.05	21.75%				
05 - STORM WATER DRAINAGE...	-514,381.06	296,562.71	810,943.77	157.65%	-577,745.29	706,009.91	1,283,755.20	222.20%				
07 - HOTEL OCCUPANCY TAX F...	222.07	13,287.35	13,065.28	5,883.41%	-127,800.92	92,688.01	220,488.93	172.53%				
08 - DEBT SERVICE FUND	-397,374.15	-403,182.47	-5,808.32	-1.46%	-145,444.47	-187,205.50	-41,761.03	-28.71%				
10 - CAPITAL PROJECTS FUND	-436,584.09	492.90	437,076.99	100.11%	-2,109,774.48	594,653.61	2,704,428.09	128.19%				
11 - CHILD SAFETY FUND	69.71	100.28	30.57	43.85%	1,134.23	1,022.98	-111.25	-9.81%				
12 - COURT TECHNOLOGY FU...	233.00	516.89	283.89	121.84%	1,915.75	3,258.60	1,342.85	70.10%				
13 - PUBLIC SAFETY FUND	3,209.28	2,781.97	-427.31	-13.31%	3,235.02	2,790.16	-444.86	-13.75%				
20 - TAX INCREMENT FINANCI...	0.00	4.17	4.17	0.00%	0.00	106,398.17	106,398.17	0.00%				
79 - SEDA	38,094.63	41,710.75	3,616.12	9.49%	75,208.20	138,634.27	63,426.07	84.33%				
<b>Total Surplus (Deficit):</b>	<b>-1,350,163.21</b>	<b>-767,045.84</b>	<b>583,117.37</b>	<b>43.19%</b>	<b>1,922,391.95</b>	<b>8,061,265.06</b>	<b>6,138,873.11</b>	<b>319.34%</b>				



## REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street  
Tuesday, March 01, 2022 at 5:30 PM

### MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, March 1, 2022, in the City Hall Council Chambers, for the purpose of a Regular City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:**

- Mayor Doug Svien
- Council Member LeAnn Durfey
- Council Member Justin Haschke
- Council Member Daron Trussell
- Council Member Brady Pendleton
- Council Member Ricky Thurman
- Council Member Alan Nix
- Council Member Gerald Cook

**COUNCIL ABSENT:** Mayor Pro Tem Brandon Huckabee

**OTHERS ATTENDING:**

- Allen Barnes, City Manager
- Randy Thomas, City Attorney
- Staci King, City Secretary

#### CALL TO ORDER

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

#### PLEDGES OF ALLEGIANCE

Council Member Leann Durfey led the pledges of allegiance.

#### INVOCATION

#### PRESENTATIONS AND RECOGNITIONS

##### 1. Presentation of Stephenville Police Department Lifesaving Awards

Dan Harris, Police Chief, recognized Officer Danna Parr and Sergeant Robert Moore.

"On September 23, 2021, at approximately 8:45pm, Officer Danna Parr and Sergeant Robert Moore of the Stephenville Police Department responded to a 911 call regarding an accidental self-inflicted gunshot wound. Upon their quick arrival, they found a young man critically injured and bleeding profusely from his leg.

They immediately performed lifesaving actions applying a tourniquet, stopping the bleeding, treating the victim for shock, and preparing him for EMS arrival. He would ultimately survive his injury. The medical professionals treating him would advise that he could not have lost one more pint of blood.

The heroic actions of Officer Parr and Sergeant Moore are exemplary of the top-notch professionalism of the men and women of the Stephenville Police Department.”

Dr. James Hurley presented Officers Parr and Moore with a Tarleton State University President’s Honor Coin.

## 2. Tarleton State University Update from Dr. James Hurley, President

Dr. Hurley began by thanking the City of Stephenville for their partnership with the university and sharing demographic information about the student body.

- 97% of students are from Texas
- Tarleton ranks third in student body representation from each of the 254 counties in Texas, behind the University of Texas at Austin and Texas A&M University in College Station
- 54% of Tarleton students are first-generation learners
- Applications are up 16% and currently acceptance is up 12%

Dr. Hurley and Ms. Lori Beaty gave updates on multiple projects at the university, to include:

- New aquatics facility – estimated completion and opening in 45 to 60 days
- Improvements to softball, baseball, football, and track facilities
- Parking garage with retail space at Washington and Saint Felix Streets
  - 600 space parking garage
  - First floor retail space to include the only full-service Buffalo Wild Wings located on a university campus, new home to the university bookstore for easier access, and an additional 3,000 square foot space.
- New Health Science facility - \$85 million facility that will offer education for Occupational Therapy, Physical Therapy, and Physician Assistants with the goal of increasing health care accessibility in rural areas
- Hotel and Convocation Center – the proposed 7,500 seat facility will allow Tarleton more opportunities within Division I, while also providing a space for non-athletic entertainment such as concerts.

## CITIZENS GENERAL DISCUSSION

No one came forward to address the council.

## PARKS AND LEISURE SERVICES COMMITTEE

Daron Trussell, Chair

### 3. Committee Report - February 15, 2022

Daron Trussell, chair, gave the committee report.

### 4. Consider Approval of an Ordinance Amending the City of Stephenville Code of Ordinances by the addition of Chapter 97 *Municipal Parks, Facilities, and Cemeteries*

This item was removed from the agenda for further review.

## PUBLIC WORKS COMMITTEE

Alan Nix, Chair

### 5. Committee Report - February 15, 2022

Alan Nix, chair, gave the committee report.

### 6. Consider Approval of Amendment No. 5 with Waste Connections for the Collections, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste

MOTION by Alan Nix, second by Justin Haschke, to approve Amendment No. 5 to the Waste Connections Contract. MOTION CARRIED by unanimous vote.

**NOMINATIONS COMMITTEE****Gerald Cook, Chair****7. Nominations Committee Report – February 15, 2022**

Gerald Cook, chair, gave the committee report.

**8. Consider Approval of Appointments to Citizen Boards and Commissions**

MOTION by Gerald Cook, second by Alan Nix to make the following appointments:

Planning and Zoning Commission, Place 7 - Tom Hines

Board of Adjustment, Alternate 1 – Matthew Miller

MOTION CARRIED by unanimous vote.

**PERSONNEL COMMITTEE****Ricky Thurman, Chair****9. Committee Report - February 15, 2022**

Ricky Thurman, chair, gave the committee report.

**FINANCIAL REPORTS****Monica Harris, Director of Finance****10. Monthly Budget Report for the Period Ending January 31, 2022**

Monica Harris, Director of Finance, gave the following report:

In reviewing the financial statements ending January 31, 2022, the financial indicators are overall as or better than anticipated.

**Property Tax** - We received \$2.99 million in property taxes in the month of January, resulting in \$4K or .07% increase over funds collected last fiscal year to date. The amount collected is 92.58% of budget, which is 0.57% or \$38K less than anticipated.

**Sales Tax** - We received \$654K in sales tax in January, resulting in \$377K or 15.79% more than the funds collected last fiscal year to date. The amount collected is 37.82% of the \$7.3 million budgeted, which is 4.28% higher than anticipated.

**Revenue (Budgetary comparison)** - The target budget for operating revenue is \$13.3 million. We received \$14.5 million in operating revenue fiscal year to date, resulting in \$1.2 million over the target budget due to sales taxes, service charges, and other income.

**Expenditures (Budgetary comparison)** - The target budget for operating expenditures is \$7.7 million. We expended \$6.8 million in operating expenditures fiscal year to date, resulting in \$919K under the target budget.

**Revenue (Prior year comparison)** - Operating revenue received last year was \$12.9 million as compared to the current year's \$14.5 million, resulting in a \$1.6 million increase due to property tax, sales taxes, franchise taxes, hotel occupancy taxes, sports venue taxes, service charges, and other income.

**Expenditures (Prior year comparison)** - Operating expenditures last year were \$6.9 million as compared to the current year's \$6.8 million, resulting in a \$74K decrease, which relates to repair of the public safety building in the prior year.

**STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT****Jeff Sandford, Executive Director**

Jeff Sandford, Executive Director, SEDA, gave updates on economic development in the city.

**CONSENT AGENDA**

- 11. Approve Minutes - February 1, 2022 Regular City Council Meeting**
- 12. Approve Minutes - February 15, 2022 Special City Council Meeting**
- 13. Assessment Resolution for Steering Committee of Cities Served by Atmos Energy**
- 14. Assessment Resolution for Steering Committee of Cities Served by Oncor**

MOTION by Justin Haschke, second by Ricky Thurman, to approve the consent agenda as presented. MOTION CARRIED by unanimous vote.

**COMMENTS BY CITY MANAGER**

- Tuesday, March 15 - Council Committee Meetings**
- Tuesday, April 5 - Regular City Council Meeting**

**COMMENTS BY COUNCIL MEMBERS**

LeAnn Durfey congratulated the Stephenville baseball team on their first alumni game; she said it was a great opportunity to catch up with old friends. She also encouraged people to go vote if they hadn't already done so.

Justin Haschke also reminded people to go vote and enjoy the activities happening downtown.

Alan Nix wished his wife, Jan, a very happy birthday.

**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:**

- 15. Section 551.071 Consultation with Attorney - Pending or Contemplated Litigation - Opioid Settlement**
- 16. Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Crossing**

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

- 15. Section 551.071 Consultation with Attorney - Pending or Contemplated Litigation - Opioid Settlement**

MOTION by Justin Haschke, second by Alan Nix to approve the Opioid Settlement as discussed in executive session. MOTION CARRIED by unanimous vote.

**ADJOURN**

The meeting was adjourned at 6:37 p.m.

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Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary





## SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street  
Tuesday, March 15, 2022 at 6:10 PM

### MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, March 15, 2022 at 6:10 p.m., in the City Hall Council Chambers, 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 Justin Haschke
- Council Member Daron Trussell
- Council Member Brady Pendleton
- Council Member Ricky Thurman
- Council Member Alan Nix
- Council Member Gerald Cook
- Mayor Pro Tem Brandon Huckabee

**COUNCIL ABSENT:**

**OTHERS ATTENDING:**

- Allen Barnes, City Manager
- Randy Thomas, City Attorney
- Staci King, City Secretary

**CALL TO ORDER**

Mayor Svien called the meeting to order at 6:10 p.m.

**REGULAR AGENDA**

**1. Consider Approval of an Expenditure for Downtown Lighting**

MOTION by Brady Pendleton, second by Gerald Cook, to approve the expenditure for downtown lighting.

Discussion was held regarding installing new lights prior to receiving the finalized Downtown Master Plan. It was also suggested that Erath County be contacted to discuss sharing the cost. Council discussed tabling the discussion until the April council meeting so that additional information could be gathered to address concerns.

MOTION by Brady Pendleton, second by Gerald Cook, to table the item until April 5, 2022. MOTION CARRIED by unanimous vote.

**2. Consider Approval of an Expenditure for the Purchase of a Vehicle for the Parks and Leisure Services Department**

MOTION by Justin Haschke, second by LeAnn Durfey, to approve the expenditure of funds to purchase a vehicle for the Parks and Leisure Services Department. MOTION CARRIED by unanimous vote.

**EXECUTIVE SESSION**

**In compliance with the provisions of the Texas Open Meetings Act, Texas Government Code Chapter 551, Subchapter D, in accordance with:**

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

- 1. City Manager**
- 2. City Attorney**
- 3. City Secretary**

Mayor Svien called the meeting into Executive Session at 6:20 p.m. The meeting was called back to open session at 7:11 p.m. No action taken

**ADJOURN**

The meeting was adjourned at 7:11 p.m.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Staci L. King, City Secretary



## SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street  
Thursday, March 17, 2022 at 5:30 PM

### MINUTES

The City Council of the City of Stephenville, Texas, convened on Thursday, March 17, 2022, in the City Hall Council Chambers, 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 Justin Haschke  
Council Member Daron Trussell  
Council Member Brady Pendleton  
Council Member Ricky Thurman  
Council Member Alan Nix

**COUNCIL ABSENT:** Council Member Gerald Cook  
Council Member Brandon Huckabee

**OTHERS ATTENDING:** Allen Barnes, City Manager

#### CALL TO ORDER

Mayor Svien called the meeting to order at 5:38 p.m.

#### EXECUTIVE SESSION

In compliance with the provisions of the Texas Open Meetings Act, Texas Government Code Chapter 551, Subchapter D, in accordance with:

1. ***Section 551.074. Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:***
  1. Assistant Director of Public Works
  2. Director of Public Works
  3. Director of Finance
  4. Police Chief
  5. Fire Chief
  6. Assistant City Manager

Mayor Svien called the meeting into executive session at 5:38 p.m.

Mayor Svien called the meeting back into regular session at 6:10 p.m.

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

MOTION by Ricky Thurman, second by Alan Nix, to authorize the City Manager to extend an employment offer to the finalist for the Assistant Director of Public Works at a salary of \$110,000 with the intention of addressing the other listed positions and pay plan at the April 5 council meeting. MOTION CARRIED by unanimous vote.

**ADJOURN**

The meeting was adjourned at 6:10 p.m.

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Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary

Public Works Committee  
**STAFF REPORT**



**SUBJECT:** Road Construction Work On-Call Contract  
**MEETING:** Regular City Council Meeting - 05 Apr 2022  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

**RECOMMENDATION:**

It is the recommendation of the Public Works and Purchasing Departments that the contract for this year's Road Construction Work On-Call be awarded to Cruz Hernandez Construction and Pavement Restoration, Inc.

**BACKGROUND:**

Similar contracts have been awarded and renewed in previous years. This contract was originally awarded in FY16-17 and the City reserved the right to renew the contract for successive in increments of one year periods. This bid has 48 total items and is split between two vendors - Cruz Hernandez Construction and Pavement Restoration.

FY 2022-2023 prices are attached and items on bid were split as follows:

- Pavement Restoration, Inc. - item 19
- Cruz Hernandez Construction - items 1, 21-31, 34-38, 41

**PROJECT:**

The contract provides for on-call services to address paving projects as needed in a time-efficient manner.

**ATTACHMENTS:**

Cruz Hernandez Construction Bid  
Pavement Restoration, Inc. Bid

**SCHEDULE OF ITEMS**

Item No.	Quantity Range	Item Description & Unit Price
1		Removal of existing asphalt, excavation of street section and disposal of all material.
	0 - 500 CY	<u>\$25.00</u> per cubic yard
	501 - 1,000 CY	<u>\$20.00</u> per cubic yard
	1,001 - over CY	<u>\$20.00</u> per cubic yard
2		Pulverizing existing asphalt and base material; 6" deep only (No compaction).
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
3		Recycling or Pulverizing existing asphalt and base material a minimum of 6" deep; scarify subgrade 6" deep; compact & finish subgrade & pulverize material complete in place (95% subgrade and base compaction required).
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
4		Recycling or Pulverizing existing asphalt and base material a minimum of 6"; scarify subgrade 6"; compact and finish subgrade & pulverized base course complete in place (3% Portland cement treated base and compaction required).
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
5		Milling existing asphaltic pavement 2" deep with haul-off of materials and with traffic control.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
6		Dig out 8" and replace with Type B, Hot Mix Asphaltic Concrete with haul-off and with traffic control.
	0 - 250 TON	_____ per Ton
	251 - 500 TON	_____ per Ton
	501 - over TON	_____ per Ton

14	Single Course Treatment, Grade 4 coverstone, CHFRS-2 @ 0.40 gal/SY; complete in place.
0 - 1,000 SY	_____ per square yard
1,001 - 5,000 SY	_____ per square yard
5,001 - over SY	_____ per square yard
15	Single Course Treatment, Grade 4 coverstone, CRS-2TR @ 0.40 gal/SY; complete in place.
0 - 1,000 SY	_____ per square yard
1,001 - 5,000 SY	_____ per square yard
5,001 - over SY	_____ per square yard
16	Fog Seal Treatment, TRMSS @ 0.20 gal/SY; complete in place.
0 - 1,000 SY	_____ per square yard
1,001 - 5,000 SY	_____ per square yard
5,001 - over SY	_____ per square yard
17	Fog Seal Treatment, TRFog @ 0.20 gal/SY; complete in place.
0 - 1,000 SY	_____ per square yard
1,001 - 5,000 SY	_____ per square yard
5,001 - over SY	_____ per square yard
18	Fog Seal Treatment, CSS-1h @ 0.20 gal/SY; complete in place.
0 - 1,000 SY	_____ per square yard
1,001 - 5,000 SY	_____ per square yard
5,001 - over SY	_____ per square yard
19	Rejuvenation Treatment, Reclamite @ 0.10 gal/SY; complete in place.
0 - 1,000 SY	_____ per square yard
1,001 - 5,000 SY	_____ per square yard
5,001 - over SY	_____ per square yard
20	Crack Sealing (Crafco Polyflex Type 3)
0 - 500 LF	_____ per linear feet
501 - 1000 LF	_____ per linear feet
1,001 - over LF	_____ per linear feet
21	Removal of curb & gutter.
0 - 50 LF	<u>\$3.00</u> _____ per linear feet
51 - 100 LF	<u>\$3.00</u> _____ per linear feet
101 - over LF	<u>\$3.00</u> _____ per linear feet

22	Removal of reinforced concrete.
0 - 50 CY	<u>\$25.00</u> per cubic yard
51 - over CY	<u>\$25.00</u> per cubic yard
23	Curb & Gutter, standard 24" section, 3000 psi concrete, complete in place (Inclusive of 3-No. 3 bars). To include backfill behind curb.
0 - 50 LF	<u>\$25.00</u> per linear feet
51 - 100 LF	<u>\$25.00</u> per linear feet
101 - over LF	<u>\$25.00</u> per linear feet
24	Curb & Gutter, standard 30" section, 3000 psi concrete, complete in place (Inclusive of 3-No. 3 bars). To include backfill behind curb.
0 - 50 LF	<u>\$25.00</u> per linear feet
51 - 100 LF	<u>\$25.00</u> per linear feet
101 - over LF	<u>\$25.00</u> per linear feet
25	Standup Curb, TxDOT Type II, 3000 psi concrete, complete in place (Inclusive of 2-No. 3 bars). To include backfill behind curb.
0 - 50 LF	<u>\$25.00</u> per linear feet
51 - 100 LF	<u>\$25.00</u> per linear feet
101 - over LF	<u>\$25.00</u> per linear feet
26	Ribbon Curb, standard 6" x 12" section, 3000 psi concrete, complete in place (Inclusive of 2-No. 3 bars). To include backfill behind curb.
0 - 50 LF	<u>\$25.00</u> per linear feet
51 - 100 LF	<u>\$25.00</u> per linear feet
101 - over LF	<u>\$25.00</u> per linear feet
27	4' Concrete Sidewalk, 4" thick, 3000 psi concrete, with reinforcement, complete in place.
0 - 1,000 SF	<u>\$5.50</u> per square feet
1,001 - 5,000 SF	<u>\$5.50</u> per square feet
28	4' Concrete Sidewalk, 6" thick, 3000 psi concrete, with reinforcement, complete in place.
0 - 1,000 SF	<u>\$5.50</u> per square feet
1,001 - 5,000 SF	<u>\$5.50</u> per square feet
29	Structural Concrete with reinforcement (culvert headwalls)
0 - 50 CY	<u>\$155.00</u> per cubic yard
51 - over CY	<u>\$155.00</u> per cubic yard



30	Structural Concrete with reinforcement (retaining walls, box culverts)
0 - 50 CY	\$155.00 per cubic yard
51 - over CY	\$155.00 per cubic yard
31	Structural Concrete riprap with reinforcement (slope & flat work)
4"	\$6.50 per square foot
6"	\$6.50 per square foot
8"	\$7.50 per square foot
32	Rock riprap (grouted) and placement
3" - 5"	per cubic yard
10" - 12"	per cubic yard
33	Rock riprap (ungROUTED) and placement
3" - 5"	per cubic yard
10" - 12"	per cubic yard
34	Typical Sidewalk Ramp Type 1 (TxDOT Standard)
0-5 EA	\$950.00 each
35	Typical Sidewalk Ramp Type 2 (TxDOT Standard)
0-5 EA	\$950.00 each
36	Typical Sidewalk Ramp Type 5 (TxDOT Standard)
0-5 EA	\$950.00 each
37	Typical Sidewalk Ramp Type 7 & 10 (TxDOT Standard)
0-5 EA	\$950.00 each
38	Typical Sidewalk Ramp Type 20 (TxDOT Standard)
0-5 EA	\$1,000.00 each
39	Adjust standard water valve boxes & install concrete collar.
0-5 EA	each
40	Adjust standard storm water and sewer manhole ring & install concrete collar.
0-5 EA	each
41	Structural excavation and backfill
0 - 100 CY	\$25.00 per cubic yard
101 - over CY	\$25.00 per cubic yard

ITB 3294

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COMPANY NAME Cruz Hernandez Concrete Construction

ADDRESS \_\_\_\_\_

5595 County Road 456

Stephenville, Tx. 76401

AUTHORIZED BIDDER Cruz Hernandez

Print or type

  
Signature

Phone 254-968-3515

Fax 254-968-1028

Date March 2, 2022

Email ch.concretelc@gmail.com

**Note: Bid must be signed by a person having the authority to bind the firm in a contract  
Bids not manually signed will be rejected**


14	Single Course Treatment, Grade 4 coverstone, CHFRS-2 @ 0.40 gal/SY, complete in place.	
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
15	Single Course Treatment, Grade 4 coverstone, CRS-2TR @ 0.40 gal/SY, complete in place.	
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
16	Fog Seal Treatment, TRMSS @ 0.20 gal/SY, complete in place.	
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
17	Fog Seal Treatment, TRFog @ 0.20 gal/SY, complete in place.	
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
18	Fog Seal Treatment, CSS-1hr @ 0.20 gal/SY, complete in place.	
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
19	Rejuvenation Treatment, Reclamite @ 0.10 gal/SY, complete in place.	
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
20	Crack Sealing (Crafco Polyflex Type 3)	
	0 - 500 LF	_____ per linear feet
	501 - 1000 LF	_____ per linear feet
	1,001 - over LF	_____ per linear feet
21	Removal of curb & gutter.	
	0 - 50 LF	_____ per linear feet
	51 - 100 LF	_____ per linear feet
	101 - over LF	_____ per linear feet

COMPANY NAME PAVEMENT RESTORATION Inc

ADDRESS 111 VAUEY KNOLL  
BOZMAN TX  
78006

AUTHORIZED BIDDER ROBERT WIGGINS

Print or type



Signature

Phone 813-3232710

Fax 

Date 2/24/22

Email ROB.W@PAVRESTORE.COM

**Note: Bid must be signed by a person having the authority to bind the firm in a contract  
Bids not manually signed will be rejected**

Public Works  
**STAFF REPORT**



**SUBJECT:** 2022 Swan, Hyman, and Dale Resurfacing Project  
**MEETING:** Council Meeting – 05 APR 2022  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

**RECOMMENDATION:**

Staff recommends award of the 2022 Swan, Hyman, and Dale Resurfacing Project to Jay Mills Contracting, Inc. in the amount of \$271,839.25.

**BACKGROUND:**

On March 9, 2022, the City of Stephenville opened bids for the above referenced project. Swan Street and Hyman Street received stormwater upgrades as part of a \$2 million grant from the Texas General Land Office. In order to award the stormwater improvements and comply with grant funding requirements, the pavement resurfacing was removed from the stormwater project. South Dale Avenue has a history of drainage problems that will be addressed with this project.

**PROJECT:**

The project includes the asphalt resurfacing of pavement on Swan, Hyman, and Dale.

**FISCAL IMPACT SUMMARY:**

Project funding was appropriated in the adopted FY22-23 budget as part of the annual pavement maintenance budget. The proposed cost is approximately 23 percent of the total (\$1,174,069) allocated street maintenance budget.

**ATTACHMENTS:**

**2022 SWAN, HYMAN, AND DALE RESURFACING PROJECT**

City of Stephenville, TX  
Bid Opened March 9, 2021

	<b>CONTRACTOR</b>	<b>LOCATION</b>	<b>TOTAL BID</b>
1	Jay Mills Contracting, Inc.	Stephenville, TX	\$271,839.25



## CONCESSIONAIRE LICENSE AGREEMENT

THIS CONCESSIONAIRE LICENSE AGREEMENT is made this 5<sup>th</sup> day of April, 2022, by and between City of Stephenville, a political subdivision of the State of Texas ("City"), and The Purple Goat, LLC, 2025 E. Washington Stephenville, TX 76401 ("Licensee"). In consideration of the mutual promises stated herein, each of the parties hereto agrees as follows:

### SECTION 1. LICENSE

City hereby grants to Licensee a nonexclusive license to: food and non-alcoholic beverage vending during all athletic events and Splashville Aquatics at the Stephenville City Park (the "Premises") in accordance with this Agreement. Refer to Attachment A, attached hereto and incorporated herein by this reference, for exact dates and times of operation, products that will be sold or provided, and prices. The Premises shall be provided "as is", and the City will not provide any funds for capital or other improvements to the Premises.

### SECTION 2. DURATION

This Agreement shall commence twelve- month (12) and shall continue in effect until March 5, 2023, unless earlier terminated as provided below.

### SECTION 3. LICENSE FEE

The Licensee shall pay the City 20% of total monthly gross sale beginning on May 5, 2022. Licensee shall pay the City, on or before the 5<sup>th</sup> day of each succeeding month.

If any License Fee payment is more than ten (10) days past due, a ten percent (10%) late penalty shall apply to the balance owing. If any payment is more than sixty (60) days past due, this Agreement shall terminate without further notice to Licensee, and the Licensee shall not be allowed use of the Premises.

### SECTION 4. LICENSEE'S DUTIES

1. Licensee and its employees shall comply with all rules and regulations of the City relating to the use of and conduct at the Premises. Licensee and its employees shall comply with all applicable federal, state, and local laws while acting under this license. Licensee shall be liable to the City for loss or damage it or its employees, cause to the Premises during the periods of use of this license.
2. Licensee shall maintain and operate the concession services and products in a commercially reasonable manner.
3. If the Licensee wishes to make capital improvements to a permanent structure, the area surrounding the structure, or wants to construct a permanent or temporary structure, Licensee must propose the improvements or construction to the City's Parks and Leisure Services Department ("Parks") in writing. This proposal must include site plans and specific construction drawings. Parks may approve or disallow the improvements, in its sole discretion. If the proposal is approved by Parks a separate written agreement will be developed between the City and the Licensee. The Licensee will be responsible to apply for and obtain all necessary permits that may be required by the City, County or State Health District or other regulatory agencies. At such time as the Agreement is terminated, any improvements become the property of the City.

## **SECTION 5. INSURANCE REQUIREMENTS**

Maintenance of insurance as required herein shall not be construed to limit the liability of the Licensee to the coverage provided by insurance or to limit the City's recourse.

The Licensee shall obtain and maintain continuously, at its own expense, the following primary insurance appropriate to the activity and necessary to protect the public for the term of the Agreement:

1. *Commercial general liability insurance* including Product – Completed Operations coverage with a minimum limit of \$1,000,000 per occurrence and endorsed to include the City, elected officials, and employees as an additional insured. Claims-made Commercial General Liability insurance will not be accepted.
2. If the scope of services includes activities involving the use of automobile, *automobile liability* insurance for ANY AUTO with a minimum limit of \$1,000,000 combined single limit is required.
3. The Licensee shall provide or purchase *workers' compensation* insurance coverage to meet the Texas State Industrial Insurance regulations and cause any subcontractors working on behalf of the Licensee to also carry such insurance prior to performing work under the Agreement. The City will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Licensee its employees, consultants, or subcontractors which might arise under the Texas State Industrial Insurance laws.
4. All insurance shall be placed with insurance carriers licensed to do business in the state of Texas and with carriers subject to approval by the City. The City reserves the right to receive a certified copy of the required insurance policies and to approve all deductibles. Insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City.
5. Upon execution of this Agreement and within ten (10) days after the bid award, if any, the Licensee shall provide the City with a certificate of insurance outlining the required coverage's, limits and additional insured endorsement. Approval of insurance is a condition precedent to approval of this Agreement by the City's Parks and Leisure Director.
6. Licensee shall obtain all other permits and licenses required by law. By executing this document, the City does not warrant whether any other permits or licenses are necessary.

## **SECTION 6. HOLD HARMLESS**

Licensee shall protect, hold harmless, indemnify, and defend, at its own expense, City, its officers, elected and appointed officials, employees, and agents, from and against any loss or claim for damages of any nature whatsoever, arising out of this license, including claims by Licensee's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City its officers, elected or appointed officials, employees, or agents.

## **SECTION 7. FEDERAL NON-DISCRIMINATION**

The City assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration

Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City sponsored program or activity. The City further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

**SECTION 8. TERMINATION**

In addition to termination by the City as provided in Section 3, above, either party may terminate this Agreement by giving at least ten (10) days’ written notice of termination to the other party, except that the City may, at its election, terminate this Agreement at any time if Licensee fails to comply with any of the provisions of this Agreement. City may retain any advanced payments.

**SECTION 9. FORCE MAJEURE**

If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, epidemic, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

**SECTION 10. NON-ASSIGNMENT**

The Licensee shall not assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

**SECTION 11. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas and any lawsuit regarding this Agreement must be brought in Erath County, Stephenville, Texas.

**SECTION 12. SEVERABILITY**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION 13. ENTIRE AGREEMENT**

This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.

City of Stephenville

The Purple Goat

By: \_\_\_\_\_  
Doug Svien, Mayor City of Stephenville

By: \_\_\_\_\_  
VW & Cynthia Stephens



Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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



## STAFF REPORT

**SUBJECT:** Enter into a contract with Johnston Technical Services for Radio Equipment Shelter & Generator

**DEPARTMENT:** Police

**STAFF CONTACT:** James Gresham

### RECOMMENDATION:

Approve the proposed contract for radio tower shelter and generator work in the amount of \$282,087.82.

### BACKGROUND:

In December of 2021 council entered into a systems purchase agreement with L3 Harris Inc. for the City of Stephenville to join the Granbury Regional Radio Network. (GRRN) The total cost estimate included a quote for shelter and generator work at the Prather radio tower. This includes the purchase and rehabilitation of a used shelter to store the radio and network equipment in. The shelter is weather and security resistant and includes site and civil work and the addition of a 35KW backup generator.

Johnston Technical Services (JTS) submitted an original estimate in May of 2021 for \$246,918.75. Based upon their experience in installing the Granbury radio core, changes in specifications, and increases in construction and material costs the updated quote for the work is \$282,087.02. Some of the equipment in this contract has lead times in excess of 40 weeks.

This quote is through Department of Information Resources (DIR purchasing co-op) and multiple bids are not required.

### FISCAL IMPACT SUMMARY:

The expenditure amount of \$282,087.02 is more than the budgeted amount of \$246,918.75 by \$35,168.27. The project contains a contingency amount of \$86,935.21. However, cost savings in other areas will reduce the contingency amount currently needed to \$945.14.

### ALTERNATIVES

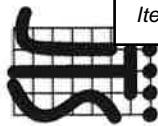
Seek alternative bids.

<b>Infrastructure Items</b>	<b>Pricing</b>
P25 Simulcast Site Equipment (Connected to Granbury Core)	\$327,480.28
Dispatch Consoles & Backup Radios (QTY 3)	\$188,841.06
PD Mobiles - XL200M (QTY 25)	\$228,327.25
PD Portables - XL200P (QTY 50)	\$341,326.00
FD Mobiles - XL200M (QTY 20)	\$172,376.20
FD Portables - XL400P (QTY 35)	\$361,565.40
<b>P25 Hardware Subtotal (System &amp; Subscriber Units)</b>	<b>\$1,619,916.19</b>
Professional Services (Inc. In-Building Guarantee)	\$445,533.00
<b>System &amp; Services Subtotal</b>	<b>\$2,065,449.19</b>
Granbury Regional Network Discount	(\$555,047.49)
Contract Signing Discount	(\$153,287.60)
<b>Total L3H Infrastructure Cost (without maintenance)</b>	<b>\$1,357,114.10</b>

HigherGround Logging Recorder Upgrades	\$32,981.85
Equipment Shelter, Civil Work, & Generator	\$246,918.75
Microwave Backhaul System - 4 paths	\$299,667.46
Non-L3H Equipment Contingency (15%)	\$86,935.21
<b>Total Non-L3H Infrastructure Cost</b>	<b>\$633,521.42</b>
<b>Total Infrastructure Cost (L3H &amp; Non-L3H)</b>	<b>\$1,990,635.52</b>

Actual Cost	Variance
-------------	----------

\$ 282,087.02	(\$35,168.27)
\$ 265,444.33	\$34,223.13
	(\$945.14)



**JTS**  
5310 S Cockrell Hill Road Phone 972-620-1435  
Dallas, TX 75236  
JTS Tax ID#: 752621300 Fax  
*The Preferred Choice in Wireless Integration*

# Proposal

Quote #	JTSQ9819-01
Date	03/08/22
Sales Rep.	Kyle Fuller

Quote To:

James Gresham  
City of Stephenville  
298 W. Washington  
Stephenville, TX 76401

Ship To:

James Gresham  
City of Stephenville  
298 W. Washington  
Stephenville, TX 76401

Bill To:

James Gresham  
City of Stephenville  
298 W. Washington  
Stephenville, TX 76401

Project:

Stephenville PD - Turn-Key  
Shelter & Generator (DIR  
Quote)

- Pricing is in accordance with State of Texas DIR contract #DIR-TSO-3965. **DIR-TSO-3965 and the above Quote # must be referenced on the PO.**
- Contract Term End Date for DIR-TSO-3965 is 08/11/2022. Expiration date of this contract is 08/11/2022.
- Email purchase order to: sales@jts.net.
- This quotation is valid for a period of thirty (30) days. Pricing shown is FOB: Destination.
- Terms are: NET 30.
- This quotation does not include sales tax, as customer is tax-exempt.
- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs. JTS warrants it's workmanship for a period of one (1) calendar year from the date of installation completion.
- Travel expenses quoted (where applicable) must comply with the Texas State Travel Regulations, and Appendix A - Section 8, F of this Contract.
- A late fee on past due invoices will apply.
- Payments via credit card are subject to a 3% service fee.

Site Location:

Prather Tower  
844 County Road 257  
Stephenville, TX 76401  
32.191667, -98.252618

NOTES:

- 1) Unless otherwise agreed upon in writing, invoicing terms are as follows: 50% will be invoiced upon Purchase Order issuance; 35% will be invoiced upon completion of all Refurb Services, Civil Services, and Shipment of all Equipment. Final payment of 15% may be invoiced once Final Acceptance of the associated equipment/services/installation/deliverables has been approved/completed by the City and its Consultant. Final Inspection of associated equipment/services/installation/deliverables will be performed on the day of project completion. The day and estimated timing of project completion will be coordinated at least two weeks in advance with the Buyer so the Final Inspection can be properly coordinated with all pertinent Buyer representatives. After the Final Inspection is completed, the Buyer shall either issue Final Acceptance or report any deficiencies requiring correction. The deficiencies will be re-inspected by the Buyer after the corrective actions are completed which is anticipated to be either the same weekday as project completion or the following weekday. Interest will be charged at a rate of 1.5% per month on any outstanding past due balance.
- 2) Storage of equipment is provided at no cost for 60 days from the date of purchase, after which a storage charge of \$100/mo per item will be assessed to Buyer.
- 3) Buyer is responsible for any related building/electrical/mechanical/zoning permitting.
- 4) For all shipping and crane offload services performed by JTS: any cancellation of these services by the Buyer without a minimum

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DAY NOTICE will incur a fee of 18% of the quoted shipping & offload prices.  
 JTS will execute this project with the assistance of our designated subcontractors - CellSite Solutions, LLC and Fortress Facilities.  
 6) Pricing is subject to availability of Equipment at the time of order.  
 7) Total price includes freight charges. However, due to the recent changes in the shipping industry, we cannot guarantee the shipping rates until 7 days prior to delivery. This number is budgetary, and additional charges may apply if shipping rates do change.  
 8) This quote assumes normal access to the Site. If the site is deemed difficult, then additional charges may apply.

Line #	Qty	Description	Total Price
1	1	SBAFL1009-0916-9641 (Refurbished CellXion/Sabre 09x16 Concrete Shelter, Serial # SNXT2909641)	\$34,875.00
2		<b>Shelter Includes:</b> - Service Panel - Unit will be Inspected - Used Manual Disconnect - Unit will be Inspected - Inspection of all Wires & Outlets - Ladder Rack - wiped clean - Awning - Working Door Hardware & Pick Guard, Including 2 Keys - New Exterior Light - All Shipping Costs Included at this price	
3		<b>Cleaning of Shelter will Include:</b> - Cleaning of all Walls, and Ceiling - Cleaning of Floor - Rosen Paper will be laid down post-cleaning - Caulking all Exterior Seams - Capping all Entry Ports - Plugging any open holes larger than 2" in Diameter on Exterior - Clean & Zip-tie Interior Lights - Cleaning Interior HVAC Grilles - Cleaning Interior & Exterior of Service Panel, Disconnect, and Surge Suppression System. - Cleaning of all Conduit, and ensuring all conduit fittings are screwed into the Wall. - Inspection of all FRP, as well as, all Trim Strips to make sure all are present & uniformly applied. If FRP has any "cosmetic" defects then there may be a change order to the customer to replace. If FRP has any defects due to water leakage then JTS will cover the cost. - Inspecting Condition of Vinyl Floor Tiles - Extra Floor Tiles will be provided to Customer	
4	1	HVAC- 3-Ton	\$16,812.50
5		<b>Two (2) New Bard 3-Ton Wall Mount HVAC Units w/Installation. Includes:</b> - ComStat 3 Lead Lag Controller - 5kw Heat Strip - 1 Year Manufacturer Warranty	
6			
7	1	Refurbish Services	\$3,687.50
8		Install L3Harris Internal Grounding Halo	
9			
10	1	Full Exterior Return	\$3,562.50

Item #	Qty	Description	Total Price
11		<b>Full Exterior Refurb. Includes:</b>	
		- Concrete Sealant / Paint	
		- Trim Paint	
		- Awning Paint	
		- Door Paint	
		- Caulking of all Seams	
12			
13	1	Roof Coating	\$1,500.00
14		<b>Elastomeric Roof Coating</b>	
15			
16	1	Floor Overlay	\$3,875.00
17		<b>Supply &amp; Install New Industrial Type Electrostatically Grounded Floor Overlay</b>	
18			
19			
20	1	Refurbish Services	\$8,235.63
		<b>Interior electrical work per Harris specs:</b>	
		- Provide and install (6) Quad 5-20R 120V receptacle with dedicated circuits from main panel (10) L5-20 120V Receptacle all with dedicated circuits from Main panel	
		- Provide (16) 120V Plugs for the customer to wire into equipment drops	
		- Provide and install (16) SQ D single-pole 120V QO breakers in the panel for receptacle circuits	
		- Provide and install all raceways , conduit and building wire for complete install per NEC	
		- Grounding of rack locations with drops per customer spec	
21			
22	1	Tie Down Plates	\$312.50
23			
24	1	Lifting Brackets	\$593.75
25		<b>**NOTE**:</b> Customer will receive a refund for the Lifting Brackets if they are returned to Cellsite Solutions within 30 days of Shelter Delivery. Return shipping of the brackets is the responsibility of the Buyer.	
26			
27	1	Crane Upload	\$1,187.50
28			
29			
30	1	Generator New Cummins 36KW LP Generator, Commercial/Industrial, single phase, 120/240V - Level 1 enclosure coolant heater, battery charger - 2 year bumper-to-bumper warranty. - Cummins 200 Amp Commercial Automatic Transfer Switch, - 200 AMP, Single Phase, 120/240V - Non Service Entrance Rated, Nema 3R. 2 year warranty - The Lead Time for the Generator is 40 Weeks - The Lead Time for the ATS is 16 Weeks - This price does not include LP tank, lines, fittings or installation	\$29,937.50
31			

Item #	Qty	Description	Total Price
32	1	Civil Work Services: Generator Install	\$31,731.25
33	1	<p>Installation of Concrete Generator Pad. Pad is based upon the size of the Generator:</p> <ul style="list-style-type: none"> <li>◦ Monolithic concrete pour with 4000 PSI rating at 28 days.</li> <li>◦ 8" Thick</li> <li>◦ #4 Rebar tied with 24" spacing, including horizontal reinforcement in the pad.</li> <li>◦ 4" Vegetation &amp; Soil removed under pad, and replaced with compacted stone.</li> <li>◦ 10 mil Vapor Barrier placed under pad.</li> <li>◦ Compacted stone under entire footing perimeter.</li> <li>◦ Appropriate spacers to provide 3" concrete cover over all rebar.</li> </ul> <p>Install up to 20' of 2" conduit from Generator Pad to ATS for Generator Service Wires:</p> <ul style="list-style-type: none"> <li>◦ This includes up to 30' of 3/0 copper single phase conductors.</li> </ul> <p>Install up to 20' of 1" conduit from Generator Pad to ATS for Generator Aux Circuit:</p> <ul style="list-style-type: none"> <li>◦ This includes up to 30' of (5) #12 copper conductors for (2) dedicated circuits.</li> </ul> <p>Install up to 20' of 1" conduit from Generator Pad to ATS for Generator Control Wires.</p> <ul style="list-style-type: none"> <li>◦ This includes up to 30' of (2) CAT-5 or CAT-6 conductors.</li> </ul> <p>Install, connect, and complete Start-up of Generator.</p> <p><b>**This does not include Generator Fuel - this item is available for Quote upon Request.</b></p>	
34	1	Civil Work Services: Standard Foundation	\$23,468.75
35	1	9'x16' Poured Shelter Foundation, Includes:	
36		<ul style="list-style-type: none"> <li>- Monolithic Concrete pour with 4000 PSI Rating at 28 days.</li> <li>- 8" Thick</li> <li>- Footing Per Local Frost Depth Requirements.</li> <li>- #4 Rebar tied with 24" spacing, including vertical &amp; horizontal reinforcement in footings.</li> <li>- 10 mil Vapor Barrier placed under pad.</li> <li>- 4" Compacted Stone under entire footing perimeter.</li> <li>- Appropriate spacers to provide 3" concrete cover over all rebar.</li> </ul>	
37	1	Civil Work Services: Basic External Ground Ring	\$8,562.50
38	1	<ul style="list-style-type: none"> <li>- (6) 5/8"x8' Copper Clad Steel Ground Rods driven under Foundation.</li> <li>- Continuous #2 AWG solid tinned copper wire ring, bonded to Ground Rods by exothermic welds.</li> <li>- #2 AWG solid tinned copper wire leads connected to Main Ground Ring by exothermic welds, left coiled above final grade for connections to Master Ground Bar, External Ground Bar, HVAC Units, and Site Fence. Additional Leads are available upon Customer Request.</li> </ul>	
39	1	Civil Work Services: Conduit Runs	\$31,562.50
40	1	<ul style="list-style-type: none"> <li>- 100 feet of 2" Conduits available for power cables, fiber optic, or other telecommunications cables, generator service</li> <li>&amp; monitoring cables, remote power outlets, remote low voltage cable for remote site access card, security camera,</li> </ul>	
41			
42			



Line #	Qty	Description	Total Price
43		alarming, etc.	
		- 24" minimum depth below grade.	
		- Buried Utility warning tape placed in trench 12" above conduit.	
		**Locatable wire for dielectric cables is available for Quote upon request.	
44	1	Civil Work Services	\$5,187.50
45		<b>Equipment Charges</b>	
46			
47	1	Civil Work Services	\$11,118.75
48		<b>Site Restoration</b>	
		<b>NOTE: Permits will be handled by the customer</b>	
49			
50	1	Civil Work Services	\$7,568.75
51		<b>Deployment/Hotels/Per Diem</b>	
52			
53	1	Civil Work Services	\$11,625.00
54		<b>2nd Deployment to Tie in Building</b>	
55			
56	1	Civil Work Services	\$23,206.25
57		<b>Project Management Fee</b>	
58			
59			
60	1	Crane Services	\$15,968.75
		<b>Crane Offload of 9x16 Shelter</b>	
		- Rate is based upon an (8) hour minimum per shift/day.	
		- Freight pricing if from portal to portal. Crane assembly & disassembly are charged at hourly rates. Overtime is applied after (8) hours, Monday - Friday and all hours on Saturday & Sunday. This quote, unless otherwise stated, does not include: Mats, Rigging, Cost Tracking, or Lift Plan.	
		- This quote is valid for (30) days, unless otherwise noted above. This bid is based upon information provided at this time, a detailed site visit will be required prior to mobilization. If customer does not provide site address (30) days prior to crane deployment then this quote is based on budgetary numbers, and may change due to site conditions once the crane is onsite.	
		- If recent weather makes the site harder to access with a crane, and customer insists on having the crane work completed, Customer understands that extra fees may apply for crane mats, or wrecker services - should the crane become stuck.	
		- Pricing is based on one continuous operation, with no delays outside of the crane companies control.	
		- The Customer is responsible for any, and all road preparation for on-site movements of the crane & transports.	
		- Due to the equipment quoted being heavier than average loads, JTS, Cellsite Solutions, and Big B. Crane Co. accept no responsibility and/or liability for damage to parking lots, roads, drives, and underground improvements & utilities.	
		- Required matting for site access, labor, and supervision to install, and remove matting is to be performed by Customer	
		- Pricing is subject to availability of Equipment at the time of order.	

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Item #	Qty	Description	Total Price
62	1	UPS Associated Electrical Work	\$7,508.44
63	1	UPS Associated Electrical Work	\$7,508.44

1. Install the L3Harris-provided UPS and associated equipment per Eaton Installation manuals. Labor and materials to install a two-pole 125-amp input circuit to the UPS and bypass panel. Furnish and install a 125-amp 24 circuit UPS output panel. Output circuits and outlets will be provided by Cellsite Solutions. Installation includes any paperwork and scheduling needed for Eaton to perform the startup as needed.
2. Price assumes the Bypass, UPS, all power and battery modules are on site inside the shelter prior to installation. Price assumes installation and assembly on one day, finishing install with start-up on the next day.
3. Be on site for the start-up. Test and verify power after the system is operational. Any cutovers affecting live equipment shall be done during a designated night or offbusiness work window if required by the customer.

Sub Total	\$282,087.82
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$282,087.82</b>

Please contact me if I can be of further assistance.

**JTS - STANDARD TERMS & CONDITIONS**

**1. ACCEPTANCE:**

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein. Where a conflict in terms & conditions exists, the Texas Department of Information Resources (DIR) Contract Terms & Conditions (Appendix A) shall override these.

**2. TERMS:**

- a. Net 30 days from date of invoice or as specified in proposal.
- b. Material cost is to be paid before any equipment is ordered.
- c. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly.
- d. Final invoice to be issued upon completion of installation. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

**3. PROGRESSIVE BILLING**

On larger projects over \$50,000 we will adhere to progressive billing and will be set on a site by site bases and the invoices will be sent as milestones are met.

**4. TAXES:**

DIR customers are exempt from sales taxes. Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer except where exempt.

**5. CONTRACT CANCELLATION:**

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installation, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

**6. CHANGE ORDERS:**

Any change to the agreed to scope of Work will result in a Change Order. All Change Orders will be formally presented to the customer for approval before moving forward with the Change Order. The Change Order will outline in detail the new Scope of Work and the costs affected by the new Scope of Work.

**7. DELAYS:**

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

**8. DELIVERY:**

- a. All prices are F.O.B. (freight on board) destination.
- b. Buyer will not be billed for freight charges.
- c. JTS' responsibility ceases upon confirmed shipment/receipt of materials by receiver.
- d. JTS does not accept responsibility for damages or shortages which occur during transit.
- e. JTS will not accept responsibility once shipment is received and is damaged.
- f. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier upon arrival.
- g. Damaged shipment must be documented with photographs.
- h. Receiver is granted to accept part of the order that is NOT damaged and deny the damaged.
- i. All delivery times given by JTS are approximate dates and times only, unless specifically agreed to by JTS. JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

**9. RETURNED PRODUCTS:**

Prior written authorization from JTS is required for all returned products. When a return is authorized, it must be received within 30 days after shipment is received, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products returned to JTS will be scrapped and no credit will be given.

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.L.A. Specification, responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduits.

a. Normal Soil Conditions and Excavation Soil Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.

b. Survey of proposed site required before installation of foundations.

c. It is assumed that the site is leveled and in the case that it is not, it will need to be re-engineered.

d. If actual site conditions are different from what was originally provided by customer outside of industry standards it may result in a change order.

e. Any customer work directive received during adverse weather conditions such as rain, snow, or ice will be subject to an additional cost not to exceed \$1,500 per day or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and re-mobilize the crew.

f. If any unsafe acts performed on site in JTS presence will be liable for work being ceased with possible change order not to exceed \$3000 per day.

g. If any unsafe acts and/or unsafe conditions found on site, the customer will be liable for work being ceased with possible change order not to exceed \$3000 per day.

Proposal prices does not include the following, unless specifically stated otherwise:

- a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation.
- b. Hauling in backfill.
- c. Site clearing of any nature.
- d. Restoration of any landscaping, fencing, crops or other improvements.
- e. Permits, fees or licenses of any nature.
- f. Rain, snow or ice weather conditions during installations of foundations or tower erections.
- g. Union Labor.
- h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.
- i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.
- j. Delivery of equipment to sites (unless specified in proposal)
- k. Concrete coring, x-raying, scanning, penetrating radar or repairs.
- l. Conduit runs, (unless specified in sales proposal)
- m. Extra work beyond the scope of sales proposal.
- n. Training related to special site or landload circumstances, or special clothing or related monitoring equipment. Inclusion of any of the above constitutes a change order which shall be invoiced as an extra cost to Buyer.

**14. EXCLUSIONS FROM PROPOSAL PRICE:**

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.L.A. Specification, responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduits.

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g. If any unsafe acts and/or unsafe conditions found on site, the customer will be liable for work being ceased with possible change order not to exceed \$3000 per day.

**13. SITE/JOB CONDITIONS:**

JTS reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve JTS from order/contract obligation to Buyer.

**12. ASSIGNMENT:**

a. Sale of Materials: JTS passes through all manufacturer warranty to Buyer, that the products re-sold by JTS will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by JTS will be free from defects of material and workmanship for a period of one (1) year from date of shipment. JTS' sole obligation under these warranties will be limited, at JTS' option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which JTS determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of JTS. JTS expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. JTS does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to JTS' recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL JTS BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL JTS' LIABILITY OR ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action of warranty must be commenced within one year after the cause of action accrues.

b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through JTS' employees and subcontractors, JTS agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

**11. WARRANTY:**

Buyer shall protect, defend and indemnify JTS and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of JTS and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

**10. INDEMNIFICATION:**

**15. STORAGE:** JTS reserves the right to apply storage charges of three-hundred and fifty dollars (\$350.00) per month for structures/equipment kept in our yard/warehouse beginning 60 days after original ship date.

**16. STILL PHOTOGRAPHY:** VIDEO: JTS at all times reserves the right to take pictures or video of any or all of its products and services after installation for documentation or advertising purposes, except those which are under classified government control and agreed to in writing by JTS.

**17. GOVERNING LAW:** Contracts formed as a result of this proposal and the performance thereof shall be governed by principles of contract law under the laws of the State of Texas. Jurisdiction to resolve any dispute arising hereunder is agreed to be the District Court of the State of Texas.

**18. ENTIRE AGREEMENT:** These terms and conditions are solely for the benefit of JTS and Buyer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.



**JTS**  
 5310 S Cockrell Hill Road Phone 972-620-1435  
 Dallas, TX 75236  
 JTS Tax ID#: 752621300 Fax  
*The Preferred Choice in Wireless Integration*

# Proposal

Quote #	JTSQ9779-03
Date	03/09/22
Sales Rep.	Kyle Fuller

**Quote To:**

James Gresham  
 City of Stephenville  
 298 W. Washington  
 Stephenville, TX 76401

**Ship To:**

James Gresham  
 City of Stephenville  
 298 W. Washington  
 Stephenville, TX 76401

**Bill To:**

James Gresham  
 City of Stephenville  
 298 W. Washington  
 Stephenville, TX 76401

**Project**

Stephenville PD -  
 Microwave Network (DIR  
 Quote)

- Pricing is in accordance with State of Texas DIR contract #DIR-TSO-4244. **DIR-TSO-4244 and the above Quote # must be referenced on the PO.**  
 - Contract Term End Date for DIR-TSO-4244 is 09/28/2022. Expiration date of this contract is 09/28/2023.

- Email purchase order to: sales@jts.net.
- This quotation is valid for a period of thirty (30) days. Pricing shown is FOB: Destination.
- Terms are: NET 30.

- This quotation does not include sales tax, as customer is tax-exempt.

- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs. JTS warrants it's workmanship for a period of one (1) calendar year from the date of installation completion.

**NOTE: \*\*\*All pricing is budgetary, and subject to the findings of the site surveys, and additional information as it becomes available as far as microwave link nodes that will be used. It is also contingent on the findings of a structural analysis being performed on all towers involved.\*\*\***

Sites involved in this project:

Stephenville PD  
 30' (Rooftop)  
 358 N Belknap St.  
 Stephenville, TX 76401  
 32.221716, -98.204282

Prather Tower  
 545' Guyed Tower  
 844 County Road 257  
 Stephenville, TX 76401  
 32.191667, -98.252618  
 ASR: 1062693

NCTCOG Erath County SO Tower  
 170' Self-Support Tower  
 1043 Glen Rose Rd

Stephenville, TX 76401  
32.213450, -98.190110  
ASR: 1299541

Chalk Mountain Tower  
195' Self-Support Tower  
US-Hwy 67  
Glen Rose, TX 76043  
32.174885, -97.885549

#### Summary

JTS will install the following PTP licensed microwave links and associated switching equipment:

- Stephenville PD to Prather Tower (11 GHz, 1+1 HSB, 30 MHz Channels, 2' Dish Antennas, 100 Mbps throughput (full-duplex)). Path Length: 3.51 miles
- Prather Tower to NCTCOG Erath County SO Tower (11 GHz, 1+1 HSB, 30 MHz Channels, 2' Dish Antennas, 100 Mbps throughput (full-duplex)). Path Length: 3.96 miles
- NCTCOG Erath County SO Tower to Chalk Mountain Tower (11 GHz, 1+1 HSB, 30 MHz Channels, 6' Dish Antennas, 100 Mbps throughput (full-duplex)). Path Length: 18.04 miles

#### Tower Structural Analysis

The owner of the Prather Tower will be responsible for obtaining a loading study for his tower in Stephenville, TX. The Chalk Mountain Tower study will be the responsibility of the City of Stephenville. Pricing is included in this quote, and is described here.

JTS, with assistance from Structural Engineer, will perform a Structural Analysis of the Chalk Mountain Tower in conformance with the ANSI/TIA 222-H Standard Requirements for the site location, unless directed otherwise, to determine its suitability for the proposed changes. The existing foundation will be evaluated provided the relevant information is supplied at the same time as the initial data. A PE sealed Engineering Report will be created, which includes the analysis results and general recommendations. JTS will furnish an electronic pdf copy of the report.

#### Line of Sight Surveys/Site Walks

1. LOS surveys will be scheduled on a day with abundant sunshine
2. Using signaling mirrors JTS crew will establish LOS between the two locations
3. Crew will break into 2-Two Man Teams and drive to each location
4. Each crew will ascend the structure until they are able to see above any obstructions nearby
5. Crew will communicate once in position and begin flashing using the mirrors to the other location
6. If no Line of Sight exists, each crew on each side will move up in 10' increments until Line of Sight is achieved. In some locations, they may go down in 10' increments to ensure better spacing in the design.
7. Video will be taken of the flash from each direction
8. A report along with the videos will be sent over to the customer as completion of this survey.
9. The crews will also inspect the existing infrastructure for mounting, cabling, and power considerations and take photos. This will assist in the final design process.

#### Prather Tower Ice Bridge

JTS will furnish and install an ice bridge between the new shelter and base of the tower. This includes a complete grounding system for the ice bridge that will be tied to the existing tower and new shelter's grounding system.

#### PTP Microwave Scope

JTS will provide FCC coordination and turn-key installation of three (3) licensed PTP links as listed above, with the contingency for a fifth licensed link..

Configuration (Radio Provisioning) Includes:

1. All Cielo Networks' equipment will be drop-shipped to JTS' facility
2. JTS will ensure radio firmware is current
3. JTS will install any applicable license keys
4. JTS will enter the frequencies (from the data sheets)
5. JTS will enter the radio IP addresses and other networking information as required
6. JTS will bench-test to assure that traffic is passing and the radios are functional prior to installation

Installation and Path Alignment Includes:

1. Coaxial cable will be installed from the tower-mounted ODU/antenna to the IDU installed at the base, supported with industry standard hardware
2. Mount will be installed onto the tower legs
3. Radio ODU with antenna will be mounted and set on azimuth
4. Radio IDU will be installed at the base of the structure in the assigned enclosure or building.
5. Both radio units will be grounded
6. Surge suppressors will be installed at the base and at the top of the tower for all installations
7. Power supply will be installed and radio powered on and checked for operation
8. Once both units are installed and found to be operational the link will be aligned until peak RSL is reached
9. Bandwidth test will be administered to inform the customer of actual speeds for this microwave link.
10. Actual ODU part numbers may change based on frequency assignments.
11. A non-penetrating roof mount will be installed atop the Stephenville PD building, or other building used for this node as required.

General Notes:

- 1) JTS will coordinate with the designated City POC(s) for both the site surveys and the installations. It is assumed JTS crews will have access to all sites. Any delays affecting scheduling may result in a change order.
- 2) It is assumed that all towers are climbable and safe.
- 3) It is assumed that tower loading analysis for each tower will be performed prior to the installation of the microwave equipment and antennas.
- 4) All JTS crew members possess a Comtrain Tower Climbing Safety & Rescue certification.
- 5) Work will be performed during normal business hours (7am-5pm, M-F) unless mutually agreed otherwise.
- 6) All equipment will be shipped to JTS' Dallas warehouse for staging and configuration. It will then be taken onsite by the assigned crew once the installation phase begins.
- 7) L3Harris will provide and configure the MPLS routers and SFP modules for this network. L3Harris will also provide UPS systems for this network.

SPARES

A list of recommended spares has been included in the total price.

Invoicing Notes:

- 1) All equipment and installation materials will be invoiced once all serial numbers, packing slips, and/or an onsite review of the equipment has been performed.
- 2) Installation labor and travel will be billed upon completion of each construction task.



Line.#	Qty	Manufacturer	Part Number	Description	Price	Extended Price
1				<b>Tower Loading Analysis - Chalk Mountain Tower</b>		
2	1			Tower Loading Analysis - Chalk Mountain Tower	\$3,520.00	\$3,520.00
3						
4				<b>Line of Sight Surveys/Site Walks</b>		
5	1			Line of Sight Surveys/Site Walks	\$10,902.64	\$10,902.64
6						
7				<b>Ice Bridge at Prather Tower</b>		
8	1			Ice Bridge at Prather Tower	\$10,594.28	\$10,594.28
9						
10				<b>Stephenville PD to Prather Tower Microwave Link (11 GHz, CG2X (1+1 HSB) 100 Mbps full-duplex, 2 foot antennas)</b>		
11						
12	1			Cielo Networks Radios, Antennas, Power Supplies & Surge Arrestors	\$39,576.95	\$39,576.95
13	1			FCC Licensing per Link (includes frequency coordination)	\$2,125.00	\$2,125.00
14	1			Miscellaneous Installation Materials	\$6,856.33	\$6,856.33
15	1			Labor, Travel & Configuration	\$23,146.75	\$23,146.75
16						
17				<b>Prather Tower to NCTCOG Erath County SO Tower Microwave Link (11 GHz, CG2X (1+1 HSB) 100 Mbps full-duplex, 2 foot antennas)</b>		
18						
19	1			Cielo Networks Radios, Antennas, Power Supplies & Surge Arrestors	\$39,576.95	\$39,576.95
20	1			FCC Licensing per Link (includes frequency coordination)	\$2,125.00	\$2,125.00
21	1			Miscellaneous Installation Materials	\$5,872.49	\$5,872.49
22	1			Labor, Travel & Configuration	\$23,146.75	\$23,146.75
23						
24				<b>NCTCOG Erath County SO Tower to Chalk Mountain Tower Microwave Link (11 GHz, CG2X (1+1 HSB) 100 Mbps, 6 foot antennas)</b>		
25						
26	1			Cielo Networks Radios, Antennas, Power Supplies & Surge Arrestors	\$45,271.95	\$45,271.95
27	1			FCC Licensing per Link (includes frequency coordination)	\$2,125.00	\$2,125.00
28	1			Miscellaneous Installation Materials	\$7,683.49	\$7,683.49
29	1			Labor, Travel & Configuration	\$23,294.25	\$23,294.25
30						
31				<b>Recommended Spares</b>		
32	2	Cielo Networks	H110490AN-0H110-C0	Radio, ODU, 11GHz, T-R 490, SP+, Band A, Tx Low (10700 - 10890 MHz)	\$3,081.25	\$6,162.50
33	2	Cielo Networks	H110490AP-0H110-C0	Radio, ODU, 11GHz, T-R 490, SP+, Band A, Tx High (11200 - 11390 MHz)	\$3,081.25	\$6,162.50
34	2	Cielo Networks	CN-CG2X	Radio, Skylink CG2X GigE Wideband Enabled IDU (Payload Capacity Key Required)	\$2,040.00	\$4,080.00

Line.#	Qty	Manufacturer	Part Number	Description	Price	Extended Price
35	2	Cielo Networks	CN-CG2X-BW-01	SkyLink CG2X IDU Initial Payload Capacity: Up to 100Mbps	\$680.00	\$1,360.00
36	2	Cielo Networks	CN-CG2X-OPTION-F1+1A A A A A A A A A	License, Split 1+1 Full Auto Protection - Required for Split Configurations	\$318.75	\$637.50
37	2	Cielo Networks	NDR120-48	Power Supply, -48 VDC/120 Watts supply, 110 VAC input, DIN rail mount, 3' AC cord & 6' DC hook up wire	\$102.00	\$204.00
38	2	Cielo Networks	BGXZ-60NFNM-ALT	Surge Protector, PolyPhaser surge arrester, Type N M-F, SkyLink system compatible	\$255.00	\$510.00
39	2	Cielo Networks	BGXZ-60NFNF-ALT	Surge Protector, PolyPhaser surge arrester, Type N F-F, SkyLink system compatible	\$255.00	\$510.00

SubTotal \$265,444.33  
Sales Tax \$0.00  
Shipping \$0.00  
**Total \$265,444.33**

Please contact me if I can be of further assistance.

## JTS - STANDARD TERMS & CONDITIONS

### 1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein. Where a conflict in terms & conditions exists, the Texas Department of Information Resources (DIR) Contract Terms & Conditions (Appendix A) shall override these.

### 2. TERMS:

- a. Net 30 days from date of invoice or as specified in proposal.
- b. Material cost is to be paid before any equipment is ordered.
- c. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly.
- d. Final invoice to be issued upon completion of installation. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

### 3. PROGRESSIVE BILLING

On larger projects over \$50,000 we will adhere to progressive billing and will be set on a site by site bases and the invoices will be sent as milestones are met.

### 4. TAXES:

DIR customers are exempt from sales taxes. Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer except where exempt.

### 5. CONTRACT CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installations, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

### 6. CHANGE ORDERS:

Any change to the agreed to Scope of Work will result in a Change Order. All Change Orders will be formally presented to the customer for approval before moving forward with the Change Order. The Change Order will outline in detail the new Scope of Work and the costs affected by the new Scope of Work.

### 7. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

### 8. DELIVERY:

- a. All prices are F.O.B. (freight on board) destination.
- b. Buyer will not be billed for freight charges.
- c. JTS' responsibility ceases upon confirmed shipment/receipt of materials by receiver.
- d. JTS does not accept responsibility for damages or shortages which occur during transit.
- e. JTS will not accept responsibility once shipment is received and is damaged.
- f. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier upon arrival.
- g. Damaged shipment must be documented with photographs.
- h. Receiver is granted to accept part of the order that is NOT damaged and deny the damaged.
- i. All delivery times given by JTS are approximate dates and times only, unless specifically agreed to by JTS. JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

### 9. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When a return is authorized, it must be received within 30 days after shipment is received, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products returned to JTS will be scrapped and no credit will be given.



## STAFF REPORT

**SUBJECT:** Enter into a contract with Johnston Technical Services for Radio Equipment Microwave Relays

**DEPARTMENT:** Police

**STAFF CONTACT:** James Gresham

### RECOMMENDATION:

Approve the proposed contract for microwave relays in the amount of \$265,444.33.

### BACKGROUND:

In December of 2021 council entered into a systems purchase agreement with L3 Harris Inc. for the City of Stephenville to join the Granbury Regional Radio Network. (GRRN) The total cost estimate included a quote for microwave relays to connect to the GRRN core.

Johnston Technical Services (JTS) submitted an original estimate in May of 2021 for \$299,667.46. Based upon their experience in installing the Granbury radio core, changes in design specifications, and changes in equipment costs the final estimate of the relays is \$265,444.33.

This quote is through Department of Information Resources (DIR purchasing co-op) and multiple bids are not required.

### FISCAL IMPACT SUMMARY:

The expenditure amount of \$265,444.33 is less than the budgeted amount of \$299,667.46 by \$34,223.13. The project contains a contingency amount of \$86,935.21. However, cost increases in other areas will offset the savings on this particular contract.

### ALTERNATIVES

Seek alternative bids.



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
**Federal Tax ID: 36-1115800**

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Item 48.

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230357913		<b>Transaction Date</b> 14-FEB-2022		<b>Transaction Total</b> <b>50,295.03 USD</b>	
<b>P.O. Number</b>			<b>P.O. Date</b>	<b>Customer Account No</b> 1209114828	
<b>Payment Terms</b> Net Due in 30 Days				<b>Payment Due Date</b> 16-MAR-2022	
<b>Bill To Address</b> STEPHENVILLE POLICE DEPARTMENT ATTN: Accounts Payable 356 N BELKNAP ST STEPHENVILLE TX 76401 United States			<b>Project No:</b> USTX20D011 <b>Project Name:</b> STEPHENVILLE PD USTX20D011		<b>Ship To Address</b> STEPHENVILLE POLICE DEPARTMENT 356 N BELKNAP ST STEPHENVILLE TX 76401 United States

**IMPORTANT INFORMATION**

**Sales Order(s):** USC000361790-R15-NOV-21 16:35:50

**For all invoice payment inquiries contact**  
 splinvcs@motorolasolutions.com  
 Telephone: (801) 882-2693

**SPECIAL INSTRUCTIONS / COMMENTS**  
 General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S00103A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 BRAZOS XML INTERFACE MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,668.83
2	SSV00S00012A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 CAD MAINTENANCE (ENHANCED) - STANDARD:16-MAR-2022:15-MAR-2023:			2,420.91
3	SSV00S00072A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 CAD MAPPING MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,677.18
4	SSV00S00145A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 COMMAND STAFF PRODUCTIVITY DASHBOARD THIRD PARTY MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,002.89
5	SSV00S00023A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 COMPSTAT MANAGEMENT DASHBOARD THIRD PARTY			2,005.81

Please detach here and return the bottom portion with your payment

### Payment Coupon

<b>Transaction Number</b> 8230357913	<b>Customer Account No</b> 1209114828	<b>Payment Due Date</b> 16-MAR-2022	<b>Transaction Total</b> <b>50,295.03 USD</b>	<b>Amount Paid</b>
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

STEPHENVILLE POLICE DEPARTMENT  
 ATTN: Accounts Payable  
 356 N BELKNAP ST  
 STEPHENVILLE TX 76401  
 United States

#### Payment Transfer Details

CHICAGO  
 WIRE Routing Transit Number: 026009593  
 ACH/EFT Routing Transit Number: 111000012  
 SWIFT: BOFAUS3N  
 Bank Account No: 3756319819

#### Send Payments To:



Motorola Solutions, Inc.  
 13104 Collections Center Drive  
 Chicago IL 60693  
 United States  
 Please provide your remittance details to:  
 US.remittance@motorolasolutions.com



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
**Federal Tax ID: 36-1115800**

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230357913		<b>Transaction Date</b> 14-FEB-2022		<b>Transaction Total</b> <b>50,295.03 USD</b>	
<b>P.O. Number</b>			<b>P.O. Date</b>		<b>Customer Account No</b> 1209114828
<b>Payment Terms</b> Net Due in 30 Days				<b>Payment Due Date</b> 16-MAR-2022	

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
6	SSV00S00178A-SP	MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023: Service From: 16-MAR-2022 Service To: 15-MAR-2023 DRIVER LICENSE SCANNING MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			497.18
7	SSV00S00181A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 E9-1-1 INTERFACE MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			662.89
8	SSV00S00190A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			497.18
9	SSV00S00193A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			995.03
10	SSV00S00015A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 HUB MAINTENANCE (ENHANCED) - STANDARD:16-MAR-2022:15-MAR-2023:			5,267.92
11	SSV00S00280A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 INSIGHT MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			995.03
12	SSV00S00033A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 LAW RECORDS MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			3,354.34
13	SSV00S00331A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 MOBILE ARREST FORM MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,251.62
14	SSV00S00334A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,677.18
15	SSV00S00036A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,251.62
16	SSV00S00354A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 MOBILE VOICELESS CAD MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,251.62
17	SSV00S00038A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 MOBILE RECORDS MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,251.62
18	SSV00S00352A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,251.62
19	SSV00S00357A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 MOTOROLA ASTRO RADIO LOCATION INTEGRATION MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,108.28
20	SSV00S00262A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 IMAGING MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,677.18
21	SSV00S00026A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 ESRI ARCGIS SERVER STANDARD MAINTENANCE:16-MAR-2022:15-MAR-2023:			2,785.83
22	SSV00S00208A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 ESRI ARCGIS SERVER HA STANDARD MAINTENANCE:16-MAR-			2,785.83



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
**Federal Tax ID: 36-1115800**

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230357913		<b>Transaction Date</b> 14-FEB-2022		<b>Transaction Total</b> <b>50,295.03 USD</b>	
<b>P.O. Number</b>			<b>P.O. Date</b>		<b>Customer Account No</b> 1209114828
<b>Payment Terms</b> Net Due in 30 Days				<b>Payment Due Date</b> 16-MAR-2022	

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Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)	
		2022:15-MAR-2023:				
23	SSV00S00438A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 PIN MAPPING MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			995.03	
24	SSV00S00468A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 QUICKEST ROUTE MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			831.22	
25	SSV00S00405A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 OFFENDER TRACKING MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			995.03	
26	SSV00S00028A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 FLEX TOUCH MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,677.18	
27	SSV00S00527A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 TRAFFIC INFORMATION MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			995.03	
28	SSV00S00507A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 TEXAS ACCIDENT FORM THIRD PARTY MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,908.63	
29	SSV00S00040A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 NIBRS MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			2,777.66	
30	SSV00S00052A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 STATELINK MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			2,777.66	
Total Tax TX 0.00					<b>USD Subtotal</b>	<b>50,295.03</b>
					<b>USD Total Tax</b>	<b>0.00</b>
					<b>USD Total</b>	<b>50,295.03</b>
					<b>USD Amount Due</b>	<b>50,295.03</b>



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 500 West Monroe  
 Chicago IL 60661  
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**Federal Tax ID: 36-1115800**

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Item 48.

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230357914		<b>Transaction Date</b> 14-FEB-2022		<b>Transaction Total</b> <b>2,936.69 USD</b>	
<b>P.O. Number</b>			<b>P.O. Date</b>		<b>Customer Account No</b> 1209114828
<b>Payment Terms</b> Net Due in 30 Days					<b>Payment Due Date</b> 16-MAR-2022
<b>Bill To Address</b> STEPHENVILLE POLICE DEPARTMENT ATTN: Accounts Payable 356 N BELKNAP ST STEPHENVILLE TX 76401 United States			<b>Project No:</b> USTX20D080 <b>Project Name:</b> STEPHENVILLE PD USTX20D080		<b>Ship To Address</b> STEPHENVILLE POLICE DEPARTMENT 356 N BELKNAP ST STEPHENVILLE TX 76401 United States

**IMPORTANT INFORMATION**

**Sales Order(s):** USC000361827-R15-NOV-21 16:35:54

**For all invoice payment inquiries contact**  
[splinvc@motorolasolutions.com](mailto:splinvc@motorolasolutions.com)  
 Telephone: (801) 882-2693

**SPECIAL INSTRUCTIONS / COMMENTS**  
**General Comment:** Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S00474A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 RAPID NOTIFICATION 2.0 MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			1,508.83
2	SSV00S00187A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 ERS FIRE AND EMS RECORDS INTERFACE MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			499.20
3	SSV00S00590A-SP	Service From: 16-MAR-2022 Service To: 15-MAR-2023 ZOLL RESCUENET FRMS INTERFACE MAINTENANCE - STANDARD:16-MAR-2022:15-MAR-2023:			928.66

Please detach here and return the bottom portion with your payment

### Payment Coupon

<b>Transaction Number</b> 8230357914	<b>Customer Account No</b> 1209114828	<b>Payment Due Date</b> 16-MAR-2022	<b>Transaction Total</b> <b>2,936.69 USD</b>	<b>Amount Paid</b>
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

STEPHENVILLE POLICE DEPARTMENT  
 ATTN: Accounts Payable  
 356 N BELKNAP ST  
 STEPHENVILLE TX 76401  
 United States

#### Payment Transfer Details

CHICAGO  
 WIRE Routing Transit Number: 026009593  
 ACH/EFT Routing Transit Number: 111000012  
 SWIFT: BOFAUS3N  
 Bank Account No: 3756319819

#### Send Payments To:



Motorola Solutions, Inc.  
 13104 Collections Center Drive  
 Chicago IL 60693  
 United States  
 Please provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)



Item 48.



**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
**Federal Tax ID: 36-1115800**

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230357914	<b>Transaction Date</b> 14-FEB-2022	<b>Transaction Total</b> <b>2,936.69 USD</b>	
<b>P.O. Number</b>		<b>P.O. Date</b>	<b>Customer Account No</b> 1209114828
<b>Payment Terms</b> Net Due in 30 Days			<b>Payment Due Date</b> 16-MAR-2022

Total Tax TX 0.00				<b>USD Subtotal</b>	<b>2,936.69</b>
				<b>USD Total Tax</b>	<b>0.00</b>
				<b>USD Total</b>	<b>2,936.69</b>
				<b>USD Amount Due</b>	<b>2,936.69</b>



## STAFF REPORT

**SUBJECT:** Approve an Expenditure for Spillman CAD/RMS Annual Maintenance Cost

**DEPARTMENT:** Police

**STAFF CONTACT:** James Gresham

### RECOMMENDATION:

Approve the budgeted expenditure for the annual maintenance agreement

### BACKGROUND:

In March of 2021 the Police Department went live with a new Computer Aided Dispatch/Records Management (CAD/RMS) system called Spillman Flex by Motorola. Beginning in March of 2022 annual maintenance costs are due. This is a budgeted line item. The annual cost this year is \$53,231.72 and includes both Police and Fire Department modules.

### FISCAL IMPACT SUMMARY:

The expenditure amount of \$53,231.72 is less than the budgeted amount of \$55,000.

### ALTERNATIVES

## Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and City of Stephenville (hereinafter referred to as the "Client").

### Article I

#### *Nature of Relationship*

**1.01** The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

**1.02** The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

### Article 2

#### *Scope of Services*

**2.01** The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

**2.02** The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

**2.03** Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;
- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or
- (e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or
- (f) On July 1 of the year in which the taxes become delinquent.

### Article 3

#### *Compensation*

**3.01** Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

- (a) fifteen (15%) percent of the amount of all 2003 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(b) twenty (20%) percent of the amount of all 2004 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

**3.02** The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

#### **Article 4**

##### *Intellectual Property Rights*

**4.01** The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

**4.02** The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

#### **Article 5**

##### *Costs*

**5.01** The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

**5.02** The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

**6.01** This Agreement shall be effective on the day fully executed by all parties (The "Effective Date") and shall expire on December 31, 2026 (the "Expiration Date") unless extended as hereinafter provided.

**6.02** Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

**6.03** If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

**6.04** Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

**6.05** The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

## **Article 7**

### *Miscellaneous*

**7.01** *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

**7.02** *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

**7.03** *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

**7.04 Representation of Other Taxing Entities.** The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

**7.05 Retention of Files.** The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

**7.06. Compliance with Tx. Govt. Code §2270.002.** In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

**In consideration of the terms and compensation herein stated,** the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

City of Stephenville

**Linebarger Goggan Blair  
& Sampson, LLP**

By: \_\_\_\_\_  
Doud Svien, Mayor

By: \_\_\_\_\_  
Jeffrey K. Brown, Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



## STAFF REPORT

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**SUBJECT:** Delinquent Tax Collection Contract

**DEPARTMENT:** Administration

**STAFF CONTACT:** Allen L. Barnes, City Manager

### RECOMMENDATION:

Staff Respectfully recommends approval of this item

### BACKGROUND:

The City of Stephenville and Erath County have used the delinquent tax collection services of the Linebarger, Goggins Law Firm for many years. During our relationship there have been addenda to the contract. We have been contacted by the firm to request a new contract. This contract has no changes in the terms and condition, it simply consolidates the addenda into a single document.

### FISCAL IMPACT SUMMARY:

There is no additional cost involved with this item

### ALTERNATIVES

Continue operation with the fragmented contract