



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, September 06, 2022 at 5:30 PM

AGENDA

CALL TO ORDER

PLEDGES OF ALLEGIANCE

INVOCATION

1. PRESENTATIONS AND RECOGNITIONS

Presentation of Check from B T Rhodes with Waste Connections

Acknowledge Receipt of Donation to Stephenville Police Department

[Proclamation](#) for Constitution Week, September 17-23, 2022

CITIZENS GENERAL DISCUSSION

REGULAR AGENDA

- [1.](#) Consider Approval of Resolution Naming Stage at Birdsong Amphitheater
- [2.](#) Consider Approval of Changing the Date of the October Regular City Council Meeting
- [3.](#) Consider Approval of an Order Cancelling the November 8, 2022 Special Election
- [4.](#) Consider Approval of the City of Stephenville and SISD School Resource Officer Annual Memorandum of Understanding 2022-2023
- [5.](#) Consider Engaging United Cooperative Services to Provide the Electrical Service for the 536 Wellfield
- [6.](#) Consider Granting United Cooperative Services easements to provide the electrical service for the 536 Wellfield
- [7.](#) Consider Approval of Sixth Amendment with Waste Connections for Fuel Surcharge Table
- [8.](#) Consider Approval of Budget Amendments for Fiscal Year ending September 30, 2022
- [9.](#) Consider Approval of Contract with Retail Strategies
- [10.](#) Consider Approval of Appointments to Council Committees

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

[11.](#) PUBLIC HEARING

Case No.: RZ2022-015

Applicant Kellie Welch is requesting a rezone of property located at 689 Race, Parcel R32534, being BLOCK 1; LOT 1A of MILLICAN & OTT ADDITION to the City of Stephenville, Erath County, Texas from Single Family Residential District (R-1) to Integrated Housing (R-2.5)

- [12.](#) Consider Approval of Ordinance Rezoning Property Located at 689 Race, Parcel R32534, Being Block 1, Lot 1A, of Millican & Ott Addition to the City of Stephenville, Erath County, Texas, from Single Family District (R-1) to Integrated Housing District (R-2.5)
- [13.](#) Consider Approval of Ordinance Amending Permitted Uses within the Industrial Zoning District

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, Chair

- [14.](#) Tourism and Visitors Bureau Committee Report

PARKS AND LEISURE SERVICES COMMITTEE

David Baskett, Interim Chair

- [15.](#) Parks and Leisure Services Committee Report
- [16.](#) Consider Approval of Techline Sports Lighting as the Contractor for City Park Light Pole and Athletic Field Light Project

PUBLIC WORKS COMMITTEE

Mark McClinton, Chair

- [17.](#) Consider Approval of Professional Services Agreement Landfill Permit Application

DEVELOPMENT SERVICES COMMITTEE

Gerald Cook, Chair

- [18.](#) Development Services Committee Report

FINANCIAL REPORTS

Monica Harris, Director of Finance

- [19.](#) Monthly Budget Report for the period Ending July 31, 2022

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

CONSENT AGENDA

- [20.](#) Consider Approval of Minutes - August 2, 2022 Regular City Council Meeting
- [21.](#) Consider Approval of Minutes - August 16, 2022 City Council Work Session
- [22.](#) Consider Approval of Minutes - August 16, 2022 Special City Council Meeting
- [23.](#) Consider Approval of Minutes - August 17, 2022 City Council Work Session
- [24.](#) Consider Approval of Minutes - August 23, 2022 Special City Council Meeting
- [25.](#) Consider Approval of Minutes - August 30, 2022 Special City Council Meeting
- [26.](#) Consider Approval of Renewal for Yearly Microsoft Software Licensing Agreement
- [27.](#) Consider Approval of Award of Contract to Vulcan Materials for the Purchase of Aggregate, Hot Mix and Flexible Base Material for FY 2022-2023
- [28.](#) Consider Approval of Award of Bid for the Food Inspection Service Contract to Brad Hodges Inspections for FY 2022-2023
- [29.](#) Consider Approval of Resolution Establishing Technically Based Local Limits Required by TCEQ for Wastewater Discharges
- [30.](#) Consider Approval of a Change Order to the System Purchase Agreement between the City and L3 Harris

[31.](#) Consider Renewal of Utility Easement Agreements with the Texas A&M University System

[32.](#) Consider Approval of Award of 2022 Chip Seal Project to Jay Mills Contracting

COMMENTS BY CITY MANAGER

COMMENTS BY COUNCIL MEMBERS

EXECUTIVE SESSION

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

33. Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Mod

34. Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **Doss Addition**

35. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluations, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: **City Secretary**

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

ADJOURN

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

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

STAFF REPORT



SUBJECT: Proclamation for Constitution Week, September 17-23, 2022

DEPARTMENT: CSO

STAFF CONTACT: Terri Johnson, Interim City Secretary

BACKGROUND:

Daughters of the American Revolution requested that the Mayor proclaim the week of September 17-23, 2022 as Constitution Week.

FISCAL IMPACT SUMMARY:

None

PROCLAMATION

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Doug Svien by virtue of the authority vested in me as MAYOR of the City of Stephenville do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this sixth day of September of the year of our Lord two thousand twenty-two.

Presented this 6th day of September, 2022

Doug Svien, Mayor

RESOLUTION NO. 2022-R-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, TO NAME THE STAGE AT THE BIRDSONG AMPITHEATER IN HONOR OF DOUG MONTGOMERY.

WHEREAS, Doug Montgomery has had a lifelong passion for live music and giving back to his community; and

WHEREAS, in 1999, Doug Montgomery and Larry Joe Taylor, with their mutual love of music in mind, began a journey to bring music to the Birdsong Amphitheater in Stephenville; and

WHEREAS, in 2000, Doug Montgomery, in partnership with his Texstar Ford Lincoln Mercury dealership, the inaugural Texstar Ford Summer Concert Series was held at the Birdsong Amphitheater; and

WHEREAS, through Doug Montgomery’s continued sponsorship, passion for music, and love of his community, the Texstar Summer Concert series became a much-anticipated annual event, featuring artists such as Asleep at the Wheel, Ricky Skaggs, the Bellamy Brothers, Larry Joe Taylor, the Tejas Brothers, Davin James, Tommy Alverson, Gary P. Nunn, Jerry Jeff Walker, and too many others to name; and

WHEREAS, Doug Montgomery continues to promote community and family through his partnership with the Summer Concert Series.

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

The stage at the Birdsong Amphitheater is hereby named the **Doug Montgomery Stage** at the Birdsong Amphitheater in honor and appreciation of his decades-long commitment to bringing the community and families together through music.

PASSED AND APPROVED this 6th day of September, 2022.

Doug Svien, Mayor

Ricky Thurman, Mayor Pro Tem

LeAnn Durfey, Place 1

Justin Haschke, Place 2

Robert “Bob” Newby, Place 4

David Baskett, Place 6

Gerald Cook, Place 7

**CERTIFICATION OF UNOPPOSED CANDIDATES
FOR OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)**

To: Presiding Officer of Governing Body

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on November 8, 2022.

List offices and names of candidates:

Offices <i>City Council Place 3</i>	Candidates <i>Lonn Reisman</i>
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**CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

Al: Presidente de la entidad gobernante

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 8 de Noviembre, 2022.

Lista de cargos y nombres de los candidatos:

Cargos <i>Ayuntamiento lugar 3</i>	Candidatos <i>Lonn Reisman</i>
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Terri Johnson
Signature (Firma)

Terri Johnson
Printed name (Nombre en letra de molde)

Interim City Secretary
Title (Puesto)

August 26, 2021
Date of signing (Fecha de firma)



ORDER OF CANCELLATION

The Stephenville City Council hereby cancels the special election scheduled to be held on November 8, 2022 in accordance with Section 2.053(a) of the Texas Election code. The following candidates have been certified as unopposed and are hereby elected as follows:

Offices	Candidates
City Council Place 3	Lonn Reisman

ORDEN DE CANCELACIÒN

El consejal de ciudad de Stephenville por la presente cancela la elecciòn que, de lo contrario, se hubiera celebrado el 8 de noviembre 2022 de conformidad, con la Secciòn 2.053(a) del Còdigo de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos ùnicos y por la presente quedan elegidos como se halla indicado a continuaciòn:

Cargos	Candidatos
Ayuntamiento lugar 3	Lonn Reisman

Date of adoption (Fecha de adopciòn): September 6, 2022

Doug Svien
Mayor (*Alcalde*)



STAFF REPORT

SUBJECT: Approve the City of Stephenville and SISD School Resource Officer Annual Memorandum of Understanding 2022-2023

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr.

RECOMMENDATION:

Approve the City of Stephenville and SISD School Resource Officer (SRO) Annual Memorandum of Understanding 2022-2023.

BACKGROUND:

On August 15, 2022, the SISD School Board approved the City of Stephenville and SISD SRO annual memorandum of understanding. This mission of the SRO program under this agreement is to place community policing officers in designated schools within the SISD. This MOU is valid for the 2022 – 2023 school year.

FISCAL IMPACT SUMMARY:

The city will provide one patrol car for each SRO and one that is equipped for K-9 operations. In addition the city will provide uniforms and equipment along with required training. All personnel costs and recurring K-9 equipment are the SISD responsibility.

ALTERNATIVES

APPENDIX 1

JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES OF SCHOOL RESOURCE OFFICER (SRO):

GOALS:

The job of a school resource officer is varied, diverse and demanding. It is the goal of both the Stephenville Police Department and the Stephenville Independent School District to develop, create and maintain a professional SRO program that provides top-notch services to our students, our schools and our community.

UNIFORM:

The SRO will wear the regular police patrol uniform or K9 patrol uniform, and drive a fully equipped patrol vehicle. More casual attire may be worn, with permission from the SRO's supervisor, when the SRO is participating in school activities, training and school athletics that make wearing a uniform impractical.

JOB ACCOUNTABILITY:

The SRO will be primarily accountable to the Department and reports directly to a dayshift patrol sergeant for operational matters. The SRO is supervised by the Operations Lieutenant. He/she is expected to maintain an accurate accounting of cases worked, training received, number and type of presentations made and to whom, overtime worked, specials details, and all other information worthy of reporting. This reported information will be due on a semester basis and is to be forwarded to the Chief via the SRO's chain of command.

SRO time sheets will be signed off on every two weeks by a school administrator assigned to the SRO campus.

ON-DUTY STATUS:

The SRO will normally work 7:30 AM to 4:00 PM, Monday through Friday, with Saturday and Sunday off. He/she may adjust the work schedule, with the approval of their immediate supervisor, in order to accommodate school activities and requests. The SRO shall check on each day with dispatch and/or the field supervisor, unless other arrangements are made in advance with the supervisor.

The SRO is expected to leave information for school officials and his/her supervisor regarding his/her whereabouts when off campus. When school is not in session (i.e. holidays, summer vacation, midyear breaks, etc.), the SRO will create a work schedule with his/her supervisor.

SRO DUTIES AND RESPONSIBILITIES — GENERAL:

The SRO will:

- Foster educational programs/activities to increase each student's knowledge of and respect for the law and the function of law enforcement;
- Attend extracurricular activities held at the District's schools within the City, when feasible, and promote a positive relationship between students and law enforcement officials;

- Understand school policies regarding how to distinguish disciplinary infractions to be handled by school officials versus criminal activity that warrants SRO involvement;
- Review enforcement and investigative techniques at local schools and work with District personnel to provide in-service training to staff with regard to crisis management and school security;
- Work with the District's personnel to advise concerning vehicular and traffic safety on and around the school campuses;
- Act swiftly and cooperatively when responding to disruptions and criminal offenses at school or on school grounds, such as: disorderly conduct by trespassers; the possession and/or use of weapons on campus; the possession, sale, distribution or use of alcohol or controlled substances; rioting or dangerous demonstrations; serious acts of vandalism; etc.;
- Make reports of criminal offenses as per Department regulations as warranted, and investigate such acts that may occur at schools;
- Provide assistance to other officers of the Department or other law enforcement agencies in their investigations of criminal offenses which are alleged to occur off campus, but may be related to school activities;
- Familiarize themselves with the many issues confronting students, e.g., alcohol and drug use, gang involvement, weapons, bullying, and teenage suicide;
- Work collaboratively with the District, other SROs, and other law enforcement agencies to create safe and drug free schools and promote healthy youth development. This may include drug searches, home visits and wellness checks as appropriate;
- Provide direct intervention to children who are victims, witnesses, or perpetrators of violent crime;
- Participate in SRO Program evaluation by providing data and assisting with analysis and recommendations through partnership meetings;
- Provide assistance in the development of a Safe School Plan and crisis preparedness guidelines for schools;
- Handle the primary responsibility of responding to calls for service and investigating crimes at assigned Stephenville ISD campuses within the City;
- Conduct follow-up on reports taken by patrol officers when appropriate;
- Establish genuine rapport between students, faculty and parents while being available to students, parents and faculty before, during and after school;
- Provide a safe, healthy and secure environment on campus and in the immediate proximity of the campus;
- Provide routine marked police car patrol and visible foot patrol during the most critical times to discourage unlawful and antisocial behavior;
- Provide security at public meetings held by the district as needed;
- Provide intelligence to law enforcement and school officials relative to gang or drug activities and enforcement;
- Give educational presentations to student body, faculty, administration, PTSA and other school-based groups relative to laws, the role of law enforcement and other applicable subjects;
- Serve as a resource for Stephenville ISD and the Department by providing safety programs, special drug education classes and juvenile gang awareness and prevention programs in the schools and assisting staff with presentations and instruction in developing age-appropriate curriculum;
- Train school administrators and faculty on gangs, youth subcultures and substance abuse;

- Encourage input from the school and community to inform ongoing policies that promote a safe and inclusive school environment;
- Train Department personnel on the role of the SRO and on school issues important for officers to know;
- Be a liaison for the school, police and probation, and the community to keep all informed of activities of others who may be at risk or inclined to cause problems or commit crimes;
- Assist police investigators with information that will help solve cases;
- Help school staff in lessening campus tension and provide assistance to campus supervisors as needed;
- Consider diversion opportunities for youth, rather than arrest, when appropriate;
- Communicate and coordinate with the patrol and investigations;
- Use discretion in handling confidential material and information;
- Use the resources provided for the prevention, observation, intervention, investigation, and reporting of unlawful acts;
- As needed, attend District activities outside of the regular duty hours.
- Coordinate all activities with the principals and staff members concerned and seek permission, advice and guidance prior to enacting any program within the school.
- Grow professionally through study and participation in professional activities, including recommended SRO trainings, including the Texas TCOLE required/recommended SRO training/certification.

RELATIONSHIPS:

It is most important that the SRO become acquainted with school officials and understand school priorities and procedures, as well as state and local laws relevant to school safety and order. The SRO should also attend faculty meetings, assemblies and classrooms as often as possible and work in cooperation with school officials in building positive relationships. The SRO shall conduct himself/herself in a manner that will reflect favorably on the Department. He/she is a positive role model, serving as a good example of the professional law enforcement officer. The SRO should show respect for students, faculty, staff, administrators and parents and display fairness and consistency in handling issues that occur.

PREVENTATIVE STRATEGIES:

SROs provide classes on drug use, underage drinking, drinking and driving, peer pressure, bullying, cyber bullying, gang awareness, sexual assault awareness, and student privacy, search and seizure and other laws that apply to students, careers in law enforcement, and various other safety issues.

GEOGRAPHY:

The SRO should become thoroughly familiar with the campuses being served and learn of any troublesome locations on and off campus. Complete knowledge of campuses helps develop preventative tactics and techniques that promote a safe school environment.

POLICE REPORTS:

Staff members and site administrators shall only request police assistance when (1) necessary to protect the physical safety of students and staff; (2) required by law; or (3) appropriate to address criminal behavior of persons other than students. Police involvement should not be requested in a situation that can be safely and appropriately handled by the District's internal disciplinary procedures. In the event

that staff and or SROs are unclear, the principal or other designated school administrator should be contacted immediately to make a determination. Calls for service at schools requiring or resulting in written crime reports will normally be the responsibility of the SRO, if the reported incident is directly school-related and the SRO is readily available. When the SRO is not available, the Patrol Division may handle the call for service. Crime reports needing additional follow up may be assigned to the Investigations division if the SRO is unable to complete it.

STUDENT DISCIPLINE:

Stephenville ISD administrators have primary responsibility to ensure consistent enforcement of school rules and policies. If the administrator believes an incident is in violation of the law, he/she may contact the SRO to determine whether law enforcement action is appropriate.

Stephenville ISD administrators shall prioritize alternatives to school removals and police involvement. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses, including disorderly conduct; disturbance/disruption of schools or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest).

STEPHENVILLE POLICE DEPARTMENT

Dan M. Harris Jr., Chief of Police

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

Eric Cederstrom, Superintendent

MEMORANDUM OF UNDERSTANDING

City of Stephenville and Stephenville Independent School District for the School Resource Officer

I. Purpose

The purpose of this Memorandum of Understanding is to document the respective roles and responsibilities of the City of Stephenville (the City) and the Stephenville Independent School District (the School District) regarding the hiring, equipping, supervising, housing, and other logistical considerations for School Resource Officers (SROs) assigned to the School District.

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

II. City of Stephenville Responsibilities

The City, through its police department, will be responsible for the following:

1. Providing 2 sworn police officers for service as School Resource Officers on the school campuses designated by the School District. Providing equipment and supplies including, but not limited to, uniforms and a police radio, and other such equipment as required for performance of their duties.
2. Selection of Personnel. In the event of an SRO vacancy the police department will create and implement a selection process involving members of the department, school district and members of the community as appropriate. The Chief of Police has the final say in personnel selections.
3. School Resource Officer Duties. SROs will perform law enforcement duties for the school district on designated campuses that include protecting the safety and welfare of persons, protection of school property and building positive relationships with students, parents and school district personnel. SROs will not engage in duties associated with routine student discipline and school administrative tasks. The district and department will create and agree on a specific document that outlines SRO duties. See **Appendix 1 SRO JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES**.
4. Keeping the School District informed, as appropriate, of any changes to federal and state laws, as well as case law, which may affect the School Resource Officer Program.
5. Notifying promptly the School District of anticipated changes in funding, personnel assignments, or performance issues related to the School Resource Officer.
6. Allowing School District participation in the development of SRO utilization strategies.

7. Documenting the activities and achievements of the SRO with periodic progress reports.
8. Preparing an annual evaluation of each SRO, with input from school district officials, prior to the start of the school year.
9. Providing one SRO as a K9 handler on school campuses designated by the School District, who will be certified as a K9 handler and be responsible for having a Police Canine (K9) assigned to them and all responsibilities associated with that type of assignment as directed by Stephenville Police Department General Order 8.8, Police Canine Operations.
10. Providing one marked patrol vehicle for each SRO including one that will be equipped for police canine operations.
11. Ensure that all necessary and required training for K9 handler and Police Canine are accomplished successfully and that all required certifications are maintained.

III. Stephenville Independent School District Responsibilities

The School District will be responsible for the following:

1. Providing office space with appropriate furnishings on the respective campuses for use by SROs.
2. All personnel costs related to the employment of SROs assigned to the school district.
3. All costs related to the purchase of Police Canine (K9).
4. All costs related to initial training and certification of Police Canine (K9) and K9 handler.
5. All costs related to equipment for Police Canine (K9) including but not limited to kennels, bowls, leashes, and other related items.
6. All costs related to equipment and up-fitting of marked police vehicle with necessary K9 equipment.
7. All recurring costs related to care of Police Canine (K9) including but not limited to food, preventative veterinary care, and emergency veterinary care for the service life of Police Canine (K9).
8. Providing routine administrative support (e.g. telephone and in-building paging/answering service) and office supplies to SROs while on campus.
9. Including SROs in school staff meetings relevant to the SRO mission.
10. Permitting SROs adequate time to complete necessary in-service training, professional development and training requirements to maintain SROs' peace officer certifications.
11. Notifying the City of changes in the number of student days in a school year.

12. To establish and follow written procedures for referring police involvement;
13. To train District staff in accordance with the procedures outlined herein as well as existing district policies involving student health and safety; and
14. To cooperate with and support the SRO and the City Police Department in a proactive manner to ensure that the SRO program meets the expectations of the District, City Police, students, parents and community.
15. Saving and holding harmless the City and its employees, from all liability, of any nature, including costs, and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting from injuries or damages sustained by students and their property or School District personnel and property, resulting in whole or part from the performance or omission of any employee, agent, or representative of the City.

IV. The School District and City agree to the following general provisions:

1. The agreement is subject to audit at any time within three years of the termination of this MOU and thereafter as provided by law to determine that services were proper and the billings were correct.
2. This MOU and any addendums signed by both parties are the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this MOU shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.
3. Providing supervision and employee administrative support to School Resource Officers including work schedules, continuing education, pay administration, and the like.
4. This MOU is subject to the availability of local, state, and/or federal funds. If funds are not available or if available funding is reduced, written notice of termination, payment suspension, or funding reduction will be provided by either affected party.
5. In the event either party fails to perform in accordance with the provisions of this MOU, the other party may, upon 30 days' written notice, terminate the MOU in whole or in part.
6. In the event notice of termination is given, all work by the City shall cease on the effective date of the termination. The City shall be paid for all work performed prior to the notice of termination in accordance with the terms of the MOU. Final invoices shall be submitted to the School District no later than 30 days following the date of termination of this contract.
7. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions hereof will not be affected or impaired, and such remaining provisions will remain in full force and effect.
8. Billing Period: Annually, September 1st through August 31st.

9. Failure to enforce any provision of the MOU does not constitute a waiver of that provision, or any other provision, of the contract.
10. This MOU and any addendums signed by both parties represents the entire agreement between the parties.
11. This agreement will undergo an annual review to adjust, as necessary, any over- or under-payments by the School District. These adjustments will be reflected in the subsequent year's invoice for SRO services.
12. School District understands and agrees that all SROs assigned to the school district will be employees of the City of Stephenville and subject solely to the control of the City of Stephenville. While the School District and the City will consult with each other as to the most effective use of the SRO, ultimate authority as to the disposition, placement, use, discipline and all other matters relating to employment of SROs will be with the City.

V. SRO Continuation Plan

The City and School District agree to continue the SRO program. The School District will reimburse the City for the SRO's salary and benefits.

VI. MOU Period

This agreement is for a period of one year from August 17th, 2022 to August 17th, 2023, or upon 90 days' written notification by either party requesting that the agreement should be reviewed. For purposes of the agreement, the contacts are Superintendent, Stephenville ISD, and Chief of Police, Stephenville Police Department.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 6th day of September, 2022.


CITY OF STEPHENVILLE

Doug Svien, Mayor

Attest:

Terri Johnson, Interim City Secretary

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT



Eric Cederstrom, Superintendent

Public Works
STAFF REPORT



SUBJECT: 536 Wellfield – Electrical
MEETING: Special City Council Meeting - 06 September 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends engaging United Cooperative Services to provide the electrical service for the 536 Wellfield.

BACKGROUND:

The 536 Wellfield Wells Project includes the construction of five (5) deep water production supply wells.

United Cooperative Services is the electrical service provider for the 536 Wellfield area. The work consists of pole installation and 7,000 LF of three-phase overhead electric line and fifteen transformers to service five water wells.

When the wells are drilled, logged, developed, and a gallon-per-minute production rate is determined, the final project will be let to size, order, and install the pumps, motors, and connect the electrical components to activate the wells.

The electrical construction project has an estimated timeline of 10 weeks.

FISCAL IMPACT SUMMARY:

The electrical component of the wellfield project was estimated to cost \$210,000. The budgetary estimate document provided by United Cooperative Services is for \$171,397.39. The wellfield funds are available from proceeds from the sale of bonds in April 2022 and the wellfield project continues to remain within budget.

ATTACHMENTS:

Attached is copy of budgetary estimate document provided by United Cooperative Services.

[2022_09-06 536 Wellfield – UCS Electrical Service](#)



Development and Large Commercial Load Budgetary Estimate

Date: 08-252-2022

Project/Customer Name: CITY OF STEPEHNVILLE 67 WELL FIELD Project Location: HWY 67

Developer/Owner: CITY OF STEPHENVILLE Contact: NICK WILLIAMS

Email: NICKWILLIAMS@STEPHENVILLETX.GOV Office Phone: (254)918-1223 Cell Phone: _____

Engineering Firm/Contractor: PROVENANCE ENGINEERING Contact: KORI THOMPSON

Email: kthompson@provenanceengineering.com Office Phone: (660)537-1223 Cell Phone: (660)537-1223

United Cooperative Services (United) thanks you for the opportunity to be your electric service provider. The following cost of construction estimates and timelines are based on the information that has been provided concerning the proposed development or large commercial load stated above.

“This is an estimate limited by current assumptions, based upon United’s standard construction practices; and is subject to change with any deviation in assumptions and the development of detailed specifications and designs. Any cost invoiced will be based on actual field design and United’s construction practices.”

In order to clarify the purpose for providing this estimate for contribution in aid construction (CIAC), United wants all parties to understand that this is a budgetary estimate only and that the cost presented herein are contingent upon multiple factors that must occur and that some of those could change or be altered along the way. Any and all of those changes/alterations will or could affect the cost, some dramatically, of providing electric service to this facility. Aside from fluctuating material and labor costs, there are other factors affecting the cost of this project as well; including, but not limited to: member design parameters, obtaining required easements, obtaining any required permits (ie: railroad, county, state).

This estimate was produced from a design plan provided to United and does not reflect any actual measurements taken in the field since there are no actual facilities located or marked at the property. The actual cost can only be produced and provided once the final design has been approved, United field engineering personnel has been able to set stakes at the site and all of the other requirements listed above have been met and agreed upon.

As the project progresses from the concept design phase into a definitive plan and a request by the member for construction has been made, there will also be an Electric Service agreement that will be required by United from the member. It is at this time that a final cost estimate and invoice will be established. Upon receipt of payment of United’s invoice for CIAC, United will finalize the design work in the field and release the project for construction. If, prior to actual construction being initiated, either party determines that the route chosen for this estimate is not plausible, another route will be designated and a new design and cost estimate will be provided. In the event that the Member or Developer has been provided with a previously and mutually agreed to project design and budgetary cost estimate, and the Cooperative is then requested to provide additional or major revisions to the project design; at the Cooperative’s sole discretion, the Member or Developer may be charged up to a \$2,000 re-design fee that must be paid prior to additional designs and budgetary estimates being provided.

- Load Sheet Received and Attached Yes No
- Sketch Received and Attached Yes No
- Plat Received and Attached Yes No
- Estimated Bills Provided and Attached Yes No

This estimate is based on the following:

Residential Development:

Proposed development includes _____ residential lots; approximately _____ acres each

Homes to be _____ to _____ square feet; and are all electric or gas

Large Commercial/Industrial Load:

Proposed load is 5 50HP WEL total connected horsepower; or

A total connected load of 500 amps at 480 volts, single phase or three phase

Proposed Service Entrance Size 5, 200 AM amps

Estimated total connected kW load based on the above information: _____

With an estimated run time of 24 hours a day; 7 days per week

In order to serve the load/development detailed above, the following electrical transmission and distribution facilities will be required (with associated estimated total costs and timeframes involved for construction):

Transmission/Substation
N/A

Offsite Distribution

Onsite Distribution
Building aproximately 7000' of 3 phase overhead line

Special Equipment/Transformers
15 transformers included in the estimate

Budgetary Cost Estimate:

Transmission/Substation Total Cost =		0.00
Less TCOS (if Applicable) =		<u>0.00</u>
Offsite Distribution Cost =	N/A	
Onsite Distribution Cost =	154737.39	
Special Equipment/Transformer Cost =	16660.00	<u> </u>
Total Distribution Cost =		171397.39
Less United Participation (if Applicable) =		<u> </u>
Total Contribution in Aid of Construction =		171397.39

Estimated Timeline for Construction:

As with the budgetary costs provided above, these timeframes are estimated and are limited by current assumptions, based upon United’s standard construction practices; and they are subject to change with any deviation in assumptions and can also be greatly affected by adverse weather and/or other Acts of God. The timeframes begin upon receipt of any Contribution in Aid of Construction that may be due, as well as any easements that may be required from the Member and a properly executed Electric Service Agreement.

Note – These timeframes may run concurrently:

Transmission/Substation	<u> N/A </u> Weeks
Offsite Distribution	<u> N/A </u> Weeks
Onsite Distribution and Special Equipment	<u> 10 </u> Weeks
Total Estimated Time for Construction	<u> 10 </u> Weeks

Billing Estimate:

The attached billing estimate is based on Single Phase Three Phase with,
_____ kWh usage monthly, and _____ kW monthly maximum demand. _____ kW is expected
to be on peak demand.

Acknowledged Receipt by: _____

Date: _____

Public Works
STAFF REPORT



SUBJECT: 536 Wellfield – Electrical Easements
MEETING: Special City Council Meeting - 06 September 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends granting United Cooperative Services easements to provide the electrical service for the 536 Wellfield.

BACKGROUND:

The 536 Wellfield Wells Project includes the construction of five (5) deep water production supply wells.

United Cooperative Services (UCS) is the electrical service provider for the 536 Wellfield area. The work consists of pole installation and 7,000 LF of three-phase overhead electric line and fifteen transformers to service five water wells.

To provide electrical service, UCS will install poles, lines, and other electrical infrastructure that will be owned and maintained by UCS on the city's 536 Wellfield property. Service easements are necessary to allow UCS the ability to access the lines for maintenance and to ensure an efficient response during any emergency conditions.

The easement agreement has been reviewed by the city attorney. Copies of the easement documents including exhibits and meets and bounds descriptions are attached.

FISCAL IMPACT SUMMARY:

There is no monetary cost to the city to grant the electrical service easements to UCS.

ATTACHMENTS:

Attached are copies of the proposed easement documents including exhibits and meets and bounds descriptions.

[2022_09-06 536 Wellfield – UCS Easement 1](#)

[2022_09-06 536 Wellfield – UCS Easement 2,3,4](#)

[2022_09-06 536 Wellfield – UCS Easement 5](#)

UTILITY EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ERATH

That CITY OF STEPHENVILLE

of the County of ERATH, State of Texas, hereinafter called "Grantor" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, assign and convey unto UNITED ELECTRIC COOPERATIVE SERVICES, INC., a Texas corporation having its principal office at 2601 S. Burlison Blvd., Burlison, Texas, 76028, and to its successors and/or assigns, hereinafter called "United," a perpetual continuous easement and right-of-way (the "Easement") for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing utilities and utility services (including but not limited to electric distribution and data communications) and any and all related equipment, devices, appliances, and other property (including but not limited to poles, transmission, distribution, and other facilities and equipment, variable numbers of wires, lines, cables, surface mounted equipment, meters, conduits, manholes, vaults, transformers, switches, and sectionalizing devices) as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by United to be necessary and/or desirable for its operation, over, under, across and upon Grantor's land, said land being situated in the

MALCOMB L. LEECH Survey, Abstract No. 506, ERATH County, Texas, containing 356.40 acres, more particularly described in deed from NAC INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY to CITY OF STEPHENVILLE

dated NOVEMBER 6, 2013, and recorded as Instrument Number 2013-06984 or Volume, Page of the Deed Records of said County.

When the said equipment, devices, appliances and other property is/are installed as designated by United, the Easement herein granted shall be limited to a strip of land thirty (30) feet in width as described in Exhibit A. Notwithstanding any other provision to the contrary, in addition to the strip of land thirty (30) feet in width located as specified in this paragraph, United shall have the right as part of the Easement to use at any time as much of the surface of the land of Grantor adjacent to such strip of land thirty (30) feet in width as may be reasonably necessary for United to enjoy the benefits of the Easement and/or to exercise its rights with respect to the Easement.

United (and its designees) is hereby granted as part of the Easement, (a) the right of pedestrian and vehicular ingress and egress over, across and upon said land for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing the said utility(ies) and/or utility service(s) and related equipment, devices, appliances, and other property, as well as reading any meter and performing any act related to the utility(ies) and/or the utility service(s); (b) the right (but not the obligation) to relocate said road, if the same is widened in the future; (c) the right (but not the obligation) to trim, remove, or chemically treat with herbicide any trees and other foliage located thereon which might, in the judgment of United, damage or interfere with the operation of any permitted utility(ies), utility service(s) or related equipment, device, appliance and/or other property or otherwise be preferable; and (d) the right (but not the obligation) to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures or other obstructions which may, in the sole judgment of United, endanger or interfere with United's use of this Easement or the efficiency, safety or convenient operation of said utility(ies), utility service(s), or related equipment, devices, appliances and other property now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by Grantor or any other party, without the prior written consent of United, then United shall have the right to remove same from such space and the Grantor agrees to pay United the reasonable cost of such removal. Grantor shall not make changes in grade, elevation or contour of the land within the Easement without prior written consent of United. This agreement, easement and right-of-way, together with all other provisions of this grant, shall constitute a covenant burdening the land and is an easement in gross for the benefit of United, its successors and assigns.

The Grantor expressly reserves for Grantor, and Grantor's successors and assigns, all rights to use the land with respect to which this Easement is herein granted for purposes which do not, in the sole judgment of United, interfere with the exercise by United of the rights hereby granted. The rights hereby granted to United may be assigned (and/or licensed) by United in whole or in part. The Grantor agrees that all equipment, devices, appliances and other property, installed over, under, across, and upon the above-described lands, shall remain the property of the installing party, removable at the option of United. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist United in exercising its rights herein described. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with United's use of this Easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the utility(ies), utility service(s), related equipment, devices, appliances, and/or other property.

This Utility Easement and Right-Of-Way contains all covenants and terms between Grantor and United related to the Easement. Any oral representations or modifications concerning this Utility Easement and Right-Of-Way shall be of no force and effect. Any subsequent amendment or modification to this Utility Easement and Right-Of-Way must be in writing and agreed to by the Grantor and United. No waiver by United of any default or breach of any covenant, condition, or stipulation herein contained, or delay by United in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of United or of the ability of United to utilize any such right at a future date.

TO HAVE AND TO HOLD the Easement unto said United, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend said Easement unto United, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the day of, 20.

GRANTOR:

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

Notary Public, State of Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____

of _____

a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

UCS Information

Representative: _____

Work Order/Service Order: _____

Location: _____

Grantor' s Name: _____

Account Number: _____

Please ensure the recorded easement is returned to:

UCS c/o Easement Clerk

PO Box 290

Stephenville, Texas 76401

EXHIBIT 'A'
CITY OF STEPHENVILLE
0.346 ACRES OR 15,082 SQUARE FEET
30 FOOT WIDE EASEMENT

BEING A TRACT OF LAND LOCATED IN THE MALCOMB L LEECH SURVEY, ABSTRACT NO. 506, ERATH COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CITY OF STEPHENVILLE, RECORDED IN DOCUMENT NUMBER 2013-06984, OFFICIAL PUBLIC RECORDS, ERATH COUNTY, TEXAS, (O.P.R.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT (N:6751923.80, E:2088112.13) FOR THE SOUTH CORNER OF SAID EASEMENT ON THE NORTH LINE OF U.S. HIGHWAY 67 (120' WIDE RIGHT-OF-WAY) FROM WHICH A 3/8-INCH IRON ROD WITH CAP FOUND FOR THE EAST CORNER OF SAID CITY OF STEPHENVILLE TRACT BEARS NORTH 87 DEGREES 11 MINUTES 50 SECONDS EAST, A DISTANCE OF 6681.50 FEET;

THENCE NORTH 69 DEGREES 39 MINUTES 11 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE WEST CORNER OF SAID EASEMENT;

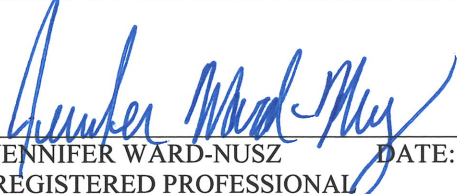
THENCE NORTH 19 DEGREES 50 MINUTES 56 SECONDS EAST, LEAVING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 502.57 FEET TO A CALCULATED POINT FOR NORTH CORNER OF SAID EASEMENT;

THENCE SOUTH 70 DEGREES 33 MINUTES 53 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR EAST CORNER OF SAID EASEMENT, FROM WHICH A BENT POST FOUND FOR THE NORTH CORNER OF SAID CITY OF STEPHENVILLE TRACT BEARS NORTH 53 DEGREES 38 MINUTES 19 SECONDS EAST, A DISTANCE OF 5,543.74 FEET;

THENCE SOUTH 19 DEGREES 50 MINUTES 56 SECONDS WEST, A DISTANCE OF 502.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 15,082 SQUARE FEET OR 0.346 ACRES.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), NORTH CENTRAL ZONE (4202). DISTANCES SHOWN ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.



JENNIFER WARD-NUSZ DATE: 03/29/2022
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



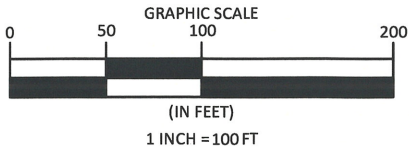


EXHIBIT 'A'

Item 6.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N69°39'11"W	30.00'
L2	N19°50'56"E	502.91'
L3	S70°33'53"E	30.00'
L4	S19°50'56"W	502.80'

CITY OF STEPHENVILLE
DOCUMENT NO. 2013-06984
O.P.R.E.C.T.

N53°38'19"E 5543.74'
P.O.R. - BENT POST FOUND
AT THE NORTH CORNER OF
CITY OF STEPHENVILLE TRACT



30' WIDE EASEMENT
0.346 ACRES
(15,082 S.F.)

MALCOMB L LEECH SURVEY
ABSTRACT NO. 506

ADRIAN R. WARREN
VOLUME 356, PAGE 462
D.R.E.C.T.

US HIGHWAY 67
(120' RIGHT-OF-WAY)

P.O.R. - 3/8" IRON ROD W/CAP
FOUND AT THE EAST CORNER OF
CITY OF STEPHENVILLE TRACT
N87°11'50"E 6681.50'
P.O.B. GRID COORDINATES
N:6751923.80
E:2088112.13



Jennifer Ward-Nusz
JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH CENTRAL ZONE (4202). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.9999245492.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. CENTERLINE OF EASEMENT DERIVED FROM AS-BUILT LOCATION AS SHOWN.

SHEET 02 OF 02

LEGEND

- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, EARTH COUNTY, TEXAS DEED RECORDS, EARTH COUNTY, TEXAS
- D.R.E.C.T. DEED RECORDS, EARTH COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ▲ CALCULATED CORNER
- ⊙ BENT POST
- ⊕ 3/8" CAPPED IRON ROD
- ▭ EASEMENT AREA
- ABSTRACT LINE
- ==== SUBJECT PROPERTY LINE
- ===== PROPERTY LINE

BPID: LINE 1
JOB NUMBER: 69070
FIELD DATE: MARCH 2022
SCALE: 1" = 100'
DATE: 03/29/2022
DRAWN BY: JCV

PROVENANCE ENGINEERING
ELECTRIC LINE EASEMENT
0.346 ACRES, 15,082 SQUARE FEET
CITY OF STEPHENVILLE
MALCOMB L LEECH SURVEY
ABSTRACT NO. 506
EARTH COUNTY, TEXAS



15 Smith Road, Suite 2000
Midland, Texas 79705
Ph: (432) 699-0601 Fax: (432) 699-0601
EMAIL: SAM@SAM.BIZ

UTILITY EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ERATH

That CITY OF STEPHENVILLE

of the County of ERATH, State of Texas, hereinafter called "Grantor" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, assign and convey unto UNITED ELECTRIC COOPERATIVE SERVICES, INC., a Texas corporation having its principal office at 2601 S. Burseson Blvd., Burseson, Texas, 76028, and to its successors and/or assigns, hereinafter called "United," a perpetual continuous easement and right-of-way (the "Easement") for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing utilities and utility services (including but not limited to electric distribution and data communications) and any and all related equipment, devices, appliances, and other property (including but not limited to poles, transmission, distribution, and other facilities and equipment, variable numbers of wires, lines, cables, surface mounted equipment, meters, conduits, manholes, vaults, transformers, switches, and sectionalizing devices) as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by United to be necessary and/or desirable for its operation, over, under, across and upon Grantor's land, said land being situated in the HANCOCK C. SMITH 681 WILLIAM D. RICHARDSON 672 JOHN W. BRADLEY Survey, Abstract No. 37, ERATH County, Texas, containing 536.40

acres, more particularly described in deed from NAC INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY to CITY OF STEPHENVILLE

dated NOVEMBER 6, 2013, and recorded as Instrument Number 2013-06984 or Volume, Page of the Deed Records of said County.

When the said equipment, devices, appliances and other property is/are installed as designated by United, the Easement herein granted shall be limited to a strip of land thirty (30) feet in width as described in Exhibit A. Notwithstanding any other provision to the contrary, in addition to the strip of land thirty (30) feet in width located as specified in this paragraph, United shall have the right as part of the Easement to use at any time as much of the surface of the land of Grantor adjacent to such strip of land thirty (30) feet in width as may be reasonably necessary for United to enjoy the benefits of the Easement and/or to exercise its rights with respect to the Easement.

United (and its designees) is hereby granted as part of the Easement, (a) the right of pedestrian and vehicular ingress and egress over, across and upon said land for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing the said utility(ies) and/or utility service(s) and related equipment, devices, appliances, and other property, as well as reading any meter and performing any act related to the utility(ies) and/or the utility service(s); (b) the right (but not the obligation) to relocate said utility(ies), utility service(s) and related equipment, devices, appliances and other property in the same relative position to any adjacent road, if the same is widened in the future; (c) the right (but not the obligation) to trim, remove, or chemically treat with herbicide any trees and other foliage located thereon which might, in the judgment of United, damage or interfere with the operation of any permitted utility(ies), utility service(s) or related equipment, device, appliance and/or other property or otherwise be preferable; and (d) the right (but not the obligation) to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures or other obstructions which may, in the sole judgment of United, endanger or interfere with United's use of this Easement or the efficiency, safety or convenient operation of said utility(ies), utility service(s), or related equipment, devices, appliances and other property now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by Grantor or any other party, without the prior written consent of United, then United shall have the right to remove same from such space and the Grantor agrees to pay United the reasonable cost of such removal. Grantor shall not make changes in grade, elevation or contour of the land within the Easement without prior written consent of United. This agreement, easement and right-of-way, together with all other provisions of this grant, shall constitute a covenant burdening the land and is an easement in gross for the benefit of United, its successors and assigns.

The Grantor expressly reserves for Grantor, and Grantor's successors and assigns, all rights to use the land with respect to which this Easement is herein granted for purposes which do not, in the sole judgment of United, interfere with the exercise by United of the rights hereby granted. The rights hereby granted to United may be assigned (and/or licensed) by United in whole or in part. The Grantor agrees that all equipment, devices, appliances and other property, installed over, under, across, and upon the above-described lands, shall remain the property of the installing party, removable at the option of United. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist United in exercising its rights herein described. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with United's use of this Easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the utility(ies), utility service(s), related equipment, devices, appliances, and/or other property.

This Utility Easement and Right-Of-Way contains all covenants and terms between Grantor and United related to the Easement. Any oral representations or modifications concerning this Utility Easement and Right-Of-Way shall be of no force and effect. Any subsequent amendment or modification to this Utility Easement and Right-Of-Way must be in writing and agreed to by the Grantor and United. No waiver by United of any default or breach of any covenant, condition, or stipulation herein contained, or delay by United in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of United or of the ability of United to utilize any such right at a future date.

TO HAVE AND TO HOLD the Easement unto said United, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend said Easement unto United, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the day of, 20.

GRANTOR:

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

Notary Public, State of Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____

of _____

a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

UCS Information

Representative: _____

Work Order/Service Order: _____

Location: _____

Grantor' s Name: _____

Account Number: _____

Please ensure the recorded easement is returned to:

UCS c/o Easement Clerk

PO Box 290

Stephenville, Texas 76401

EXHIBIT 'A'
CITY OF STEPHENVILLE
4.031 ACRES OR 175,573 SQUARE FEET
30 FOOT WIDE EASEMENT

BEING A TRACT OF LAND LOCATED IN THE HANCOCK C SMITH SURVEY, ABSTRACT NO. 681, WILLIAM D RICHARDSON SURVEY, ABSTRACT NO. 672, AND JOHN W BRADLEY SURVEY, ABSTRACT NO. 37, ERATH COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CITY OF STEPHENVILLE, RECORDED IN DOCUMENT NUMBER 2013-06984, OFFICIAL PUBLIC RECORDS, ERATH COUNTY, TEXAS, (O.P.R.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT (N:6750551.50, E:2091317.46) FOR SOUTHEAST CORNER OF THIS EASEMENT ON THE NORTH LINE OF U.S. HIGHWAY 67 (120' WIDE RIGHT-OF-WAY) FROM WHICH A 3/8-INCH IRON ROD WITH CAP FOUND FOR THE EAST CORNER OF SAID CITY OF STEPHENVILLE TRACT BEARS NORTH 63 DEGREES 54 MINUTES 50 SECONDS EAST, A DISTANCE OF 3,861.34 FEET;

THENCE NORTH 66 DEGREES 30 MINUTES 57 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.30 FEET TO A CALCULATED POINT FOR WEST CORNER OF SAID EASEMENT;

THENCE NORTH 25 DEGREES 51 MINUTES 03 SECONDS EAST, LEAVING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2,351.92 FEET TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID EASEMENT;

THENCE NORTH 13 DEGREES 19 MINUTES 45 SECONDS EAST, A DISTANCE OF 2,023.44 FEET TO A CALCULATED POINT FOR NORTHWEST CORNER OF SAID EASEMENT, FROM WHICH A BENT POST FOUND FOR THE NORTH CORNER OF SAID CITY OF STEPHENVILLE TRACT BEARS NORTH 01 DEGREES 56 MINUTES 10 SECONDS WEST, A DISTANCE OF 1,035.20 FEET;

THENCE SOUTH 76 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID EASEMENT;

THENCE SOUTH 13 DEGREES 19 MINUTES 44 SECONDS WEST, A DISTANCE OF 2,007.01 FEET TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID EASEMENT;

THENCE SOUTH 87 DEGREES 31 MINUTES 46 SECONDS EAST, A DISTANCE OF 1,471.40 FEET TO A CALCULATED POINT FOR THE MOST NORTHERLY EAST CORNER OF SAID EASEMENT;

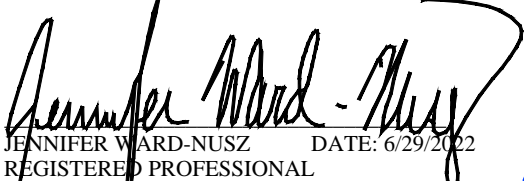
THENCE SOUTH 02 DEGREES 28 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE MOST SOUTHERLY EAST CORNER OF SAID EASEMENT;

THENCE NORTH 87 DEGREES 31 MINUTES 46 SECONDS WEST, A DISTANCE OF 1,479.69 FEET TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID EASEMENT;

THENCE SOUTH 25 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 2,342.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 175,573 SQUARE FEET OR 4.031 ACRES.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), NORTH CENTRAL ZONE (4202). DISTANCES SHOWN ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.


JENNIFER WARD-NUSZ DATE: 6/29/2022
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



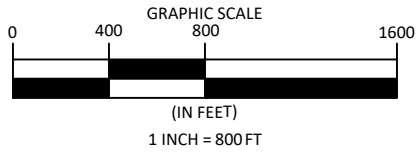


EXHIBIT 'A'

MS CROW SURVEY ABSTRACT NO. 1035
JOSEPH W ANDREWS SURVEY ABSTRACT NO. 16

V & M ENTERPRISES, INC
 INSTRUMENT NO. 2017-02832
 O.P.R.E.C.T.

JOHN W BRADLEY SURVEY ABSTRACT NO. 37

WILLIAM D RICHARDSON SURVEY ABSTRACT NO. 672

HANCOCK C SMITH SURVEY ABSTRACT NO. 681

CITY OF STEPHENVILLE
 DOCUMENT NO. 2013-06984
 O.P.R.E.C.T.

ALLEN A+ RANCH, LTD
 INSTRUMENT NO. 2020-6680
 O.P.R.E.C.T.

US HIGHWAY 67
 (120' RIGHT-OF-WAY)
 N66°30'57"W
 30.03'

P.O.B.
 GRID COORDINATES
 N:6750551.50
 E:2091317.46



Jennifer Ward-Nusz
 JENNIFER WARD-NUSZ
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6396, STATE OF TEXAS
 TEXAS FIRM NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH CENTRAL ZONE (4202). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.9999245492.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

LEGEND

- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, EARTH COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ▲ CALCULATED CORNER
- MON BENT POST
- ⊕ 3/8" CAPPED IRON ROD
- ▭ EASEMENT AREA
- ABSTRACT LINE
- SUBJECT PROPERTY LINE
- PROPERTY LINE

BPID: LINE 2, 3 & 4
JOB NUMBER: 69070
FIELD DATE: NOVEMBER 2021
SCALE: 1" = 800'
DATE: 03/29/2022, REV 6/29/2022
DRAWN BY: JCV

**PROVENANCE ENGINEERING
 ELECTRIC LINE EASEMENT
 4.031 ACRES, 175,572 SQUARE FEET**
 CITY OF STEPHENVILLE
 HANCOCK C SMITH SURVEY, WILLIAM D RICHARDSON SURVEY & JOHN W BRADLEY SURVEY
 ABSTRACT NUMBERS 681, 672 & 1035
 EARTH COUNTY, TEXAS

15 Smith Road, Suite 2000
 Midland, Texas 79705
 Ph: (432) 699-0601 Fax: (432) 699-0601
 EMAIL: SAM@SAM.BIZ

UTILITY EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ERATH

That CITY OF STEPHENVILLE

of the County of ERATH, State of Texas, hereinafter called "Grantor" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, assign and convey unto UNITED ELECTRIC COOPERATIVE SERVICES, INC., a Texas corporation having its principal office at 2601 S. Burlison Blvd., Burlison, Texas, 76028, and to its successors and/or assigns, hereinafter called "United," a perpetual continuous easement and right-of-way (the "Easement") for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing utilities and utility services (including but not limited to electric distribution and data communications) and any and all related equipment, devices, appliances, and other property (including but not limited to poles, transmission, distribution, and other facilities and equipment, variable numbers of wires, lines, cables, surface mounted equipment, meters, conduits, manholes, vaults, transformers, switches, and sectionalizing devices) as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by United to be necessary and/or desirable for its operation, over, under, across and upon Grantor's land, said land being situated in the

WILLIAM D. RICHARDSON Survey, Abstract No. 672, ERATH County, Texas, containing 356.40 acres, more particularly described in deed from NAC INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY to CITY OF STEPHENVILLE

dated NOVEMBER 6, 2013, and recorded as Instrument Number 2013-06984 or Volume, Page of the Deed Records of said County.

When the said equipment, devices, appliances and other property is/are installed as designated by United, the Easement herein granted shall be limited to a strip of land thirty (30) feet in width as described in Exhibit A. Notwithstanding any other provision to the contrary, in addition to the strip of land thirty (30) feet in width located as specified in this paragraph, United shall have the right as part of the Easement to use at any time as much of the surface of the land of Grantor adjacent to such strip of land thirty (30) feet in width as may be reasonably necessary for United to enjoy the benefits of the Easement and/or to exercise its rights with respect to the Easement.

United (and its designees) is hereby granted as part of the Easement, (a) the right of pedestrian and vehicular ingress and egress over, across and upon said land for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing the said utility(ies) and/or utility service(s) and related equipment, devices, appliances, and other property, as well as reading any meter and performing any act related to the utility(ies) and/or the utility service(s); (b) the right (but not the obligation) to relocate said road, if the same is widened in the future; (c) the right (but not the obligation) to trim, remove, or chemically treat with herbicide any trees and other foliage located thereon which might, in the judgment of United, damage or interfere with the operation of any permitted utility(ies), utility service(s) or related equipment, device, appliance and/or other property or otherwise be preferable; and (d) the right (but not the obligation) to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures or other obstructions which may, in the sole judgment of United, endanger or interfere with United's use of this Easement or the efficiency, safety or convenient operation of said utility(ies), utility service(s), or related equipment, devices, appliances and other property now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by Grantor or any other party, without the prior written consent of United, then United shall have the right to remove same from such space and the Grantor agrees to pay United the reasonable cost of such removal. Grantor shall not make changes in grade, elevation or contour of the land within the Easement without prior written consent of United. This agreement, easement and right-of-way, together with all other provisions of this grant, shall constitute a covenant burdening the land and is an easement in gross for the benefit of United, its successors and assigns.

The Grantor expressly reserves for Grantor, and Grantor's successors and assigns, all rights to use the land with respect to which this Easement is herein granted for purposes which do not, in the sole judgment of United, interfere with the exercise by United of the rights hereby granted. The rights hereby granted to United may be assigned (and/or licensed) by United in whole or in part. The Grantor agrees that all equipment, devices, appliances and other property, installed over, under, across, and upon the above-described lands, shall remain the property of the installing party, removable at the option of United. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist United in exercising its rights herein described. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with United's use of this Easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the utility(ies), utility service(s), related equipment, devices, appliances, and/or other property.

This Utility Easement and Right-Of-Way contains all covenants and terms between Grantor and United related to the Easement. Any oral representations or modifications concerning this Utility Easement and Right-Of-Way shall be of no force and effect. Any subsequent amendment or modification to this Utility Easement and Right-Of-Way must be in writing and agreed to by the Grantor and United. No waiver by United of any default or breach of any covenant, condition, or stipulation herein contained, or delay by United in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of United or of the ability of United to utilize any such right at a future date.

TO HAVE AND TO HOLD the Easement unto said United, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend said Easement unto United, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the day of, 20.

GRANTOR:

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____.

Notary Public, State of Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ()

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____
of _____
a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

UCS Information

Representative: _____

Work Order/Service Order: _____

Location: _____

Grantor' s Name: _____

Account Number: _____

Please ensure the recorded easement is returned to:

UCS c/o Easement Clerk

PO Box 290

Stephenville, Texas 76401

PROVENANCE ENGINEERING
CITY OF STEPHENVILLE
ELECTRIC LINE EASEMENT

ESMT-CITY OF STEPHENVILLE
SAM JOB NO. 69070
SHEET 01 OF 02
BPID NO. LINE 5

EXHIBIT 'A'
CITY OF STEPHENVILLE
0.366 ACRES OR 15,930 SQUARE FEET
30 FOOT WIDE EASEMENT

BEING A TRACT OF LAND LOCATED IN THE WILLIAM D RICHARDSON SURVEY, ABSTRACT NO. 672, ERATH COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CITY OF STEPHENVILLE, RECORDED IN DOCUMENT NUMBER 2013-06984, OFFICIAL PUBLIC RECORDS, ERATH COUNTY, TEXAS, (O.P.R.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT (N:6749726.32, E:2093216.65) FOR SOUTHEAST CORNER OF SAID EASEMENT ON THE NORTH LINE OF U.S. HIGHWAY 67 (120' WIDE RIGHT-OF-WAY) FROM WHICH A 3/8-INCH IRON ROD WITH CAP FOUND FOR THE EAST CORNER OF SAID CITY OF STEPHENVILLE TRACT BEARS NORTH 31 DEGREES 52 MINUTES 10 SECONDS EAST, A DISTANCE OF 2,971.03 FEET;

THENCE NORTH 66 DEGREES 30 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR SOUTHWEST CORNER OF SAID EASEMENT;

THENCE NORTH 24 DEGREES 00 MINUTES 48 SECONDS EAST, LEAVING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 46.56 FEET TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID EASEMENT;

THENCE NORTH 20 DEGREES 23 MINUTES 34 SECONDS EAST, ACROSS SAID CITY OF STEPHENVILLE TRACT, A DISTANCE OF 483.60 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF SAID EASEMENT, FROM WHICH A BENT POST FOUND FOR THE NORTH CORNER OF SAID CITY OF STEPHENVILLE TRACT BEARS NORTH 06 DEGREES 35 MINUTES 32 SECONDS WEST, A DISTANCE OF 5,485.80 FEET;

THENCE SOUTH 69 DEGREES 36 MINUTES 26 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE NORTHEAST CORNER OF SAID EASEMENT;

THENCE SOUTH 20 DEGREES 23 MINUTES 34 SECONDS WEST, ACROSS SAID CITY OF STEPHENVILLE TRACT, A DISTANCE OF 484.55 FEET TO A CALCULATED POINT FOR AN EXTERIOR CORNER OF SAID EASEMENT;

THENCE SOUTH 24 DEGREES 00 MINUTES 48 SECONDS WEST, ACROSS SAID CITY OF STEPHENVILLE TRACT, A DISTANCE OF 47.24 FEET TO TO THE POINT OF BEGINNING AND CONTAINING 15,930 SQUARE FEET OR 0.366 ACRES.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), NORTH CENTRAL ZONE (4202). DISTANCES SHOWN ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

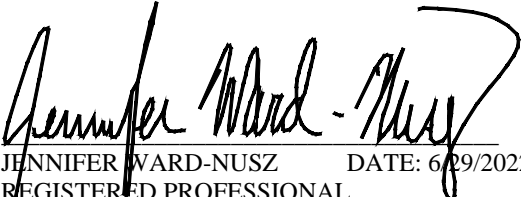
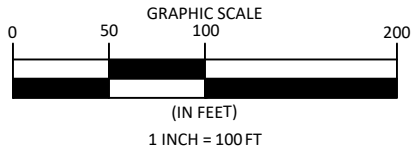

JENNIFER WARD-NUSZ DATE: 6/29/2022
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



EXHIBIT 'A'



WILLIAM D RICHARDSON SURVEY
ABSTRACT NO. 672

P.O.R. - BENT POST FOUND AT THE NORTH CORNER OF CITY OF STEPHENVILLE TRACT

S69°36'26"E
30.00'

CITY OF STEPHENVILLE
DOCUMENT NO. 2013-06984
O.P.R.M.C.T.

30' WIDE EASEMENT
0.366 ACRES
(15,930 S.F.)

N20°23'34"E
483.60'
S20°23'34"W
484.55'

N31°52'10"E 2971.03'
P.O.R. - 3/8" IRON ROD W/ CAP FOUND AT THE EAST CORNER OF CITY OF STEPHENVILLE TRACT

US HIGHWAY 67
(120' RIGHT-OF-WAY)

HANCOCK C SMITH SURVEY
ABSTRACT NO. 681

N24°00'48"E
46.56'

S24°00'48"W
47.24'

N66°30'26"W
30.00'

P.O.B. GRID COORDINATES
N:6749726.32
E:2093216.65

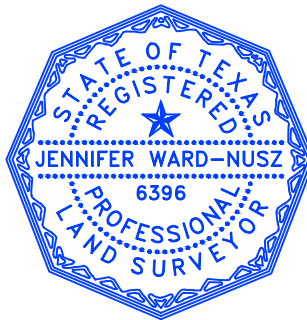
JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH CENTRAL ZONE (4202). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.9999245492 .
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

LEGEND

- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, EARTH COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ▲ CALCULATED CORNER
- ⊙ BENT POST
- ⊕ 3/8" CAPPED IRON ROD
- ▭ EASEMENT AREA
- ABSTRACT LINE
- SUBJECT PROPERTY LINE
- PROPERTY LINE



SHEET 02 OF 02

BPID: LINE 5
JOB NUMBER: 69070
FIELD DATE: NOVEMBER 2021
SCALE: 1" = 100'
DATE: 03/29/2022, REV: 6/29/2022
DRAWN BY: JCV

PROVENANCE ENGINEERING
ELECTRIC LINE EASEMENT
0.366 ACRES, 15,930 SQUARE FEET
CITY OF STEPHENVILLE
HANCOCK C SMITH SURVEY & WILLIAM D RICHARDSON SURVEY
ABSTRACT NUMBERS 681 & 672
EARTH COUNTY, TEXAS



15 Smith Road, Suite 2000
Midland, Texas 79705
Ph: (432) 699-0601 Fax: (432) 699-0601
EMAIL: SAM@SAM.BIZ

STAFF REPORT

SUBJECT: Solid Waste Franchise Agreement – Amendment No. 6 – Fuel Surcharge Table
MEETING: Public Works Committee – 06 Sep 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed rate adjustment with Waste Connections, Inc. for the collection, hauling, and disposal of municipal solid waste and construction and demolition waste in accordance with the provisions of the existing exclusive franchise agreement.

BACKGROUND:

The City of Stephenville originally entered into an exclusive franchise agreement with IESI, TX Corporation in January of 2005. In 2012, the corporation changed names to Progressive Waste Solutions of TX, Inc. In 2016, Progressive was acquired by Waste Connections Lonestar, Inc.

The exclusive franchise agreement was last updated and approved in March of 2022 with adjusted rates. The current agreement term extends to December 31, 2023.

The existing agreement utilized a fuel surcharge/refund schedule with a top average monthly price of \$5.00 per gallon. Because fuel prices have risen above \$5.00 per gallon, the proposed amendment simply extends the existing fuel surcharge/refund schedule.

PROPOSAL:

Attached is a copy of the proposed amendment. A copy of the existing agreement is also attached. The proposed fuel surcharge rates, if approved, would become effective on September 6, 2022.

FISCAL IMPACT SUMMARY:

There is no fiscal impact proposed to the city. The agreement proposes a minimum \$65 fee to the customer for repair or replacement of damaged containers, not to exceed replacement cost. The fee is not applicable when damage results from events outside the control of the customer. If approved by council, the Fee Schedule will be modified accordingly.

ATTACHMENTS:

[Franchise Agreement – Amendment No. 6](#)
[2014 Solid Waste Franchise Agreement](#)

**SIXTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTIONS, HAULING AND DISPOSAL
OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

This Sixth Amendment to Exclusive Franchise Agreement for the Collections, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Stephenville, Texas ("Sixth Amendment") is made and entered into effective as of the September 6, 2022 (the "Sixth Amendment Effective Date"), by and between WASTE CONNECTIONS LONESTAR, INC. ("Service Provider"), and the CITY OF STEPHENVILLE, TEXAS (the "City"). Service Provider and the City are each individually referred to herein as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS:

WHEREAS, the City and the Service Provider entered into an Exclusive Franchise Agreement dated January 1, 2014 followed by a First Amendment dated January 6, 2015, a Second Amendment dated September 4, 2018 extending the term to December 31, 2023, a Third Amendment dated December 3, 2019, a Fourth Amendment dated December 1, 2020 and a Fifth Amendment, adjusting the rates, dated March 1, 2022 (as amended, the "Agreement") to provide collection, hauling, and disposal services for Municipal Solid Waste and Construction Waste within the City (as such terms are defined in the Agreement); and

WHEREAS, the City and Service Provider desire to further amend certain portions the Agreement as more fully described herein;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Agreement as amended, the City and Service Provider hereby agree as follows:

1. Fuel Surcharge/Refund. As of the Sixth Amendment Effective Date, Exhibit "A" of the Agreement shall be deleted in its entirety and replaced with the Exhibit "A" attached hereto and incorporated herein this Sixth Amendment.

2. Containers. As of the Sixth Amendment Effective Date, the following shall be added as the new Section 34 of the Agreement:

"Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes damaged or unserviceable, defined as unable to fulfill the function for which provided, due to acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged a minimum fee of \$65.00, but no more than the full at-cost replacement amount for the resulting repairs or replacement, and such amounts must be paid to Service Provider upon demand.

3. Reaffirmation. The parties hereto hereby restate and reaffirm their agreement with all of the terms and provisions of the Agreement, as amended hereby.

4. Entire Agreement. The Agreement and this Sixth Amendment represents the entire agreement among the Parties with respect to the matters that are the subject hereof.

5. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Sixth Amendment between the parties hereto, and it shall not be necessary for the proof of this Sixth Amendment that any party produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Sixth Amendment as of the date first written above.

Service Provider:

WASTE CONNECTIONS LONESTAR, INC.

By: _____
Name: Doug Svien
Title: Honorable Mayor
Date: 09/06/2022

City:

CITY OF STEPHENVILLE, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

City of Stephenville Fuel Surcharge/Refund Schedule

\$ 1.45	\$ 1.49	\$ (5,038.95)
\$ 1.50	\$ 1.54	\$ (4,799.00)
\$ 1.55	\$ 1.59	\$ (4,559.05)
\$ 1.60	\$ 1.64	\$ (4,319.10)
\$ 1.65	\$ 1.69	\$ (4,079.15)
\$ 1.70	\$ 1.74	\$ (3,839.20)
\$ 1.75	\$ 1.79	\$ (3,599.25)
\$ 1.80	\$ 1.84	\$ (3,359.30)
\$ 1.85	\$ 1.89	\$ (3,119.35)
\$ 1.90	\$ 1.94	\$ (2,879.40)
\$ 1.95	\$ 1.99	\$ (2,639.45)
\$ 2.00	\$ 2.04	\$ (2,399.50)
\$ 2.05	\$ 2.09	\$ (2,159.55)
\$ 2.10	\$ 2.14	\$ (1,919.60)
\$ 2.15	\$ 2.19	\$ (1,679.65)
\$ 2.20	\$ 2.24	\$ (1,439.70)
\$ 2.25	\$ 2.29	\$ (1,199.75)
\$ 2.30	\$ 2.34	\$ (959.80)
\$ 2.35	\$ 2.39	\$ (719.85)
\$ 2.40	\$ 2.44	\$ (479.90)
\$ 2.45	\$ 2.49	\$ (239.95)
\$ 2.50	\$ 2.54	\$ -
\$ 2.55	\$ 2.59	\$ -
\$ 2.60	\$ 2.64	\$ -
\$ 2.65	\$ 2.69	\$ -
\$ 2.70	\$ 2.74	\$ -
\$ 2.75	\$ 2.79	\$ -
\$ 2.80	\$ 2.84	\$ -
\$ 2.85	\$ 2.89	\$ -
\$ 2.90	\$ 2.94	\$ -
\$ 2.95	\$ 2.99	\$ -
\$ 3.00	\$ 3.04	\$ -
\$ 3.05	\$ 3.09	\$ 239.95
\$ 3.10	\$ 3.14	\$ 479.90
\$ 3.15	\$ 3.19	\$ 719.85
\$ 3.20	\$ 3.24	\$ 959.80
\$ 3.25	\$ 3.29	\$ 1,199.75
\$ 3.30	\$ 3.34	\$ 1,439.70

\$ 3.35	\$ 3.39	\$ 1,679.65
\$ 3.40	\$ 3.44	\$ 1,919.60
\$ 3.45	\$ 3.49	\$ 2,159.55
\$ 3.50	\$ 3.54	\$ 2,399.50
\$ 3.55	\$ 3.59	\$ 2,639.45
\$ 3.60	\$ 3.64	\$ 2,879.40
\$ 3.65	\$ 3.69	\$ 3,119.35
\$ 3.70	\$ 3.74	\$ 3,359.30
\$ 3.75	\$ 3.79	\$ 3,599.25
\$ 3.80	\$ 3.84	\$ 3,839.20
\$ 3.85	\$ 3.89	\$ 4,079.15
\$ 3.90	\$ 3.94	\$ 4,319.10
\$ 3.95	\$ 3.99	\$ 4,559.05
\$ 4.00	\$ 4.04	\$ 4,799.00
\$ 4.05	\$ 4.09	\$ 5,038.95
\$ 4.10	\$ 4.14	\$ 5,278.90
\$ 4.15	\$ 4.19	\$ 5,518.85
\$ 4.20	\$ 4.24	\$ 5,758.80
\$ 4.25	\$ 4.29	\$ 5,998.75
\$ 4.30	\$ 4.34	\$ 6,238.70
\$ 4.35	\$ 4.39	\$ 6,478.65
\$ 4.40	\$ 4.44	\$ 6,718.60
\$ 4.45	\$ 4.49	\$ 6,958.55
\$ 4.50	\$ 4.54	\$ 7,198.50
\$ 4.55	\$ 4.59	\$ 7,438.45
\$ 4.60	\$ 4.64	\$ 7,678.40
\$ 4.65	\$ 4.69	\$ 7,918.35
\$ 4.70	\$ 4.74	\$ 8,158.30
\$ 4.75	\$ 4.79	\$ 8,398.25
\$ 4.80	\$ 4.84	\$ 8,638.20
\$ 4.85	\$ 4.89	\$ 8,878.15
\$ 4.90	\$ 4.94	\$ 9,118.10
\$ 4.95	\$ 4.99	\$ 9,358.05
\$ 5.00	\$ 5.04	\$ 9,598.00
\$ 5.05	\$ 5.09	\$ 9,837.95
\$ 5.10	\$ 5.14	\$ 10,077.90
\$ 5.15	\$ 5.19	\$ 10,317.85
\$ 5.20	\$ 5.24	\$ 10,557.80

\$ 5.25	\$ 5.29	\$ 10,797.75
\$ 5.30	\$ 5.34	\$ 11,037.70
\$ 5.35	\$ 5.39	\$ 11,277.65
\$ 5.40	\$ 5.44	\$ 11,517.60
\$ 5.45	\$ 5.49	\$ 11,757.55
\$ 5.50	\$ 5.54	\$ 11,997.50
\$ 5.55	\$ 5.59	\$ 12,237.45
\$ 5.60	\$ 5.64	\$ 12,477.40
\$ 5.65	\$ 5.69	\$ 12,717.35
\$ 5.70	\$ 5.74	\$ 12,957.30
\$ 5.75	\$ 5.79	\$ 13,197.25
\$ 5.80	\$ 5.84	\$ 13,437.20
\$ 5.85	\$ 5.89	\$ 13,677.15
\$ 5.90	\$ 5.94	\$ 13,917.10
\$ 5.95	\$ 5.99	\$ 14,157.05
\$ 6.00	\$ 6.04	\$ 14,397.00
\$ 6.05	\$ 6.09	\$ 14,636.95
\$ 6.10	\$ 6.14	\$ 14,876.90
\$ 6.15	\$ 6.19	\$ 15,116.85
\$ 6.20	\$ 6.24	\$ 15,356.80
\$ 6.25	\$ 6.29	\$ 15,596.75
\$ 6.30	\$ 6.34	\$ 15,836.70
\$ 6.35	\$ 6.39	\$ 16,076.65
\$ 6.40	\$ 6.44	\$ 16,316.60
\$ 6.45	\$ 6.49	\$ 16,556.55
\$ 6.50	\$ 6.54	\$ 16,796.50
\$ 6.55	\$ 6.59	\$ 17,036.45
\$ 6.60	\$ 6.64	\$ 17,276.40
\$ 6.65	\$ 6.69	\$ 17,516.35
\$ 6.70	\$ 6.74	\$ 17,756.30
\$ 6.75	\$ 6.79	\$ 17,996.25
\$ 6.80	\$ 6.84	\$ 18,236.20
\$ 6.85	\$ 6.89	\$ 18,476.15
\$ 6.90	\$ 6.94	\$ 18,716.10
\$ 6.95	\$ 6.99	\$ 18,956.05
\$ 7.00	\$ 7.04	\$ 19,196.00
\$ 7.05	\$ 7.09	\$ 19,435.95
\$ 7.10	\$ 7.14	\$ 19,675.90
\$ 7.15	\$ 7.19	\$ 19,915.85
\$ 7.20	\$ 7.24	\$ 20,155.80
\$ 7.25	\$ 7.29	\$ 20,395.75

\$ 7.30	\$ 7.34	\$ 20,635.70
\$ 7.35	\$ 7.39	\$ 20,875.65
\$ 7.40	\$ 7.44	\$ 21,115.60
\$ 7.45	\$ 7.49	\$ 21,355.55
\$ 7.50	\$ 7.54	\$ 21,595.50
\$ 7.55	\$ 7.59	\$ 21,835.45
\$ 7.60	\$ 7.64	\$ 22,075.40
\$ 7.65	\$ 7.69	\$ 22,315.35
\$ 7.70	\$ 7.74	\$ 22,555.30
\$ 7.75	\$ 7.79	\$ 22,795.25
\$ 7.80	\$ 7.84	\$ 23,035.20
\$ 7.85	\$ 7.89	\$ 23,275.15
\$ 7.90	\$ 7.94	\$ 23,515.10
\$ 7.95	\$ 7.99	\$ 23,755.05
\$ 8.00	\$ 8.04	\$ 23,995.00
\$ 8.05	\$ 8.09	\$ 24,234.95
\$ 8.10	\$ 8.14	\$ 24,474.90
\$ 8.15	\$ 8.19	\$ 24,714.85
\$ 8.20	\$ 8.24	\$ 24,954.80
\$ 8.25	\$ 8.29	\$ 25,194.75
\$ 8.30	\$ 8.34	\$ 25,434.70
\$ 8.35	\$ 8.39	\$ 25,674.65
\$ 8.40	\$ 8.44	\$ 25,914.60
\$ 8.45	\$ 8.49	\$ 26,154.55
\$ 8.50	\$ 8.54	\$ 26,394.50
\$ 8.55	\$ 8.59	\$ 26,634.45
\$ 8.60	\$ 8.64	\$ 26,874.40
\$ 8.65	\$ 8.69	\$ 27,114.35
\$ 8.70	\$ 8.74	\$ 27,354.30
\$ 8.75	\$ 8.79	\$ 27,594.25
\$ 8.80	\$ 8.84	\$ 27,834.20
\$ 8.85	\$ 8.89	\$ 28,074.15
\$ 8.90	\$ 8.94	\$ 28,314.10
\$ 8.95	\$ 8.99	\$ 28,554.05
\$ 9.00	\$ 9.04	\$ 28,794.00
\$ 9.05	\$ 9.09	\$ 29,033.95
\$ 9.10	\$ 9.14	\$ 29,273.90
\$ 9.15	\$ 9.19	\$ 29,513.85
\$ 9.20	\$ 9.24	\$ 29,753.80
\$ 9.25	\$ 9.29	\$ 29,993.75
\$ 9.30	\$ 9.34	\$ 30,233.70

\$ 9.35	\$ 9.39	\$ 30,473.65
\$ 9.40	\$ 9.44	\$ 30,713.60
\$ 9.45	\$ 9.49	\$ 30,953.55
\$ 9.50	\$ 9.54	\$ 31,193.50
\$ 9.55	\$ 9.59	\$ 31,433.45
\$ 9.60	\$ 9.64	\$ 31,673.40
\$ 9.65	\$ 9.69	\$ 31,913.35
\$ 9.70	\$ 9.74	\$ 32,153.30
\$ 9.75	\$ 9.79	\$ 32,393.25
\$ 9.80	\$ 9.84	\$ 32,633.20
\$ 9.85	\$ 9.89	\$ 32,873.15
\$ 9.90	\$ 9.94	\$ 33,113.10
\$ 9.95	\$ 9.99	\$ 33,353.05
\$ 10.00	\$ 10.04	\$ 33,593.00
\$ 10.05	\$ 10.09	\$ 33,832.95
\$ 10.10	\$ 10.14	\$ 34,072.90
\$ 10.15	\$ 10.19	\$ 34,312.85
\$ 10.20	\$ 10.24	\$ 34,552.80
\$ 10.25	\$ 10.29	\$ 34,792.75
\$ 10.30	\$ 10.34	\$ 35,032.70
\$ 10.35	\$ 10.39	\$ 35,272.65
\$ 10.40	\$ 10.44	\$ 35,512.60
\$ 10.45	\$ 10.49	\$ 35,752.55
\$ 10.50	\$ 10.54	\$ 35,992.50
\$ 10.55	\$ 10.59	\$ 36,232.45
\$ 10.60	\$ 10.64	\$ 36,472.40
\$ 10.65	\$ 10.69	\$ 36,712.35
\$ 10.70	\$ 10.74	\$ 36,952.30
\$ 10.75	\$ 10.79	\$ 37,192.25
\$ 10.80	\$ 10.84	\$ 37,432.20
\$ 10.85	\$ 10.89	\$ 37,672.15
\$ 10.90	\$ 10.94	\$ 37,912.10
\$ 10.95	\$ 10.99	\$ 38,152.05
\$ 11.00	\$ 11.04	\$ 38,392.00
\$ 11.05	\$ 11.09	\$ 38,631.95
\$ 11.10	\$ 11.14	\$ 38,871.90
\$ 11.15	\$ 11.19	\$ 39,111.85
\$ 11.20	\$ 11.24	\$ 39,351.80
\$ 11.25	\$ 11.29	\$ 39,591.75
\$ 11.30	\$ 11.34	\$ 39,831.70
\$ 11.35	\$ 11.39	\$ 40,071.65

\$ 11.40	\$ 11.44	\$ 40,311.60
\$ 11.45	\$ 11.49	\$ 40,551.55
\$ 11.50	\$ 11.54	\$ 40,791.50
\$ 11.55	\$ 11.59	\$ 41,031.45
\$ 11.60	\$ 11.64	\$ 41,271.40
\$ 11.65	\$ 11.69	\$ 41,511.35
\$ 11.70	\$ 11.74	\$ 41,751.30
\$ 11.75	\$ 11.79	\$ 41,991.25
\$ 11.80	\$ 11.84	\$ 42,231.20
\$ 11.85	\$ 11.89	\$ 42,471.15
\$ 11.90	\$ 11.94	\$ 42,711.10
\$ 11.95	\$ 11.99	\$ 42,951.05

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

JANUARY 1, 2014

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

STATE OF TEXAS

COUNTY OF ERATH

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2014, by and between Progressive Waste Solutions of TX, Inc., a Texas Corporation (the "Service Provider"), and the City of Stephenville, Texas (the "City").

WHEREAS, the City and IESI TX Corporation ("IESI") entered into an Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Stephenville, Texas dated as of January 1, 2005 (the "Original Contract");

WHEREAS, on December 2, 2008, the City and IESI entered into the First Amendment, (the "First Amendment"), where the parties amended and extended the Original Contract;

WHEREAS, the Original Contract and the First Amendment are hereby collectively referred to as the "Contract";

WHEREAS, on June 20, 2012 IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, the Contract is scheduled to terminate as of December 31, 2013;

WHEREAS the City and the Service Provider mutually desire to amend, renew and restate the Contract as further described herein; and

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

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

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bulky Item - Any item not measuring in excess of either seventy-two (72) inches in length or one hundred fifty (150) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

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

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Hand Collect Unit - A small Commercial Unit that utilizes a Roll-Out(s) for the collection of its Municipal Solid Waste for its regularly scheduled collection days.

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

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

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

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

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid

Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Administrator and agreed to by the Service Provider.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

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

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

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

Recyclable Materials -

- (a) **Paper** - Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) **Metal** - Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (c) **Plastic** - Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

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

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

Roll-Out - A Container with ninety-five (95) gallons of capacity.

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

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

White Good - Any item not measuring in excess of either two (2) cubic yards in size or one-hundred fifty (150) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL HAND COLLECT UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day and (iii) such Roll-Outs are placed no closer than five (5) feet from mailboxes, vehicles or other obstructions.

B. Commercial Hand Collect Units. The Service Provider will collect Municipal Solid Waste from Commercial Hand Collect Units; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 7:00 a.m. on the scheduled collection day and (iii) such Roll-Outs are placed no closer than five (5) feet from mailboxes, vehicles or other obstructions; provided, however, the Service Provider and City agree to work together to determine a mutually agreeable procedure for the placement and collection of Roll-Outs from those Commercial Hand Collect Units located on the City Square.

C. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs provided by the Service Provider. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential or Commercial Hand Collect Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereto.

D. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The customer shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units, as provided for in Section 9 hereof. The Service Provider shall

only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, up to an aggregate number of thirteen (13) Containers (each up to six (6) cubic yards in size) to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

- Municipal Service Center – 2 dumpsters
- Public Safety Building – 2 dumpsters
- City Hall - 3 Roll-Outs
- Senior Citizens Center – 1 dumpster
- City Park/City Recreation Hall Building – 3 dumpsters
- Animal Shelter – 1 dumpster
- City Library – 1 dumpster

B. Recycling Drop-Off. The Service Provider will provide, at no cost to the City, up to three (3) Roll-Offs for citizens of the City to deposit Recyclable Materials for collection and processing by the Service Provider. Such Roll-Offs shall be located at the Service Provider’s facility located at 1291 N. Bates, Stephenville, TX 76401 and shall be emptied on an as needed basis.

C. Annual City Report. Beginning on or before August 31, 2014, and on or before each August 31 of this Agreement thereafter, the Service Provider shall provide the City with a written annual report containing the following information: (i) a brief description of the Service Provider’s community involvement within the City during the previous calendar year; (ii) a brief description of any governmental violations received by the Service Provider while performing the Services during the previous calendar year; (iii) tonnage of Municipal Solid Waste collected from within the City during the previous calendar year; (iv) tonnage of Recyclable Materials collected from within the City during the previous calendar year; (v) tonnage of Construction and Demolition Waste collected from within the City and the percentage hauled to the City of Stephenville Class IV Landfill during the previous calendar year; (vi) percentage of complaints resolved during the previous calendar year; and (vii) link to Service Provider’s parent company’s audited financial statement for the previous calendar year.

D. Quality Control/Assurances. The Service Provider will maintain a quality control program to ensure the Services are performed under commonly accepted industry standards as well as the provisions of this Agreement. As quality assurance, the City may assess liquidated damages against the Service Provider for the failures expressly provided for in Section 30 hereof. The Service Provider shall designate a point of contact that will be responsible for working with the City on any quality control issues.

SECTION 7. BULKY ITEMS AND BUNDLES.

A. Pre-Arranged Collections. The Service Provider will collect (i) one (1) Bulky Item and (ii) up to one (1) cubic yard of Bundles from Single-Family Residential Units once per week, as designated by the Service Provider; provided, that (i) the Single-Family Residential Units requiring such collections notify the Service Provider no later than the end of the Business Day the Friday prior to the scheduled collection day, and (ii) the Bulky Items and/or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) are as defined in Section 1 hereof. The Service Provider shall only be responsible for collecting, hauling and disposing Bulky Items and Bundles from those Single-Family Residential Units that have complied with Sections 1 and 7.A. hereof. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the twice weekly collection Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$11.34 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$5.67 per month for each additional Roll-Out utilized by such Single-Family Residential

Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial Hand Collect Unit Services. For the twice weekly collection Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge (i) \$18.81 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$9.41 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the as needed/requested Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

Container Size	1 Collection per Week	2 Collections per Week	3 Collections per Week	4 Collections per Week	5 Collections per Week	6 Collections per Week
2 Cubic Yards	\$64.52	\$108.44	N/A	N/A	N/A	N/A
3 Cubic Yards	\$88.14	\$118.15	\$180.17	\$236.79	\$293.41	N/A
4 Cubic Yards	\$96.68	\$138.96	\$244.51	\$329.45	\$414.38	\$499.30
6 Cubic Yards	\$114.58	\$173.30	\$302.41	\$405.37	\$508.32	\$612.77
8 Cubic Yards	\$129.50	\$237.11	\$352.21	\$470.31	\$592.00	\$711.91

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge the following rates, per Container.

Size of Container	Each Additional Collection
2 Cubic Yards	\$40.71
3 Cubic Yards	\$48.22
4 Cubic Yards	\$54.90
6 Cubic Yards	\$68.26
8 Cubic Yards	\$81.46

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

D. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7.B. and 11 hereto, the Service Provider shall charge for each Roll-Off utilized the following fees:

Delivery or Exchange Fee	\$117.00 per delivery or exchange
Rental Fee	\$5.50 per day
Haul Fee	\$200.00 per haul
Disposal Fee	\$50.00 per ton (3 ton minimum required)

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.D. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.D.

E. Sludge Services. The Service Provider will provide hauling and disposal services for sludge from the City's wastewater treatment plant; provided, that the sludge is accompanied by requisite documentation of the State of Texas and meets the TCEQ's disposal guidelines. The City agrees to assist the Service Provider and, if necessary, agrees to adjust and regulate load weights in order to comply with the Texas Department of Transportation's weight guidelines. For the sludge Services provided to the City under this Section 9.E., the Service Provider will charge \$365.00 for each Container hauled and emptied.

F. Stephenville Type IV Landfill. Subject to adjustment by the Service Provider, in its sole discretion, the Service Provider shall attempt to haul twenty-five percent (25%) of the Roll-Offs containing Construction and Demolition Waste that are generated within the City's corporate limits to the City's landfill located at 669 County Rd. 385, Stephenville, TX 76401.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The following website (or any successor website) will be the source for such information: http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0. The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments

herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. Fuel Surcharge. The Service Provider shall (i) charge the City a Fuel Surcharge (as defined herein) for any month in which the average price of diesel fuel during the preceding month exceeded \$3.00 per gallon (the "Base Price") or (ii) credit the City with a Fuel Refund (as defined herein) for any month in which the average price of diesel fuel during the preceding month fell below \$2.50 per gallon (the "Refund Price") in accordance with this Section 10.E. In the event the Average Monthly Price (as defined herein) is (i) equal to or exceeds the Refund Price and (ii) equal to or lower than the Base Price, then there will be no Fuel Surcharge charged or Fuel Refund credited to the City for the next month. The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration's published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of

diesel fuel for each month (each, an “Average Monthly Price”) shall be the average of the weekly fuel prices published for each week during such month.

The Fuel Surcharge payable for any month (each, a “Fuel Surcharge”) shall be determined by referring to the schedule attached hereto as Exhibit “A” in accordance with the Average Monthly Price. The Fuel Refund credited to the City during any month (each, a “Fuel Refund”) shall be determined by referring to the schedule attached hereto as Exhibit “A” in accordance with Average Monthly Price. In the event the Average Monthly Price is greater than the Base Price, the applicable Fuel Surcharge will be included on the invoice to the City for the following month. In the event the Average Monthly Price is less than the Refund Price, the City will be credited with the applicable Fuel Refund on the following month’s invoice. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the Fuel Surcharge or Fuel Refund.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Service Provider's Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2014 and concluding on December 31, 2018. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 90 days prior to the expiration date of this Agreement or 90 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider’s assets (whether by operation of law, merger, consolidation or otherwise) without the City’s consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the Service Provider agrees to bill the City the rates and fees charged under Sections 9.A through 9.C. hereto for all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement") on or around the 1st day of the month, immediately following the month in which such Services were provided, commencing on February 1, 2014. Thereafter, the City will remit to the Service Provider in arrears an amount equal to (y) the gross receipts collected from such Monthly Statement, less (z) a franchise fee equal to seven percent (7%) of the gross receipts collected from such Monthly Statement (the "Franchise Fee"). Such remittance shall be made by the City on or before the last day of each month (for the immediately preceding month's service) commencing on February 28, 2014. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial Units and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. The City shall be solely responsible for billing and collecting such rates and fees from all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Delinquent Accounts. Each month the City shall notify the Service Provider in writing of any Commercial, Industrial or Residential Unit that is thirty (30) or more days delinquent in paying the City for the Services provided by the Service Provider and billed by the City under this Agreement. Upon receipt of such written notice of delinquency, the Service Provider may

discontinue its Services to such delinquent Commercial, Industrial or Residential Unit. Upon further written notification by the City that such Commercial, Industrial or Residential Unit has paid the delinquent amount owed, the Service Provider shall resume its Services to such Commercial, Industrial or Residential Unit on the next regularly scheduled collection day.

D. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect the rates and fees contained in Section 9.D. hereof, from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers. The Service Provider shall also bill and collect the rates and fees contained in Sections 9.D. and 9.E. from the City for all services performed for the City with respect to Roll-Off Containers.

SECTION 16. SPILLAGE.

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

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate

the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste may be collected.

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

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

SECTION 19. CUSTOMER SERVICE.

The City agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. The Service Provider shall maintain an office or other facility through which it may be contacted. Such office shall be equipped with sufficient personnel and telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. Calls received shall be responded to in a courteous manner, and calls received but not answered during normal office hours shall be responded to within twenty-four (24) hours.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this

Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Agreement.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

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

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

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

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000

- (3) Commercial General Liability \$1,000,000 per occurrence,
\$2,000,000 in the aggregate,
combined single limit for Bodily
Injury and Property Damage Liability
- (4) Automobile Liability \$2,000,000 per occurrence combined
single limit for Bodily Injury and
Property Damage Liability
- (5) Pollution Legal Liability \$2,000,000 each loss
- (6) Excess or Umbrella \$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. SAVINGS PROVISION.

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

SECTION 27. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 28. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 29. GOVERNING LAW.

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

SECTION 30. LIQUIDATED DAMAGES.

In the event the Service Provider fails to perform in accordance with the provisions of this Agreement, the City may withhold from any monies due to the Service Provider, not as a penalty but as liquidated damages for such breach of contract, the amounts defined herein for the failures provided in this Section 30.

Failure to clean any spill on the City's streets caused by a sudden and unforeseen mechanical failure resulting in oil, Solid Waste, or fluid loss from the Service Provider's collection vehicles within 24 hours of notification from the City	\$250.00 per incident, per day
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Failure to collect a missed collection within the
cure period specified in Section 17 hereof

\$100.00 per day

Prior to the assessment of any liquidated damages, the City shall notify the Service Provider in writing of the liquidated damages to be assessed and the basis for each assessment, and allow a reasonable opportunity for the Service Provider to contest the assessment of such liquidated damages.

SECTION 31. NOTICES.

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

If to the City:

City of Stephenville, Texas
298 West Washington St.
Stephenville, TX 76401
Attn: City Administrator

If to the Service Provider:

Progressive Waste Solutions of TX, Inc.
1291 N. Bates
Stephenville, TX 76401
Attn: District Manager

With a Copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

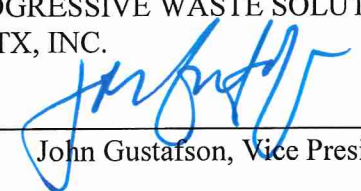
SECTION 32. ATTORNEYS' FEES.

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

SECTION 33. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF STEPHENVILLE COMMISSION MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 3RD DAY OF DECEMBER, 2013.

PROGRESSIVE WASTE SOLUTIONS
OF TX, INC.

By: 
John Gustafson, Vice President

CITY OF STEPHENVILLE, TEXAS

By: 
Jerry K. Weldon, II, Mayor

ATTEST:
By: 
Cindy L. Stafford, City Secretary



Exhibit "A"
City of Stephenville Fuel Surcharge/Refund Schedule

Average Monthly Price		Fuel Surcharge/Refund	
\$ 2.05	\$ 2.09	\$	(2,159.53)
\$ 2.10	\$ 2.14	\$	(1,919.58)
\$ 2.15	\$ 2.19	\$	(1,679.63)
\$ 2.20	\$ 2.24	\$	(1,439.68)
\$ 2.25	\$ 2.29	\$	(1,199.74)
\$ 2.30	\$ 2.34	\$	(959.79)
\$ 2.35	\$ 2.39	\$	(719.84)
\$ 2.40	\$ 2.44	\$	(479.89)
\$ 2.45	\$ 2.49	\$	(239.95)
\$ 2.50	\$ 2.54	\$	-
\$ 2.55	\$ 2.59	\$	-
\$ 2.60	\$ 2.64	\$	-
\$ 2.65	\$ 2.69	\$	-
\$ 2.70	\$ 2.74	\$	-
\$ 2.75	\$ 2.79	\$	-
\$ 2.80	\$ 2.84	\$	-
\$ 2.85	\$ 2.89	\$	-
\$ 2.90	\$ 2.94	\$	-
\$ 2.95	\$ 2.99	\$	-
\$ 3.00	\$ 3.04	\$	-
\$ 3.05	\$ 3.09	\$	239.95
\$ 3.10	\$ 3.14	\$	479.89
\$ 3.15	\$ 3.19	\$	719.84
\$ 3.20	\$ 3.24	\$	959.79
\$ 3.25	\$ 3.29	\$	1,199.74
\$ 3.30	\$ 3.34	\$	1,439.68
\$ 3.35	\$ 3.39	\$	1,679.63
\$ 3.40	\$ 3.44	\$	1,919.58
\$ 3.45	\$ 3.49	\$	2,159.53
\$ 3.50	\$ 3.54	\$	2,399.47
\$ 3.55	\$ 3.59	\$	2,639.42
\$ 3.60	\$ 3.64	\$	2,879.37
\$ 3.65	\$ 3.69	\$	3,119.32
\$ 3.70	\$ 3.74	\$	3,359.26
\$ 3.75	\$ 3.79	\$	3,599.21
\$ 3.80	\$ 3.84	\$	3,839.16
\$ 3.85	\$ 3.89	\$	4,079.11
\$ 3.90	\$ 3.94	\$	4,319.05
\$ 3.95	\$ 3.99	\$	4,559.00
\$ 4.00	\$ 4.04	\$	4,798.95
\$ 4.05	\$ 4.09	\$	5,038.90
\$ 4.10	\$ 4.14	\$	5,278.84
\$ 4.15	\$ 4.19	\$	5,518.79
\$ 4.20	\$ 4.24	\$	5,758.74
\$ 4.25	\$ 4.29	\$	5,998.69
\$ 4.30	\$ 4.34	\$	6,238.63
\$ 4.35	\$ 4.39	\$	6,478.58
\$ 4.40	\$ 4.44	\$	6,718.53
\$ 4.45	\$ 4.49	\$	6,958.48
\$ 4.50	\$ 4.54	\$	7,198.42
\$ 4.55	\$ 4.59	\$	7,438.37
\$ 4.60	\$ 4.64	\$	7,678.32
\$ 4.65	\$ 4.69	\$	7,918.27
\$ 4.70	\$ 4.74	\$	8,158.21
\$ 4.75	\$ 4.79	\$	8,398.16
\$ 4.80	\$ 4.84	\$	8,638.11
\$ 4.85	\$ 4.89	\$	8,878.06
\$ 4.90	\$ 4.94	\$	9,118.00
\$ 4.95	\$ 4.99	\$	9,357.95
\$ 5.00	\$ 5.04	\$	9,597.90

FIRST AMENDMENT

This **FIRST AMENDMENT** (the “First Amendment”) is entered into as of the 6th day of January 2015 to be effective as of January 1, 2015 (the “Effective Date”) by and between the City of Stephenville, Texas, a municipal corporation (the “City”) and Progressive Waste Solutions of Texas, Inc., formerly known as IESI TX Corporation, a Texas corporation (the “Service Provider”).

RECITALS:

WHEREAS, the City and Service Provider entered into an Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste on or about January 1, 2005 (the “Agreement”) and a First Amendment on December 2, 2008 extending the Agreement until December 31, 2013 followed by Second and Third Amendments on February 8, 2011 and December 6, 2011 adjusting rates to reflect CPI fluctuation for Fiscal Year 2011. An amended and renewed Agreement was approved on January 7, 2014 for a term of five years set to expire December 31, 2018.

WHEREAS, the City and Service Provider desire to further amend, extend and restate the Agreement as more fully described herein;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Agreement as amended, the City and Service Provider hereby agree as follows:

1. Rates and Fees. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

A. Single-Family Residential Unit Services. For the twice weekly collection Services provided to Single Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$11.58 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$5.79 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units located within the City’s corporate limits and billed by the City for water and/or sewer services.

B. Commercial Hand Collect Unit Services. For the twice weekly collection Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge (i) \$18.80 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$9.61 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City’s corporate limits and billed by the City for water and sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the as needed/requested Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilizing the following rates:

COMMERCIAL MONTHLY RATE SCHEDULE**Collections Per Week**

Size / Pickup	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	Extra Pickups
2 Cu Yd	\$ 65.90	\$ 110.76	\$ 155.62	\$ -	\$ -	\$ -	\$ 41.58
3 Cu Yd	\$ 90.02	\$ 120.68	\$ 184.02	\$ 241.86	\$ 299.68	\$ -	\$ 49.25
4 Cu Yd	\$ 98.75	\$ 141.93	\$ 249.74	\$ 336.49	\$ 423.24	\$ 509.98	\$ 56.07
6 Cu Yd	\$ 117.03	\$ 177.00	\$ 308.88	\$ 414.04	\$ 519.20	\$ 625.88	\$ 69.72
8 Cu Yd	\$ 132.27	\$ 242.18	\$ 359.74	\$ 480.37	\$ 604.66	\$ 727.14	\$ 83.20

Roll-Out Containers

Residential	\$ 11.58
Additional Cart	\$ 5.79
Commercial Hand	\$ 18.80
Commercial Extra	\$ 9.61

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

D. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7.B. and 10 hereto, the Service Provider shall charge for each Roll-Off utilized the following fees:

Open Top Roll-Off Containers

Haul Fee	\$ 203.31
Disposal Fee per ton (3 ton min.)	\$ 50.00
Delivery and Exchange	\$ 118.94
Daily Container Rental	\$ 5.59

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.D. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.D.

E. Sludge Services. The Service Provider will provide hauling and disposal services for sludge from the City's wastewater treatment plant; provided, that the sludge is accompanied by requisite documentation of the State of Texas and meets the TCEQ's disposal guidelines. The City agrees to assist the Service Provider and, if necessary, agrees to adjust and regulate load weights in order to comply with the Texas Department of Transportation's weight guidelines. For the Services provided under this Section 9.E., the Service Provider will charge \$372.81 for each Container hauled and emptied.

F. Stephenville Type IV Landfill. Subject to adjustment by the Service Provider, in its sole discretion, the Service Provider shall attempt to haul twenty-five percent (25%) of the Roll-Offs containing Construction and Demolition Waste that are generated within the City's corporate limits to the City's landfill located at 669 County Rd. 385, Stephenville, TX 76401.

2. Reaffirmation. The parties hereto hereby restate and reaffirm their agreement with all of the terms and provisions of the Agreement, as amended hereby.

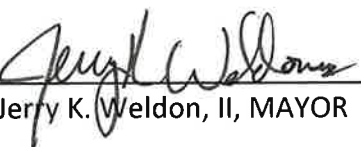
3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Second Amendment between the parties hereto, and it shall not be necessary for the proof of this Second Amendment that any party produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the 6th day of January 2015.


PROGRESSIVE WASTE SOLUTIONS OF TX, INC.
1910 S. Highway 317
Mcgregor, TX 76657

CITY OF STEPHENVILLE, TX
298 West Washington
Stephenville, TX 76401

By:  _____
Greg Brown, District Manager

By:  _____
Jerry K. Weldon, II, MAYOR

ATTEST:

By:  _____
Cindy L. Stafford
City Secretary

ORDINANCE NO. 2022-O-25

AN ORDINANCE PROVIDING BUDGET AMENDMENT FOR THE REMAINDER OF THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

WHEREAS, it is necessary to amend the 2021-22 fiscal year budget to adjust revenues and expenditures as reflected on the attached pages, and incorporated herein by reference.

The attached budget amendment for the fiscal year beginning October 1, 2021 and ending September 30, 2022, was duly presented to the City Council by the City Manager and a public notice was posted in the Stephenville City Hall.

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

SECTION 1. That the amended appropriations and anticipated revenues for the fiscal year beginning October 1, 2021 and ending September 30, 2022 for the support of the general government of the City of Stephenville, Texas, be amended and fixed for the remainder of the fiscal year ending September 30, 2022, with the revenues and expenditures shown.

SECTION 2. That the amended budget is hereby approved in all respects and adopted as the City’s budget for the remainder of the fiscal year ending September 30, 2022.

PASSED and **APPROVED** this the 6th day of September, 2022.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary

Reviewed by Jason M. King,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

City of Stephenville
Statement of Activities All Funds
FY 2021-2022

	General Fund	Water Sewer Fund	Landfill Fund	Airport Fund	Storm Water Fund	Hotel Occupancy Tax Fund	Debt Service Fund	Capital Project Fund	TIF Special Revenue Fund	Non--Major Special Revenue Funds	Total	Discrete Component Unit
Cash Balance 10/01	10,818,800	20,799,155	1,427,525	5,761	167,363	517,641	103,719	9,692,483	-	80,312	43,612,759	1,052,622
Revenues												
Taxes	16,037,472	-	-	-	-	584,261	271,045	-	82,558	-	16,975,336	608,487
Licenses & Permits	339,385	9,000	-	-	25,000	-	-	5,000	-	-	378,385	-
Fines & Forfeitures	131,875	-	-	-	-	-	-	-	-	6,950	138,825	-
Intergovernmental	932,901	2,632,354	-	10,000	1,166,373	-	-	1,400,000	-	3,200	6,144,828	-
Service Charges	1,257,333	9,929,487	1,193,000	112,280	964,594	69,600	-	8,935	-	-	13,535,229	-
Other Revenue	3,278,162	20,465,207	3,019	1,423,040	3,211,027	181	21	2,043,226	-	31	30,423,914	447
Total Revenue	21,977,128	33,036,048	1,196,019	1,545,320	5,366,994	654,042	271,066	3,457,161	82,558	10,181	67,596,517	608,934
Transfers In	957,579	50,219	-	120,000	-	-	343,650	1,234,069	261,092	-	2,966,609	
Transfers Out	(1,596,466)	(769,227)	(81,539)	-	(175,727)	-	-	-	(343,650)	-	(2,966,609)	
Expenditures												
Personnel Costs	11,791,291	1,592,559	286,433	2,728	-	81,681	-	-	-	-	13,754,692	276,000
Operating Expenditures	4,252,531	3,751,616	381,586	76,207	649,270	366,801	300	-	-	13,740	9,492,051	332,500
Capital Expenditures	5,727,565	38,329,802	240,000	1,562,373	442,420	-	-	13,825,237	-	-	60,127,397	-
Debt Service	654,486	2,004,117	-	-	3,709,183	-	613,100	41,814	-	-	7,022,700	-
Total Expenditures	22,425,873	45,678,094	908,019	1,641,308	4,800,873	448,482	613,400	13,867,051	-	13,740	90,396,840	608,500
Net Revenues over(under) Expenditures	(1,087,632)	(13,361,054)	206,461	24,012	390,394	205,560	1,316	(9,175,821)	-	(3,559)	(22,800,323)	434
Estimated Cash Balance 09/30	9,731,168	7,438,101	1,633,986	29,773	557,757	723,201	105,035	516,662	-	76,753	20,812,436	1,053,056
Restricted:												
Operational Reserve	4,010,956	1,336,044	167,005	19,734	56,381	112,121	-	-	-	-	5,702,241	152,125
Debt Service	593,877	2,085,246	-	-	501,376	-	105,035	-	-	-	3,285,534	-
Tourism and Visitor Bureau	-	-	-	-	-	377,330	-	-	-	-	377,330	-
Sports Venue	-	-	-	-	-	233,750	-	-	-	-	233,750	-
Capital Projects	-	-	-	-	-	-	-	516,662	-	-	516,662	-
Child Safety	-	-	-	-	-	-	-	-	7,543	-	7,543	-
Court Technology	-	-	-	-	-	-	-	-	8,944	-	8,944	-
Court Building Security	-	-	-	-	-	-	-	-	5,807	-	5,807	-
Public Safety	-	-	-	-	-	-	-	-	54,459	-	54,459	-
Economic Development	-	-	-	-	-	-	-	-	-	-	-	900,931
Airport Improvement	104,754	-	-	-	-	-	-	-	-	-	104,754	-
Grant Match	150,000	-	-	-	-	-	-	-	-	-	150,000	-
Sewer System Improvement Program	-	3,840,000	-	-	-	-	-	-	-	-	3,840,000	-
Estimated Unrestricted Cash Balance 9/30	4,871,581	176,811	1,466,981	10,039	-	-	-	-	-	-	6,525,412	



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT04684 - Budget Adjustments FY 21-22

Account Number	Acct Type	Account Name	Description	Adjustment Description	Current	Adjustment Date: 9/6/22	
						Adjustment	Proposed
BA0000144 01-40100.00000	Revenue	CITY SALES TAX	Increase Sales Tax	Increase Sales Tax	6,710,123	950,000	7,660,123
BA0000145 01-42010.00000	Revenue	MUNICIPAL COURT FINES	Increase Court Fines	Increase Court Fines	66,500	60,000	126,500
BA0000120 01-102-51110.00000	Expense	SALARIES	City Manager retirement Council approved 4/19/22	City Manager retirement Council approved 4/19/22	320,840	118,241	439,081
01-102-51210.00000	Expense	RETIREMENT	City Manager retirement Council approved 4/19/22	City Manager retirement Council approved 4/19/22	29,377	6,018	35,395
01-102-51220.00000	Expense	SOCIAL SECURITY	City Manager retirement Council approved 4/19/22	City Manager retirement Council approved 4/19/22	25,735	2,174	27,909
BA0000127 01-102-52531.00000	Expense	OUTSIDE PROFESSIONALS	City Hall Hazard Mitigation Generator Grant	City Hall Hazard Mitigation Generator Grant	-	5,000	5,000
01-105-55200.00000	Expense	BUILDING IMPROVEMENTS	City Hall Hazard Mitigation Generator Grant	City Hall Hazard Mitigation Generator Grant	-	83,533	83,533
01-43500.00000	Revenue	GRANTS	City Hall Hazard Mitigation Generator Grant	City Hall Hazard Mitigation Generator Grant	3,000	77,178	80,178
BA0000137 01-103-55160.00000	Expense	COMPUTER EQUIPMENT	Carryover HR automation project funds FY20-21	Carryover HR automation project funds FY20-21	-	28,711	28,711
BA0000128 01-108-52640.00000	Expense	SPECIAL EVENTS	Mainstreet Special Events	Mainstreet Special Events	-	20,000	20,000
BA0000129 01-108-53320.00000	Expense	OPERATING SUPPLIES	Mainstreet Operating Supplies	Mainstreet Operating Supplies	1,000	6,000	7,000
BA0000130 01-108-55140.00000	Expense	OTHER EQUIPMENT	Mainstreet Speaker Project	Mainstreet Speaker Project	-	25,128	25,128
BA0000113 01-108-55140.00000	Expense	OTHER EQUIPMENT	Budget Downtown Lighting Project from cash reserves	Budget Downtown Lighting Project from cash reserves	-	90,000	90,000
BA0000131 01-301-52531.00000	Expense	OUTSIDE PROFESSIONALS	HR Attorney Services	HR Attorney Services	2,500	20,000	22,500
BA0000132 01-302-51130.00000	Expense	PART-TIME WAGES	Prosecutor services (funded by Court Fines)	Prosecutor services	6,600	6,800	13,400
01-302-51220.00000	Expense	SOCIAL SECURITY	Prosecutor services (funded by Court Fines)	Prosecutor services	3,860	700	4,560
BA0000133 01-302-53341.00000	Expense	CREDIT CARD FEES	Municipal Court Credit Card Fees (funded by Court Fines)	Municipal Court Credit Card Fees	1,703	5,000	6,703
BA0000134 01-402-54251.00000	Expense	BRIDGE MAINTENANCE	Additional Funds for Purchase of Street Vehicle	Additional Funds for Purchase of Street Vehicle	20,000	(5,985)	14,015
01-402-55140.00000	Expense	OTHER EQUIPMENT	Additional Funds for Purchase of Street Vehicle	Additional Funds for Purchase of Street Vehicle	38,000	5,985	43,985
BA0000136 01-402-52550.00000	Expense	DAMAGE CLAIMS	Damage Claims	Damage Claims	-	1,000	1,000
01-45200.00000	Revenue	INSURANCE PROCEEDS	Damage Claims	Damage Claims	-	95,215	95,215
01-601-52550.00000	Expense	DAMAGE CLAIMS	Damage Claims	Damage Claims	-	81,127	81,127
01-701-52550.00000	Expense	DAMAGE CLAIMS	Damage Claims	Damage Claims	-	13,088	13,088
BA0000114 01-45420.00000	Revenue	DONATIONS & CONTRIBUTIONS	Increase Inclusive Playground budget for donations	Inclusive Playground donations FY 21-22	-	49,662	49,662
01-501-55270.03250	Expense	PARKLAND DEDICATION IMPROV	Increase Inclusive Playground budget for donations	Inclusive Playground donations FY 21-22	152,978	49,662	202,640
01-501-55270.03250	Expense	PARKLAND DEDICATION IMPROV	Increase Inclusive Playground budget for donations	Inclusive Playground donations FY 20-21	152,978	46,602	199,580



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT04684 - Budget Adjustments FY 21-22

Account Number	Acct Type	Account Name	Description	Adjustment Description	Current	Adjustment Date: 9/6/22	
						Adjustment	Proposed
BA0000115			Financing of 5 mowers Council approved 11/2/21				
01-45602.00000	Revenue	LOAN PROCEEDS	Financing of 5 mowers		-	149,495	149,495
01-501-55120.00000	Expense	MACHINERY & EQUIPMENT	Financing of 5 mowers		53,856	117,356	171,212
01-501-57550.00000	Expense	LEASE INTEREST	Financing of 5 mowers		2,876	2,099	4,975
01-501-57600.00000	Expense	LEASE PRINCIPAL	Financing of 5 mowers		17,025	30,040	47,065
BA0000135			Funds for Book Shelving Book Ends				
01-504-53130.00000	Expense	BOOKS & EDUCATIONAL MATERIALS	Funds for Book Shelving Book Ends		18,000	(3,571)	14,429
01-504-55200.00000	Expense	BUILDING IMPROVEMENTS	Funds for Book Shelving Book Ends		13,422	3,571	16,993
BA0000112			Budget Senior Center Building from Cash Reserve				
01-506-55200.00000	Expense	BUILDING IMPROVEMENTS	Budget Senior Center Building from Cash Reserve		24,438	1,200,000	1,224,438
BA0000126			Repairs for Splashville Council approved 1/18/22				
01-507-54253.00000	Expense	SWIMMING POOL MAINTENANCE	Repairs for Splashville Council approved 1/18/22		35,000	280,981	315,981
BA0000109			Purchase Pre-Owned Ambulance Council approved 11/02/2021				
01-601-55111.00000	Expense	VEHICLES-EMS	Purchase Pre-Owned Ambulance		36,260	21,128	57,388
BA0000116			Financing for 2021 Ambulance Council approved 11/16/21				
01-45602.00000	Revenue	LOAN PROCEEDS	Financing for 2021 Ambulance		-	267,000	267,000
01-601-55111.00000	Expense	VEHICLES-EMS	Financing for 2021 Ambulance		36,260	235,959	272,219
01-601-57551.00000	Expense	DEBT INTEREST	Financing for 2021 Ambulance		-	4,972	4,972
01-601-57601.00000	Expense	DEBT PRINCIPAL	Financing for 2021 Ambulance		-	26,069	26,069
BA0000118			Financing of SCBA system & cardiac monitors Council approved 2/1/22				
01-45602.00000	Revenue	LOAN PROCEEDS	Financing of SCBA system & cardiac monitors		-	484,507	484,507
01-601-55140.00000	Expense	OTHER EQUIPMENT	Financing of SCBA system & cardiac monitors		66,878	424,026	490,904
01-601-57551.00000	Expense	DEBT INTEREST	Financing of SCBA system & cardiac monitors		-	8,232	8,232
01-601-57601.00000	Expense	DEBT PRINCIPAL	Financing of SCBA system & cardiac monitors		-	52,249	52,249
BA0000121			TIFMAS Deployments and Reimbursements				
01-43500.00000	Revenue	GRANTS	TIFMAS Deployment/Reimbursement		3,000	99,512	102,512
01-601-51120.00000	Expense	OVERTIME	TIFMAS Deployments and Reimbursements		267,118	84,512	351,630
01-601-52590.00000	Expense	DEPLOYMENT COSTS	TIFMAS Deployments and Reimbursements		-	15,000	15,000
BA0000138			NCTTRAC Grant for Ambulance Wrap				
01-43500.00000	Revenue	GRANTS	NCTTRAC Grant for Ambulance Wrap		3,000	8,042	11,042
01-601-55111.00000	Expense	VEHICLES-EMS	NCTTRAC Grant for Ambulance Wrap		36,260	8,042	44,302
BA0000139			Fire Wildland Gear				
01-601-53160.00000	Expense	WEARING APPAREL	Fire Wildland Gear		37,195	11,828	49,023
BA0000140			Fire Vehicle Maintenance				
01-601-54110.00000	Expense	VEHICLE MAINTENANCE	Fire Vehicle Maintenance		30,000	17,000	47,000
BA0000117			Financing of Public Safety Commincation System Council approved 12/7/21				
01-45602.00000	Revenue	LOAN PROCEEDS	Financing of Public Safety Commincation System		-	1,990,403	1,990,403
01-701-55140.00000	Expense	OTHER EQUIPMENT	Financing of Public Safety Commincation System		250,000	1,763,981	2,013,981
01-701-57551.00000	Expense	DEBT INTEREST	Financing of Public Safety Commincation System		-	24,931	24,931
01-701-57601.00000	Expense	DEBT PRINCIPAL	Financing of Public Safety Commincation System		-	201,491	201,491



City of Stephenville

Budget Adjustment Register Adjustment Detail

Packet: GLPKT04684 - Budget Adjustments FY 21-22

Account Number	Acct Type	Account Name	Description	Adjustment Date: 9/6/22	Current	Adjustment	Proposed
BA0000119			Financing of 5 2022 Police vehicles Council approved 2/15/22				
01-45602.00000	Revenue	LOAN PROCEEDS	Financing of 5 2022 Police vehicles		-	197,453	197,453
01-701-55110.00000	Expense	VEHICLE	Financing of 5 2022 Police vehicles		169,000	145,923	314,923
01-701-57601.00000	Expense	DEBT PRINCIPAL	Financing of 5 2022 Police vehicles		-	51,530	51,530
BA0000141			Additional Detective Office Rental				
01-701-52311.00000	Expense	RENTAL	Additional Detective Office Rental		39,216	12,500	51,716
BA0000142			Additional fuel cost for Police				
01-701-53230.00000	Expense	GAS & OIL	Additional fuel cost for Police		45,000	45,000	90,000
BA0000143			Police vehicle maintenance				
01-701-54110.00000	Expense	VEHICLE MAINTENANCE	Police vehicle maintenance		25,000	10,000	35,000
BA0000122			Reallocate Salary Savings				
01-108-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings		-	4,500	4,500
01-201-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings		-	(49,500)	(49,500)
01-402-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings		-	(30,000)	(30,000)
01-501-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings		-	(65,000)	(65,000)
01-601-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings		(200,000)	330,000	130,000
01-701-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings		(218,652)	(125,000)	(343,652)
01-801-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings		-	(65,000)	(65,000)
BA0000160			Budget Transfer from Reserve for Airport				
01-900-59004.00000	Expense	TRANSFER OUT TO AIRPORT FUN	Budget Transfer from Reserve for Airport		-	120,000	120,000
General Fund Net Revenues Over/(Under) Expenditures						(1,095,166)	



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT04684 - Budget Adjustments FY 21-22

Account Number	Acct Type	Account Name	Description	Adjustment Description	Current	Adjustment Date: 9/6/22	
						Adjustment	Proposed
BA0000146 02-44510.00000	Revenue	WATER SALES	10% Water Rate Increase approved 10/4/21	10% Water Rate Increase approved 10/4/21	4,978,976	497,898	5,476,874
BA0000147 02-44520.00000	Revenue	WASTEWATER CHARGES	12% Wastewater Rate Increase approved 10/4/21	12% Wastewater Rate Increase approved 10/4/21	3,612,944	554,366	4,167,310
BA0000153 02-43500.20210	Revenue	GRANTS/ARPA	2nd Tranche of ARPA funds	2nd Tranche of ARPA funds	-	2,632,354	2,632,354
BA0000122 02-001-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings	Reallocate Salary Savings	-	70,000	70,000
02-002-51111.00000	Expense	SALARY VACANCY SAVINGS	Reallocate Salary Savings	Reallocate Salary Savings	-	(70,000)	(70,000)
BA0000123 02-000-55276.20220	Expense	WATER & SEWER LINE IMPROVEM	Issuance of 2022 Certificates of Obligation Council approved 4/5/22	Issuance of 2022 C/O-Long Street Engineering	-	594,700	594,700
02-000-55276.20220	Expense	WATER & SEWER LINE IMPROVEM	Issuance of 2022 C/O-Water & Sewer Projects	Issuance of 2022 C/O-Water & Sewer Projects	-	6,500,000	6,500,000
02-001-55235.00000	Expense	WELLS	Issuance of 2022 C/O-536 Well Field development	Issuance of 2022 C/O-536 Well Field development	547,100	7,893,000	8,440,100
02-011-55270.20180	Expense	SEWER LINE REPLACEMENT	Issuance of 2022 C/O-Eastside Sewer Project	Issuance of 2022 C/O-Eastside Sewer Project	13,427,125	5,025,550	18,452,675
02-45600.00000	Revenue	BOND PROCEEDS	Issuance of 2022 Certificates of Obligation	Issuance of 2022 Certificates of Obligation	-	18,855,000	18,855,000
02-45603.00000	Revenue	BOND PREMIUM	Issuance of 2022 Certificates of Obligation	Issuance of 2022 Certificates of Obligation	-	1,576,498	1,576,498
02-901-56110.00000	Expense	ISSUE COSTS	Issuance of 2022 Certificates of Obligation	Issuance of 2022 Certificates of Obligation	-	418,248	418,248
BA0000148 02-000-55277.00000	Expense	OVERSIZED PARTICIPATION	Oversized Water/Sewerline Participation	Oversized Water/Sewerline Participation	-	53,790	53,790
BA0000149 02-001-52510.00000	Expense	UTILITIES	Increase Water Production Utilities	Increase Water Production Utilities	195,000	125,000	320,000
BA0000150 02-002-54235.00000	Expense	WATER FACILITY MAINTENANCE	Increase Water Distribution Maintenance	Increase Water Distribution Maintenance	170,000	100,000	270,000
BA0000151 02-002-53230.00000	Expense	GAS & OIL	Increase Water Distribution Gas & Oil	Increase Water Distribution Gas & Oil	12,500	11,000	23,500
BA0000152 02-002-55281.00000	Expense	WATER TANKS	Airport Pump Station approved 12/7/21	Airport Pump Station approved 12/7/21	220,975	3,797,062	4,018,037
BA0000154 02-012-54241.00000	Expense	SEWER FACILITY MAINTENANCE	Wastewater Treatment Plant Maintenance	Wastewater Treatment Plant Maintenance	75,000	20,000	95,000
BA0000155 02-020-53341.00000	Expense	CREDIT CARD CHARGES	Increased Credit Card Fees for increased revenue	Increased Credit Card Fees for increased revenue	26,112	60,000	86,112
BA0000156 02-901-59101.00000	Expense	WATER FRANCHISE TAX-TO GENE	Increase Water Franchise Fee for increased revenue	Increase Water Franchise Fee for increased revenue	618,157	112,000	730,157
Utility Fund Net Revenues Over/(Under) Expenditures						(594,234)	
BA0000157 03-030-53230.00000	Expense	GAS & OIL	Increase Gas & Oil & Maintenance (funded by increased revenues)	Increase Gas & Oil & Maintenance	45,000	45,000	90,000
03-030-54120.00000	Expense	MACHINERY MAINTENANCE	Increase Gas & Oil & Maintenance	Increase Gas & Oil & Maintenance	70,000	41,000	111,000
03-44710.00000	Revenue	LANDFILL GATE FEES	Increase Gas & Oil & Maintenance	Increase Gas & Oil & Maintenance	960,000	233,000	1,193,000
Landfill Fund Net Revenues Over/(Under) Expenditures						147,000	



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT04684 - Budget Adjustments FY 21-22

Account Number	Acct Type	Account Name	Description	Adjustment Description	Adjustment Date: 9/6/22		
					Current	Adjustment	Proposed
BA0000160				Budget Transfer from Reserve for Airport			
04-49000.00000	Revenue	TRANSFER FROM OTHER FUNDS		Budget Transfer from Reserve for Airport	-	(120,000)	(120,000)
Airport Fund Net Revenues Over/(Under) Expenditures						(120,000)	
BA0000124				Refunding of 2013 Refunding Bonds Council approved 4/5/22			
05-050-56110.00000	Expense	ISSUE COSTS		Refunding of 2013 Refunding Bonds	-	84,272	84,272
05-050-57300.00000	Expense	BOND INTEREST		Refunding of 2013 Refunding Bonds	173,372	26,539	199,911
05-050-57500.00000	Expense	BOND PRINCIPAL		Refunding of 2013 Refunding Bonds	330,000	3,095,000	3,425,000
05-45600.00000	Revenue	BOND PROCEEDS		Refunding of 2013 Refunding Bonds	-	2,825,000	2,825,000
05-45603.00000	Revenue	BOND PREMIUM		Refunding of 2013 Refunding Bonds	-	385,875	385,875
BA0000125				Flood Protection Planning Study TWDB Grant			
05-050-52531.00000	Expense	OUTSIDE PROFESSIONALS		Flood Protection Planning Study	78,700	450,000	528,700
05-43500.00000	Revenue	GRANTS		Flood Protection Planning Study TWDB Grant	828,873	337,500	491,373
BA0000158				Contractual Storm Drainage construction (funded by additional revenue)			
05-050-55250.00000	Expense	DAMAGE CLAIMS		Contractual Storm Drainage construction	-	70,000	70,000
05-44500.00000	Revenue	STORM WATER DRAINAGE FEE		Contractual Storm Drainage construction	860,984	95,000	955,984
BA0000159				Adjust CDBG GLO Project Carryover			
05-050-55231.20180	Expense	CDBG GLO GRANT		Adjust CDBG GLO Project Carryover	841,612	(799,192)	42,420
BA0000161				Increase TIF revenue and reduce Storm transfer			
05-050-59020.00000	Expense	TRANSFER TO TIF		Increase TIF revenue and reduce Storm transfer	65,431	(65,431)	-
Storm Water Drainage Fund Net Revenues Over/(Under) Expenditures						782,187	
BA0000110				Record Tarleton Commitment to Harbin Drive Project			
10-402-55250.20200	Expense	STREETS - 2020 BONDS		Record Tarleton Commitment to Harbin Drive Project	8,500,000	1,400,000	9,900,000
10-43060.00000	Revenue	TARLETON REIMBURSEMENT		Record Tarleton Commitment to Harbin Drive Project	-	1,400,000	1,400,000
BA0000111				Carryover unspent FY 20-21 Street Maintenance Funds			
10-402-55250.20200	Expense	STREETS - 2020 BONDS		Carryover unspent FY 20-21 Street Maint. Funds	8,500,000	114,848	8,614,848
BA0000123				Issuance of 2022 Certificates of Obligation Council approved 4/5/22			
10-45600.00000	Revenue	BOND PROCEEDS		Issuance of 2022 Certificates of Obligation	-	1,885,000	1,885,000
10-45603.00000	Revenue	BOND PREMIUM		Issuance of 2022 Certificates of Obligation	-	157,834	157,834
10-501-55272.00000	Expense	PARK IMPROVEMENTS		Issuance of 2022 C/O-Ballfields	-	2,001,020	2,001,020
10-501-56110.00000	Expense	ISSUE COSTS		Issuance of 2022 Certificates of Obligation	-	41,814	41,814
Capital Projects Fund Net Revenues Over/(Under) Expenditures						(114,848)	
BA0000161				Increase TIF revenue and reduce Storm transfer			
20-40100.00001	Revenue	TIF 1 SALES TAX		Increase TIF revenue and reduce Storm transfer	10,000	65,431	75,431
20-49005.00000	Revenue	TRANSFER FROM STORM DRAIN		Increase TIF revenue and reduce Storm transfer	65,431	(65,431)	-
TIF Fund Net Revenues Over/(Under) Expenditures						-	



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT04684 - Budget Adjustments FY 21-22

		Description		Adjustment Date: 9/6/22		
Account Number	Acct Type	Account Name	Adjustment Description	Current	Adjustment	Proposed
Budget Code Summary						
01-102-51110.00000	Expense	SALARIES		320,840	118,241	439,081
01-102-51210.00000	Expense	RETIREMENT		29,377	6,018	35,395
01-102-51220.00000	Expense	SOCIAL SECURITY		25,735	2,174	27,909
01-102-52531.00000	Expense	OUTSIDE PROFESSIONALS		-	5,000	5,000
01-103-55160.00000	Expense	COMPUTER EQUIPMENT		-	28,711	28,711
01-105-55200.00000	Expense	BUILDING IMPROVEMENTS		-	83,533	83,533
01-108-51111.00000	Expense	SALARY VACANCY SAVINGS		-	4,500	4,500
01-108-52640.00000	Expense	SPECIAL EVENTS		-	20,000	20,000
01-108-53320.00000	Expense	OPERATING SUPPLIES		1,000	6,000	7,000
01-108-55140.00000	Expense	OTHER EQUIPMENT		-	115,128	115,128
01-201-51111.00000	Expense	SALARY VACANCY SAVINGS		-	(49,500)	(49,500)
01-301-52531.00000	Expense	OUTSIDE PROFESSIONALS		2,500	20,000	22,500
01-302-51130.00000	Expense	PART-TIME WAGES		6,600	6,800	13,400
01-302-51220.00000	Expense	SOCIAL SECURITY		3,860	700	4,560
01-302-53341.00000	Expense	CREDIT CARD FEES		1,703	5,000	6,703
01-40100.00000	Revenue	CITY SALES TAX		6,710,123	950,000	7,660,123
01-402-51111.00000	Expense	SALARY VACANCY SAVINGS		-	(30,000)	(30,000)
01-402-52550.00000	Expense	DAMAGE CLAIMS		-	1,000	1,000
01-402-54251.00000	Expense	BRIDGE MAINTENANCE		20,000	(5,985)	14,015
01-402-55140.00000	Expense	OTHER EQUIPMENT		38,000	5,985	43,985
01-42010.00000	Revenue	MUNICIPAL COURT FINES		66,500	60,000	126,500
01-43500.00000	Revenue	GRANTS		3,000	184,732	187,732
01-45200.00000	Revenue	INSURANCE PROCEEDS		-	95,215	95,215
01-45420.00000	Revenue	DONATIONS & CONTRIBUTIONS		-	49,662	49,662
01-45602.00000	Revenue	LOAN PROCEEDS		-	3,088,858	3,088,858
01-501-51111.00000	Expense	SALARY VACANCY SAVINGS		-	(65,000)	(65,000)
01-501-55120.00000	Expense	MACHINERY & EQUIPMENT		53,856	117,356	171,212
01-501-55270.03250	Expense	PARKLAND DEDICATION IMPROVEMEN		152,978	96,264	249,242
01-501-57550.00000	Expense	LEASE INTEREST		2,876	2,099	4,975
01-501-57600.00000	Expense	LEASE PRINCIPAL		17,025	30,040	47,065
01-504-53130.00000	Expense	BOOKS & EDUCATIONAL MATERIAL		18,000	(3,571)	14,429
01-504-55200.00000	Expense	BUILDING IMPROVEMENTS		13,422	3,571	16,993
01-506-55200.00000	Expense	BUILDING IMPROVEMENTS		24,438	1,200,000	1,224,438
01-507-54253.00000	Expense	SWIMMING POOL MAINTENANCE		35,000	280,981	315,981
01-601-51111.00000	Expense	SALARY VACANCY SAVINGS		(200,000)	330,000	130,000
01-601-51120.00000	Expense	OVERTIME		267,118	84,512	351,630
01-601-52550.00000	Expense	DAMAGE CLAIMS		-	81,127	81,127
01-601-52590.00000	Expense	DEPLOYMENT COSTS		-	15,000	15,000
01-601-53160.00000	Expense	WEARING APPAREL		37,195	11,828	49,023
01-601-54110.00000	Expense	VEHICLE MAINTENANCE		30,000	17,000	47,000
01-601-55111.00000	Expense	VEHICLES-EMS		36,260	265,129	301,389
01-601-55140.00000	Expense	OTHER EQUIPMENT		66,878	424,026	490,904
01-601-57551.00000	Expense	DEBT INTEREST		-	13,204	13,204
01-601-57601.00000	Expense	DEBT PRINCIPAL		-	78,318	78,318
01-701-51111.00000	Expense	SALARY VACANCY SAVINGS		(218,652)	(125,000)	(343,652)
01-701-52311.00000	Expense	RENTAL		39,216	12,500	51,716
01-701-52550.00000	Expense	DAMAGE CLAIMS		-	13,088	13,088
01-701-53230.00000	Expense	GAS & OIL		45,000	45,000	90,000
01-701-54110.00000	Expense	VEHICLE MAINTENANCE		25,000	10,000	35,000
01-701-55110.00000	Expense	VEHICLE		169,000	145,923	314,923
01-701-55140.00000	Expense	OTHER EQUIPMENT		250,000	1,763,981	2,013,981
01-701-57551.00000	Expense	DEBT INTEREST		-	24,931	24,931
01-701-57601.00000	Expense	DEBT PRINCIPAL		-	253,021	253,021
01-801-51111.00000	Expense	SALARY VACANCY SAVINGS		-	(65,000)	(65,000)
01-900-59004.00000	Expense	TRANSFER OUT TO AIRPORT FUND		-	120,000	120,000
02-000-55276.20220	Expense	WATER & SEWER LINE IMPROVEMENT		-	7,094,700	7,094,700
02-000-55277.00000	Expense	OVERSIZED PARTICIPATION		-	53,790	53,790
02-001-51111.00000	Expense	SALARY VACANCY SAVINGS		-	70,000	70,000
02-001-52510.00000	Expense	UTILITIES		195,000	125,000	320,000
02-001-55235.00000	Expense	WELLS		547,100	7,893,000	8,440,100
02-002-51111.00000	Expense	SALARY VACANCY SAVINGS		-	(70,000)	(70,000)
02-002-53230.00000	Expense	GAS & OIL		12,500	11,000	23,500



City of Stephenville

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT04684 - Budget Adjustments FY 21-22

Account Number	Acct Type	Account Name	Description	Adjustment Date: 9/6/22		
				Current	Adjustment	Proposed
02-002-54235.00000	Expense	WATER FACILITY MAINTENANCE		170,000	100,000	270,000
02-002-55281.00000	Expense	WATER TANKS		220,975	3,797,062	4,018,037
02-011-55270.20180	Expense	SEWER LINE REPLACEMENT		13,427,125	5,025,550	18,452,675
02-012-54241.00000	Expense	SEWER FACILITY MAINTENANCE		75,000	20,000	95,000
02-020-53341.00000	Expense	CREDIT CARD CHARGES		26,112	60,000	86,112
02-43500.20210	Revenue	GRANTS/ARPA		-	2,632,354	2,632,354
02-44510.00000	Revenue	WATER SALES		4,978,976	497,898	5,476,874
02-44520.00000	Revenue	WASTEWATER CHARGES		3,612,944	554,366	4,167,310
02-45600.00000	Revenue	BOND PROCEEDS		-	18,855,000	18,855,000
02-45603.00000	Revenue	BOND PREMIUM		-	1,576,498	1,576,498
02-901-56110.00000	Expense	ISSUE COSTS		-	418,248	418,248
02-901-59101.00000	Expense	WATER FRANCHISE TAX-TO GENERAL		618,157	112,000	730,157
03-030-53230.00000	Expense	GAS & OIL		45,000	45,000	90,000
03-030-54120.00000	Expense	MACHINERY MAINTENANCE		70,000	41,000	111,000
03-44710.00000	Revenue	LANDFILL GATE FEES		960,000	233,000	1,193,000
04-49000.00000	Revenue	TRANSFER FROM OTHER FUNDS		-	120,000	120,000
05-050-52531.00000	Expense	OUTSIDE PROFESSIONALS		78,700	450,000	528,700
05-050-52531.20180	Expense	CDBG GLO GRANT		841,612	(799,192)	42,420
05-050-55250.00000	Expense	DAMAGE CLAIMS		-	70,000	70,000
05-050-56110.00000	Expense	ISSUE COSTS		-	84,272	84,272
05-050-57300.00000	Expense	BOND INTEREST		173,372	26,539	199,911
05-050-57500.00000	Expense	BOND PRINCIPAL		330,000	3,095,000	3,425,000
05-050-59020.00000	Expense	TRANSFER TO TIF FUND		65,431	(65,431)	-
05-43500.00000	Revenue	GRANTS		828,873	337,500	1,166,373
05-44500.00000	Revenue	STORM WATER DRAINAGE FEE		860,984	95,000	955,984
05-45600.00000	Revenue	BOND PROCEEDS		-	2,825,000	2,825,000
05-45603.00000	Revenue	BOND PREMIUM		-	385,875	385,875
10-402-55250.20200	Expense	STREETS - 2020 BONDS		8,500,000	1,514,848	10,014,848
10-43060.00000	Revenue	TARLETON REIMBURSEMENT		-	1,400,000	1,400,000
10-45600.00000	Revenue	BOND PROCEEDS		-	1,885,000	1,885,000
10-45603.00000	Revenue	BOND PREMIUM		-	157,834	157,834
10-501-55272.00000	Expense	PARK IMPROVEMENTS		-	2,001,020	2,001,020
10-501-56110.00000	Expense	ISSUE COSTS		-	41,814	41,814
20-40100.00001	Revenue	TIF 1 SALES TAX		10,000	65,431	75,431
20-49005.00000	Revenue	TRANSFER FROM STORM DRAINAGE		65,431	(65,431)	-
				(8,613,478)	(755,061)	(9,368,539)

Fund Summary

Fund	Current	Adjustment	Proposed
01	5,465,398	(1,095,166)	4,370,232
02	(6,700,049)	(594,234)	(7,294,283)
03	845,000	147,000	992,000
04	-	120,000	120,000
05	200,742	782,187	982,929
10	(8,500,000)	(114,848)	(8,614,848)
20	75,431	-	75,431
	(8,613,478)	(755,061)	(9,368,539)



STAFF REPORT

SUBJECT: Case No.: RZ2022-015

Applicant Kellie Welch is requesting a rezone of property located at 689 Race, Parcel R32534, being BLOCK 1; LOT 1A of MILLICAN & OTT ADDITION to the City of Stephenville, Erath County, Texas from Single Family Residential District (R-1) to Integrated Housing (R-2.5).

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

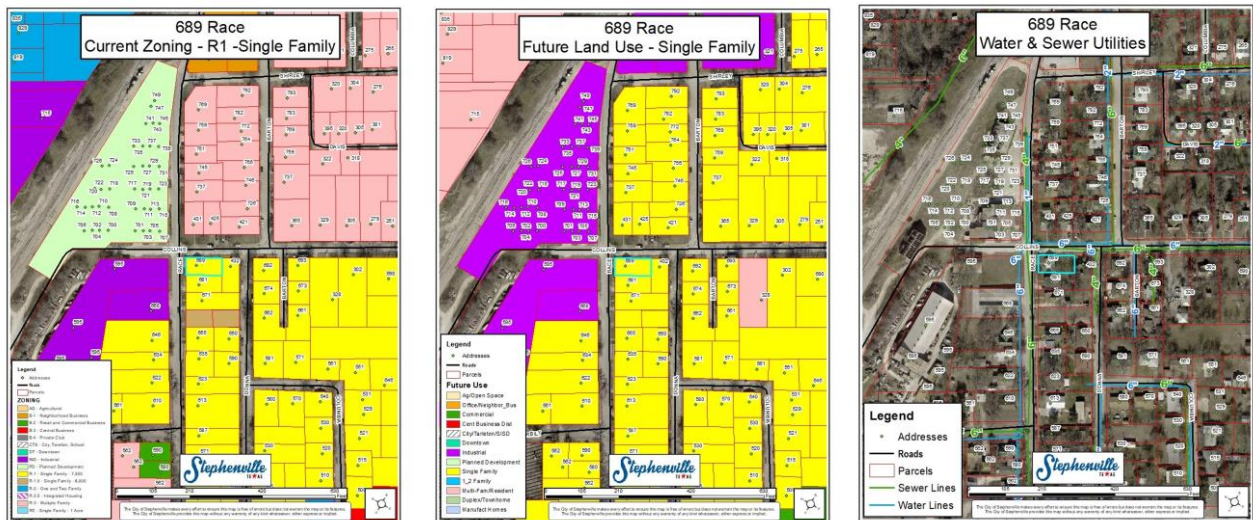
RECOMMENDATION:

The Planning and Zoning Commission convened on August 17, 2022, and by a unanimous vote, recommended the City Council approve the rezoning request.

BACKGROUND:

Future land use for this parcel is single family; however, current lot dimensions (approximately 50x105) do not meet the minimum lot dimensions required for R-1 zoning (75x100). The intended project will include the removal/demolition of an existing structure and construction of a duplex style home.

PROPERTY PROFILE:



Sec. 154.05.8 Integrated housing district (R-2.5).

5.8.A Description. This integrated residential housing district provides for medium-density city neighborhood development. The primary land use allows for single-family dwellings, two-to-four family dwelling units, patio homes, condominiums and townhomes. Generally, this district is for developments resulting in individually platted homes or dwelling units and generally, owner occupied. 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. The Integrated Housing District will be applicable to for all Residential Districts, B-1 Neighborhood Business District (B-1), Central Business District (B-3), and Downtown District (DT).

5.8.B Permitted Uses.

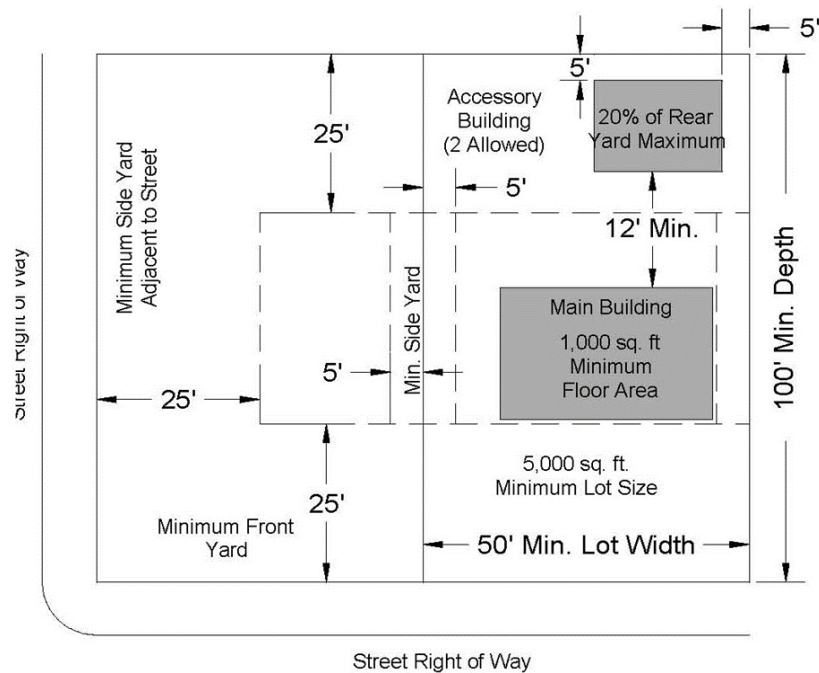
1. Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing, 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. Townhouse dwellings, with each family limited as in division (1) above;
4. Condominium dwellings, with each family limited as in division (1) above;

5.8.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.

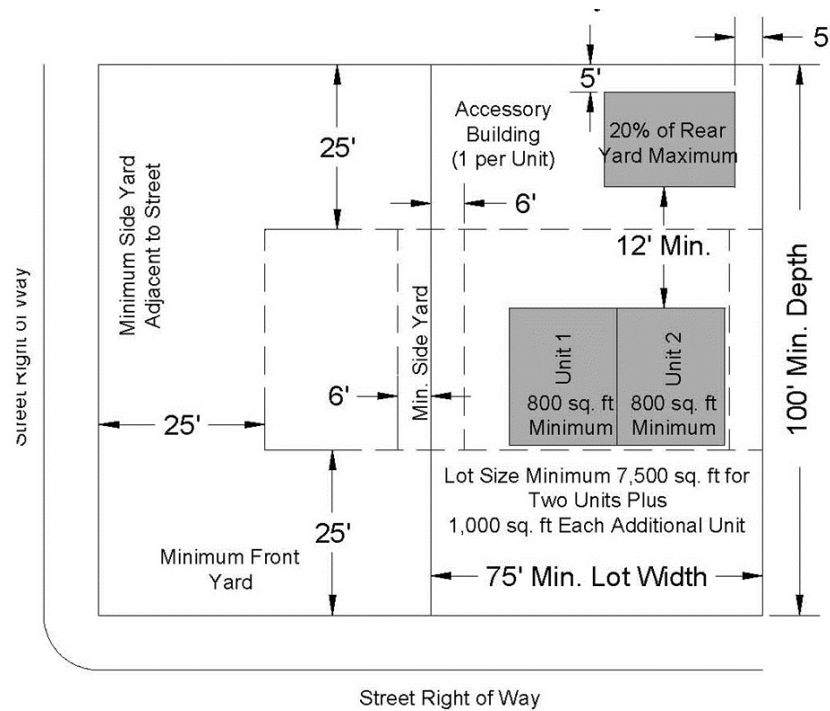
5.8.D Height, Area, Yard and Lot Coverage Requirements.

- A. Single family dwelling.
 1. Minimum lot area: 3,000 ft².
 2. Minimum lot width and lot frontage: 50 feet.
 3. Minimum lot depth: 60 feet.
 4. Minimum depth of front setback: 15 feet.
 5. Minimum depth of rear setback: 15 feet.
 6. Minimum width of side setback:
 - a. Internal lot: five feet.
 - b. Corner lot: 15 feet from intersecting side street.
 7. Building size:
 - a. Maximum coverage as a percentage of lot area: 40%.
 - b. Single family dwelling: 1,000 ft².
 8. Accessory buildings:
 - a. Maximum accessory buildings coverage of rear yard: 20%.
 - b. Maximum number of accessory buildings: one.
 - c. Minimum depth of side setback: five feet.
 - d. Minimum depth of rear setback: five feet.
 - e. Minimum depth from the edge of the main building: 12 feet.
 9. Maximum height of structures: 35 feet.
 10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



B. Two-to-four family.

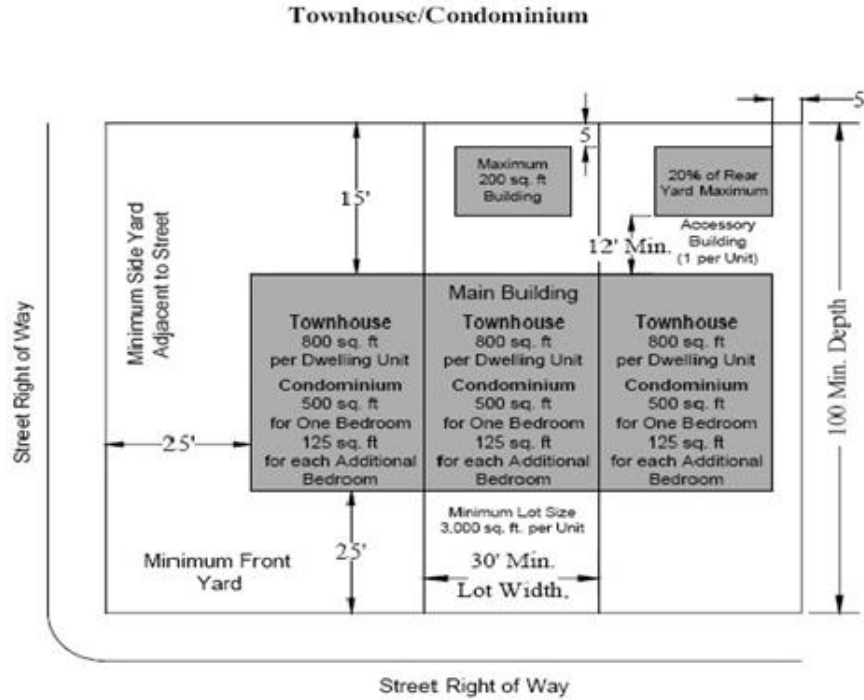
1. Minimum lot area: 7,500 ft² for two dwelling units, plus 1,000 ft² for each additional dwelling unit.
2. Minimum lot width and lot frontage: 75 feet.
3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: six feet.
 - b. Corner lot: 15 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 ft².
8. Accessory buildings:
 - a. Maximum accessory building coverage of rear yard: 20%.
 - b. Maximum area of each accessory building: 200 ft².
 - c. Maximum number of accessory buildings: one per unit.
 - d. Minimum depth of side setback: five feet.
 - e. Minimum depth of rear setback: five feet.
 - f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



C. Townhouse/Condominium.

1. Minimum lot area: 3,000 ft² per unit.
2. Minimum average lot width and lot frontage: 30 feet.
3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: five feet.
 - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
 - a. Maximum building coverage as a percentage of lot area: 40%
 - b. Minimum area of each Townhouse dwelling unit: 800 ft².
 - c. Minimum area of each Condominium of each dwelling unit: 500 ft² for one bedroom or less, plus 125 ft² of floor area for each additional bedroom.
8. Accessory buildings:
 - a. Maximum accessory building coverage of rear yard: 20%.
 - b. Maximum area of each accessory building: 200 ft².
 - c. Maximum number of accessory buildings: one per unit.
 - d. Minimum depth of side setback: five feet.
 - e. Minimum depth of rear setback: five feet.
 - f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.

11. Maximum density of Townhome or Condominium Housing within the R-2.5 District shall not exceed 14 units per acres with each unit platted separately.
12. Deviations from the required standards within the R-2.5 district will be subject to site plan review by the Planning and Zoning Commission and subsequent approval by City Council. Site plans should include renderings with elevations, a finish schedule and incorporate architectural designs that complement the existing structures of the area of integration.



5.8.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.

(Ord. No. 2021-O-28 , § 1, passed 9-7-2021)

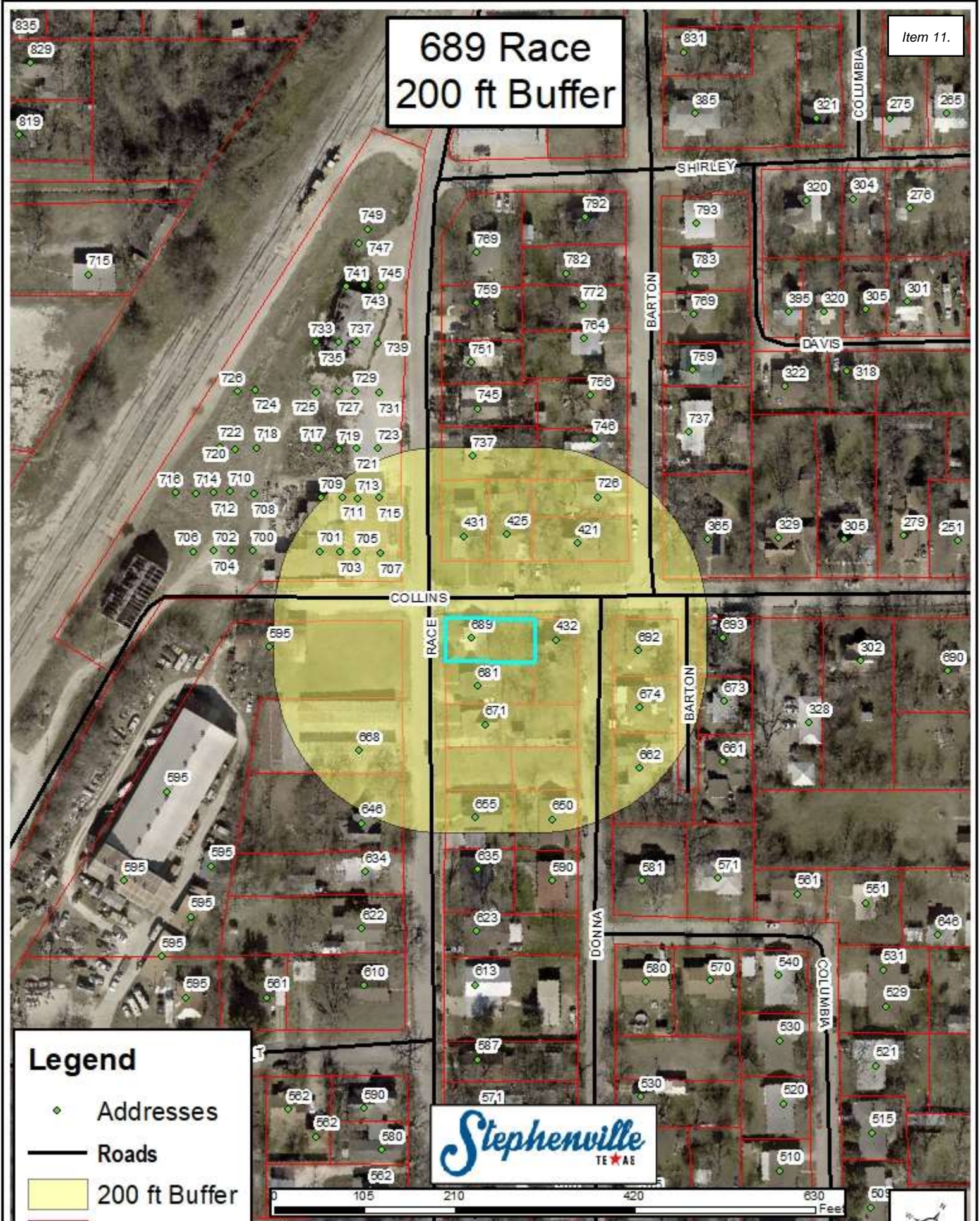
FACTORS TO CONSIDER:

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

ALTERNATIVES:

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

689 Race 200 ft Buffer



Legend

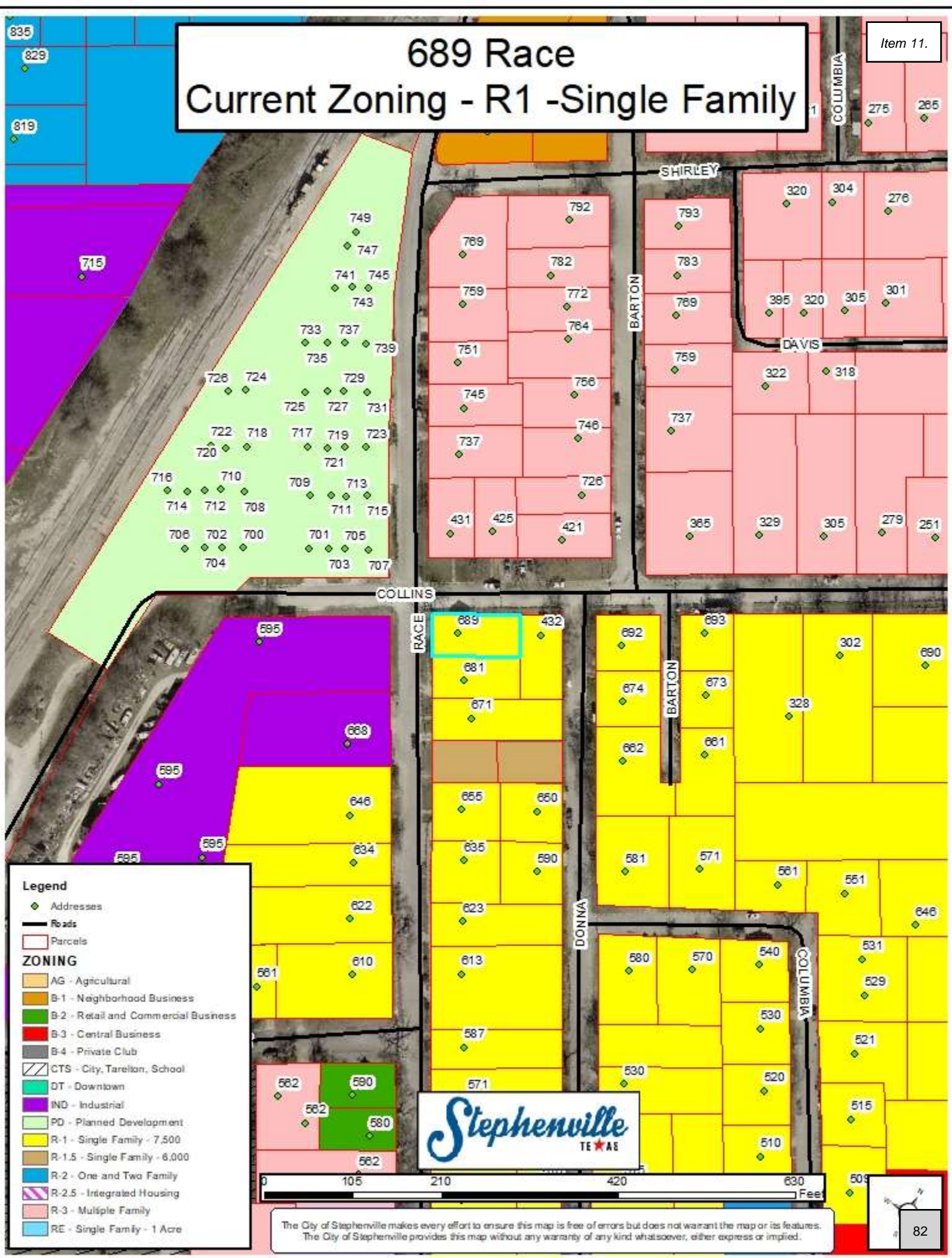
- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



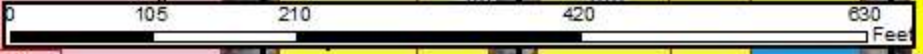
The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either express or implied.

689 Race Current Zoning - R1 -Single Family

Item 11.



- 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, Tarellton, 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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689 Race Future Land Use - Single Family

Item 11.



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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689 Race Water & Sewer Utilities

Item 11.



Legend

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



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689 Race Address List

Item 11.

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000033232	746 BARTON	AGUILAR ISIDRO ARMANDO & EVERADO	746 N BARTON ST	STEPHENVILLE	TX	76401
R000034651	673 BARTON	ALBRECHT DAVID L & ELIZABETH	184 COPPER RIDGE DR	LA VERNIA	TX	78121
R000032552	662 BARTON	ARNOLD FAMILY REVOCABLE LIVING TRUST	1744 MAMBRINO HWY	GRANBURY	TX	76048
R000033226	421 W COLLINS	COLTON CARVER & JORDAN A	421 W COLLINS	STEPHENVILLE	TX	76401
R000033237	525 W COLLINS	COWTOWN PROPERTIES LLC	3745 BELLAIRE DR SOUTH	FORT WORTH	TX	76109
R000033240	668 RACE	HARRIS DALE & DEBBY	102 WILLOW LANE	STEPHENVILLE	TX	76401
R000033229	431 COLLINS	KEELER GORDON WAYNE	2111 4TH ST	BROWNWOOD	TX	76801-4847
R000033239	595 W VANDERBILT	LEE MARCHELLE	695 PRAIRIE WIND BLVD	STEPHENVILLE	TX	76401
R000032541	655 RACE	MASCORRO DIANA	1090 RACE	STEPHENVILLE	TX	76401
R000033218	365 W COLLINS	MOOSE WALTER JEROME & SHAYLA RENAE	365 W COLLINS ST	STEPHENVILLE	TX	76401
R000034649	674 N BARTON	NELSON BESSIE	674 N BARTON	STEPHENVILLE	TX	76401
R000034650	693 N BARTON	NEWSOME SETH & ASHLEY NICOLE CAMBANIS	693 N BARTON	STEPHENVILLE	TX	76401
R000033233	737 RACE	ROETZEL'S RESTORATIONS LLC	1800 NUTT GROVE CT	GRANBURY	TX	76049
R000033241	646 N RACE	ROMILLY JORDAN & LAUREN ROMILLY	646 N RACE ST	STEPHENVILLE	TX	76401
R000034648	692 BARTON	SEETON PROPERTIES LLC	PO BOX 1941	MANSFIELD	TX	76063
R000032536	432 COLLINS	SEETON PROPERTIES LLC	1204 BROOK ARBOR DR	MANSFIELD	TX	76063
R000032535	681 N RACE	STARRX PROPERTIES LLC	1755 BIG VALLEY CIR	LIPAN	TX	76462
R000033225	726 BARTON	STE MARIE JASON & SARAH	846 SUN DOWN	STEPHENVILLE	TX	76401-4643
R000032539	660 DONNA AVE	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000032540	650 DONNA	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000077632	0 RACE AVE	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000032538	671 N RACE	TEVIS ROBERT AND APRIL TEVIS	2715 CR 299	DUBLIN	TX	76446
R000033228	425 W COLLINS	TUGGLE TYLER	425 W COLLINS STREET	STEPHENVILLE	TX	76401
R000032534	689 RACE	WELCH KELLIE AND CRAIG WELCH & LISA WELCH	1250 CR273	STEPHENVILLE	TX	76401

ORDINANCE NO. 2022-O-XX

AN ORDINANCE REZONING THE LAND DESCRIBED FROM THE ZONING SINGLE FAMILY RESIDENTIAL DISTRICT (R-1) TO INTEGRATED HOUSING DISTRICT (R-2.5)

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

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

Being Block 1, Lot 1A of the Millican & Ott Addition to the City of Stephenville, Erath County, Texas, located at 689 Race, and identified as Parcel No. R32534 in the Erath County Appraisal District Records

is hereby rezoned and the zoning classification changed from the classification of Single Family District (R-1) to Integrated Housing District (R-2.5), in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 6th day of September, 2022.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary

Reviewed by Jason M. King,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality



STAFF REPORT

SUBJECT: Discussion of Permitted Uses within the Industrial Zoning District

DEPARTMENT: Development Services

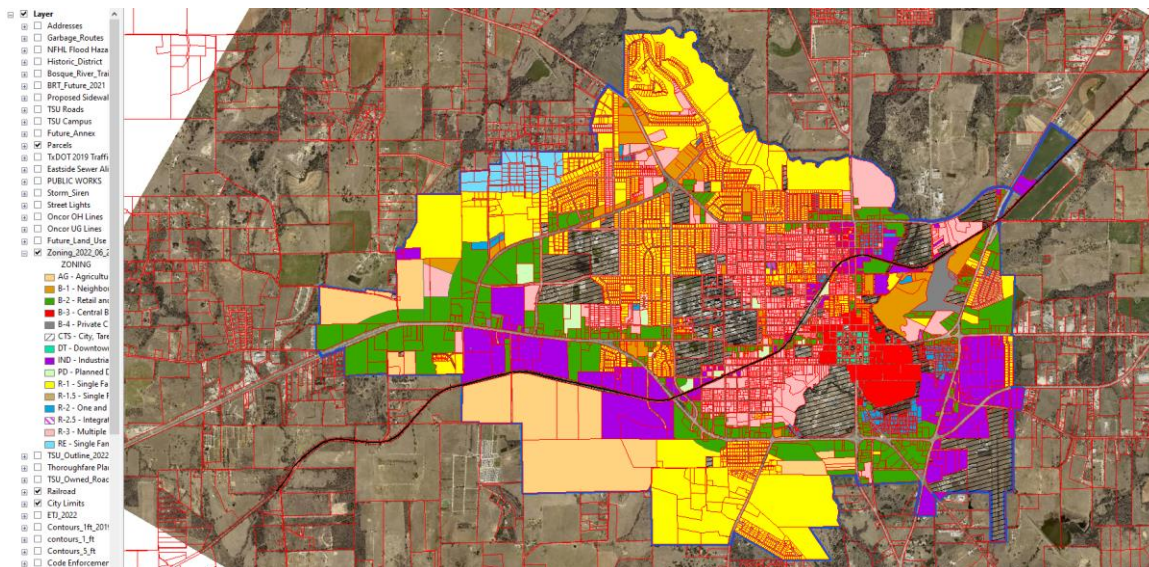
STAFF CONTACT: Steve Killen

BACKGROUND:

In July, 2021, the Committee and City Council reviewed the zoning ordinance in relation to alcohol sales as a permitted use within the zoning districts. Subsequent actions lead to an ordinance revision that authorized the “sale of alcohol as licensed by the Texas Alcoholic Beverage Commission” within the B-2, B-3 and Downtown districts.

Since that time, existing and incoming businesses, along with new developments within the Industrial District, have expressed interest for similar rights. In response, the Development Services Committee convened on July 19, 2022, and requested the Planning and Zoning Commission hold a Public Hearing and forward a recommendation to City Council in regards to alcohol sales within the Industrial District. On August 17, 2022, The Planning and Zoning Commission held a public hearing. No public comment was received. The Commission voted to deny the proposed revisions by a vote of 4/3. No further action was taken by the Commission.

A map of the City Zoning Districts is pasted below for reference.



ALTERNATIVES:

- 1) Accept the recommendation from the Planning and Zoning Commission.
- 2) Overturn the Planning and Zoning Commission and approve the proposed revisions to the Industrial District.
- 3) Reassign the task to the Planning and Zoning Commission.

Sec. 154.06.6. Industrial district (I).

6.6.A Description. The Industrial District is intended to serve as the location for general industrial activities.

6.6.B Permitted Uses.

- (1) Airport, heliport or landing field;
- (2) Animal grooming;
- (3) Athletic field;
- (4) Auto paint and body shop/repair;
- (5) Auto parking lot or building (commercial);
- (6) Auto parts sales;
- (7) Auto repair/mechanic garage;
- (8) Auto sales;
- (9) Auto storage;
- (10) Auto wrecking or salvage yard;
- (11) Automobile rental;
- (12) Automobile service station and car care center;
- (13) Bail bond service;
- (14) Bakery—Wholesale and distribution;
- (15) Banks or other financial institutions;
- (16) Boat sales;
- (17) Bottling works (wholesale);
- (18) Building material sales;
- (19) Bulk grain/feed storage;
- (20) Cabinet and upholstering shop;
- (21) Car wash;
- (22) Chemical supply;
- (23) Civic/community center;
- (24) College or university;
- (25) Commercial amusement (indoor and outdoor);
- (26) Concrete or asphalt batching plant;
- (27) Convenience store (with pumps); including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (28) Convenience/grocery store (without pumps); including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (29) Construction equipment rental and sales;
- (30) Construction yard (temporary);

- (31) Contractor shop and storage yard;
- (32) Feed, seed and fertilizer store—no bulk storage;
- (33) Feed store;
- (34) Field office (temporary);
- (35) Flea market;
- (36) Frozen foods locker;
- (37) Health club, weight and aerobic center;
- (38) Heavy machinery sales and storage;
- (39) Heavy manufacturing or industrial;
- (40) Home improvement center;
- (41) Hotels and motels; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (42) Industrial manufacturing/fabrication/assembly (closed);
- (43) Industrial manufacturing/fabrication/assembly (outside storage);
- (44) Kennel;
- (45) Kiosk;
- (46) Laboratory (medical);
- (47) Landscaping service;
- (48) Laundry plant;
- (49) Lawn equipment and small engine sales and services;
- (50) Light manufacturing or industrial;
- (51) Machine shop;
- (52) Micro brewery; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (53) Mini storage/warehouses;
- (54) Mobile homes/manufactured home parks;
- (55) Mobile home display and sales;
- (56) Moving company;
- (57) Newspaper printing;
- (58) Office—professional and general administration;
- (59) Overnight delivery and service center;
- (60) Package Store; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (61) Pawn shop;
- (62) Plumbing shop;

-
- (63) Portable building sales;
 - (64) Printing;
 - (65) Produce stand;
 - (66) Propane sales (filling stations);
 - (67) Radio, television, microwave or electric generating tower;
 - (68) Recreational vehicle sales;
 - (69) Railroad or bus passenger station;
 - (70) Recycling collection center;
 - (71) Recycling kiosk;
 - (72) Research lab (non-hazardous);
 - (73) Restaurant (drive-in type); including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
 - (74) Restaurant or cafeteria—without drive-in service; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
 - (75) Restaurant with alcoholic beverage service. including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
 - (76) Roofing and siding supply;
 - (77) Sand/gravel/caliche/stone sales (storage);
 - (78) Shopping center; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
 - (79) Sign manufacturing;
 - (80) Stone/clay/glass manufacture;
 - (81) Storage or repair of furniture and appliance (inside);
 - (82) Studio for radio and television;
 - (83) Tattoo parlor/body piercing studio;
 - (84) Taxidermy;
 - (85) Tobacco shop;
 - (86) Trade or commercial schools;
 - (87) Tire retreading;
 - (88) Tool equipment rental shop;
 - (89) Trailer rental/sales;
 - (90) Truck stop;
 - (91) Veterinary clinic or hospital;
 - (92) Veterinary services;
 - (93) Warehouse, wholesale (enclosed and outside storage);

- (94) Welding shop;
- (95) Wholesale distribution centers;
- (96) Wholesale production and distribution of ice (mfg. by machine only); and
- (97) Wrecking yard.

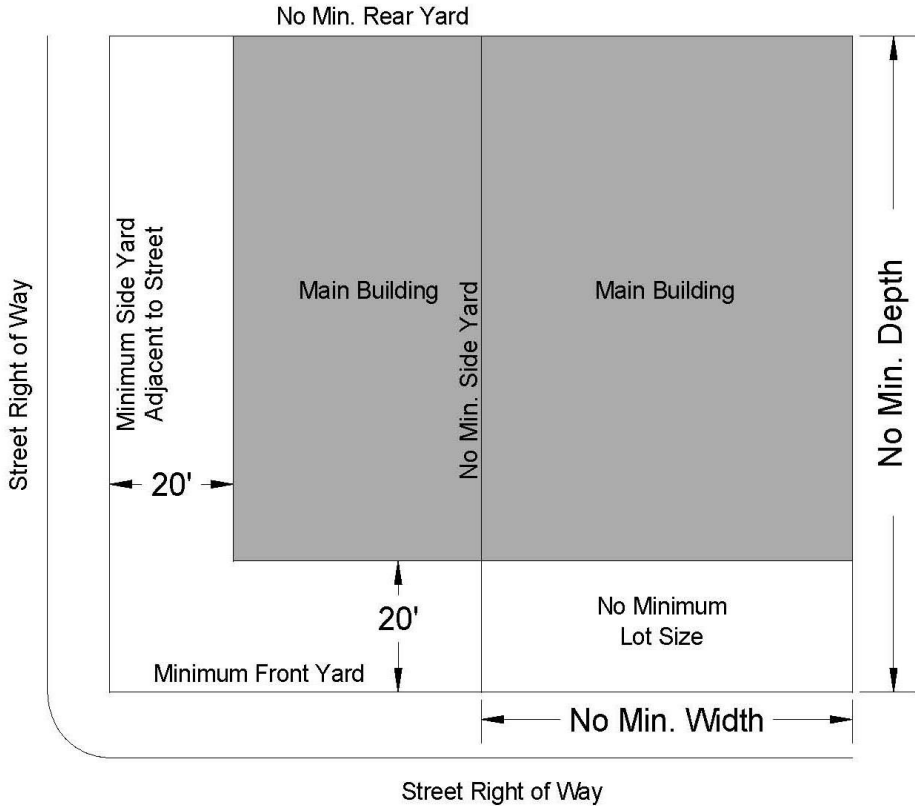
6.6.C Conditional Uses (Special Use Permit required).

- (1) Day care center—12 or more children; and
- (2) Sexually oriented business.
- (3) Citizen collection station.
- (4) Permitted uses not specifically designated for alcohol sales when licensed for the sale of alcohol by the Texas Alcoholic Beverage Commission.

6.6.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 minimum.
- (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 minimum.
- (8) Building size: There are no minimum size regulations
- (9) Maximum height of structures: No building shall exceed 75 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.

Height, Area, Yard and Lot Coverage Requirements



Note: All uses, no rear or side yard except when the lot abuts upon a Residential District, then the minimum set back for the rear yard is ten feet and side yard is five feet.

6.6.E Parking Regulations. All uses permitted in the I District: See Section 11 for Parking Regulations.

6.6.F Sign Regulation. See Section 12 for Sign Regulations.

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

6.6.H Garbage Regulations. Industrial 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 6.6.I.

6.6.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; Am. Ord. 2009-23, passed 12-1-2009; Am. Ord. 2018-O-32 , § 2, passed 8-28-2018; Ord. No. 2021-O-17 , §§ 1, 5, passed 6-1-2021)

ORDINANCE NO. 2022-O-XX

AN ORDINANCE OF THE CITY OF STEPHENVILLE, TEXAS AMENDING SECTIONS 154.06.6 OF THE CODE OF ORDINANCES TO ADD THE PERMITTED USE OF THE SALE OF ALCOHOL, AS LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION, TO AN ADDITIONAL NAMED ZONING DISTRICT, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to promote the general advantage to local businesses by allowing alcohol sales to appropriate districts; and

WHEREAS, the City Council has determined that the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission, shall be authorized in certain permitted uses of the Industrial Zoning District (I) and for any permitted use within the Industrial Zoning District (I) when a Conditional Use permit is granted.

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

SECTION 1.

The following Sections of the Code of Ordinances are hereby revised as follows”:

Sec. 154.06.6. Industrial district (I).

6.6.A Description. The Industrial District is intended to serve as the location for general industrial activities.

6.6.B Permitted Uses.

- (1) Airport, heliport or landing field;
- (2) Animal grooming;
- (3) Athletic field;
- (4) Auto paint and body shop/repair;
- (5) Auto parking lot or building (commercial);
- (6) Auto parts sales;
- (7) Auto repair/mechanic garage;
- (8) Auto sales;
- (9) Auto storage;
- (10) Auto wrecking or salvage yard;
- (11) Automobile rental;
- (12) Automobile service station and car care center;
- (13) Bail bond service;
- (14) Bakery—Wholesale and distribution;
- (15) Banks or other financial institutions;
- (16) Boat sales;
- (17) Bottling works (wholesale);
- (18) Building material sales;
- (19) Bulk grain/feed storage;
- (20) Cabinet and upholstering shop;

- (21) Car wash;
- (22) Chemical supply;
- (23) Civic/community center;
- (24) College or university;
- (25) Commercial amusement (indoor and outdoor);
- (26) Concrete or asphalt batching plant;
- (27) Convenience store (with pumps); including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (28) Convenience/grocery store (without pumps); including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (29) Construction equipment rental and sales;
- (30) Construction yard (temporary);
- (31) Contractor shop and storage yard;
- (32) Feed, seed and fertilizer store—no bulk storage;
- (33) Feed store;
- (34) Field office (temporary);
- (35) Flea market;
- (36) Frozen foods locker;
- (37) Health club, weight and aerobic center;
- (38) Heavy machinery sales and storage;
- (39) Heavy manufacturing or industrial;
- (40) Home improvement center;
- (41) Hotels and motels; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (42) Industrial manufacturing/fabrication/assembly (closed);
- (43) Industrial manufacturing/fabrication/assembly (outside storage);
- (44) Kennel;
- (45) Kiosk;
- (46) Laboratory (medical);
- (47) Landscaping service;
- (48) Laundry plant;
- (49) Lawn equipment and small engine sales and services;
- (50) Light manufacturing or industrial;
- (51) Machine shop;
- (52) Micro brewery; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (53) Mini storage/warehouses;
- (54) Mobile homes/manufactured home parks;
- (55) Mobile home display and sales;

- (56) Moving company;
- (57) Newspaper printing;
- (58) Office—professional and general administration;
- (59) Overnight delivery and service center;
- (60) Package Store; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (61) Pawn shop;
- (62) Plumbing shop;
- (63) Portable building sales;
- (64) Printing;
- (65) Produce stand;
- (66) Propane sales (filling stations);
- (67) Radio, television, microwave or electric generating tower;
- (68) Recreational vehicle sales;
- (69) Railroad or bus passenger station;
- (70) Recycling collection center;
- (71) Recycling kiosk;
- (72) Research lab (non-hazardous);
- (73) Restaurant (drive-in type); including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (74) Restaurant or cafeteria—without drive-in service; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (75) Restaurant with alcoholic beverage service. including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (76) Roofing and siding supply;
- (77) Sand/gravel/caliche/stone sales (storage);
- (78) Shopping center; including Sale of Alcohol of the sale of alcohol, as licensed by the Texas Alcoholic Beverage Commission;
- (79) Sign manufacturing;
- (80) Stone/clay/glass manufacture;
- (81) Storage or repair of furniture and appliance (inside);
- (82) Studio for radio and television;
- (83) Tattoo parlor/body piercing studio;
- (84) Taxidermy;
- (85) Tobacco shop;
- (86) Trade or commercial schools;
- (87) Tire retreading;
- (88) Tool equipment rental shop;
- (89) Trailer rental/sales;
- (90) Truck stop;

- (91) Veterinary clinic or hospital;
- (92) Veterinary services;
- (93) Warehouse, wholesale (enclosed and outside storage);
- (94) Welding shop;
- (95) Wholesale distribution centers;
- (96) Wholesale production and distribution of ice (mfg. by machine only); and
- (97) Wrecking yard.

6.6.C Conditional Uses (Special Use Permit required).

- (1) Day care center—12 or more children; and
- (2) Sexually oriented business.
- (3) Citizen collection station.
- (4) Permitted uses not specifically designated for alcohol sales when licensed for the sale of alcohol by the Texas Alcoholic Beverage Commission.

SECTION 2.

This ordinance shall be effective upon passage.

PASSED AND APPROVED this the _____ day of _____, 2022.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary

Reviewed by Jason M. King,
Interim City Manager

Randy Thomas, City Attorney
Approved as to form and legality



COMMITTEE REPORT

REPORT TYPE: Tourism and Visitors Bureau Committee

MEETING: Tuesday, August 16, 2022

Present: LeAnn Durfey, Chair; Bob Newby, Gerald Cook

Absent: None

DEPARTMENT: Tourism and Visitor's Bureau and Main Street

STAFF CONTACT: Michaela Bierman, Tourism and Visitors Bureau Manager and Julie Smith, Main Street Manager

REVIEW TOURISM & VISITOR'S BUREAU QUARTERLY REPORT

Chair Durfey, along with Michaela Bierman reviewed the quarterly report for the Tourism & Visitor's Bureau.

REVIEW MAIN STREET QUARTERLY REPORT

Main Street Manager Smith presented a power point presentation on the 2nd Quarter activities of the Main Street Project.



COMMITTEE REPORT

REPORT TYPE: Parks and Leisure Services Committee Report

MEETING: Tuesday, August 16, 2022

Present: David Baskett, Interim Chair; Justin Haschke, Bob Newby, Gerald Cook

Absent: None

DEPARTMENT: Parks and Leisure Services

STAFF CONTACT: Daron Trussell, Director of Parks and Leisure Services

CONSIDER APPROVAL OF TECHLINE SPORTS LIGHTING AS THE CONTRACTOR FOR CITY PARK LIGHT POLE AND ATHLETIC FIELD LIGHT PROJECT

Motion by Gerald Cook, second by Justin Haschke to recommend approval to City Council for the Techline lighting agreement. Motion carried with a unanimous vote of the Committee.

DISCUSS PARKS AND RECREATION MASTER PLAN UPDATE

A status update was presented to the Committee, with hopes that the Master Plan will be completed by next Spring. No action was taken.



Stephenville City Park

Fields 1 & 2 LED Retrofit Proposal

Project Name:	<u>Stephenville City Park</u>
Project City-State:	Stephenville, TX
Quote Date:	7/15/2022
Type of Field(s):	300' Baseball Field
Photometrics Per Design #:	50/30 FC Light Level / 22-5534
Warranty:	10 Year Maintenance <u>FREE</u>

Quantity	Description
6	70 Foot Mounting Height Steel Poles
2	8 Fixture Crossarms
4	9 Fixture Crossarms
52	CLIR 630w LED w/ Visor
52	Prewiring for Poles and Crossarms
1	Standard Wireless Control Hub

Project Notes:

- > Price includes all materials listed above (excluding adders & deducts).
- > Price includes delivery to jobsite.
- > Price firm for 45 days.
- > Allow 6-8 weeks for delivery.
- > Price does **NOT** include SALES or USE taxes.
- > All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.

Warranty Notes:

- > Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of **10 years** from date of shipment.
- > Seller will replace any defective material for the entire **10 year** period.
- > Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

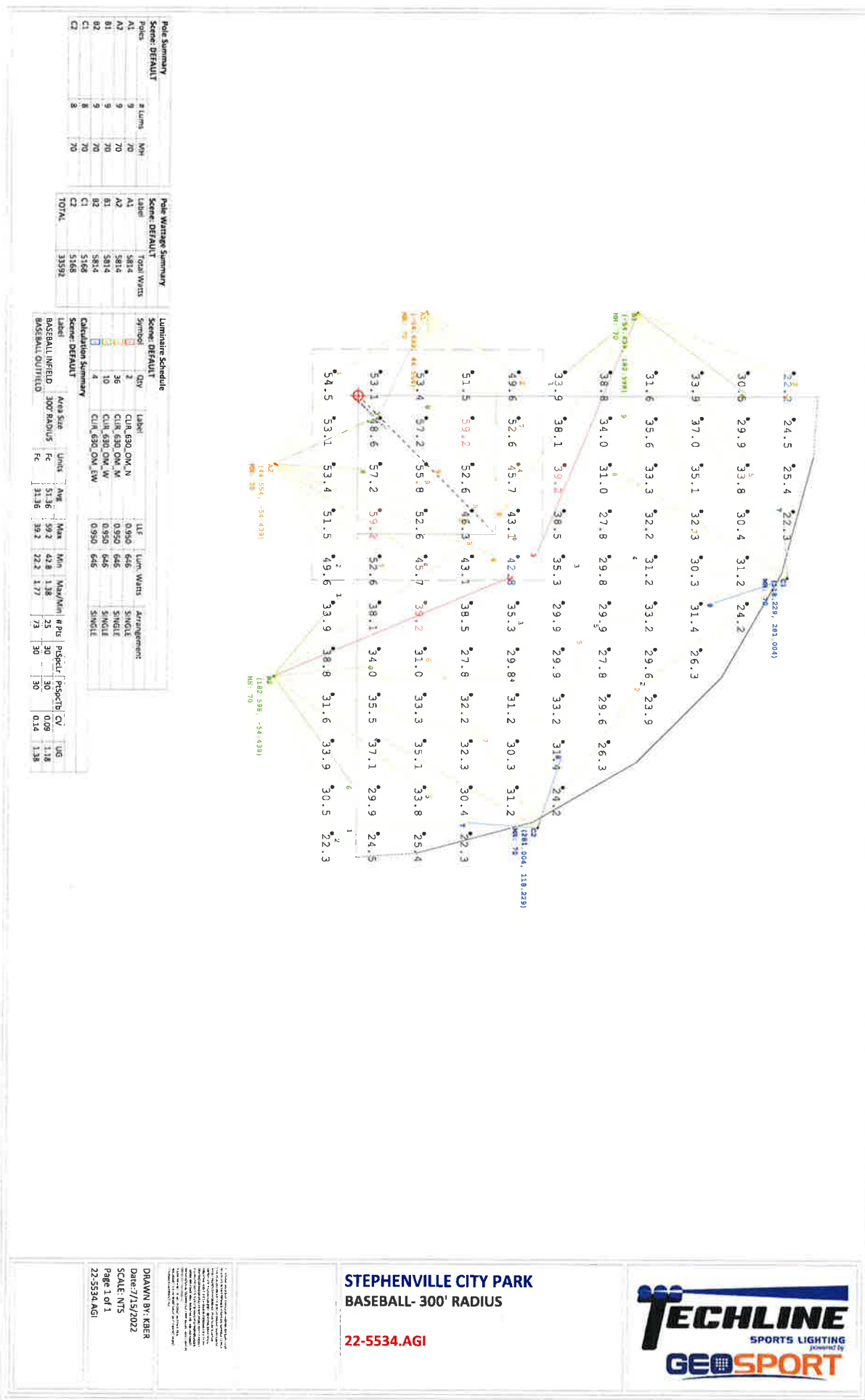
TURNKEY Installation Notes:

- > Allow 3-4 weeks for Turnkey Installation.
- > Pole locations must also be accessible with standard lift and not obstructed by fencing, buildings, etc. *(special lift & matting charges not included)*
- > Standard turnkey install foundations assume 2000psi soil conditions.
- >> *(Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification - (i.e. rebar, casing, etc.) may require additional charges.)*

INCLUDES:

- ✓ Demolition & Disposal of existing sports lighting system / fixtures.
- ✓ Installing controls (if supplied) based on 480V 3Ø service being available within 150' of field.
- ✓ Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
- ✓ All wiring to be copper type THHN.
- ✓ Auguring pole foundation holes, setting all pole stubs in holes, center/plumb/brace and backfill with 3000psi concrete
- ✓ Build out pole tops including mounting cross arm assemblies, mount & wire all fixtures in place, crane rental to set all pole tops in - place, fixture aiming, commissioning of controls, control training, and final clean up.
- ✓ All permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

Total Including Turnkey Install = \$219,000.00



Pole Summary
Scene: DEFAULT

Procs	z lum	MH
A1	9	70
A2	9	70
B1	9	70
B2	9	70
C1	8	70
C2	8	70
C3	8	70
TOTAL	33592	

Pole Warnings Summary
Scene: DEFAULT

Label	Total Warts
A1	5814
A2	5814
B1	5814
B2	5814
C1	5168
TOTAL	33592

Luminaires Schedule
Scene: DEFAULT

Label	Qty	Arrangement
CLIR_690_OV_N	2	SINGLE
CLIR_690_OV_M	36	SINGLE
CLIR_690_OV_W	10	SINGLE
CLIR_690_OV_SW	4	SINGLE

Calculation Summary
Scene: DEFAULT

Area Size	Units	Avg	Max	Min	Max/Min	#Poles	Presct'd	Presct'd CV	UG
BASEBALL INFIELD	300' RADIUS	51.36	99.2	42.8	1.38	25	30	0.09	1.18
BASEBALL OUTFIELD		31.36	39.2	22.2	1.77	73	30	0.14	1.38

STEPHENVILLE CITY PARK
BASEBALL- 300' RADIUS
22-5534.AGI



DRAWN BY: KIBER
Date: 7/15/2022
SCALE: NTS
Page 1 of 1
22-5534.AGI

Project Name:	<u>Stephenville City Park</u>
Project City-State:	Stephenville, TX
Quote Date:	7/28/2022
Type of Field(s):	<u>Fields 1&2 Retrofit</u>
Photometrics Per Design #:	50/30 FC Light Level / 22-5612
Warranty:	10 Year Warranty

Quantity	Description
64	CLIR 630w LED w/ Visor
64	Retrofit Diving Board Mounting Adapter Bracket
64	Retrofit Installation Hardware Kit (bolts, washers, wire nuts, etc...)
1	Standard Wireless Control Hub

Project Notes:

- Price includes all materials listed above (excluding adders & deducts).
- Price includes delivery to jobsite.
- Price firm for 45 days.
- Allow 6-8 weeks for delivery.
- Price does **NOT** include SALES or USE taxes.
- All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.

Warranty Notes:

- Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of **10 years** from date of shipment.
- Seller will replace any defective material for the entire **10 year** period.
- Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

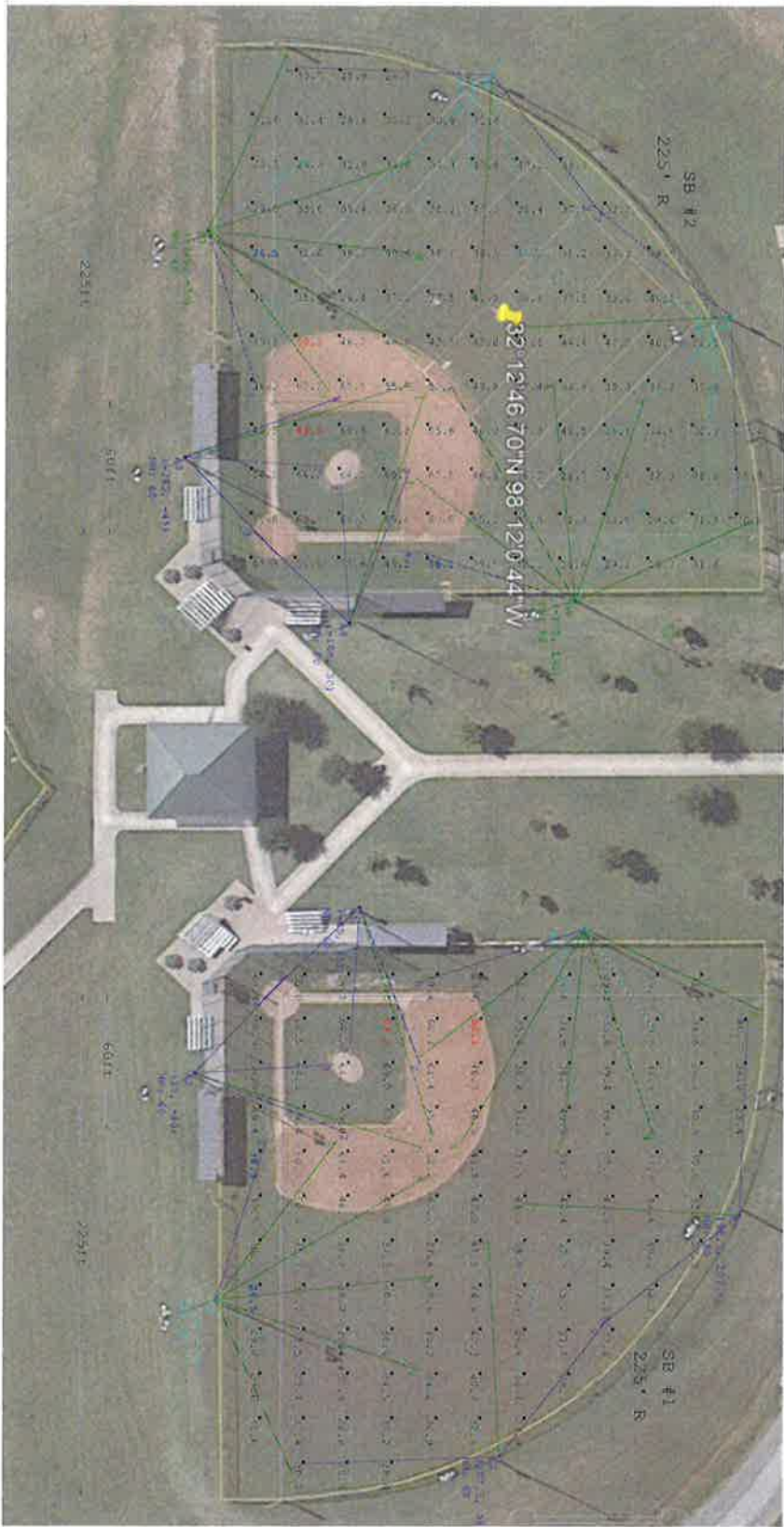
RETROFIT Installation Notes:

- Allow **2-3 weeks** for Retrofit installation.
- Price quoted assumes the integrity of all existing structure (poles, crossarms, wiring) are of sound workmanship and quality.
- Pole locations must also be accessible and not obstructed by fencing, buildings, etc.
- Minimum mounting heights of 60' or higher are recommended to minimize glare and optimize player safety according to the Illumination - Engineering Society of North America. (Basketball & Tennis courts are not applicable)

INCLUDES:

- ✓ Demolition & Disposal of existing sports lighting system / fixtures.
- ✓ Reusing / Replace main distribution panel, breakers, contactors and switching.
- ✓ Reusing / Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
- ✓ All wiring to be copper type THHN.
- ✓ Mounting all fixtures in place, fixture aiming, commissioning of controls, control training, and final clean up.
- ✓ Includes all permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

Total Including Retrofit Install = \$139,000.00



Pole Summary
Scene: DEFAULT

Poles	# Lums	WH
A1	4	60'
A2	4	60'
A3	4	60'
A4	4	60'
B1	7	60'
B2	7	60'
B3	7	60'
B4	7	60'
C1	5	60'
C2	5	60'
C3	5	60'
C4	5	60'
TOTAL	5	60'

Pole Wattage Summary
Scene: DEFAULT

Label	Total Watts
A1	3584
A2	3584
A3	3584
A4	3584
B1	4522
B2	4522
B3	4522
B4	4522
C1	3320
C2	3320
C3	3320
C4	3320
TOTAL	41344

Luminaire Schedule
Scene: DEFAULT

Symbol	Qty	Label	LF	Lum. Watts	Arrangement
[Symbol]	12	CLB 430 DM 3W	0390	666	SINGLE
[Symbol]	28	CLB 430 DM 3W	0390	666	SINGLE
[Symbol]	24	CLB 430 DM 3W	0390	666	SINGLE

Calculation Summary
Scene: DEFAULT

Label	Units	Avg.	Max	Min	Max/Min	# Fts	P/Spd*	P/SpdR	P/SpdC	CV	UG
SB #1 INFIELD	Fc	57.55	69.5	38.3	1.81	35	30	20	20	0.15	1.57
SB #1 OUTFIELD	Fc	35.80	50.1	24.5	2.04	35	30	20	20	0.16	1.44
SB #2 INFIELD	Fc	57.52	69.5	38.1	1.82	35	30	20	20	0.15	1.57
SB #2 OUTFIELD	Fc	35.99	50.2	24.5	2.05	30	30	20	20	0.16	1.42

TX-Stephenville City Park
TX-Stephenville
SOFTBALL - PER BOM
22-5612.AGI



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PAGE: 1 OF 1
22-5612.AGI

Project Name:	<u>Stephenville City Park</u>
Project City-State:	Stephenville, TX
Quote Date:	7/11/2022
Type of Field(s):	<u>Baseball/Softball</u>
Photometrics Per Design #:	50/30 FC Light Level / 22-5464, 22-5463
Warranty:	10 Year Maintenance <u>FREE</u>

Quantity	Description
6	60 Foot Mounting Height Steel Poles
16	70 Foot Mounting Height Steel Poles
6	6 Fixture Crossarms
6	7 Fixture Crossarms
4	8 Fixture Crossarms
6	9 Fixture Crossarms
164	CLIR 630w LED w/ Visor
164	Prewiring for Poles and Crossarms
2	Standard Wireless Control Hub

Project Notes:

- Price includes all materials listed above (excluding adders & deducts).
- Price includes delivery to jobsite.
- Price firm for 45 days.
- Allow 6-8 weeks for delivery.
- Price does NOT include SALES or USE taxes.
- All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.

Warranty Notes:

- Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of 10 years from date of shipment.
- Seller will replace any defective material for the entire 10 year period.
- Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

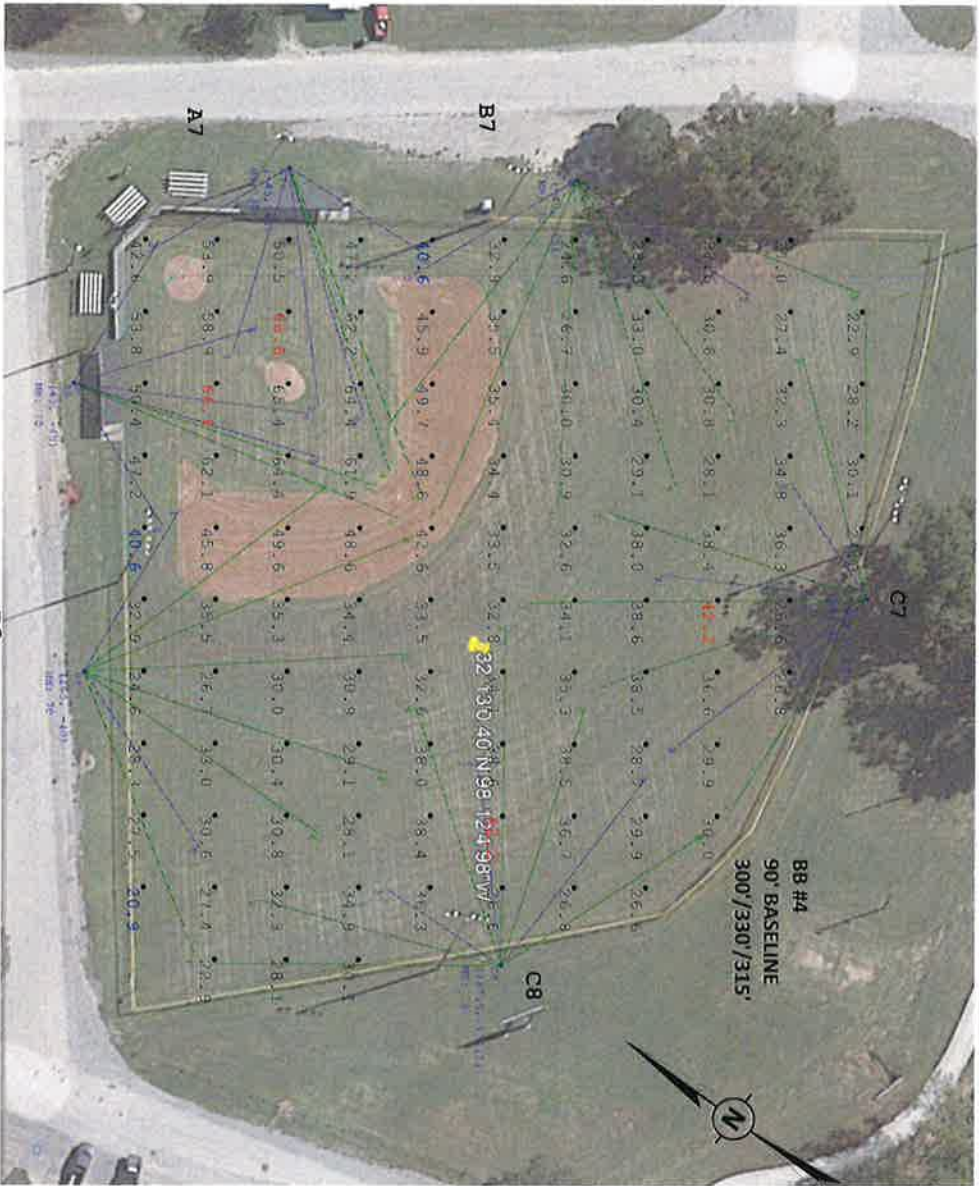
TURNKEY Installation Notes:

- Allow 3-4 weeks for Turnkey Installation.
- Pole locations must also be accessible with standard lift and not obstructed by fencing, buildings, etc. (special lift & matting charges not included) Standard
- turnkey install foundations assume 2000psi soil conditions.
- (Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification - (i.e. rebar, casing, etc.) may require additional charges.)

INCLUDES:

- ✓ Demolition & Disposal of existing sports lighting system / fixtures.
- ✓ Installing controls (if supplied) based on 480V 3Ø service being available within 150' of field.
- ✓ Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
- ✓ All wiring to be copper type THHN.
- ✓ Auguring pole foundation holes, setting all pole stubs in holes, center/plumb/brace and backfill with 3000psi concrete
- ✓ Build out pole tops including mounting cross arm assemblies, mount & wire all fixtures in place, crane rental to set all pole tops in -place,
- ✓ fixture aiming, commissioning of controls, control training, and final clean up.
- ✓ All permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

Total Including Turnkey Install = \$659,000.00



Scale: 1 inch = 50 Ft.

Calculation Summary

Label	Scene: DEFAULT	Units	Avg	Max	Min	Max/Min	# Fts	Presctr	Presctb	CV	UG
#4 INFIELD		Fc	53.20	65.6	40.5	1.64	25	30	30	0.15	1.95
#4 OUTFIELD		Fc	31.43	42.2	20.9	2.02	78	30	30	0.15	1.99

Luminaire Schedule

Symbol	Scene: DEFAULT	Qty	Label	Arrangement
□		20	CIN 530 DM W	SINGLE
□		28	CIN 530 DM M	SINGLE
□		6	CIN 530 DM SW	SINGLE

Pole Summary

Point	Scene: DEFAULT	# Lums	Min
A7		9	60'
A8		9	60'
B7		9	60'
B8		9	60'
C7		9	60'
C8		9	60'
TOTAL		9	60'

Pole Writeup Summary

Label	Scene: DEFAULT	Total Write
A7		3814
A8		3814
B7		3814
B8		3814
C7		3814
C8		3814
TOTAL		34698

STEPHENVILLE CITY PARK
STEPHENVILLE, TX
BASEBALL - 50/30 FC
22-5463.AGI



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 22-5463.AGI



Calculations Summary
Scene: DEFAULT

Label	Units	Avg.	Max	Min	Max/Min	# Pts	Project	Project	CV	UG
A1 INFIELD	Fc	53.23	61.5	40.0	1.54	25	20	20	0.10	1.38
A1 OUTFIELD	Fc	33.32	43.1	19.8	2.18	150	20	20	0.16	1.79
A2 INFIELD	Fc	52.46	60.7	38.7	1.57	25	20	20	0.11	1.42
A2 OUTFIELD	Fc	30.94	41.8	20.1	2.08	156	20	20	0.15	1.49
A3 INFIELD	Fc	54.97	70.8	39.3	1.80	25	20	20	0.15	1.42
A3 OUTFIELD	Fc	33.14	44.1	20.2	2.15	48	20	20	0.19	1.73

Luminaires Schedule
Scene: DEFAULT

Symbol	Qty	Label
[Symbol]	34	CLM_630_DIM_W
[Symbol]	68	CLM_630_DIM_M
[Symbol]	8	CLM_630_DIM_SW

Pole Wattage Summary
Scene: DEFAULT

Label	Total Watts
A1	3876
A2	3876
A3	3876
A4	3876
A5	3876
A6	3876
B1	4522
B2	4522
B3	4522
B4	4522
C1	5168
C2	5168
C3	5168
C4	5168
C5	4332
C6	4332
TOTAL	71680

Pole Summary
Scene: DEFAULT

Poles	# Lum.	MH
A1	6	70'
A2	6	70'
A3	6	70'
A4	6	70'
A5	6	70'
A6	6	70'
B1	7	70'
B2	7	70'
B3	7	70'
B4	7	70'
C1	8	70'
C2	8	70'
C3	8	70'
C4	8	70'
C5	7	70'
C6	7	70'

L.F.	Lum. Watts	Arrangement
0.950	646	SINGLE
0.950	646	SINGLE
0.950	646	SINGLE

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PAGE M of 1
22-5464.AGI

STEPHENVILLE CITY PARK
STEPHENVILLE, TX
SOFTBALL - 50/30 FC
22-5464.AGI



Project Name:	<u>Stephenville City Park</u>
Project City-State:	Stephenville, TX
Quote Date:	7/15/2022
Type of Field(s):	300' Baseball Field
Photometrics Per Design #:	50/30 FC Light Level / 22-5534
Warranty:	10 Year Maintenance <u>FREE</u>

Quantity	Description
6	70 Foot Mounting Height Steel Poles
2	8 Fixture Crossarms
4	9 Fixture Crossarms
52	CLIR 630w LED w/ Visor
52	Prewiring for Poles and Crossarms
1	Standard Wireless Control Hub

Project Notes:

- Price includes all materials listed above (excluding adders & deducts).
- Price includes delivery to jobsite.
- Price firm for 45 days.
- Allow 6-8 weeks for delivery.
- Price does **NOT** include SALES or USE taxes.
- All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.

Warranty Notes:

- Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of 10 years from date of shipment.
- Seller will replace any defective material for the entire 10 year period.
- Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

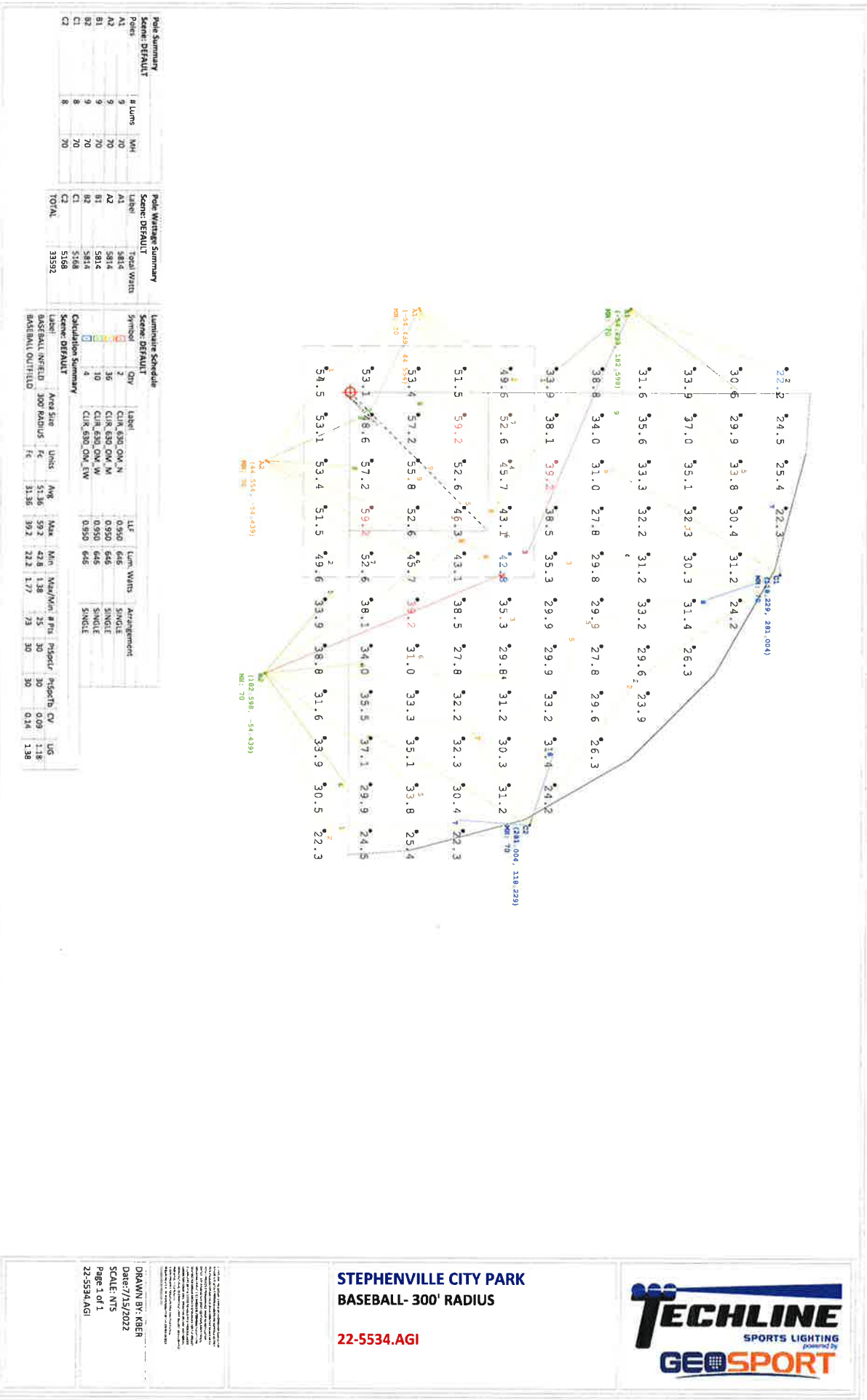
TURNKEY Installation Notes:

- Allow 3-4 weeks for Turnkey Installation.
- Pole locations must also be accessible with standard lift and not obstructed by fencing, buildings, etc. *(special lift & matting charges not included)*
- Standard turnkey install foundations assume 2000psi soil conditions.
- *(Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification - (i.e. rebar, casing, etc.) may require additional charges.)*

INCLUDES:

- ✓ Demolition & Disposal of existing sports lighting system / fixtures.
- ✓ Installing controls (if supplied) based on 480V 3Ø service being available within 150' of field.
- ✓ Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
- ✓ All wiring to be copper type THHN.
- ✓ Auguring pole foundation holes, setting all pole stubs in holes, center/plumb/brace and backfill with 3000psi concrete
- ✓ Build out pole tops including mounting cross arm assemblies, mount & wire all fixtures in place, crane rental to set all pole tops in - place, fixture aiming, commissioning of controls, control training, and final clean up.
- ✓ All permits, fees and inspections associated with the project.
- ✓ All electrical installation to meet National Electric Code requirements.

Total Including Turnkey Install = \$219,000.00



Pole Summary
Scene: DEFAULT

Pole	# Lums	WH
A1	9	70
A2	9	70
B1	9	70
B2	9	70
C1	8	70
C2	8	70
TOTAL		3352

Pole Wattage Summary
Scene: DEFAULT

Label	Total Watts
A1	5814
A2	5814
B1	5814
B2	5814
C1	5168
C2	5168
TOTAL	33592

Luminaire Schedule
Scene: DEFAULT

Label	Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
BASEBALL INFIELD	2	2	CLR 630, OM, N	0.950	645	SINGLE
BASEBALL OUTFIELD	35	35	CLR 630, OM, M	0.950	645	SINGLE
	10	10	CLR 630, OM, W	0.950	645	SINGLE
	4	4	CLR 630, OM, EW	0.950	645	SINGLE

Calculation Summary
Scene: DEFAULT

Area Size	Units	Avg	Max	Min	Max/Min	# Pts	Project	CV	UG
BASEBALL INFIELD	Ft	51.35	59.2	42.8	1.38	35	30	0.09	1.18
BASEBALL OUTFIELD	Ft	11.35	39.2	22.2	1.77	73	30	0.24	1.38

STEPHENVILLE CITY PARK
BASEBALL- 300' RADIUS
22-5534.AGI



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 22-5534.AGI

Public Works Committee
COMMITTEE REPORT



Item 17.

MEETING: Public Works Committee Meeting – 16 Aug 2022
Present: P8 Mark McClinton, Chair; P1 LeAnn Durfey; P5 Ricky Thurman; P6 David Baskett
Absent: None
DEPARTMENT: Public Works / Development Services
STAFF CONTACT: Nick Williams

Agenda Item 4: Consider Professional Services Agreement for landfill Permit Application

Discussion: A professional services agreement from Biggs and Mathews, Inc. was presented to provide for an application for a “Limited Scope Amendment” permit application to recover unused air space by expanding the Type IV waste disposal area and thereby extending the life of the landfill.

It was noted the increased life of the landfill would be 50+ years depending on the volume of waste received.

It was noted the \$80,000 cost would be absorbed from the approximately \$1.3 million landfill fund balance.

Committee Action: Following discussion, a motion was made by Mr. Thurman, seconded by Mrs. Durfey, to forward a positive recommendation to the full council for approval of the professional services agreement with Biggs and Mathews, Inc. as presented.

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

ATTACHMENTS:

[Biggs and Mathews, Inc. – Professional Services Agreement – 2022_08-16](#)

**CITY OF STEPHENVILLE
CITY OF STEPHENVILLE LANDFILL
TCEQ PERMIT NO. MSW 664
PERMIT AMENDMENT APPLICATION (LIMITED SCOPE)
SCOPE OF PROFESSIONAL SERVICES**

PROJECT UNDERSTANDING

Biggs and Mathews Environmental (BME) is pleased to provide this scope of services to the City of Stephenville (City) for a Limited Scope Permit Amendment Application (LSPAA) for the reclamation of previously permitted airspace at the City of Stephenville Landfill, TCEQ Permit No. MSW 664. In accordance with 30 TAC §305.62(j)(2), only the portions of the permit and attachments to which changes are being proposed are required to be submitted as part of the LSPAA. The scope of services and requirement to submit as a LSPAA is based on discussions with the Texas Commission on Environmental Quality (TCEQ). The TCEQ review and any hearing or proceeding will be limited to the proposed changes.

- The purpose of the LSPAA is to reclaim previously permitted airspace which will reclaim approximately 1.4 million cubic yards of useable waste disposal capacity. The reclaimed waste disposal capacity will be placed above the existing top of waste in the previously closed Type I waste disposal area. The reclaimed waste disposal capacity will be limited to construction and demolition wastes.
- This scope includes a pre-submittal meeting with the TCEQ. The estimated date for the pre-submittal meeting is November 1, 2022. The date for the initial TCEQ submittal will depend upon the TCEQ's preliminary comments from the pre-submittal meeting. BME anticipates that the initial TCEQ submittal will be in the first quarter of 2023.
- Preparation of the LSPAA will be as required by Texas Administrative Code, Title 30, Chapter 330 Municipal Solid Waste Rules and Regulations.
- A legal description and map of the property boundary and existing permit boundary are required to be included with this LSPAA. BME will coordinate with the City to obtain the most recent permit boundary legal description and map of the City of Stephenville Landfill.
- TCEQ requires identification and public notice to landowners within ¼ mile of the permit boundary and identification of mineral interest owners below the permit boundary. The mineral interest ownership list and landowners list is required to be incorporated into the permit application. BME will prepare the landowners list and identify mineral interest owners. This document will be based on the Erath County Tax Records.

- Legal counsel will be engaged by the City and the City will coordinate the legal review of the application. BME will work with the City and legal counsel during the review of the LSPAA.
- Public notices and coordination with the TCEQ Chief Clerk's Office will be prepared and provided by legal counsel engaged by the City.
- BME will post the LSPAA on our website to meet the TCEQ requirement for posting the application on a public accessible website.

PROJECT SCOPE

PHASE I – INITIAL SUBMITTAL AND ADMINISTRATIVE REVIEW

This phase of the project includes preparing the LSPAA document, coordinating with the City and legal counsel, the initial submittal to the TCEQ, and responding to TCEQ administrative review comments.

Task 1 – Part I Form / Part I – Site and Applicant Information

A Part I Form will be required for this submittal. The TCEQ regulations require a complete Part I – Site and Applicant Information for a LSPAA. The LSPAA will be required to include information to address 30 TAC §330.59 (Contents of Part I of the Application). Part I will be organized as required by the new TCEQ Form 0650 which incorporates the Part I Form and Part I contents as one submittal.

Boundary Survey, Map and Legal Description

A boundary survey, drawing and legal description of the permit boundary for Permit No. MSW 664 is required by TCEQ as part of the Part I requirements. The boundary survey and legal description was not found within the project files for the landfill. A new boundary survey, drawing, and legal description will be required to be prepared by an RPLS.

Task 2 – Part II – Existing Conditions and Character of the Facility and Surrounding Area

Since this is a LSPAA, the scope of services does not include updating the permit to meet the Part II regulatory requirements. BME will confirm that the TCEQ regulations for a LSPAA do not require a Part II.

Task 3 – Part III – Site Development Plan

The attachments or sections listed below will be revised and submitted as part of the LSPAA to reclaim previously permitted waste disposal capacity.

- Site Development Plan Narrative
- Attachment 1 – Site Layout Plan
- Attachment 2 – Fill Cross Sections
- Attachment 3 – Existing Contour Map

- Attachment 6 – Groundwater and Surface Water Protection Plan and Drainage Plan
- Attachment 7 – Final Contour Map
- Attachment 8 – Cost Estimate for Closure and Post Closure Care
- Attachment 12 – Final Closure Plan
- Attachment 13 – Post Closure Care Plan

Waste Separation Layer Evaluation

This LSPAA provides for reclaiming waste disposal capacity that is available above the existing top of waste in the previously closed Type I waste disposal area. The reclaimed waste disposal capacity is limited to construction and demolition wastes. The approach is to place the new construction and demolition waste over the previously placed Type I waste without a waste separation layer. Should TCEQ require a waste separation layer prior to placing new construction and demolition, the design and demonstration required by TCEQ would be provided.

Task 4 – Client Coordination, Review Meetings, and Initial Submittal

- Coordinate LSPAA review by the City and legal counsel and incorporate comments.
- Coordinate pre-submittal meeting with the TCEQ and incorporate preliminary comments.
- Initial LSPAA submittal to TCEQ.

Task 5 – TCEQ Administrative Review – Responses to Comments

- Coordinate with TCEQ during administrative review process.
- TCEQ has 15 days to review application for administrative completeness.
- Prepare response to TCEQ administrative comments.

PHASE II – TECHNICAL REVIEW

This phase of the project includes responding to TCEQ technical review comments and preparation of the revisions to the LSPAA as requested by TCEQ. The TCEQ will conduct two separate technical reviews, prepare the application summary for interagency review, and prepare the draft permit during this phase of the project.

Task 1 – TCEQ Technical Review No. 1

- Coordinate with TCEQ during Technical Review No. 1.
- TCEQ will have 60 days to review.
- BME will have 60 days to respond.
- Evaluate and respond to the TCEQ review comments.
- Prepare clarifications and revisions to the LSPAA resulting from the TCEQ review.
- Coordinate LSPAA review by the City and legal counsel prior to second TCEQ submittal.

Task 2 – TCEQ Technical Review No. 2

- Coordinate with TCEQ during Technical Review No. 2.
- TCEQ will have 30 days to review.

- We will have 30 days to respond.
- Evaluate and respond to the TCEQ review comments.
- Prepare clarifications and revisions to the LSPAA resulting from the TCEQ review.
- Coordinate LSPAA review by the City and legal counsel prior to third TCEQ submittal.

Task 3 – Permit Finalization – Technically Complete Application

- Coordinate with TCEQ during the permit finalization.
- Assist TCEQ with preparation of the application summary.
- Evaluate and respond to any remaining TCEQ comments.
- TCEQ will prepare the draft permit.
- The City, legal counsel, and BME will review the draft permit and provide comments.

PHASE III – PUBLIC MEETING

The TCEQ requires a public meeting to be conducted if one is requested during the public notification process. A public meeting requires the following:

- The City will be required to notify adjacent land owners and place notice in a local newspaper regarding the submitted LSPAA.
- Coordinate with the City and legal counsel on public meeting strategy.
- Prepare exhibits for use at the public meeting.
- Present summary and discuss the technical aspects of the LSPAA

PROJECT BUDGET

Limited Scope Permit Amendment Application Project Budget

Description	Cost
Phase I – Initial Submittal and Administrative Review	\$34,200
Boundary Survey, Drawing, Legal Description	\$10,000
Waste Separation Layer Evaluation	\$8,000
Phase II – Technical Review	\$17,800
Phase III – Public Meeting	\$10,000
Total Project Cost	\$80,000

ADDITIONAL SERVICES

The following tasks are not included in the proposed scope and would be considered additional services:

- Studies regarding wetlands, endangered and threatened species, and historic use
- Responses to technical comments from other agencies
- Permitting for other government entities such as city, county, or federal agencies

We have included a contract signature block below along with our general terms and conditions. If you are in agreement with this proposal please sign one copy and return it to us. Thank you again for the opportunity to work with you on this project.

Sincerely,

BIGGS & MATHEWS ENVIRONMENTAL
TBPE No. F-256 ♦ TBPG No. 50222



Felipe A. Wescoup, P.E.
Senior Engineer



David Clark, P.E.
Principal

This AGREEMENT is entered into on the date of execution by and between Biggs and Mathews Environmental, Inc., a Texas corporation, hereinafter referred to as CONSULTANT and the City of Stephenville, hereinafter referred to as OWNER. Services covered by this AGREEMENT will be performed in accordance with the GENERAL TERMS AND CONDITIONS attached to this scope of services. This AGREEMENT may only be changed by written amendment executed by both parties.

City of Stephenville

BIGGS & MATHEWS ENVIRONMENTAL, INC.

By: _____

By:  _____

Title: _____

Title: Principal _____

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1. SERVICES TO BE PERFORMED: During the term of this AGREEMENT, and subject to the conditions herein set forth, the CONSULTANT will provide the specific professional services relating to the scope of services defined in the attached proposal.

2. COMPENSATION: As full consideration for the performance of the "Basic Professional Services" listed in each addendum, the OWNER will pay the CONSULTANT in accordance with the Not to Exceed Fee as noted thereon or attached thereto or as agreed.

For "Additional Services" or "Other Optional Tasks" a separate "Addendum" will be prepared, each subject to the terms and conditions of this AGREEMENT. Said "Addendum" will define (1) Scope of Services to be performed (2) Proposed Schedule of Services (3) Cost of Professional Services. Each "Addendum" will be mutually agreed upon by the OWNER and CONSULTANT, subject to the terms and conditions within this AGREEMENT and will be executed by the appropriate representative of each party.

3. TERM OF AGREEMENT: This AGREEMENT will remain in effect, unless terminated by either party by not less than thirty (30) days prior written notice to the other party. If this AGREEMENT is terminated, the CONSULTANT will be paid for services performed to the date of receipt of the termination notice, plus any costs reasonably incurred in terminating services.

4. BILLING AND PAYMENT: Invoices will be submitted monthly based on the completion of each task or mutually agreed portion thereof, and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. Remittance will be mailed to the CONSULTANT at the address noted on such invoices or as the CONSULTANT may otherwise advise.

5. SUSPENSION OF SERVICES: The OWNER may suspend further performance of professional services by the CONSULTANT by ten (10) days prior written notice. If payments of invoices by the OWNER are not maintained on a thirty (30) day current basis, the CONSULTANT may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of the CONSULTANT, make this AGREEMENT or any separate document for specific services subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and the CONSULTANT will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including but not limited to personnel rescheduling, equipment rescheduling, and/or reassignment adjustment.

6. FORCE MAJEURE: Neither party will hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Should such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the performance of this AGREEMENT. Delays within the scope of this Article will extend the contract completion date for specified services commensurately or will, at the option of either party, make this AGREEMENT subject to termination or to renegotiation.

7. WARRANTY: The CONSULTANT provide services in accordance with generally accepted professional practices in its fields of specialty. In the opinion of the CONSULTANT, they are knowledgeable and have the required expertise regarding the current applicable rules and regulations as they pertain to the attached professional services. No other warranty or representation, either expressed or implied, is included or intended as part of the CONSULTANT services, proposals, contracts, or reports.

8. LIMITATION OF LIABILITY: The CONSULTANT will maintain professional liability (errors and omissions) insurance in the amount of \$1,000,000 aggregate limits during the term of this AGREEMENT. To the fullest extent permitted by law, the OWNER agrees to limit the liability of the CONSULTANT, its officers, shareholders and employees, for any CONSULTANT damages for any cause or combination of causes not to exceed the compensation received by the CONSULTANT under this AGREEMENT.

9. INDEMNIFICATION: Each party shall indemnify the other party from loss, cost, damage or expense (including reasonable attorney's fees), arising out of the negligence of the indemnifying party to the extent

that such loss, cost, damage or expense is caused by the negligence of the indemnitor, and such liability shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, consequential, or punitive damages of any kind whatsoever. In addition, the OWNER agree to indemnify, defend and hold the CONSULTANT harmless from any loss, cost, damage, expense (including attorneys' fees) or liability, arising out of or in connection with the CONSULTANT performance for any environmental pollution or contamination except to the extent such pollution or contamination is newly caused or created by the active negligence or willful misconduct of the CONSULTANT.

10. NO THIRD PARTY BENEFICIARIES: There are no third party beneficiaries of this AGREEMENT between the OWNER and the CONSULTANT, and no third party shall be entitled to rely upon any work performed or reports prepared by the CONSULTANT hereunder for any purpose whatsoever.

11. RIGHT OF ENTRY AND DAMAGES: The OWNER will arrange for authorized entry for the CONSULTANT and its sub-contractors to the project site, and nearby properties if required, in order to complete the services. While the CONSULTANT will take all reasonable precautions to minimize any physical damage to the project site and any nearby properties, it is understood by OWNER that in the normal course of performing services some damage may occur.

12. LAWS AND REGULATIONS: Both parties will be entitled to regard all applicable laws, rules and regulations issued by any federal or state regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgement in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, ordinances, or regulations, or the interpretation thereof, following the performance of professional services under this AGREEMENT, the CONSULTANT will not be responsible for any claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or non-incorporation of such changes in professional services prior to the effectiveness of such changes in laws, codes, ordinances or regulations, or the interpretation thereof.

13. ASSIGNMENT: This AGREEMENT is binding on and inures to the benefit of the parties hereto and their respective successors, representatives, and assigns. Neither party to this AGREEMENT may assign or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. MISCELLANEOUS: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between the OWNER and the CONSULTANT. It supersedes all prior written or oral AGREEMENTS, or contemporaneous communication with respect to the subject matter thereof, and has not been induced by any representations, statements, or AGREEMENTS other than those herein expressed. No amendment to this AGREEMENT hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.

Any provisions of this AGREEMENT held in violation of any law or ordinance will be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provisions of this AGREEMENT with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas.



DEVELOPMENT SERVICES COMMITTEE REPORT

MEETING: Development Services Committee Meeting – August 23, 2022
Present: P7 Gerald Cook, Chair; P2 Justin Haschke; P6 David Baskett; P8 Mark McClinton
Absent: None
DEPARTMENT: Development Services
STAFF CONTACT: Steve Killen

AGENDA ITEM: Alcohol Sales in the Industrial District (I)

Discussion:

The Committee discussed the recommended action from the August 17, 2022, Planning and Zoning Commission and briefly discussed the impact of such recommendation as well as possible alternatives.

No action was taken.



STAFF REPORT

SUBJECT: Monthly Budget Report for the period Ending July 31, 2022

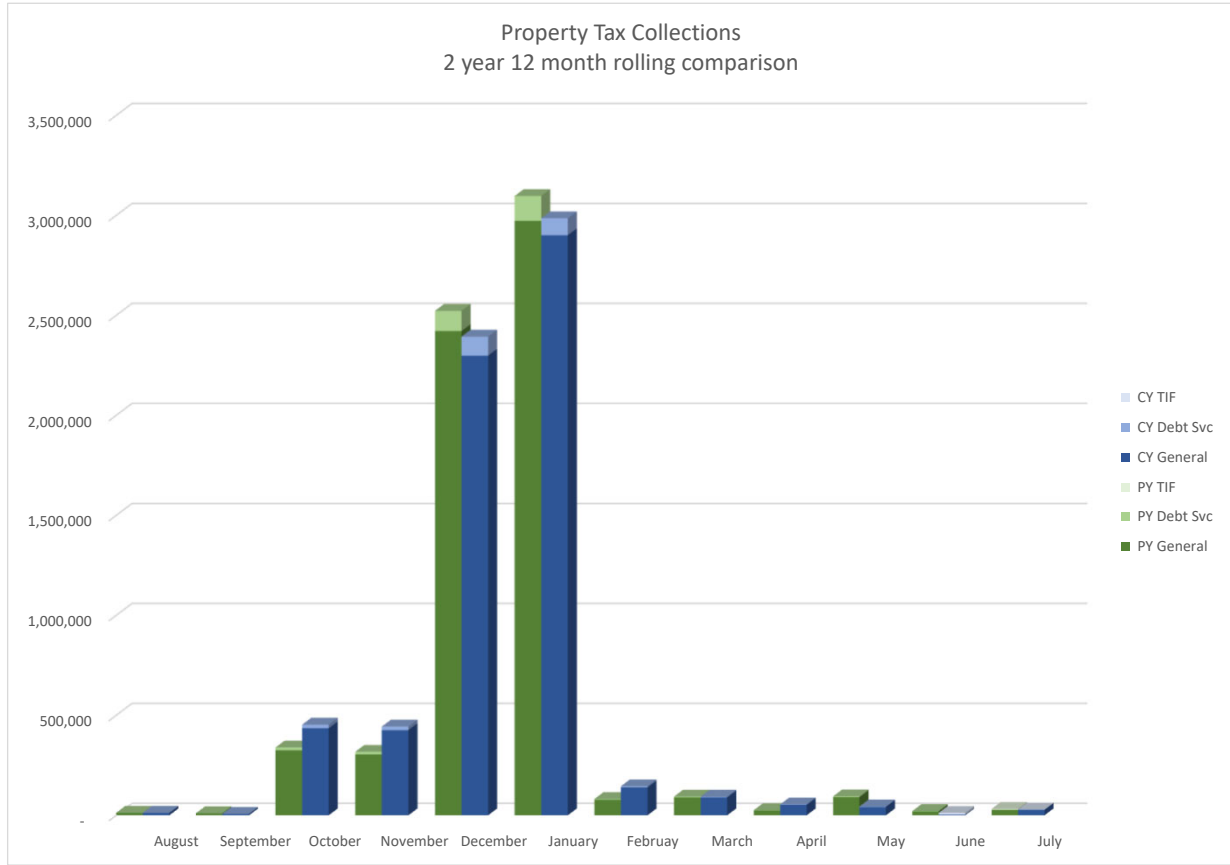
DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

BACKGROUND:

In reviewing the financial statements ending July 31, 2022, the financial indicators are overall as or better than anticipated.

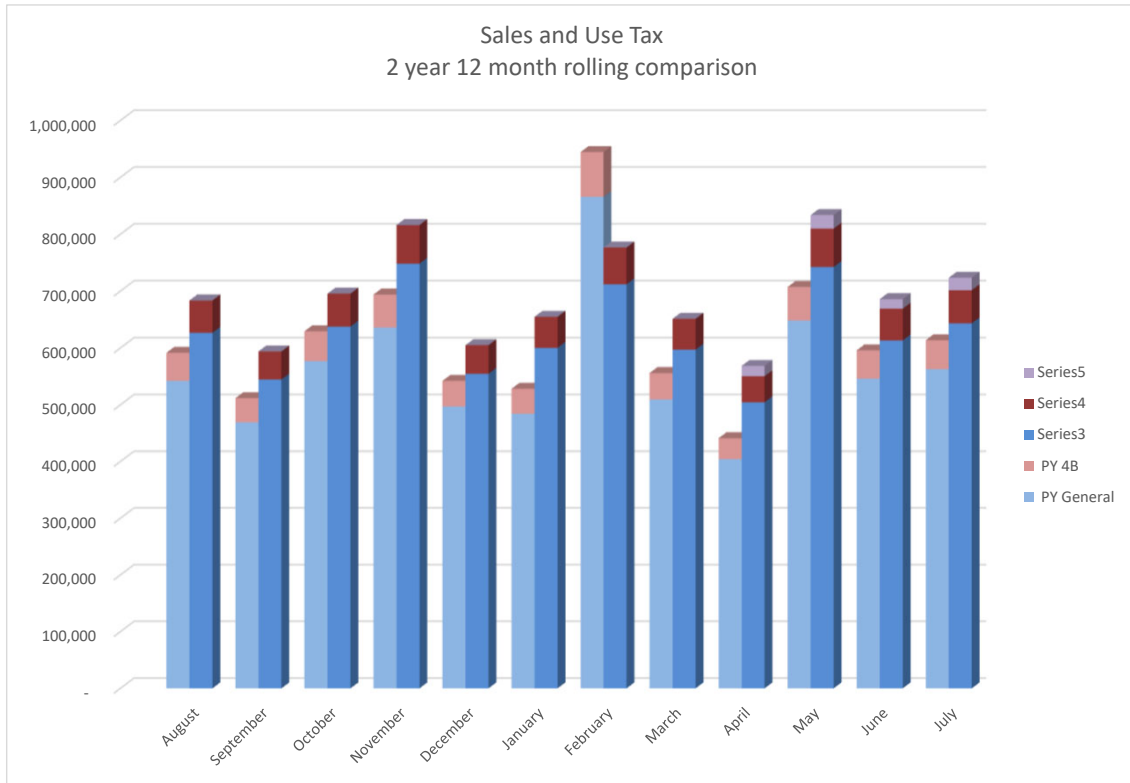
- **Property Tax**
We received \$28K in property taxes in the month of July, resulting in \$28K or .42% increase over funds collected last fiscal year to date. The amount collected is 98.08% of budget, which is \$107K less than anticipated.
- **Sales Tax**
We received \$723K in sales tax in July, resulting in \$759K or 12.14% more than the funds collected last fiscal year to date. The amount collected is 95.67% of the \$7.3 million budgeted, which is 15.3% or \$1.12 million higher than anticipated.
- **Revenue (Budgetary comparison)**
The target budget for operating revenue is \$24.9 million. We received \$28.7 million in operating revenue fiscal year to date, resulting in \$3.8 million over the target budget due to sales taxes, franchise tax, hotel occupancy tax, sports venue tax, service charges, insurance proceeds, sale of assets, and donations.
- **Expenditures (Budgetary comparison)**
The target budget for operating expenditures is \$18.5 million. We expended \$18.1 million in operating expenditures fiscal year to date, resulting in \$390K under the target budget.
- **Revenue (Prior year comparison)**
Operating revenue received last year was \$25 million as compared to the current year's \$28.7 million, resulting in a \$3.7 million increase due to property tax, sales taxes, mixed drinks tax, franchise taxes, hotel occupancy taxes, sports venue taxes, service charges, building and food service permits, interest, insurance proceeds, sale of assets, and donations.
- **Expenditures (Prior year comparison)**
Operating expenditures last year were \$16.5 million as compared to the current year's \$18.1 million, resulting in a \$1.56 million increase due to personnel, outside professional services, utilities, fuel, and maintenance.



Month	General Fund	Debt Svc	TIF	Total	Month	General Fund	Debt Svc	TIF	Total
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	139,716	5,791	-	145,507
Mar-21	90,202	3,822	-	94,024	Mar-22	89,653	3,698	-	93,351
Apr-21	24,696	1,064	-	25,760	Apr-22	52,666	2,172	-	54,838
May-21	90,794	3,893	-	94,687	May-22	42,164	1,926	-	44,090
Jun-21	20,314	1,266	-	21,580	Jun-22	3,566	652	7,969	12,187
Jul-21	27,201	1,304	3,789	32,294	Jul-22	27,022	1,193	-	28,214
12 month total				6,649,574	12 month total				6,674,661
Oct 2020 - July 2021				6,626,767	Oct 2021 - July 2022				6,654,881
FY 2020-2021 Total				6,646,548	FY 2021-2022 Budget				6,784,860

Collection to date as percentage of fiscal year total 99.70%

Collection to date as percentage of fiscal year budget 98.08%



Month	General	4B	TIF	Total	Month	General	4B	TIF	Total	% Change +/-
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%
Mar-21	509,621	46,329	-	555,950	Mar-22	597,069	54,279	-	651,348	17.16%
Apr-21	404,427	36,766	-	441,193	Apr-22	504,572	45,870	18,078	568,520	28.86%
May-21	648,372	58,943	-	707,314	May-22	742,430	67,494	23,768	833,692	17.87%
Jun-21	546,259	49,660	-	595,919	Jun-22	613,250	55,750	16,863	685,863	15.09%
Jul-21	562,550	51,141	-	613,691	Jul-22	643,234	58,476	21,791	723,501	17.89%
12 month total				<u>7,355,751</u>	12 month total				<u>8,288,970</u>	12.69%
Oct 2020 - July 2021				<u>6,252,388</u>	Oct 2021- July 2022				<u>7,011,413</u>	12.14%
FY 2020-2021 Total				7,529,945	FY 2021-2022 Budget				7,328,610	
Collection to date as percentage of fiscal year total				83.03%	Collection to date as percentage of fiscal year budget				95.67%	



**Budget vs. YTD Actual
July 31, 2022**

Date Prepared: September 6, 2022

Source of Funds	Approved Budget 2021-2022	Target Budget	07/31/22 Current YTD Actual	Dollar Variance Favorable (Unfavorable)	Percent Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 6,812,364	\$ 6,785,871	\$ 6,703,508	\$ (82,363)	(1.21%)	
Sales Taxes	7,328,610	5,905,414	7,011,413	1,105,999	18.73%	
Other Taxes	2,427,418	2,041,542	2,286,618	245,076	12.00%	Franchise, Hotel Occupancy, Sports Venue taxes
Licenses and permits	378,385	337,546	437,035	99,489	29.47%	Building permits, Plan reviews
Fines and forfeitures	78,825	64,517	184,235	119,718	185.56%	Increased citations and collections
Service charges	12,154,965	9,749,123	11,580,185	1,831,061	18.78%	Water, Sewer, Storm, and Landfill fees, Hangar Rentals
Interest on investments	15,001	13,824	243,648	229,825	1662.56%	Cash flow and rate dependent
Other Income	1,490,418	32,357	320,847	288,490	891.59%	Sale of assets, Insurance proceeds, Donations
Total Operating Revenue	<u>30,685,986</u>	<u>24,930,192</u>	<u>28,767,488</u>	<u>3,837,296</u>	<u>15.392%</u>	
Intergovernmental grants	1,590,242	1,181,568	1,204,027	22,458	1.90%	Project Driven grants
Debt Proceeds	0	0	28,773,564	28,773,564	0.00%	Loan Proceeds
Total Revenue	<u>32,276,228</u>	<u>26,111,761</u>	<u>58,745,079</u>	<u>32,633,318</u>	<u>124.98%</u>	
Transfers-In	\$ 2,912,040	\$ 2,912,040	\$ 2,172,534	\$ (739,506)	(25.39%)	
Transfers-Out	(2,912,040)	(2,912,040)	(2,172,534)	739,506	(25.39%)	
Expenditures						
General Fund	\$ 15,291,409	\$ 12,819,571	\$ 12,498,420	\$ 321,151	2.51%	Salary savings
Utility Fund	4,916,175	4,118,060	4,218,945	(100,886)	(2.45%)	Maintenance
Landfill Fund	582,019	488,756	448,407	40,349	8.26%	Salary savings & Contractual
Airport Fund	78,935	66,746	57,367	9,379	14.05%	Maintenance
Storm Water Drainage Fund	129,270	107,725	268,406	(160,681)	(149.16%)	Flood Protection Planning Study
Special Revenue Funds	462,222	398,728	273,269	125,459	31.46%	Contractual, Grant Disbursements
Stephenville Economic Dev Authority	608,500	507,574	352,533	155,041	30.55%	Personnel, Grant Disbursements, Contractual
Total Operating Expenditures	<u>22,068,530</u>	<u>18,507,159</u>	<u>18,117,347</u>	<u>389,812</u>	<u>2.11%</u>	
Capital	29,297,012	24,414,176	7,116,543	17,297,633	70.85%	
Debt Service	2,955,514	2,390,637	6,391,487	(4,000,850)	(167.35%)	New Loan down payments, 2013 Bond Refund
Total Expenditures	<u>54,321,056</u>	<u>45,311,971</u>	<u>31,625,376</u>	<u>13,686,595</u>	<u>30.21%</u>	



**Prior YTD Actual vs Current YTD Actual
July 31, 2022**

Date Prepared: September 6, 2022

Source of Funds	Prior YTD Actual	Current YTD Actual	Dollar Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 6,645,157	\$ 6,703,508	\$ 58,351	0.88%	Increased assessment.
Sales Taxes	6,252,388	7,011,413	759,024	12.14%	
Other Taxes	1,879,470	2,286,618	407,149	21.66%	Mixed Drinks Tax, Franchise taxes, Hotel Occupancy tax, Sports Venue tax
Licenses and permits	332,909	437,035	104,125	31.28%	Building permits, Food service permits
Fines and forfeitures	104,821	184,235	79,414	75.76%	Increased citations and continued issuance of warrants
Service charges	9,521,073	11,580,185	2,059,112	21.63%	Ambulance fees, Recreation fees, Water charges, Sewer charges, Landfill fees, Hanger Rentals, & Storm Water charges,
Interest on investments	18,725	243,648	224,923	1201.16%	Cash flow and rate dependent
Other Income	307,644	320,847	13,203	4.29%	Sale of assets, Insurance proceeds
Total Operating Revenue	<u>25,062,187</u>	<u>28,767,488</u>	<u>3,705,301</u>	<u>14.78%</u>	
Intergovernmental grants	1,662,105	1,204,027	(458,078)	(27.56%)	Grants differ from year to year.
Debt Proceeds	0	28,773,564	28,773,564	100.00%	Debt proceeds differ from year to year.
Total Revenue	<u>26,724,292</u>	<u>58,745,079</u>	<u>32,020,787</u>	<u>119.82%</u>	
Transfers-In	\$ 2,189,809	\$ 2,172,534	\$ (17,275)	(0.79%)	Timing of transfers
Transfers-Out	\$ (2,189,809)	\$ (2,172,534)	17,275	0.79%	Timing of transfers
Expenditures					
General Fund	\$ 11,920,838	\$ 12,498,420	\$ (577,581)	(4.85%)	Personnel - additional positions, retirements, and step plan, Maintenance
Utility Fund	3,452,570	4,218,945	(766,375)	(22.20%)	Personnel - additional positions, Outside Professionals, Utilities, Maintenance, Franchise Tax
Landfill Fund	346,619	448,407	(101,787)	(29.37%)	Outside Professionals - Expansion permit, Fuel
Airport Fund	51,486	57,367	(5,882)	(11.42%)	Utilities and AWOS maintenance
Storm Water Drainage Fund	23,684	268,406	(244,722)	(1033.28%)	Flood Protection Planning Study
Special Revenue Funds	397,240	273,269	123,971	31.21%	PY-Outside Professionals, Advertising, Grant Disbursements
Stephenville Economic Dev Authority	366,615	352,533	14,082	3.84%	PY - Outside Professionals
Total Operating Expenditures	<u>16,559,053</u>	<u>18,117,347</u>	<u>(1,558,294)</u>	<u>(9.41%)</u>	
Capital	6,531,674	7,116,543	(584,868)	(8.95%)	Capital purchases differ from year to year
Debt Service	2,431,546	6,391,487	(3,959,941)	(162.86%)	Debt Service differs from year to year
Total Expenditures	<u>25,522,273</u>	<u>31,625,376</u>	<u>(6,103,103)</u>	<u>(23.91%)</u>	



Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	773,969.30	639,599.42	134,369.88	14,575,577.87	13,534,868.06	1,040,709.81	97	15,087,472.00	(511,894.13)	3
LICENSES AND PERMITS	28,166.77	13,686.12	14,480.65	429,111.17	305,045.72	124,065.45	126	339,385.00	89,726.17	-26
FINES AND FORFEITURES	9,128.40	5,345.30	3,783.10	145,969.99	58,584.88	87,385.11	203	71,875.00	74,094.99	-103
INTERGOVERNMENTAL	58,287.62	43,764.08	14,523.54	146,822.80	487,640.80	(340,818.00)	20	748,169.00	(601,346.20)	80
CHARGES FOR SERVICES	128,358.43	134,850.75	(6,492.32)	906,340.32	987,915.01	(81,574.69)	72	1,257,333.00	(350,992.68)	28
OTHER REVENUE	48,290.84	829.58	47,461.26	3,453,637.94	12,340.33	3,441,297.61	7,774	44,427.00	3,409,210.94	-7,674
TRANSFER	0.00	0.00	0.00	832,071.00	957,579.00	(125,508.00)	87	957,579.00	(125,508.00)	13
TOTAL REVENUE	1,046,201.36	838,075.25	208,126.11	20,489,531.09	16,343,973.80	4,145,557.29	111	18,506,240.00	1,983,291.09	-11
EXPENSE SUMMARY										
CITY COUNCIL	2,755.02	8,773.45	6,018.43	55,615.68	90,462.50	34,846.82	51	108,010.00	(52,394.32)	49
CITY MANAGER	18,190.23	35,820.14	17,629.91	503,183.44	362,365.40	(140,818.04)	116	434,006.00	69,177.44	-16
CITY SECRETARY	10,681.19	13,164.94	2,483.75	161,622.18	133,273.40	(28,348.78)	101	159,604.00	2,018.18	-1
EMERGENCY MANAGEMENT	265.90	416.66	150.76	14,449.55	17,166.60	2,717.05	80	18,000.00	(3,550.45)	20
MUNICIPAL BUILDING	3,985.92	7,148.04	3,162.12	62,793.18	83,925.40	21,132.22	64	98,222.00	(35,428.82)	36
MUNICIPAL SERVICES CTR	25,441.95	8,186.06	(17,255.89)	99,589.47	85,260.60	(14,328.87)	98	101,633.00	(2,043.53)	2
HUMAN RESOURCES	9,330.65	19,806.29	10,475.64	144,061.24	215,784.90	71,723.66	56	255,398.00	(111,336.76)	44
DOWNTOWN	6,308.21	4,863.29	(1,444.92)	87,813.91	48,714.90	(39,099.01)	150	58,442.00	29,371.91	-50
FINANCE	38,678.12	51,635.53	12,957.41	411,178.14	522,823.30	111,645.16	66	626,095.00	(214,916.86)	34
INFORMATION TECHNOLOGY	22,246.96	39,027.55	16,780.59	360,251.72	392,209.50	31,957.78	77	470,265.00	(110,013.28)	23
TAX	72.80	42,640.33	42,567.53	173,167.84	173,324.30	156.46	99	174,491.00	(1,323.16)	1
LEGAL COUNSEL	9,995.16	9,351.98	(643.18)	106,270.45	93,656.80	(12,613.65)	95	112,361.00	(6,090.55)	5
MUNICIPAL COURT	8,801.17	9,767.79	966.62	103,317.04	98,857.90	(4,459.14)	87	118,394.00	(15,076.96)	13
STREET MAINTENANCE	56,027.24	81,043.31	25,016.07	637,072.72	835,239.10	198,166.38	64	997,327.00	(360,254.28)	36
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	149,254.33	198,194.37	48,940.04	1,595,857.46	2,032,419.70	436,562.24	66	2,428,810.00	(832,952.54)	34
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	19,098.41	22,216.49	3,118.08	204,392.21	224,222.90	19,830.69	76	268,657.00	(64,264.79)	24
SENIOR CENTER	11,315.22	14,187.19	2,871.97	317,515.49	145,814.90	(171,700.59)	182	174,190.00	143,325.49	-82
AQUATIC CENTER	67,503.65	50,460.84	(17,042.81)	448,422.20	186,066.71	(262,355.49)	188	239,146.00	209,276.20	-88
FIRE DEPARTMENT	323,883.99	284,212.19	(39,671.80)	3,597,363.54	3,079,538.90	(517,824.64)	99	3,647,965.00	(50,601.46)	1
POLICE DEPARTMENT	447,819.82	473,706.33	25,886.51	5,369,855.94	4,972,554.30	(397,301.64)	91	5,919,968.00	(550,112.06)	9
DEVELOPMENT SERVICES	37,717.01	50,431.08	12,714.07	382,885.68	510,392.80	127,507.12	63	611,256.00	(228,370.32)	37
GIS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFERS	0.00	154,698.00	154,698.00	1,321,768.00	1,476,466.00	154,698.00	90	1,476,466.00	(154,698.00)	10
TOTAL EXPENSE	1,269,372.95	1,579,751.85	310,378.90	16,158,447.08	15,780,540.81	(377,906.27)	87	18,498,706.00	2,340,258.92	13
REVENUE OVER/(UNDER) EXPENDITURE	(223,171.59)	(741,676.60)	518,505.01	4,331,084.01	563,432.99	3,767,651.02		7,534.00	(356,967.83)	

Budget Variance Report

Fund: 02 - WATER AND WASTEWATER FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	200.44	750.00	(549.56)	382.44	7,500.00	(7,117.56)	4	9,000.00	(8,617.56)	96
INTERGOVERNMENTAL	0.00	0.00	0.00	5,202.37	0.00	5,202.37		0.00	5,202.37	
CHARGES FOR SERVICES	1,043,612.67	731,338.69	312,273.98	8,668,849.51	7,092,634.91	1,576,214.60	98	8,877,223.00	(208,373.49)	2
OTHER REVENUE	53,371.58	1,727.03	51,644.55	20,556,866.53	30,183.69	20,526,682.84	10,983	33,709.00	20,523,157.53	10,883
TRANSFER	0.00	0.00	0.00	0.00	50,219.00	(50,219.00)	0	50,219.00	(50,219.00)	100
TOTAL REVENUE	1,097,184.69	733,815.72	363,368.97	29,231,300.85	7,180,537.60	22,050,763.25	326	8,970,151.00	20,261,149.85	-226
EXPENSE SUMMARY										
UTILITIES ADMINISTRATION	53,805.02	50,664.29	(3,140.73)	831,801.34	517,256.90	(314,544.44)	134	618,586.00	213,215.34	-34
WATER PRODUCTION	67,463.41	110,051.93	42,588.52	1,207,041.19	1,261,202.30	54,161.11	82	1,480,448.00	(273,406.81)	18
WATER DISTRIBUTION	155,619.16	75,645.41	(79,973.75)	1,321,938.23	764,084.10	(557,854.13)	144	915,376.00	406,562.23	-44
CUSTOMER SERVICE	15,504.29	23,912.04	8,407.75	233,000.95	243,692.40	10,691.45	80	291,517.00	(58,516.05)	20
WASTEWATER COLLECTION	45,209.89	1,152,689.34	1,107,479.45	415,360.62	11,537,139.40	11,121,778.78	3	13,842,519.00	(13,427,158.38)	97
WASTEWATER TREATMENT	82,654.57	105,019.32	22,364.75	930,342.20	1,056,887.20	126,545.00	73	1,266,926.00	(336,583.80)	27
BILLING & COLLECTION	25,054.58	28,938.09	3,883.51	322,221.43	289,793.90	(32,427.53)	93	347,671.00	(25,449.57)	7
NON-DEPARTMENTAL	71,118.76	54,886.77	(16,231.99)	3,093,877.52	2,582,003.71	(511,873.81)	104	2,973,928.00	119,949.52	-4
TOTAL EXPENSE	516,429.68	1,601,807.19	1,085,377.51	8,355,583.48	18,252,059.91	9,896,476.43	38	21,736,971.00	13,381,387.52	62
REVENUE OVER/(UNDER) EXPENDITURE	580,755.01	(867,991.47)	1,448,746.48	20,875,717.37	(11,071,522.31)	31,947,239.68		(12,766,820.00)	6,879,762.33	

Budget Variance Report

Fund: 03 - SANITARY LANDFILL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
CHARGES FOR SERVICES	116,607.95	111,098.14	5,509.81	1,045,494.76	775,044.30	270,450.46	109	960,000.00	85,494.76	-9
OTHER REVENUE	2,175.38	221.43	1,953.95	5,427.29	2,552.35	2,874.94	180	3,019.00	2,408.29	-80
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	118,783.33	111,319.57	7,463.76	1,050,922.05	777,596.65	273,325.40	109	963,019.00	87,903.05	-9
<u>EXPENSE SUMMARY</u>										
LANDFILL	84,667.83	66,631.34	(18,036.49)	692,893.43	770,294.40	77,400.97	77	903,558.00	(210,664.57)	23
TOTAL EXPENSE	84,667.83	66,631.34	(18,036.49)	692,893.43	770,294.40	77,400.97	77	903,558.00	210,664.57	23
REVENUE OVER/(UNDER) EXPENDITURE	34,115.50	44,688.23	(10,572.73)	358,028.62	7,302.25	350,726.37		59,461.00	(122,761.52)	

Budget Variance Report
Fund: 04 - AIRPORT FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	9,200.66	9,299.62	(98.96)	111,582.42	93,488.35	18,094.07	99	112,280.00	(697.58)	1
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	
TOTAL REVENUE	9,200.66	9,299.62	(98.96)	111,582.42	93,488.35	18,094.07	7	1,545,320.00	(1,433,737.58)	93
EXPENSE SUMMARY										
AIRPORT	3,033.93	136,292.02	133,258.09	57,367.05	1,368,723.20	1,311,356.15	3	1,641,308.00	(1,583,940.95)	97
TOTAL EXPENSE	3,033.93	136,292.02	133,258.09	57,367.05	1,368,723.20	1,311,356.15	3	1,641,308.00	1,583,940.95	97
REVENUE OVER/(UNDER) EXPENDITURE	6,166.73	(126,992.40)	133,159.13	54,215.37	(1,275,234.85)	1,329,450.22		(95,988.00)	(3,017,678.53)	

Budget Variance Report

Fund: 05 - STORM WATER DRAINAGE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
LICENSES AND PERMITS	2,006.75	2,083.33	(76.58)	3,829.04	20,833.30	(17,004.26)	15	25,000.00	(21,170.96)	85
INTERGOVERNMENTAL	0.00	69,072.75	(69,072.75)	1,016,222.95	690,727.50	325,495.45	123	828,873.00	187,349.95	-23
CHARGES FOR SERVICES	80,735.26	72,466.16	8,269.10	801,660.54	724,661.60	76,998.94	92	869,594.00	(67,933.46)	8
OTHER REVENUE	557.91	12.66	545.25	3,212,123.56	126.60	3,211,996.96	13,239	152.00	3,211,971.56	13,139
TOTAL REVENUE	83,299.92	143,634.90	(60,334.98)	5,033,836.09	1,436,349.00	3,597,487.09	292	1,723,619.00	3,310,217.09	-192
<u>EXPENSE SUMMARY</u>										
STORM WATER DRAINAGE	4,867.27	114,240.15	109,372.88	4,006,172.23	1,803,095.50	(2,203,076.73)	189	2,115,412.00	1,890,760.23	-89
TOTAL EXPENSE	4,867.27	114,240.15	109,372.88	4,006,172.23	1,803,095.50	(2,203,076.73)	189	2,115,412.00	(1,890,760.23)	-89
REVENUE OVER/(UNDER) EXPENDITURE	78,432.65	29,394.75	49,037.90	1,027,663.86	(366,746.50)	1,394,410.36		(391,793.00)	5,200,977.32	

Budget Variance Report

Fund: 07 - HOTEL OCCUPANCY TAX FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	96,469.84	60,763.14	35,706.70	526,968.38	408,982.66	117,985.72	90	584,261.00	(57,292.62)	10
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	15,462.15	22,480.15	(7,018.00)	46,257.15	67,933.30	(21,676.15)	66	69,600.00	(23,342.85)	34
OTHER REVENUE	2,527.05	6.47	2,520.58	3,938.79	158.85	3,779.94	2,176	181.00	3,757.79	-2,076
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	114,459.04	83,249.76	31,209.28	577,164.32	477,074.81	100,089.51	88	654,042.00	(76,877.68)	12
<u>EXPENSE SUMMARY</u>										
TOURISM	29,623.50	34,005.87	4,382.37	286,752.25	387,278.33	100,526.08	64	448,482.00	(161,729.75)	36
TOTAL EXPENSE	29,623.50	34,005.87	4,382.37	286,752.25	387,278.33	100,526.08	64	448,482.00	161,729.75	36
REVENUE OVER/(UNDER) EXPENDITURE	84,835.54	49,243.89	35,591.65	290,412.07	89,796.48	200,615.59		205,560.00	(238,607.43)	

Budget Variance Report

Fund: 08 - DEBT SERVICE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	1,356.73	2,382.42	(1,025.69)	232,947.08	269,724.48	(36,777.40)	86	271,045.00	(38,097.92)	14
OTHER REVENUE	69.06	0.56	68.50	219.12	20.17	198.95	1,043	21.00	198.12	-943
TRANSFER	0.00	171,825.00	(171,825.00)	0.00	343,650.00	(343,650.00)	0	343,650.00	(343,650.00)	100
TOTAL REVENUE	1,425.79	174,207.98	(172,782.19)	233,166.20	613,394.65	(380,228.45)	38	614,716.00	(381,549.80)	62
<u>EXPENSE SUMMARY</u>										
DEBT SERVICE	0.00	24.99	24.99	408,350.00	408,204.44	(145.56)	67	613,400.00	(205,050.00)	33
TOTAL EXPENSE	0.00	24.99	24.99	408,350.00	408,204.44	(145.56)	67	613,400.00	205,050.00	33
REVENUE OVER/(UNDER) EXPENDITURE	1,425.79	174,182.99	(172,757.20)	(175,183.80)	205,190.21	(380,374.01)		1,316.00	(586,599.80)	

Budget Variance Report

Fund: 10 - CAPITAL PROJECTS FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	0.00	416.66	(416.66)	3,712.20	4,166.60	(454.40)	74	5,000.00	(1,287.80)	26
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	7,445.80	(7,445.80)	0	8,935.00	(8,935.00)	100
OTHER REVENUE	10,271.29	11.13	10,260.16	2,100,490.18	364.18	2,100,126.00	5,839	392.00	2,100,098.18	15,739
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
TOTAL REVENUE	10,271.29	1,172.37	9,098.92	3,338,271.38	1,246,045.58	2,092,225.80	267	1,248,396.00	2,089,875.38	-167
EXPENSE SUMMARY										
STREET MAINTENANCE	525,209.84	859,114.07	333,904.23	3,438,031.52	8,591,140.70	5,153,109.18	33	10,309,369.00	(6,871,337.48)	67
PARKS & RECREATION	0.00	0.00	0.00	41,813.65	0.00	(41,813.65)		0.00	41,813.65	
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	
TOTAL EXPENSE	525,209.84	859,114.07	333,904.23	3,479,845.17	8,591,140.70	5,111,295.53	34	10,309,369.00	6,829,523.83	66
REVENUE OVER/(UNDER) EXPENDITURE	(514,938.55)	(857,941.70)	343,003.15	(141,573.79)	(7,345,095.12)	7,203,521.33		(9,060,973.00)	(4,739,648.45)	

Budget Variance Report

Fund: 11 - CHILD SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
FINES AND FORFEITURES	61.14	24.24	36.90	2,284.79	2,229.23	55.56	91	2,500.00	(215.21)	9
OTHER REVENUE	9.46	0.00	9.46	22.49	2.91	19.58	750	3.00	19.49	-650
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	70.60	24.24	46.36	2,307.28	2,232.14	75.14	92	2,503.00	(195.72)	8
<u>EXPENSE SUMMARY</u>										
CHILD SAFETY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
REVENUE OVER/(UNDER) EXPENDITURE	70.60	24.24	46.36	2,307.28	2,232.14	75.14		2,503.00	(195.72)	

Budget Variance Report

Fund: 12 - COURT TECHNOLOGY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
FINES AND FORFEITURES	346.46	243.05	103.41	6,522.99	3,702.87	2,820.12	147	4,450.00	2,072.99	-47
OTHER REVENUE	21.37	0.04	21.33	49.46	5.72	43.74	707	7.00	42.46	-607
TOTAL REVENUE	367.83	243.09	124.74	6,572.45	3,708.59	2,863.86	147	4,457.00	2,115.45	-47
EXPENSE SUMMARY										
COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
REVENUE OVER/(UNDER) EXPENDITURE	367.83	243.09	124.74	6,572.45	3,708.59	2,863.86		4,457.00	2,115.45	

Budget Variance Report

Fund: 13 - PUBLIC SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
FINES AND FORFEITURES	0.00	0.00	0.00	29,457.61	0.00	29,457.61		0.00	29,457.61	
INTERGOVERNMENTAL	0.00	0.00	0.00	2,778.50	3,200.00	(421.50)	87	3,200.00	(421.50)	13
OTHER REVENUE	134.46	0.56	133.90	302.26	19.40	282.86	1,439	21.00	281.26	-1,339
TOTAL REVENUE	134.46	0.56	133.90	32,538.37	3,219.40	29,318.97	1,010	3,221.00	29,317.37	-910
EXPENSE SUMMARY										
PUBLIC SAFETY	0.00	1,144.99	1,144.99	0.00	11,449.90	11,449.90	0	13,740.00	(13,740.00)	100
TOTAL EXPENSE	0.00	1,144.99	1,144.99	0.00	11,449.90	11,449.90	0	13,740.00	13,740.00	100
REVENUE OVER/(UNDER) EXPENDITURE	134.46	(1,144.43)	1,278.89	32,538.37	(8,230.50)	40,768.87		(10,519.00)	15,577.37	

Budget Variance Report

Fund: 20 - TAX INCREMENT FINANCING FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	21,791.19	8,377.00	13,414.19	88,468.99	14,002.00	74,466.99	517	17,127.00	71,341.99	-417
OTHER REVENUE	155.38	0.00	155.38	350.31	0.00	350.31		0.00	350.31	
TRANSFER	0.00	154,698.00	(154,698.00)	106,394.00	326,523.00	(220,129.00)	33	326,523.00	(220,129.00)	67
TOTAL REVENUE	21,946.57	163,075.00	(141,128.43)	195,213.30	340,525.00	(145,311.70)	57	343,650.00	(148,436.70)	43
<u>EXPENSE SUMMARY</u>										
TAX INCREMENT FINANCING	0.00	171,825.00	171,825.00	0.00	343,650.00	343,650.00	0	343,650.00	(343,650.00)	100
TOTAL EXPENSE	0.00	171,825.00	171,825.00	0.00	343,650.00	343,650.00	0	343,650.00	343,650.00	100
REVENUE OVER/(UNDER) EXPENDITURE	21,946.57	(8,750.00)	30,696.57	195,213.30	(3,125.00)	198,338.30		0.00	(492,086.70)	

Budget Variance Report

Fund: 79 - SEDA

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	58,475.84	49,591.71	8,884.13	577,576.03	505,248.88	72,327.15	95	608,487.00	(30,910.97)	5
INTERGOVERNMENTAL	0.00	0.00	0.00	33,000.00	0.00	33,000.00		0.00	33,000.00	
OTHER REVENUE	1,610.54	15.95	1,594.59	4,384.42	406.28	3,978.14	981	447.00	3,937.42	-881
TOTAL REVENUE	60,086.38	49,607.66	10,478.72	614,960.45	505,655.16	109,305.29	101	608,934.00	6,026.45	-1
<u>EXPENSE SUMMARY</u>										
SEDA	19,605.81	50,462.40	30,856.59	352,499.66	507,574.00	155,074.34	58	608,500.00	(256,000.34)	42
TOTAL EXPENSE	19,605.81	50,462.40	30,856.59	352,499.66	507,574.00	155,074.34	58	608,500.00	256,000.34	42
REVENUE OVER/(UNDER) EXPENDITURE	40,480.57	(854.74)	41,335.31	262,460.79	(1,918.84)	264,379.63		434.00	(249,973.89)	



City of Stephenville

Prior-Year Comparative Income Statement

Group Summary

For the Period Ending 07/31/2022

Categor...	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 01 - GENERAL FUND								
Revenue								
40 - TAXES	673,906.71	773,969.30	100,062.59	14.85%	13,580,344.81	14,575,577.87	995,233.06	7.33%
41 - LICENSES AND PERMITS	16,249.01	28,166.77	11,917.76	73.34%	328,607.27	429,111.17	100,503.90	30.58%
42 - FINES AND FORFEITURES	8,938.56	9,128.40	189.84	2.12%	87,571.39	145,969.99	58,398.60	66.69%
43 - INTERGOVERNMENTAL	375.94	58,287.62	57,911.68	15,404.50%	1,204,854.29	146,822.80	-1,058,031.49	-87.81%
44 - CHARGES FOR SERVICES	156,529.12	128,358.43	-28,170.69	-18.00%	876,850.30	906,340.32	29,490.02	3.36%
45 - OTHER REVENUE	20,048.68	48,290.84	28,242.16	140.87%	269,922.05	3,453,637.94	3,183,715.89	1,179.49%
49 - TRANSFER	0.00	0.00	0.00	0.00%	683,841.00	832,071.00	148,230.00	21.68%
Revenue Total:	876,048.02	1,046,201.36	170,153.34	19.42%	17,031,991.11	20,489,531.09	3,457,539.98	20.30%
Expense								
Department: 101 - CITY COUNCIL								
51 - PERSONNEL	1,937.70	1,937.70	0.00	0.00%	19,725.11	17,706.03	2,019.08	10.24%
52 - CONTRACTUAL	8,087.36	817.32	7,270.04	89.89%	168,933.31	37,417.92	131,515.39	77.85%
53 - GENERAL SERVICES	27.80	0.00	27.80	100.00%	3,047.95	491.73	2,556.22	83.87%
54 - MACHINE & EQUIPMENT MAI	925.00	0.00	925.00	100.00%	11,038.00	0.00	11,038.00	100.00%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	74,748.11	0.00	74,748.11	100.00%
Department 101 - CITY COUNCIL Total:	10,977.86	2,755.02	8,222.84	74.90%	277,492.48	55,615.68	221,876.80	79.96%
Department: 102 - CITY MANAGER								
51 - PERSONNEL	31,716.58	17,749.03	13,967.55	44.04%	332,729.41	480,437.61	-147,708.20	-44.39%
52 - CONTRACTUAL	3,036.71	441.20	2,595.51	85.47%	13,972.70	21,334.12	-7,361.42	-52.68%
53 - GENERAL SERVICES	158.33	0.00	158.33	100.00%	5,251.16	1,411.71	3,839.45	73.12%
Department 102 - CITY MANAGER Total:	34,911.62	18,190.23	16,721.39	47.90%	351,953.27	503,183.44	-151,230.17	-42.97%
Department: 103 - CITY SECRETARY								
51 - PERSONNEL	6,963.34	0.00	6,963.34	100.00%	71,789.83	70,642.50	1,147.33	1.60%
52 - CONTRACTUAL	645.86	10,655.94	-10,010.08	-1,549.88%	13,401.98	29,263.66	-15,861.68	-118.35%
53 - GENERAL SERVICES	219.64	25.25	194.39	88.50%	1,194.81	1,130.52	64.29	5.38%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	28,397.33	39,547.39	-11,150.06	-39.26%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	20,500.00	21,038.11	-538.11	-2.62%
Department 103 - CITY SECRETARY Total:	7,828.84	10,681.19	-2,852.35	-36.43%	135,283.95	161,622.18	-26,338.23	-19.47%
Department: 104 - EMERGENCY MANAGEMENT								
52 - CONTRACTUAL	170.46	265.90	-95.44	-55.99%	14,045.60	14,449.55	-403.95	-2.88%
54 - MACHINE & EQUIPMENT MAI	493.03	0.00	493.03	100.00%	2,038.03	0.00	2,038.03	100.00%
Department 104 - EMERGENCY MANAGEMENT Total:	663.49	265.90	397.59	59.92%	16,083.63	14,449.55	1,634.08	10.16%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Department: 105 - MUNICIPAL BUILDING								
51 - PERSONNEL	981.64	1,576.93	-595.29	-60.64%	10,542.25	17,236.15	-6,693.90	-63.50%
52 - CONTRACTUAL	2,294.66	1,820.27	474.39	20.67%	27,396.94	19,625.91	7,771.03	28.36%
53 - GENERAL SERVICES	660.63	458.78	201.85	30.55%	12,300.57	9,086.90	3,213.67	26.13%
54 - MACHINE & EQUIPMENT MAI	0.00	129.94	-129.94	0.00%	20,677.62	16,844.22	3,833.40	18.54%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	869.12	0.00	869.12	100.00%
Department 105 - MUNICIPAL BUILDING Total:	3,936.93	3,985.92	-48.99	-1.24%	71,786.50	62,793.18	8,993.32	12.53%
Department: 106 - MUNICIPAL SERVICES CTR								
51 - PERSONNEL	3,157.06	4,306.71	-1,149.65	-36.42%	24,126.29	45,575.71	-21,449.42	-88.90%
52 - CONTRACTUAL	1,504.41	1,816.56	-312.15	-20.75%	22,415.70	23,759.74	-1,344.04	-6.00%
53 - GENERAL SERVICES	11,137.71	16,438.33	-5,300.62	-47.59%	41,490.42	25,040.47	16,449.95	39.65%
54 - MACHINE & EQUIPMENT MAI	1,275.37	2,880.35	-1,604.98	-125.84%	4,006.74	5,213.55	-1,206.81	-30.12%
Department 106 - MUNICIPAL SERVICES CTR Total:	17,074.55	25,441.95	-8,367.40	-49.01%	92,039.15	99,589.47	-7,550.32	-8.20%
Department: 107 - HUMAN RESOURCES								
51 - PERSONNEL	6,206.56	6,338.46	-131.90	-2.13%	72,220.92	72,603.12	-382.20	-0.53%
52 - CONTRACTUAL	5,582.81	2,769.17	2,813.64	50.40%	61,903.39	70,942.06	-9,038.67	-14.60%
53 - GENERAL SERVICES	227.01	223.02	3.99	1.76%	2,395.31	516.06	1,879.25	78.46%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	14,999.00	0.00	14,999.00	100.00%
Department 107 - HUMAN RESOURCES Total:	12,016.38	9,330.65	2,685.73	22.35%	151,518.62	144,061.24	7,457.38	4.92%
Department: 108 - DOWNTOWN								
51 - PERSONNEL	3,515.90	5,635.62	-2,119.72	-60.29%	21,204.84	36,668.58	-15,463.74	-72.93%
52 - CONTRACTUAL	51.30	672.59	-621.29	-1,211.09%	1,750.24	20,209.46	-18,459.22	-1,054.67%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	2,161.47	5,808.68	-3,647.21	-168.74%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	25,127.19	-25,127.19	0.00%
Department 108 - DOWNTOWN Total:	3,567.20	6,308.21	-2,741.01	-76.84%	25,116.55	87,813.91	-62,697.36	-249.63%
Department: 201 - FINANCE								
51 - PERSONNEL	26,383.14	33,176.26	-6,793.12	-25.75%	279,432.60	293,962.71	-14,530.11	-5.20%
52 - CONTRACTUAL	9,431.16	4,707.50	4,723.66	50.09%	81,987.26	88,744.45	-6,757.19	-8.24%
53 - GENERAL SERVICES	27.49	669.36	-641.87	-2,334.92%	2,184.33	1,146.59	1,037.74	47.51%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	21,353.34	26,107.14	-4,753.80	-22.26%
56 - BANK CHARGES	1,433.72	125.00	1,308.72	91.28%	3,336.93	1,217.25	2,119.68	63.52%
Department 201 - FINANCE Total:	37,275.51	38,678.12	-1,402.61	-3.76%	388,294.46	411,178.14	-22,883.68	-5.89%
Department: 203 - INFORMATION TECHNOLOGY								
51 - PERSONNEL	14,483.10	20,467.02	-5,983.92	-41.32%	162,749.68	203,136.20	-40,386.52	-24.82%
52 - CONTRACTUAL	22,191.83	66.53	22,125.30	99.70%	22,809.04	3,895.00	18,914.04	82.92%
53 - GENERAL SERVICES	269.71	1,713.41	-1,443.70	-535.28%	6,353.13	26,770.99	-20,417.86	-321.38%
54 - MACHINE & EQUIPMENT MAI	39,037.85	0.00	39,037.85	100.00%	86,017.32	106,994.93	-20,977.61	-24.39%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	19,454.60	-19,454.60	0.00%
Department 203 - INFORMATION TECHNOLOGY Total:	75,982.49	22,246.96	53,735.53	70.72%	277,929.17	360,251.72	-82,322.55	-29.62%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Department: 204 - TAX								
52 - CONTRACTUAL	104.80	72.80	32.00	30.53%	166,587.68	173,167.84	-6,580.16	-3.95%
Department 204 - TAX Total:	104.80	72.80	32.00	30.53%	166,587.68	173,167.84	-6,580.16	-3.95%
Department: 301 - LEGAL COUNSEL								
51 - PERSONNEL	6,992.55	9,995.16	-3,002.61	-42.94%	79,038.05	84,347.21	-5,309.16	-6.72%
52 - CONTRACTUAL	948.75	0.00	948.75	100.00%	3,505.54	21,923.24	-18,417.70	-525.39%
Department 301 - LEGAL COUNSEL Total:	7,941.30	9,995.16	-2,053.86	-25.86%	82,543.59	106,270.45	-23,726.86	-28.74%
Department: 302 - MUNICIPAL COURT								
51 - PERSONNEL	5,872.39	5,523.24	349.15	5.95%	44,801.77	58,119.03	-13,317.26	-29.72%
52 - CONTRACTUAL	4,135.47	2,576.15	1,559.32	37.71%	38,533.51	35,219.25	3,314.26	8.60%
53 - GENERAL SERVICES	255.43	701.78	-446.35	-174.74%	3,143.33	5,446.88	-2,303.55	-73.28%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	4,387.50	4,531.88	-144.38	-3.29%
Department 302 - MUNICIPAL COURT Total:	10,263.29	8,801.17	1,462.12	14.25%	90,866.11	103,317.04	-12,450.93	-13.70%
Department: 402 - STREET MAINTENANCE								
51 - PERSONNEL	27,522.01	30,869.18	-3,347.17	-12.16%	321,497.84	309,634.70	11,863.14	3.69%
52 - CONTRACTUAL	16,334.51	17,065.44	-730.93	-4.47%	185,759.99	180,209.50	5,550.49	2.99%
53 - GENERAL SERVICES	968.32	2,769.06	-1,800.74	-185.97%	15,514.82	27,777.73	-12,262.91	-79.04%
54 - MACHINE & EQUIPMENT MAI	6,999.20	5,323.56	1,675.64	23.94%	83,836.12	60,144.36	23,691.76	28.26%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	43,847.00	59,306.43	-15,459.43	-35.26%
Department 402 - STREET MAINTENANCE Total:	51,824.04	56,027.24	-4,203.20	-8.11%	650,455.77	637,072.72	13,383.05	2.06%
Department: 501 - PARKS & RECREATION								
51 - PERSONNEL	78,791.94	66,323.51	12,468.43	15.82%	697,216.46	718,768.32	-21,551.86	-3.09%
52 - CONTRACTUAL	65,576.05	38,295.01	27,281.04	41.60%	439,685.40	319,729.89	119,955.51	27.28%
53 - GENERAL SERVICES	9,360.52	21,863.93	-12,503.41	-133.58%	111,477.50	120,535.03	-9,057.53	-8.12%
54 - MACHINE & EQUIPMENT MAI	6,451.44	14,276.89	-7,825.45	-121.30%	62,475.87	96,869.63	-34,393.76	-55.05%
55 - CAPITAL OUTLAY	2,593.37	8,494.99	-5,901.62	-227.57%	618,424.63	287,914.11	330,510.52	53.44%
56 - BANK CHARGES	19.15	0.00	19.15	100.00%	19.15	1.08	18.07	94.36%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	0.00	52,039.40	-52,039.40	0.00%
Department 501 - PARKS & RECREATION Total:	162,792.47	149,254.33	13,538.14	8.32%	1,929,299.01	1,595,857.46	333,441.55	17.28%
Department: 504 - LIBRARY								
51 - PERSONNEL	8,496.02	14,730.28	-6,234.26	-73.38%	136,008.48	153,423.94	-17,415.46	-12.80%
52 - CONTRACTUAL	1,871.92	1,863.58	8.34	0.45%	11,817.02	15,336.65	-3,519.63	-29.78%
53 - GENERAL SERVICES	1,845.55	2,448.39	-602.84	-32.66%	11,577.92	13,512.12	-1,934.20	-16.71%
54 - MACHINE & EQUIPMENT MAI	545.00	56.16	488.84	89.70%	6,737.31	8,797.69	-2,060.38	-30.58%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	13,321.81	-13,321.81	0.00%
Department 504 - LIBRARY Total:	12,758.49	19,098.41	-6,339.92	-49.69%	166,140.73	204,392.21	-38,251.48	-23.02%
Department: 506 - SENIOR CENTER								
51 - PERSONNEL	4,863.30	5,882.52	-1,019.22	-20.96%	52,767.12	59,061.33	-6,294.21	-11.93%
52 - CONTRACTUAL	2,173.64	2,287.71	-114.07	-5.25%	13,955.07	30,266.11	-16,311.04	-116.88%
53 - GENERAL SERVICES	623.79	639.85	-16.06	-2.57%	11,269.77	9,205.75	2,064.02	18.31%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	July Variance				YTD Variance			
	2020-2021 July Activity	2021-2022 July Activity	Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	Favorable / (Unfavorable)	Variance %
54 - MACHINE & EQUIPMENT MAI	742.59	2,505.14	-1,762.55	-237.35%	7,982.97	4,282.30	3,700.67	46.36%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	214,700.00	-214,700.00	0.00%
Department 506 - SENIOR CENTER Total:	8,403.32	11,315.22	-2,911.90	-34.65%	85,974.93	317,515.49	-231,540.56	-269.31%
Department: 507 - AQUATIC CENTER								
51 - PERSONNEL	46,948.72	33,368.58	13,580.14	28.93%	80,912.36	54,386.73	26,525.63	32.78%
52 - CONTRACTUAL	2,462.20	6,746.45	-4,284.25	-174.00%	26,853.45	28,010.51	-1,157.06	-4.31%
53 - GENERAL SERVICES	11,001.45	3,486.62	7,514.83	68.31%	32,961.64	19,227.75	13,733.89	41.67%
54 - MACHINE & EQUIPMENT MAI	452.31	23,902.00	-23,449.69	-5,184.43%	26,790.97	346,797.21	-320,006.24	-1,194.46%
Department 507 - AQUATIC CENTER Total:	60,864.68	67,503.65	-6,638.97	-10.91%	167,518.42	448,422.20	-280,903.78	-167.69%
Department: 601 - FIRE DEPARTMENT								
51 - PERSONNEL	214,808.27	252,423.29	-37,615.02	-17.51%	2,402,653.74	2,673,666.36	-271,012.62	-11.28%
52 - CONTRACTUAL	8,011.99	18,450.79	-10,438.80	-130.29%	96,102.86	215,643.82	-119,540.96	-124.39%
53 - GENERAL SERVICES	15,785.43	12,652.97	3,132.46	19.84%	234,788.26	135,470.82	99,317.44	42.30%
54 - MACHINE & EQUIPMENT MAI	6,306.41	9,316.55	-3,010.14	-47.73%	79,806.28	86,809.03	-7,002.75	-8.77%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	20,462.11	316,796.18	-296,334.07	-1,448.21%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.42	1.03	-0.61	-145.24%
57 - DEBT SERVICE	0.00	31,040.39	-31,040.39	0.00%	232,124.01	168,976.30	63,147.71	27.20%
Department 601 - FIRE DEPARTMENT Total:	244,912.10	323,883.99	-78,971.89	-32.24%	3,065,937.68	3,597,363.54	-531,425.86	-17.33%
Department: 701 - POLICE DEPARTMENT								
51 - PERSONNEL	289,799.47	341,250.00	-51,450.53	-17.75%	3,375,752.95	3,552,481.10	-176,728.15	-5.24%
52 - CONTRACTUAL	11,826.00	28,173.43	-16,347.43	-138.23%	555,248.44	292,756.45	262,491.99	47.27%
53 - GENERAL SERVICES	9,468.24	18,859.39	-9,391.15	-99.19%	143,708.25	169,144.91	-25,436.66	-17.70%
54 - MACHINE & EQUIPMENT MAI	52,743.72	59,373.47	-6,629.75	-12.57%	176,361.58	195,888.19	-19,526.61	-11.07%
55 - CAPITAL OUTLAY	0.00	163.53	-163.53	0.00%	226,933.57	792,894.58	-565,961.01	-249.40%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.07	0.00	0.07	100.00%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	87,349.15	366,690.71	-279,341.56	-319.80%
Department 701 - POLICE DEPARTMENT Total:	363,837.43	447,819.82	-83,982.39	-23.08%	4,565,354.01	5,369,855.94	-804,501.93	-17.62%
Department: 801 - DEVELOPMENT SERVICES								
51 - PERSONNEL	28,862.62	29,518.90	-656.28	-2.27%	304,646.16	301,043.20	3,602.96	1.18%
52 - CONTRACTUAL	17,581.48	6,850.92	10,730.56	61.03%	81,829.91	59,230.83	22,599.08	27.62%
53 - GENERAL SERVICES	2,310.53	1,347.19	963.34	41.69%	7,949.01	11,721.25	-3,772.24	-47.46%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	11,537.80	10,890.40	647.40	5.61%
55 - CAPITAL OUTLAY	-900.00	0.00	-900.00	-100.00%	0.00	0.00	0.00	0.00%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	7,209.48	0.00	7,209.48	100.00%
Department 801 - DEVELOPMENT SERVICES Total:	47,854.63	37,717.01	10,137.62	21.18%	413,172.36	382,885.68	30,286.68	7.33%
Department: 900 - TRANSFERS								
59 - TRANSFER	171,825.00	0.00	171,825.00	100.00%	1,299,390.00	1,321,768.00	-22,378.00	-1.72%

Prior-Year Comparative Income Statement

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Categor...	2020-2021		2021-2022		July Variance		YTD Variance	
	July Activity	July Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Department 900 - TRANSFERS Total:	171,825.00	0.00	171,825.00	100.00%	1,299,390.00	1,321,768.00	-22,378.00	-1.72%
Expense Total:	1,347,616.42	1,269,372.95	78,243.47	5.81%	14,470,738.07	16,158,447.08	-1,687,709.01	-11.66%
Total Revenues	876,048.02	1,046,201.36	170,153.34	19.42%	17,031,991.11	20,489,531.09	3,457,539.98	20.30%
Fund 01 Surplus (Deficit):	-471,568.40	-223,171.59	248,396.81	52.67%	2,561,253.04	4,331,084.01	1,769,830.97	69.10%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	2020-2021				2021-2022			
	July Activity	July Activity	July Variance Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 02 - WATER AND WASTEWATER FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	200.44	200.44	0.00%	345.73	382.44	36.71	10.62%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	0.00	5,202.37	5,202.37	0.00%
44 - CHARGES FOR SERVICES	731,762.98	1,043,612.67	311,849.69	42.62%	7,093,550.06	8,668,849.51	1,575,299.45	22.21%
45 - OTHER REVENUE	170.36	53,371.58	53,201.22	31,228.70%	21,952.81	20,556,866.53	20,534,913.72	93,541.16%
49 - TRANSFER	0.00	0.00	0.00	0.00%	34,753.00	0.00	-34,753.00	-100.00%
Revenue Total:	731,933.34	1,097,184.69	365,251.35	49.90%	7,150,601.60	29,231,300.85	22,080,699.25	308.79%
Expense								
Department: 000 - UTILITIES ADMINISTRATION								
51 - PERSONNEL	22,985.96	52,989.71	-30,003.75	-130.53%	207,377.44	396,327.99	-188,950.55	-91.11%
52 - CONTRACTUAL	22,855.72	815.31	22,040.41	96.43%	77,923.71	40,605.61	37,318.10	47.89%
53 - GENERAL SERVICES	25.46	0.00	25.46	100.00%	4,709.49	1,501.74	3,207.75	68.11%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	110.00	0.00	110.00	100.00%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	393,366.00	-393,366.00	0.00%
Department 000 - UTILITIES ADMINISTRATION Total:	45,867.14	53,805.02	-7,937.88	-17.31%	290,120.64	831,801.34	-541,680.70	-186.71%
Department: 001 - WATER PRODUCTION								
51 - PERSONNEL	18,512.42	19,835.07	-1,322.65	-7.14%	190,798.51	199,511.62	-8,713.11	-4.57%
52 - CONTRACTUAL	38,761.20	44,120.76	-5,359.56	-13.83%	459,498.96	512,894.27	-53,395.31	-11.62%
53 - GENERAL SERVICES	315.84	974.17	-658.33	-208.44%	5,646.63	9,110.47	-3,463.84	-61.34%
54 - MACHINE & EQUIPMENT MAI	12,444.52	2,245.47	10,199.05	81.96%	203,465.12	138,567.89	64,897.23	31.90%
55 - CAPITAL OUTLAY	52,675.00	287.94	52,387.06	99.45%	237,545.00	346,956.94	-109,411.94	-46.06%
Department 001 - WATER PRODUCTION Total:	122,708.98	67,463.41	55,245.57	45.02%	1,096,954.22	1,207,041.19	-110,086.97	-10.04%
Department: 002 - WATER DISTRIBUTION								
51 - PERSONNEL	15,344.08	6,952.97	8,391.11	54.69%	163,253.46	96,094.99	67,158.47	41.14%
52 - CONTRACTUAL	10,148.65	11,823.93	-1,675.28	-16.51%	117,970.26	167,252.15	-49,281.89	-41.77%
53 - GENERAL SERVICES	1,107.28	2,273.59	-1,166.31	-105.33%	20,630.01	35,746.60	-15,116.59	-73.27%
54 - MACHINE & EQUIPMENT MAI	6,034.18	1,240.89	4,793.29	79.44%	79,509.93	255,589.95	-176,080.02	-221.46%
55 - CAPITAL OUTLAY	97,348.00	133,327.78	-35,979.78	-36.96%	485,302.98	767,254.54	-281,951.56	-58.10%
Department 002 - WATER DISTRIBUTION Total:	129,982.19	155,619.16	-25,636.97	-19.72%	866,666.64	1,321,938.23	-455,271.59	-52.53%
Department: 003 - CUSTOMER SERVICE								
51 - PERSONNEL	12,422.61	11,978.46	444.15	3.58%	142,666.45	140,989.07	1,677.38	1.18%
52 - CONTRACTUAL	-4.88	3,665.07	-3,669.95	-75,203.89%	4,241.14	30,528.75	-26,287.61	-619.82%
53 - GENERAL SERVICES	448.17	1,016.42	-568.25	-126.79%	5,139.15	8,613.75	-3,474.60	-67.61%
54 - MACHINE & EQUIPMENT MAI	2,765.75	-1,155.66	3,921.41	141.78%	53,221.99	52,869.38	352.61	0.66%
Department 003 - CUSTOMER SERVICE Total:	15,631.65	15,504.29	127.36	0.81%	205,268.73	233,000.95	-27,732.22	-13.51%
Department: 011 - WASTEWATER COLLECTION								
51 - PERSONNEL	17,647.67	22,133.64	-4,485.97	-25.42%	160,599.26	216,246.77	-55,647.51	-34.65%
52 - CONTRACTUAL	161.06	146.60	14.46	8.98%	45,410.54	47,096.50	-1,685.96	-3.71%
53 - GENERAL SERVICES	1,079.02	2,385.00	-1,305.98	-121.03%	11,140.61	15,351.38	-4,210.77	-37.80%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	July Variance				YTD Variance			
	2020-2021 July Activity	2021-2022 July Activity	Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	Favorable / (Unfavorable)	Variance %
54 - MACHINE & EQUIPMENT MAI	2,622.38	126.79	2,495.59	95.17%	27,404.67	47,988.61	-20,583.94	-75.11%
55 - CAPITAL OUTLAY	2,509.71	20,417.86	-17,908.15	-713.55%	201,527.73	88,677.36	112,850.37	56.00%
Department 011 - WASTEWATER COLLECTION Total:	24,019.84	45,209.89	-21,190.05	-88.22%	446,082.81	415,360.62	30,722.19	6.89%
Department: 012 - WASTEWATER TREATMENT								
52 - CONTRACTUAL	77,286.36	80,109.32	-2,822.96	-3.65%	796,972.81	815,175.18	-18,202.37	-2.28%
54 - MACHINE & EQUIPMENT MAI	0.00	2,545.25	-2,545.25	0.00%	19,278.00	72,281.31	-53,003.31	-274.94%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	42,885.71	-42,885.71	0.00%
Department 012 - WASTEWATER TREATMENT Total:	77,286.36	82,654.57	-5,368.21	-6.95%	816,250.81	930,342.20	-114,091.39	-13.98%
Department: 020 - BILLING & COLLECTION								
51 - PERSONNEL	7,012.88	6,893.32	119.56	1.70%	96,678.89	70,730.22	25,948.67	26.84%
52 - CONTRACTUAL	5,159.35	4,438.18	721.17	13.98%	70,618.80	69,357.67	1,261.13	1.79%
53 - GENERAL SERVICES	9,033.38	13,458.08	-4,424.70	-48.98%	100,035.36	149,099.10	-49,063.74	-49.05%
54 - MACHINE & EQUIPMENT MAI	0.00	265.00	-265.00	0.00%	24,536.01	33,034.44	-8,498.43	-34.64%
Department 020 - BILLING & COLLECTION Total:	21,205.61	25,054.58	-3,848.97	-18.15%	291,869.06	322,221.43	-30,352.37	-10.40%
Department: 901 - NON-DEPARTMENTAL								
56 - BANK CHARGES	280.16	275.00	5.16	1.84%	282.56	418,542.87	-418,260.31	-148,025.31%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	1,300,883.00	1,310,023.25	-9,140.25	-0.70%
59 - TRANSFER	36,662.77	70,843.76	-34,180.99	-93.23%	854,273.50	1,365,311.40	-511,037.90	-59.82%
Department 901 - NON-DEPARTMENTAL Total:	36,942.93	71,118.76	-34,175.83	-92.51%	2,155,439.06	3,093,877.52	-938,438.46	-43.54%
Expense Total:	473,644.70	516,429.68	-42,784.98	-9.03%	6,168,651.97	8,355,583.48	-2,186,931.51	-35.45%
Total Revenues	731,933.34	1,097,184.69	365,251.35	49.90%	7,150,601.60	29,231,300.85	22,080,699.25	308.79%
Fund 02 Surplus (Deficit):	258,288.64	580,755.01	322,466.37	124.85%	981,949.63	20,875,717.37	19,893,767.74	2,025.95%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...					For the Period Ending 07			
	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 03 - SANITARY LANDFILL FUND								
Revenue								
44 - CHARGES FOR SERVICES	118,545.70	116,607.95	-1,937.75	-1.63%	827,000.05	1,045,494.76	218,494.71	26.42%
45 - OTHER REVENUE	6,139.36	2,175.38	-3,963.98	-64.57%	7,039.12	5,427.29	-1,611.83	-22.90%
Revenue Total:	124,685.06	118,783.33	-5,901.73	-4.73%	834,039.17	1,050,922.05	216,882.88	26.00%
Expense								
Department: 030 - LANDFILL								
51 - PERSONNEL	16,456.35	17,374.62	-918.27	-5.58%	179,767.26	186,139.38	-6,372.12	-3.54%
52 - CONTRACTUAL	4,039.83	23,975.81	-19,935.98	-493.49%	32,524.30	84,106.03	-51,581.73	-158.59%
53 - GENERAL SERVICES	6,135.87	10,514.94	-4,379.07	-71.37%	47,639.24	81,827.39	-34,188.15	-71.76%
54 - MACHINE & EQUIPMENT MAI	2,157.51	20,544.05	-18,386.54	-852.21%	86,687.29	96,323.18	-9,635.89	-11.12%
55 - CAPITAL OUTLAY	0.00	12,258.41	-12,258.41	0.00%	0.00	162,947.72	-162,947.72	0.00%
56 - BANK CHARGES	1.40	0.00	1.40	100.00%	1.40	10.73	-9.33	-666.43%
59 - TRANSFER	0.00	0.00	0.00	0.00%	28,763.00	81,539.00	-52,776.00	-183.49%
Department 030 - LANDFILL Total:	28,790.96	84,667.83	-55,876.87	-194.08%	375,382.49	692,893.43	-317,510.94	-84.58%
Expense Total:	28,790.96	84,667.83	-55,876.87	-194.08%	375,382.49	692,893.43	-317,510.94	-84.58%
Total Revenues	124,685.06	118,783.33	-5,901.73	-4.73%	834,039.17	1,050,922.05	216,882.88	26.00%
Fund 03 Surplus (Deficit):	95,894.10	34,115.50	-61,778.60	-64.42%	458,656.68	358,028.62	-100,628.06	-21.94%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 04 - AIRPORT FUND								
Revenue								
44 - CHARGES FOR SERVICES	9,351.07	9,200.66	-150.41	-1.61%	93,247.17	111,582.42	18,335.25	19.66%
49 - TRANSFER	0.00	0.00	0.00	0.00%	160,000.00	0.00	-160,000.00	-100.00%
Revenue Total:	9,351.07	9,200.66	-150.41	-1.61%	253,247.17	111,582.42	-141,664.75	-55.94%
Expense								
Department: 040 - AIRPORT								
51 - PERSONNEL	177.14	397.17	-220.03	-124.21%	4,507.16	3,466.55	1,040.61	23.09%
52 - CONTRACTUAL	1,869.74	2,636.76	-767.02	-41.02%	34,768.53	40,068.91	-5,300.38	-15.24%
53 - GENERAL SERVICES	123.14	0.00	123.14	100.00%	194.14	34.80	159.34	82.07%
54 - MACHINE & EQUIPMENT MAI	2,700.00	0.00	2,700.00	100.00%	12,015.68	13,796.79	-1,781.11	-14.82%
Department 040 - AIRPORT Total:	4,870.02	3,033.93	1,836.09	37.70%	51,485.51	57,367.05	-5,881.54	-11.42%
Expense Total:	4,870.02	3,033.93	1,836.09	37.70%	51,485.51	57,367.05	-5,881.54	-11.42%
Total Revenues	9,351.07	9,200.66	-150.41	-1.61%	253,247.17	111,582.42	-141,664.75	-55.94%
Fund 04 Surplus (Deficit):	4,481.05	6,166.73	1,685.68	37.62%	201,761.66	54,215.37	-147,546.29	-73.13%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...					For the Period Ending 07			
	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 05 - STORM WATER DRAINAGE FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	2,006.75	2,006.75	0.00%	1,450.18	3,829.04	2,378.86	164.04%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	420,043.65	1,016,222.95	596,179.30	141.93%
44 - CHARGES FOR SERVICES	82,193.09	80,735.26	-1,457.83	-1.77%	579,557.96	801,660.54	222,102.58	38.32%
45 - OTHER REVENUE	4.89	557.91	553.02	11,309.20%	386.80	3,212,123.56	3,211,736.76	830,335.25%
Revenue Total:	82,197.98	83,299.92	1,101.94	1.34%	1,001,438.59	5,033,836.09	4,032,397.50	402.66%
Expense								
Department: 050 - STORM WATER DRAINAGE								
52 - CONTRACTUAL	1,173.04	1,501.27	-328.23	-27.98%	23,236.50	264,392.62	-241,156.12	-1,037.83%
54 - MACHINE & EQUIPMENT MAI	0.00	3,366.00	-3,366.00	0.00%	0.00	3,366.00	-3,366.00	0.00%
55 - CAPITAL OUTLAY	131,094.84	0.00	131,094.84	100.00%	1,247,667.95	112,420.00	1,135,247.95	90.99%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	447.50	84,918.72	-84,471.22	-18,876.25%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	409,990.00	3,541,074.89	-3,131,084.89	-763.70%
59 - TRANSFER	0.00	0.00	0.00	0.00%	199,008.00	0.00	199,008.00	100.00%
Department 050 - STORM WATER DRAINAGE Total:	132,267.88	4,867.27	127,400.61	96.32%	1,880,349.95	4,006,172.23	-2,125,822.28	-113.05%
Expense Total:	132,267.88	4,867.27	127,400.61	96.32%	1,880,349.95	4,006,172.23	-2,125,822.28	-113.05%
Total Revenues	82,197.98	83,299.92	1,101.94	1.34%	1,001,438.59	5,033,836.09	4,032,397.50	402.66%
Fund 05 Surplus (Deficit):	-50,069.90	78,432.65	128,502.55	256.65%	-878,911.36	1,027,663.86	1,906,575.22	216.92%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 07 - HOTEL OCCUPANCY TAX FUND								
Revenue								
40 - TAXES	70,515.17	96,469.84	25,954.67	36.81%	403,162.78	526,968.38	123,805.60	30.71%
44 - CHARGES FOR SERVICES	18,475.00	15,462.15	-3,012.85	-16.31%	50,867.10	46,257.15	-4,609.95	-9.06%
45 - OTHER REVENUE	5.46	2,527.05	2,521.59	46,182.97%	133.95	3,938.79	3,804.84	2,840.49%
Revenue Total:	88,995.63	114,459.04	25,463.41	28.61%	454,163.83	577,164.32	123,000.49	27.08%
Expense								
Department: 070 - TOURISM								
51 - PERSONNEL	5,994.72	5,037.62	957.10	15.97%	63,722.86	56,788.94	6,933.92	10.88%
52 - CONTRACTUAL	2,328.16	6,822.94	-4,494.78	-193.06%	159,711.98	79,609.56	80,102.42	50.15%
53 - GENERAL SERVICES	219.40	2,261.94	-2,042.54	-930.97%	2,466.02	2,703.92	-237.90	-9.65%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	13,482.97	-13,482.97	0.00%
58 - GRANT DISBURSEMENTS	7,664.60	15,501.00	-7,836.40	-102.24%	170,948.08	134,166.86	36,781.22	21.52%
Department 070 - TOURISM Total:	16,206.88	29,623.50	-13,416.62	-82.78%	396,848.94	286,752.25	110,096.69	27.74%
Expense Total:	16,206.88	29,623.50	-13,416.62	-82.78%	396,848.94	286,752.25	110,096.69	27.74%
Total Revenues	88,995.63	114,459.04	25,463.41	28.61%	454,163.83	577,164.32	123,000.49	27.08%
Fund 07 Surplus (Deficit):	72,788.75	84,835.54	12,046.79	16.55%	57,314.89	290,412.07	233,097.18	406.70%

Prior-Year Comparative Income Statement

For the Period Ending 07

Item 19.

Categor...	2020-2021				2021-2022			
	July Activity	July Activity	July Variance Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 08 - DEBT SERVICE FUND								
Revenue								
40 - TAXES	1,484.41	1,356.73	-127.68	-8.60%	268,685.95	232,947.08	-35,738.87	-13.30%
45 - OTHER REVENUE	2.34	69.06	66.72	2,851.28%	83.30	219.12	135.82	163.05%
49 - TRANSFER	171,825.00	0.00	-171,825.00	-100.00%	171,825.00	0.00	-171,825.00	-100.00%
Revenue Total:	173,311.75	1,425.79	-171,885.96	-99.18%	440,594.25	233,166.20	-207,428.05	-47.08%
Expense								
Department: 080 - DEBT SERVICE								
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	300.00	300.00	0.00	0.00%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	400,900.00	408,050.00	-7,150.00	-1.78%
Department 080 - DEBT SERVICE Total:	0.00	0.00	0.00	0.00%	401,200.00	408,350.00	-7,150.00	-1.78%
Expense Total:	0.00	0.00	0.00	0.00%	401,200.00	408,350.00	-7,150.00	-1.78%
Total Revenues	173,311.75	1,425.79	-171,885.96	-99.18%	440,594.25	233,166.20	-207,428.05	-47.08%
Fund 08 Surplus (Deficit):	173,311.75	1,425.79	-171,885.96	-99.18%	39,394.25	-175,183.80	-214,578.05	-544.69%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 10 - CAPITAL PROJECTS FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	2,506.25	3,712.20	1,205.95	48.12%
45 - OTHER REVENUE	183.05	10,271.29	10,088.24	5,511.19%	26,349.69	2,100,490.18	2,074,140.49	7,871.59%
49 - TRANSFER	0.00	0.00	0.00	0.00%	967,565.00	1,234,069.00	266,504.00	27.54%
Revenue Total:	183.05	10,271.29	10,088.24	5,511.19%	996,420.94	3,338,271.38	2,341,850.44	235.03%
Expense								
Department: 402 - STREET MAINTENANCE								
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	444.00	0.00	444.00	100.00%
55 - CAPITAL OUTLAY	150,919.86	525,209.84	-374,289.98	-248.01%	3,367,712.18	3,438,031.52	-70,319.34	-2.09%
Department 402 - STREET MAINTENANCE Total:	150,919.86	525,209.84	-374,289.98	-248.01%	3,368,156.18	3,438,031.52	-69,875.34	-2.07%
Department: 501 - PARKS & RECREATION								
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.00	41,813.65	-41,813.65	0.00%
Department 501 - PARKS & RECREATION Total:	0.00	0.00	0.00	0.00%	0.00	41,813.65	-41,813.65	0.00%
Expense Total:	150,919.86	525,209.84	-374,289.98	-248.01%	3,368,156.18	3,479,845.17	-111,688.99	-3.32%
Total Revenues	183.05	10,271.29	10,088.24	5,511.19%	996,420.94	3,338,271.38	2,341,850.44	235.03%
Fund 10 Surplus (Deficit):	-150,736.81	-514,938.55	-364,201.74	-241.61%	-2,371,735.24	-141,573.79	2,230,161.45	94.03%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 11 - CHILD SAFETY FUND								
Revenue								
42 - FINES AND FORFEITURES	18.40	61.14	42.74	232.28%	1,691.71	2,284.79	593.08	35.06%
45 - OTHER REVENUE	0.00	9.46	9.46	0.00%	1.39	22.49	21.10	1,517.99%
Revenue Total:	18.40	70.60	52.20	283.70%	1,693.10	2,307.28	614.18	36.28%
Total Revenues	18.40	70.60	52.20	283.70%	1,693.10	2,307.28	614.18	36.28%
Fund 11 Total:	18.40	70.60	52.20	283.70%	1,693.10	2,307.28	614.18	36.28%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 12 - COURT TECHNOLOGY FUND								
Revenue								
42 - FINES AND FORFEITURES	233.04	346.46	113.42	48.67%	3,551.10	6,522.99	2,971.89	83.69%
45 - OTHER REVENUE	0.02	21.37	21.35	106,750.00%	2.64	49.46	46.82	1,773.48%
Revenue Total:	233.06	367.83	134.77	57.83%	3,553.74	6,572.45	3,018.71	84.94%
Total Revenues	233.06	367.83	134.77	57.83%	3,553.74	6,572.45	3,018.71	84.94%
Fund 12 Total:	233.06	367.83	134.77	57.83%	3,553.74	6,572.45	3,018.71	84.94%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...	July Variance				YTD Variance			
	2020-2021 July Activity	2021-2022 July Activity	Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 13 - PUBLIC SAFETY FUND								
Revenue								
42 - FINES AND FORFEITURES	1,471.29	0.00	-1,471.29	-100.00%	12,006.75	29,457.61	17,450.86	145.34%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	3,206.87	2,778.50	-428.37	-13.36%
45 - OTHER REVENUE	0.94	134.46	133.52	14,204.26%	32.34	302.26	269.92	834.63%
Revenue Total:	1,472.23	134.46	-1,337.77	-90.87%	15,245.96	32,538.37	17,292.41	113.42%
Expense								
Department: 130 - PUBLIC SAFETY								
52 - CONTRACTUAL	0.00	0.00	0.00	0.00%	391.30	0.00	391.30	100.00%
Department 130 - PUBLIC SAFETY Total:	0.00	0.00	0.00	0.00%	391.30	0.00	391.30	100.00%
Expense Total:	0.00	0.00	0.00	0.00%	391.30	0.00	391.30	100.00%
Total Revenues	1,472.23	134.46	-1,337.77	-90.87%	15,245.96	32,538.37	17,292.41	113.42%
Fund 13 Surplus (Deficit):	1,472.23	134.46	-1,337.77	-90.87%	14,854.66	32,538.37	17,683.71	119.04%

Prior-Year Comparative Income Statement

For the Period Ending 07

Item 19.

Categor...	2020-2021				2021-2022			
	July Activity	July Activity	July Variance Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 20 - TAX INCREMENT FINANCING FUND								
Revenue								
40 - TAXES	3,788.79	21,791.19	18,002.40	475.15%	3,788.79	88,468.99	84,680.20	2,235.02%
45 - OTHER REVENUE	0.00	155.38	155.38	0.00%	0.00	350.31	350.31	0.00%
49 - TRANSFER	171,825.00	0.00	-171,825.00	-100.00%	171,825.00	106,394.00	-65,431.00	-38.08%
Revenue Total:	175,613.79	21,946.57	-153,667.22	-87.50%	175,613.79	195,213.30	19,599.51	11.16%
Expense								
Department: 205 - TAX INCREMENT FINANCING								
59 - TRANSFER	171,825.00	0.00	171,825.00	100.00%	171,825.00	0.00	171,825.00	100.00%
Department 205 - TAX INCREMENT FINANCING Total:	171,825.00	0.00	171,825.00	100.00%	171,825.00	0.00	171,825.00	100.00%
Expense Total:	171,825.00	0.00	171,825.00	100.00%	171,825.00	0.00	171,825.00	100.00%
Total Revenues	175,613.79	21,946.57	-153,667.22	-87.50%	175,613.79	195,213.30	19,599.51	11.16%
Fund 20 Surplus (Deficit):	3,788.79	21,946.57	18,157.78	479.25%	3,788.79	195,213.30	191,424.51	5,052.39%

Prior-Year Comparative Income Statement

For the Period Ending 07 Item 19.

Categor...					For the Period Ending 07			
	2020-2021 July Activity	2021-2022 July Activity	July Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 79 - SEDA								
Revenue								
40 - TAXES	51,140.91	58,475.84	7,334.93	14.34%	521,032.36	577,576.03	56,543.67	10.85%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	34,000.00	33,000.00	-1,000.00	-2.94%
45 - OTHER REVENUE	16.59	1,610.54	1,593.95	9,607.90%	422.53	4,384.42	3,961.89	937.66%
Revenue Total:	51,157.50	60,086.38	8,928.88	17.45%	555,454.89	614,960.45	59,505.56	10.71%
Expense								
Department: 790 - SEDA								
51 - PERSONNEL	19,671.70	18,785.06	886.64	4.51%	185,725.13	202,554.45	-16,829.32	-9.06%
52 - CONTRACTUAL	538.17	825.75	-287.58	-53.44%	128,657.35	98,111.01	30,546.34	23.74%
53 - GENERAL SERVICES	0.00	-5.00	5.00	0.00%	3,634.18	2,303.48	1,330.70	36.62%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	649.00	1,707.33	-1,058.33	-163.07%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	60,438.15	-33.00	60,471.15	100.05%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	24.31	66.94	-42.63	-175.36%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	47,924.79	47,789.45	135.34	0.28%
Department 790 - SEDA Total:	20,209.87	19,605.81	604.06	2.99%	427,052.91	352,499.66	74,553.25	17.46%
Expense Total:	20,209.87	19,605.81	604.06	2.99%	427,052.91	352,499.66	74,553.25	17.46%
Total Revenues	51,157.50	60,086.38	8,928.88	17.45%	555,454.89	614,960.45	59,505.56	10.71%
Fund 79 Surplus (Deficit):	30,947.63	40,480.57	9,532.94	30.80%	128,401.98	262,460.79	134,058.81	104.41%
Total Surplus (Deficit):	-31,150.71	110,621.11	141,771.82	455.12%	1,201,975.82	27,119,455.90	25,917,480.08	2,156.24%

Fund Summary

Fund	2020-2021		July Variance		2021-2022		YTD Variance	
	July Activity	July Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	-471,568.40	-223,171.59	248,396.81	52.67%	2,561,253.04	4,331,084.01	1,769,830.97	69.10%
02 - WATER AND WASTEWATE...	258,288.64	580,755.01	322,466.37	124.85%	981,949.63	20,875,717.37	19,893,767.74	2,025.95%
03 - SANITARY LANDFILL FUND	95,894.10	34,115.50	-61,778.60	-64.42%	458,656.68	358,028.62	-100,628.06	-21.94%
04 - AIRPORT FUND	4,481.05	6,166.73	1,685.68	37.62%	201,761.66	54,215.37	-147,546.29	-73.13%
05 - STORM WATER DRAINAGE...	-50,069.90	78,432.65	128,502.55	256.65%	-878,911.36	1,027,663.86	1,906,575.22	216.92%
07 - HOTEL OCCUPANCY TAX F...	72,788.75	84,835.54	12,046.79	16.55%	57,314.89	290,412.07	233,097.18	406.70%
08 - DEBT SERVICE FUND	173,311.75	1,425.79	-171,885.96	-99.18%	39,394.25	-175,183.80	-214,578.05	-544.69%
10 - CAPITAL PROJECTS FUND	-150,736.81	-514,938.55	-364,201.74	-241.61%	-2,371,735.24	-141,573.79	2,230,161.45	94.03%
11 - CHILD SAFETY FUND	18.40	70.60	52.20	283.70%	1,693.10	2,307.28	614.18	36.28%
12 - COURT TECHNOLOGY FU...	233.06	367.83	134.77	57.83%	3,553.74	6,572.45	3,018.71	84.94%
13 - PUBLIC SAFETY FUND	1,472.23	134.46	-1,337.77	-90.87%	14,854.66	32,538.37	17,683.71	119.04%
20 - TAX INCREMENT FINANCI...	3,788.79	21,946.57	18,157.78	479.25%	3,788.79	195,213.30	191,424.51	5,052.39%
79 - SEDA	30,947.63	40,480.57	9,532.94	30.80%	128,401.98	262,460.79	134,058.81	104.41%
Total Surplus (Deficit):	-31,150.71	110,621.11	141,771.82	455.12%	1,201,975.82	27,119,455.90	25,917,480.08	2,156.24%



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
 Tuesday, August 2, 2022 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, August 2, 2022, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Regular City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

- Mayor Doug Svien
- Council Member LeAnn Durfey
- Council Member Justin Haschke
- Council Member Bob Newby
- Mayor Pro Tem Ricky Thurman
- Council Member David Baskett
- Council Member Gerald Cook
- Council Member Mark McClinton

COUNCIL ABSENT: None

OTHERS ATTENDING:

- Jason M. King, City Manager
- Randy Thomas, City Attorney
- Tina Cox, Executive Assistant

CALL TO ORDER

Mayor Svien called the meeting to order at 5:30 PM.

PLEDGES OF ALLEGIANCE

Chief Dan Harris, City of Stephenville Police Department led the Pledges of Allegiance to the flags of the United States and of the State of Texas.

INVOCATION

The invocation was voiced by Pastor David Whitman of the Stephenville Ministers' Alliance.

PRESENTATIONS AND RECOGNITIONS

Presentation of Check for State Farm Grant to SPARD

Casey Cumby, State Farm Agent, made a presentation to SPARD representing a grant in the amount of \$25,000.

Administer Oath of Office for SPD Officer Kiegan Basso

Police Chief Dan Harris administered the Oath of Office to SPD Officer Kiegan Basso.

CITIZENS GENERAL DISCUSSION

The following person spoke for the group Seniorstreet.org for ten minutes regarding the location of the new Senior Citizens Center:

Joe Carter 244 N Vine, Stephenville informed the City Council that an attorney had been retained in regard to preservation of the Legacy Tree.

The following person spoke for three minutes regarding the location of the new Senior Citizens Center:

Marsha Stevens 785 Bluebonnet, Stephenville shared her concerns in regard to urban zoning and the placement of the Senior Citizens Center.

The Mayor recessed the Open Meeting at 5:50 PM.

EXECUTIVE SESSION

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

27. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluations, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager

Mayor Svien called the meeting into Executive Session at 5:51 PM.

The Executive Session was adjourned at 6:01 PM.

Mayor Svien called the meeting back into regular session at 6:03 PM.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

27. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluations, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager

MOTION by Ricky Thurman, second by LeAnn Durfey, to approve the Agreement for Professional Services and Employment as City Manager with Jason King as discussed in Executive Session. MOTION CARRIED with a unanimous vote.

REGULAR AGENDA

1. Consider Acceptance of Resignation of Council Member Place 3 Daron Trussell

City Manager Jason King briefed the City Council that Mr. Trussell submitted his resignation pursuant to his application to the Parks and Leisure Services Director for the city and after completing the hiring process, he had been selected to fulfill the position.

Mayor Svien appointed David Baskett as the interim chair of the Parks and Leisure Services Committee.

MOTION by Mark McClinton, second by Justin Haschke to accept Daron Trussell's resignation. MOTION CARRIED with a unanimous vote.

2. Consider Approval of Order of Special Election for November 8, 2022

In response to the vacancy that was created by Mr. Trussell's resignation, City Manager Jason King informed the City Council that the City Charter requires that the unexpired term must be filled through a special election held on the next available date. Mr. King asked Mayor Svien to call a special election.

MOTION was made by Ricky Thurman, second by David Baskett, to order a special election on November 8, 2022 to fill City Council Place 3 unexpired term. MOTION CARRIED with a unanimous vote.

3. Consider Approval of Purchase of Vehicle for Street Department

Nick Williams, Public Works Director told the Council that the adopted FY21-22 budget included a pickup for the Street Department. A single bid for the Street Department ¾-ton pickup truck was received on 11/26/2021 from Silsbee Ford for \$47,325.00. Because the original bid was significantly higher than budgeted, staff waited for vehicle demand and prices to subside. However, prices continued to rise. Additionally, there was no guarantee when the truck would be available for delivery in 2022. Mr. Williams stated that Bruner Motors has agreed to sell a 2022 ¾-ton Ram, discounted from \$46,310.00 to \$44,011.75 off the lot. The adopted FY21-22 budget allocated \$38,000 for the truck leaving a negative balance of \$6,011.75. Outfitting with safety lights, trailer brakes, a toolbox, and the city's markings is estimated to cost approximately \$3,000. Mr. Williams requests \$9,000 to be allocated from the bridge maintenance account to cover the difference which has a current balance of \$20,000.

The Council discussed where the money would be allocated from and that the additional items and truck would be delivered in a timely manner.

MOTION by Justin Haschke, second by Mark McClinton, to approve the request for an additional \$9,000 to cover the purchase of a 2022 ¾-Ton Ram with \$9,000 from the Bridge Maintenance Account moved over to cover the cost of the purchase of the vehicle. MOTION CARRIED with a unanimous vote.

4. Consider Resolution Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2022 Rate Review Mechanism Filing

City Manager Jason King advised the Council that the City was notified by Atmos Cities Steering Committee that Atmos had filed a rate case with the state of Texas similar to Oncor's. After review, a Fair settlement with Atmos was negotiated for the cities that are in the group represented. Mr. King concluded with a request to Council to adopt the resolution that will support the settlement.

MOTION by Mark McClinton, second by Ricky Thurman, to adopt RESOLUTION 2022-R-15 approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division. MOTION CARRIED with a unanimous vote.

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

5. Public Hearing

Case No.: PD2022-007 (This item was pulled from the agenda)

Taylor Kanute, representing LK Capital Investments, LLC, is requesting a rezone of property located at 415 E. Tarleton, Parcel R29529, being Block 56, Lot 2, of City Addition to the City of Stephenville, Erath County, Texas, from Central Business District (B-3) to Planned Development (PD).

6. **Consider Approval of Ordinance Rezoning Property Located at 415 E Tarleton, Parcel 29529, Being Block 56, Lot 2, of City Addition to the City of Stephenville, Erath County, Texas, from Central Business District (B-3) to Planned Development (PD)** (This item was pulled from the agenda)
7. **Public Hearing**

Case No.: RZ2022-014

Applicant Austin Tullos, representing Sullivan Properties, LLC, is requesting a rezone of property located at 1040 and 1050 Oak, Parcel R31508 and R31509, being Block 4, Lot 1, 2 and 3, of Frey Second Addition to the City of Stephenville, Erath County, Texas, from Multifamily District (R-3) to Integrated Housing District (R-2.5)

Steve Killen, Development Services Director, briefed the Council on the case. Mr. Killen gave some background to the case by mentioning that the future land use for this parcel is single family. The applicant is requesting R-2.5 zoning to construct a five-unit townhome whereby units will be individually platted. Each unit will have four bedrooms. Mr. Killen said that the preliminary site plan has been reviewed by staff and notable comments are as follows: 1) Lot sizes are shown to be 24x40. Minimum dimension requirements are 30'x100'. 2) The setback on Oak Street is approximately one foot less than the required 15' for a corner lot. 3) Adequate "common" parking is provided; however, the units do not have dedicated parking.

Mr. Killen stated that the Planning and Zoning Commission convened on July 20, 2022, to hear the case. The Commission had received two letters of opposition and several persons spoke in opposition of the rezone. Mr. Killen concluded his brief by stating that the Commission's motion to deny the rezone request resulted in a vote of 1-5 which in turn caused the case to move forward to Council without a recommendation.

Mark McClinton asked if parking issues had been addressed and Ricky Thurman voiced his concerns in regard to the project not being able to be built in the current zoning.

Mayor Svien opened the Public Hearing at 6:18 PM.

Mr. Austin Tullos was present to answer questions.

No one spoke in favor of or in opposition to the request and the Mayor closed the Public Hearing at 6:18 PM.

8. **Consider Approval of Ordinance Rezoning Property Located at 1040 and 1050 Oak, Parcel R31508 and R31509, being Block 4, Lot 1, 2 and 3, of Frey Second Addition to the City of Stephenville, Erath County, Texas, from Multifamily District (R-3) to Integrated Housing District (R-2.5)**

MOTION BY Ricky Thurman, second by Bob Newby, to deny rezoning RZ2022-014. MOTION CARRIED with the following 4-3 vote: AYES: Durfey, Newby, Thurman, McClinton; NOES: Haschke, Baskett, Cook

PARKS AND LEISURE SERVICES COMMITTEE

David Baskett, Interim Chair

9. **Parks and Leisure Services Committee Report**

David Baskett, interim Chair, gave the committee report.

10. **Consider Approval of Award of Contract with Whirlix Design, Inc. for the Installation of Phase 1 of the Inclusive Playground at City Park in the Amount of \$176,896.00.**

Tom Henry, Interim Parks and Leisure Director informed the Council that Staff received a quote from Whirlix Design, Inc. for the installation of Phase 1 of the Inclusive Playground at City Park in the amount of \$176,896.00. City Council had approved \$100,000 in FY21/22 budget for the playground and an

additional \$93,000.00 in funds were raised through grants and fundraisers that included the State Farm grant.

MOTION by David Baskett, second by Gerald Cook to approve the Phase One Inclusive Playground Funding in the amount of \$176,896.00. MOTION CARRIED with a unanimous vote.

11. Consider Approval to Proceed with Senior Citizens Center Project on Vine Street

Interim Committee Chair David Baskett reported that on July 18th the Parks and Leisure Service Committee met to discuss the placement of the proposed Senior Citizens Center and voted unanimously to recommend to Council to proceed with the project as it sits on Vine Street.

MOTION by David Baskett, second by Ricky Thurman, to Proceed with Senior Citizens Center Project on Vine Street. MOTION CARRIED with the following 5-2 vote: AYES: Durfey, Haschke, Thurman, Baskett Cook; NOES: Newby, McClinton

PUBLIC WORKS COMMITTEE

Mark McClinton, Chair

12. Public Works Committee Report

Mark McClinton, Chair gave the committee report.

13. Consider Approval of a Professional Services Agreement with Jacob & Martin, LLC. for the design of Brick Street Reconstruction Projects on College and Belknap

Committee Chair Mark McClinton reported that the Public Works Committee met on July 19th to consider this item and voted to present a positive recommendation to the Council for approval of a Professional Services Agreement from Jacob & Martin, LLC

Nick Williams, Public Works Director, briefed the Council that prior experience with this firm was positive and that the firm has in-house staff for survey as well as material testing. It was confirmed that the design included the intersection of College and Belknap as well as the replacement of cast iron water lines and clay sewer lines under College and Belknap. It was also confirmed that the cost was approximately 6.5% less than estimated and the funds would come from the annual capital street fund. Sufficient funds are available in the FY21-22 budget.

MOTION by Mark McClinton, second by Gerald Cook, to approve a Professional Services Agreement with Jacob & Martin for the design of the Brick Street engineering as presented. MOTION CARRIED with a unanimous vote.

DEVELOPMENT SERVICES COMMITTEE

Gerald Cook, Chair

14. Development Services Report

Gerald Cook, Development Committee Chair reported on the meeting that the Development Services Committee had on July 19th. Mr. Cook stated that consideration was given to expanding the permitted uses of the Industrial District (I) in relation to alcohol sales. Mr. Cook informed the Council that following a discussion amongst Committee members, a motion was made by Councilman Haschke, seconded by Councilman Baskett, to assign the Planning and Zoning Commission to hold a public hearing at the next regularly scheduled meeting to discuss including alcohol sales within the Industrial District (I). The Motion carried with a unanimous vote. Consider Approval of Resolution Establishing Technically Based Local Limits Required by TCEQ for Wastewater Discharges

Mr. Cook reported that the Committee assigned staff to begin a review of the Thoroughfare Plan and provide periodic updates to the Committee. The Committee will also review the Thoroughfare Plan in the future.

NOMINATIONS COMMITTEE

David Baskett, Chair

15. Nominations Committee Report

David Baskett, Chair gave the committee report.

16. Consider Approval of Appointments to Citizen Boards and Commissions

David Baskett, Chair, reported that on July 19th the Nominations Committee met to decide who to nominate for the various positions that were open on the Planning and Zoning Commission and the Board of Adjustments. All nominees were presented to the Council, except for JJ Conway who was absent.

MOTION by David Baskett, second by Ricky Thurman to make the following appointments:

Planning and Zoning Commission, Alternate 1, Term set to expire December 31, 2023 – Paul Ashby

Board of Adjustment, Place 3, Unexpired Term set to expire December 31, 2022 – Dean Parr

Board of Adjustment, Alternate 1, Term set to expire December 31, 2023 – JJ Conway

MOTION carried by unanimous vote.

FINANCE COMMITTEE

Justin Haschke, Chair

17. Finance Committee Report

Justin Haschke, Chair gave the committee report.

18. Consider Acceptance of Annual Comprehensive Finance Report for the period Ending September 30, 2021

Mike Brooks, an audit partner with Brooks, Watson and Company presented the Annual Financial Report ending September 30, 2021 that gave a summary of the audit process which was broken into three phases, components of the report itself, and financial highlights.

MOTION by Justin Haschke, second by Mark McClinton, to accept the Annual Comprehensive Finance Report as presented. MOTION CARRIED with a unanimous vote.

FINANCIAL REPORTS

Monica Harris, Director of Finance

19. Monthly Budget Report for the period Ending June 30, 2022

Monica Harris, Director of Finance, gave the following report:

In reviewing the financial statements ending June 30, 2022, the financial indicators are overall as or better than anticipated.

Property Tax

We received \$16K in property taxes in the month of June, resulting in \$56K or .84% increase over funds collected last fiscal year to date. The amount collected is 98.01% of budget, which is \$69K less than anticipated.

Sales Tax

We received \$686K in sales tax in June, resulting in \$649K or 11.51% more than the funds collected last fiscal year to date. The amount collected is 85.8% of the \$7.3 million budgeted, which is 13.14% or \$963K higher than anticipated.

Revenue (Budgetary comparison)

The target budget for operating revenue is \$23.1 million. We received \$26.2 million in operating revenue fiscal year to date, resulting in \$3.18 million over the target budget due to sales taxes, franchise tax, hotel occupancy tax, sports venue tax, service charges, insurance proceeds, sale of assets, and donations.

Expenditures (Budgetary comparison)

The target budget for operating expenditures is \$16.7 million. We expended \$16.3 million in operating expenditures fiscal year to date, resulting in \$320K under the target budget.

Revenue (Prior year comparison)

Operating revenue received last year was \$23.1 million as compared to the current year's \$26.2 million, resulting in a \$3.16 million increase due to property tax, sales taxes, mixed drinks tax, franchise taxes, hotel occupancy taxes, sports venue taxes, service charges, building and food service permits, insurance proceeds, sale of assets, and donations.

Expenditures (Prior year comparison)

Operating expenditures last year were \$15 million as compared to the current year's \$16.3 million, resulting in a \$1.3 million increase due to personnel, outside professional services, utilities, fuel, and maintenance.

Investments

The total market value of cash and investments on June 30, 2022 was \$72,817,207. This is allocated 2% in demand accounts, 2% in Certificates of Deposits, less than .25% in US Treasuries, 53% in TexStar investment pool, and 43% in TexPool investment pool.

We earned \$115,139 in interest for the quarter. The average yield to maturity for all account types for the quarter was 0.76%. The average yield to maturity for investment accounts for the quarter was 0.86%. The average yield to maturity for a 3-month treasury bill for the quarter was 1.09%.

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

Mr. Sandford reported on population growth in the United States and Stephenville as a whole.

CONSENT AGENDA

- 20. Approval of Minutes – July 5, 2022 Regular City Council Meeting**
- 21. Approval of Minutes – July 19, 2022 Special City Council Meeting**
- 22. Consider Approval of Expenditure for Axon Camera Contract Year 1**
- 23. Consider Approval of Annual Agreement between the City of Stephenville and the Texas Department of Transportation Regarding Landscaping of Medians and Right-of-Ways**
- 24. Consider Approval of Resolution Establishing Technically Based Local Limits Required by TCEQ for Wastewater Discharges (Mayor pulled this item off the agenda)**

25. Consider Approval to Sell Auction Items

MOTION by Mark McClinton, second by David Baskett, to approve the Consent Agenda as presented minus item 24. MOTION CARRIED by unanimous vote.

COMMENTS BY CITY MANAGER

Jason King thanked the Council for the opportunity to serve the community.

Saturday, August 6 – Farmer’s Market in Downtown

Monday, September 5 – City offices will be closed in observance of Labor Day

Tuesday, September 6 – Regular City Council Meeting

Tuesday, August 16, Wednesday, August 17 and Thursday, August 18 – Special City Council Budget Work Sessions

COMMENTS BY COUNCIL MEMBERS

LeAnn Durfey wanted to congratulate Jason King and Daron Trussell on their new positions.

Justin Haschke congratulated Jason King and Daron Trussell on their new appointments.

Bob Newby congratulated Jason King and Daron Trussell.

Ricky Thurman expressed his congratulations to Jason King and Daron Trussell.

David Baskett echoed Mr. Thurman’s sentiments in congratulating Jason King and Daron Trussell.

Gerald Cook articulated his congratulations to Jason King and Daron Trussell.

Mark McClinton congratulated Jason King and Daron Trussell on their new positions and he wanted to mention how helpful animal control officer Casey Randolph was in helping to rectify the racoon issue that he and his neighbors had been experiencing.

The Mayor recessed the Open Meeting at 7:11 PM.

EXECUTIVE SESSION

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

- 26. Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Pearl
- 28. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Parks and Leisure Director
- 29. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Assistant City Manager
- 30. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Director of Administrative Services

Mayor Svien called the meeting into executive session at 7:12 PM.

The Executive Session was adjourned at 7:50 PM.

Mayor Svien called the meeting back into regular session at 7:51 PM.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

28. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Parks and Leisure Director

MOTION by David Baskett, second by Mark McClinton, to approve the salary for the Parks and Leisure Director as discussed in Executive Session. MOTION CARRIED with a unanimous vote.

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

MOTION by Ricky Thurman, second by Gerald Cook, to eliminate the Assistant City Manager’s position and approve the position of Director of Administrative Services as discussed in Executive Session. MOTION CARRIED with a unanimous vote.

ADJOURN

With no further business to come before the City Council, the Mayor adjourned the meeting at 7:52 PM.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary

Minutes prepared by Tina Cox, Executive Assistant



CITY COUNCIL WORK SESSION

City Hall Council Chambers, 298 West Washington, Stephenville, TX
Tuesday, August 16, 2022 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on August 16, 2022 at 7:27 PM, in the City Hall Council Chambers, 298 West Washington, Stephenville, Texas, for the purpose of a City Council Work Session, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT: Mayor Doug Svien
Council Member LeAnn Durfey
Council Member Justin Haschke
Council Member Robert "Bob" Newby
Mayor Pro Tem Ricky Thurman
Council Member David Baskett
Council Member Gerald Cook
Council Member Mark McClinton

COUNCIL ABSENT: None

OTHERS ATTENDING: Jason King, City Manager
Terri Johnson, Interim City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 7:27 PM.

REGULAR AGENDA

1. Discuss Proposed FY2022-2023 Budget

City Manager King and Finance Director Harris led the discussion with the City Council for the proposed FY2022-2023 budget.

Discussion included tax rates and revenues; staffing numbers; fleet vehicles; and capital expenditures.

The Mayor announced that a second Budget Work Session will be held tomorrow, Wednesday, August 17th at 5:30 PM to continue the review of the proposed FY2022-23 Budget.

ADJOURN

The work session was adjourned at 8:27 PM.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary



SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, August 16, 2022 at 6:00 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, August 16, 2022 at 6:16 PM, in the City Hall Council Chambers, for the purpose of a Special 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 Robert "Bob" Newby
Mayor Pro Tem Ricky Thurman
Council Member Gerald Cook
Council Member David Baskett
Council Member Mark McClinton

COUNCIL ABSENT: None

OTHERS ATTENDING: Jason M. King, City Manager
Terri Johnson, Interim City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 6:16 PM.

REGULAR AGENDA

1. Set the Maximum Proposed Tax Rate for 2022

City Manager Jason King called on City Finance Director Monica Harris to brief the City Council on the following options for the tax rate for 2022:

No-new-revenue Tax Rate	\$0.3842/\$100 valuation
No-new-revenue Maintenance & Operations Tax Rate:	\$0.3696/\$100 valuation
Voter-approval Tax Rate	\$0.3958/\$100 valuation
Voter-approval Maintenance & Operations Tax Rate:	\$0.3812/\$100 valuation
Debt Rate:	\$0.0146/\$100 valuation

MOTION by Justin Haschke, second by Mark McClinton, to set the maximum proposed tax rate for 2022 at the voter-approval rate of \$0.3958/\$100 valuation. MOTION CARRIED unanimously 8/0 by the following vote:

AYES: Svien, Durfey, Haschke, Newby, Thurman, Baskett, Cook, McClinton

NOES: None

2. Consider Award of 536 Wellfield Wells Project to Hydro Resources for \$2,732,209

Public Works Director Nick Williams reviewed this project for the Council. He reported that the project includes the construction of five (5) deep water production supply wells within the City of Stephenville 536-acre wellfield property. When the wells are drilled, logged, developed, and a gallon-per-minute production rate is determined, the final project will be let to size, order, and install the pumps, motors, and electrical components for the wells to be activated.

Mr. Williams reported that bids were publicly opened and read at 2:00 PM on August 2, 2022. A single bid was received from Hydro Resources – Mid Continent, Inc. of Creedmoor, Texas in the amount of \$2,732,209. It was Staff's recommendation, along with the recommendation from the engineer of record, Provence Engineering to award the bid to Hydro Resources. The project has a timeline of 270 calendar days.

MOTION by Mark McClinton, second by Bob Newby to award the bid for the 536 Wellfield Wells Project to Hydro Resources for \$2,732,209. MOTION CARRIED unanimously 7/0.

3. Consider Approval of an Ordinance Amending Outside City Limits Water Rates

City Manager King reviewed this agenda item with the Council and explained that currently the rate outside the city limits is 115% of the inside city limits rate. It was his suggestion to increase that rate to 150%.

MOTION by Mark McClinton, second by Gerald Cook, to approve Ordinance No. 2022-O-24 amending the outside city limits rates and providing an effective date. MOTION CARRIED unanimously 7/0.

The Mayor recessed the open session of the Special City Council Meeting at 6:34 PM to enter into Executive Session.

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

4. Section 551.087 Deliberation Regarding Economic Development Negotiations – Project Pearl

Mayor Svien called the meeting into Executive Session at 6:36 PM.

The Executive Session was adjourned at 7:22 PM.

The Mayor reconvened the Special City Council Meeting at 7:24 PM.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

5. Section 551.087 Deliberation Regarding Economic Development Negotiations – Project Pearl

No action needed at this time.

ADJOURN

The meeting was adjourned at 7:24 PM.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary



CITY COUNCIL WORK SESSION

City Hall Training Room, 298 West Washington Street (use Columbia St. entrance)
Wednesday, August 17, 2022 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on August 17, 2022 at 5:37 PM, in the City Hall Training Room, 298 West Washington (use Columbia St. entrance), Stephenville, Texas, for the purpose of a City Council Work Session, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

- Mayor Doug Svien
- Council Member LeAnn Durfey
- Council Member Justin Haschke
- Council Member Robert "Bob" Newby
- Mayor Pro Tem Ricky Thurman
- Council Member David Baskett
- Council Member Gerald Cook
- Council Member Mark McClinton

COUNCIL ABSENT: None

OTHERS ATTENDING:

- Jason King, City Manager
- Terri Johnson, Interim City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 5:37 PM.

REGULAR AGENDA

1. Discuss Proposed FY2022-2023 Budget

Each Council Member was presented a notebook containing the proposed FY2022-2023 budget documents.

SEDA Director Jeff Sandford presented the proposed budget for Stephenville Economic Development.

City Manager King and Finance Director Harris led the discussion with the City Council for the proposed FY2022-2023 budget. Each department's budget was reviewed individually and in depth.

Mayor Svien recessed for a short break at 8:19 PM and reconvened the work session at 8:31 PM.

Discussion of the proposed budget continued, including proposed increases in water and wastewater rates.

The Mayor announced that a third Budget Work Session scheduled for tomorrow, Thursday, August 18th at 5:30 PM will not be necessary and will be cancelled.

ADJOURN

The work session was adjourned at 9:53 PM.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary



SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, August 23, 2022 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, August 23, 2022 at 5:34 PM, in the City Hall Council Chambers, for the purpose of a Special 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
Mayor Pro Tem Ricky Thurman
Council Member Gerald Cook
Council Member David Baskett
Council Member Mark McClinton

COUNCIL ABSENT: Council Member Robert "Bob" Newby

OTHERS ATTENDING: Jason M. King, City Manager
Randy Thomas, City Attorney
Terri Johnson, Interim City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 5:34 PM.

REGULAR AGENDA

1. Set Date, Time, and Location of Public Hearing on Proposed Tax Rate for 2022

MOTION by Ricky Thurman, second by Mark McClinton, to set the date, time, and location of the public hearing on the proposed tax rate for 2022 as Tuesday, September 20, 2022 at 5:30 PM in the City Hall Council Chambers, 298 W. Washington. MOTION CARRIED by unanimous vote.

The Mayor recessed the open session of the Special City Council Meeting at 5:36 PM to enter into Executive Session.

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

2. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluations, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: **City Secretary**

Mayor Svien called the meeting into Executive Session at 5:40 PM.

Council Member Haschke left the meeting at 6:13 PM.

The Executive Session was adjourned at 7:15 PM.

The Mayor reconvened the Special City Council Meeting at 7:17 PM.

ADJOURN

With no further action needed at this time, the meeting was adjourned at 7:17 PM.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary



SPECIAL CITY COUNCIL MEETING

City Hall Training Room, 298 West Washington Street (use Columbia Street entrance)
Tuesday, August 30, 2022 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, August 30, 2022 at 5:32 PM, in the City Hall Training Room, for the purpose of a Special 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
Mayor Pro Tem Ricky Thurman
Council Member Gerald Cook
Council Member David Baskett
Council Member Mark McClinton

COUNCIL ABSENT: Council Member Robert "Bob" Newby

OTHERS ATTENDING: Jason M. King, City Manager
Randy Thomas, City Attorney
Terri Johnson, Interim City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 5:32 PM and immediately called the Executive Session to order.

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

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

Mayor Svien called the meeting into Executive Session at 5:32 PM.

The Executive Session was adjourned at 7:35 PM.

The Mayor reconvened the Special City Council Meeting at 7:35 PM.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

No action was needed at this time.

ADJOURN

With no further business at hand, the meeting was adjourned at 7:35 PM.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary



STAFF REPORT

SUBJECT: Microsoft Software Agreement

DEPARTMENT: Information Technology

STAFF CONTACT: James Wiley

RECOMMENDATION:

Recommend renewal of yearly Microsoft software licensing agreement.

BACKGROUND:

This is the yearly cost to use Microsoft software including Windows, SQL Server, Office, etc. The purchase will be made through the reseller Software House International (SHI), through a pre-negotiated Texas Department of Information Resources (DIR) contract number DIR-TSO-4092. This is a budgeted cost.

FISCAL IMPACT SUMMARY:

The cost is \$36,157.80.

ALTERNATIVES

Do not pay for the Microsoft licensing and lose access to all Microsoft software that the City uses on a daily basis to conduct business.



Federal tax ID: 22-3695478
 3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-845-6801
 Fax: 512-732-0232

Please remit payment to:
 SHI Government Solutions Inc.
 P.O. Box 847434
 Dallas, TX 75284-7434
 ACH/Wire information:
 Bank of America
 Acct# 004795846371
 ACH ABA# 111000025
 Wire ABA# 026009593
 Remittance Email:
 GSremittance@shi.com

Invoice No. GB00459214

Invoice date 6/30/2022
 Customer number 3000860

Item 26.

Finance charge of 1.5% per month will be charged on past due accounts-18% per year.
 All returns require an RMA number supplied by your SHI GS sales team.

Bill To
 CITY OF STEPHENVILLE
 298 W. WASHINGTON
 ATTN: ACCOUNTS PAYABLE
 STEPHENVILLE, TX 76401
 USA

Ship To
 CITY OF STEPHENVILLE
 298 W. Washington
 Stephenville, TX 76401
 USA
 2022-11818/James Wiley

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
6/30/2022	PSI - TX GOV Gulf Coast	2021-11389	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
29919798 J5U-00004 ESD Microsoft Select	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-TSO-4092 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 54034053 Enrollment Name: City of Stephenville Country of Usage: USA Maintenance From date: 7/1/2022 Maintenance To date: 6/30/2023	1	1	0.00	0.00
30759202 AAA-12417 ESD Microsoft Select	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-TSO-4092 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 54034053 Enrollment Name: City of Stephenville Country of Usage: USA Maintenance From date: 7/1/2022 Maintenance To date: 6/30/2023	150	150	14.44	2,166.00
30476931 AAA-11924 ESD Microsoft Select	O365GovE3fromSA ShrdSvr ALNG SubsVL Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-TSO-4092 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 54034053 Enrollment Name: City of Stephenville Country of Usage: USA Maintenance From date: 7/1/2022 Maintenance To date: 6/30/2023	150	150	178.56	26,784.00

178



Federal tax ID: 22-3695478
 3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-845-6801
 Fax: 512-732-0232

Please remit payment to:
 SHI Government Solutions Inc.
 P.O. Box 847434
 Dallas, TX 75284-7434
 ACH/Wire information:
 Bank of America
 Acct# 004795846371
 ACH ABA# 111000025
 Wire ABA# 026009593
 Remittance Email:
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GB00459214

Invoice date 6/30/2022
 Customer number 3000860

Item 26.

Finance charge of 1.5% per month will be charged on past due accounts-18% per year.
 All returns require an RMA number supplied by your SHI GS sales team.

Bill To

CITY OF STEPHENVILLE
 298 W. WASHINGTON
 ATTN: ACCOUNTS PAYABLE
 STEPHENVILLE, TX 76401
 USA

Ship To

CITY OF STEPHENVILLE
 298 W. Washington
 Stephenville, TX 76401
 USA
 2022-11818/James Wiley

25384224 7NQ-00292 ESD Microsoft Select	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-TSO-4092 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 54034053 Enrollment Name: City of Stephenville Country of Usage: USA Maintenance From date: 7/1/2022 Maintenance To date: 6/30/2023	2	2	575.90	1,151.80
30759376 KV3-00353 ESD Microsoft Select	WINENT ALNG SA MVL Pltfrm Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-TSO-4092 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 54034053 Enrollment Name: City of Stephenville Country of Usage: USA Maintenance From date: 7/1/2022 Maintenance To date: 6/30/2023	120	120	38.31	4,597.20
32835915 9EA-00278 ESD Microsoft Select	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-TSO-4092 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 54034053 Enrollment Name: City of Stephenville Country of Usage: USA Maintenance From date: 7/1/2022 Maintenance To date: 6/30/2023	6	6	123.69	742.14



Federal tax ID: 22-3695478
 3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-845-6801
 Fax: 512-732-0232

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 P.O. Box 847434
 Dallas, TX 75284-7434
 ACH/Wire information:
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 Remittance Email:
 GSremittance@shi.com

Invoice No. GB00459214

Invoice date 6/30/2022
 Customer number 3000860

Item 26.

Finance charge of 1.5% per month will be charged on past due accounts-18% per year.
 All returns require an RMA number supplied by your SHI GS sales team.

Bill To

CITY OF STEPHENVILLE
 298 W. WASHINGTON
 ATTN: ACCOUNTS PAYABLE
 STEPHENVILLE, TX 76401
 USA

Ship To

CITY OF STEPHENVILLE
 298 W. Washington
 Stephenville, TX 76401
 USA
 2022-11818/James Wiley

32850239 9EM-00270 ESD Microsoft Select	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-TSO-4092 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 54034053 Enrollment Name: City of Stephenville Country of Usage: USA Maintenance From date: 7/1/2022 Maintenance To date: 6/30/2023	8	8	17.44	139.52
32751381 9EA-00039 ESD Microsoft Select	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: DIR-TSO-4092 Agreement No.: 01E73535 Agreement Name: The State of Texas, acting by and through the Department of Enrollment No.: 54034053 Enrollment Name: City of Stephenville Country of Usage: USA Maintenance From date: 7/1/2022 Maintenance To date: 6/30/2023	2	2	288.57	577.14

Quote: 19592289

Sales Balance	36,157.80
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	36,157.80
Currency	USD

Regular City Council Meeting
STAFF REPORT



SUBJECT: Street Renovation Materials
DEPARTMENT: Finance
STAFF CONTACT: Tricia Wortley

RECOMMENDATION:

It is the recommendation of the Purchasing Manager and the Director of Public Works that the contract be awarded to Vulcan Materials on an all-or-none basis for the aggregate, hot mix and flexible base.

BACKGROUND:

Request for bids were advertised and solicited for the purchase of aggregate, hot mix, and base material. Bids were opened on August 1, 2022 at 2:00 pm. We received one (1) bid which was reviewed. The contract would be in effect for the 2022-2023 fiscal year.

Bid tab is as follows: (prices are quoted per ton)

Description	Vulcan Materials
Hot Mix Type D	\$76.00*
Hot Mix, Cold Laid, Type F	\$80.00*
Aggregate ¾" to 1 ½" Course Crushed Stone	\$24.86
Flexible Base Material, Type A, Grade 1	\$19.61
Flexible Base Material, Type A, Grade 2 Commercial	\$18.11

* Price is pick-up only; Freight will be \$100/hour starting when truck leaves plant

Total Expenditure for fiscal year 2021-2022 was \$54,849.08 (to date)

Total Expenditure for fiscal year 2020-2021 was \$36,684.71

Total Expenditure for fiscal year 2019-2020 was \$45,129.18

Regular City Council Meeting

STAFF REPORT



SUBJECT: Food Inspection Services
MEETING: Regular City Council Meeting - 06 Sep 2022
DEPARTMENT: Finance
STAFF CONTACT: Tricia Wortley

RECOMMENDATION:

It is the recommendation of the Purchasing Manager that the contract be awarded to Brad Hodges Inspections.

BACKGROUND:

Request for bids were advertised and solicited for the Food Inspection Service contract. Bids were opened on August 2, 2022 at 2 pm. We received three (3) bids which were reviewed. The contract will be in effect for the 2022-2023 fiscal year.

Bid tab is as follows:

Description	Brad Hodges	Duane Barritt	Bureau Veritas
Routine inspection	\$100.00	\$125.00	\$150.00
Pre-opening inspection	\$100.00	\$125.00	\$150.00
Complaint inspections	\$100.00	\$125.00	\$150.00
Mobile food service inspections	\$100.00	\$125.00	\$150.00
Temporary food service inspections	\$50.00	\$35.00	\$100/hr
Re-inspections	\$100.00	\$125.00	\$150.00

Total Expenditure for fiscal year 2021-2022 was \$29,650.00 (to date)

Total Expenditure for fiscal year 2020-2021 was \$58,600.00

Total Expenditure for fiscal year 2019-2020 was \$24,200.00

Public Works
STAFF REPORT



SUBJECT: Texas Commission on Environmental Quality – Technically Based Local Limits
MEETING: Regular Business Meeting - 06 Sep 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the modifications to the Technically Based Local Limits (TBLL) as mandated by the Texas Commission on Environmental Quality.

BACKGROUND:

Technically Based Local Limits (TBLL) are the wastewater limitations applied to commercial and industrial facilities that discharge to a publicly owned treatment works (POTW). Local limits are developed to meet pretreatment program objectives, protect the public infrastructure and meet the site-specific needs of the local POTW and the receiving stream.

The proposed resolution complies with Section 50.21 of Chapter 50 – Sewer and Water Service Code of Ordinances for compliance with the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) regulations and provides a table of state-approved pollutant limits to protect against pass-through and interference.

The substantial modification package was originally submitted by the city to the TCEQ on October 15th, 2015. On June 3, 2022, the TCEQ determined the substantial program modification submission was technically complete and approved for adoption by the city council. This item was originally placed on the August 2, 2022 council agenda, but was pulled after the newspaper did not publish notices as required by the state. The notices were published on August 6th and 13th 2022. TCEQ granted the city a 45-day extension to September 16, 2022 to submit the approved limits to the state.

Only one industry within the city, TechnipFMC, is included in the industrial pre-treatment program and was provided the modifications packet on July 18, 2022 for review and comment. No comments have been received to date.

FISCAL IMPACT SUMMARY:

None.

ATTACHMENTS:

Attached is a copy of the approval email received from the state's Pretreatment Team authorizing approval of the pollutant limits. An appropriate resolution is also attached to adopt the updated Technically Based Local Limits mandated and approved by the Texas Commission on Environmental Quality.

[2022_08-01 TCEQ Approval Notification](#)
[Resolution No. 2022-R-XX](#)

From: Colleen Cook <Colleen.Cook@tceq.texas.gov>

Sent: Friday, June 3, 2022 2:57 PM

To: Jason King <JKing@stephenvilletx.gov>

Cc: Nick Williams <NWilliams@stephenvilletx.gov>; Erin Darling <Erin.Darling@tceq.texas.gov>; Molina, Rudy <Molina.Rudy@epa.gov>; Carol Moulton <carol.moulton@tceq.texas.gov>; Bismark Otorino <bismark.otorino@tceq.texas.gov>

Subject: Completion of Substantial Modification to Incorporate Technically Based Local Limits into the City of Stephenville's Pretreatment Program

Mr. King:

This email is being sent in lieu of a letter in order to acknowledge that the TCEQ has completed its review of the proposed substantial modification to incorporate the revised technically-based local limits (TBLLs) into the City of Stephenville's approved pretreatment program.

The proposed substantial modification package was originally submitted on October 19, 2015. The TCEQ has determined that this substantial program modification is technically complete, and the TCEQ is in agreement with the City of Stephenville on the proposed TBLLs for the Stephenville wastewater treatment plant (WWTP), as shown in the table below:

Pollutant of Conc	TBLLs Proposed by the CA and Accepted by TCEQ (mg/L)
	Stephenville WWTP
Aluminum	22
Arsenic	0.55
Barium	38.6
Cadmium	0.046
Chromium (Total)	5
Copper	2.34
Cyanide	0.323
Lead	2.23
Mercury	0.0034
Molybdenum	0.41
Nickel	1.18
Selenium	0.1
Silver	0.74
Zinc	2.69

The City of Stephenville's approved pretreatment program shall now proceed forward and obtain city council approval of this substantial program modification. After the city council has approved and adopted the revised city ordinance (and any other portions of the pretreatment program as necessary), the City of Stephenville's approved pretreatment program shall submit four complete copies of its modified approved program to the TCEQ, along with a request for approval signed by the Texas Pollutant Discharge Elimination System (TPDES) permit's signatory authority. Three of these copies need to be bound, and one copy can be left unbound. Additionally, you will need to retain a complete copy of your modified approved pretreatment program for your files. Please also include a signed certification statement and the completed Notice of Public Participation Tables 1-3 (see attachment) in your submission to the TCEQ. We will incorporate your substantial modification into TPDES Permit No. WQ0010290001 via a staff-initiated amendment or during the next permit renewal. Please note that the City of Stephenville will be required to publish public notice during this permit action in order to incorporate the substantial program modification into the permit, as specified in 40 CFR Part 403.11 and 403.18. The substantial modification will be approved and incorporated into the City of Stephenville's pretreatment program upon issuance of the next TPDES permit action.

Please submit the four complete copies of your modified approved program, without any unapproved changes, to us by August 3, 2022. Please also ensure that all of the other associated documents are included in this submission. If you should have any questions or concerns, please feel free to contact me via email or at (512) 239-4603.

Kind Regards,

Colleen Cook

Pretreatment Team Leader | Pretreatment Team – MC148

Water Quality Division | Texas Commission on Environmental Quality

✉: colleen.cook@tceq.texas.gov | ☎: 512-239-4603

From: Colleen Cook <Colleen.Cook@tceq.texas.gov>
Sent: Monday, August 1, 2022 10:40 AM
To: Nick Williams NWilliams@stephenvilletx.gov
Cc: Karen Wilkerson KWilkerson@stephenvilletx.gov
Subject: RE: Public Notice - IPP & TBLL

Good morning Nick,

As we discussed on the phone, I am sending this email to confirm that your request for a 45 day extension (September 16, 2022) to submit the final four copies of the City of Stephenville's substantial program modification package revising its Technically Based Local Limits is approved. Once we have the final submittal, TCEQ will determine if the pretreatment modification will be incorporated and approved into the TPDES permit via a staff initiated amendment or dovetail permit action. Please note public notice will be required with the required permit action.

In the meantime, please don't hesitate to reach out if you have any questions. Have a great day.

Kind regards,
Colleen Cook
Pretreatment Team Leader
TCEQ

RESOLUTION NO. 2022-R-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, ESTABLISHING LOCAL LIMITS FOR WASTEWATER DISCHARGE.

WHEREAS The Texas Commission on Environmental Quality (TCEQ) has determined that the substantial program modification submission was technically complete.

WHEREAS pursuant to Section 50.21 General sewer use requirements of the Code of Ordinances, local pollutant limits shall be established by resolution of the City Council to protect against pass through and interference.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, THAT THE FOLLOWING LOCAL POLLUTANT LIMITS ARE HEREBY ESTABLISHED FOR WASTEWATER DISCHARGE INTO THE CITY'S WASTEWATER COLLECTION SYSTEM:

SECTION 1. The following local pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the following daily maximum allowable discharge limits:

Pollutant of Concern	TBLs Proposed by the CA and Accepted by the TCEQ (mg/L) Stephenville WWTP
Aluminum	22
Arsenic	0.55
Barium	38.6
Cadmium	0.046
Chromium, Total	5
Copper	2.34
Cyanide	0.323
Lead	2.23
Mercury	0.0034
Molybdenum	0.41
Nickel	1.18
Selenium	0.1
Silver	0.74
Zinc	2.69

The above limits apply at the point where the wastewater is discharged to the public sewer. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The City may impose mass limitations in addition to or in place of the concentration-based limitations above. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.

SECTION 2. This Resolution shall become effective thirty (30) days following the date of adoption.

SECTION 3. It is hereby officially found and determined the meeting which this resolution was passed was open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

PASSED AND APPROVED this the 6th day of September, 2022.

Doug Svien, Mayor

ATTEST:

Terri Johnson, Interim City Secretary

Jason M. King
City Manager

Randy Thomas, City Attorney
Approved as to form and legality



STAFF REPORT

SUBJECT: Approve a change order to the System Purchase Agreement between the City and L3 Harris

DEPARTMENT: Police/Fire

STAFF CONTACT: James Gresham

RECOMMENDATION:

Approve Change Order #1 to the System Purchase Agreement

BACKGROUND:

In December of 2021 the City of Stephenville entered into a system purchase agreement with L3 Harris Technologies to implement a public safety radio system. The Fire Department elected to change the number and type of portable radios ordered to better reflect their current operational needs. They also elected to purchase some additional accessories for their radios (spare batteries, chargers, etc.) This change will result in a credit from L3 Harris of \$27,396.02.

FISCAL IMPACT SUMMARY:

The change order will result in a \$27,396.02 credit. This credit will be used to offset any additional equipment purchases and design changes needed in the project.

ALTERNATIVES

CHANGE ORDER NO. 1 TO THE SYSTEM PURCHASE AGREEMENT BETWEEN CITY OF STEPHENVILLE, TEXAS AND L3HARRIS TECHNOLOGIES, INC.

This Change Order No. 1 (“*Change Order*”) is made and entered into this 18th day of August, 2022 (the “*Effective Date*”), by and between City of Stephenville, Texas (“*Buyer*”) and L3Harris Technologies, Inc. acting through its Communication Systems Segment (“*Seller*”).

RECITALS

WHEREAS, the parties previously entered into that certain System Purchase Agreement between City of Stephenville, Texas and L3Harris Technologies, Inc., dated December 3, 2021 (the “*Contract*”);

WHEREAS, in connection with the Detail Design Review process, the parties wish to modify the scope to be provided under the Contract by removing certain items and adding others, and establishing a credit to be applied in a future change order, as set forth in greater detail herein;

WHEREAS, the parties wish to adjust the milestone payment schedule in the Contract to account for the addition and removal of scope as set forth in this Change Order;

WHEREAS, the parties now desire to enter into this Change Order No. 1 to modify the Contract;

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Change Order and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereto do hereby agree as follows:

1. Capitalized terms used but not defined in this Change Order shall have the meaning assigned to them in the Contract.
2. “**Total Agreement Price**” means the sum of the Project Total row of the Pricing Summary in the Contract, or one million three-hundred fifty-seven thousand, one-hundred fourteen dollars and ten cents (\$1,357,114.10).
3. The items of Terminal Hardware and related accessories in the Contract are hereby modified as set forth in the Scope and Pricing Summary (the “**CO #1 Equipment**”) which is attached and made a part of this RFC as **Exhibit A** (the “**CO #1 Equipment Modification**”).
4. After the application of the CO #1 Equipment Modification, the Contract shall contain a net credit in the amount of twenty-seven thousand three hundred ninety-six dollars and two cents (\$27,396.02) (the “**Equipment Credit**”) which is hereby applied to Buyer’s account with no change to the Total Agreement Price. The Equipment Credit may be applied toward the purchase of L3Harris-branded Equipment only by a mutually agreed upon change order signed by both parties.
5. The Contract shall be interpreted to contain CO #1 Equipment in the quantities and types set forth herein.

- 6. Buyer shall pay the Change Order #1 Updated Total Agreement Price in accordance with the Change Order #1 Payment Milestone Schedule which is attached as **Exhibit B** (the “**CO #1 Payment Milestone Schedule**”), and made a part hereof, and otherwise in accordance with Section 9 (Payments) of the Contract.
- 7. The payment schedule appearing in the Pricing Summary section of the Contract is hereby deleted in its entirety and replaced with the CO #1 Payment Milestone Schedule. For avoidance of doubt, the payment schedule for Terminal Hardware is unchanged.
- 8. Total Agreement Price –

Description	Date	Value
Total Agreement Price	12/11/2021	\$1,357,114.10
Change Order #1 Price	08/18/2022	\$0.00
Change Order #1 Updated Total Agreement Price	11/01/2021	\$1,357,114.10

- 9. Full Force and Effect – The terms and conditions of the Contract, except as amended herein, shall remain in full force and effect.
- 10. Execution – This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.
[Signatures Follow]

IN WITNESS WHEREOF, Buyer and Seller, through their duly authorized representatives, have executed this Change Order.

BUYER

CITY OF STEPHENVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

SELLER

**L3HARRIS TECHNOLOGIES, INC.
COMMUNICATION SYSTEMS SEGMENT**

By:  _____

Name: Jeremy S. Roe

Title: Principal, Contracts

Date: August 18, 2022

EXHIBIT A

CO #1 Equipment Modification

PORTABLES AND MOBILE UNITS	Previous QTY	New QTY	PRICE (USD \$)
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	20	17	\$146,519.77
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, In-Band GPS, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	25	25	\$228,327.31
XL-200P Portable , Dual Band VHF+7/800, In-Band GPS, Ext Warranty 3-Yr, NIFOG, P25 Phase 2 TDMA, Encryption Lite, P25 Trunking, 3100 MAH LI-ION Battery, Helical Antenna, C1D2 Speaker Mic, Leather Case, 1-Bay Charger, BeOn, spare 3100 MAH LI-ION Battery	50	59	\$402,764.76
XL-400P Portable , Dual Band VHF+7/800, Ext Warranty 3-Yr, NIFOG, Encryption, P25 Phase 2 TDMA, P25 Trunking, LI-ION EXTRM Battery, Helical XTRM Antenna, C1D2 Speaker Mic, Metal Belt Clip, 1-Bay XTRM Charger, BeOn, Spare LI-ION XTRM Battery	35	20	\$206,608.63
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	0	1	\$15,009.20
SUBSCRIBER UNITS SUBTOTAL			\$999,229.67

Description	QTY	Unit Invoice	Unit Total
XL-200M Mobile, Multi-band VHF+7/800 MHz, LTE, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	17	\$ 5,305.87	\$ 90,199.79
XL-200M Mobile, Multi-band VHF+7/800 MHz, LTE, In-Band GPS, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	25	\$ 5,622.47	\$ 140,561.75
XL-200P Portable, Dual Band VHF+7/800, In-Band GPS, Ext Warranty 3-Yr, NIFOG, P25 Phase 2 TDMA, Encryption Lite, P25 Trunking, 3100 MAH LI-ION Battery, Helical Antenna, C1D2 Speaker Mic, Leather Case, 1-Bay Charger, BeOn, spare 3100 MAH LI-ION Battery	59	\$ 4,202.51	\$ 247,948.09
XL-400P Portable, Dual Band VHF+7/800, Ext Warranty 3-Yr, NIFOG, Encryption, P25 Phase 2 TDMA, P25 Trunking, LI-ION EXTRM Battery, Helical XTRM Antenna, C1D2 Speaker Mic, Metal Belt Clip, 1-Bay XTRM Charger, BeOn, Spare LI-ION XTRM Battery	20	\$ 6,359.57	\$ 127,191.40
XL-200M Mobile, Dual Control, Multi-band VHF+7/800 MHz, LTE, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	1	\$ 8,255.06	\$ 8,255.06
SUBSCRIBER UNITS SUBTOTAL			\$ 614,156.09

TERMINAL ACCESSORIES UNITS	QTY
ANTENNA,FLEX,HELICAL,136-870 MHZ (XL-200P)	6
BATTERY,LI-ION,3100 MAH (XL-200P)	6
SPEAKER MIC, WIRELESS, BLUETOOTH, ADVANCED (XL-200P)	6
BELT CLIP,METAL (XL-200P)	12
KIT,GLOVE FRIENDLY KNOB COVER-VOL&CHAN (XL-200P)	4
ROTATION LIMITER RING, CH KNOB, DAYTONA (XL-200P)	2
ENH VEH CHGR, XL GLOBAL LTE, HIGH CAP (XL-200P)	1
ANTENNA,FLEX,HELICAL,XTRM,136-870 MHZ (XL-400P)	12
BATTERY, LI-ION, XTRM (XL-400P)	12
KIT,GLOVE FRIENDLY KNOB COVER-VOL&CHAN (XL-400P)	4
CHARGER,1-BAY, XTRM (XL-400P)	4
ANTENNA, BASE, STD ROOF MOUNT LOW LOSS (XL-200M)	10
TERMINAL ACCESSORIES TOTAL	\$11,148.00

Sub Units	Previous QTY	New QTY
HEADSET,OVER-THE HEAD SOLID BOOM	3	0
MONITOR, 22IN CLASS, NON-TOUCHSCREEN,HD	3	0
MONITOR, 22IN CLASS, TOUCHSCREEN, HD	0	3
ROUTER,NOKIA,7705,SAR-8	2	3
SERVICE,L3H IMPL CHIEF ENGR	0	4
Kit,Coax Hoisting Grip,1 5/8 in	0	1
CABLE ASSY, SURE FLEX DIN(M)-DIN(M) 10FT	0	3
CABLE ASSY, SURE FLEX N MALE-N MALE 6FT	2	0
CONN 7-16 DIN MALE COAX CABLE RGHT ANGLE	0	1
JUMPER 1/2IN SFLEX N(M) 7-16 DIN 3M	1	0
Kit,Hoisting Grip,7/8 in Cable	0	1
Kit,Hoisting Grip,1/2 in Cable	0	1
Connector,N Male,1/2in Coax	0	4
Connector,NF,7/8in Coax,O-Ring Sealing	1	0
Connector,N Female,For 1/2in Coax	1	0
CONN 7/16 DIN FEMALE, CABLE 7/8" FOAM I	0	1
4kVA / 3.60 kW 0.5 Hour	1	1
Change Order #1 Sub Units		\$ 26,689.49

EXHIBIT B

CO #1 Payment Milestone Schedule

<i>Milestone</i>	<i>Percentage of Total Agreement Price</i>	<i>Amount</i>
<i>A.1 Infrastructure Hardware</i>		
<i>Contract Signing</i>	10%	\$ 67,772.45
<i>Detailed Design Review</i>	10%	\$ 67,772.45
<i>Equipment Staging</i>	20%	\$ 135,544.90
<i>Equipment Shipment</i>	30%	\$ 203,317.35
<i>Installation</i>	15%	\$ 101,658.68
<i>Final Acceptance</i>	15%	\$ 101,658.68
<i>A.2 Terminal Hardware</i>		
<i>Terminals</i>	100%	\$ 625,304.09
<i>Other Amounts Due</i>		
<i>Change Order #1 - Signing</i>		\$ 26,689.49
<i>Equipment Credit</i>		\$ 27,396.02
<i>Project Total</i>		<i>\$ 1,357,114.10</i>

[END OF DOCUMENT]



STAFF REPORT

SUBJECT: TAMU/TSU Utility Easement Agreements - Renewals
MEETING: Regular Council Meeting - 06 Sep 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the easement agreement renewals with the Texas A&M University System.

BACKGROUND:

The Texas A&M University System and the City of Stephenville maintain multiple easement agreements. Enclosed are three (3) proposed easement agreement renewals.

The first easement agreement renewal is for an 8-inch sanitary sewer line just west of the Washington Street and Lillian Avenue intersection.

The second easement agreement renewal is for a 14-inch water line and an 8-inch water line in an easement running north and south between West End Cemetery and Washington Street on Tarleton State University property.

The third easement agreement renewal is for a 6-inch water line just east of the intersection of Tarleton Street and Saint Felix Avenue.

The proposed terms are for a period of ten (10) years from the effective date.

FISCAL IMPACT SUMMARY:

There is no monetary cost associated with the easement agreement renewals.

ATTACHMENTS:

- [1. Easement Agreement Renewal – Sewer – 8-Inch SS](#)
- [2. Easement Agreement Renewal – Water – 14-Inch and 8-Inch WL](#)
- [3. Easement Agreement Renewal – Water – 6-Inch WL](#)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT
(Sanitary Sewer)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor (“**GRANTOR**”), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents by Texas Education Code §85.26, for Ten Dollars (\$10) and other good and valuable consideration, hereby **GRANTS, BARGAINS, SELLS and CONVEYS** to the **CITY OF STEPHENVILLE**, as grantee (“**GRANTEE**”), its permitted successors and assigns, a nonexclusive easement (the “Easement”) for operating, maintaining, repairing, replacing, and rebuilding an eight inch (8”) diameter underground sanitary sewer pipeline (the “Line”). The Easement is ten feet (10’) in width across and under certain property of **GRANTOR** (the “Property”), located in Erath County, Texas, more particularly described in Exhibit A attached hereto and made a part of this Easement Agreement (this “Agreement”).

2. Purpose and Location of Easement. The Easement is granted for the purpose of operating, maintaining, repairing, replacing, and rebuilding the Line. A plat of the Property showing the surface area affected by the Easement and the location of the Line and **GRANTEE**’s right-of-way is depicted on Exhibit B attached and made a part of this Agreement. **GRANTEE** agrees to notify **GRANTOR** if the actual “as built” location of the Line varies significantly from the attached Exhibits, in which case the parties will record an amendment to this Agreement which accurately reflects the actual location of the Line.

3. Right of Access. **GRANTEE** has the right of ingress and egress across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, and rebuilding the Line. **GRANTEE** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for installing, constructing, operating, maintaining, repairing, replacing, and rebuilding the Line. Any gate or opening used by **GRANTEE** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. **GRANTEE** will clearly mark the location of the Line in a manner and to the extent such lines are generally marked by companies in the industry or as required by law. **GRANTEE** must bury any replacement of the Line not less than forty-two inches (42”) below the surface. **GRANTEE** agrees to notify **GRANTOR** at least five (5) business days prior to commencement of any repairs or replacements, unless the repairs are due to an emergency, in which case the **GRANTEE** will notify as soon as reasonable. **GRANTEE** agrees to cooperate with **GRANTOR**’s personnel in an onsite inspection to assess any damages resulting from **GRANTEE**’s activities.

During the Term of this Agreement, if **GRANTEE** damages or destroys any fence, road, bridge, culvert, building, or other improvement, or any real or personal property, other than its own property, **GRANTEE** must, within a reasonable period of time, repair or replace the improvement or property to the extent that such improvement or property will, as nearly as

practicable, be in like condition as before such damage or destruction. In lieu of requiring repair or replacement, **GRANTOR** may, at its option, require that **GRANTEE** pay money damages, including without limitation, those damages incurred as a result of **GRANTEE** or its agents or employees entering or departing the Property, or by reason of being present on the Property.

5. No Fee Interest Granted. This is a grant of a nonexclusive easement only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, leases, easements and other encumbrances filed of record or apparent on the ground. **GRANTOR** expressly retains all rights to grant, control and renew all restrictions, reservations, covenants, conditions, leases, easements and other encumbrances, of every kind and character, on, over or under the Property.

6. Duration of Easement. This grant is for a term of four (4) years from the Effective Date and may be renewed only at the election of **GRANTOR** subject to Texas Education Code §85.26(c). **GRANTEE** agrees to provide **GRANTOR** written notice requesting renewal of the term at least six (6) months prior to the expiration date of this Easement. **GRANTOR** will respond in writing indicating whether the term will be renewed. **GRANTEE** expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from **GRANTOR**, is a violation of state law that subjects **GRANTEE** to a penalty of One Hundred Dollars (\$100) for each day of such violation. **GRANTEE** agrees to pay **GRANTOR** such penalty within ten (10) business days after receipt of notice from **GRANTOR** sent in compliance with Section 14 of this Agreement.

7. Removal of Equipment and Improvements. Provided all obligations to **GRANTOR** under this Agreement are fully satisfied, unless otherwise directed by **GRANTOR** in writing, **GRANTEE** must remove any of its above-ground or below-ground equipment and improvements, including the Line (hereinafter, the “Improvements”) from the Property within sixty (60) calendar days following the date of termination or abandonment of the Easement granted by this Agreement.

With respect to any Improvements, **GRANTOR** can elect the following by giving **GRANTEE** written notice: (a) **GRANTOR** may require **GRANTEE** to remove and dispose of all or any part of the Improvements, within sixty (60) calendar days following the date of the written notice; (b) **GRANTOR** may require **GRANTEE** to cut and/or, as appropriate, cap the Line at **GRANTOR**’s property line(s) within thirty (30) calendar days following the date of the written notice and leave it in place in a safe condition, in compliance with all applicable laws and regulations related thereto, and **GRANTOR** will thereafter have all rights, title, ownership and possession to the Line and its appurtenances, including the right to sell, assign, grant, and/or use the Line; or (c) **GRANTOR** can undertake to remove and dispose of the Improvements at the expense of **GRANTEE**.

If removal by **GRANTEE** causes injury to the Property or to any interests of **GRANTOR**, **GRANTEE** will restore the Property or interests or, at **GRANTOR**’s option, pay for such damage within sixty (60) calendar days after completion of such removal. If **GRANTEE** fails to perform as required in this Section 7 within the time set forth above, **GRANTOR** will have the right to

retain the Improvements or remove and dispose of same and collect on demand all costs of removal and disposal from **GRANTEE**, plus interest at the lesser of ten percent (10%) per annum or the highest rate permitted by Texas law from the date such costs are incurred until the date of payment.

8. Nonexclusive Easement. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR**'s successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **GRANTEE**'s rights and use as set forth herein.

9. Hold Harmless. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER GRANTEE'S DIRECTION. GRANTEE FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY GRANTOR IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.**

10. Antiquities. **GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, GRANTEE MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT GRANTEE'S SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY GRANTEE TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. GRANTOR will not be liable for any costs of GRANTEE, GRANTEE's contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10. GRANTEE agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property will remain with GRANTOR.**

11. Use of Property; Compliance. **GRANTEE** will not commit or suffer to be committed waste upon the Property and will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before breaking ground and during the term of this Agreement, **GRANTEE** must comply with and obtain

any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property.

12. Hazardous Waste. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS CAUSED BY GRANTEE’S USE, THEN TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS’ FEES, CONSULTANTS’ FEES AND EXPERTS’ FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIATION, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, **GRANTOR** has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim **GRANTOR** may have against **GRANTEE**; provided, however, **GRANTOR** will give **GRANTEE** written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation; provided further however, if such condition cannot reasonably be cured within said thirty (30) day period, **GRANTEE** shall commence to cure such condition within said thirty (30) day period and shall thereafter prosecute such action diligently and continuously to completion within a reasonable time period following **GRANTOR**’s notice. Upon timely correction, as determined by **GRANTOR** in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to **GRANTOR** without the necessity of any further action or suit on the part of **GRANTOR**. Upon termination or abandonment, **GRANTEE** agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination or abandonment, then **GRANTOR** will have the right to file the Release of Easement. Abandonment will be deemed to have occurred when the Easement is not used for the

purposes granted for a continuous period of one (1) calendar year, unless such non-use is caused by force majeure or other cause outside the reasonable control of **GRANTEE**.

14. Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System
Attn: System Energy Resource Office
301 Tarrow St., Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
Email: energy@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Managing Counsel, Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

GRANTEE: City of Stephenville
Attn: Public Works Office
298 W. Washington St.
Stephenville, Texas 76401
Phone: (254) 918-1223

15. Waiver. The failure of **GRANTEE** or **GRANTOR** to insist in any particular instance on a strict performance of any of the covenants of this Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

16. Privileges and Immunities. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.

17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas. Pursuant

to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** must be in Brazos County, Texas.

18. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

19. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

20. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

21. Assignment. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR** and any attempt by **GRANTEE** to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate. Any permitted sale, assignment, encumbrance or conveyance may be subject to payment of an administrative fee to **GRANTOR**.

22. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

23. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

24. Renewal. This Agreement is a renewal of a prior Easement Agreement between **GRANTOR** and **GRANTEE** recorded as Document Number 2021-07030 of the Official Public Records of Erath County, Texas. As provided in Section 23, this Agreement is intended to replace and supersede any prior agreement.

25. Effective Date. This Agreement is deemed to be in force as of the 19th day of October, 2022, regardless of the date actually signed.

[SIGNATURE PAGES TO FOLLOW]

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By: *[Signature]*

GINA JOSEPH
Managing Counsel, Property & Construction
The Texas A&M University System

APPROVED AS TO FORM:

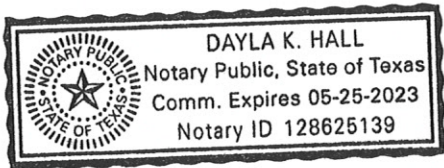
[Signature]

JENNIFER WRIGHT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this 3rd day of August, 2022 by **GINA JOSEPH**, Managing Counsel, Property and Construction of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.



[Signature]
Notary Public in and for
The State of Texas

TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

CITY OF STEPHENVILLE

By: _____
DOUG SVIEN
Mayor

ATTEST:

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF ERATH §

This instrument was acknowledged before me this ___ day of _____, 2022 by **DOUG SVIEN**, Mayor of the City of Stephenville, on behalf of said municipality.

Notary Public in and for
The State of Texas

EXHIBIT "A"

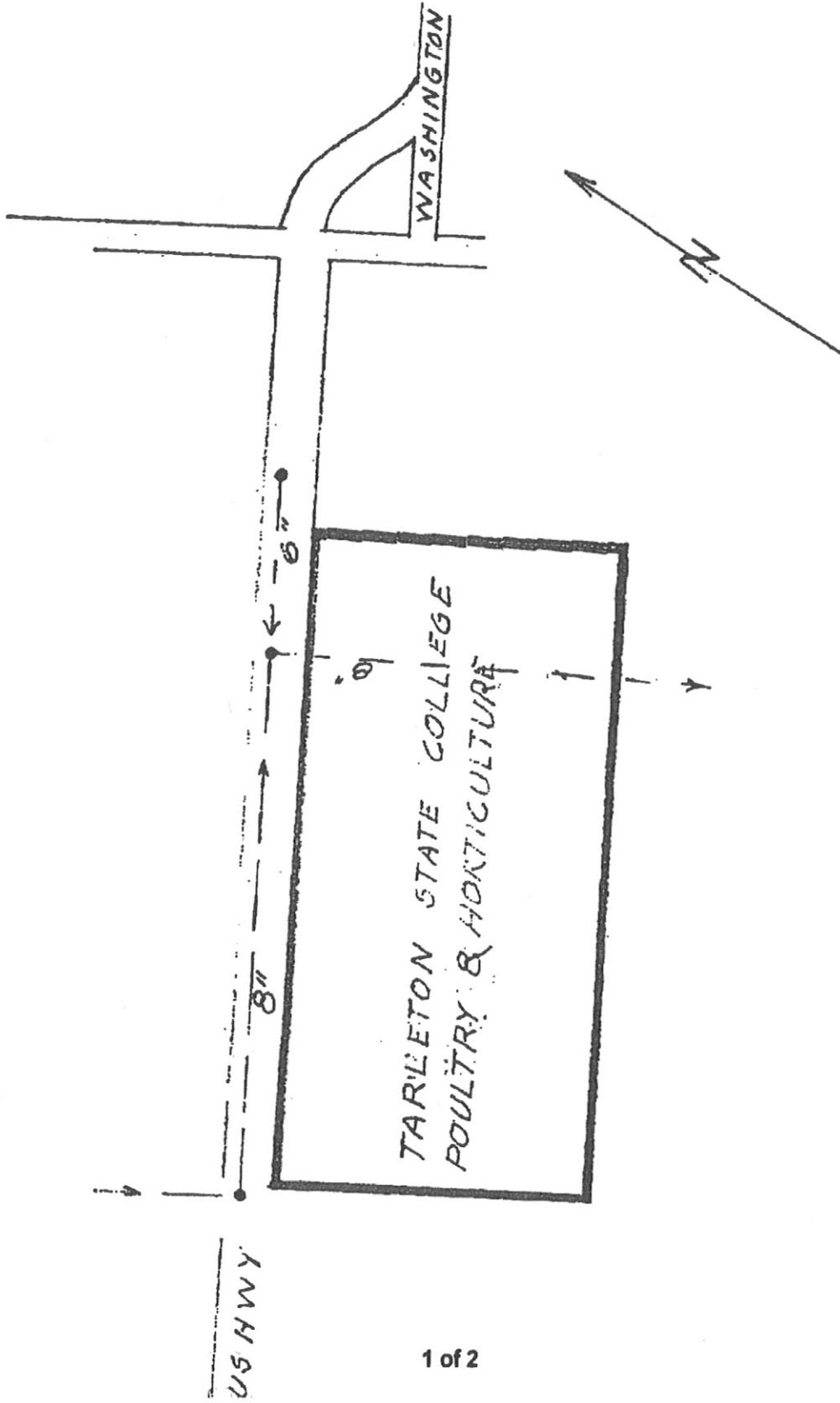
**City of Stephenville, Texas – Sewer Line
Eight-Inch (8")**

An easement for a strip ten (10') feet in width across the Poultry and Horticultural Farm for the purpose of operating a sewer line. The centerline of said easement being described as follows:

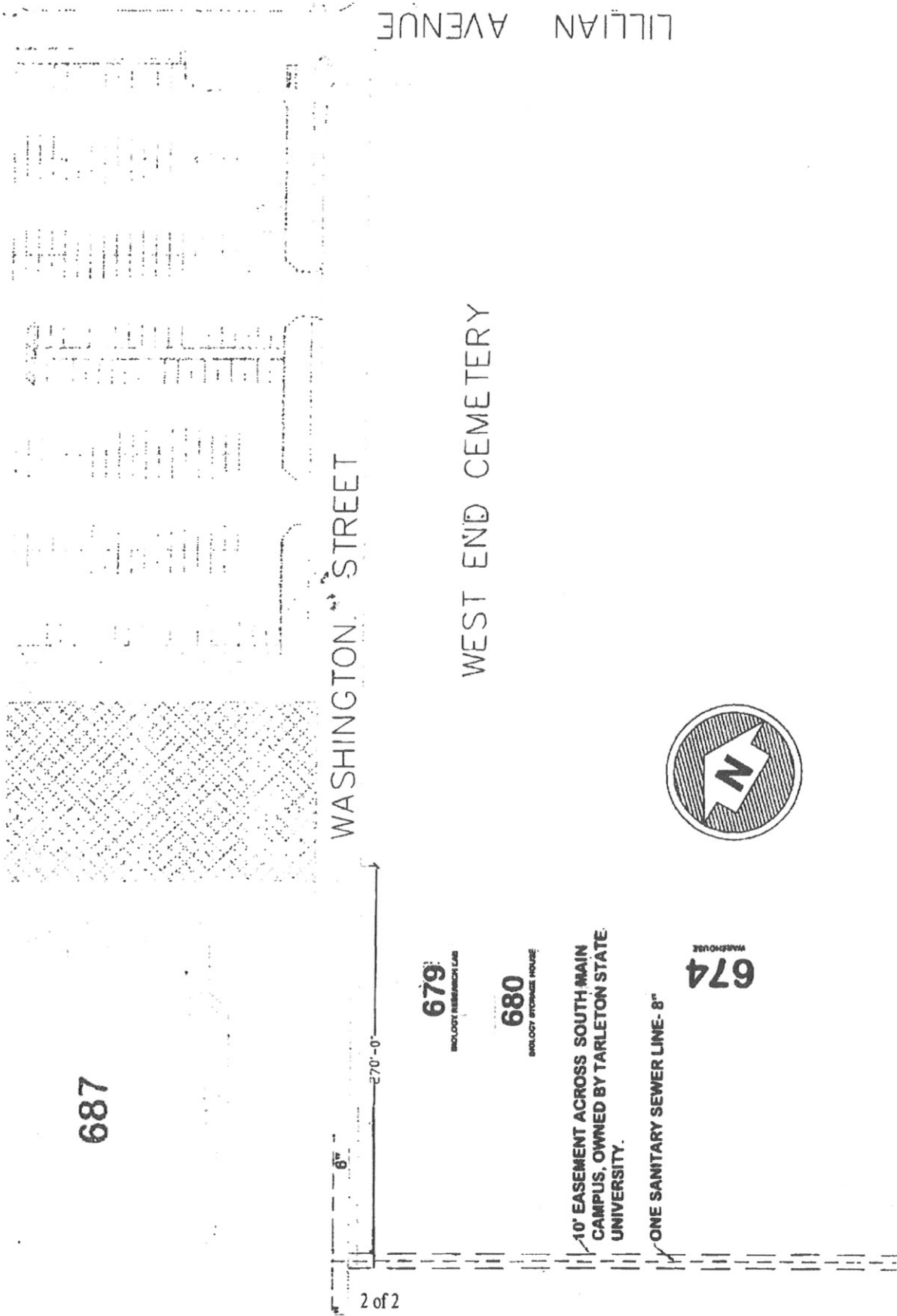
BEGINNING at a point in the South right-of-way line of U.S. Highway No. 377. Said South right-of-way line of U.S. Highway No. 377 being the North property line of said tract of land owned by Tarleton State University. Said point of beginning being two hundred seventy feet (270') in a westerly direction along said South right-of-way line of U.S. Highway No. 377 from the northeast corner of said Tarleton State University tract of land. Said Northeast corner of the Tarleton State University tract of land be the Northern most West corner of the West End Cemetery.

THENCE South 30° 0' 00" East across said Tarleton State University tract of land to a point of exit in the South line of said Tarleton State University tract of land being a North line of the West End Cemetery. Said point of exit being two hundred ninety feet (290') in a westerly direction along said South line of the Tarleton State University tract of land and the said North line of the West End Cemetery from the Southeast corner of said Tarleton State University tract of land. Said Southeast corner of the Tarleton State University tract of land being an inside Northwest corner of the West End Cemetery.

EXHIBIT "B"



1 of 2



LILLIAN AVENUE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT
(Waterlines)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor (“**GRANTOR**”), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents by Texas Education Code §85.26, for Ten Dollars (\$10) and other good and valuable consideration, hereby **GRANTS, BARGAINS, SELLS and CONVEYS** to the **CITY OF STEPHENVILLE**, as grantee (“**GRANTEE**”), its permitted successors and assigns, a nonexclusive easement (the “Easement”) for operating, maintaining, repairing, replacing, and rebuilding an eight inch (8”) and a fourteen inch (14”) diameter underground waterline (collectively, the “Line”). The Easement is ten feet (10’) in width across and under certain property of **GRANTOR** (the “Property”), located in Erath County, Texas, more particularly described in Exhibit A attached hereto and made a part of this Easement Agreement (this “Agreement”).

2. Purpose and Location of Easement. The Easement is granted for the purpose of operating, maintaining, repairing, replacing, and rebuilding the Line. A plat of the Property showing the surface area affected by the Easement and the location of the Line and **GRANTEE**’s right-of-way is depicted on Exhibit B attached and made a part of this Agreement. **GRANTEE** agrees to notify **GRANTOR** if the actual “as built” location of the Line varies significantly from the attached Exhibits, in which case the parties will record an amendment to this Agreement which accurately reflects the actual location of the Line.

3. Right of Access. **GRANTEE** has the right of ingress and egress across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, and rebuilding the Line. **GRANTEE** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for installing, constructing, operating, maintaining, repairing, replacing, and rebuilding the Line. Any gate or opening used by **GRANTEE** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. **GRANTEE** will clearly mark the location of the Line in a manner and to the extent such lines are generally marked by companies in the industry or as required by law. **GRANTEE** must bury any replacement of the Line not less than forty-two inches (42”) below the surface. **GRANTEE** agrees to notify **GRANTOR** at least five (5) business days prior to commencement of any repairs or replacements, unless the repairs are due to an emergency, in which case the **GRANTEE** will notify as soon as reasonable. **GRANTEE** agrees to cooperate with **GRANTOR**’s personnel in an onsite inspection to assess any damages resulting from **GRANTEE**’s activities.

During the Term of this Agreement, if **GRANTEE** damages or destroys any fence, road, bridge, culvert, building, or other improvement, or any real or personal property, other than its own property, **GRANTEE** must, within a reasonable period of time, repair or replace the

improvement or property to the extent that such improvement or property will, as nearly as practicable, be in like condition as before such damage or destruction. In lieu of requiring repair or replacement, **GRANTOR** may, at its option, require that **GRANTEE** pay money damages, including without limitation, those damages incurred as a result of **GRANTEE** or its agents or employees entering or departing the Property, or by reason of being present on the Property.

5. No Fee Interest Granted. This is a grant of a nonexclusive easement only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, leases, easements and other encumbrances filed of record or apparent on the ground. **GRANTOR** expressly retains all rights to grant, control and renew all restrictions, reservations, covenants, conditions, leases, easements and other encumbrances, of every kind and character, on, over or under the Property.

6. Duration of Easement. This grant is for a term of four (4) years from the Effective Date and may be renewed only at the election of **GRANTOR** subject to Texas Education Code §85.26(c). **GRANTEE** agrees to provide **GRANTOR** written notice requesting renewal of the term at least six (6) months prior to the expiration date of this Easement. **GRANTOR** will respond in writing indicating whether the term will be renewed. **GRANTEE** expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from **GRANTOR**, is a violation of state law that subjects **GRANTEE** to a penalty of One Hundred Dollars (\$100) for each day of such violation. **GRANTEE** agrees to pay **GRANTOR** such penalty within ten (10) business days after receipt of notice from **GRANTOR** sent in compliance with Section 14 of this Agreement.

7. Removal of Equipment and Improvements. Provided all obligations to **GRANTOR** under this Agreement are fully satisfied, unless otherwise directed by **GRANTOR** in writing, **GRANTEE** must remove any of its above-ground or below-ground equipment and improvements, including the Line (hereinafter, the "Improvements") from the Property within sixty (60) calendar days following the date of termination or abandonment of the Easement granted by this Agreement.

With respect to any Improvements, **GRANTOR** can elect the following by giving **GRANTEE** written notice: (a) **GRANTOR** may require **GRANTEE** to remove and dispose of all or any part of the Improvements, within sixty (60) calendar days following the date of the written notice; (b) **GRANTOR** may require **GRANTEE** to cut and/or, as appropriate, cap the Line at **GRANTOR**'s property line(s) within thirty (30) calendar days following the date of the written notice and leave it in place in a safe condition, in compliance with all applicable laws and regulations related thereto, and **GRANTOR** will thereafter have all rights, title, ownership and possession to the Line and its appurtenances, including the right to sell, assign, grant, and/or use the Line; or (c) **GRANTOR** can undertake to remove and dispose of the Improvements at the expense of **GRANTEE**.

If removal by **GRANTEE** causes injury to the Property or to any interests of **GRANTOR**, **GRANTEE** will restore the Property or interests or, at **GRANTOR**'s option, pay for such damage within sixty (60) calendar days after completion of such removal. If **GRANTEE** fails to perform

as required in this Section 7 within the time set forth above, **GRANTOR** will have the right to retain the Improvements or remove and dispose of same and collect on demand all costs of removal and disposal from **GRANTEE**, plus interest at the lesser of ten percent (10%) per annum or the highest rate permitted by Texas law from the date such costs are incurred until the date of payment.

8. Nonexclusive Easement. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR**'s successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **GRANTEE**'s rights and use as set forth herein.

9. Hold Harmless. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER GRANTEE'S DIRECTION. GRANTEE FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY GRANTOR IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.**

10. Antiquities. **GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, GRANTEE MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT GRANTEE'S SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY GRANTEE TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. GRANTOR will not be liable for any costs of GRANTEE, GRANTEE's contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10. GRANTEE agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property will remain with GRANTOR.**

11. Use of Property; Compliance. **GRANTEE** will not commit or suffer to be committed waste upon the Property and will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before

breaking ground and during the term of this Agreement, **GRANTEE** must comply with and obtain any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property.

12. Hazardous Waste. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS CAUSED BY GRANTEE'S USE, THEN TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIATION, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, **GRANTOR** has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim **GRANTOR** may have against **GRANTEE**; provided, however, **GRANTOR** will give **GRANTEE** written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation; provided further however, if such condition cannot reasonably be cured within said thirty (30) day period, **GRANTEE** shall commence to cure such condition within said thirty (30) day period and shall thereafter prosecute such action diligently and continuously to completion within a reasonable time period following **GRANTOR's** notice. Upon timely correction, as determined by **GRANTOR** in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to **GRANTOR** without the necessity of any further action or suit on the part of **GRANTOR**. Upon termination or abandonment, **GRANTEE** agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination or abandonment, then **GRANTOR** will have the right to file the Release of

Easement. Abandonment will be deemed to have occurred when the Easement is not used for the purposes granted for a continuous period of one (1) calendar year, unless such non-use is caused by force majeure or other cause outside the reasonable control of **GRANTEE**.

14. Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System
Attn: System Energy Resource Office
301 Tarrow St., Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
Email: energy@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Managing Counsel, Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

GRANTEE: City of Stephenville
Attn: Public Works Office
298 W. Washington St.
Stephenville, Texas 76401
Phone: (254) 918-1223

15. Waiver. The failure of **GRANTEE** or **GRANTOR** to insist in any particular instance on a strict performance of any of the covenants of this Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

16. Privileges and Immunities. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.

17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction,

will be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** must be in Brazos County, Texas.

18. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

19. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

20. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

21. Assignment. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR** and any attempt by **GRANTEE** to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate. Any permitted sale, assignment, encumbrance or conveyance may be subject to payment of an administrative fee to **GRANTOR**.

22. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

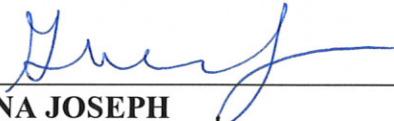
23. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

24. Renewal. This Agreement is a renewal of a prior Easement Agreement between **GRANTOR** and **GRANTEE** recorded as Document Number 2021-07028 of the Official Public Records of Erath County, Texas. As provided in Section 23, this Agreement is intended to replace and supersede any prior agreement.


25. Effective Date. This Agreement is deemed to be in force as of the 7th day of October, 2022, regardless of the date actually signed.

[SIGNATURE PAGES TO FOLLOW]

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By: 
GINA JOSEPH
Managing Counsel, Property & Construction
The Texas A&M University System

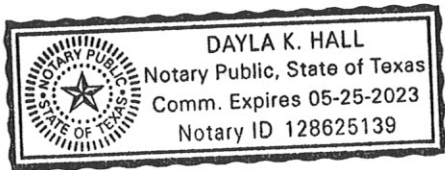
APPROVED AS TO FORM:

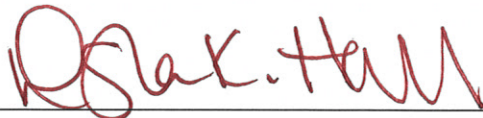

JENNIFER WRIGHT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this 23rd day of August, 2022 by **GINA JOSEPH**, Managing Counsel, Property and Construction of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.




Notary Public in and for
The State of Texas

TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

CITY OF STEPHENVILLE

By: _____
DOUG SVIEN
Mayor

ATTEST:

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ERATH §

This instrument was acknowledged before me this ___ day of _____, 2022 by **DOUG SVIEN**, Mayor of the City of Stephenville, on behalf of said municipality.

Notary Public in and for
The State of Texas

EXHIBIT "A"

**City of Stephenville, Texas - Two Water Collector Lines
Fourteen-Inch (14") and Eight-Inch (8")**

An easement for a strip ten (10') feet in width across the Poultry and Horticultural Farm for the purpose of operating two water collector lines. The centerline of said easement being described as follows:

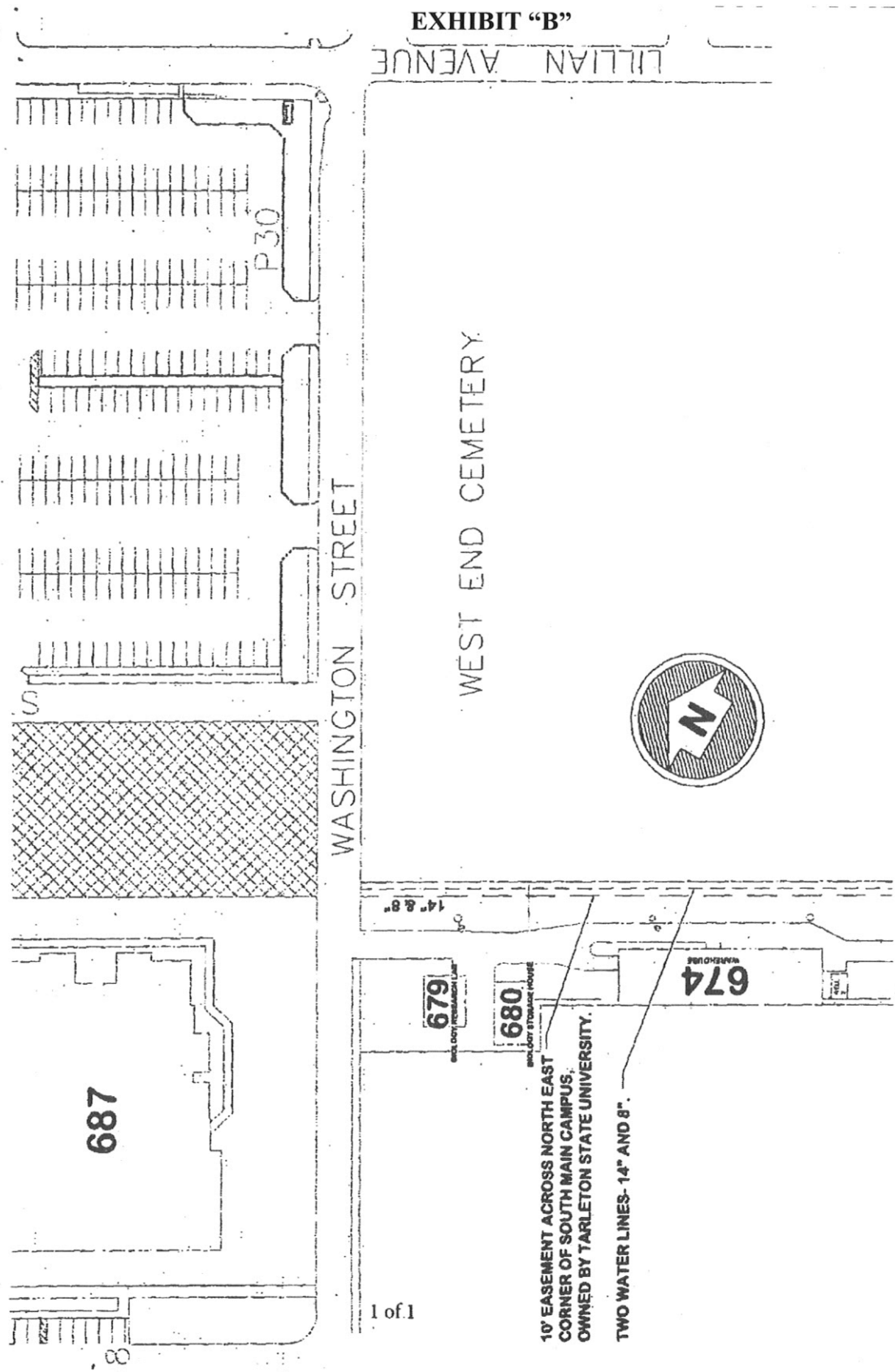
BEGINNING at a point in the South right-of-way line of U.S. Highway No. 377. Said South right-of-way line of U.S. Highway No. 377 being the North property line of said tract of land owned by Tarleton State University. Said point of beginning being five feet (5') in a westerly direction along said South right-of-way line of U.S. Highway No. 377 from the northeast corner of said Tarleton State University tract of land. Said Northeast corner of the Tarleton State University tract of land be the Northern most West corner of the West End Cemetery.

THENCE in a Southerly direction five feet (5') West of and parallel to the East property line of said Tarleton State University tract of land; said East line of the Tarleton State University, to a point of exit in the South line of said Tarleton State University tract of land being a North line of the West End Cemetery. Said point of exit being five feet (5') in a westerly direction along said South line of the Tarleton State University tract of land and the said North line of the West End Cemetery from the Southeast corner of said Tarleton State University tract of land. Said Southeast corner of the Tarleton State University tract of land being an inside Northwest corner of the West End Cemetery.

1 of 1

Page 9 of 10

EXHIBIT "B"



1 of 1

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retain the Improvements or remove and dispose of same and collect on demand all costs of removal and disposal from **GRANTEE**, plus interest at the lesser of ten percent (10%) per annum or the highest rate permitted by Texas law from the date such costs are incurred until the date of payment.

8. Nonexclusive Easement. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR**'s successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **GRANTEE**'s rights and use as set forth herein.

9. Hold Harmless. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER GRANTEE'S DIRECTION. GRANTEE FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY GRANTOR IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.**

10. Antiquities. **GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, GRANTEE MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT GRANTEE'S SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY GRANTEE TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. GRANTOR will not be liable for any costs of GRANTEE, GRANTEE's contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10. GRANTEE agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property will remain with GRANTOR.**

11. Use of Property; Compliance. **GRANTEE** will not commit or suffer to be committed waste upon the Property and will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before breaking ground and during the term of this Agreement, **GRANTEE** must comply with and obtain

any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property.

12. Hazardous Waste. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS CAUSED BY GRANTEE'S USE, THEN TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIATION, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, **GRANTOR** has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim **GRANTOR** may have against **GRANTEE**; provided, however, **GRANTOR** will give **GRANTEE** written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation; provided further however, if such condition cannot reasonably be cured within said thirty (30) day period, **GRANTEE** shall commence to cure such condition within said thirty (30) day period and shall thereafter prosecute such action diligently and continuously to completion within a reasonable time period following **GRANTOR's** notice. Upon timely correction, as determined by **GRANTOR** in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to **GRANTOR** without the necessity of any further action or suit on the part of **GRANTOR**. Upon termination or abandonment, **GRANTEE** agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination or abandonment, then **GRANTOR** will have the right to file the Release of Easement. Abandonment will be deemed to have occurred when the Easement is not used for the

purposes granted for a continuous period of one (1) calendar year, unless such non-use is caused by force majeure or other cause outside the reasonable control of **GRANTEE**.

14. Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System
Attn: System Energy Resource Office
301 Tarrow St., Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
Email: energy@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Managing Counsel, Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

GRANTEE: City of Stephenville
Attn: Public Works Office
298 W. Washington St.
Stephenville, Texas 76401
Phone: (254) 918-1223

15. Waiver. The failure of **GRANTEE** or **GRANTOR** to insist in any particular instance on a strict performance of any of the covenants of this Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

16. Privileges and Immunities. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.

17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas. Pursuant

to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** must be in Brazos County, Texas.

18. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

19. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

20. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

21. Assignment. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR** and any attempt by **GRANTEE** to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate. Any permitted sale, assignment, encumbrance or conveyance may be subject to payment of an administrative fee to **GRANTOR**.

22. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

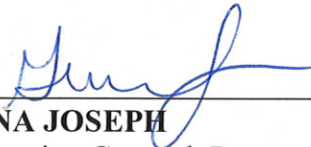
23. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

24. Renewal. This Agreement is a renewal of a prior Easement Agreement between **GRANTOR** and **GRANTEE** recorded as Document Number 2012-07220 of the Official Public Records of Erath County, Texas. As provided in Section 23, this Agreement is intended to replace and supersede any prior agreement.

25. Effective Date. This Agreement is deemed to be in force as of the 9th day of August, 2022, regardless of the date actually signed.

[SIGNATURE PAGES TO FOLLOW]

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By: 

GINA JOSEPH
Managing Counsel, Property & Construction
The Texas A&M University System

APPROVED AS TO FORM:



JENNIFER WRIGHT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

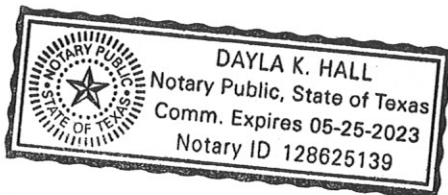
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this 23rd day of August, 2022 by **GINA JOSEPH**, Managing Counsel, Property and Construction of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.



Notary Public in and for
The State of Texas



TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

CITY OF STEPHENVILLE

By: _____
DOUG SVIEN
Mayor

ATTEST:

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ERATH §

This instrument was acknowledged before me this ___ day of _____, 2022 by **DOUG SVIEN**, Mayor of the City of Stephenville, on behalf of said municipality.

Notary Public in and for
The State of Texas

EXHIBIT "A"

CITY OF STEPHENVILLE

WATERLINE EASEMENT DESCRIPTION

BEING a waterline easement within the City of Stephenville, Erath County, Texas and being ten (10) feet in width lying within a portion of W. Tarleton Street as deeded to Tarleton State University by the City of Stephenville as recorded in Volume 535, Page 92 of the Deed Records of Erath County, Texas, said waterline easement being more particularly described by metes and bounds as follows:

COMMENCING at a point on the West line of said W. Tarleton Street as deeded to Tarleton State University, being on the East Right of Way line of St. Felix Street and the Southwest corner of a Utility Easement to the City of Stephenville as recorded in Volume 1039, Page 21, of said Deed Records from said commencing point a railroad spike found at the apparent centerline of said W. Tarleton Street and said St. Felix Avenue Right of Way bears South 51 degrees 38 minutes 30 seconds West, a distance of 25.24 feet and a found railroad spike at the apparent Northeast corner of Lot 28, Block E-39, Groesbeeck and McClelland Addition as shown on King's 1956 Map of Stephenville as recorded in Volume 381, Page 105 of said Deed Records, also as recorded in Volume 78, Page 141 of said Deed Records bears South 30 degrees 43 minutes 31 seconds West, a distance of 57.35 feet; THENCE North 29 degrees 57 minutes 23 seconds West, with the apparent West line of said W. Tarleton Street as deeded to Tarleton State University, and a West line of said Utility Easement, a distance of 10.00 feet, THENCE North 60 degrees 17 minutes 53 seconds East, along a North line of said Utility Easement, a distance of 335.60 feet to the POINT OF BEGINNING of said waterline easement hereon described:

THENCE North 23 degrees 35 minutes 43 seconds East, a distance of 16.73 feet;

THENCE North 60 degrees 17 minutes 53 seconds East, a distance of 208.87 feet;

THENCE South 29 degrees 42 minutes 07 seconds East, a distance of 10.00 feet to a point on a North line of said Utility Easement;

THENCE South 60 degrees 17 minutes 53 seconds West, a distance of 222.29 feet to the POINT OF BEGINNING and containing 2,156 Square Feet or 0.05 acre of land.

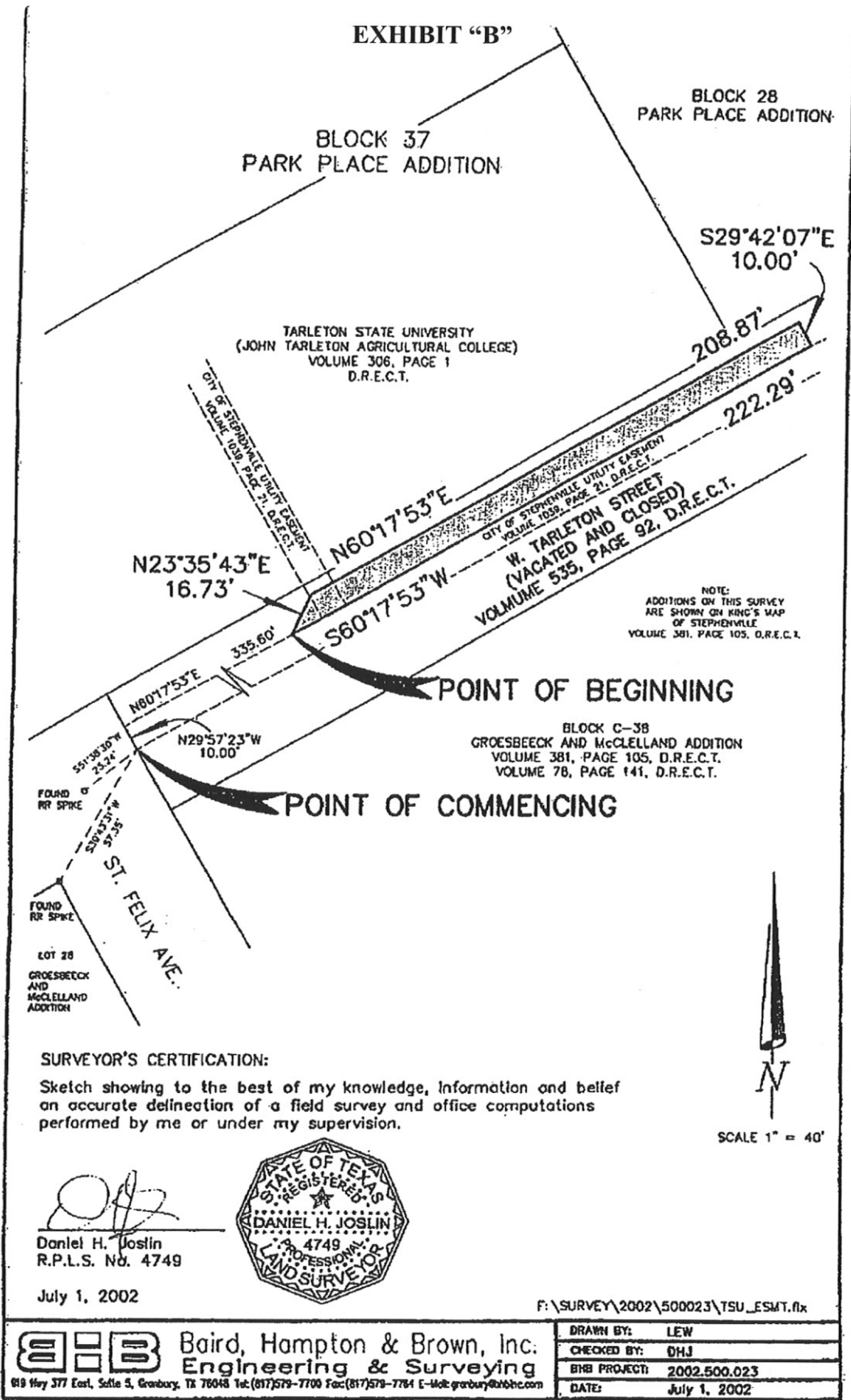
Reference bearing basis per monuments found on the east line of Lot 28, Block E-39, Groesbeeck and McClelland Addition as shown on King's 1956 Map of Stephenville, recorded in Volume 381, Page 105 of the Deed Records of Erath County, Texas, and also recorded in Volume 78, Page 141 of the Deed Records of Erath County, Texas. (North 29 degrees 57 minutes 23 seconds West)

Daniel H. Joslin
R.P.L.S. No. 4749

July 1, 2002

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SURVEYOR'S CERTIFICATION:

Sketch showing to the best of my knowledge, information and belief on accurate delineation of a field survey and office computations performed by me or under my supervision.

[Signature]
Daniel H. Joslin
R.P.L.S. No. 4749



July 1, 2002

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BHB Baird, Hampton & Brown, Inc.
Engineering & Surveying
619 Hwy 377 East, Suite 5, Grobary, TX 76048 Tel: (817) 579-7700 Fax: (817) 579-7764 E-Mail: grobary@bhbc.com

DRAWN BY:	LEW
CHECKED BY:	DHJ
BHB PROJECT:	2002.500.023
DATE:	July 1, 2002

Public Works
STAFF REPORT



SUBJECT: 2022 Pavement Maintenance Project – Chip Seal
MEETING: Council Meeting – 06 SEP 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends award of the 2022 Chip Seal project bid to Jay Mills Contracting in the amount of \$405,546.00.

BACKGROUND:

On August 29, 2022, the City of Stephenville opened bids for the above referenced project. Two bids were received. The low bid was received by Jay Mills Contracting of Stephenville, TX.

PROJECT:

The project includes the application of emulsified asphalt, cover coat aggregate and a fog seal to existing roadways.

FISCAL IMPACT SUMMARY:

Project funding was appropriated in the adopted FY21-22 budget. Ample funds exist to perform the full project scope. Approximately \$95,000 remains budgeted for annual pavement maintenance and staff will work with the contractor to expand the project area to utilize the remaining funds efficiently. A copy of the bid tab is shown below.

ATTACHMENTS:

2022 PAVEMENT MAINTENANCE PROJECT – CHIP SEAL

City of Stephenville, TX
Bid Opened August 29, 2022

	CONTRACTOR	LOCATION	TOTAL BID
1	Rose Contracting, Inc	McKinney, TX	\$519,630.95
2	Jay Mills Contracting	Stephenville, TX	\$405,546.00