



## REGULAR CITY COUNCIL MEETING

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

### AGENDA

#### CALL TO ORDER

#### PLEDGES OF ALLEGIANCE

#### INVOCATION

Mayci Hamilton with Stephenville Junior High School Fellowship of Christian Athletes

#### PRESENTATIONS AND RECOGNITIONS

Stephenville ISD FFA National Champion Recognition

Presentation of Donation from Keep Stephenville Beautiful

[Proclamation](#) Recognizing the Texas Treasure Award Received by Swindle's Jewelry

Administer Oath of Office to Newest Stephenville Police Officer

Stephenville Police Department Presentation of Life Saving Award

#### CITIZENS GENERAL DISCUSSION

#### REGULAR AGENDA

- [1.](#) Order of Election for May 4, 2024 Election
- [2.](#) 2023 Stephenville Police Department Racial Profiling Report
- [3.](#) Consider Approval of Resolution of Support Regarding Texas Department of Transportation's Prioritization of US HWY 377 Projects
- [4.](#) Consider Approval of the Rifle-Resistant Body Armor Grant Application
- [5.](#) Consider Approval of the Ballistic Helmet Grant Application
- [6.](#) Consider Approval of Wayfinding Sign Design and Contract for the Fabrication Phase

#### PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

- [7.](#) Consider Approval of Waiver for all Development Fees Related to Retirement Living for Seniors

#### [8.](#) CASE NO.: RZ2024-001

Applicant Wayne Hayes is Requesting a Rezone for Property Located at 580 Race, being Parcel R32720, Acres 0.103, S5400 PARK PLACE ADDITION, BLOCK 2, LOT 8A of the City of Stephenville, Erath County, Texas from Retail and Commercial (B-2) to Single Family Residential (R-1)

- [9.](#) PUBLIC HEARING Case No.: RZ2024-001

[10.](#) Consider Approval of Ordinance Rezoning a Property Located at 580 Race, being Parcel R32720, Acres 0.103, S5400 PARK PLACE ADDITION, BLOCK 2, LOT 8A of the City of Stephenville, Erath County, Texas from Retail and Commercial (B-2) to Single Family Residential (R-1)

**[11.](#) CASE NO.: RZ2024-002**

Applicant Wayne Hayes is Requesting a Rezone for Property Located at 590 Race, being Parcel R32719, S5400 PARK PLACE ADDITION, BLOCK 2, LOT 7A of the City of Stephenville, Erath County, Texas from Retail and Commercial (B-2) to Single Family Residential (R-1)

**12. PUBLIC HEARING Case No.: RZ2024-002**

[13.](#) Consider Approval of Ordinance Rezoning a Property Located at 590 Race, being Parcel R32719, S5400 PARK PLACE ADDITION, BLOCK 2, LOT 7A of the City of Stephenville, Erath County, Texas from Retail and Commercial (B-2) to Single Family Residential (R-1)

**TOURISM AND VISITORS BUREAU COMMITTEE**

LeAnn Durfey, Chair

[14.](#) Tourism & Visitors Bureau Committee Report from January 16, 2024

[15.](#) Consider Approval of HOT Funds Application - Joe Beaver's Superstars Roping

**PARKS AND LEISURE SERVICES COMMITTEE**

Lonn Reisman, Chair

[16.](#) Parks and Leisure Services Committee Report from January 16, 2024

[17.](#) Consider Approval of Sports Feasibility Study with Synergy Sports Charlotte, LLC

**PUBLIC WORKS COMMITTEE**

Mark McClinton, Chair

[18.](#) Public Works Committee Report from January 16, 2024

[19.](#) Consider Approval of a Professional Services Agreement with LJA Engineering, Inc.

[20.](#) Consider Approval of a Professional Services Proposal with Raftelis Financial Consultants, Inc.

[21.](#) Consider Approval of the Annual Rate with the Upper Leon River Municipal Water District

[22.](#) Consider Approval of Change Order No. 5 for the Long Street Reconstruction Project

[23.](#) Consider Approval of Change Order No. 7 for the Harbin Drive Reconstruction Project

**DEVELOPMENT SERVICES COMMITTEE**

David Baskett, Chair

[24.](#) Development Services Committee Report from January 16, 2024

**PERSONNEL COMMITTEE**

Brandon Greenhaw, Chair

[25.](#) Personnel Committee Report from January 16, 2024

26. Consider Approval of Stephenville Fire Department and Stephenville Police Department Incentive Programs

**PUBLIC HEALTH AND SAFETY COMMITTEE**

Bob Newby, Chair

[27.](#) Public Health and Safety Committee Report for February 2, 2024

[28.](#) Consider Approval of Erath County Joint Dispatch Center Communications Manager Position

**FINANCIAL REPORTS**

Monica Harris, Director of Finance

[29.](#) Monthly Budget Report for the Period Ending December 31, 2023

[30.](#) Quarterly Investment Report for the Period Ending December 31, 2023

**STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT**

Jeff Sandford, Executive Director

**CONSENT AGENDA**

[31.](#) Consider Approval of Minutes - Regular City Council Meeting, January 2, 2024

[32.](#) Consider Approval of Minutes - City Council Work Session, January 16, 2024

[33.](#) Consider Approval of Minutes - Special City Council Meeting, January 16, 2024

[34.](#) Consider Approval of an Assessment Resolution for Steering Committee of Cities Served by Oncor

[35.](#) Consider Approval of an Assessment Resolution for Steering Committee of Cities Served by Atmos Energy

[36.](#) Consider Approval of 377 Pump Station Generator Purchase

[37.](#) Consider Approval of Auction Items

**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

**38. Section 551.087. Deliberation Regarding Economic Development Negotiations** - Project Reload

**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.***

**Proclamation of Recognition**  
**THE TEXAS TREASURE AWARD**

**WHEREAS;** The Texas Treasure Award pays tribute to our state’s well-established businesses and their exceptional historical contributions to communities across Texas; and

**WHEREAS,** Swindle's Jewelry was founded by Grady "Big Red" and Gracie "Gus" Swindle in Dublin, Texas and has been a family owned and operated jewelry store since 1942; and

**WHEREAS,** During WWII, Grady and Gracie founded a watchmaking school in the back of their store in Dublin to provide disabled veterans returning home from war an opportunity to learn the trade; and

**WHEREAS,** In the 1950s Swindle’s Jewelry was mentioned in *Ripley’s Believe It or Not* for their unusual name; and

**WHEREAS,** In the early 1980s Swindle’s Jewelry became famous for originating the coin class rings designed by Pinkie Swindle for Tarleton State University; and

**WHEREAS,** For over 80 years, our community has trusted this business with the most important days of their lives; and

**WHEREAS,** three generations of the Swindle family have served their customers; and

**WHEREAS,** Brit Van Zandt the great-grandson of the original owners, is now cultivating lasting business relationships with the great-grandchildren of many of the original Swindle’s Jewelry customers;

**NOW, THEREFORE,** I, Doug Svien, Mayor of the City of Stephenville, do hereby issue this Proclamation of Recognition to Swindle’s Jewelry in recognition of

**THE TEXAS TREASURE AWARD**

IN WITNESS WHEREOF, I have hereby set my hand and caused to be affixed the seal of the City of Stephenville, Texas, this 6<sup>th</sup> day of February 2024.

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Doug Svien, Mayor

**ORDER OF GENERAL ELECTION FOR THE CITY OF STEPHENVILLE, TEXAS**

An election is hereby ordered to be held on Saturday, May 4, 2024, for the purpose of electing the following:

- Council Member - Place 2
- Council Member - Place 4
- Council Member - Place 6
- Council Member - Place 8
- Mayor

**EARLY VOTING HOURS**

April 22 - 25 Monday – Thursday 8:00 am – 5:00 pm  
**EXTENDED HOURS : FRIDAY, APRIL 26 7AM -7PM**  
 April 29 – 30 Monday & Tuesday 8:00 am -5:00 pm

**EARLY VOTING LOCATIONS**

**NEW ERATH COUNTY ANNEX**

222 E. College St.  
Stephenville, TX 76401

**PATRICK STREET CHURCH OF CHRIST**

630 N. Patrick St.  
Dublin, TX 76446

**ELECTION DAY VOTING LOCATIONS**

**Saturday May 4, 2024**  
**7:00 a.m. – 7:00 p.m.**

**\*\*VOTE CENTERS (Erath County voters can vote at any one of the following locations on Election Day, regardless of where you reside in Erath County) \*\***

**NEW ERATH COUNTY ANNEX**

222 E. College St  
Stephenville, TX 76401

**TEXAS A&M AGRILIFE RESEARCH & EXTENSION CENTER**

1229 N. U.S. Hwy 281  
Stephenville, TX 76401

**PATRICK ST. CHURCH OF CHRIST**

630 N. Patrick St.  
Dublin, TX 76446

**TEXAS BANK**

988 Wolfe Nursery Rd.  
Stephenville, TX 76401

Applications for ballot by mail shall be mailed to:

Gwinda Jones, County Election Officer  
 222 E College St.  
 Stephenville, Texas 76401  
 (254) 965-1482  
[vote@co.erath.tx.us](mailto:vote@co.erath.tx.us)  
[www.co.erath.tx.us/184/Elections](http://www.co.erath.tx.us/184/Elections)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on **Tuesday, April 23, 2023.**

Federal Post Card Applications (FPCAs) must be received no later than the close of business on **Tuesday, April 23, 2024.**

Ordered this 6th day of February 2024, by the City Council of the City of Stephenville, Texas.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

# STAFF REPORT

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**SUBJECT:** Order of Election for May 4, 2024 Election

**DEPARTMENT:** Administration

**STAFF CONTACT:** Sarah Lockenour, City Secretary

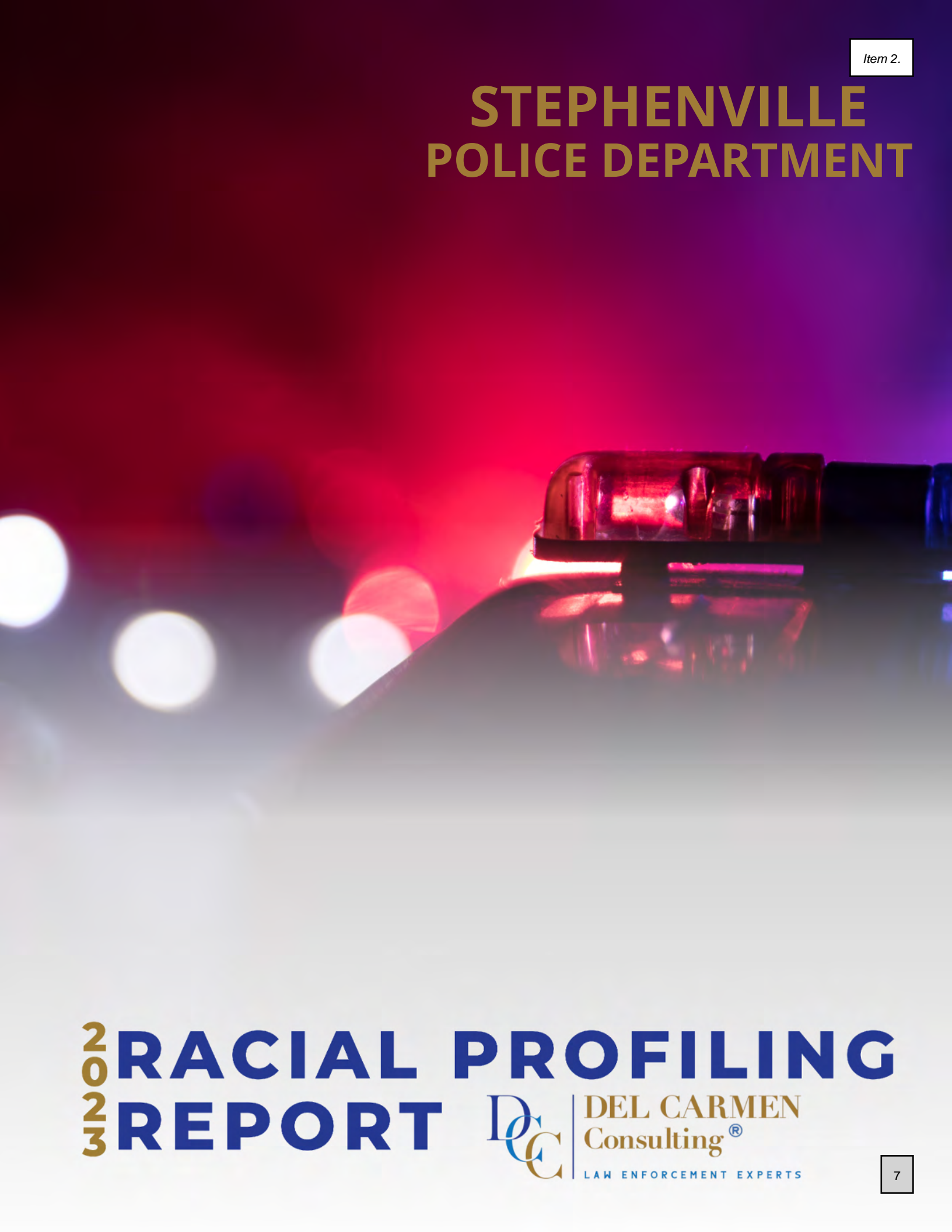
## RECOMMENDATION:

Staff requests Council approve the Order of Election for the City of Stephenville General Election to be held of Saturday, May 4, 2024, for the purpose of electing the following:

- Council Member Place 2
- Council Member Place 4
- Council Member Place 6
- Council Member Place 8
- Mayor

The City of Stephenville has contracted with Erath County for this election.

# STEPHENVILLE POLICE DEPARTMENT



# 2023 RACIAL PROFILING REPORT



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



January 18, 2024

Stephenville City Council  
356 N. Belknap St.  
Stephenville, TX 76401

Dear Distinguished Members of the City Council,

In 2001 the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. During the last calendar year, the Stephenville Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Stephenville Police Department and are included in this report.



In this report, you will find three sections with information on motor vehicle-related contacts. In addition, when appropriate, documentation is included which demonstrates the manner in which the Stephenville Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Stephenville Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Finally, section three contains statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/23 and 12/31/23. Further, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement), is included. The findings in this report support the Stephenville Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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## Public Education on Responding to Compliments and Complaints

### Informing the Public on the Process of Filing a Compliment or Complaint with the Stephenville Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Stephenville Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Stephenville Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Stephenville Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Stephenville Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Stephenville has been included in this report.

It is important to recognize that the Chief of the Stephenville Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Stephenville Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

# Racial Profiling Course 3256

## Texas Commission on Law Enforcement

### September 2001

## Racial Profiling 3256

### Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

### Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

**Target Population:** Licensed law enforcement personnel in Texas

**Prerequisites:** Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

**Material Requirements:** Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

**Instructor Qualifications:** Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

### Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

### Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

## Racial Profiling 3256

### 1.0 RACIAL PROFILING AND THE LAW

**1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.**

**1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.**

#### Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

#### A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

#### B. Not prima facie evidence

#### C. Feasibility of use of video equipment

#### D. Data does not identify officer

#### E. Copy of complaint-related video evidence to officer in question

#### F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

#### G. Compilation and analysis of data

#### H. Exemption from reporting – audio/video equipment

#### I. Officer non-liability

#### J. Funding

#### K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074



**1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.**

**A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)**

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

**B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)**

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

**C. Other cases**

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



## **2.0 RACIAL PROFILING AND THE COMMUNITY**

**2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.**

**2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.**

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

### 3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

**3.1 UNIT GOAL:** The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

**3.1.1 LEARNING OBJECTIVE:** The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
  2. The driver and passengers are questioned about things that do not relate to the traffic violation
  3. The driver and passengers are ordered out of the vehicle
  4. The officers visually check all observable parts of the vehicle
  5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
  6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)





**3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.**

- A. Drug courier profile (adapted from a profile developed by the DEA)
1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
  2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
  3. Vehicle is rented
  4. Driver is a young male, 20-35
  5. No visible luggage, even though driver is traveling
  6. Driver was over-reckless or over-cautious in driving and responding to signals
  7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

**3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.**

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
1. Non-standard repainting (esp. on a new vehicle)
  2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
  3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
  4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
1. Not consistent with traffic flow
  2. Driver is overly cautious, or driver/passengers repeatedly look at police car
  3. Driver begins using a car- or cell-phone when signaled to stop
  4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
- D. Vehicle interior
1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
  2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

**Resources**

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

# Report on Compliments and Racial Profiling Complaints



## Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/23-12/31/23 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Stephenville Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/23-12/31/23.

### **Complaints Filed for Possible Violations of The Texas Racial Profiling Law**

<b>Complaint Number</b>	<b>Alleged Violation</b>	<b>Disposition of the Case</b>

<b>Additional Comments:</b>

# Tables Illustrating Motor Vehicle-Related Contacts

## TIER 2 DATA

### TOTAL STOPS: 7,075

#### STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	4,777
US Highway	1,306
State Highway	865
County Road	60
Private Property	67

#### WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	845
No	6,230

#### RACE OR ETHNICITY

Alaska Native/American Indian	18
Asian/Pacific Islander	43
Black	324
White	5,406
Hispanic/Latino	1,284

#### GENDER

##### Female Total: 2,928

Alaska Native/American Indian	5
Asian/Pacific Islander	21
Black	107
White	2,359
Hispanic/Latino	436

##### Male Total: 4,147

Alaska Native/American Indian	13
Asian/Pacific Islander	22
Black	217
White	3,047
Hispanic/Latino	848

#### REASON FOR STOP?

##### Violation of Law Total: 81

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	63
Hispanic/Latino	18

##### Pre-existing Knowledge Total: 86

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	63
Hispanic/Latino	21

##### Moving Traffic Violation Total: 4,569

Alaska Native/American Indian	13
Asian/Pacific Islander	38
Black	206
White	3,488
Hispanic/Latino	824

## TIER 2 DATA

**Vehicle Traffic Violation Total: 2,339**

Alaska Native/American Indian	5
Asian/Pacific Islander	5
Black	116
White	1,792
Hispanic/Latino	421

**Contraband (in plain view) Total: 2**

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	1

**WAS SEARCH CONDUCTED?**

	YES	NO
Alaska Native/American Indian	2	16
Asian/Pacific Islander	5	38
Black	51	273
White	450	4,956
Hispanic/Latino	160	1,124
<b>TOTAL</b>	<b>668</b>	<b>6,407</b>

**Probable Cause Total: 192**

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	24
White	130
Hispanic/Latino	37

**Inventory Total: 248**

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	14
White	162
Hispanic/Latino	70

**REASON FOR SEARCH?****Consent Total: 179**

Alaska Native/American Indian	1
Asian/Pacific Islander	3
Black	8
White	126
Hispanic/Latino	41

**Incident to Arrest Total: 47**

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	31
Hispanic/Latino	11

## TIER 2 DATA

### WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	2
Asian/Pacific Islander	1	4
Black	20	31
White	179	271
Hispanic/Latino	54	106
<b>TOTAL</b>	<b>254</b>	<b>414</b>

### Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	1
Black	7	13
White	63	116
Hispanic/Latino	11	43
<b>TOTAL</b>	<b>81</b>	<b>173</b>

### DESCRIPTION OF CONTRABAND

#### Drugs Total: 188

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	17
White	134
Hispanic/Latino	37

#### Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

#### Weapons Total: 20

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	13
Hispanic/Latino	6

#### Alcohol Total: 54

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	1
White	37
Hispanic/Latino	15

## TIER 2 DATA

**Stolen Property Total: 0**

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

**Other Total: 18**

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	13
Hispanic/Latino	4

**RESULT OF THE STOP****Verbal Warning Total: 189**

Alaska Native/American Indian	3
Asian/Pacific Islander	0
Black	13
White	142
Hispanic/Latino	31

**Written Warning Total: 5,114**

Alaska Native/American Indian	10
Asian/Pacific Islander	31
Black	220
White	4,047
Hispanic/Latino	806

**Citation Total: 1,338**

Alaska Native/American Indian	4
Asian/Pacific Islander	10
Black	62
White	914
Hispanic/Latino	348

**Written Warning and Arrest Total: 64**

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	44
Hispanic/Latino	15

**Citation and Arrest Total: 11**

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	7
Hispanic/Latino	3

**Arrest Total: 359**

Alaska Native/American Indian	1
Asian/Pacific Islander	2
Black	23
White	252
Hispanic/Latino	81

## TIER 2 DATA

### ARREST BASED ON

#### Violation of Penal Code Total: 217

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	12
White	157
Hispanic/Latino	46

#### Violation of Traffic Law Total: 132

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	7
White	86
Hispanic/Latino	38

#### Violation of City Ordinance Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	2
Hispanic/Latino	0

#### Outstanding Warrant Total: 83

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	10
White	58
Hispanic/Latino	15

### Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	18
Asian/Pacific Islander	0	43
Black	0	324
White	1	5,405
Hispanic/Latino	3	1,281
<b>TOTAL</b>	<b>4</b>	<b>7,071</b>



# Tables Illustrating Motor Vehicle Related Contact Data

**Table 1. Citations and Warnings**

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
<b>Alaska Native/ American Indian</b>	18	4	3	10	0%	0%	2%	0%
<b>Asian/ Pacific Islander</b>	43	10	0	31	1%	1%	0%	1%
<b>Black</b>	324	63	13	220	5%	5%	7%	4%
<b>White</b>	5,406	921	142	4,047	76%	68%	75%	79%
<b>Hispanic/ Latino</b>	1,284	351	31	806	18%	26%	16%	16%
<b>TOTAL</b>	7,075	1,349	189	5,114	100%	100%	100%	100%



**Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison**

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
<b>Alaska Native/American Indian</b>	0%	0%
<b>Asian/Pacific Islander</b>	1%	0%
<b>Black</b>	5%	3%
<b>White</b>	76%	86%
<b>Hispanic/Latino</b>	18%	10%
<b>TOTAL</b>	100%	99%

**Table 3. Motor Vehicle Searches and Arrests.**

Race/Ethnicity	Searches	Consent Searches	Arrests
<b>Alaska Native/American Indian</b>	2	1	1
<b>Asian/Pacific Islander</b>	5	3	2
<b>Black</b>	51	8	29
<b>White</b>	450	126	303
<b>Hispanic/Latino</b>	160	41	99
<b>TOTAL</b>	668	179	434

**Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury**

<b>Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury</b>	<b>Arrest</b>	<b>Location of Stop</b>	<b>Reason for Stop</b>
1	01/04/23	City Street	Moving Traffic Violation
2	01/04/23	City Street	Moving Traffic Violation
3	08/07/23	City Street	Moving Traffic Violation
4	04/28/23	City Street	Vehicle Traffic Violation

**Table 5. Search Data**

<b>Race/Ethnicity</b>	<b>Searches</b>	<b>Contraband Found Yes</b>	<b>Contraband Found No</b>	<b>Arrests</b>	<b>Percent Searches</b>	<b>Percent Contraband Found</b>	<b>Percent No Contraband</b>	<b>Percent Arrest</b>
<b>Alaska Native/American Indian</b>	2	0	2	1	0%	0%	0%	0%
<b>Asian/Pacific Islander</b>	5	1	4	2	1%	0%	1%	0%
<b>Black</b>	51	20	31	29	8%	8%	7%	7%
<b>White</b>	450	179	271	303	67%	70%	65%	70%
<b>Hispanic/Latino</b>	160	54	106	99	24%	21%	26%	23%
<b>TOTAL</b>	668	254	414	434	100%	100%	100%	100%

**Table 6. Report on Audits.**

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/23-12/31/23.

<b>Audit Data</b>	<b>Number of Data Audits Completed</b>	<b>Date of Completion</b>	<b>Outcome of Audit</b>
1	1	03/01/23	Data was valid and reliable
2	1	06/01/23	Data was valid and reliable
3	1	09/01/23	Data was valid and reliable
4	1	12/01/23	Data was valid and reliable

**ADDITIONAL COMMENTS:**


**Table 7. Instance Where Force Resulted in Bodily Injury.**

<b>Race/Ethnicity</b>	<b>Number</b>	<b>Percent</b>
<b>Alaska Native/American Indian</b>	0	0%
<b>Asian/Pacific Islander</b>	0	0%
<b>Black</b>	0	0%
<b>White</b>	1	25%
<b>Hispanic/Latino</b>	3	75%
<b>TOTAL</b>	4	100%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	1	0	0	0%	1%	0%	0%
Asian/ Pacific Islander	2	0	0	0	1%	0%	0%	0%
Black	12	7	0	10	6%	5%	0%	12%
White	157	86	2	58	72%	65%	100%	70%
Hispanic/ Latino	46	38	0	15	21%	29%	0%	18%
<b>TOTAL</b>	217	132	2	83	100%	100%	100%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	2	0	0%	0%	0%
Asian/ Pacific Islander	5	1	20%	1%	0%
Black	51	20	39%	8%	8%
White	450	179	40%	67%	70%
Hispanic/Latino	160	54	34%	24%	21%

## Analysis and Interpretation of Data

In 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the central requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As previously noted, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

**1. A comparative analysis of the information compiled (under Article 2.133):**

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

**2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.**

As part of their effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Stephenville Police Department commissioned the analysis of its 2023 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2023 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the “other” category, as optional categories), who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2023 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Stephenville Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Stephenville Police Department in 2023 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, some civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Stephenville Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the city of Stephenville.

### **Tier 2 (2023) Motor Vehicle-Related Contact Analysis**

When examining the enhanced and more detailed Tier 2 data collected in 2023, it was evident that most motor vehicle-related contacts were made with Whites, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites, followed by Hispanics.

While reviewing searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches did not result in contraband; of those that produced contraband, most were of Whites; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Whites. Most arrests were made of Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department reports four instances where force was used that resulted in bodily injury.

### **Comparative Analysis**

A comprehensive analysis of the motor vehicle contacts made in 2023 to the census data relevant to the number of “households” in Stephenville who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites and American Indians who came in contact with police was the same or lower than the percentage of White and American Indian households in Stephenville that claimed in the last census to have access to vehicles. The opposite was true of Blacks, Hispanics, and Asians. That is, a higher percentage of Blacks, Hispanics, and Asians came in contact with police than the percentage of Black, Hispanic, and Asian households in Stephenville that claimed in the last census to have access to vehicles. It should be noted that the percentage difference among Black and Asian contacts with households is of less than 3%; thus, deemed by some as statistically insignificant.



The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Whites. This was followed by Blacks and Hispanics. This means that among all searches performed in 2023, the most significant percentage of these that resulted in contraband was among Whites. The lowest contraband hit rate was among American Indians.

### **Summary of Findings**

As referenced earlier, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Stephenville Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Stephenville Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Stephenville Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2024 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Stephenville Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

# Checklist

The following requirements were met by the Stephenville Police Department in accordance with The Texas Racial Profiling Law:

- ✔ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✔ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Stephenville Police Department from engaging in racial profiling.
- ✔ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✔ Provide public education related to the complaint and complaint process.
- ✔ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✔ Collect, report and analyze motor vehicle data (Tier 2).
- ✔ Commission Data Audits and a Search Analysis.
- ✔ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✔ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2024.
- ✔ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

# Legislative & Administrative *Addendum*

# TCOLE GUIDELINES

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

### Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

### **Standard 2**

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

### **Commentary**

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

### **Standard 3**

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

## Commentary

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

#### **Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

#### **Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

#### **Standard 5**

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

#### **Commentary**

None

#### **Standard 6**

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

#### **Commentary**

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

### **Standard 7**

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

### **Commentary**

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.



# The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.  
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

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

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

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

(1) clearly define acts constituting racial profiling;

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

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

(4) provide public education relating to the agency's complaint process;

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

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

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

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

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

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

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

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

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

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and  
(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

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

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;  
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

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President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

# Modifications to the Original Law

## (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION \_\_\_\_\_. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

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

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

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

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

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

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

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

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

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~



~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

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

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

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

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

SECTION \_\_\_\_\_. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race ~~[:~~

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION \_\_\_\_\_. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency];~~ and

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

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

SECTION \_\_\_\_\_. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION \_\_\_\_\_. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION \_\_\_\_\_. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION \_\_\_\_\_. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION \_\_\_\_\_. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
  - (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;  
or

(3) a commission rule.

SECTION \_\_\_\_\_. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

# Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

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

(A) Alaska native or American Indian;

(B) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino ~~[, Native American, or Middle Eastern descent]~~.

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino ~~[, or Native American descent]~~.

SECTION 3. This Act takes effect September 1, 2017.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

\_\_\_\_\_  
Governor



# The Sandra Bland Act

## (S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

### ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

### ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

### ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
  - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
  - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
  - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
  - (5) revise, amend, or change rules and procedures if necessary;
  - (6) provide to local government officials consultation on and technical assistance for county jails;
  - (7) review and comment on plans for the construction and major modification or renovation of county jails;
  - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
  - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
  - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
  - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
  - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
  - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
  - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
  - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
  - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
    - (A) common issues concerning jail administration;
    - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other



than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

#### ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
  - (A) civil rights, racial sensitivity, and cultural diversity;
  - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
  - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
  - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
    - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
    - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

## ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

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

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

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

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

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

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

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

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and  
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

\_\_\_\_\_  
Senate Speaker of the House

\_\_\_\_\_  
President of the

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:  
Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:  
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Chief Clerk of the House

**STEPHENVILLE  
POLICE DEPARTMENT  
RACIAL PROFILING POLICY**



**STEPHENVILLE POLICE DEPARTMENT  
POLICY AND PROCEDURE**

**GENERAL ORDER  
DISTRIBUTION: ALL PERSONNEL**

ORDER NUMBER: **60.17**

EFFECTIVE

TITLE: **RACIAL PROFILING**

CANCELS: **60.17 DATED Jan. 1, 2010**

## **60.01 POLICY, PURPOSE AND DEFINITIONS**

### **A. Policy and Purpose**

This Racial/Biased Based Profiling Policy is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedure, which prohibits peace officers from engaging in racial/biased based profiling.

### **B. Definitions**

**Racial Biased Based Profiling.** Is defined as a law enforcement-initiated action based on, but not limited to, an individual's race, ethnicity, national origin, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable groups; rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

**Race or Ethnicity.** Of a particular descent, including Caucasian, African, Hispanic, Asian, Native American or Middle Eastern descent.

**An Act Constituting Racial Profiling.** Acts initiating law enforcement action, such as a traffic stop, a subject stop, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, national origin, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable groups; or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.

**Subject Stop.** An interaction between a peace officer and an individual who is being stopped for the purposes of an investigation in which the individual is not under arrest.

**Traffic Stop.** The stopping of a motor vehicle by a peace officer for an alleged violation of law or ordinance.

## **60.02 PROHIBITION**

Officers are strictly prohibited from engaging in racial profiling in traffic contacts, field/pedestrian contacts, and in asset seizure and forfeiture efforts. The prohibition against racial profiling does not preclude the use of race, ethnicity, or other factors in a detention decision by a peace officer. Race, ethnicity, or other factors may be legitimate indicators in

such a decision when used as part of a description of a suspect or witness for whom a peace officer is searching.

## 60.03 COMPLAINT PROCESS, PUBLIC EDUCATION AND CORRECTIVE ACTION

- A. **Complaint Process.** Any person who believes that a peace officer employed by the City has engaged in racial profiling with respect to that person may file a complaint with the City, and no person shall be discouraged, intimidated, or coerced from filing such a complaint, or be discriminated against because they have filed such a complaint. The City shall accept and investigate citizen complaints alleging racial profiling by its peace officers. Such complaints shall be in writing, or the City employee, officer, or official receiving the complaint should reduce the same to writing, and should include the time, place and details of the incident of alleged racial profiling, the identity or description of the peace officer or officers involved, and the identity and manner of contacting the complainant. Any peace officer, City employee, or City official that receives a citizen complaint alleging racial profiling shall forward the complaint to the internal affairs division within 12 hours of receipt of the complaint. Receipt of each complaint shall be acknowledged to the complainant in writing, all such complaints shall be reviewed and investigated by Internal Affairs within guidelines set forth in G.O. 204.00, and the results of the review and investigation shall be filed with the Chief of Police and with the complainant. In investigating a complaint alleging racial profiling, Internal Affairs shall seek to determine if the officer who is the subject of the complaint has engaged in a pattern of racial profiling that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures. A single act constituting racial profiling may not be considered a pattern of racial profiling.
- B. **Public Education.** The Police Department shall provide education to the public concerning the racial profiling complaint process. A summary of the public education efforts made during the preceding year shall be included with the annual report filed with the governing body under 414.04 below.
- C. **Corrective Action.** Any peace officer who is found, after investigation, to have engaged in racial profiling in violation of this policy shall be subject to corrective action, which may include reprimand, diversity, sensitivity or other appropriate training or counseling; paid or unpaid suspension, termination of employment, or other appropriate action as determined by the Chief of Police.

## 60.04 DATA COLLECTION AND ANNUAL REPORTING GUIDELINES

- A. The Stephenville Police Department will ensure compliance with the Legislative mandate on Racial Profiling by equipping all of its marked police vehicles with video recording equipment and requiring their use by all officers. The Racial/Biased Based Profiling Law requires that certain information be collected and summarized in an annual report covering the period January 1 through December 31 of each year, and that the report be submitted to the Mayor and City Council, and to the Texas Commission on Law Enforcement Standards and Education (TCLEOSE), no later than March 1 of the following year. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.

## 60.05 COLLECTION, COMPILATION, ANALYSIS AND REPORTING REQUIREMENTS

- A. Each peace officer of the City shall make the following report for each "motor vehicle" contact where a citation is issued or an arrest is made, unless the police vehicle the officer is operating is equipped with video equipment capable of recording the event, and such equipment is operating properly and is recording the event:
1. the traffic law or ordinances alleged to have been violated or the suspected offense ;
  2. whether the officer conducted a search as a result of the stop, and, if so, whether the person detained consented to the search;
  3. whether any contraband was discovered in the course of the search and the type of contraband discovered;
  4. whether probable cause to search existed and the facts supporting the existence of that probable cause;
  5. whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
  6. the street address or approximate location of the stop; and
  7. whether the officer issued a citation as a result of the stop, including a description of the violation charged.
  8. whether the officer knew the race or ethnicity of the individual detained before detaining the individual.
- B. The following process will be adhered to when officers conduct traffic stops or subject stops in which the officer is not dispatched, and video recording equipment is not functioning:
1. Officers must follow established standard operating procedures and collect mandated information.
  2. Officers must checkout on every vehicle and subject stop, either via the MDC/MDT or through Dispatch.
  3. A call for service will be initiated automatically for every vehicle and subject stop. Initiating the call requires no additional action by the officer. However, the call must be cleared with a disposition code at the conclusion of the stop.
  4. Every officer with a MDC/MDT must clear the call on the MDC/MDT and not through Dispatch. Only an officer without a properly operating MDC/MDT will clear the call through Dispatch.
  5. It is important that the clearance of the call be recorded separately from any other police activity:

- If the call vehicle or subject stop results in any additional police action (such as an arrest), an additional, separate call must be initiated and cleared independent of the vehicle or subject stop call.
  - Whenever a second call is initiated, the officer must connect the two incidents by listing the traffic or subject stop call number in the "MI" comment area of the second call.
  - The officer should clear the traffic or subject stop call as soon as reasonably possible in order for all new information to be connected to the correct new call.
6. **Special Circumstances:** Overtaking/Pursuits without a vehicle stop, stopping suspect vehicles or individuals related to open calls:
- When an officer engages in overtaking or a pursuit, and the vehicle is not finally stopped, it does not qualify as a "vehicle stop" for the purposes of this program.
  - An officer stopping a suspect vehicle or individual related to an open (dispatched) call should carry that stop as part of the open call, and not as a traffic or subject stop.
  - An officer that stops a subject because they witnessed an offense would open a call based on that offense, and this program would not apply.
- C. Stephenville Police Department Supervisors will be responsible for reviewing traffic stops and subjects recorded on audio/video equipment and, each recording shall be retained by the Stephenville Police Department for a minimum of ninety (90) days.
- D. The information in each report shall be analyzed and compiled in a report that covers the period January 1 through December 31 of each year, and shall be submitted to the Mayor and City Council and the Texas Commission on Law Enforcement Standards and Education (TCLEOSE), no later than March 1 of the following year. Each such report shall include:
1. a comparative analysis of the information compiled by each officer under 414.05A (1)-(8) to:
    - determine the prevalence of racial profiling by peace officers employed by the City; and
    - examine the disposition of traffic and subject stops made by officers employed by the City, including searches resulting from such stops; and
    - information relating to each complaint filed with the City alleging that a peace officer employed by the City had engaged in racial profiling.
  2. The report required by 414.05 may not include identifying information about a peace officer that makes a traffic or pedestrian stop or about an individual who is stopped or arrested by an officer.
  - 3.

## 60.6 POLICE CHIEF AND PEACE OFFICER TRAINING

- A. Each peace officer employed by the City shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE), including legal aspects, not later than the second anniversary of the date the officer was licensed, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

B. The Chief of Police shall, in completing the training required by Section 96.641, Texas Education Code, complete the program on racial profiling established by the Bill Blackwood Law Enforcement Management Institute of Texas.



---

Dan M Harris Jr  
Chief of Police  
Stephenville Police Department

For additional questions regarding the information presented in this report, please contact:

**Del Carmen Consulting©**  
**817.681.7840**  
[www.texasracialprofiling.com](http://www.texasracialprofiling.com)  
[www.delcarmenconsulting.com](http://www.delcarmenconsulting.com)

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# STAFF REPORT

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**SUBJECT:** 2023 Stephenville Police Department Racial Profiling Report

**DEPARTMENT:** Police

**STAFF CONTACT:** Dan M. Harris, Jr.

## RECOMMENDATION:

Present the 2023 Stephenville Police Department Racial Profiling Report

## BACKGROUND:

Texas Occupations Code 1701.164 specifies that the Texas Commission on Law Enforcement collect incident-based data in accordance with the Code of Criminal Procedure 2.131 – 2.138. Chief Administrators of law enforcement agencies are required to submit a full racial profiling report to their governing body on or before March 1, 2024. The Sandra Bland Act requires that law enforcement agencies in the state collect additional data and provide more detailed analysis.

## FISCAL IMPACT SUMMARY:

N/A

## ALTERNATIVES

N/A

## RESOLUTION NO. 2024-R-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, SUPPORTING THE TXDOT STEPHENVILLE AREA OFFICE PROPOSED PROJECT LISTING AND PRIORITIES OF THOSE PROJECTS CONTAINED WITH IN THE US377J FEASIBILITY STUDY.**

**WHEREAS** the City Council of the City of Stephenville (“City”) wishes to support the proposed project plan presented by the Texas Department of Transportation (“TxDOT”) Stephenville Area Office for the prioritized improvements of US 377J (Washington Street) projects in Stephenville, Texas.

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

Section 1.

That the City Council of the City of Stephenville supports the projects and the order of priority as presented by TxDOT

1. **Addition of a turn lane and signal improvements, Washington (Bus. 377) between Harbin Drive and Dale Avenue.**
2. **Upgrade Signal at US377J at Dale Avenue** – TxDOT Fort Worth District Traffic Section is scheduling an upgrade to the signal at Dale Street and Washington Street.
3. **Work towards the addition of signalized, permanent pedestrian crossings on Washington (Bus. 377) between Lillian Street and Ollie Street.** - TxDOT is partnering with the Front Porch Development to relocate the existing mid-block crosswalk on BUS 377 between Lillian and McIlhane Street and install a Hawk System.
4. **Conduct a study for the intersection, signal, and lane improvements at the intersection of Lingleville Road (FM 8) and Northwest Loop (FM 988).**
5. **Evaluate a signal @ at FM 8 and Ollie/Prairie Wind** - Currently, signal project and the design is underway.
6. **West Washington (US 67 /377) from its intersection with Barker Street to its intersection with FM 988** - to include a study to evaluate hooded left turns or other improvements to facilitate mobility and safety. TxDOT has requested a corridor/operational study which is expected to begin in 2024.

SECTION 2.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** this the 6<sup>th</sup> day of February 2024.



---

Doug Svien, Mayor

**ATTEST:**

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Sarah Lockenour, City Secretary

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Jason M. King,  
City Manager

---

Randy Thomas, City Attorney  
Approved as to form and legality



# STAFF REPORT

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**SUBJECT:** Approve the Rifle-Resistant Body Armor Grant Application

**DEPARTMENT:** Police

**STAFF CONTACT:** Dan M. Harris, Jr.

## RECOMMENDATION:

Approve the Rifle-Resistant Body Armor Grant Application and Resolution.

## BACKGROUND:

The Office of the Governor Public Safety Office Rifle-Resistant Body Armor Grant Program is a 100% reimbursement with no matching requirement. This application is for 43 sets of Rifle-Resistant Body Armor.

## FISCAL IMPACT SUMMARY:

The expenditure amount of \$40,026.98 is not budgeted but will be reimbursed by the grant program.

## ALTERNATIVES

N/A



Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Item 4.

<b>Entity Name:</b> City of Stephenville	<b>Date:</b> 02/01/2024
<b>Agency/Department Name:</b> Stephenville Police Department	
<b>Name of Chief Executive Officer:</b> Jason King	
<b>Name of Head of Law Enforcement Agency:</b> Dan M. Harris, Jr.	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of **City of Stephenville** (“Grantee”) and as head of **Stephenville Police Department** (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2025 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2025 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

\_\_\_\_\_  
Signature  
Chief Executive Officer for Grantee

\_\_\_\_\_  
Signature  
Head of Agency

**RESOLUTION NO. 2024-R-\_\_\_\_  
RIFLE-RESISTANT BODY ARMOR GRANT RESOLUTION**

**A RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION FOR THE CITY OF STEPHENVILLE POLICE DEPARTMENT’S BALLISTIC SHIELD PROJECT TO THE OFFICE OF THE GOVERNOR.**

WHEREAS, The City Council finds it in the best interest of the citizens of Stephenville that the City of Stephenville Police Department’s Rifle Resistant Body Armor Project be operated for the FY25; and

WHEREAS, City Council agrees to provide NO matching funds for the said project as required by the Rifle Resistant Body Armor Program grant application; and

WHEREAS, City Council agrees that in the event of loss or misuse of the Office of the Governor funds, City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City Council designated Mayor as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

That City Council approves submission of the grant application for the City of Stephenville Police Department’s Ballistic Shield Project to the Office of the Governor.

**PASSED AND APPROVED** this 6<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason King,  
City Manager

\_\_\_\_\_  
Randy Thomas, City Attorney  
Approved as to form and legality



# Quote

Customer: (5290038) STEPHENVILLE POLICE DEPT  
Date: 01/19/2024  
Sales Rep: CUSTOMER EXPERIENCE CENTRAL

Page 1 of 1  
Quote Number: 25643760  
Quote Expiration: 02/18/2024

Sold To:  
STEPHENVILLE POLICE DEPT  
356 N BELKNAP ST  
STEPHENVILLE, TX 76401  
MICHAEL DONLEY

Ship To:  
STEPHENVILLE POLICE DEPT  
356 N BELKNAP  
STEPHENVILLE, TX 76401-3414  
MICHAEL DONLEY

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP3324 BLK CSTM 00	SOHPC-IV CARRIER W/ KWIQ&#8208;CLIP	43		330.86	14,226.98
2	BP888 1012	10260 STAND ALONE LEVEL III NIJ 06 CERTIFIED PLATE	43		600.00	25,800.00

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL:	40,026.98
SHIPPING:	
TAX.....:	
TOTAL...:	40,026.98

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd  
Lexington, KY 40505  
Tel: 800-876-4242 Fax:877-914-2557



# STAFF REPORT

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**SUBJECT:** Approve the Ballistic Helmet Grant Application

**DEPARTMENT:** Police

**STAFF CONTACT:** Dan M. Harris, Jr.

## RECOMMENDATION:

Approve the Ballistic Helmet Grant Application and Resolution.

## BACKGROUND:

The Office of the Governor Public Safety Office State Homeland Security Ballistic Helmet Grant Program is a 100% reimbursement with no matching requirement. This application is for 43 sets of Ballistic Helmets.

## FISCAL IMPACT SUMMARY:

The expenditure amount of \$19,092.00 is not budgeted but will be reimbursed by the grant program.

## ALTERNATIVES

N/A



# Quote

Customer: (5290038) STEPHENVILLE POLICE DEPT  
Date: 01/19/2024  
Sales Rep: CUSTOMER EXPERIENCE CENTRAL

Page 1 of 1  
Quote Number: 25643747  
Quote Expiration: 02/18/2024

Sold To:  
STEPHENVILLE POLICE DEPT  
356 N BELKNAP ST  
STEPHENVILLE, TX 76401  
MICHAEL DONLEY

Ship To:  
STEPHENVILLE POLICE DEPT  
356 N BELKNAP  
STEPHENVILLE, TX 76401-3414  
MICHAEL DONLEY

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP2333 BLK MD	PARACLETE MICH MID CUT W/PADS, BOA HARNESS	43		444.00	19,092.00

Quote is valid for 30 days

SUBTOTAL:	19,092.00
SHIPPING:	
TAX.....:	
TOTAL....:	19,092.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd  
Lexington, KY 40505  
Tel: 800-876-4242 Fax:877-914-2557

## Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

\*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



**RESOLUTION NO. 2024-R-\_\_\_**

**A RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION FOR STATE HOMELAND SECURITY PROGRAM – LETPA PROJECT BY THE CITY OF STEPHENVILLE POLICE DEPARTMENT’S.**

WHEREAS, The Stephenville City Council finds it in the best interest of the citizens of Stephenville, that the **State Homeland Security Program – LETPA Project** be operated for the FY25; and

WHEREAS, City Council agrees to provide **NO applicable matching** funds for the said project as required by the State Homeland Security Program – LETPA Project (SHSP-L) – Federal Fiscal Year 2024 grant application; and

WHEREAS, Stephenville City Council agrees that in the event of loss or misuse of the Office of the Governor funds, Stephenville City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Stephenville City Council designates the Executive Director as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

That the Stephenville City Council approves submission of the grant application for the State Homeland Security Program – LETPA Project to the Office of the Governor by the City of Stephenville Police Department.

**PASSED AND APPROVED** this 6<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason King,  
City Manager

\_\_\_\_\_  
Randy Thomas, City Attorney  
Approved as to form and legality

**AGREEMENT FOR SERVICES**  
*(National Sign Plazas, Inc. - Wayfinding Sign Program)*

This AGREEMENT made this 6th day of February 2024, between:

Client: City of Stephenville having a principal place of business at:  
 298 West Washington Street, Stephenville, TX 76401

and Consultant: National Sign Plazas, Inc., a California corporation, having a principal  
 place of business at:  
 2202 West Huntington Drive, Tempe, AZ 85282.

**ARTICLE 1. TERM OF AGREEMENT**

This Agreement will become effective on February 6th, 2024 ("Effective Date") and will continue in effect through February 5th, 2025, unless terminated in accordance with the provisions of Article 7 of this Agreement.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall not be entitled to any of the rights or benefits afforded to Client's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. Consultant shall retain the right to perform services for others during the term of this Agreement.

**ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT**

**A. Specific Services**

Consultant agrees to perform the "Services" as outlined in Exhibit A ("Specific Provisions") and Exhibit B ("Scope of Services"), subject to the payment terms and conditions described Exhibit C ("Milestone Schedule").

**B. Method of Performing Services**

Consultant shall determine the method, details and means of performing the above-described Services. Client shall have no right to, and shall not, control the manner or determine the method of accomplishing Consultant's Services.

### **C. Employment of Assistants**

Consultant may, at the Consultant's own expense, employ such assistants as Consultant deems necessary to perform the Services required of Consultant by this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 below. Client may not control, direct, or supervise Consultant's assistants in the performance of those Services. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

### **D. Place of Work**

Consultant shall perform the Services required by this Agreement at any place or location and at such times as Consultant shall determine is necessary to properly and timely perform Consultant's Services.

## **ARTICLE 4. COMPENSATION**

### **A. Consideration**

In consideration for the Services to be performed by Consultant, Client agrees to pay Consultant the fixed sum of One Hundred Forty Thousand Dollars (\$140,000.00) ("Fixed Price") for the Services described in Exhibit B, and as set forth in Exhibit D ("Payment Schedule"). In no event however shall the total compensation paid to Consultant exceed the Fixed Price, unless approved by Client in a written authorization. (The sign type, quantity, and value will be determined in the Design & Planning phase to provide the overall cost and breakdown per sign)

### **B. Invoices**

Consultant shall submit invoices for all Services rendered or comprehensive invoices based on milestones outlined in Exhibit D.

### **C. Payment**

Payment of the Fixed Price shall be due according to the payment schedule set forth in Exhibit D. No payment will be made unless Consultant has first provided Client with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in Exhibit A, Section IV) incurred during the preceding period. If Client objects to all or any portion of any invoice, Client shall notify Consultant of the objection within five (5) business days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

### **D. Expenses**

Consultant shall be responsible for all costs and expenses incident to the performance of Services for Client, including but not limited to, all costs of equipment used or provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. Client shall not be responsible for any expenses incurred by

Consultant in performing Services for Client, except for those expenses constituting “direct expenses” referenced on Exhibit A.

## **ARTICLE 5. OBLIGATIONS OF CONSULTANT**

### **A. Tools and Instrumentalities**

Consultant shall supply all tools and instrumentalities required to perform the Services under this Agreement at its sole cost and expense. Consultant is not required to purchase or rent any tools, equipment or Services from Client.

### **B. Workers' Compensation**

Consultant agrees to provide workers' compensation insurance for Consultant's employees and agents and agrees to hold harmless, defend with counsel acceptable to Client and indemnify Client, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, arising out of any injury, disability, or death of any of Consultant's employees.

### **C. Insurance.**

In addition to any other obligations under this Agreement, Consultant shall, at no cost to Client, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence and aggregate. As a condition precedent to Client's obligations under this Agreement, Consultant shall furnish evidence of such coverage (naming Client, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

### **D. Assignment**

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of Consultant under this Agreement may be assigned by Consultant without the prior written consent of Client, which Client may withhold in its sole and absolute discretion. For the purposes of this subsection, subcontracting shall not be interpreted as an assignment given that Consultant has retained liability and responsibility for the services outlined in Exhibit A.

### **E. State and Federal Taxes**

As Consultant is not Client's employee, Consultant shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, Consultant acknowledges and agrees that:

- Client will not withhold FICA (Social Security) from Consultant's payments;

- Client will not make state or federal unemployment insurance contributions on Consultant's behalf;
- Client will not withhold state or federal income tax from payment to Consultant;
- Client will not make disability insurance contributions on behalf of Consultant;
- Client will not obtain workers' compensation insurance on behalf of Consultant.

## **ARTICLE 6. OBLIGATIONS OF CLIENT**

### **A. Cooperation of Client**

Client agrees to respond to all reasonable requests of Consultant and provide access, at reasonable times following receipt by Client of reasonable notice, to all documents reasonably necessary to the performance of Consultant's duties under this Agreement.

### **B. Assignment**

Client may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of Consultant. Such assignment shall not release Consultant from any of Consultant's duties or obligations under this Agreement.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

### **A. Sale of Consultant's Business/ Death of Consultant.**

Consultant shall notify Client of the proposed sale of Consultant's business no later than thirty (30) days prior to any such sale. Client shall have the option of immediately terminating this Agreement. Any such Client termination pursuant to this Article 7.A shall be in writing and sent to the address for notices to Consultant set forth in Exhibit A, Subsection V.H., no later than thirty (30) days after Client's receipt of such notice of sale.

If Consultant is an individual, this Agreement shall be deemed automatically terminated upon death of Consultant.

### **B. Termination by Client for Default of Consultant**

Should Consultant default in the performance of this Agreement or materially breach any of its provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Consultant. For the purposes of this section, material breach of this Agreement shall mean Consultant's repeated failure to professionally and/or timely perform any of the Services contemplated by this Agreement within a reasonable period of time after receiving a written notice of such breach from Client.

### **C. Termination for Failure to Make Agreed-Upon Payments**

Should Client fail to pay Consultant all or any part of the compensation set forth in Article 4 of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, Consultant, at the Consultant's option, may terminate this Agreement if such

default is not remedied by Client within Fifteen (15) days after demand for such payment is given by Consultant to Client.

## **ARTICLE 8. GENERAL PROVISIONS**

### **A. Amendment & Modification**

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

### **B. Americans with Disabilities Act of 1990**

Throughout the term of this Agreement, the Consultant shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 (“the Act”) in its current form and as it may be amended from time to time. Consultant shall also require such compliance of all subcontractors performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above.

### **C. Attorneys’ Fees**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

### **D. Captions**

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

### **E. Entire Agreement**

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of Services by Consultant for Client and contains all the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of Client prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon Client.

**F. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles. Venue shall occur in Kerr County, Texas.

**G. Notices**

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in Exhibit A, Section V.H. but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

**H. Partial Invalidity**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**I. Time of the Essence**

All dates and times referred to in this Agreement are of the essence.

**J. Waiver**

Consultant agrees that waiver by Client of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**Consultant:**

National Sign Plazas, Inc.

By: \_\_\_\_\_  
Name: Grant Hayzlett  
Title: President

Taxpayer  
Identification Number 77-0471997

\_\_\_\_\_

**Client:**

City of Stephenville

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_



## EXHIBIT A

### **SPECIFIC PROVISIONS**

#### **I. PROJECT MANAGER**

Consultant shall provide the Services indicated on the attached Exhibit B, Scope of Services (“Services”). To accomplish that end, Consultant agrees to assign Pat Fuller, Vice President, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, Consultant shall furnish all technical and professional Services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

#### **II. NOTICE TO PROCEED/COMPLETION OF SERVICE**

##### **A. NOTICE TO PROCEED**

Consultant shall commence the Services upon delivery to Consultant of a written “Notice to Proceed”, which Notice to Proceed shall be in the form of a written communication from designated Client contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, Pat Fuller, Vice President or Justin Arellano, Project Coordinator shall also be the designated Client contact person(s). “Notice to Proceed” shall be deemed to have been delivered upon actual receipt by Consultant, if otherwise delivered as provided in the Section V.F. (“Notices”) of this Exhibit A or upon receipt of the initial payment outlined in Exhibit D.

##### **B. COMPLETION OF SERVICES**

When Client determines that Consultant has completed all of the Services in accordance with the terms of this Agreement, Client shall give Consultant written Notice of Final Acceptance. Consultant may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, Client shall make this determination within two (2) weeks of such request, or if Client determines that Consultant has not completed all of such Services as required by this Agreement, Client shall so inform Consultant within this two (2) week period.

#### **III. PROGRESS SCHEDULE**

The extent of the work of Consultant included within the Fixed Price will be as set forth in the attached Exhibit B and Exhibit C.

#### **IV. PAYMENT OF FEES AND DIRECT EXPENSES**

Payments shall be made to Consultant as provided for in Exhibit D.

Direct expenses are charges and fees not included in Exhibit B. Client shall be obligated to pay only for those direct expenses which have been previously approved in writing by Client. Consultant shall obtain written approval from Client prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

Consultant represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and Client expressly relies upon Consultant's representations and warranties regarding its skills, qualifications and licenses. Consultant shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline as Consultant.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality reasonably acceptable to Client. The minimum standard of appearance, organization and content of the drawings shall be that used by Client for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. Consultant shall not be responsible for the accuracy of any project or technical information provided by the Client. The Client's review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Client in accordance with applicable law for all damages to Client caused by Consultant's negligent performance of any of the Services furnished under this Agreement.

C. RIGHT OF CLIENT TO INSPECT RECORDS OF CONSULTANT

Client, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of Consultant for the purpose of verifying any and all charges made by Consultant in connection with this Agreement. Consultant shall maintain for a minimum period of one (1) year (from the date of final payment to Consultant), or for any longer period required by law, sufficient books and records in accordance with standard accounting practices to establish the correctness of all charges submitted to Client by Consultant, all of which shall be made available to Client at the Client's offices within five (5) business days after Client's request.

D. NO PLEDGING OF CLIENT'S CREDIT.

Under no circumstances shall Consultant have the authority or power to pledge the credit of Client or incur any obligation in the name of Client.

E. OWNERSHIP OF MATERIAL.

Work Product. All drawings, specifications and other documents and electronic data furnished by Consultant to Client under the Contract Documents ("Work Product") are deemed to be "Instruments

of Service” and Consultant shall retain the ownership and property interests therein, including the copyrights thereto.

Client’s Limited License After Completion. Client shall have a license to use the Work Product in connection with Client’s ownership, use, and occupancy of the land and the improvements comprising the project contemplated by the Services following the completion of the project, conditioned on Client’s express understanding that such use of the Work Product is, except to the extent Consultant is involved in such use, at Client’s sole risk and without liability or legal exposure to Consultant or anyone working by or through Consultant, including design consultants of any tier. It is understood and agreed in this respect that the Client may use the Work Product (including without limitation Work Product prepared by Consultant, or Consultant’s subcontracted architects and consultants), for the construction, reconstruction, or renovations of and additions to said wayfinding program elements and improvements (including, but not limited to those items listed in Exhibit B, “Scope of Services”), and the Client may permit qualified professionals to reproduce all or portions of the Work Product (including the design embodied in that Work Product) for incorporating into renovations of or additions to the wayfinding program and the associated elements if those professionals assume all responsibility for the resulting instruments of service and all references to the Consultant and the Consultant’s consultants are removed from the resulting instruments of service.

F. NOTICES.

Notices are to be sent as follows:

Client: City of Stephenville  
ATTN: City Manager’s Office  
298 West Washington Street  
Stephenville, TX 76401  
O: (254) 918-1220  
E:

Consultant: Austin, TX:  
  
National Sign Plazas, Inc.  
Attn: Pat Fuller, Vice President  
715 Discovery Blvd, #305  
Cedar Park, TX 78613  
O: (512) 670-3717  
E: pfuller@nspag.net

Executive Office:  
  
National Sign Plazas, Inc.  
Attn: Grant Hayzlett, President  
2202 West Huntington Drive  
Tempe, AZ 85282  
O: (480) 968-2978  
E: ghayzlett@nspag.net

## EXHIBIT B

### **SCOPE OF SERVICES**

The following categories have been presented as an overview of the actions that will be performed by Consultant and governed by this Agreement. The following are presented as guidelines of the general services to be performed and are not meant to be construed as comprehensive to Consultant's duties under this Agreement.

1. Conduct a detailed assessment of the current plan. This assessment will include the analysis of each proposed location and creating a summary statement that will conclude the validity of the location.
2. Perform a site analysis for each proposed location to determine the needs of existing signage, possible removal of signage and any outstanding maintenance that needs to be performed prior to or during the new installation.
3. Work with City staff to ensure that the graphic needs of their logos, colors and artwork and any other requests are considered.
4. Present periodic summary reports to City staff and interested parties.
5. Present all of the final program elements including, but not limited to, construction standards, mapping, placement, construction documents, and design in a "manual" that will summarize the Client's wayfinding sign program.
6. At least one (1) presentation will need to be given to City Staff and / or City Council.
7. Develop updated maps and site plans that will aid in the development sign scheduling.
8. Create progress reports / message schedules and submit them to City staff.
9. Recommend materials that may better serve the function of the signage while being considerate of the existing design.
10. Expertly fabricate and deliver all of the components of the wayfinding program. This may include the design and development of components that do not currently exist in the plan.
11. Install each component with consideration of the surrounding environment, line-of-sight, MUTCD standards and TXDOT regulations.
12. Work with TXDOT and develop all necessary forms to allow for the successful use of TXDOT right-of-way with the preferred design.
13. Work with private land owners to establish easements and land use in the event that existing right-of-way is not viable.
14. Inspect all materials, prior to and after construction and installation, for warranty failures and quality craftsmanship. Perform a final walkthrough with City Staff.

Exhibits C, D, E, and F will not be executed until the Design & Planning Agreement has been completed. At that time the sign type, locations and value of each sign will be determined.

The values and dates in Exhibits C, D, E, and F will intentionally be left blank.

## EXHIBIT C

### *Developing Your Wayfinding Program - Programmatic Information*

#### I. PROJECT SCHEDULE

Consultant hereby agrees that the work outlined in this Agreement and the attached Exhibits B, C & E shall be completed, inspected and considered for acceptance by Client (Exhibit F) not later than \_\_\_\_\_, 2024. Consultant agrees to submit a request for inspection prior to \_\_\_\_\_, 2024 and Client agrees to respond to Consultant regarding said request on or before \_\_\_\_\_, 2024.

#### II. FINAL ACCEPTANCE

Client and Consultant shall schedule a final inspection of the inventory outlined in Exhibit E in order to determine the completion of the first phase of the wayfinding project. In the event that the parties agree that the project has been completed and meets the requirements of this Agreement, Client shall process Exhibit F and the final payment outlined in Exhibit D. In the event that Client is not satisfied with the completeness of the wayfinding project or Consultant has failed to meet the requirements of this Agreement at the time of final inspection then Client shall inform Consultant of the items that are not in compliance with this Agreement

##### A. TIME TO CURE

In the event that Consultant fails to meet the requirements of the Agreement, Client shall notify Consultant that they are in breach of the Agreement and provide them three (3) weeks to cure said breach. Client and Consultant agree that Consultant will not be held liable for delays due to weather, Client obligations, TXDOT review or the like and Consultant will only be held liable for breach as it relates to their control of the work outlined in this Agreement.

##### B. WARRANTY

Consultant agrees to warrant their labor relative to product assembly, site delivery and proprietary skill(s) for a period of one (1) year from the date of installation and Consultant agrees to warrant their labor relative to foundation installation for a period six (6) months from the date of installation. Further, Consultant agrees to execute manufacturer warranty repair/replacement on behalf of the Client.

##### C. MAINTENANCE

Consultant agrees to notify Client of the need for maintenance and repairs based on the periodic inspections Consultant may perform. If the cost of replacement/repair has not already been determined by this Agreement, Consultant and Client shall agree to said cost prior to Consultant's execution of repair(s).

#### III. ADDITIONAL PURCHASE/PHASES

Through the development of this Agreement Client and Consultant have addressed the possible development of future phases and/or purchases targeted at expanding the scope and influence of the wayfinding program within the Client area. In the event that Consultant decides not to

pursue future phases within the wayfinding program the Client shall be under no further obligation to utilize Consultant for sign replacement, repair, maintenance or the like.

#### IV. ADDITIONAL EXPENSES

Consultant and Client agree that in order for Consultant to deliver the products outlined in Exhibit E Consultant may need to provide additional services. Included in the purchase of this wayfinding program Consultant agrees to provide to Client supporting documentation for the appropriate development of the wayfinding program. Items shall include, but not be limited to site plans, maps, construction documents, shop drawings, message schedules and product samples. Client and Consultant further agree that needs may arise for the development of items that are necessary, but not covered within the scope of this Agreement. Items not covered by this Agreement shall include, but not be limited to design of new program elements, engineering of existing or new designs and landscape design. Client and Consultant agree that pricing shall be determined and approved prior to Consultant engaging in activities not covered by this Agreement.

EXHIBIT D**PAYMENT SCHEDULE**

<b><u>Payment Date</u></b>	<b><u>Payment Amount</u></b>
Initial payment - Due 30 Days after the execution of the contract has been signed.	\$70,740
Progress Payment 1 – 30 Days after Sign Foundation installed	\$35,370
Progress Payment 2 – 30 Days after completion of Phase 1 installation.	\$35,370
<b>Total:</b>	<b>141,480</b>

EXHIBIT ENOTICE OF FINAL ACCEPTANCE



EXHIBIT FNOTICE OF FINAL ACCEPTANCE

In consideration of this Agreement and the scope of services provided for under this Agreement Client and Consultant do hereby agree that Consultant has met all of Client's needs pertaining to the requirements necessary for issuance of the final payment. For the purpose of calculating the final payment Client shall determine Consultant's adherence to the Project Schedule and apply penalties, if necessary. Further, in executing this Final Acceptance the parties agree that Consultant has provided the services and products outlined herein.

Item	Sign Type	Unit Price	Units	Total
1	VEH.01	\$5,200	10	\$52,000
2	VEH.02	\$3,425	16	\$54,800
3	VEH.03	\$2,590	12	\$31,080
4	PED.01	\$600	6	\$3,600
TOTAL DUE				\$141,480

**Consultant:**

National Sign Plazas, Inc.

By: \_\_\_\_\_

Name: Grant Hayzlett

Title: President

Date: \_\_\_\_/\_\_\_\_/2022

**Client:**

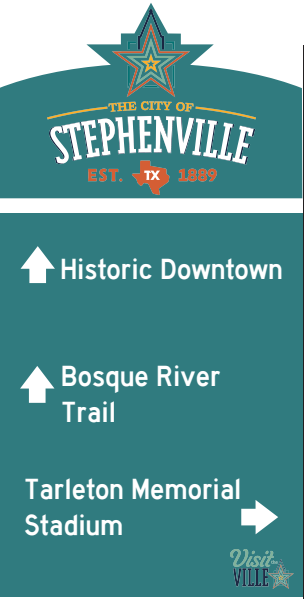
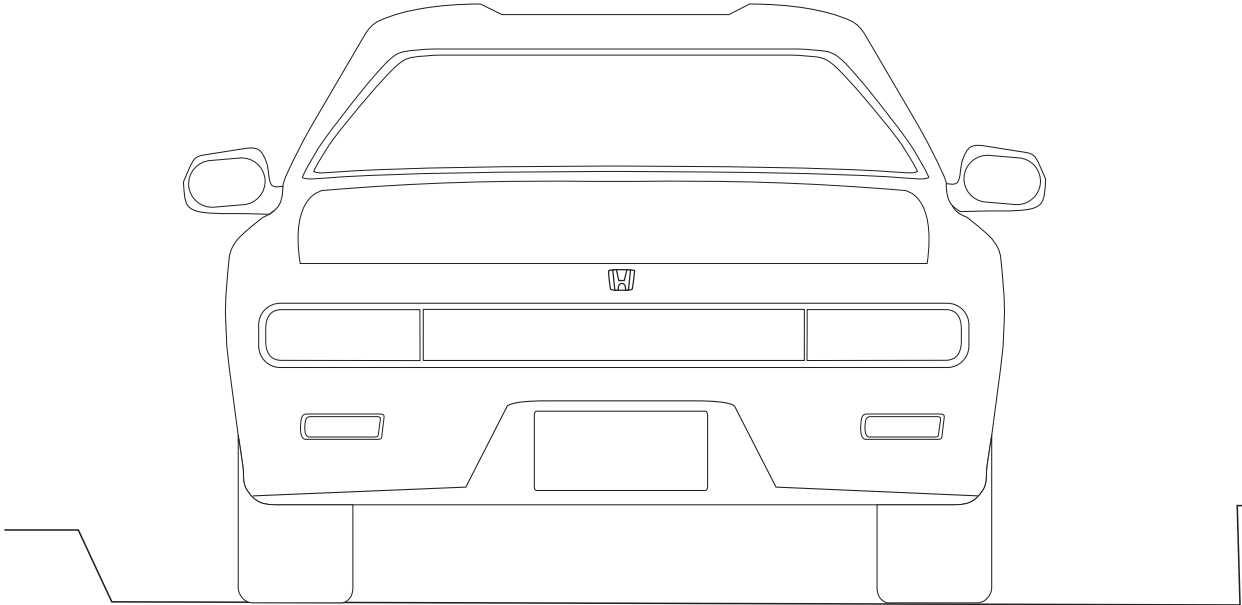
City of Stephenville

By: \_\_\_\_\_

Name:

Title: City Manager

Date: \_\_\_\_/\_\_\_\_/2022



# STAFF REPORT



**SUBJECT:** Retirement Living for Seniors – Fee Waiver Request

Mr. Emanuel Glockzin is requesting a waiver of all development fees with exception to the Building Permit fee of \$36,036.

**DEPARTMENT:** Development Services

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

## RECOMMENDATION:

Consider a partial to full waiver of project related fees estimated at \$48,028.44.

## BACKGROUND:

This project was one of four projects that qualified in 2022 for the Texas Department of Housing and Community Affairs (TDHCA) Competitive 9% Housing Tax Credits. On February 15, 2022, the City of Stephenville resolved support of the proposed development for Retirement Living for Senior and its application to TDHCA.

Mr. Glockzin has indicated he will pay the Building Permit Fees of \$36,036. The remaining fees, based on current understanding of the project, are estimated as follows:

### Retirement Living for Seniors fee analysis as of January 22, 2024

Plan Review:	\$10,701.00
Parkland Dedication:	\$19,920.00
Engineering Review:	\$ 5,718.94
Engineering Inspection:	\$ 3,052.50 (Waived if Project Engineer is on-site)
Fire Review Fees:	\$ 3,636.00 (Estimated)
Water and Sewer Taps	\$ 5,000.00 (Estimated/Pass Through)
<b>Estimated Amount:</b>	<b>\$48,028.44</b>

## FISCAL IMPACT ANALYSIS:

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

## ALTERNATIVES:

- 1) Deny the fee waiver request.
- 2) Approve the fee waiver request.
- 3) Waive a portion of applicable fees.

# STAFF REPORT



**SUBJECT:** Case No.: RZ2024-001

Applicant Wayne Hayes is requesting a rezone for property located at 580 Race, being Parcel R32720, Acres 0.103, S5400 PARK PLACE ADDITION, BLOCK 2;, LOT 8A of the City of Stephenville, Erath County, Texas from (B-2) Retail and Commercial to (R-1) Single Family Residential.

**DEPARTMENT:** Development Services

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

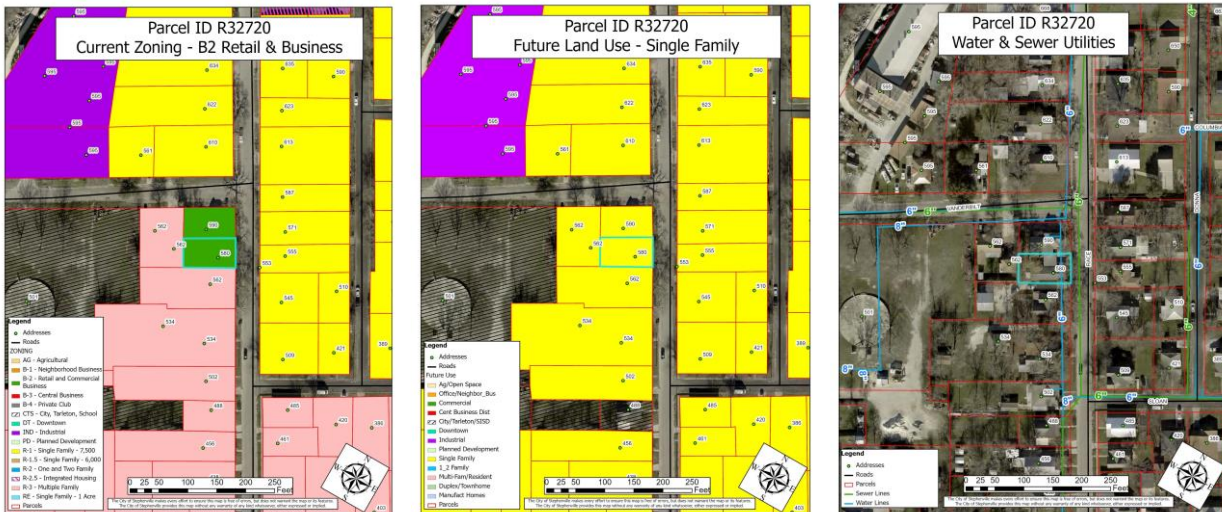
## RECOMMENDATION:

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

## BACKGROUND:

The applicant is requesting a rezone to Single Family Residential (R-1) which will allow him to repurpose the existing dwelling into a residential home. The property has current zoning of B-2, Retail and Commercial. The Future Land Use for this property is designated as R-1, Single Family Residential.

## PROPERTY PROFILE:



### Sec. 154.05.3. Single-family residential district (R-1) (7,500 ft<sup>2</sup>).

**5.3.A Description.** This residential district provides for a generally lesser density city neighborhood development. The primary land use allows for single-family dwelling development appropriate to a city-style neighborhood. Other uses within this district shall contribute to the nature of the neighborhood. Development within this district is intended to be separate from and protected from the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

**5.3.B Permitted Uses.**

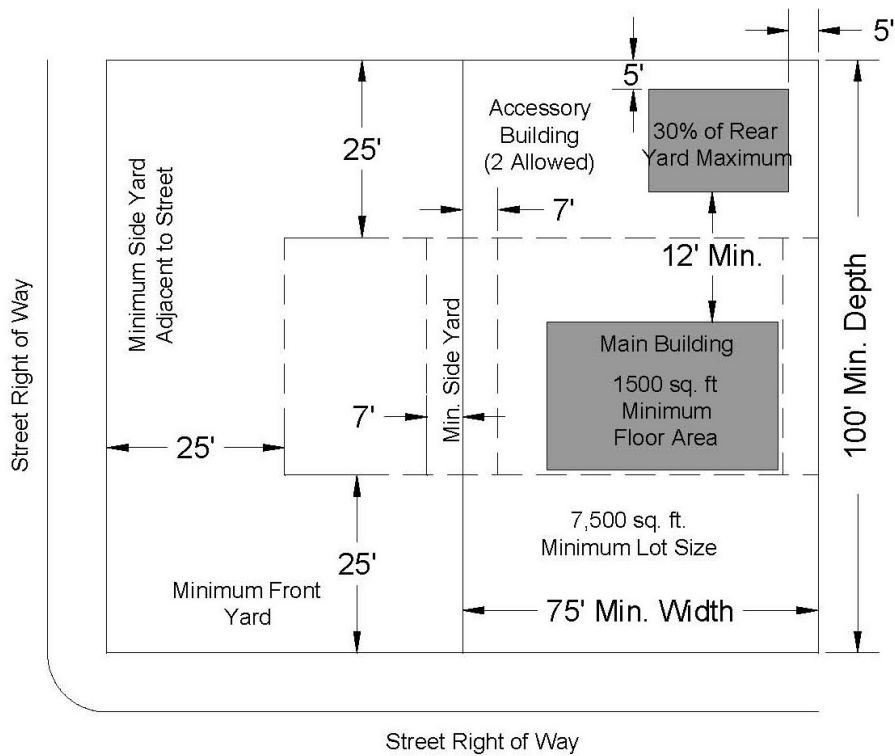
- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing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

**5.3.C Conditional Uses.**

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

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

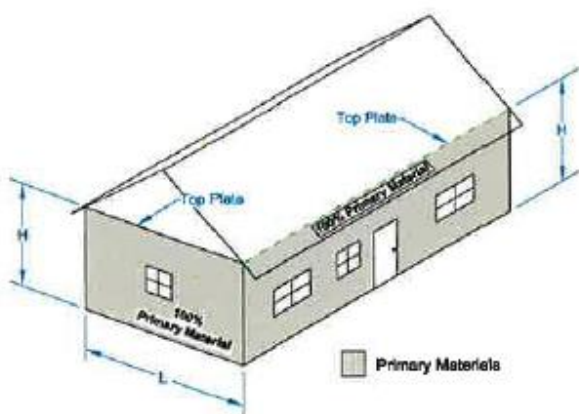
- (1) Maximum density: one dwelling unit per lot.
- (2) Minimum lot area: 7,500 ft<sup>2</sup>.
- (3) Minimum lot width and lot frontage: 75 feet.
- (4) Minimum lot depth: 100 feet.
- (5) Minimum depth of front setback: 25 feet.
- (6) Minimum depth of rear setback: 25 feet.
- (7) Minimum width of side setback:
  - (a) Internal lot: seven feet.
  - (b) Corner lot: 25 feet from intersecting side street.
- (8) Building size:
  - (a) Maximum main building coverage as a percentage of lot area: 40%.
  - (b) Minimum area of main building: 1,500 ft<sup>2</sup>.
- (9) Accessory buildings:
  - (a) Maximum accessory buildings coverage of rear yard: 30%.
  - (b) Maximum number of accessory buildings: two.
  - (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.
- (10) Maximum height of structures: 35 feet.
- (11) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



**5.3.E Parking Regulations.** A Single-Family, R-1 District lot shall provide a minimum of two vehicle parking spaces, with a driveway connecting the parking spaces with a street or alley, and meet all the pertinent requirements contained in this ordinance, Section 11, Parking Regulations of this ordinance.

**5.3.F Type of Construction.**

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



**NEW CONSTRUCTION**

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

**EXISTING STRUCTURES**

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

**FACTORS TO CONSIDER:**

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

**ALTERNATIVES:**

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

**ORDINANCE NO. 2024-O-\_\_\_\_**

**AN ORDINANCE REZONING THE LAND DESCRIBED RETAIL AND COMMERCIAL (B-2) TO SINGLE FAMILY RESIDENTIAL (R-1)**

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

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

BLOCK 2, LOT 8A of the S5400 Park Place Addition to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R32720, in the Erath County Appraisal District Records, located at 580 Race

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

**PASSED AND APPROVED** this the 6<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason M. King,  
City Manager

\_\_\_\_\_  
Randy Thomas, City Attorney  
Approved as to form and legality



# STAFF REPORT



**SUBJECT:** Case No.: RZ2024-002

Applicant Wayne Hayes is requesting a rezone for property located at 590 Race, being Parcel R32719, S5400 PARK PLACE ADDITION, BLOCK 2;, LOT 7A of the City of Stephenville, Erath County, Texas from (B-2) Retail and Commercial to (R-1) Single Family Residential.

**DEPARTMENT:** Development Services

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

## RECOMMENDATION:

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

## BACKGROUND:

The applicant is requesting a rezone to Single Family Residential (R-1) which will allow him to repurpose the existing dwelling into a residential home. The property has current zoning of B-2, Retail and Commercial. The Future Land Use for this property is designated as R-1, Single Family Residential.

## PROPERTY PROFILE:



### Sec. 154.05.3. Single-family residential district (R-1) (7,500 ft<sup>2</sup>).

**5.3.A Description.** This residential district provides for a generally lesser density city neighborhood development. The primary land use allows for single-family dwelling development appropriate to a city-style neighborhood. Other uses within this district shall contribute to the nature of the neighborhood. Development within this district is intended to be separate from and protected from the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

**5.3.B Permitted Uses.**

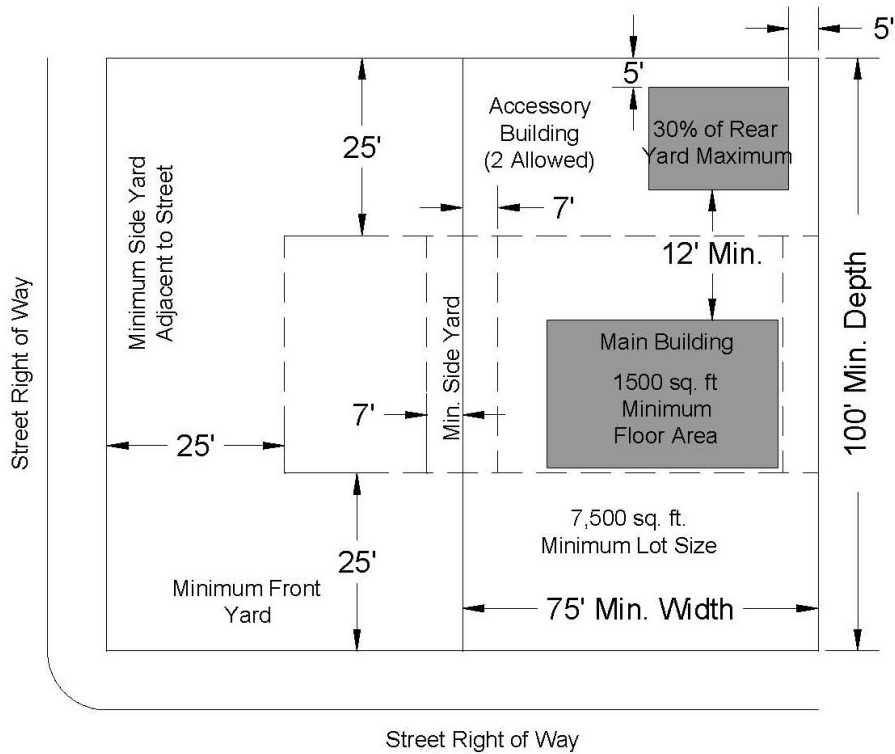
- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing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

**5.3.C Conditional Uses.**

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

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

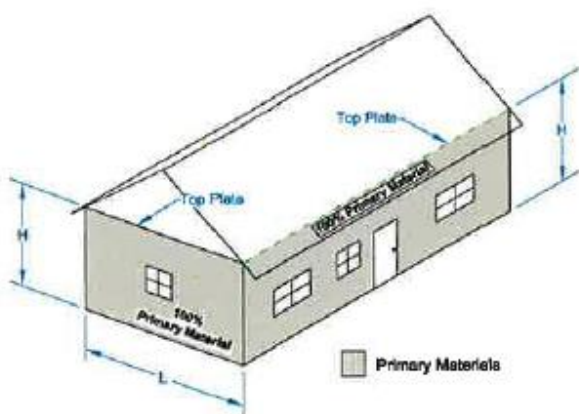
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**NEW CONSTRUCTION**

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**EXISTING STRUCTURES**

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2. Expanding or modifying the footage of the building 50% or more, must use 100% Primary Materials of the exterior wall.
3. Windows and Doors are excluded.

**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?
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- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in property location for proposed use?
- Reasonable Use of Property – does proposed change provide reasonable use of property?
- Zoning has great discretion – deny if applicant has not proven it is in the best interest of City to approve.

**ALTERNATIVES:**

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

**ORDINANCE NO. 2024-O-\_\_\_\_\_**

**AN ORDINANCE REZONING THE LAND DESCRIBED RETAIL AND COMMERCIAL (B-2) TO SINGLE FAMILY RESIDENTIAL (R-1)**

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**PASSED AND APPROVED** this the 6<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason M. King,  
City Manager

\_\_\_\_\_  
Randy Thomas, City Attorney  
Approved as to form and legality



## COMMITTEE REPORT

**REPORT TYPE:** Tourism & Visitors Bureau Committee

**MEETING:** January 16, 2024

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

**Absent:** None

**DEPARTMENT:** Tourism

**STAFF CONTACT:** Michaela Bierman

### HEADER TITLE 1: HOT Funds Application – Joe Beaver’s Jr. Superstar Roping

Staff presented the HOT Funds application for Joe Beaver’s Jr. Superstar’s Roping to the committee. Established in 2010, this roping event will take place on March 29-31, 2024, at the 377 Arena. The amount of HOT Funds requested is \$10,000. However, the amount discussed to fund the event is \$5,000. This amount is available in the ‘Undesignated Grant Funds’ line item in the Tourism budget.

Last year, the City of Stephenville funded Joe Beaver’s Jr. Superstars Roping in the amount of \$5,000 which took place April 7-9, 2023. In the post-event report, the LaQuinta (host hotel) was sold out, along with Hampton Inn, Best Western, and Motel 6.

According to the HOT Funds application, this event will host 450+ contestants from all over the country, estimating the attendance at 1,000. The impact of this event will be measured by the number of entries, hotel rooms booked, and Tourism data analytics gathered from Datafy.

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

# 2023 TOURISM FUNDS APPLICATION

Stephenville Tourism & Visitor Bureau □ 254.552.1222

For STVB Use Only  
# Years Funded:

Item 15.

EVENT NAME: Joe Beaver Jr Super stars Roping

2021 Amount:

Sponsor Organization or Business: Joe Beaver Inc

Status: Non-Profit  For-Profit

2019 Amount:

Contact Person: Jenna Beaver Email: jbb90@aol.com

2018 Amount:

Address: PO Box 1595 Phone: 936-672-7933 Tax ID#: [REDACTED]

Huntsville TX 77342

2017 Amount:

## EVENT DESCRIPTION

Event Dates: Event Hours (Start & End Time each day): Location: Description of Event:

March 29-31, 2024 9am - 7pm 377 Arena 10-19 year old roping events  
Also open roping event

Is this an Annual Event that plans to remain in Stephenville? yes

How many years has the event been held? 14 years

Estimated attendance (if applicable):

Entries/Registrants

Spectators

450-500

1000

Last year's estimated hotel nights reserved and # of nights: 3 # Rooms 150 rooms

Total attendance expected this year:

# Nights

3

Entries/Registrants

Spectators

450-500

1000-1500

Estimated hotel rooms that will be occupied and # of nights: # Rooms 3 nights 150 rooms

Where do competitors/spectators come from?

All over Texas approximately 20 states NM, LA, OK, MO, AR, GA, FL, AZ, CA, UT, ID, AL, MS, WI, IA, OR.

# Nights

2 nights competition

Are concessions available at event?

Yes

No

If so, who provides them? Food Trailers

How many event staff work at the event? 18

How many volunteers work the event? 0

How will the event be advertised/promoted?

Joe Beaver Website, Cowboy Channel, RFD radio email sent to all previous contestants

# Local Hire: 6

Amount Requested from STVB: \$

9,10,000

Please indicate how funds will be spent:

prizes, payroll for staff, their food & hotel  
their food & hotel



**(ONLY turn this part in once your event is completed)**

**POST-FUNDING ANALYSIS AND PROOFS OF PAYMENT**

**ORGANIZATION INFORMATION**

Date: April 7-9 / May 15, 2023  
 Name of organization: Joe Beaver Jr Superstars Roping  
 Address: PO Box 1595  
 City, State, Zip: Huntsville TX 77348  
 Contact Person: Joe Beaver or Jenna Beaver  
 Contact Telephone Number: 936-672-7933

**EVENTS/ACTIVITY/FACILITY INFORMATION**

Name of funded event/activity/facility: Joe Beaver Jr Superstars Roping  
 Date funded event/activity/facility held: April 7-9, 2023  
 Primary location of funded event/activity/facility: 377 Arena Stephenville, TX  
 Primary purpose of funded event/activity/facility: Jr roping events 7-19 plus open events for all ages  
 Amount received from HOT funds: \$5000  
 Specific explanation of how HOT funds were spent: paying for the use of the facility which costs \$5230

How many years have you held this event/activity/facility?

2 years at Lone Star Arena Labor Day 10 years Alvarado for Easter

How many people did you predict would attend this event/activity/facility? (Note: this should be the number you submitted in "Application"):

450 Kids not including parents & siblings

How many people do you estimate actually attended the event/activity/facility? 500 contestants ~~not in~~ total including companions 1500

How many room nights were generated in Stephenville area hotels/motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/facility? 3 nights April 6-8

If this event/activity/facility has been funded by HOT funds in the last three (3) years, how many room nights were generated at Stephenville area hotels/motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/facility?

Last Year? Alvarado - sold out La Quinta, Best Western,

Two Years Ago? Comfort

Three Years Ago? \_\_\_\_\_

What method did you use to determine the number of people who booked rooms in Stephenville area hotels/motels, inns, and bed-and-breakfast establishments by attendees of this even/activity/facility? (for example, room block usage information, survey of hoteliers, etc.)

X

The La Quinta was sold out 6-8, We also checked Hampton Inn, Best Western, Motel 6, They were all sold out

Was a room block established for this event/activity/facility at an area hotel and, if so, did the room block fill? yes La Quinta was sold out

If the room block did not fill, how many rooms were picked up? \_\_\_\_\_

Please check all efforts your organization actually used to promote this event/activity/facility, and how much money was actually spent in each category:

Newspaper		\$
Radio		\$
TV	<u>talked about on Cowboy Channel</u>	\$
Press Release		\$
Direct Mail	<input checked="" type="checkbox"/>	\$ email
Social Media	<input checked="" type="checkbox"/>	\$ fb
Other	<u>websites</u>	<input checked="" type="checkbox"/> \$ Joebeaver.com, etc

We are <sup>a</sup> ~~part~~ of qualifying event for  
 Hoey Jr Patriot  
 Vegas World Finals  
 The American  
 So our event location is posted on their website

What new marketing initiatives did you utilize to promote hotel, tourism and visitor's activity for this event/activity/facility? La Quinta is our host hotel

We email approximately 550 previous contestants  
Our flyer goes onto 7 association schedules, Our website has all info

Attach actual documents showing how Stephenville was recognized in your advertising/promotional campaign. see attached

Attach actual documents showing all forms of advertising/promotion used in your campaign. If the item itself does not indicate the medium used (i.e. radio, TV, print, or mail) or exactly where the advertising took place, please include other information that would show the location of the advertising and medium utilized.

Attach actual invoices, receipts, and proofs of payment for ALL expenditures on which HOT funds were used in whole or in part.

Were the HOT funds received fifty percent (50%) or less of total receipts? less

HOT Funds Received: \$5000

Total Event Receipts: \$33,799

What Stephenville businesses did you utilize for food, supplies, materials, printing, etc.? HEB, Newtons Purple Goat, J Raes, El Azteca  
Peacocks, Hard's

If sporting event-related, how many individuals actually participated in the event/activity/facility? 500+ from 18 states + Canada

If sporting event-related, how many participants were from another city of county? 146 contestant list emailed to you 5/23/23 of 500+ plus lived Stephenville  
Ligan, Morgan, Mill

The above accounting of HOT funds received for the City of Stephenville, and the explanation of how such funds were actually utilized, is true and accurate.

Jenna Beare  
Authorized Signature

5/14/23  
Date Signed

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

**FUNDING CONSIDERATION CHECKLIST****Name of****Event/Activity/Facility:** Joe Beaver Jr Superstars / 377 Arena <sup>Doping</sup>Does your event/activity/facility pass Part One (1) of the statutory test, defined specifically as directly enhancing and promoting tourism and the convention, and hotel industry in Stephenville?  YES  NO

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

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



# COMMITTEE REPORT

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

**MEETING:** January 16, 2024

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

**Absent:**

**DEPARTMENT:** Parks and Leisure Services

**STAFF CONTACT:** Daron Trussell- Director

## Committee Report

The City Council Parks and Leisure Services Committee convened on January 16, 2024 and staff presented the opportunity to partner with Synergy Sports to provide a feasibility study for the City of Stephenville

The Parks and Leisure Services Committee by a vote of 4:0 recommended approval of the Synergy Sports Feasibility study to be brought before full council.



## STAFF REPORT

**SUBJECT:** Synergy Sports Feasibility Study

**DEPARTMENT:** Parks and Leisure Services

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

### RECOMMENDATION:

Staff is recommending entering into an agreement with Synergy Sports to engage in a feasibility study to assess new and expanded sports facility opportunities for the City of Stephenville.

### BACKGROUND:

Synergy will collaborate with, and provide services to, the City of Stephenville in the following areas:

#### Creation of a sports-focused Feasibility Study

- Assess the current sports ecosystem in the local, sub-regional, and regional markets
- Identify sports opportunities in the local, sub-regional, and regional markets that are currently underserved and/ or absent in the region
- Assess the local, sub-regional, and regional demographics, socioeconomics, competitors, etc.
- Assess the various sites and project opportunities within the City to determine the level of sport participation, opportunities for amateur and collegiate meets, tournaments, and rentals, events, community programs, etc.
- Provide recommendations on facility components, surfacing, equipment, etc.
- Creation of 5-year financial projections for operations for each component as well as collectively, to include Income Statement, Statement of Cash Flows, Balance Sheet, and supporting details (number and costs for programs, meets, events, etc.)
- Creation of an Economic Impact Analysis to show jobs created or supported, dollars coming into the area, additional hotel stays, restaurant visits, etc.
- Creation of a User Impact Summary to show the number of additional visitors to the area, participants, etc.
- Develop conceptual architecture for any “to be developed” facilities (indoor and/ or outdoor)
  - Indoor facility floor plan and site plan (if applicable)
  - Exterior Rendering of new outdoor components (flat/ diamond fields, etc., if applicable)
- Development of a digital presentation deck (as needed)
- Development of a preliminary cost estimate for construction, surfacing, equipment, etc., and provide an optional phasing plan
- Provide a summary of financing and funding options
- Initial site visit to include meetings with key stakeholders, County Commission, community members, other municipal entities, etc.
- Site visit to present final findings to City Council
- Virtual presentations with Boards of Directors, philanthropic organizations, banks, City Council, School Board, County Commission, EDC, local community, etc. as needed

### FISCAL IMPACT SUMMARY:

Cost: \$15,000 (inclusive of all travel expenses)  
 Terms: 50% due 30 days after Acceptance; Balance due upon completion

### ALTERNATIVES

- 1) Accept the staff recommendation and enter into an agreement with Synergy Sports to provide a feasibility study with the City of Stephenville
- 2) Do not accept the staff recommendation

November 10, 2023

City of Stephenville, Texas

Re: Stephenville, Texas Sports Feasibility Study

Good Morning,

Synergy Sports Charlotte, LLC (“Synergy”) has enjoyed the opportunity to learn more about your ideas for developing a new sports facility in Stephenville. Synergy is deeply committed to bringing sports, education, and enrichment opportunities to deserving communities and sees enormous value in giving back in meaningful ways and providing unparalleled programming and facilities. We are pleased to present this engagement letter to you for the initial stages of assessing new & expanded sport opportunities, determining ideal locations, and projecting financial performance and economic impact.

This Letter Agreement outlines the framework of the relationship between Synergy and the City of Stephenville for the first Phase of the project.

Broadly speaking, Synergy will collaborate with, and provide services to, the City in the following areas:

- Creation of a sports-focused Feasibility Study
  - Assess the current sports ecosystem in the local, sub-regional, and regional markets
  - Identify sports opportunities in the local, sub-regional, and regional markets that are currently underserved and/ or absent in the region
  - Assess the local, sub-regional, and regional demographics, socioeconomics, competitors, etc.
  - Assess the various sites and project opportunities within the City to determine the level of sport participation, opportunities for amateur and collegiate meets, tournaments, and rentals, events, community programs, etc.
  - Provide recommendations on facility components, surfacing, equipment, etc.
- Creation of 5-year financial projections for operations for each component as well as collectively, to include Income Statement, Statement of Cash Flows, Balance Sheet, and supporting details (number and costs for programs, meets, events, etc.)
- Creation of an Economic Impact Analysis to show jobs created or supported, dollars coming into the area, additional hotel stays, restaurant visits, etc.
- Creation of a User Impact Summary to show the number of additional visitors to the area, participants, etc.
- Develop conceptual architecture for any “to be developed” facilities (indoor and/ or outdoor)
  - Indoor facility floor plan and site plan (if applicable)
  - Exterior Rendering of new outdoor components (flat/ diamond fields, etc., if applicable)
- Development of a digital presentation deck (as needed)
- Development of a preliminary cost estimate for construction, surfacing, equipment, etc., and provide an optional phasing plan
- Provide a summary of financing and funding options
- Initial site visit to include meetings with key stakeholders, County Commission, community members, other municipal entities, etc.
- Site visit to present final findings to City Council
- Virtual presentations with Boards of Directors, philanthropic organizations, banks, City Council, School Board, County Commission, EDC, local community, etc. as needed

Cost: \$15,000 (inclusive of all travel expenses)

Terms: 50% due 30 days after Acceptance; Balance due upon completion



The timeline to complete the above and deliver the final assets (including site visit) is estimated to be 45- 60 days from the Date of Execution. This timeline assumes periodic calls as necessary, timely access to client provided data and information, etc.

To get started, please sign, and return this Letter Agreement, indicating acceptance of the fees proposed, timeline, and overall scope. Payment for the services will be due as outlined. This phase will provide key financial information needed for financing and/ or funding, presentation ready materials for key stakeholders and community groups, economic and community impact assessments, and proof of a viable endeavor.

Information and general costs associated with successive phases will be determined and outlined as the project progresses.

Please sign this letter and return it to me by email. We look forward to working with you on this amazing project.

Sincerely,

Jason Boudrie, Founder & CEO  
Synergy Sports Charlotte, LLC

I agree to and accept the terms of this Letter Agreement:

\_\_\_\_\_  
Stephenville, Texas Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Boudrie  
Founder & CEO, Synergy Sports Charlotte, LLC

\_\_\_\_\_  
Date

Public Works Committee  
**COMMITTEE REPORT**



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

**Agenda Item 3: Review Proposal with LJA Engineering for Development Review Services**

**Discussion:** A professional services proposal with LJA Engineering was presented for general professional engineering services to be performed on a task order basis that would be primarily used for development reviews across multiple engineering disciplines for plat and development plan reviews, but would also allow for assistance with other services like code updates, planning, design, etc. with prior staff authorization. It was noted that initial review times would remain consistent with 10-14 calendar day turnaround times.

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

**Recommendation:** The committee voted unanimously to forward a positive recommendation to the full council to approve the professional services agreement with LJA Engineering, Inc. as presented.

**Agenda Item 4: Review Proposal with Raftelis for Stormwater Rate Analysis Services**

**Discussion:** A professional services proposal with Raftelis Financial Consultants, Inc. was presented to develop long and short-term financial plans for the stormwater utility. It was noted the current stormwater rate structure and calculation methodologies would also be reviewed and recommendations would be presented as well as a specific 5-year rate structure to meet prioritized funding goals. Raftelis would also review and provide recommendations to the existing code of ordinances. It was noted the proposal is under the amount allocated in the approved FY23-24 budget.

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

**Recommendation:** The committee voted unanimously to forward a positive recommendation to the full council to approve the professional services proposal with Raftelis Financial Consultants, Inc. as presented.

**Agenda Item 5: Review FY23-24 Rates for Upper Leon River Municipal Water District**

**Discussion:** The proposed rates for the Upper Leon River Municipal Water District were presented. It was noted the annual Raw Water charge is the dollar-for-dollar pass thru cost from the Brazos River Authority (BRA) for Stephenville's allocation of 1862 acre-feet (AF) of raw water as a part of a District contract with the BRA and that the \$174,097.00 charge was approved in the adopted FY23-24 budget.

**Committee Action:** Following discussion, a motion was made by Mr. Haschke, seconded by Mr. Baskett, to forward a positive recommendation to the full council to approve the rates as presented.

**Recommendation:** The committee voted unanimously to forward a positive recommendation to the full council to approve the rates with the Upper Leon River Municipal Water District as presented.

### Agenda Item 6: Review Long Street Reconstruction Project Change Orders

- Discussion:** The proposed Change Order No. 5 was presented for the Long Street Reconstruction Project. It was noted that, if approved, the cost of the change order would be split between the Public Works and Parks Departments with the Public Works construction rerouting the sidewalk in front of the Rec Hall and the Parks portion being the reconstruction of the steps in front of the Rec Hall to provide ADA compliant access to the building. It was noted the project is trending under budget and the Parks portion of the cost would be reallocated from a bathroom renovation project that was on hold.
- Committee Action:** Following discussion, a motion was made by Mr. Baskett, seconded by Mrs. Durfey, to forward a positive recommendation to the full council to approve the change order as presented.
- Recommendation:** The committee voted unanimously to forward a positive recommendation to the full council to approve Change Order No. 5 as presented.

### Agenda Item 7: Review Harbin Drive Reconstruction Project Change Orders

- Discussion:** The previous, existing change orders for the Harbin Drive Reconstruction Project were reviewed. The proposed Change Order No. 7 was presented noting the traffic signal controller at the intersection of Washington and Harbin. It was noted that while the traffic signal controller was shown on the plans, there was no mechanism in the bid specifications to account for the cost of the controller as it was simply overlooked and unaccounted for by the design engineering firm. It was further noted funds previously allocated for annual street maintenance will cover the cost of the proposed change order with approximately \$104,552 to address additional unknowns encountered in the project.
- Committee Action:** Following discussion, a motion was made by Mr. Haschke, seconded by Mrs. Durfey, to forward a positive recommendation to the full council to approve the change order as presented.
- Recommendation:** The committee voted unanimously to forward a positive recommendation to the full council to approve Change Order No. 7 as presented.

### Agenda Item 8: Discuss Construction Contractor Protocol

- Discussion:** The committee and council members discussed experiences where private contractors had utilized private property without permission from the property owners. The committee and staff discussed options to require contractors to acknowledge permission requirements when obtaining permits to perform work in the public right-of-way,.
- Committee Action:** No action was taken.
- Recommendation:** No committee recommendation was provided, however, modifications to the existing Right-of-Way Permit application have been assembled for contractors to acknowledge a list of “Do’s and Do Not’s” when performing work in the public right-of-way.

# STAFF REPORT



**SUBJECT:** Professional Engineering Services – LJA Engineering, Inc.  
**MEETING:** Public Works Committee Meeting - 16 Jan 2024  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

## RECOMMENDATION:

Staff recommends engaging LJA Engineering, Inc. to perform professional engineering services with an emphasis on review of plats and development plans.

## BACKGROUND:

Staff met with representatives from LJA Engineering, Inc. on December 12, 2023, and was impressed with the professionalism, knowledge, and experiences represented regarding municipal engineering and public infrastructure, specifically related to development reviews and stormwater expertise.

LJA is a 50-year-old, employee-owned, comprehensive, full-service engineering company with 50 offices in 9 states, including 25 offices in Texas with four (4) offices located in the metroplex area.

## PROPOSAL:

A proposed Professional Services Agreement (PSA) is attached. The agreement has been reviewed by the city attorney. General professional engineering services would be performed on a task order basis and would be primarily used for development reviews across multiple engineering disciplines for plat and development plan reviews, but would also allow for assistance with other services like code updates, planning, design, etc. with prior staff authorization.

## FISCAL IMPACT SUMMARY:

Professional engineering services would be performed on a task order basis. The adopted FY23-24 budget allocated \$45,000 for review fee services; however, review fees are pass-through costs and are directly reimbursed by developers.

Amendment No. 15 with Freese and Nichols, Inc. was approved in December 2023 to extend the existing agreement for services by a not-to-exceed amount of \$30,000. If LJA is selected to perform development reviews moving forward, any funds remaining from the amendment with FNI, following completion of existing projects, will be reallocated.

## ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not authorize the execution of the professional service agreement as presented; or
2. Direct staff to authorize professional services on a month-to-month basis.

## ADVANTAGES:

1. No charge is incurred to the city unless services are utilized.
2. The adopted Fee Schedule provides for review fees to be reimbursed by developers.
3. Reviews would continue to be completed within seven (7) to fourteen (14) calendar days.

## DISADVANTAGES:

1. No disadvantages have been identified.

## ATTACHMENTS:

[LJA Engineering, Inc. – Professional Services Proposal](#)



January 12, 2024

**PROPOSAL**

Jason King, City Manager  
City of Stephenville  
298 W. Washington Street  
Stephenville, Texas 76401

Re: Stephenville Support Services  
City of Stephenville, Erath County, Texas  
LJA Job No. NTP4458-0356  
LJA Proposal No. 23-24914

Dear Mr. King:

LJA Engineering, Inc. is pleased to submit this proposal for the following services in accordance with the terms and conditions set forth in the attached Professional Services Agreement (PSA).

**TASK ORDER DESCRIPTION**

Scope and fee herein anticipate general consultation to include reviewing and collaborating on development proposals and Code updates, recommendations for associated planning, design, and operational considerations, and implementation of the Comprehensive Plan and management services.

**SCOPE OF SERVICES**

**901. GENERAL CONSULTING**

Provide or perform the following services as requested via email as needed:

1. Attend predevelopment and project meetings, to provide planning, design, engineering, and development guidance as applicable.
2. Review, comment, and advise on predevelopment and project proposals, to provide planning, design, engineering, and development recommendations as applicable.
3. Discuss development proposals with City Staff, boards, and commissions, to provide planning, design, engineering, and development guidance as applicable.
4. Provide planning policy recommendations and design concepts for City strategies and programs.
5. Attend and present during public hearings and field questions.

6. Review, comment, and advise on master water distribution, sanitary sewer collection, and stormwater management plans and proposed facilities.
7. Advise and coordinate planning, design, bidding, and construction management of identified projects.
8. Review, comment, and advise on traffic- and transportation-related studies, plans, and development.
9. Provide guidance on existing and proposed revisions to standard policies, procedures, and operations.
10. Review and comment on existing and proposed City standards, including review flowcharts, checklists, criteria manuals, applications, and details.
11. Attend meetings, hold phone calls, and/or participate in email conversations regarding recommended actions or policies to implement adopted city plans and policies.
12. Provide planning, design, engineering, drainage, and development guidance based on best practices and to complement the adopted city plans and policies.
13. Evaluate, summarize, and/or administer solutions and best practices for adopted or in progress plans and studies for implementation.

**GENERAL CONDITIONS**

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Work requests within this Scope of Work shall be documented via email from City to Consultant, with any associated clarification of timeline/deadline, estimated level of effort, and/or task considerations as applicable.

**COMPENSATION SCHEDULE**

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**SUPPORT SERVICES**

901	General Consulting	Hourly
Z99	Reimbursable Expenses	T&M

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**ADDITIONAL SERVICES**

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Compensation for Additional Services not listed herein or services required due to change in municipal ordinances and/or State legislation will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule in the PSA or on a lump sum basis agreed upon at the time the work is authorized.

If this proposal meets with your approval, please execute proposal and return a copy to us. Your signature below and on the attached PSA will be sufficient authorization to commence the stated work.

We appreciate this opportunity to submit this proposal and look forward to working with you. If you have questions, please call me at 972.339.8186.

Sincerely,

**CITY OF STEPHENVILLE**

Abra R. Nusser, AICP  
Director

By: \_\_\_\_\_

Name: Doug Svien\_\_\_\_\_

Title: Mayor\_\_\_\_\_

Date: \_\_\_\_\_

James S. Wiegert, PE  
Senior Vice President

AN/rr

### PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on January 12, 2024 is by and between City of Stephenville with address at 298 W. Washington Street, Stephenville, Texas 76401 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

**I. LJA'S RESPONSIBILITIES:** LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

**II. CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

**1. INFORMATION/REPORTS:** Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

**2. REPRESENTATIVE / ACCESS:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

**3. DECISIONS:** Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

**III. COMPENSATION, BILLING, & PAYMENT:** Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

**IV. STANDARD TERMS AND CONDITIONS:** Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

**APPROVED FOR "CLIENT"**  
**CITY OF STEPHENVILLE**

**APPROVED FOR "LJA"**  
**LJA ENGINEERING, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: Doug Svien

Printed Name: James S. Wiegert

Title: Mayor

Title: Senior Vice President

Effective Date: \_\_\_\_\_

Attachments:  
A – Standard Terms and Conditions  
B – Standard Rate Schedule



## ATTACHMENT A STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

**2. CHANGE OF SCOPE.** The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

**3. SAFETY.** LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

**4. DELAYS.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services.

Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

**6. RELATIONSHIP WITH CONTRACTORS / REVIEW.** LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

**7. INSURANCE.** LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction,

Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

**8. PROJECTS WITH MULTIPLE CLIENTS.** When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

**9. SITE CONDITIONS.** Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

**10. INDEMNITY.** LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

**11. LIMITATION OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III

of this Agreement the amount of such limit and <sup>Item 19.</sup> additional compensation to be paid to LJA for assumption of such additional risk.

**12. CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

**13. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to reuse of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

**14. CLIENT DATA.** Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the

implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

**15. ASSIGNMENT/BENEFICIARIES.** Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any. The Services may be performed by any affiliated company of LJA under its common insurance program.

**16. AMENDMENT, NO WAIVER, & SEVERABILITY.** This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**17. INDEPENDENT PARTIES.** Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

**18. STATUTE OF LIMITATION.** To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

**19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS.** As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, LJA is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, LJA verifies that it does not, nor will it, "boycott Israel" through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade

association through the term of this Agreement. As r Item 19.  
by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, LJA is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." LJA is headquartered in Houston, Texas.

**20. DISPUTE RESOLUTION.** The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

**21. LITIGATION SUPPORT.** LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

**22. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.20OCT2023

## ATTACHMENT B

LABOR CATEGORY	BILLING RATES	
	Lowest	Highest
Department Head (VP, Division Manager)	\$225.00	\$300.00
Senior Consultant	\$230.00	\$285.00
Director	\$200.00	\$285.00
Group Manager	\$195.00	\$265.00
Sr. Project Manager	\$190.00	\$260.00
Project Manager	\$135.00	\$210.00
Sr. Project Engineer	\$140.00	\$215.00
Professional Engineer (Project Engineer, APM)	\$120.00	\$195.00
Graduate/Design Engineer	\$ 90.00	\$140.00
Sr. Civil Designer	\$ 90.00	\$175.00
Civil Designer	\$ 80.00	\$140.00
Sr. Planner	\$130.00	\$195.00
Planner	\$ 85.00	\$150.00
Sr. Landscape Architect (Studio Lead)	\$130.00	\$175.00
Landscape Architect	\$100.00	\$165.00
Landscape Designer	\$ 85.00	\$140.00
Sr. Construction Manager	\$120.00	\$195.00
Construction Manager	\$100.00	\$155.00
Resident Project Representative	\$ 85.00	\$145.00
Construction Engineer	\$ 85.00	\$145.00
Construction Inspector	\$ 70.00	\$135.00
GIS Developer	\$105.00	\$190.00
GIS Analyst	\$ 75.00	\$125.00
Survey Project Manager	\$130.00	\$210.00
Project Surveyor	\$110.00	\$170.00
Survey Technician	\$ 75.00	\$155.00
3 Man Survey Crew	\$200.00	\$240.00
2 Man Survey Crew	\$160.00	\$200.00
Clerical (Admin. Assistant)	\$ 60.00	\$125.00
Intern	\$ 45.00	\$ 85.00

**Expert Witness**

Expert witness and certificate (merit or lender) duties will be billed at a rate of \$425.00/hour.

**Reimbursable Expenses**

In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.
5. Sales tax as required by state law for surveying services will be billed at cost.

**Payments**

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

# STAFF REPORT

**SUBJECT:** Professional Services – Stormwater Rate Analysis – Raftelis  
**MEETING:** Public Works Committee Meeting - 16 Jan 2024  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

## RECOMMENDATION:

Staff recommends engaging Raftelis Financial Consultants, Inc. to perform the FY23-24 budgeted stormwater rate analysis.

## BACKGROUND:

Public Works and Finance staff met with representatives from Raftelis on November 17, 2023, and were impressed with the considerable experience presented regarding municipal rate structure development. Raftelis has conducted rate surveys since 1996 and has partnered with over 600 local governments last year alone. Raftelis has a multitude of both state and national clients of all sizes. Raftelis is also registered with the U.S. Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

## PROPOSAL:

A proposed Professional Services Agreement is attached. The agreement has been reviewed by the city attorney's office. The scope of work includes the establishment of short and long-term financial plans for the city's stormwater utility using multiple scenarios over various lengths of time. The financial plans will consider different funding mechanism options to ensure equitable and sustainable revenue generation to meet both standard operating and capital cost goals.

The proposal also includes the development of a financial rate model tool in a format the city can use in the future to analyze different factors and those associated impacts to debt and revenue.

The city's current rate structure and calculation methodologies will be reviewed, and recommendations will be presented for consideration. Raftelis will develop a specific 5-year rate structure recommendation to meet prioritized funding goals.

Additionally, Raftelis will review and provide recommendations to the city's applicable code of ordinances.

## FISCAL IMPACT SUMMARY:

The adopted FY23-24 budget allocated \$50,000 for a stormwater rate analysis. The proposal provides the services discussed above for \$46,890.00.

## ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval the proposal as presented; or
2. Direct staff to seek an alternate firm.

## ADVANTAGES:

1. The proposal is \$3,110.00 under the approved budget amount.

## DISADVANTAGES:

1. No disadvantages have been identified.

## ATTACHMENTS:

[Raftelis – Stormwater Rate Analysis Proposal](#)

# Stephenville, TX Stormwater Fee Rate Study and Rate Structure Analysis

## PROPOSED SCOPE OF WORK

### Project Understanding

The City of Stephenville, TX (City) is seeking a stormwater rate study and possible update to its rate structure. The City has not had an update to its rate in a few years, and revenues are insufficient to fund program needs. Currently, nearly all revenues service debt obligations, and very little funding is available to support operations and maintenance of the critical drainage infrastructure. The City also has a long list of stormwater capital projects to improve, enhance, and expand stormwater infrastructure in the City. The proposed rate study and possible rate structure update will provide the City with options moving forward to increase revenue and enhance its stormwater program.

### Project Approach

#### TASK 1 – DATA COLLECTION & REVIEW

As part of this task, we will collect both financial and GIS data from the City. Raftelis will collect budget, capital plans, debt schedules, and other available financial data. Historical information will be reviewed related to revenues and collections to provide a better understanding of historical trends. Raftelis will work with the City to collect the current tax parcel, land use data, aerial imagery, impervious area, and zoning data as available for GIS analysis. During the data collection and review, we will begin to identify assumptions used to allocate and project costs that will be integrated into our model. As these assumptions are identified, City staff will have an opportunity to review our findings to ensure that the assumptions make sense with regard to the City's stormwater system.

#### TASK 2 – FINANCIAL PLAN DEVELOPMENT

Initially, we will establish short and long-term financial plans for the City's utility. In preparing these plans, we will analyze the City's current policies and practices for funding its operations and debt service requirements. We will assist in the development of a full financial planning model that will accommodate multiple scenarios for a capital plan at various lengths of time (10, 20, and 30 years). In discussions with City staff, we will consider various funding options or a combination of options, such as operating revenue and potential debt issuances, to address the capital backlog. Raftelis will also develop a plan to manage debt coverage. The City has indicated a desire for an increase in level of service for operations, so this will be taken into consideration when creating a financial plan. In this task, Raftelis will build an open-source Microsoft Excel-based financial model to establish the financial plan, and under task 3, model rates under an alternative rate structure. The model will include a tabular accounting method using revenue requirements provided by the City and units of service data developed as part of this project. The model will include rate calculations under up to three rate structures and a pro forma cash flow. Raftelis will work with City staff to select a preferred rate structure from among the alternatives. Users of this tool will be able to edit inputs and assumptions, in addition to revenue requirements, to impact rates and downstream analyses. The model will be delivered to City staff for their own use moving forward.

**TASK 3 – RATE STRUCTURE EVALUATION & CUSTOMER IMPACT ANALYSIS**

Currently, the City has a rate structure founded on estimated impervious area (calculated using gross area of property and land use-based intensity of development). Through this rate structure evaluation, we will provide up to 3 different rate structures for the City to review and consider, and have a conversation with City staff to determine which rate structure we should go forward with in analyzing. We may consider a refined estimated impervious area/area-intensity of development structure, measured impervious area, or other rate structure alternatives. Often, the billing unit for impervious area is a community-specific equivalent residential unit (ERU). An accurate ERU value is foundational to establishing equity between rate classes. The City has an established ERU, but it was calculated long ago and should be updated as part of the overall data update and rate structure assessment. To determine the ERU, Raftelis will measure the impervious area in ArcMap for a random sample of approximately 400 residential properties. We will ensure that the sample is representative geographically, across single family residential housing types, and across developments of different ages. Raftelis will determine an appropriate ERU based on our analysis. At the City’s direction, we may also digitize a sample of up to 12 non-single family residential properties of varying sizes and types (such as non-profits, churches, large businesses, small/downtown businesses, etc.) to inform the rate structure evaluation and support communication efforts.

Our GIS team is skilled at using parcel data, planimetric data, and aerial imagery to identify and create an impervious area layer. We recognize the importance of accuracy in maintaining parcel boundaries and capturing impervious area features for each parcel, as this data will be the foundation of fees charged to each parcel. Our team recognizes the difference between public impervious areas, such as streets and sidewalks, and ensures these features are treated consistently across the service area; this ensures accuracy and fairness in ERU and rate calculations. We pay close attention to details that, when shared with decision makers and ratepayers, instill confidence in the underlying data. An example of our work is shown to the right, where measured impervious surfaces are shown in translucent yellow.



Raftelis will provide the City with any final work products such as digitized impervious surface layers or associated tabular data and analysis. These rate structure options are designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency.

We will also develop a comparison of the cost of service to rate recovery under the recommended rate developed as well as currently existing rates. This analysis will allow the City to understand any potential inequities in the existing rate structure as well as how any proposed changes to the rate structure, if applicable, addresses those inequities and subsequently impacts ratepayers.

**TASK 4 – RATE & RATE STRUCTURE FINALIZATION**

In this task, Raftelis will work with the City to finalize the rate and/or rate structure recommendation, if applicable, that best aligns with the City’s goals. Raftelis will develop a 5-year rate plan, which includes planned rate increases, to both phase in the new rate as well as keep up with general inflation and increased revenue requirements.



## **TASK 5 – ORDINANCE UPDATE**

The Raftelis team will work with the City Attorney and City staff to offer recommended revisions to the City’s Drainage Utility System ordinance (Stephenville Code of Ordinances, Chapter 52) to accommodate an updated rate structure, if applicable, and rates. Finalization of the ordinance will be the responsibility of the City’s Attorney.

Raftelis will assist with presenting the ordinance updates, changes to the rate structure, if applicable, and recommended rates to the City Council, including the preparation of supporting materials for the presentation. These materials are an opportunity to educate the Council and the public on why revised rates are necessary, how they serve the community’s interests, and why the City has chosen the proposed rate structure, if applicable.

## **TASK 6 – REPORT DEVELOPMENT & PRESENTATION SUPPORT**

### *Draft Report*

The draft report will document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the cost-of-service and rate study. An electronic copy of the draft report will be presented to City staff for their review and comment.

### *Final Report*

Raftelis will incorporate the City staff’s comments on the draft report into a final report. Upon finalization of the report, the City will be provided an electronic copy of the report and the final rate model.

### *Presentations*

We will prepare a PowerPoint presentation summarizing the rate study process, findings, and recommendations in a clear and concise manner. We will provide a draft of this presentation to City staff for their review and comment prior to delivering the final version.

# Project Schedule and Fee

We propose the completion of the services described in this scope by October 1<sup>st</sup>, 2024. The estimated schedule is as shown here but may be refined in discussions with City staff.

TASKS	2024							
	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1. Data Collection & Review	●							
2. Financial Plan Development				●				
3. Rate Structure Evaluation & Customer Impact Analysis		●	●					
4. Rate & Rate Structure Finalization						●		●
5. Ordinance Update								●
6. Report Development & Presentation Support							●	● ●

- Meetings
- Deliverables

For this engagement, we propose a not-to-exceed cost of \$46,890. It is our practice to bill monthly based on actual time and expenses. Total fees will be limited to the not-to-exceed amount unless specific approval for an adjustment in scope is received.

Tasks	Hours					Total Fees & Expenses
	HL	KC	TH	RG	Total	
1. Data Collection & Review	2	2	8		12	\$2,960
2. Financial Plan Development	4	8	30		42	\$9,970
3. Rate Structure Evaluation & Customer Impact Analysis	2	12	40	50	104	\$18,750
4. Rate & Rate Structure Finalization	1	5	10		16	\$3,970
5. Ordinance Update	2	10	0		12	\$4,040
6. Report Development & Presentation Support	6	8	12		26	\$7,200
<b>Total Meetings / Hours</b>	<b>17</b>	<b>45</b>	<b>100</b>	<b>50</b>	<b>212</b>	
<b>Hourly Billing Rate</b>	<b>\$360</b>	<b>\$320</b>	<b>\$185</b>	<b>\$115</b>		
<b>Total Professional Fees</b>	<b>\$6,120</b>	<b>\$14,400</b>	<b>\$18,500</b>	<b>\$5,750</b>		
					<b>Total Fees</b>	<b>\$44,770</b>
					<b>Expenses</b>	<b>\$2,120</b>
					<b>Total Fees &amp; Expenses</b>	<b>\$46,890</b>

HL - Henrietta Locklear  
 KC - Katie Cromwell  
 TH - Taylor Holliday  
 RG - Rob Garrett

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**CLIENT**  
**AND**  
**RAFTELIS FINANCIAL CONSULTANTS, INC.**

This Consulting Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (hereinafter referred to as the effective date of the agreement) by and between, City of Stephenville, TX (the “Client”) and Raftelis Financial Consultants, Inc., 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 (“Raftelis”).

**Witnesseth**

WHEREAS, Raftelis is engaged and experienced in public finance, management, and pricing, and service delivery, and WHEREAS, The Client desires to hire Raftelis and Raftelis agrees to provide services to the Client, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

**Article 1 – Statement of Work**

Raftelis shall provide professional consulting services to prepare a stormwater fee rate study and rate structure analysis for Client. Raftelis will perform the services as set forth in its proposal sent to Client dated December 10, 2023 and included herein as Attachment A, the “Scope.”

**Article 2 – Time for Completion**

This Agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of and shall be mutually agreed to by the Parties.

**Article 3 – Compensation**

Client shall pay to Raftelis the sum not to exceed \$46,890.00, which includes professional fees and direct expenses incurred in performing the scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the scope of work contained herein at Raftelis’ current standard hourly rate schedule included in Attachment B. Any expansion of the scope of work by the Client shall involve discussion of and agreement about additional fees and time by both parties.

Raftelis shall submit invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice

will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to Raftelis within 30 days.

#### **Article 4 – Additional Services**

At the Client's request, Raftelis may submit proposals for additional professional services. Each proposal submitted shall detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

#### **Article 5 – Place of Performance**

Raftelis shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

#### **Article 6 – Indemnification**

Raftelis hereby agrees to indemnify and defend the Client, its officers, directors, managers and employees ("Indemnified Party or Parties") and to hold the Indemnified Parties harmless against third party claims, costs and expenses, including reasonable attorney's fees, action, or demands against the Indemnified Parties and against damages for injury to or death of any person and for loss of or damage to all property caused by the negligent acts, errors or omissions of Raftelis in performing this Agreement, except to the extent the claims, demands, liabilities, cost and expenses are caused by the negligent acts, errors or omission of an Indemnified Party.

#### **Article 7 – Insurance**

Raftelis shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on Raftelis' Certificates of Insurance and Raftelis will provide the Client with these Certificates of Insurance.

Commercial General Liability Insurance – \$1,000,000 for each occurrence and \$2,000,000 in the aggregate

Comprehensive Automobile Liability Insurance – \$1,000,000 combined single limit each occurrence- hired and non-owned only

Workers Compensation Insurance – Statutory limits

Professional Liability Insurance – \$5,000,000 occurrence and \$5,000,000 in the aggregate

Excess or Umbrella Liability – \$5,000,000 occurrence and \$5,000,000 in the aggregate

### **Article 8 – Confidential Information**

Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from the Client, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except as required by judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to Raftelis by the Client ("Confidential Information") without first obtaining written permission from the Client. All tangible embodiments of such information shall be delivered to the Client or the destination of such information by Raftelis requested by the Client. The Client acknowledges Raftelis has the right to maintain its own set of work papers which may contain Confidential Information.

### **Article 9 – Independent Contractor Status**

It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis' employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Raftelis' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis' employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

### **Article 10 – Reliance on Data**

In performance of the services, it is understood that the Client and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis' control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis' Scope of services.

### **Article 11 – Standard of Performance**

Raftelis will perform the services under this Agreement in accordance with the standard of professionals in its industry prevailing at the time and place the services are performed. Raftelis' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in

conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Clients' estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

### **Article 12 – No Consequential Damages**

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non- performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party

### **Article 13 – Termination of Work**

This Agreement may be terminated as follows:

1. **By Client.** (a) for its convenience on 30 days' notice to Raftelis, or (b) for cause, if Raftelis materially breaches this Agreement through no fault of Client and Raftelis neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Raftelis.
2. **By Raftelis.** (a) for cause, if Client materially breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, Raftelis shall be compensated for all work properly performed prior to the effective date of termination.

**Article 14 – Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:

If for Raftelis:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Raftelis Financial Consultants, Inc.

227 W. Trade Street

Suite 1400

\_\_\_\_\_  
Title

Charlotte, NC 28202

\_\_\_\_\_  
Address

**Article 15 – Ownership of Work Product**

All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the property of the Client; provided that any use other than as contemplated in this Agreement or any alteration or modification of the Work Product shall be at the sole risk of Client, and Client shall indemnify, defend and hold Raftelis harmless from any claim, demand, liability, cost or expenses incurred by Raftelis from such use or modification. Nothing contained herein shall be deemed an assignment, transfer, or divestiture its use by Raftelis of any of its trade secrets, know-how or intellectual property.

**Article 16 – Compliance with Applicable Laws**

Raftelis is an equal opportunity employer and complies with all federal, state, and local fair employment practices laws. Raftelis strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, national origin or ancestry, gender identity, sexual orientation, marital status, sex, pregnancy, age, disability, past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law. All Raftelis employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, corrective action, compensation, benefits, and termination of employment.

Any act of discrimination committed by Raftelis in the course of its performance under this Agreement, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.



## Article 17 – General Provisions

- A. Entire Agreement: This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.
- B. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- D. Assignment and Delegation: Neither Party shall assign this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- F. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.
- G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- H. Third Party Rights: Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third-party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: \_\_\_\_\_  
Signature: **Doug Svien**  
  
**Mayor**  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

Raftelis Financial Consultants, Inc.

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

This is to certify that an appropriation in the amount of this contract is available therefore and that Doug Svien, Mayor has been authorized to execute the contract and that Nick Williams, P.E., Director of Public Works approve all requisitions and change orders.

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title

**ATTACHMENT A**  
**STATEMENT OF WORK/ENGAGEMENT LETTER**

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## ATTACHMENT B

### RAFTELIS' 2023 STANDARD HOURLY BILLING RATES

Position	Hourly Billing Rate *
Chair/Chair Emeritus	\$475
Chief Executive Officer/President	\$425
Executive Vice President	\$375
Vice President	\$340
Senior Manager	\$295
Principal Consultant	\$280
Manager	\$260
Senior Consultant	\$230
Consultant	\$200
Creative Director	\$200
Associate Consultant	\$175
Graphic Designer	\$150
Analyst	\$125
Administration	\$95
Technology/Communications Charge**	\$10
PRMG – Executive Vice President	\$325
PRMG – Vice President	\$300
PRMG – Senior Manager	\$275
PRMG – Manager	\$245
PRMG – Senior Consultant	\$200
PRMG – Consultant	\$180
PRMG – Associate	\$155
PRMG – Administration	\$95
Technology/Communication Charge*	\$10

\* These rates will be in effect for calendar year 2023 and will then increase annually by 3% unless specified otherwise by contract.

\*\* Technology/Communications Charge – This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

\*\*\* For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

# STAFF REPORT



**SUBJECT:** FY23-24 Upper Leon River Municipal Water District (ULRMWD) – Raw Water Charges  
**MEETING:** Public Works Committee Meeting - 16 Jan 2024  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

## RECOMMENDATION:

Staff recommends the authorization for the FY23-24 routine payments to the Upper Leon River Municipal Water District (ULRMWD) for raw water charges in the amount of \$174,097.00 per the agreement established in 1999.

## BACKGROUND:

The city entered into a Supplemental Water Service Agreement with the ULRMWD on July 26, 1999. The annual Raw Water charge is the dollar-for-dollar pass thru cost from the Brazos River Authority (BRA) for Stephenville’s allocation of 1862 acre-feet (AF) of raw water as a part of a District contract with the BRA.

The annual notice (copy attached) from the ULRMWD, dated December 1, 2023, confirms the FY23-24 BRA System Rate of \$93.50 per AF.

## FISCAL IMPACT SUMMARY:

The raw water charge for the period September 1, 2023 through August 31, 2024 is \$174,097.00. The approved FY23-24 budget allocated funds in the exact amount specifically for this routine, annual cost.

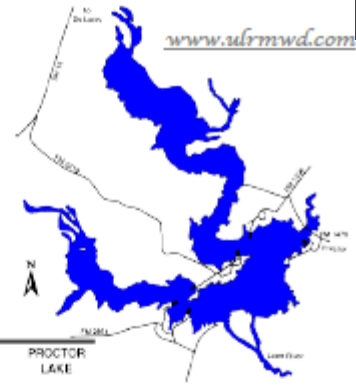
## ATTACHMENTS:

Attached is a copy of the ULRMWD FY23-24 notice.

# Upper Leon River Municipal Water District

2250 Highway 2861

Comanche, Texas 76442



December 1, 2023

**NICK WILLIAMS**

City of Stephenville  
298 West Washington  
Stephenville, Texas 76401

RE: ULRMWD Water Charges  
City Volumetric Rate  
Minimum Fee  
Raw Water Charge

Nick,

The Upper Leon River MWD Board adopted a rate for the member (constituent) cities of \$5.0900 per thousand gallons at their June 26, 2023 Board Meeting. When 2.5% is applied to the \$5.0900 it yields an adjusted **Volumetric Rate** to the City of Stephenville of **\$5.2173 per thousand**; net change will be \$0.1896 per thousand (up 3.77%).

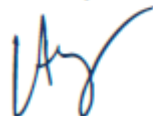
The new volumetric rate would be effective for water metered for the period October 26<sup>th</sup> thru November 30<sup>th</sup>, 2023.

The **Minimum Fee** currently remains \$141,972 and the pay terms remain the same, i.e., paid monthly **\$11,831**, or it can be paid annually.

**Raw Water charge** is the dollar-for-dollar pass thru from Brazos River Authority (BRA) for 1862 A.F. of raw water that is a part of a District contract with BRA. As most are aware, the 1862 A.F. of water represents the drought-of-record, 31.4% reduction of the original 2714 A.F of water contracted by the District from BRA for the benefit of the City. On July 31, 2023, the BRA Board of Directors set their System Rate at \$93.50 per Acre-Foot. This per AF rate, applied to the contract that was billed by BRA and already paid by the District, forms the City's Raw Water charge. The City's **Raw Water Charge for the period September 1<sup>st</sup>, 2023 through August 31<sup>st</sup>, 2024 is \$174,097**. This amount is due upon receipt; invoice accompanies.

Please contact us at your opportunity to discuss this or any other matters. The Office phone is 254-879-2258.

Thank you,



guy d. lacy

# Public Works

## STAFF REPORT

**SUBJECT:** Long Street Reconstruction Project – Change Order 5 for Rec Hall  
**MEETING:** Public Works Committee Meeting – 16 JAN 2024  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends approval of Change Order 5 to the contract with Jay Mills Contracting, Inc. for the Long Street Reconstruction Project in the amount of \$65,292.38.

### BACKGROUND:

On October 18, 2022, the City of Stephenville awarded the above referenced project to Jay Mills Contracting, Inc. for the Base Bid amount of \$5,168,343.94, plus Add Alternate B for sidewalks in the amount of \$796,080.00, for a total amount of \$5,964,423.94.

The project includes reconstruction of Long Street from Alexander Road to Graham Avenue. The existing roadway is being reconstructed with curbs and gutters, sidewalks, crosswalks, and ADA compliant ramps on the north and south sides of the street. Existing cast iron water lines, clay sewer lines, and stormwater culvert have been replaced. Long Street between Graham Avenue and Race Street has been restored with a brick surface supported by a concrete base. Asphalt pavement is specified between Race Street and Alexander Road. Project completion is anticipated in spring 2024.

### PROJECT:

Below are summaries of Change Orders #1-5.

- Change Order #1: \$15,989.76 (Approved)
  - Removal of existing stone wall and addition of sidewalk with 12-inch retaining wall at 380 S. Columbia.
- Change Order #2: \$8,802.90 (Approved)
  - Additional retaining wall at 285 W. Long.
- Change Order #3: \$9,443.52 (Approved)
  - Addition of sidewalk with 12-inch retaining wall at 214-230 W. Long.
- Change Order #4: -\$86,654.39 (Approved)
  - Modifications to pavement subgrade stabilization/treatment between Race and Alexander based on field conditions.
  - Modifications to sidewalks, including curb ramps and retaining walls, between Barton and Orr based on field conditions.
  - Realignment of the water line at Dublin based on field conditions.
- **Change Order #5: \$65,292.38 (Pending)**
  - Realignment of the proposed sidewalk at the Rec Hall in front of parking stalls instead of adjacent to street. An ADA accessible route is required for project compliance. (\$6,990.00)
  - Removal and replacement of the existing front steps and ramp at the Rec Hall. These improvements are not required for project compliance; however, the Public Works and Parks Departments have reviewed multiple sidewalk alternatives and recommend incorporating the additional improvements to provide an ADA compliant access at the front entrance of the building. (\$58,302.38 to be funded by the Parks Department.)

Additional Overruns: \$36,602.35

- Overruns to existing line items, in addition to those identified in the change orders above, have been incorporated into the project including:
  - Field modifications due to existing conditions/conflicts found during construction of water and sanitary sewer improvements.
  - Additional replacement of service lines and a fire hydrant that was not originally identified during design

**FISCAL IMPACT SUMMARY:**

Below are tabulations of project costs.

	<b>Total Amount</b>
Original Contract	\$ 5,964,424
Approved Change Orders	-\$ 52,418
Pending Change Orders	\$ 65,292
<b>Revised Contract</b>	<b>\$ 5,977,298</b>
Additional Overruns	\$ 36,602
<b>Revised Total with Overruns</b>	<b>\$ 6,013,900</b>

The below table shows a summary of project costs.

<b>Change Order</b>	<b>Change Order Amount</b>	<b>Amount Applied To Existing Pay Items</b>	<b>Total</b>
No. 1 (Approved)	\$ 15,990		\$ 15,990
No. 2 (Approved)	\$ 8,803		\$ 8,803
No. 3 (Approved)	\$ 9,444		\$ 9,444
No. 4 (Approved)	-\$ 86,654		-\$ 86,654
<b>Approved CO Subtotal</b>	<b>-\$ 52,418</b>		<b>-\$ 52,418</b>
No. 5 (Pending)	\$ 65,292		\$ 65,292
<b>Pending CO Subtotal</b>	<b>\$ 65,292</b>		<b>\$ 65,292</b>
Additional Overruns		\$ 36,602	
<b>Total</b>	<b>\$ 12,874</b>	<b>\$ 36,602</b>	<b>\$ 35,216</b>

The adopted FY22-23 budget appropriated \$6.5 million in project funding. The addition of the approved and pending change order amounts as well as the cost overruns to the original contract amount of \$5,964,424 yields a total contract amount of \$6,013,900.

Modifications to the Rec Hall entrance steps and ramp, if approved, will be funded through the reallocation of \$58,302.38 from the \$110,000 budgeted in FY23-24 for Rec Hall restroom renovations, which have been delayed due additional planning and design efforts, needed to ensure ADA compliance within the building.

It is recommended that Change Order 5 be approved for a revised total contact amount of \$6,013,900.

**ATTACHMENTS:**

[Change Order #5](#)



PROJECT:	West Long Street Reconstruction		
OWNER:	City of Stephenville	OWNER PROJ #	ITB 3310
CONTRACTOR:	Jay Mills Contracting, Inc.	ENG. PROJ. #	STE21686
ENGINEER:	Freese and Nichols, Inc.		

CHANGE ORDER NO. 5 CHANGE ORDER DATE: \_\_\_\_\_

Change Order Description: Rec Hall Modifications.  
 Make following additions/deletions or modifications to work described in the Contract Documents:

	Pay Item	Quantity Change	Unit	Unit Cost	Cost
A-08	Sodding and 4" Topsoil	70	SY	\$ 20.00	\$ 1,400.00
B-01	0"-16" Removing Stabilize Base & Asphalt Pavement	-135	SY	\$ 14.50	\$ (1,957.50)
B-02	Removing Concrete (Curb & Gutter)	115	LF	\$ 18.00	\$ 2,070.00
B-03	Removing Concrete (Sidewalks)	87	SY	\$ 35.00	\$ 3,045.00
C-01	3.5" HMAc (Ty-D) (PG 64-22) (115 LBS/SY/IN)	55	SY	\$ 39.50	\$ 2,172.50
C-03	Concrete Curb & Gutter (Ty-II)	130	LF	\$ 45.00	\$ 5,850.00
E-01	Concrete Curb (Ty-II)	14	LF	\$ 40.00	\$ 560.00
E-04	6" Driveways (Concrete)	-205	SY	\$ 110.00	\$ (22,550.00)
E-10	Refl Pav Mrk Ty I and Ty II (Y) 4" (SLD) (100MIL)	520	LF	\$ 6.35	\$ 3,302.00
E-11	Refl Pav Mrk Ty I and Ty II (W) 24" (SLD) (100MIL)	90	LF	\$ 19.00	\$ 1,710.00
J-09	Curb Ramps	1	EA	\$ 3,450.00	\$ 3,450.00
J-10	Concrete Sidewalks (4")	98	SY	\$ 81.00	\$ 7,938.00
<b>Subtotal - Public Works Department</b>					<b>\$ 6,990.00</b>
NEW	Removing Pedestrian Rail	14	LF	\$ 17.32	\$ 242.48
NEW	Removing Concrete (Misc.)	23	CY	\$ 279.70	\$ 6,433.10
NEW	Concrete (Class C)(Misc.)	40	CY	\$ 1,290.67	\$ 51,626.80
<b>Subtotal - Parks Department</b>					<b>\$ 58,302.38</b>
<b>TOTAL COST:</b>					<b>\$ 65,292.38</b>

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

**Contract Cost and/or Time Impacts:**

Original Contract Amount	\$5,964,423.94
Previously Approved Change Orders Amount	-\$52,418.21
Adjusted Contract Amount	\$5,912,005.73
Proposed Change Order Amount (this change order)	\$65,292.38
Revised Contract Amount	\$5,977,298.11
Previous Contract Time	529
Previous Substantial Completion Date	9-May-24
Previous Final Completion Date	9-May-24
Proposed Change in Contract Time (this change order)	0
Revised Contract Time	529
Revised Substantial Completion Date	9-May-24
Revised Final Completion Date	9-May-24

Recommended by:

Freese and Nichols, Inc.

By \_\_\_\_\_  
Date

Approved by:

Jay Mills Contracting, Inc.

By \_\_\_\_\_  
Date

Approved by:

City of Stephenville

By \_\_\_\_\_  
Date

# Public Works

## STAFF REPORT

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

### RECOMMENDATION:

Staff recommends approval of Change Order Number 7 to the contract with Jay Mills Contracting, Inc. for the Harbin Drive Improvements Project for a total cost of \$48,718.75.

### BACKGROUND:

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

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

### PROJECT:

Below are summaries of Change Orders #1-7.

- Change Order #1: \$24,970.79 (Approved)
  - Adjustments to reflect lowering an existing 12-inch waterline at Swan, instead of an 8-inch, as originally shown.
- Change Order #2: \$11,620.00 (Approved)
  - Realignment of approximately 560 feet of existing sanitary sewer through the cemetery due to a conflict with the regraded drainage channel alignment not originally identified during the design phase.
    - Overruns were applied to existing pay items in the amount of \$106,265.00 for a total change order impact of \$117,885.
- Change Order #3: \$534,397.50 (Approved)
  - Realignment of the storm drain and existing well line from Tarleton Street to Turner Street as requested by Tarleton State University (TSU) to accommodate construction of a Convocation Center.
- Change Order #4: \$54,395.00 (Approved)
  - Additional waterline replacement at Mimosa, Overhill, and Northwest Loop intersections not identified during design phase.
    - Overruns were applied to existing pay items in the amount of \$211,425.00 for a total change order impact of \$265,820.00.
- Change Order #5: \$32,187.00 (Approved)
  - Signalization: (- \$183,840.75)
    - Modifications to the traffic signal designs for the signal at Washington and at the signal at Northwest Loop were identified during TxDOT's final review which was completed after construction began.
  - Illumination: \$114,015.75
    - Addition of foundations, conduit, and pull boxes necessary to add street lighting in the medians along Harbin. Oncor to install poles and wiring.
  - Irrigation: \$102,012.00
    - Addition of conduit under pavement to allow for future irrigation line installation in the medians.
- Change Order #6: \$44,123.50 (Approved)
  - Adjustments that reflect the installation of concrete pavement with a monolithic curb (all one piece) instead of separate curb and gutter, resulting in a minor increase in the cost of additional concrete versus reduced labor and time for construction. Concrete paving within medians as identified in the construction plans.

- **Change Order #7: \$41,540.00 (Pending)**

- Installation of traffic signal controller and 4-signal head as identified in the construction plans. Subsurface utility investigation, additional conduit, and additional conductor lengths have been required due to existing conditions/conflicts found during construction. The proposed change order's primary cost (\$39,500 of the \$41,540) is for the Traffic Signal Controller, which was not included in the bid proposal schedule or addressed in the specifications, nor identified in the subsequent reviews by the design engineer.
  - Overruns were applied to existing pay items in the amount of \$7,178.75 for a total change order impact of \$48,718.75.

Additional Overruns: \$190,322

- Overruns to existing line items, in addition to those identified in the change order above, have been incorporated into the project including:
  - Removal and replacement of additional paving, curb and gutter, and sidewalk due the quantities identified for replacement in the plans and specifications being insufficient to perform the work.
  - Additional replacement and installation of water mains, service lines, and fire hydrants not originally identified during the design phase.
  - Field modifications due to existing conditions/conflicts found during construction.

### FISCAL IMPACT SUMMARY:

Below are tabulations of project costs.

	Total Amount	TSU Reimbursement	City Obligation
Original Contract	\$ 10,097,475	\$ 1,400,000	\$ 8,697,475
TSU MOU No. 2		\$ 200,000	
Approved Change Orders	\$ 701,694	\$ 534,397	\$ 167,297
Pending Change Orders	\$ 41,540		\$ 41,540
<b>Revised Contract</b>	<b>\$ 10,840,709</b>	<b>\$ 2,134,397</b>	<b>\$ 8,706,311</b>
Change Order Overruns	\$ 324,869		\$ 324,869
Additional Overruns	\$ 190,322	\$ 26,054	\$ 164,268
<b>Revised Total with Overruns</b>	<b>\$ 11,355,899</b>	<b>\$ 2,160,451</b>	<b>\$ 9,195,448</b>

The below table shows a summary of project costs.

Change Order	Change Order Amount	Amount Applied To Existing Pay Items	Total
No. 1 (Approved)	\$ 24,971		\$ 24,971
No. 2 (Approved)	\$ 11,620	\$ 106,265	\$ 117,885
No. 3 (Approved)	TSU \$ 534,397		\$ 534,397
No. 4 (Approved)	\$ 54,395	\$ 211,425	\$ 265,820
No. 5 (Approved)	\$ 32,187		\$ 32,187
No. 6 (Approved)	\$ 44,124		\$ 44,124
<b>Approved CO Subtotal</b>	<b>\$ 701,694</b>		<b>\$ 1,019,384</b>
No. 7 (Pending)	\$ 41,540	\$ 7,179	\$ 48,719
<b>Pending CO Subtotal</b>	<b>\$ 41,540</b>	<b>\$ 7,179</b>	<b>\$ 48,719</b>
Additional Overruns		\$ 190,322	\$ 190,322
<b>Total</b>	<b>\$ 743,234</b>	<b>\$ 515,191</b>	<b>\$ 1,258,425</b>

TSU agreed to cover university project costs of \$1.4 million, per Amendment #1 to the Memorandum of Understanding (MOU) executed 1/2/2022. The cost of Change Order #3, in the amount of \$534,397, plus \$200,000 for the original scope of work and \$50,000 in contingency, was authorized for reimbursement by TSU in a MOU Number 2 executed 1/3/2023.

The addition of the approved and pending change order amounts as well as the cost overruns to the original contract amount of \$10,097,475 yields a total contract amount of \$11,355,899 comprised of TSU's obligation of \$2,160,451 and the city's obligation of \$9,195,448. Original project funding was appropriated with \$8.5 million in FY21-22 bond proceeds. An additional \$807,000 was allocated from the FY21-22 and FY22-23 Annual Street Maintenance Programs to provide \$9.3 million to cover the cost of overruns for the project.

The \$9.3 million currently allocated for the city's portion of the project leaves a positive balance of approximately \$104,552 to address any additional unknowns encountered in the project.

Staff is also exploring options to incorporate brick patterns in the medians.

It is recommended that Change Order Number 7 be approved for a revised total contact amount of \$11,355,899.

**ATTACHMENTS:**

[Change Order #7](#)

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

CHANGE ORDER NO. 7 CHANGE ORDER DATE: \_\_\_\_\_

Change Order Description: Additional traffic signal revisions based on field conditions and oversights during design.  
 Make following additions/deletions or modifications to work described in the Contract Documents:

	Pay Item	Quantity Change	Unit	Unit Cost	Applied to Pay App	Cost
G-03	Conduit (PVC)(SCH 40)(4")(Bore)	50	LF	\$ 62.00	\$ 3,100.00	
G-09	Vehicle Signal Section LED (12")(Green Arrow)	1	EA	\$ 810.00	\$ 810.00	
G-11	Vehicle Signal Section LED (12")(Red Arrow)	1	EA	\$ 810.00	\$ 810.00	
G-13	Vehicle Signal Section LED (12")(Yellow Arrow)	2	EA	\$ 810.00	\$ 1,620.00	
G-18	Signal Cable (TY-A, 14 AWG)(2 CNDR)	35	LF	\$ 3.25	\$ 113.75	
G-20	Signal Cable (TY-A, 14 AWG)(16 CNDR)	50	LF	\$ 6.50	\$ 325.00	
CO-05	Backplates (12")(4 SEC)(Refl Border)(Vented)(Aluminum)	1	EA	\$ 400.00	\$ 400.00	
NEW	Furnish/Install Traffic Signal Controller	1	EA	\$ 39,500.00		\$ 39,500.00
NEW	Subsurface Utility Investigation for Signal	1	LS	\$ 2,040.00		\$ 2,040.00
<b>TOTAL COST APPLIED TO PAY APP:</b>					\$ 7,178.75	
<b>TOTAL COST CHANGE ORDER 7:</b>						<b>\$41,540.00</b>

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

**Contract Cost and/or Time Impacts:**

Original Contract Amount	\$10,097,474.50
Previously Approved Change Order Amount	\$701,693.79
Adjusted Contract Amount	\$10,799,168.29
Proposed Change Order Amount (this change order)	\$41,540.00
Revised Contract Amount	\$10,840,708.29
Previous Contract Time	660
Previous Substantial Completion Date	10-Nov-23
Previous Final Completion Date	9-Jan-24
Proposed Change in Contract Time (this change order)	
Revised Contract Time	660
Revised Substantial Completion Date	10-Nov-23
Revised Final Completion Date	9-Jan-24

**Recommended by:**

FREESE AND NICHOLS, INC.

By \_\_\_\_\_ Date \_\_\_\_\_

**Approved by:**

Jay Mills Contracting, Inc.

By \_\_\_\_\_ Date \_\_\_\_\_

**Approved by:**

City of Stephenville

By \_\_\_\_\_ Date \_\_\_\_\_

# DEVELOPMENT SERVICES COMMITTEE REPORT



**MEETING:** Development Services Committee Meeting – January 16, 2024

**Present:** P6 David Baskett, Chair; P1 LeeAnn; P2, Justin Haschke; P8 Mark McClinton

**Absent:** None

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen

## **AGENDA ITEM: Discussion of Mixed-Use Zoning Strategies**

Councilmember Baskett opened the meeting and invited staff to provide an overview of the topic. Steve Killen, Development Services Director, shared information regarding strategies used by the City of College Station, specifically in the area known as the Northgate District. The Committee provided input on the information provided and expressed interest in the City pursuing similar tactics.

No formal action was taken.

End of Report

# COMMITTEE REPORT



**REPORT TYPE:** Personnel Committee Report

**MEETING:** January 16, 2024

**Present:** Brandon Greenhaw, Justin Haschke, Maddie Smith, Mark McClinton

**Absent:** none

**DEPARTMENT:** Administration

**STAFF CONTACT:** Jason King, City Manager

## DISCUSS UPDATE OF SALARY SURVEY

**DISCUSSION:** The committee met on January 16, 2024, to discuss the update of the salary survey. Personnel Committee Chair Brandon Greenhaw will work with City Manager Jason King to build a Salary Survey Committee. The Salary Survey Committee will review the comparison cities and work to build the survey with a completed survey for Council to review at budget time for next fiscal year.

### COMMITTEE ACTION:

None at this time.

## CONSIDER STEPHENVILLE FIRE DEPARTMENT AND STEPHENVILLE POLICE DEPARTMENT INCENTIVE PROGRAMS

**DISCUSSION:** The committee met on January 16, 2024, to discuss incentive programs for the Stephenville Fire Department and Stephenville Police Department. Chief Dan Harris presented a goal incentive program for the Police Department and Chief Robert Isbell presented for the Fire Department. These programs are goals for Council to consider in future budget discussions.

City Manager Jason King presented a modified incentive program for the remainder of this budget cycle to be worked out with both departments if approved by Council.

**COMMITTEE ACTION:** MOTION by Justin Haschke, second by Mark McClinton, to recommend to full Council the addition of \$100,000.00 to the budget for this fiscal year to be allocated evenly to the Stephenville Fire Department and Stephenville Police Department through the incentive programs. MOTION CARRIED unanimously.



## COMMITTEE REPORT

**REPORT TYPE:** Public Health and Safety Committee Report

**MEETING:** February 6, 2024

**Present:** Bob Newby, Chair, LeAnn Durfey, Lonni Reisman, Maddie Smith

**Absent:**

**DEPARTMENT:** Police

**STAFF CONTACT:** Dan M. Harris, Jr.

### Agenda Item: Erath County Joint Dispatch Center Communications Manager Position

**Discussion:** Stephenville Police Department (SPD) Chief Dan M. Harris, Jr. presented the request to approve the creation of the City of Stephenville/Erath County Joint Dispatch Center Communications Manager Position and Salary.

On the 28<sup>th</sup> of August, 2023, the Interlocal Cooperation Agreement between Erath County and the City of Stephenville was signed creating the Erath County Joint Dispatch Center (ECJDC) and the ECJDC Board of Directors. The employees of the ECJDC will be employees of the Stephenville Police Department (SPD) with telecommunicators from Erath County Sheriff's Dept. transitioning to SPD and joining SPD telecommunicators. This necessitates the creation of a new position known as the ECJDC Communications Manager. This person will lead, direct, and supervise all operations of the ECJDC. A new position description has been created along with the addition to the salary step plan for the City of Stephenville.





## STAFF REPORT

**SUBJECT:** Erath County Joint Dispatch Center Communications Manager Position

**DEPARTMENT:** Police

**STAFF CONTACT:** Dan M. Harris, Jr.

### RECOMMENDATION:

Approve the creation of the City of Stephenville/Erath County Joint Dispatch Center Communications Manager Position and Salary.

### BACKGROUND:

On the 28<sup>th</sup> of August, 2023, an Interlocal Cooperation Agreement between Erath County and the City of Stephenville was signed creating the Erath County Joint Dispatch Center (ECJDC) and the ECJDC Board of Directors. The employees of the ECJDC will be employees of the Stephenville Police Department (SPD) with telecommunicators from Erath County Sheriff's Dept. transitioning to SPD employees and joining SPD telecommunicators. This necessitates the creation of a new position known as the ECJDC Communications Manager. This person will lead, direct, and supervise all operations of the ECJDC. A new position description has been created along with the addition to the salary step plan for the City of Stephenville.

### FISCAL IMPACT SUMMARY:

The salary and benefits are divided equally between Erath County and the City of Stephenville. In addition, other participating agencies will provide annual monetary support for services provided.

### ALTERNATIVES

N/A

City of Stephenville  
Pay Plan 2023-2024

All Positions

Position	Rate Method	Dept	Exempt Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Records Clerk	Salary		701 Non-Exempt 8-5	\$ 29,744	\$ 30,547	\$ 31,372	\$ 32,220	\$ 33,090	\$ 33,983	\$ 34,901	\$ 35,844	\$ 36,812	\$ 37,806	\$ 38,827	\$ 39,875	\$ 40,952	\$ 42,058	\$ 43,194
Records Clerk	Hourly		701 Non-Exempt 8-5	\$ 14.30	\$ 14.69	\$ 15.08	\$ 15.49	\$ 15.91	\$ 16.34	\$ 16.78	\$ 17.23	\$ 17.70	\$ 18.18	\$ 18.67	\$ 19.17	\$ 19.69	\$ 20.22	\$ 20.77
Animal Control Officer	Salary		701 Non-Exempt 12/10 Shift	\$ 30,230	\$ 31,039	\$ 31,870	\$ 32,723	\$ 33,599	\$ 34,498	\$ 35,422	\$ 36,370	\$ 37,343	\$ 38,343	\$ 39,369	\$ 40,423	\$ 41,505	\$ 42,616	\$ 43,757
Animal Control Officer	Hourly		701 Non-Exempt 12/10 Shift	\$ 14.53	\$ 14.92	\$ 15.32	\$ 15.73	\$ 16.15	\$ 16.59	\$ 17.03	\$ 17.49	\$ 17.95	\$ 18.43	\$ 18.93	\$ 19.43	\$ 19.95	\$ 20.49	\$ 21.04
Dispatcher	Salary		701 Non-Exempt 12 Hour Shift	\$ 34,860	\$ 37,749	\$ 39,456	\$ 41,240	\$ 43,106	\$ 45,055	\$ 47,092	\$ 49,222	\$ 51,448	\$ 51,905					
Dispatcher	Hourly		701 Non-Exempt 12 Hour Shift	\$ 16.76	\$ 18.15	\$ 18.97	\$ 19.83	\$ 20.72	\$ 21.66	\$ 22.64	\$ 23.66	\$ 24.73	\$ 24.95					
Crime Scene/Property Tech	Salary		701 Non-Exempt 8-5	\$ 35,679	\$ 36,543	\$ 37,427	\$ 38,333	\$ 39,261	\$ 40,212	\$ 41,185	\$ 42,182	\$ 43,203	\$ 44,249	\$ 45,321	\$ 46,418	\$ 47,541	\$ 48,692	\$ 49,871
Crime Scene/Property Tech	Hourly		701 Non-Exempt 8-5	\$ 17.15	\$ 17.57	\$ 17.99	\$ 18.43	\$ 18.88	\$ 19.33	\$ 19.80	\$ 20.28	\$ 20.77	\$ 21.27	\$ 21.79	\$ 22.32	\$ 22.86	\$ 23.41	\$ 23.98
Dispatch Supervisor	Salary		701 Non-Exempt 12 Hour Shift	\$ 42,892	\$ 43,959	\$ 45,053	\$ 46,173	\$ 47,322	\$ 48,499	\$ 49,706	\$ 50,942	\$ 52,210	\$ 53,509	\$ 54,840	\$ 56,204	\$ 57,602	\$ 59,035	\$ 60,504
Dispatch Supervisor	Hourly		701 Non-Exempt 12 Hour Shift	\$ 20.62	\$ 21.13	\$ 21.66	\$ 22.20	\$ 22.75	\$ 23.32	\$ 23.90	\$ 24.49	\$ 25.10	\$ 25.73	\$ 26.37	\$ 27.02	\$ 27.69	\$ 28.38	\$ 29.09
Police Cadet	Salary		701 Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 43,947														
Police Cadet	Hourly		701 Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 21.13														
Police Officer/Investigator	Salary		701 Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 48,830	\$ 52,174	\$ 53,931	\$ 55,747	\$ 57,625	\$ 59,566	\$ 61,572	\$ 63,645	\$ 65,789	\$ 68,005					
Police Officer/Investigator	Hourly		701 Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 23.48	\$ 25.08	\$ 25.93	\$ 26.80	\$ 27.70	\$ 28.64	\$ 29.60	\$ 30.60	\$ 31.63	\$ 32.69					
Police Sergeant	Salary		701 Non-Exempt 8-5 80/14 Day Cycle 12 Hour Shift	\$ 63,748	\$ 64,909	\$ 66,091	\$ 67,295	\$ 68,521	\$ 69,769	\$ 71,040	\$ 72,334	\$ 73,651	\$ 74,993					
Police Sergeant	Hourly		701 Non-Exempt 8-5 80/14 Day Cycle 12 Hour Shift	\$ 30.65	\$ 31.21	\$ 31.77	\$ 32.35	\$ 32.94	\$ 33.54	\$ 34.15	\$ 34.78	\$ 35.41	\$ 36.05					
Police Lieutenant	Salary		701 Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 71,606	\$ 72,416	\$ 73,235	\$ 74,063	\$ 74,901	\$ 75,748	\$ 76,604	\$ 77,471	\$ 78,347	\$ 79,233					
Police Lieutenant	Hourly		701 Non-Exempt 80/14 Day Cycle 12 Hour Shift	\$ 34.43	\$ 34.82	\$ 35.21	\$ 35.61	\$ 36.01	\$ 36.42	\$ 36.83	\$ 37.25	\$ 37.67	\$ 38.09					
Police Captain	Salary		701 Exempt	\$ 78,823	\$ 80,457	\$ 82,125	\$ 83,827	\$ 85,565	\$ 87,339	\$ 89,149	\$ 90,997	\$ 92,884	\$ 94,809					
Police Captain	Hourly		701 Exempt	\$ 37.90	\$ 38.68	\$ 39.48	\$ 40.30	\$ 41.14	\$ 41.99	\$ 42.86	\$ 43.75	\$ 44.66	\$ 45.58					
Police Chief	Salary		701 Exempt	\$ 86,089	\$ 88,670	\$ 91,328	\$ 94,066	\$ 96,886	\$ 99,790	\$ 102,782	\$ 105,863	\$ 109,037	\$ 112,305	\$ 115,672	\$ 119,140	\$ 122,711	\$ 126,390	\$ 130,179
Police Chief	Hourly		701 Exempt	\$ 41.39	\$ 42.63	\$ 43.91	\$ 45.22	\$ 46.58	\$ 47.98	\$ 49.41	\$ 50.90	\$ 52.42	\$ 53.99	\$ 55.61	\$ 57.28	\$ 59.00	\$ 60.76	\$ 62.59
Communications Manager	Salary		701 Exempt	\$ 65,000	\$ 66,435	\$ 67,912	\$ 69,430	\$ 70,970	\$ 72,550	\$ 74,173	\$ 75,816	\$ 77,501	\$ 79,233					
Communications Manager	Hourly		701 Exempt	\$ 31.25	\$ 31.94	\$ 32.65	\$ 33.38	\$ 34.12	\$ 34.88	\$ 35.66	\$ 36.45	\$ 37.26	\$ 38.09					

<b>Job Title:</b>	Erath County Joint Dispatch Center Communications Manager	<b>FLSA Classification:</b>	Exempt
<b>Department:</b>	Police Department	<b>Salary:</b>	\$ - 31.25 Hourly \$ - 65,000.00 - 79,233.00 Annually
<b>Reports To:</b>	Chief of Police (Through Chain of Command)		

**Job Summary:**

Primary duties consist of managing the activities of all communications personnel, supervising the operation of communications consoles, teletype network and computer systems, along with the input of dispatch related information. This person is the Terminal Agency Coordinator (TAC) with Texas DPS and ensures that all validations entered into TCIC/NCIC are correct and valid. Supervises Texas DPS audits for their communications systems. Manages Omnix and TLETS training for Communications and police personnel. Provides timely and accurate transmittal of information and messages received regarding police operations and public information. Duties include extensive contacts with law enforcement officers, first responders, municipalities, and the general public in Erath County. This position has a tremendous amount of responsibility, including all 911 and emergency services for all of Erath County leading the Erath County Joint Dispatch Center. This person must be able to act and react in a safe, efficient manner for the protection of life and property.

**Typical Duties:** The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Lead, direct and supervise all operations of the Erath County Joint Dispatch Center (ECJDC).
- Supervise communications supervisor(s) and communications personnel including setting work schedules, vacation leave and holiday leave.
- Recommend to the Chief of Police the hiring, recognition and discipline of communications employees.
- Scheduling training schools for all communication personnel.
- Ensure compliance and coordinate with DPS-Austin in telecommunication compliance procedures.
- Check communications personnel computer entries in the local databases and TCIC/NCIC entries.
- Operate two-way communication equipment, coordinate by radio with local police units, other law enforcement agencies, other departments of the city and businesses providing emergency services.
- Meet, present, and assist the public with the education and mission of the ECJDC.
- Provide law enforcement officers with current information through inquiry capability into multiple agency’s history files, outstanding warrants file and known offenders file, as authorized.
- Maintain logs for all required forms for entry into multiple agency Record Management System (RMS) and National Crime Information Center (NCIC).
- Serve as the primary liaison between all law enforcement, fire, and EMS agencies in Erath County.

- Prepare an annual budget of the ECJDC and PSAP for presentation to the ECJDC Board of Directors.

**Minimum Qualifications:**

- Must be a United States Citizen.
- Must possess a valid Texas driver's license and maintain a satisfactory driving record.
- High school diploma or GED.
- Preferred experience includes ten (10) years of communications operator experience and five (5) years of communications supervisory experience.
- Consideration will be given to equivalent licensing, education, training, certifications and experience.
- A licensed Notary Public or the ability to obtain a Notary Public License.
- Required knowledge of records management system, principles and standards.
- Required knowledge of basic bookkeeping and accounting principles.
- Required skill in providing exceptional customer service.
- Skilled in modern office procedures, methods and equipment including computers, printers, calculators, and other office equipment.
- Computer proficiency in use of Microsoft Office and Microsoft Teams, including Word, Excel, Outlook applications, and Adobe.
- The ability to communicate, understand and follow written and oral instructions.
- The ability to communicate (read, write and speak) effectively in the English language with proper spelling, grammar, and punctuation.
- The ability to prepare clear and accurate correspondence (including emails), documents, and reports.
- The ability to prioritize and organize various assignments in order to produce efficient results.
- The ability to search files, records, and available databases quickly and accurately.
- The ability to establish & maintain cooperative working relationships with all contacted in the course of work.
- Required skill in providing exceptional leadership skills with tactful and appropriate responses to inquiries from employees, the public, and other departments or agencies, including, but not limited to city and county departments, state, and federal agencies as well as private companies.
- Required skill in planning, scheduling, and coordinating meetings, events, and departmental functions.

**Work Environment:**

Majority of work is performed in an office environment and may be subject to ordinary risks typically found in an office environment. Some tasks are routinely performed without exposure to adverse environmental conditions; however, some tasks are performed with dust or pollen, heat/cold or extreme weather conditions. The noise level in the work environment is usually quiet to moderate. The communications manager (ECJDC CM) will be expected to work Monday thru Friday with typical office hours. The ECJDC CM will also be expected to maintain communications among all dispatching shifts.

**Physical Requirements:**

The position requires the ability to stand, push, pull, squat, kneel, twist reach, crouch, climb and stoop when assisting others or working alone. This person must be able to sit or stand for long periods during the day-to-day functions. This position also requires repetitive hand movement in using computer keyboard and phones. Must be able to lift and carry up to twenty-five (25) pounds of supplies or working materials. Due to the nature of law enforcement and emergency work, the ECJDC CM may undergo high stress in ensuring that all kinds of situations are handled efficiently and accurate decisions in transmitting information are made accurately.

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**NOTE: The above statements are intended to describe the general nature and level of work being performed by the person assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, skills, and physical demands required.**

By signing this form, you acknowledge that you can perform the essential duties and functions of this position with or without accommodation.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Signed)

\_\_\_\_\_  
Date

If accommodations are required to perform the essential duties and functions of this position listed above, please list the necessary accommodations below:



# STAFF REPORT

**SUBJECT:** Monthly Budget Report for the Period Ending December 31, 2023

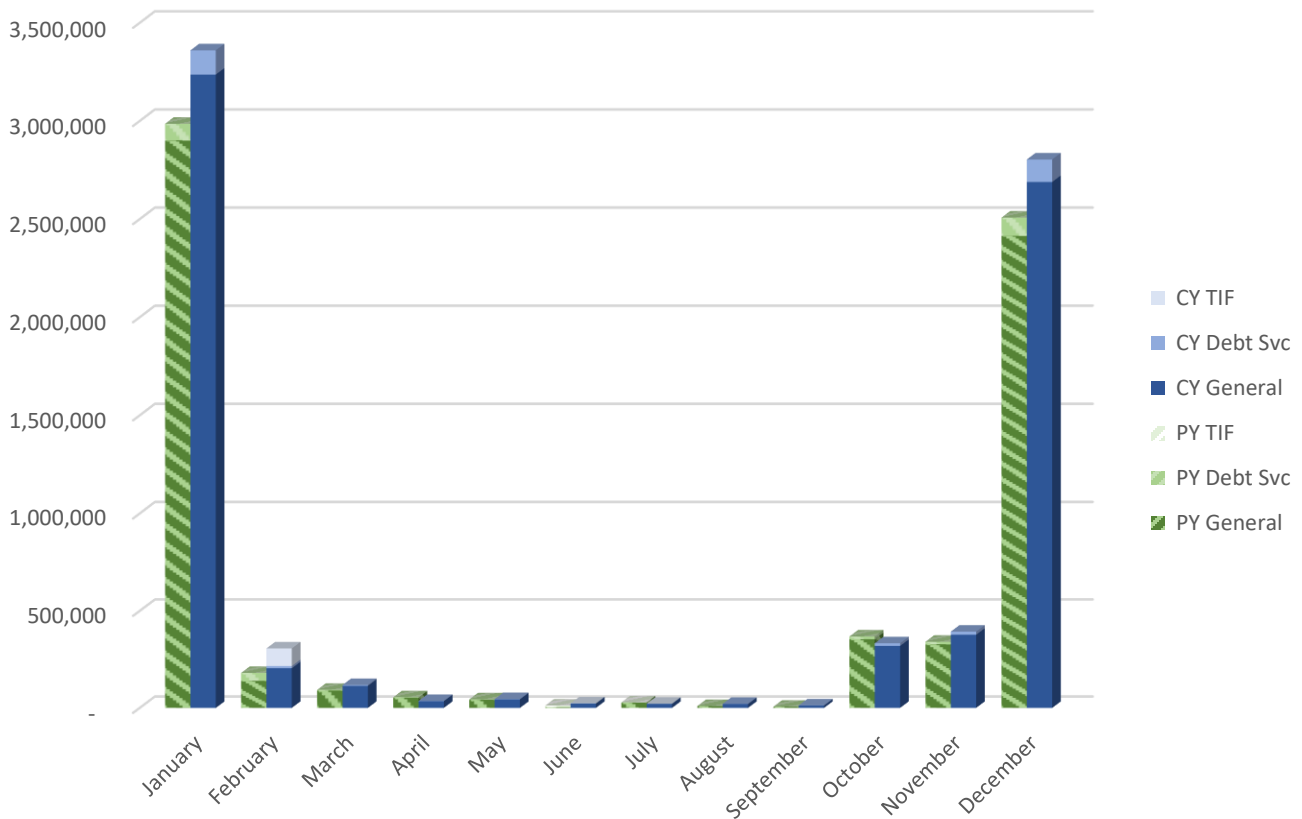
**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

## BACKGROUND:

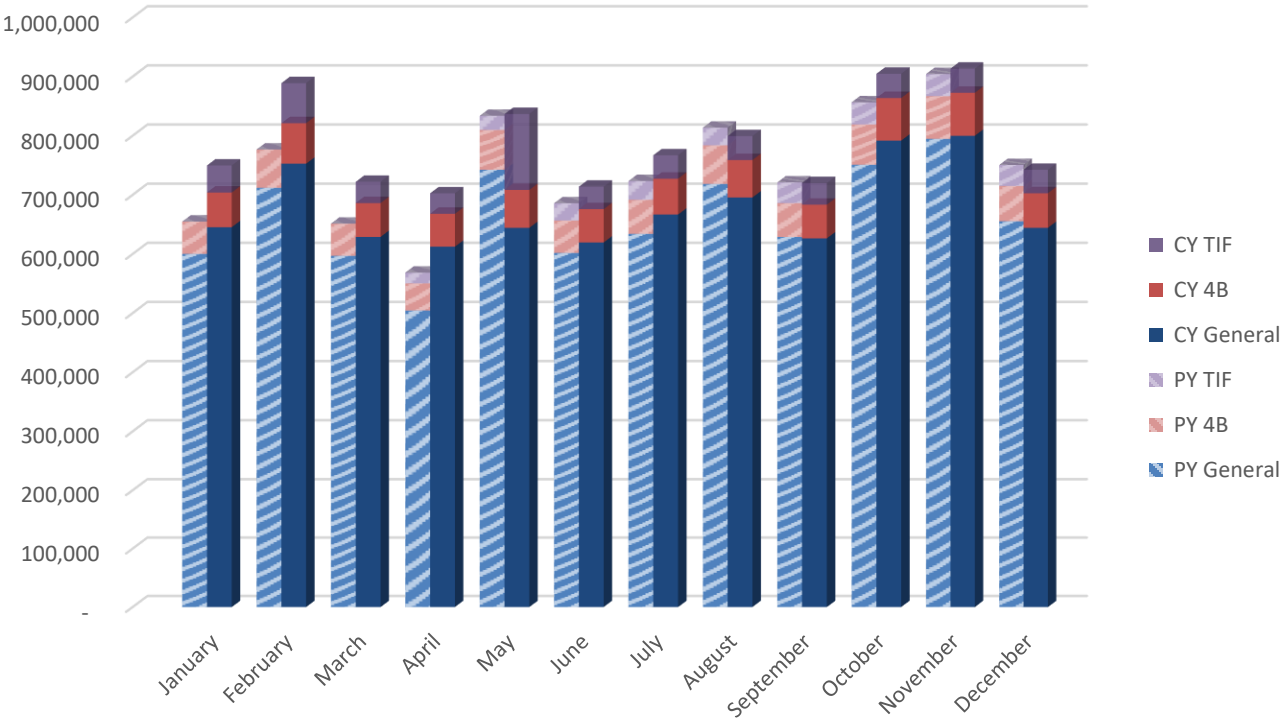
In reviewing the financial statements ending December 31, 2023, the financial indicators are overall as or better than anticipated.

Property Tax Collections  
2 year 12 month rolling comparison

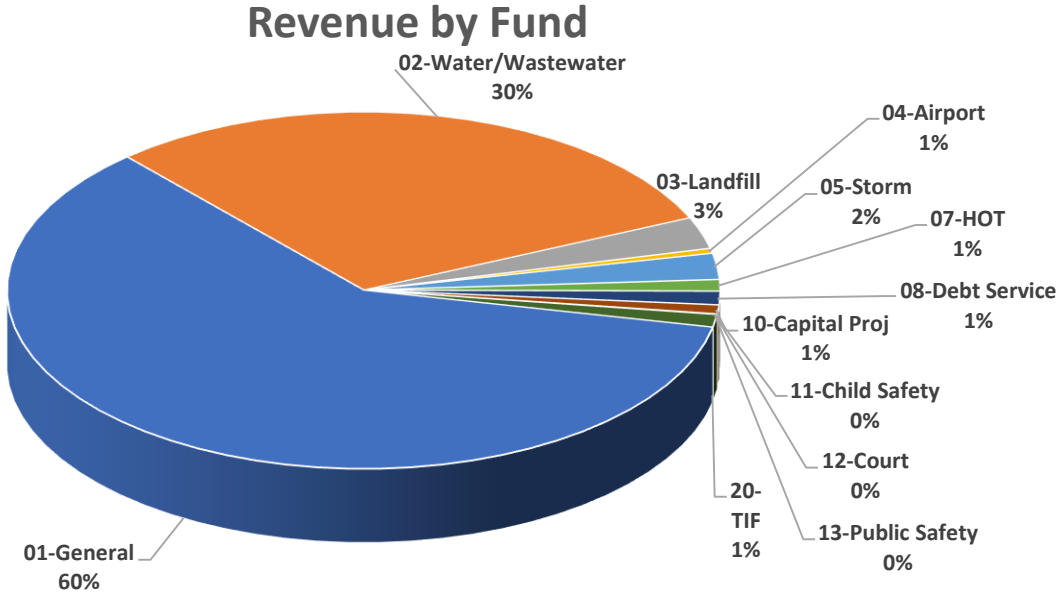


We received \$2.8 million in property taxes in the month of December, resulting in a \$313K increase over the funds collected last fiscal year to date. The amount collected is 48% of the \$7.3 million budget, which is \$72K less than anticipated.

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

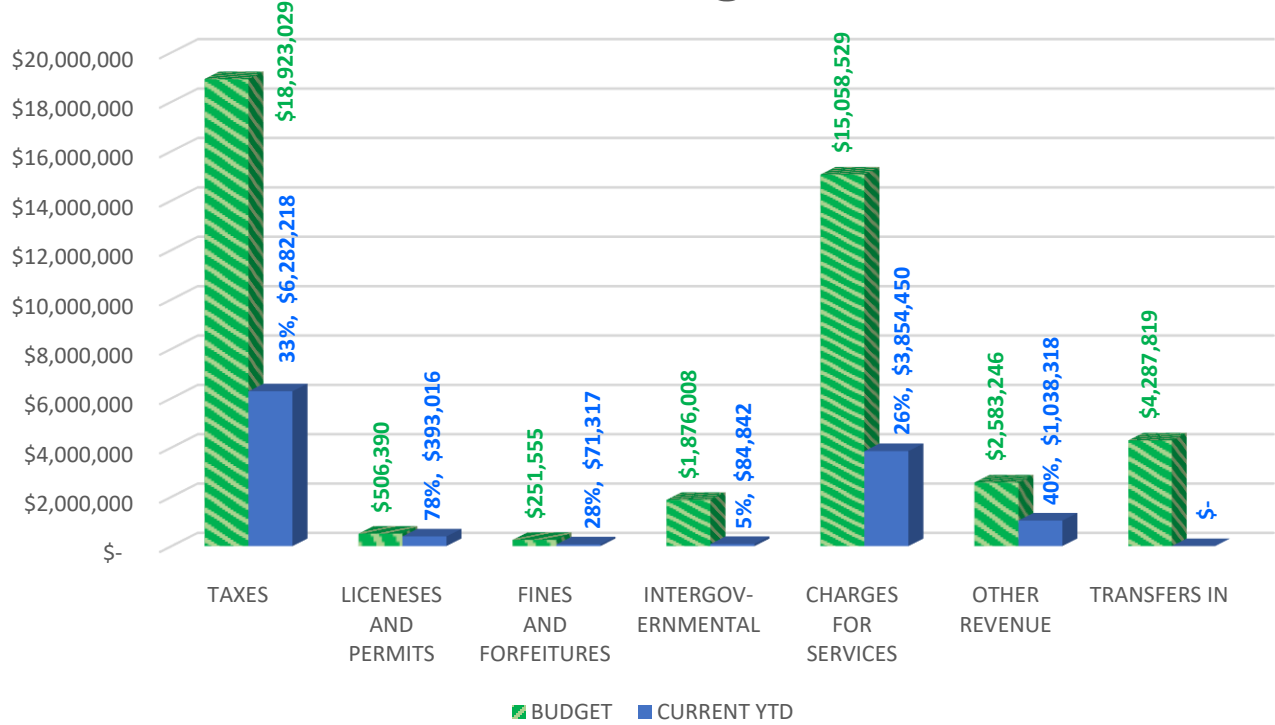


We received \$742K in sales tax in December, resulting in \$49K or 2% more than the funds collected last fiscal year to date. The amount collected is 27% of the \$9.4 million budget, which is \$235K higher than anticipated.



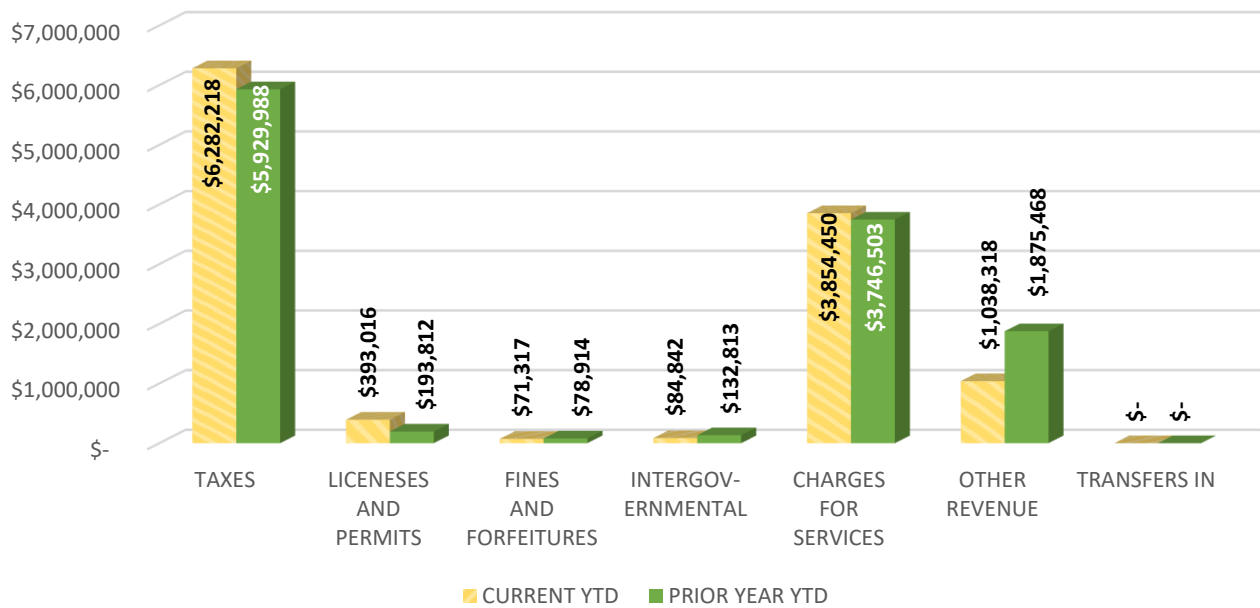
Of the \$11.7 million revenue received to date, 60% was received in the General Fund, 30% was received in the Water/Wastewater Fund and 3% was received in the Landfill Fund.

## Revenue - Budget vs Actual



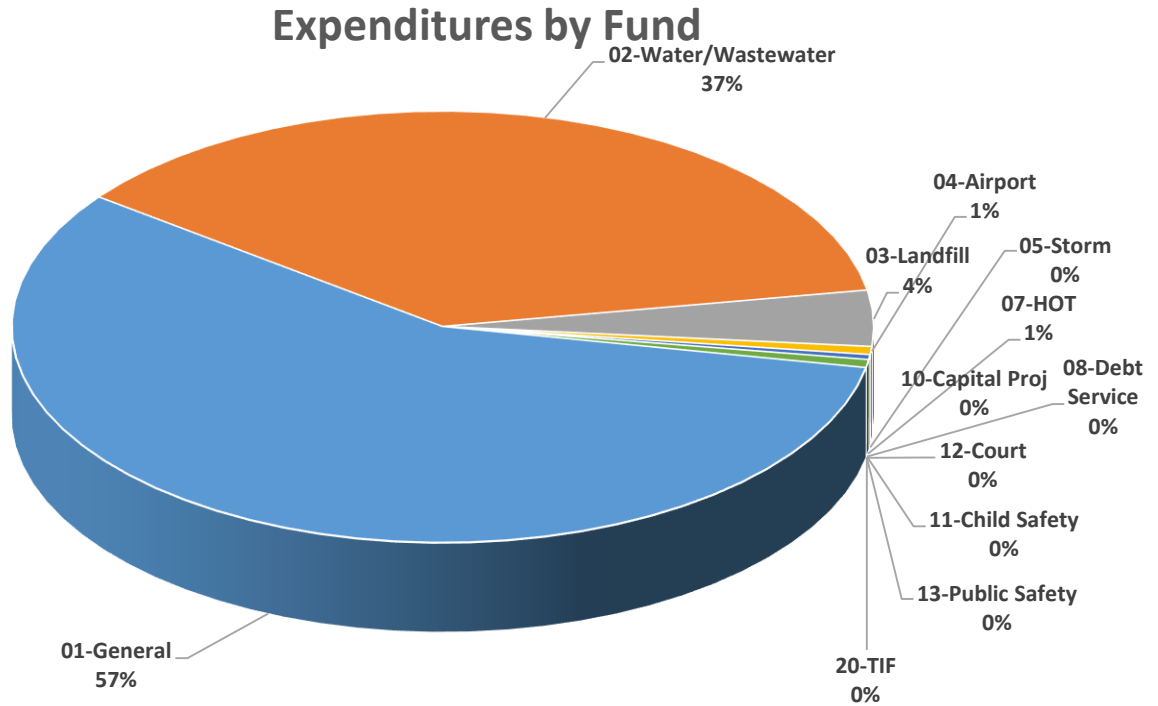
We received 30% of the total budgeted revenues through December, which is \$1.5 million more than anticipated due to taxes, building permits, charges for services, investment income, and debt proceeds.

## Revenue - Prior Year Comparison



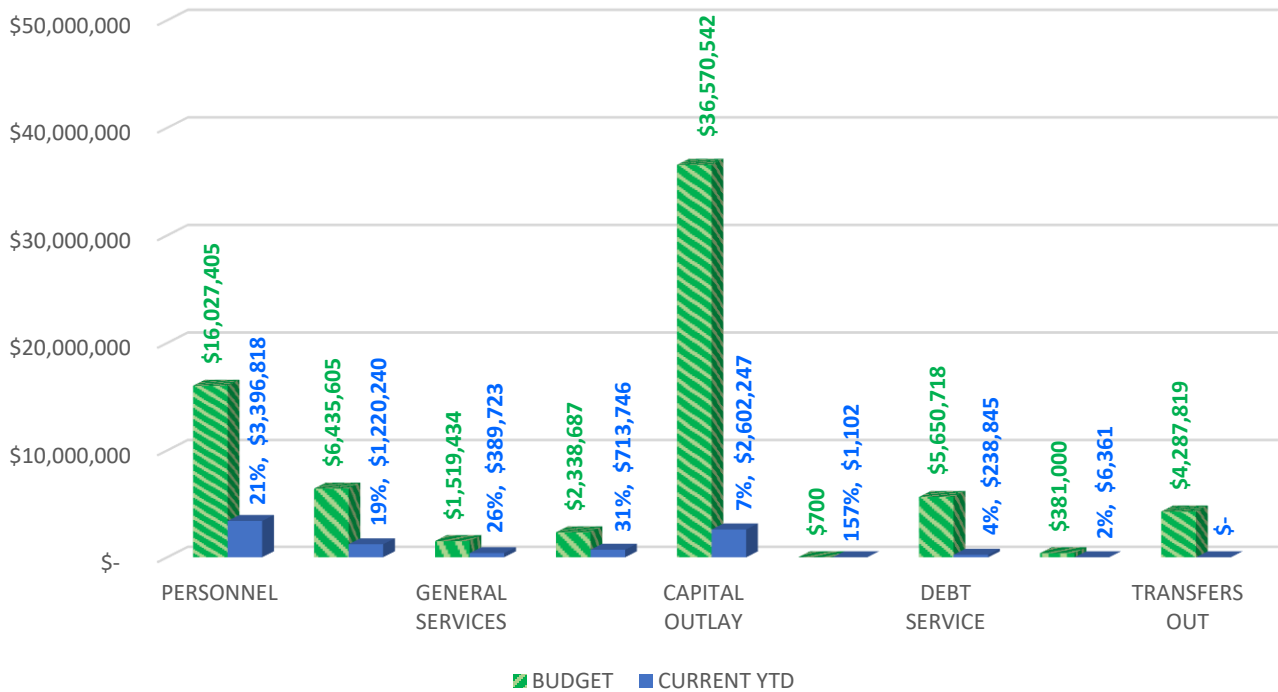
We received \$233K less revenue through December than last fiscal year to date due to debt proceeds.





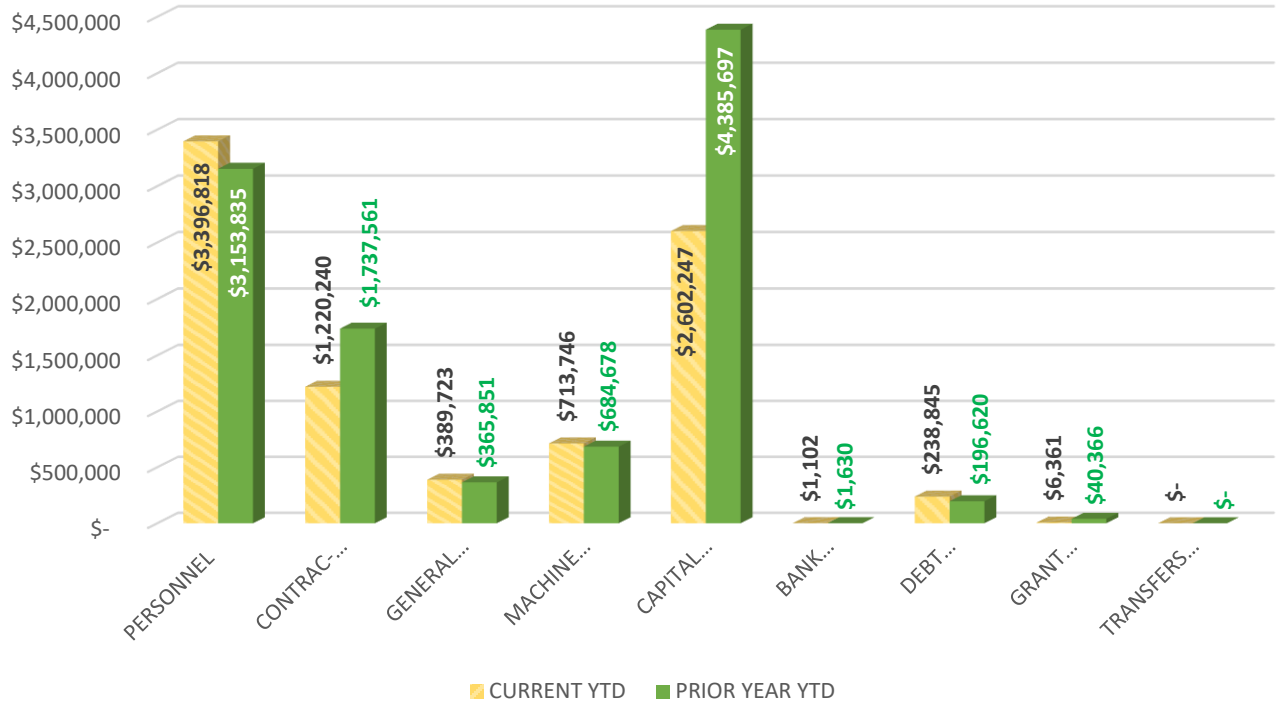
Of the \$8.6 million spent to date, 57% was expended in the General Fund, 37% was expended in the Water/Wastewater Fund, and 4% was expended in the Landfill Fund.

### Expenditures - Budget vs Actual



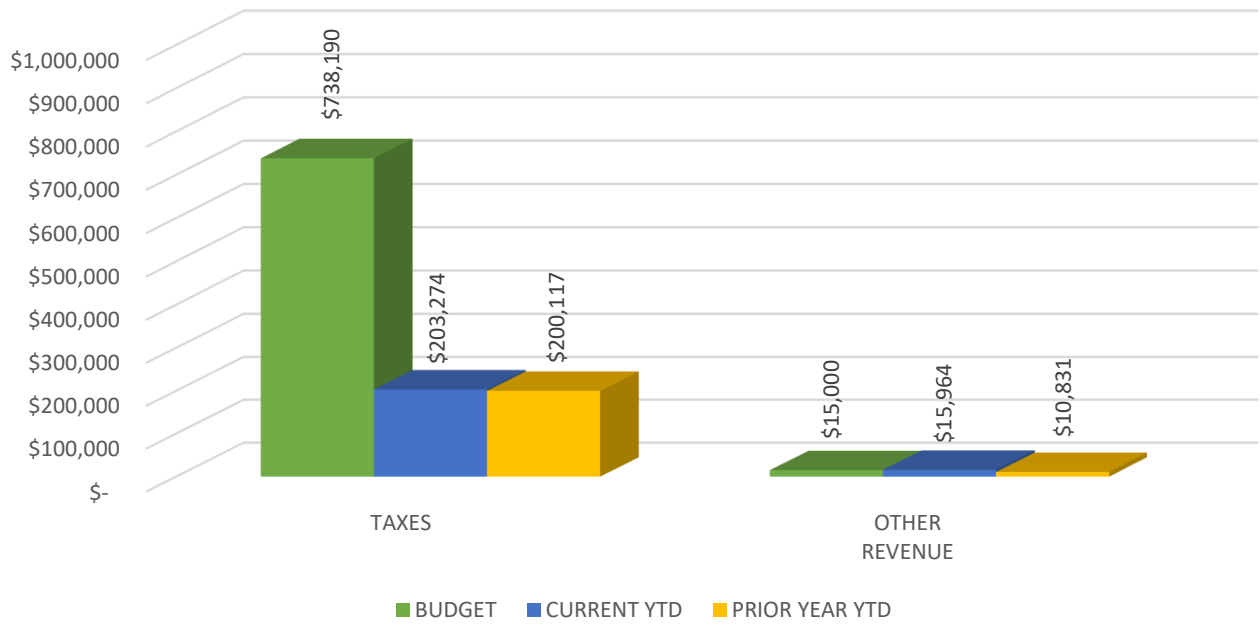
We have expended 12% of the total budgeted expenditures through December, which is \$7.5 million less than anticipated due to personnel, contractual and capital outlay.

### Expenditures - Prior Year Comparison



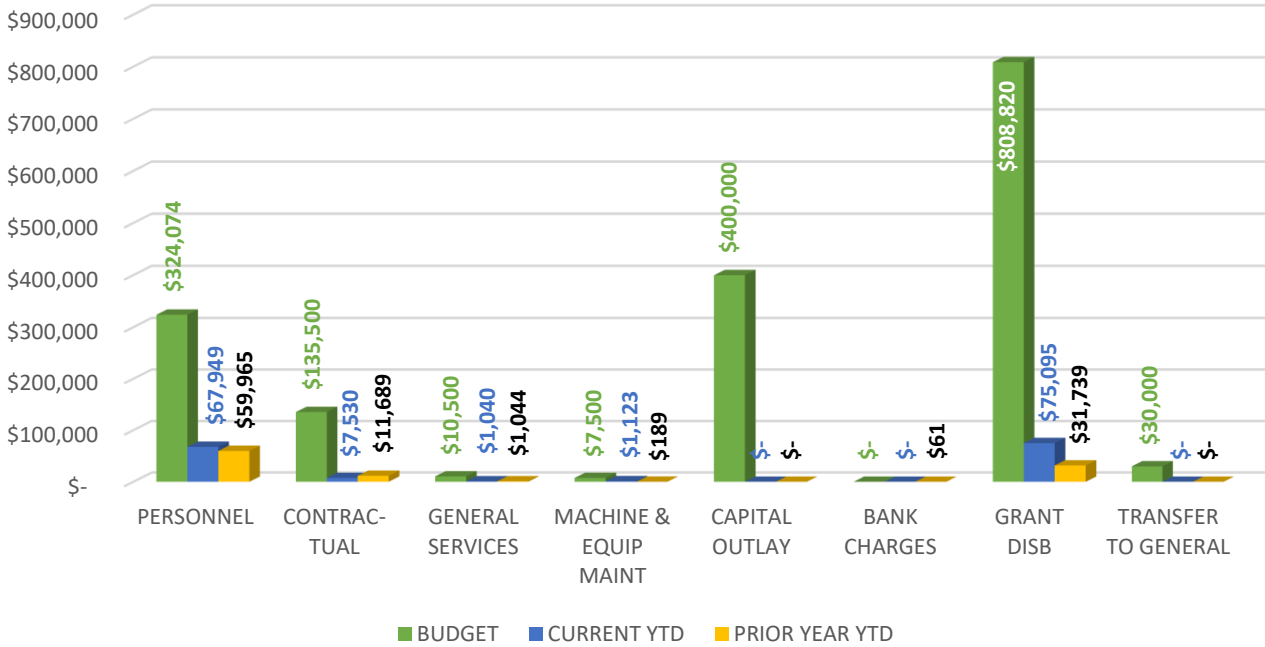
We spent \$2 million less in expenditures through December than last fiscal year to date due to contractual expenditures and capital outlay.

### SEDA Revenue Comparison



SEDA has received an overall 29% of budgeted revenue through December, which is \$8K more than last fiscal year to date and \$36K more than anticipated due to taxes and interest income.

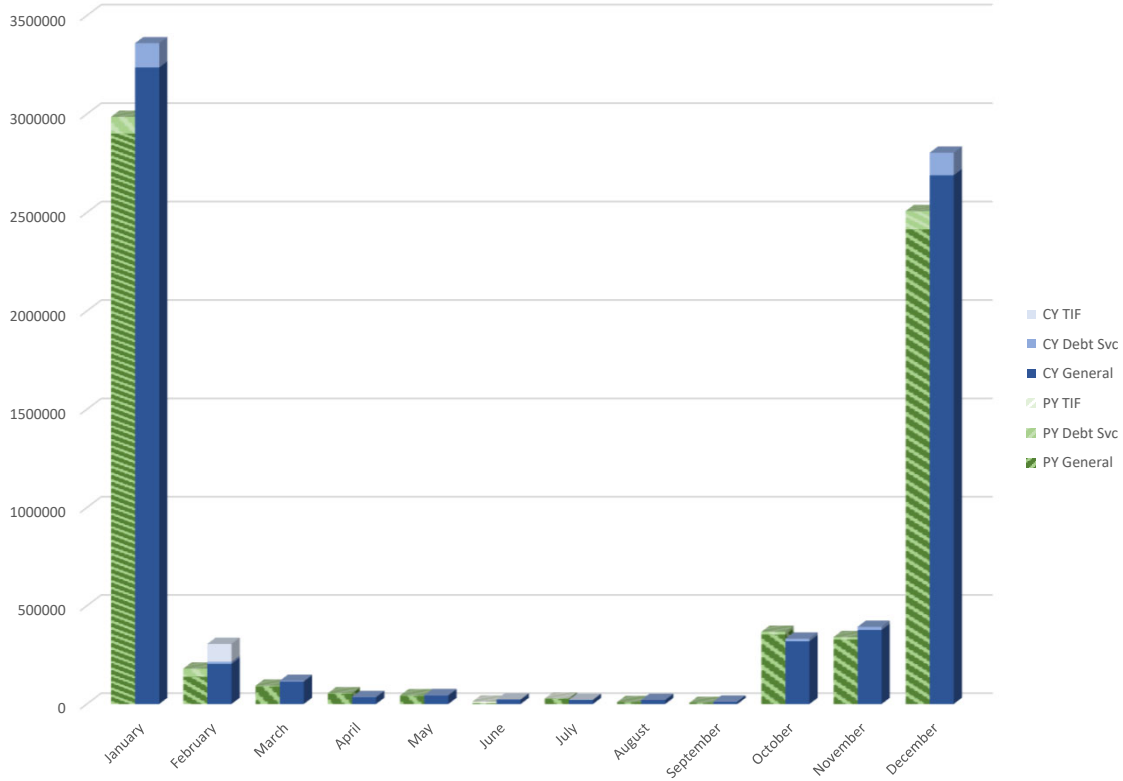
### SEDA Expenditure Comparison



SEDA has spent an overall 9% of budgeted expenditures through December, which is \$48K more than last fiscal year to date due to personnel and grant disbursements and \$259K less than anticipated due to contractual, capital outlay and grant disbursements.



Property Tax Collections  
2 year 12 month rolling comparison



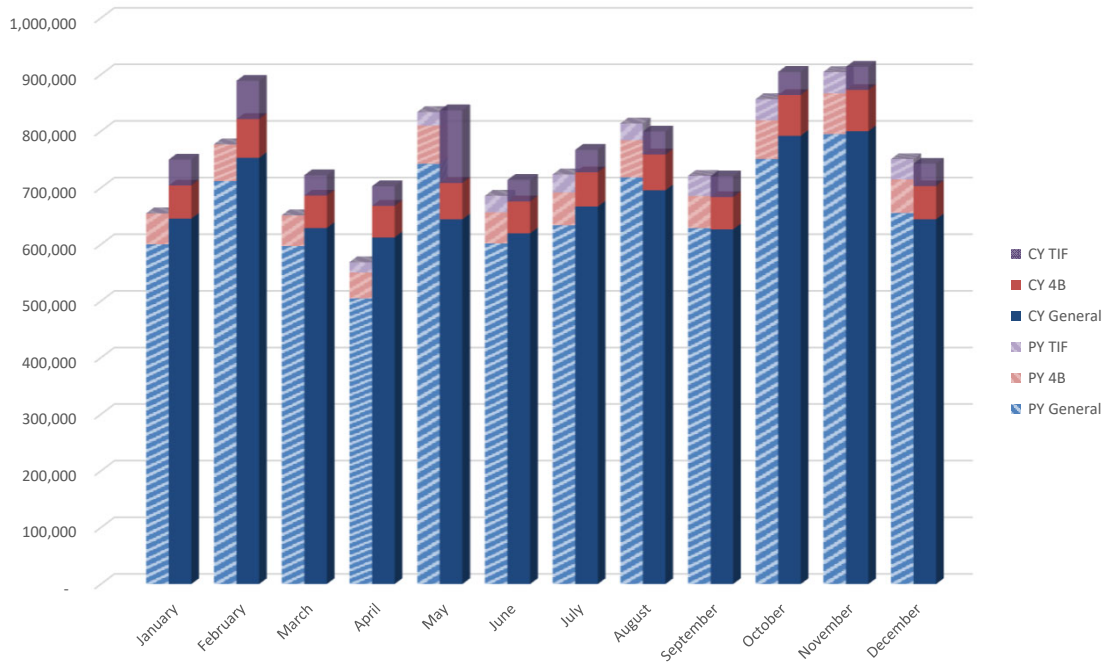
Month	General Fund	Debt Svc	TIF	Total	Month	General Fund	Debt Svc	TIF	Total
Jan-22	2,900,794	84,898	-	2,985,692	Jan-23	3,236,094	123,719	-	3,359,813
Feb-22	139,716	40,485	-	180,201	Feb-23	204,376	11,299	90,511	306,185
Mar-22	89,653	3,698	-	93,351	Mar-23	113,674	4,365	-	118,039
Apr-22	52,666	2,172	-	54,838	Apr-23	34,588	1,329	-	35,917
May-22	42,164	1,926	-	44,090	May-23	43,776	1,691	-	45,467
Jun-22	3,566	652	7,969	12,187	Jun-23	22,298	864	-	23,162
Jul-22	27,022	1,193	-	28,214	Jul-23	20,824	789	-	21,613
Aug-22	8,974	521	-	9,495	Aug-23	20,172	782	-	20,954
Sep-22	5,893	71	-	5,964	Sep-23	12,245	475	-	12,720
Oct-22	353,997	13,810	-	367,806	Oct-23	319,330	13,573	-	332,903
Nov-22	328,095	12,581	-	340,676	Nov-23	376,834	16,009	-	392,843
Dec-22	2,414,751	92,491	-	2,507,242	Dec-23	2,689,123	114,387	-	2,803,510
12 month total				<u>6,629,756</u>	12 month total				<u>7,473,126</u>
Oct-Dec 2022				<u>3,215,724</u>	Oct-Dec 2023				<u>3,529,255</u>
FY 2022-2023 Total				7,159,594	FY 2023-2024 Budget				7,329,505

Collection to date as percentage of fiscal year total 44.91%

Collection to date as percentage of fiscal year budget 48.15%



Sales and Use Tax  
2 year 12 month rolling comparison



Month	General	4B	TIF	Total	Month	General	4B	TIF	Total	% Change +/-
Jan-22	600,295	54,572	-	654,868	Jan-23	645,364	58,669	45,703	749,737	14.49%
Feb-22	712,030	64,730	-	776,760	Feb-23	752,799	68,436	67,794	889,029	14.45%
Mar-22	597,069	54,279	-	651,348	Mar-23	628,988	57,181	35,931	722,100	10.86%
Apr-22	504,572	45,870	18,078	568,520	Apr-23	612,376	55,671	34,659	702,706	23.60%
May-22	742,430	67,494	23,768	833,692	May-23	644,203	64,276	128,365	836,844	0.38%
Jun-22	601,902	54,718	29,243	685,863	Jun-23	619,536	56,321	38,026	713,883	4.09%
Jul-22	634,088	57,644	31,769	723,501	Jul-23	666,728	60,612	39,634	766,973	6.01%
Aug-22	718,562	65,324	29,738	813,623	Aug-23	695,586	63,235	40,619	799,440	-1.74%
Sep-22	628,870	57,170	35,054	721,094	Sep-23	626,485	56,953	36,556	719,994	-0.15%
Oct-22	750,926	68,266	37,363	856,555	Oct-23	791,837	71,985	40,998	904,820	5.63%
Nov-22	794,878	72,262	37,299	904,439	Nov-23	799,930	72,721	40,912	913,564	1.01%
Dec-22	655,484	59,589	35,438	750,511	Dec-23	644,243	58,568	39,651	742,461	-1.07%
12 month total				<u>8,940,774</u>	12 month total				<u>9,461,549</u>	5.82%
Oct-Dec 2022				<u>2,511,504</u>	Oct-Dec 2023				<u>2,560,844</u>	1.96%
FY 2022-2023 Total				9,412,210	FY 2023-2024 Budget				9,413,312	
Collection to date as percentage of fiscal year total				26.68%	Collection to date as percentage of fiscal year budget				27.20%	



City of Stephenville

Item 29.  
**Budget Variance Report**  
 As Of: 12/31/2023

**Fund: 01 - GENERAL FUND**

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
TAXES	3,430,615.86	3,142,945.64	287,670.22	5,912,006.25	5,641,804.75	270,201.50	35	17,077,099.00	(11,165,092.75)	65
LICENSES AND PERMITS	316,074.73	31,109.69	284,965.04	378,601.43	71,498.43	307,103.00	79	476,890.00	(98,288.57)	21
FINES AND FORFEITURES	(1,102.81)	4,829.10	(5,931.91)	66,808.59	57,220.05	9,588.54	28	237,640.00	(170,831.41)	72
INTERGOVERNMENTAL	15,243.12	300.00	14,943.12	84,842.43	50,900.00	33,942.43	10	862,674.00	(777,831.57)	90
CHARGES FOR SERVICES	70,229.19	74,418.44	(4,189.25)	148,796.92	245,729.69	(96,932.77)	11	1,342,520.00	(1,193,723.08)	89
OTHER REVENUE	207,387.35	1,566.65	205,820.70	456,007.08	3,801.00	452,206.08	84	545,631.00	(89,623.92)	16
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	1,876,004.00	(1,876,004.00)	100
<b>TOTAL REVENUE</b>	<b>4,038,447.44</b>	<b>3,255,169.52</b>	<b>783,277.92</b>	<b>7,047,062.70</b>	<b>6,070,953.92</b>	<b>976,108.78</b>	<b>31</b>	<b>22,418,458.00</b>	<b>(15,371,395.30)</b>	<b>69</b>
<b>EXPENSE SUMMARY</b>										
CITY COUNCIL	24,063.46	68,480.23	44,416.77	83,248.36	214,613.68	131,365.32	10	840,849.00	(757,600.64)	90
CITY MANAGER	33,125.86	35,669.17	2,543.31	92,093.17	98,198.04	6,104.87	22	427,703.00	(335,609.83)	78
CITY SECRETARY	14,169.08	18,148.07	3,978.99	64,292.76	51,616.19	(12,676.57)	29	222,236.00	(157,943.24)	71
EMERGENCY MANAGEMENT	57.39	749.20	691.81	12,871.87	14,386.05	1,514.18	66	19,380.00	(6,508.13)	34
MUNICIPAL BUILDING	31,679.18	11,033.26	(20,645.92)	64,182.86	36,440.22	(27,742.64)	47	136,467.00	(72,284.14)	53
MUNICIPAL SERVICES CTR	7,501.48	9,765.56	2,264.08	52,793.32	32,429.64	(20,363.68)	43	121,833.00	(69,039.68)	57
HUMAN RESOURCES	20,107.36	23,516.98	3,409.62	46,286.79	67,933.59	21,646.80	16	281,501.00	(235,214.21)	84
DOWNTOWN	10,670.85	16,706.02	6,035.17	42,099.63	47,518.20	5,418.57	21	199,652.00	(157,552.37)	79
FINANCE	57,706.30	69,042.01	11,335.71	150,097.91	193,687.15	43,589.24	18	826,796.00	(676,698.09)	82
INFORMATION TECHNOLOGY	50,789.61	40,178.60	(10,611.01)	146,892.50	115,439.78	(31,452.72)	31	481,574.00	(334,681.50)	69
TAX	2,449.60	51,365.80	48,916.20	50,485.04	104,022.14	53,537.10	25	204,490.00	(154,004.96)	75
LEGAL COUNSEL	9,466.32	12,050.78	2,584.46	28,435.81	31,360.92	2,925.11	20	144,848.00	(116,412.19)	80
MUNICIPAL COURT	10,371.78	11,485.49	1,113.71	36,145.76	32,752.93	(3,392.83)	26	138,290.00	(102,144.24)	74
STREET MAINTENANCE	55,678.14	80,077.65	24,399.51	285,020.30	256,099.40	(28,920.90)	29	987,617.00	(702,596.70)	71
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	122,117.45	204,397.55	82,280.10	540,532.22	615,475.04	74,942.82	21	2,587,334.00	(2,046,801.78)	79
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	23,663.17	24,205.57	542.40	63,568.83	68,947.06	5,378.23	22	291,789.00	(228,220.17)	78
SENIOR CENTER	13,345.11	146,258.87	132,913.76	105,938.53	440,657.86	334,719.33	6	1,759,607.00	(1,653,668.47)	94
AQUATIC CENTER	7,201.42	8,900.10	1,698.68	29,961.58	36,768.60	6,807.02	8	360,212.00	(330,250.42)	92
FIRE DEPARTMENT	327,418.09	351,473.11	24,055.02	1,142,606.45	1,090,173.30	(52,433.15)	25	4,600,650.00	(3,458,043.55)	75
POLICE DEPARTMENT	602,104.69	544,282.93	(57,821.76)	1,633,049.10	1,656,714.83	23,665.73	23	7,123,546.00	(5,490,496.90)	77
DEVELOPMENT SERVICES	87,030.07	57,472.28	(29,557.79)	211,399.75	159,235.32	(52,164.43)	31	688,299.00	(476,899.25)	69
GIS	8,084.54	10,480.35	2,395.81	21,103.93	29,988.94	8,885.01	17	126,382.00	(105,278.07)	83
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0	1,567,248.00	(1,567,248.00)	100
<b>TOTAL EXPENSE</b>	<b>1,518,800.95</b>	<b>1,795,739.58</b>	<b>276,938.63</b>	<b>4,903,106.47</b>	<b>5,394,458.88</b>	<b>491,352.41</b>	<b>20</b>	<b>24,138,303.00</b>	<b>19,235,196.53</b>	<b>80</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>2,519,646.49</b>	<b>1,459,429.94</b>	<b>1,060,216.55</b>	<b>2,143,956.23</b>	<b>676,495.04</b>	<b>1,467,461.19</b>		<b>(1,719,845.00)</b>	<b>(34,606,591.83)</b>	

Budget Variance Report

Fund: 02 - WATER AND WASTEWATER FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	326.71	0.00	326.71	1,147.97	0.00	1,147.97	115	1,000.00	147.97	-15
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	1,084,424.90	847,205.24	237,219.66	3,095,565.83	2,759,898.29	335,667.54	28	11,167,733.00	(8,072,167.17)	72
OTHER REVENUE	139,247.52	2,657.90	136,589.62	409,783.65	3,936.12	405,847.53	89	463,000.00	(53,216.35)	11
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	94,582.00	(94,582.00)	100
<b>TOTAL REVENUE</b>	<b>1,223,999.13</b>	<b>849,863.14</b>	<b>374,135.99</b>	<b>3,506,497.45</b>	<b>2,763,834.41</b>	<b>742,663.04</b>	<b>30</b>	<b>11,726,315.00</b>	<b>(8,219,817.55)</b>	<b>70</b>
<b>EXPENSE SUMMARY</b>										
UTILITIES ADMINISTRATION	66,991.50	327,610.43	260,618.93	(3,952.57)	970,924.95	974,877.52	0	3,942,599.00	(3,946,551.57)	100
WATER PRODUCTION	76,413.86	192,180.42	115,766.56	272,305.24	772,173.98	499,868.74	11	2,534,324.00	(2,262,018.76)	89
WATER DISTRIBUTION	87,893.40	128,554.90	40,661.50	257,855.13	387,578.80	129,723.67	17	1,550,760.00	(1,292,904.87)	83
CUSTOMER SERVICE	26,554.16	27,760.32	1,206.16	45,828.09	84,173.34	38,345.25	13	340,111.00	(294,282.91)	87
WASTEWATER COLLECTION	1,361,589.46	1,464,194.41	102,604.95	1,964,187.96	4,395,999.34	2,431,811.38	11	17,588,967.00	(15,624,779.04)	89
WASTEWATER TREATMENT	90,577.79	247,162.42	156,584.63	290,259.96	752,592.26	462,332.30	10	2,978,241.00	(2,687,981.04)	90
BILLING & COLLECTION	58,158.77	44,478.06	(13,680.71)	127,939.13	133,049.34	5,110.21	24	541,204.00	(413,264.87)	76
NON-DEPARTMENTAL	68,398.15	64,715.83	(3,682.32)	218,068.78	194,147.49	(23,921.29)	4	5,338,670.00	(5,120,601.22)	96
<b>TOTAL EXPENSE</b>	<b>1,836,577.09</b>	<b>2,496,656.79</b>	<b>660,079.70</b>	<b>3,172,491.72</b>	<b>7,690,639.50</b>	<b>4,518,147.78</b>	<b>9</b>	<b>34,814,876.00</b>	<b>31,642,384.28</b>	<b>91</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(612,577.96)</b>	<b>(1,646,793.65)</b>	<b>1,034,215.69</b>	<b>334,005.73</b>	<b>(4,926,805.09)</b>	<b>5,260,810.82</b>		<b>(23,088,561.00)</b>	<b>(39,862,201.83)</b>	



Budget Variance Report

Fund: 03 - SANITARY LANDFILL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
CHARGES FOR SERVICES	95,735.74	87,938.32	7,797.42	308,252.33	284,055.46	24,196.87	22	1,380,400.00	(1,072,147.67)	78
OTHER REVENUE	10,093.62	228.23	9,865.39	30,186.14	1,024.42	29,161.72	174	17,350.00	12,836.14	-74
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>105,829.36</b>	<b>88,166.55</b>	<b>17,662.81</b>	<b>338,438.47</b>	<b>285,079.88</b>	<b>53,358.59</b>	<b>24</b>	<b>1,397,750.00</b>	<b>(1,059,311.53)</b>	<b>76</b>
<b><u>EXPENSE SUMMARY</u></b>										
LANDFILL	33,504.49	84,188.50	50,684.01	358,739.89	472,267.19	113,527.30	27	1,333,660.00	(974,920.11)	73
<b>TOTAL EXPENSE</b>	<b>33,504.49</b>	<b>84,188.50</b>	<b>50,684.01</b>	<b>358,739.89</b>	<b>472,267.19</b>	<b>113,527.30</b>	<b>27</b>	<b>1,333,660.00</b>	<b>974,920.11</b>	<b>73</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>72,324.87</b>	<b>3,978.05</b>	<b>68,346.82</b>	<b>(20,301.42)</b>	<b>(187,187.31)</b>	<b>166,885.89</b>		<b>64,090.00</b>	<b>(2,034,231.64)</b>	

Budget Variance Report  
Fund: 04 - AIRPORT FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	10,233.11	9,106.66	1,126.45	52,258.08	46,317.11	5,940.97	40	130,350.00	(78,091.92)	60
OTHER REVENUE	0.00	118,539.21	(118,539.21)	0.00	355,617.63	(355,617.63)	0	1,423,040.00	(1,423,040.00)	100
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	77,091.00	(77,091.00)	100
<b>TOTAL REVENUE</b>	<b>10,233.11</b>	<b>127,645.87</b>	<b>(117,412.76)</b>	<b>52,258.08</b>	<b>401,934.74</b>	<b>(349,676.66)</b>	<b>3</b>	<b>1,640,481.00</b>	<b>(1,588,222.92)</b>	<b>97</b>
<b>EXPENSE SUMMARY</b>										
AIRPORT	12,694.04	144,623.99	131,929.95	51,505.92	440,104.71	388,598.79	3	1,744,266.00	(1,692,760.08)	97
<b>TOTAL EXPENSE</b>	<b>12,694.04</b>	<b>144,623.99</b>	<b>131,929.95</b>	<b>51,505.92</b>	<b>440,104.71</b>	<b>388,598.79</b>	<b>3</b>	<b>1,744,266.00</b>	<b>1,692,760.08</b>	<b>97</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(2,460.93)</b>	<b>(16,978.12)</b>	<b>14,517.19</b>	<b>752.16</b>	<b>(38,169.97)</b>	<b>38,922.13</b>		<b>(103,785.00)</b>	<b>(3,280,983.00)</b>	

Budget Variance Report

Fund: 05 - STORM WATER DRAINAGE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	3,271.07	0.00	3,271.07	11,493.70	0.00	11,493.70	46	25,000.00	(13,506.30)	54
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	83,114.14	83,370.38	(256.24)	249,577.11	250,012.82	(435.71)	25	1,000,272.00	(750,694.89)	75
OTHER REVENUE	5,896.76	4.09	5,892.67	16,275.26	12.00	16,263.26	723	2,250.00	14,025.26	-623
<b>TOTAL REVENUE</b>	<b>92,281.97</b>	<b>83,374.47</b>	<b>8,907.50</b>	<b>277,346.07</b>	<b>250,024.82</b>	<b>27,321.25</b>	<b>27</b>	<b>1,027,522.00</b>	<b>(750,175.93)</b>	<b>73</b>
<b>EXPENSE SUMMARY</b>										
STORM WATER DRAINAGE	16,842.12	54,154.99	37,312.87	31,704.51	162,464.97	130,760.46	2	1,398,010.00	(1,366,305.49)	98
<b>TOTAL EXPENSE</b>	<b>16,842.12</b>	<b>54,154.99</b>	<b>37,312.87</b>	<b>31,704.51</b>	<b>162,464.97</b>	<b>130,760.46</b>	<b>2</b>	<b>1,398,010.00</b>	<b>1,366,305.49</b>	<b>98</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>75,439.85</b>	<b>29,219.48</b>	<b>46,220.37</b>	<b>245,641.56</b>	<b>87,559.85</b>	<b>158,081.71</b>		<b>(370,488.00)</b>	<b>(2,116,481.42)</b>	

Budget Variance Report

Fund: 07 - HOTEL OCCUPANCY TAX FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
TAXES	43,884.33	70,950.95	(27,066.62)	104,543.60	118,132.01	(13,588.41)	14	771,420.00	(666,876.40)	86
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0	24,754.00	(24,754.00)	100
OTHER REVENUE	6,484.91	14.62	6,470.29	18,262.69	39.50	18,223.19	406	4,500.00	13,762.69	-306
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>50,369.24</b>	<b>70,965.57</b>	<b>(20,596.33)</b>	<b>122,806.29</b>	<b>118,171.51</b>	<b>4,634.78</b>	<b>15</b>	<b>800,674.00</b>	<b>(677,867.71)</b>	<b>85</b>
<b>EXPENSE SUMMARY</b>										
TOURISM	7,489.56	44,669.85	37,180.29	51,533.46	139,276.20	87,742.74	6	824,825.00	(773,291.54)	94
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>7,489.56</b>	<b>44,669.85</b>	<b>37,180.29</b>	<b>51,533.46</b>	<b>139,276.20</b>	<b>87,742.74</b>	<b>6</b>	<b>824,825.00</b>	<b>773,291.54</b>	<b>94</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>42,879.68</b>	<b>26,295.72</b>	<b>16,583.96</b>	<b>71,272.83</b>	<b>(21,104.69)</b>	<b>92,377.52</b>		<b>(24,151.00)</b>	<b>(1,451,159.25)</b>	

Budget Variance Report

Fund: 08 - DEBT SERVICE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
TAXES	114,431.58	97,423.21	17,008.37	144,107.65	133,949.37	10,158.28	53	273,240.00	(129,132.35)	47
OTHER REVENUE	109.52	17.00	92.52	220.38	32.51	187.87	11	2,000.00	(1,779.62)	89
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	823,850.00	(823,850.00)	100
<b>TOTAL REVENUE</b>	<b>114,541.10</b>	<b>97,440.21</b>	<b>17,100.89</b>	<b>144,328.03</b>	<b>133,981.88</b>	<b>10,346.15</b>	<b>13</b>	<b>1,099,090.00</b>	<b>(954,761.97)</b>	<b>87</b>
<b><u>EXPENSE SUMMARY</u></b>										
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0	1,096,625.00	(1,096,625.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>1,096,625.00</b>	<b>1,096,625.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>114,541.10</b>	<b>97,440.21</b>	<b>17,100.89</b>	<b>144,328.03</b>	<b>133,981.88</b>	<b>10,346.15</b>		<b>2,465.00</b>	<b>(2,051,386.97)</b>	

Budget Variance Report

Fund: 10 - CAPITAL PROJECTS FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	1,772.50	291.66	1,480.84	1,772.50	874.98	897.52	51	3,500.00	(1,727.50)	49
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	1,000,134.00	(1,000,134.00)	100
CHARGES FOR SERVICES	0.00	1,041.25	(1,041.25)	0.00	3,123.75	(3,123.75)	0	12,500.00	(12,500.00)	100
OTHER REVENUE	30,418.97	502.30	29,916.67	93,232.28	1,473.86	91,758.42	83	112,500.00	(19,267.72)	17
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	1,416,292.00	(1,416,292.00)	100
<b>TOTAL REVENUE</b>	<b>32,191.47</b>	<b>1,835.21</b>	<b>30,356.26</b>	<b>95,004.78</b>	<b>5,472.59</b>	<b>89,532.19</b>	<b>4</b>	<b>2,544,926.00</b>	<b>(2,449,921.22)</b>	<b>96</b>
<b>EXPENSE SUMMARY</b>										
STREET MAINTENANCE	0.00	499,079.77	499,079.77	0.00	1,497,239.31	1,497,239.31	0	5,991,354.00	(5,991,354.00)	100
PARKS & RECREATION	0.00	84,217.63	84,217.63	0.00	252,652.89	252,652.89	0	1,011,016.00	(1,011,016.00)	100
FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>583,297.40</b>	<b>583,297.40</b>	<b>0.00</b>	<b>1,749,892.20</b>	<b>1,749,892.20</b>	<b>0</b>	<b>7,002,370.00</b>	<b>7,002,370.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>32,191.47</b>	<b>(581,462.19)</b>	<b>613,653.66</b>	<b>95,004.78</b>	<b>(1,744,419.61)</b>	<b>1,839,424.39</b>		<b>(4,457,444.00)</b>	<b>(9,452,291.22)</b>	

Budget Variance Report

Fund: 11 - CHILD SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
FINES AND FORFEITURES	158.94	157.62	1.32	855.86	640.84	215.02	43	2,000.00	(1,144.14)	57
OTHER REVENUE	49.36	0.39	48.97	141.28	1.03	140.25	188	75.00	66.28	-88
<b>TOTAL REVENUE</b>	<b>208.30</b>	<b>158.01</b>	<b>50.29</b>	<b>997.14</b>	<b>641.87</b>	<b>355.27</b>	<b>48</b>	<b>2,075.00</b>	<b>(1,077.86)</b>	<b>52</b>
<b><u>EXPENSE SUMMARY</u></b>										
CHILD SAFETY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>208.30</b>	<b>158.01</b>	<b>50.29</b>	<b>997.14</b>	<b>641.87</b>	<b>355.27</b>		<b>2,075.00</b>	<b>(1,077.86)</b>	

Budget Variance Report

Fund: 12 - COURT TECHNOLOGY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
FINES AND FORFEITURES	1,034.60	1,175.29	(140.69)	3,652.06	3,026.62	625.44	31	11,915.00	(8,262.94)	69
OTHER REVENUE	153.23	0.40	152.83	431.24	1.19	430.05	287	150.00	281.24	-187
<b>TOTAL REVENUE</b>	<b>1,187.83</b>	<b>1,175.69</b>	<b>12.14</b>	<b>4,083.30</b>	<b>3,027.81</b>	<b>1,055.49</b>	<b>34</b>	<b>12,065.00</b>	<b>(7,981.70)</b>	<b>66</b>
<b><u>EXPENSE SUMMARY</u></b>										
COURT TECHNOLOGY	0.00	1,259.91	1,259.91	0.00	3,779.73	3,779.73	0	15,125.00	(15,125.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>1,259.91</b>	<b>1,259.91</b>	<b>0.00</b>	<b>3,779.73</b>	<b>3,779.73</b>	<b>0</b>	<b>15,125.00</b>	<b>15,125.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>1,187.83</b>	<b>(84.22)</b>	<b>1,272.05</b>	<b>4,083.30</b>	<b>(751.92)</b>	<b>4,835.22</b>		<b>(3,060.00)</b>	<b>(23,106.70)</b>	



Budget Variance Report

Fund: 13 - PUBLIC SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
FINES AND FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	3,200.00	(3,200.00)	100
OTHER REVENUE	253.63	2.32	251.31	724.95	6.60	718.35	97	750.00	(25.05)	3
<b>TOTAL REVENUE</b>	<b>253.63</b>	<b>2.32</b>	<b>251.31</b>	<b>724.95</b>	<b>6.60</b>	<b>718.35</b>	<b>18</b>	<b>3,950.00</b>	<b>(3,225.05)</b>	<b>82</b>
<b><u>EXPENSE SUMMARY</u></b>										
PUBLIC SAFETY	0.00	1,666.00	1,666.00	0.00	4,998.00	4,998.00	0	20,000.00	(20,000.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>1,666.00</b>	<b>1,666.00</b>	<b>0.00</b>	<b>4,998.00</b>	<b>4,998.00</b>	<b>0</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>253.63</b>	<b>(1,663.68)</b>	<b>1,917.31</b>	<b>724.95</b>	<b>(4,991.40)</b>	<b>5,716.35</b>		<b>(16,050.00)</b>	<b>(23,225.05)</b>	

Budget Variance Report

Fund: 20 - TAX INCREMENT FINANCING FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
TAXES	39,650.83	87,044.32	(47,393.49)	121,560.59	183,403.48	(61,842.89)	15	801,270.00	(679,709.41)	85
OTHER REVENUE	4,570.97	0.00	4,570.97	13,053.20	0.00	13,053.20	109	12,000.00	1,053.20	-9
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>44,221.80</b>	<b>87,044.32</b>	<b>(42,822.52)</b>	<b>134,613.79</b>	<b>183,403.48</b>	<b>(48,789.69)</b>	<b>17</b>	<b>813,270.00</b>	<b>(678,656.21)</b>	<b>83</b>
<b><u>EXPENSE SUMMARY</u></b>										
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00	0.00	0.00	0	823,850.00	(823,850.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>823,850.00</b>	<b>823,850.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>44,221.80</b>	<b>87,044.32</b>	<b>(42,822.52)</b>	<b>134,613.79</b>	<b>183,403.48</b>	<b>(48,789.69)</b>		<b>(10,580.00)</b>	<b>(1,502,506.21)</b>	

Budget Variance Report

Fund: 79 - SEDA

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
TAXES	58,567.51	52,042.39	6,525.12	203,273.64	182,185.27	21,088.37	28	738,190.00	(534,916.36)	72
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
OTHER REVENUE	5,255.04	60.22	5,194.82	15,964.05	170.59	15,793.46	106	15,000.00	964.05	-6
<b>TOTAL REVENUE</b>	<b>63,822.55</b>	<b>52,102.61</b>	<b>11,719.94</b>	<b>219,237.69</b>	<b>182,355.86</b>	<b>36,881.83</b>	<b>29</b>	<b>753,190.00</b>	<b>(533,952.31)</b>	<b>71</b>
<b><u>EXPENSE SUMMARY</u></b>										
SEDA	101,249.81	138,246.04	36,996.23	152,736.62	411,417.64	258,681.02	9	1,716,394.00	(1,563,657.38)	91
<b>TOTAL EXPENSE</b>	<b>101,249.81</b>	<b>138,246.04</b>	<b>36,996.23</b>	<b>152,736.62</b>	<b>411,417.64</b>	<b>258,681.02</b>	<b>9</b>	<b>1,716,394.00</b>	<b>1,563,657.38</b>	<b>91</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(37,427.26)</b>	<b>(86,143.43)</b>	<b>48,716.17</b>	<b>66,501.07</b>	<b>(229,061.78)</b>	<b>295,562.85</b>		<b>(963,204.00)</b>	<b>(2,097,609.69)</b>	



City of Stephenville

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## Prior-Year Comparative Income Statement

### Group Summary

For the Period Ending 12/31/2023

Categor...	2022-2023 Dec. Activity	2023-2024 Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	2022-2023 YTD Activity	2023-2024 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 01 - GENERAL FUND</b>								
<b>Revenue</b>								
40 - TAXES	3,157,679.25	3,430,615.86	272,936.61	8.64%	5,570,411.08	5,912,006.25	341,595.17	6.13%
41 - LICENSES AND PERMITS	121,725.83	316,074.73	194,348.90	159.66%	189,922.79	378,601.43	188,678.64	99.34%
42 - FINES AND FORFEITURES	20,721.91	-1,102.81	-21,824.72	-105.32%	75,397.19	66,808.59	-8,588.60	-11.39%
43 - INTERGOVERNMENTAL	59,458.09	15,243.12	-44,214.97	-74.36%	132,813.48	84,842.43	-47,971.05	-36.12%
44 - CHARGES FOR SERVICES	94,762.26	70,229.19	-24,533.07	-25.89%	346,847.09	148,796.92	-198,050.17	-57.10%
45 - OTHER REVENUE	54,783.03	207,387.35	152,604.32	278.56%	187,567.72	456,007.08	268,439.36	143.12%
<b>Revenue Total:</b>	<b>3,509,130.37</b>	<b>4,038,447.44</b>	<b>529,317.07</b>	<b>15.08%</b>	<b>6,502,959.35</b>	<b>7,047,062.70</b>	<b>544,103.35</b>	<b>8.37%</b>
<b>Expense</b>								
<b>Department: 101 - CITY COUNCIL</b>								
51 - PERSONNEL	1,937.70	1,937.70	0.00	0.00%	5,516.87	5,560.10	-43.23	-0.78%
52 - CONTRACTUAL	1,862.98	2,096.97	-233.99	-12.56%	59,012.12	30,928.28	28,083.84	47.59%
53 - GENERAL SERVICES	258.92	709.79	-450.87	-174.13%	2,429.17	1,288.00	1,141.17	46.98%
55 - CAPITAL OUTLAY	0.00	19,319.00	-19,319.00	0.00%	0.00	44,906.18	-44,906.18	0.00%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	0.00	565.80	-565.80	0.00%
<b>Department 101 - CITY COUNCIL Total:</b>	<b>4,059.60</b>	<b>24,063.46</b>	<b>-20,003.86</b>	<b>-492.75%</b>	<b>66,958.16</b>	<b>83,248.36</b>	<b>-16,290.20</b>	<b>-24.33%</b>
<b>Department: 102 - CITY MANAGER</b>								
51 - PERSONNEL	20,283.71	32,944.87	-12,661.16	-62.42%	55,895.60	89,327.06	-33,431.46	-59.81%
52 - CONTRACTUAL	1.03	121.00	-119.97	-11,647.57%	3,975.01	2,495.50	1,479.51	37.22%
53 - GENERAL SERVICES	290.24	59.99	230.25	79.33%	352.31	270.61	81.70	23.19%
<b>Department 102 - CITY MANAGER Total:</b>	<b>20,574.98</b>	<b>33,125.86</b>	<b>-12,550.88</b>	<b>-61.00%</b>	<b>60,222.92</b>	<b>92,093.17</b>	<b>-31,870.25</b>	<b>-52.92%</b>
<b>Department: 103 - CITY SECRETARY</b>								
51 - PERSONNEL	6,095.73	12,112.64	-6,016.91	-98.71%	13,637.39	27,739.16	-14,101.77	-103.41%
52 - CONTRACTUAL	734.26	1,088.53	-354.27	-48.25%	15,563.27	4,836.90	10,726.37	68.92%
53 - GENERAL SERVICES	64.53	967.91	-903.38	-1,399.94%	384.09	1,775.40	-1,391.31	-362.24%
54 - MACHINE & EQUIPMENT MAINTENANCE	0.00	0.00	0.00	0.00%	31,824.25	29,941.30	1,882.95	5.92%
<b>Department 103 - CITY SECRETARY Total:</b>	<b>6,894.52</b>	<b>14,169.08</b>	<b>-7,274.56</b>	<b>-105.51%</b>	<b>61,409.00</b>	<b>64,292.76</b>	<b>-2,883.76</b>	<b>-4.70%</b>
<b>Department: 104 - EMERGENCY MANAGEMENT</b>								
52 - CONTRACTUAL	312.49	57.39	255.10	81.63%	12,789.23	12,871.87	-82.64	-0.65%
<b>Department 104 - EMERGENCY MANAGEMENT Total:</b>	<b>312.49</b>	<b>57.39</b>	<b>255.10</b>	<b>81.63%</b>	<b>12,789.23</b>	<b>12,871.87</b>	<b>-82.64</b>	<b>-0.65%</b>
<b>Department: 105 - MUNICIPAL BUILDING</b>								
51 - PERSONNEL	2,220.20	2,299.40	-79.20	-3.57%	5,938.03	6,595.82	-657.79	-11.08%
52 - CONTRACTUAL	3,186.68	3,529.04	-342.36	-10.74%	10,090.53	12,288.75	-2,198.22	-21.78%

Prior-Year Comparative Income Statement

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Categor...	2022-2023	2023-2024	Dec. Variance		2022-2023	2023-2024	YTD Variance	
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
53 - GENERAL SERVICES	596.42	25,790.65	-25,194.23	-4,224.24%	3,972.45	27,625.07	-23,652.62	-595.42%
54 - MACHINE & EQUIPMENT MAI	85.00	60.09	24.91	29.31%	17,734.30	11,846.49	5,887.81	33.20%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	5,826.73	-5,826.73	0.00%
<b>Department 105 - MUNICIPAL BUILDING Total:</b>	<b>6,088.30</b>	<b>31,679.18</b>	<b>-25,590.88</b>	<b>-420.33%</b>	<b>37,735.31</b>	<b>64,182.86</b>	<b>-26,447.55</b>	<b>-70.09%</b>
<b>Department: 106 - MUNICIPAL SERVICES CTR</b>								
51 - PERSONNEL	5,161.51	5,455.02	-293.51	-5.69%	14,092.80	14,618.34	-525.54	-3.73%
52 - CONTRACTUAL	2,104.48	2,047.49	56.99	2.71%	8,841.19	9,472.66	-631.47	-7.14%
53 - GENERAL SERVICES	14,578.46	-847.87	15,426.33	105.82%	16,560.48	14,946.70	1,613.78	9.74%
54 - MACHINE & EQUIPMENT MAI	5,459.60	846.84	4,612.76	84.49%	5,459.60	13,755.62	-8,296.02	-151.95%
<b>Department 106 - MUNICIPAL SERVICES CTR Total:</b>	<b>27,304.05</b>	<b>7,501.48</b>	<b>19,802.57</b>	<b>72.53%</b>	<b>44,954.07</b>	<b>52,793.32</b>	<b>-7,839.25</b>	<b>-17.44%</b>
<b>Department: 107 - HUMAN RESOURCES</b>								
51 - PERSONNEL	7,187.34	7,251.49	-64.15	-0.89%	19,188.10	19,213.48	-25.38	-0.13%
52 - CONTRACTUAL	10,684.86	12,832.12	-2,147.26	-20.10%	22,612.68	26,960.60	-4,347.92	-19.23%
53 - GENERAL SERVICES	236.76	23.75	213.01	89.97%	385.13	112.71	272.42	70.73%
<b>Department 107 - HUMAN RESOURCES Total:</b>	<b>18,108.96</b>	<b>20,107.36</b>	<b>-1,998.40</b>	<b>-11.04%</b>	<b>42,185.91</b>	<b>46,286.79</b>	<b>-4,100.88</b>	<b>-9.72%</b>
<b>Department: 108 - DOWNTOWN</b>								
51 - PERSONNEL	6,510.75	5,190.40	1,320.35	20.28%	17,487.23	14,237.12	3,250.11	18.59%
52 - CONTRACTUAL	10,317.43	996.41	9,321.02	90.34%	35,409.72	22,276.31	13,133.41	37.09%
53 - GENERAL SERVICES	0.00	4,484.04	-4,484.04	0.00%	0.00	5,586.20	-5,586.20	0.00%
<b>Department 108 - DOWNTOWN Total:</b>	<b>16,828.18</b>	<b>10,670.85</b>	<b>6,157.33</b>	<b>36.59%</b>	<b>52,896.95</b>	<b>42,099.63</b>	<b>10,797.32</b>	<b>20.41%</b>
<b>Department: 201 - FINANCE</b>								
51 - PERSONNEL	39,066.69	44,013.00	-4,946.31	-12.66%	102,805.69	117,983.62	-15,177.93	-14.76%
52 - CONTRACTUAL	6,744.06	4,122.10	2,621.96	38.88%	45,492.25	8,408.56	37,083.69	81.52%
53 - GENERAL SERVICES	298.85	432.00	-133.15	-44.55%	456.55	475.03	-18.48	-4.05%
54 - MACHINE & EQUIPMENT MAI	26,958.80	9,039.20	17,919.60	66.47%	28,319.68	23,030.70	5,288.98	18.68%
56 - BANK CHARGES	100.00	100.00	0.00	0.00%	1,086.53	200.00	886.53	81.59%
<b>Department 201 - FINANCE Total:</b>	<b>73,168.40</b>	<b>57,706.30</b>	<b>15,462.10</b>	<b>21.13%</b>	<b>178,160.70</b>	<b>150,097.91</b>	<b>28,062.79</b>	<b>15.75%</b>
<b>Department: 203 - INFORMATION TECHNOLOGY</b>								
51 - PERSONNEL	17,058.36	16,665.20	393.16	2.30%	48,181.13	43,345.70	4,835.43	10.04%
52 - CONTRACTUAL	62.71	97.99	-35.28	-56.26%	680.22	980.55	-300.33	-44.15%
53 - GENERAL SERVICES	3,700.62	6,669.65	-2,969.03	-80.23%	12,534.29	25,093.56	-12,559.27	-100.20%
54 - MACHINE & EQUIPMENT MAI	10,656.06	27,356.77	-16,700.71	-156.72%	57,088.72	77,472.69	-20,383.97	-35.71%
<b>Department 203 - INFORMATION TECHNOLOGY Total:</b>	<b>31,477.75</b>	<b>50,789.61</b>	<b>-19,311.86</b>	<b>-61.35%</b>	<b>118,484.36</b>	<b>146,892.50</b>	<b>-28,408.14</b>	<b>-23.98%</b>
<b>Department: 204 - TAX</b>								
52 - CONTRACTUAL	49,658.64	2,449.60	47,209.04	95.07%	100,398.88	50,485.04	49,913.84	49.72%
<b>Department 204 - TAX Total:</b>	<b>49,658.64</b>	<b>2,449.60</b>	<b>47,209.04</b>	<b>95.07%</b>	<b>100,398.88</b>	<b>50,485.04</b>	<b>49,913.84</b>	<b>49.72%</b>
<b>Department: 301 - LEGAL COUNSEL</b>								
51 - PERSONNEL	9,284.25	9,466.32	-182.07	-1.96%	23,417.51	28,303.42	-4,885.91	-20.86%
52 - CONTRACTUAL	0.00	0.00	0.00	0.00%	172.67	132.39	40.28	23.33%

Prior-Year Comparative Income Statement

For the Period Ending 12/

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Categor...	2022-2023	2023-2024	Dec. Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	10.81	0.00	10.81	100.00%
<b>Department 301 - LEGAL COUNSEL Total:</b>	<b>9,284.25</b>	<b>9,466.32</b>	<b>-182.07</b>	<b>-1.96%</b>	<b>23,600.99</b>	<b>28,435.81</b>	<b>-4,834.82</b>	<b>-20.49%</b>
<b>Department: 302 - MUNICIPAL COURT</b>								
51 - PERSONNEL	6,550.10	6,322.95	227.15	3.47%	17,545.09	21,982.63	-4,437.54	-25.29%
52 - CONTRACTUAL	3,344.71	2,602.81	741.90	22.18%	11,163.01	10,510.04	652.97	5.85%
53 - GENERAL SERVICES	1,795.12	1,446.02	349.10	19.45%	3,316.64	3,653.09	-336.45	-10.14%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	3,183.47	0.00	3,183.47	100.00%
<b>Department 302 - MUNICIPAL COURT Total:</b>	<b>11,689.93</b>	<b>10,371.78</b>	<b>1,318.15</b>	<b>11.28%</b>	<b>35,208.21</b>	<b>36,145.76</b>	<b>-937.55</b>	<b>-2.66%</b>
<b>Department: 402 - STREET MAINTENANCE</b>								
51 - PERSONNEL	35,148.05	32,323.82	2,824.23	8.04%	102,847.25	95,513.83	7,333.42	7.13%
52 - CONTRACTUAL	18,897.94	16,763.59	2,134.35	11.29%	48,808.97	46,033.91	2,775.06	5.69%
53 - GENERAL SERVICES	2,213.48	3,281.84	-1,068.36	-48.27%	8,642.23	8,985.86	-343.63	-3.98%
54 - MACHINE & EQUIPMENT MAI	48,391.59	3,308.89	45,082.70	93.16%	54,780.82	19,501.70	35,279.12	64.40%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	114,985.00	-114,985.00	0.00%
<b>Department 402 - STREET MAINTENANCE Total:</b>	<b>104,651.06</b>	<b>55,678.14</b>	<b>48,972.92</b>	<b>46.80%</b>	<b>215,079.27</b>	<b>285,020.30</b>	<b>-69,941.03</b>	<b>-32.52%</b>
<b>Department: 501 - PARKS &amp; RECREATION</b>								
51 - PERSONNEL	74,006.77	81,305.19	-7,298.42	-9.86%	203,072.85	237,759.72	-34,686.87	-17.08%
52 - CONTRACTUAL	26,518.23	17,734.61	8,783.62	33.12%	81,801.76	64,360.65	17,441.11	21.32%
53 - GENERAL SERVICES	5,550.94	15,542.77	-9,991.83	-180.00%	28,462.94	34,274.01	-5,811.07	-20.42%
54 - MACHINE & EQUIPMENT MAI	10,384.29	6,672.60	3,711.69	35.74%	25,725.85	26,429.52	-703.67	-2.74%
55 - CAPITAL OUTLAY	97,821.45	862.28	96,959.17	99.12%	132,720.07	177,708.32	-44,988.25	-33.90%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	5.33	0.00	5.33	100.00%
<b>Department 501 - PARKS &amp; RECREATION Total:</b>	<b>214,281.68</b>	<b>122,117.45</b>	<b>92,164.23</b>	<b>43.01%</b>	<b>471,788.80</b>	<b>540,532.22</b>	<b>-68,743.42</b>	<b>-14.57%</b>
<b>Department: 504 - LIBRARY</b>								
51 - PERSONNEL	17,513.06	18,181.03	-667.97	-3.81%	46,807.31	48,451.39	-1,644.08	-3.51%
52 - CONTRACTUAL	1,986.57	2,055.19	-68.62	-3.45%	5,738.53	6,360.84	-622.31	-10.84%
53 - GENERAL SERVICES	1,140.10	3,426.95	-2,286.85	-200.58%	2,604.49	8,430.20	-5,825.71	-223.68%
54 - MACHINE & EQUIPMENT MAI	60.00	0.00	60.00	100.00%	681.03	326.40	354.63	52.07%
<b>Department 504 - LIBRARY Total:</b>	<b>20,699.73</b>	<b>23,663.17</b>	<b>-2,963.44</b>	<b>-14.32%</b>	<b>55,831.36</b>	<b>63,568.83</b>	<b>-7,737.47</b>	<b>-13.86%</b>
<b>Department: 506 - SENIOR CENTER</b>								
51 - PERSONNEL	6,762.21	7,039.21	-277.00	-4.10%	18,404.86	20,436.05	-2,031.19	-11.04%
52 - CONTRACTUAL	4,512.81	3,918.36	594.45	13.17%	10,782.74	12,090.12	-1,307.38	-12.12%
53 - GENERAL SERVICES	2,298.52	2,183.35	115.17	5.01%	3,969.72	5,757.70	-1,787.98	-45.04%
54 - MACHINE & EQUIPMENT MAI	489.50	204.19	285.31	58.29%	787.21	454.66	332.55	42.24%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	10,699.00	67,200.00	-56,501.00	-528.10%
<b>Department 506 - SENIOR CENTER Total:</b>	<b>14,063.04</b>	<b>13,345.11</b>	<b>717.93</b>	<b>5.11%</b>	<b>44,643.53</b>	<b>105,938.53</b>	<b>-61,295.00</b>	<b>-137.30%</b>
<b>Department: 507 - AQUATIC CENTER</b>								
51 - PERSONNEL	96.88	403.69	-306.81	-316.69%	2,704.57	2,197.69	506.88	18.74%
52 - CONTRACTUAL	3,601.80	2,846.96	754.84	20.96%	12,320.27	12,053.57	266.70	2.16%
53 - GENERAL SERVICES	15.86	10.00	5.86	36.95%	2,595.39	1,457.51	1,137.88	43.84%

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Categor...	2022-2023	2023-2024	Dec. Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
54 - MACHINE & EQUIPMENT MAI	2,276.84	3,940.77	-1,663.93	-73.08%	2,276.84	14,252.81	-11,975.97	-525.99%
<b>Department 507 - AQUATIC CENTER Total:</b>	<b>5,991.38</b>	<b>7,201.42</b>	<b>-1,210.04</b>	<b>-20.20%</b>	<b>19,897.07</b>	<b>29,961.58</b>	<b>-10,064.51</b>	<b>-50.58%</b>
<b>Department: 601 - FIRE DEPARTMENT</b>								
51 - PERSONNEL	289,334.68	284,284.26	5,050.42	1.75%	793,652.09	847,125.15	-53,473.06	-6.74%
52 - CONTRACTUAL	13,305.09	7,169.94	6,135.15	46.11%	92,180.84	54,836.02	37,344.82	40.51%
53 - GENERAL SERVICES	20,922.56	12,734.17	8,188.39	39.14%	66,777.09	69,354.68	-2,577.59	-3.86%
54 - MACHINE & EQUIPMENT MAI	12,025.00	6,974.77	5,050.23	42.00%	34,343.26	46,677.17	-12,333.91	-35.91%
55 - CAPITAL OUTLAY	0.00	16,254.95	-16,254.95	0.00%	149,680.05	124,613.43	25,066.62	16.75%
<b>Department 601 - FIRE DEPARTMENT Total:</b>	<b>335,587.33</b>	<b>327,418.09</b>	<b>8,169.24</b>	<b>2.43%</b>	<b>1,136,633.33</b>	<b>1,142,606.45</b>	<b>-5,973.12</b>	<b>-0.53%</b>
<b>Department: 701 - POLICE DEPARTMENT</b>								
51 - PERSONNEL	382,634.19	384,694.05	-2,059.86	-0.54%	1,094,912.12	1,120,578.17	-25,666.05	-2.34%
52 - CONTRACTUAL	22,369.13	19,608.39	2,760.74	12.34%	143,106.09	140,175.83	2,930.26	2.05%
53 - GENERAL SERVICES	27,850.53	15,885.22	11,965.31	42.96%	79,671.03	39,682.60	39,988.43	50.19%
54 - MACHINE & EQUIPMENT MAI	23,281.08	21,966.96	1,314.12	5.64%	42,375.19	56,940.18	-14,564.99	-34.37%
55 - CAPITAL OUTLAY	94,876.69	117,725.05	-22,848.36	-24.08%	253,140.94	233,447.30	19,693.64	7.78%
57 - DEBT SERVICE	0.00	42,225.02	-42,225.02	0.00%	0.00	42,225.02	-42,225.02	0.00%
<b>Department 701 - POLICE DEPARTMENT Total:</b>	<b>551,011.62</b>	<b>602,104.69</b>	<b>-51,093.07</b>	<b>-9.27%</b>	<b>1,613,205.37</b>	<b>1,633,049.10</b>	<b>-19,843.73</b>	<b>-1.23%</b>
<b>Department: 801 - DEVELOPMENT SERVICES</b>								
51 - PERSONNEL	38,705.09	45,955.05	-7,249.96	-18.73%	101,986.00	121,930.04	-19,944.04	-19.56%
52 - CONTRACTUAL	6,207.10	39,538.62	-33,331.52	-536.99%	12,527.88	85,821.77	-73,293.89	-585.05%
53 - GENERAL SERVICES	1,938.03	856.32	1,081.71	55.81%	4,280.89	2,959.86	1,321.03	30.86%
54 - MACHINE & EQUIPMENT MAI	0.00	680.08	-680.08	0.00%	9,314.00	688.08	8,625.92	92.61%
<b>Department 801 - DEVELOPMENT SERVICES Total:</b>	<b>46,850.22</b>	<b>87,030.07</b>	<b>-40,179.85</b>	<b>-85.76%</b>	<b>128,108.77</b>	<b>211,399.75</b>	<b>-83,290.98</b>	<b>-65.02%</b>
<b>Department: 804 - GIS</b>								
51 - PERSONNEL	6,454.18	7,001.30	-547.12	-8.48%	13,658.71	19,679.32	-6,020.61	-44.08%
52 - CONTRACTUAL	0.00	0.00	0.00	0.00%	273.99	132.39	141.60	51.68%
53 - GENERAL SERVICES	0.00	13.30	-13.30	0.00%	0.00	13.30	-13.30	0.00%
54 - MACHINE & EQUIPMENT MAI	0.00	1,069.94	-1,069.94	0.00%	0.00	1,278.92	-1,278.92	0.00%
<b>Department 804 - GIS Total:</b>	<b>6,454.18</b>	<b>8,084.54</b>	<b>-1,630.36</b>	<b>-25.26%</b>	<b>13,932.70</b>	<b>21,103.93</b>	<b>-7,171.23</b>	<b>-51.47%</b>
<b>Expense Total:</b>	<b>1,575,040.29</b>	<b>1,518,800.95</b>	<b>56,239.34</b>	<b>3.57%</b>	<b>4,534,124.89</b>	<b>4,903,106.47</b>	<b>-368,981.58</b>	<b>-8.14%</b>
<b>Fund 01 Surplus (Deficit):</b>	<b>1,934,090.08</b>	<b>2,519,646.49</b>	<b>585,556.41</b>	<b>30.28%</b>	<b>1,968,834.46</b>	<b>2,143,956.23</b>	<b>175,121.77</b>	<b>8.89%</b>
<b>Fund: 02 - WATER AND WASTEWATER FUND</b>								
<b>Revenue</b>								
41 - LICENSES AND PERMITS	0.00	326.71	326.71	0.00%	0.00	1,147.97	1,147.97	0.00%
44 - CHARGES FOR SERVICES	820,403.43	1,084,424.90	264,021.47	32.18%	2,795,253.64	3,095,565.83	300,312.19	10.74%
45 - OTHER REVENUE	151,012.05	139,247.52	-11,764.53	-7.79%	382,726.25	409,783.65	27,057.40	7.07%
<b>Revenue Total:</b>	<b>971,415.48</b>	<b>1,223,999.13</b>	<b>252,583.65</b>	<b>26.00%</b>	<b>3,177,979.89</b>	<b>3,506,497.45</b>	<b>328,517.56</b>	<b>10.34%</b>

Prior-Year Comparative Income Statement

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Categor...	2022-2023	2023-2024	Dec. Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Expense</b>								
<b>Department: 000 - UTILITIES ADMINISTRATION</b>								
51 - PERSONNEL	55,752.94	63,682.38	-7,929.44	-14.22%	159,626.24	185,758.01	-26,131.77	-16.37%
52 - CONTRACTUAL	3,278.41	1,966.24	1,312.17	40.02%	7,475.34	6,380.09	1,095.25	14.65%
53 - GENERAL SERVICES	111.49	1,342.88	-1,231.39	-1,104.48%	1,084.46	1,426.99	-342.53	-31.59%
55 - CAPITAL OUTLAY	490,139.56	0.00	490,139.56	100.00%	505,384.74	-197,517.66	702,902.40	139.08%
<b>Department 000 - UTILITIES ADMINISTRATION Total:</b>	<b>549,282.40</b>	<b>66,991.50</b>	<b>482,290.90</b>	<b>87.80%</b>	<b>673,570.78</b>	<b>-3,952.57</b>	<b>677,523.35</b>	<b>100.59%</b>
<b>Department: 001 - WATER PRODUCTION</b>								
51 - PERSONNEL	21,215.17	24,271.74	-3,056.57	-14.41%	55,043.65	58,677.19	-3,633.54	-6.60%
52 - CONTRACTUAL	54,186.84	4,751.95	49,434.89	91.23%	301,949.66	103,588.58	198,361.08	65.69%
53 - GENERAL SERVICES	618.38	1,452.29	-833.91	-134.85%	3,516.13	2,149.57	1,366.56	38.87%
54 - MACHINE & EQUIPMENT MAI	1,607.79	1,518.27	89.52	5.57%	41,860.36	53,570.29	-11,709.93	-27.97%
55 - CAPITAL OUTLAY	392,915.26	44,419.61	348,495.65	88.69%	898,847.85	54,319.61	844,528.24	93.96%
<b>Department 001 - WATER PRODUCTION Total:</b>	<b>470,543.44</b>	<b>76,413.86</b>	<b>394,129.58</b>	<b>83.76%</b>	<b>1,301,217.65</b>	<b>272,305.24</b>	<b>1,028,912.41</b>	<b>79.07%</b>
<b>Department: 002 - WATER DISTRIBUTION</b>								
51 - PERSONNEL	8,526.54	10,971.89	-2,445.35	-28.68%	23,856.66	26,876.48	-3,019.82	-12.66%
52 - CONTRACTUAL	10,800.33	9,198.28	1,602.05	14.83%	23,981.91	38,733.08	-14,751.17	-61.51%
53 - GENERAL SERVICES	1,657.06	3,665.55	-2,008.49	-121.21%	17,066.11	6,627.79	10,438.32	61.16%
54 - MACHINE & EQUIPMENT MAI	4,902.74	19,638.07	-14,735.33	-300.55%	18,540.51	46,288.59	-27,748.08	-149.66%
55 - CAPITAL OUTLAY	99,993.93	44,419.61	55,574.32	55.58%	395,111.23	139,329.19	255,782.04	64.74%
<b>Department 002 - WATER DISTRIBUTION Total:</b>	<b>125,880.60</b>	<b>87,893.40</b>	<b>37,987.20</b>	<b>30.18%</b>	<b>478,556.42</b>	<b>257,855.13</b>	<b>220,701.29</b>	<b>46.12%</b>
<b>Department: 003 - CUSTOMER SERVICE</b>								
51 - PERSONNEL	15,245.59	11,974.76	3,270.83	21.45%	40,206.52	33,448.14	6,758.38	16.81%
52 - CONTRACTUAL	8,405.10	2,363.50	6,041.60	71.88%	22,108.93	4,298.50	17,810.43	80.56%
53 - GENERAL SERVICES	408.70	1,432.98	-1,024.28	-250.62%	2,154.05	2,463.66	-309.61	-14.37%
54 - MACHINE & EQUIPMENT MAI	103.87	10,782.92	-10,679.05	-10,281.17%	74,673.06	5,617.79	69,055.27	92.48%
<b>Department 003 - CUSTOMER SERVICE Total:</b>	<b>24,163.26</b>	<b>26,554.16</b>	<b>-2,390.90</b>	<b>-9.89%</b>	<b>139,142.56</b>	<b>45,828.09</b>	<b>93,314.47</b>	<b>67.06%</b>
<b>Department: 011 - WASTEWATER COLLECTION</b>								
51 - PERSONNEL	17,906.90	16,063.99	1,842.91	10.29%	66,924.47	65,134.78	1,789.69	2.67%
52 - CONTRACTUAL	117.77	117.85	-0.08	-0.07%	6,624.08	44,176.08	-37,552.00	-566.90%
53 - GENERAL SERVICES	372.12	2,260.10	-1,887.98	-507.36%	4,066.98	3,744.89	322.09	7.92%
54 - MACHINE & EQUIPMENT MAI	2,338.00	2,213.01	124.99	5.35%	8,722.21	21,563.78	-12,841.57	-147.23%
55 - CAPITAL OUTLAY	3,000.00	1,340,934.51	-1,337,934.51	-44,597.82%	39,242.75	1,829,568.43	-1,790,325.68	-4,562.18%
<b>Department 011 - WASTEWATER COLLECTION Total:</b>	<b>23,734.79</b>	<b>1,361,589.46</b>	<b>-1,337,854.67</b>	<b>-5,636.68%</b>	<b>125,580.49</b>	<b>1,964,187.96</b>	<b>-1,838,607.47</b>	<b>-1,464.09%</b>
<b>Department: 012 - WASTEWATER TREATMENT</b>								
52 - CONTRACTUAL	81,956.14	12,666.44	69,289.70	84.54%	261,515.94	55,995.95	205,519.99	78.59%
54 - MACHINE & EQUIPMENT MAI	95,998.91	77,911.35	18,087.56	18.84%	138,025.30	234,264.01	-96,238.71	-69.73%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
<b>Department 012 - WASTEWATER TREATMENT Total:</b>	<b>177,955.05</b>	<b>90,577.79</b>	<b>87,377.26</b>	<b>49.10%</b>	<b>399,541.24</b>	<b>290,259.96</b>	<b>109,281.28</b>	<b>27.35%</b>



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Categor...	2022-2023	2023-2024	Dec. Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Department: 020 - BILLING &amp; COLLECTION</b>								
51 - PERSONNEL	7,842.48	6,867.20	975.28	12.44%	20,297.39	18,946.66	1,350.73	6.65%
52 - CONTRACTUAL	16,224.95	10,774.49	5,450.46	33.59%	39,568.41	20,422.28	19,146.13	48.39%
53 - GENERAL SERVICES	26,276.27	40,252.08	-13,975.81	-53.19%	58,880.82	87,775.19	-28,894.37	-49.07%
54 - MACHINE & EQUIPMENT MAI	19,553.35	265.00	19,288.35	98.64%	24,023.23	795.00	23,228.23	96.69%
<b>Department 020 - BILLING &amp; COLLECTION Total:</b>	<b>69,897.05</b>	<b>58,158.77</b>	<b>11,738.28</b>	<b>16.79%</b>	<b>142,769.85</b>	<b>127,939.13</b>	<b>14,830.72</b>	<b>10.39%</b>
<b>Department: 901 - NON-DEPARTMENTAL</b>								
52 - CONTRACTUAL	59,916.68	68,398.15	-8,481.47	-14.16%	199,451.06	217,666.39	-18,215.33	-9.13%
56 - BANK CHARGES	4.95	0.00	4.95	100.00%	37.91	402.39	-364.48	-961.43%
<b>Department 901 - NON-DEPARTMENTAL Total:</b>	<b>59,921.63</b>	<b>68,398.15</b>	<b>-8,476.52</b>	<b>-14.15%</b>	<b>199,488.97</b>	<b>218,068.78</b>	<b>-18,579.81</b>	<b>-9.31%</b>
<b>Expense Total:</b>	<b>1,501,378.22</b>	<b>1,836,577.09</b>	<b>-335,198.87</b>	<b>-22.33%</b>	<b>3,459,867.96</b>	<b>3,172,491.72</b>	<b>287,376.24</b>	<b>8.31%</b>
<b>Fund 02 Surplus (Deficit):</b>	<b>-529,962.74</b>	<b>-612,577.96</b>	<b>-82,615.22</b>	<b>-15.59%</b>	<b>-281,888.07</b>	<b>334,005.73</b>	<b>615,893.80</b>	<b>218.49%</b>
<b>Fund: 03 - SANITARY LANDFILL FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	103,466.82	95,735.74	-7,731.08	-7.47%	298,944.69	308,252.33	9,307.64	3.11%
45 - OTHER REVENUE	6,248.03	10,093.62	3,845.59	61.55%	1,206,549.95	30,186.14	-1,176,363.81	-97.50%
<b>Revenue Total:</b>	<b>109,714.85</b>	<b>105,829.36</b>	<b>-3,885.49</b>	<b>-3.54%</b>	<b>1,505,494.64</b>	<b>338,438.47</b>	<b>-1,167,056.17</b>	<b>-77.52%</b>
<b>Expense</b>								
<b>Department: 030 - LANDFILL</b>								
51 - PERSONNEL	22,911.39	24,137.81	-1,226.42	-5.35%	69,924.43	74,244.89	-4,320.46	-6.18%
52 - CONTRACTUAL	39,538.73	80.49	39,458.24	99.80%	59,738.75	31,839.57	27,899.18	46.70%
53 - GENERAL SERVICES	12,013.01	8,700.20	3,312.81	27.58%	41,176.26	33,278.83	7,897.43	19.18%
54 - MACHINE & EQUIPMENT MAI	2,882.68	585.99	2,296.69	79.67%	54,808.81	22,756.93	32,051.88	58.48%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	1,189,831.07	0.00	1,189,831.07	100.00%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	196,619.67	196,619.67	0.00	0.00%
<b>Department 030 - LANDFILL Total:</b>	<b>77,345.81</b>	<b>33,504.49</b>	<b>43,841.32</b>	<b>56.68%</b>	<b>1,612,098.99</b>	<b>358,739.89</b>	<b>1,253,359.10</b>	<b>77.75%</b>
<b>Expense Total:</b>	<b>77,345.81</b>	<b>33,504.49</b>	<b>43,841.32</b>	<b>56.68%</b>	<b>1,612,098.99</b>	<b>358,739.89</b>	<b>1,253,359.10</b>	<b>77.75%</b>
<b>Fund 03 Surplus (Deficit):</b>	<b>32,369.04</b>	<b>72,324.87</b>	<b>39,955.83</b>	<b>123.44%</b>	<b>-106,604.35</b>	<b>-20,301.42</b>	<b>86,302.93</b>	<b>80.96%</b>
<b>Fund: 04 - AIRPORT FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	8,404.68	10,233.11	1,828.43	21.75%	52,603.93	52,258.08	-345.85	-0.66%
<b>Revenue Total:</b>	<b>8,404.68</b>	<b>10,233.11</b>	<b>1,828.43</b>	<b>21.75%</b>	<b>52,603.93</b>	<b>52,258.08</b>	<b>-345.85</b>	<b>-0.66%</b>
<b>Expense</b>								
<b>Department: 040 - AIRPORT</b>								
51 - PERSONNEL	624.73	5,821.24	-5,196.51	-831.80%	1,892.24	15,926.51	-14,034.27	-741.67%
52 - CONTRACTUAL	5,283.45	6,475.83	-1,192.38	-22.57%	17,433.76	20,935.39	-3,501.63	-20.09%
53 - GENERAL SERVICES	0.00	8.99	-8.99	0.00%	0.00	490.67	-490.67	0.00%
54 - MACHINE & EQUIPMENT MAI	0.00	387.98	-387.98	0.00%	8,026.72	6,293.35	1,733.37	21.59%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	7,860.00	-7,860.00	0.00%

Prior-Year Comparative Income Statement

For the Period Ending 12/

Item 29.

Categor...	2022-2023	2023-2024	Dec. Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Department 040 - AIRPORT Total:</b>	5,908.18	12,694.04	-6,785.86	-114.86%	27,352.72	51,505.92	-24,153.20	-88.30%
<b>Expense Total:</b>	5,908.18	12,694.04	-6,785.86	-114.86%	27,352.72	51,505.92	-24,153.20	-88.30%
<b>Fund 04 Surplus (Deficit):</b>	2,496.50	-2,460.93	-4,957.43	-198.58%	25,251.21	752.16	-24,499.05	-97.02%
<b>Fund: 05 - STORM WATER DRAINAGE FUND</b>								
<b>Revenue</b>								
41 - LICENSES AND PERMITS	0.00	3,271.07	3,271.07	0.00%	0.00	11,493.70	11,493.70	0.00%
44 - CHARGES FOR SERVICES	83,880.03	83,114.14	-765.89	-0.91%	251,847.38	249,577.11	-2,270.27	-0.90%
45 - OTHER REVENUE	3,131.97	5,896.76	2,764.79	88.28%	6,579.98	16,275.26	9,695.28	147.35%
<b>Revenue Total:</b>	<b>87,012.00</b>	<b>92,281.97</b>	<b>5,269.97</b>	<b>6.06%</b>	<b>258,427.36</b>	<b>277,346.07</b>	<b>18,918.71</b>	<b>7.32%</b>
<b>Expense</b>								
<b>Department: 050 - STORM WATER DRAINAGE</b>								
52 - CONTRACTUAL	33,572.68	16,842.12	16,730.56	49.83%	53,609.22	31,204.51	22,404.71	41.79%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	2,103.32	0.00	2,103.32	100.00%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	500.00	500.00	0.00	0.00%
<b>Department 050 - STORM WATER DRAINAGE Total:</b>	<b>33,572.68</b>	<b>16,842.12</b>	<b>16,730.56</b>	<b>49.83%</b>	<b>56,212.54</b>	<b>31,704.51</b>	<b>24,508.03</b>	<b>43.60%</b>
<b>Expense Total:</b>	<b>33,572.68</b>	<b>16,842.12</b>	<b>16,730.56</b>	<b>49.83%</b>	<b>56,212.54</b>	<b>31,704.51</b>	<b>24,508.03</b>	<b>43.60%</b>
<b>Fund 05 Surplus (Deficit):</b>	<b>53,439.32</b>	<b>75,439.85</b>	<b>22,000.53</b>	<b>41.17%</b>	<b>202,214.82</b>	<b>245,641.56</b>	<b>43,426.74</b>	<b>21.48%</b>
<b>Fund: 07 - HOTEL OCCUPANCY TAX FUND</b>								
<b>Revenue</b>								
40 - TAXES	71,381.28	43,884.33	-27,496.95	-38.52%	130,496.87	104,543.60	-25,953.27	-19.89%
45 - OTHER REVENUE	3,376.04	6,484.91	3,108.87	92.09%	8,520.67	18,262.69	9,742.02	114.33%
<b>Revenue Total:</b>	<b>74,757.32</b>	<b>50,369.24</b>	<b>-24,388.08</b>	<b>-32.62%</b>	<b>139,017.54</b>	<b>122,806.29</b>	<b>-16,211.25</b>	<b>-11.66%</b>
<b>Expense</b>								
<b>Department: 070 - TOURISM</b>								
51 - PERSONNEL	5,440.25	5,881.07	-440.82	-8.10%	14,312.09	15,227.72	-915.63	-6.40%
52 - CONTRACTUAL	4,800.79	828.60	3,972.19	82.74%	10,361.79	30,486.91	-20,125.12	-194.22%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	500.00	23.75	476.25	95.25%
58 - GRANT DISBURSEMENTS	21,559.29	779.89	20,779.40	96.38%	40,366.47	5,795.08	34,571.39	85.64%
<b>Department 070 - TOURISM Total:</b>	<b>31,800.33</b>	<b>7,489.56</b>	<b>24,310.77</b>	<b>76.45%</b>	<b>65,540.35</b>	<b>51,533.46</b>	<b>14,006.89</b>	<b>21.37%</b>
<b>Expense Total:</b>	<b>31,800.33</b>	<b>7,489.56</b>	<b>24,310.77</b>	<b>76.45%</b>	<b>65,540.35</b>	<b>51,533.46</b>	<b>14,006.89</b>	<b>21.37%</b>
<b>Fund 07 Surplus (Deficit):</b>	<b>42,956.99</b>	<b>42,879.68</b>	<b>-77.31</b>	<b>-0.18%</b>	<b>73,477.19</b>	<b>71,272.83</b>	<b>-2,204.36</b>	<b>-3.00%</b>
<b>Fund: 08 - DEBT SERVICE FUND</b>								
<b>Revenue</b>								
40 - TAXES	92,509.04	114,431.58	21,922.54	23.70%	118,980.34	144,107.65	25,127.31	21.12%
45 - OTHER REVENUE	199.71	109.52	-90.19	-45.16%	489.37	220.38	-268.99	-54.97%
<b>Revenue Total:</b>	<b>92,708.75</b>	<b>114,541.10</b>	<b>21,832.35</b>	<b>23.55%</b>	<b>119,469.71</b>	<b>144,328.03</b>	<b>24,858.32</b>	<b>20.81%</b>
<b>Fund 08 Total:</b>	<b>92,708.75</b>	<b>114,541.10</b>	<b>21,832.35</b>	<b>23.55%</b>	<b>119,469.71</b>	<b>144,328.03</b>	<b>24,858.32</b>	<b>20.81%</b>

Prior-Year Comparative Income Statement

For the Period Ending 12/31/2023

Item 29.

Categor...	2022-2023	2023-2024	Dec. Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 10 - CAPITAL PROJECTS FUND</b>								
<b>Revenue</b>								
41 - LICENSES AND PERMITS	0.00	1,772.50	1,772.50	0.00%	3,888.75	1,772.50	-2,116.25	-54.42%
44 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00%	1,006.25	0.00	-1,006.25	-100.00%
45 - OTHER REVENUE	27,682.21	30,418.97	2,736.76	9.89%	77,825.62	93,232.28	15,406.66	19.80%
<b>Revenue Total:</b>	<b>27,682.21</b>	<b>32,191.47</b>	<b>4,509.26</b>	<b>16.29%</b>	<b>82,720.62</b>	<b>95,004.78</b>	<b>12,284.16</b>	<b>14.85%</b>
<b>Expense</b>								
<b>Department: 402 - STREET MAINTENANCE</b>								
55 - CAPITAL OUTLAY	406,511.61	0.00	406,511.61	100.00%	811,039.66	0.00	811,039.66	100.00%
<b>Department 402 - STREET MAINTENANCE Total:</b>	<b>406,511.61</b>	<b>0.00</b>	<b>406,511.61</b>	<b>100.00%</b>	<b>811,039.66</b>	<b>0.00</b>	<b>811,039.66</b>	<b>100.00%</b>
<b>Expense Total:</b>	<b>406,511.61</b>	<b>0.00</b>	<b>406,511.61</b>	<b>100.00%</b>	<b>811,039.66</b>	<b>0.00</b>	<b>811,039.66</b>	<b>100.00%</b>
<b>Fund 10 Surplus (Deficit):</b>	<b>-378,829.40</b>	<b>32,191.47</b>	<b>411,020.87</b>	<b>108.50%</b>	<b>-728,319.04</b>	<b>95,004.78</b>	<b>823,323.82</b>	<b>113.04%</b>
<b>Fund: 11 - CHILD SAFETY FUND</b>								
<b>Revenue</b>								
42 - FINES AND FORFEITURES	154.55	158.94	4.39	2.84%	696.11	855.86	159.75	22.95%
45 - OTHER REVENUE	27.88	49.36	21.48	77.04%	70.60	141.28	70.68	100.11%
<b>Revenue Total:</b>	<b>182.43</b>	<b>208.30</b>	<b>25.87</b>	<b>14.18%</b>	<b>766.71</b>	<b>997.14</b>	<b>230.43</b>	<b>30.05%</b>
<b>Fund 11 Total:</b>	<b>182.43</b>	<b>208.30</b>	<b>25.87</b>	<b>14.18%</b>	<b>766.71</b>	<b>997.14</b>	<b>230.43</b>	<b>30.05%</b>
<b>Fund: 12 - COURT TECHNOLOGY FUND</b>								
<b>Revenue</b>								
42 - FINES AND FORFEITURES	812.54	1,034.60	222.06	27.33%	2,820.20	3,652.06	831.86	29.50%
45 - OTHER REVENUE	69.62	153.23	83.61	120.09%	173.42	431.24	257.82	148.67%
<b>Revenue Total:</b>	<b>882.16</b>	<b>1,187.83</b>	<b>305.67</b>	<b>34.65%</b>	<b>2,993.62</b>	<b>4,083.30</b>	<b>1,089.68</b>	<b>36.40%</b>
<b>Fund 12 Total:</b>	<b>882.16</b>	<b>1,187.83</b>	<b>305.67</b>	<b>34.65%</b>	<b>2,993.62</b>	<b>4,083.30</b>	<b>1,089.68</b>	<b>36.40%</b>
<b>Fund: 13 - PUBLIC SAFETY FUND</b>								
<b>Revenue</b>								
45 - OTHER REVENUE	312.92	253.63	-59.29	-18.95%	816.30	724.95	-91.35	-11.19%
<b>Revenue Total:</b>	<b>312.92</b>	<b>253.63</b>	<b>-59.29</b>	<b>-18.95%</b>	<b>816.30</b>	<b>724.95</b>	<b>-91.35</b>	<b>-11.19%</b>
<b>Fund 13 Total:</b>	<b>312.92</b>	<b>253.63</b>	<b>-59.29</b>	<b>-18.95%</b>	<b>816.30</b>	<b>724.95</b>	<b>-91.35</b>	<b>-11.19%</b>
<b>Fund: 20 - TAX INCREMENT FINANCING FUND</b>								
<b>Revenue</b>								
40 - TAXES	35,437.77	39,650.83	4,213.06	11.89%	110,099.52	121,560.59	11,461.07	10.41%
45 - OTHER REVENUE	1,955.57	4,570.97	2,615.40	133.74%	4,148.13	13,053.20	8,905.07	214.68%
<b>Revenue Total:</b>	<b>37,393.34</b>	<b>44,221.80</b>	<b>6,828.46</b>	<b>18.26%</b>	<b>114,247.65</b>	<b>134,613.79</b>	<b>20,366.14</b>	<b>17.83%</b>
<b>Fund 20 Total:</b>	<b>37,393.34</b>	<b>44,221.80</b>	<b>6,828.46</b>	<b>18.26%</b>	<b>114,247.65</b>	<b>134,613.79</b>	<b>20,366.14</b>	<b>17.83%</b>
<b>Fund: 79 - SEDA</b>								
<b>Revenue</b>								
40 - TAXES	59,589.44	58,567.51	-1,021.93	-1.71%	200,117.08	203,273.64	3,156.56	1.58%

Prior-Year Comparative Income Statement

For the Period Ending 12/

Item 29.

Categor...	2022-2023		2023-2024		Dec. Variance		YTD Variance	
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
45 - OTHER REVENUE	4,203.04	5,255.04	1,052.00	25.03%	10,831.32	15,964.05	5,132.73	47.39%
<b>Revenue Total:</b>	<b>63,792.48</b>	<b>63,822.55</b>	<b>30.07</b>	<b>0.05%</b>	<b>210,948.40</b>	<b>219,237.69</b>	<b>8,289.29</b>	<b>3.93%</b>
<b>Expense</b>								
<b>Department: 790 - SEDA</b>								
51 - PERSONNEL	22,801.76	24,337.82	-1,536.06	-6.74%	59,965.44	67,949.42	-7,983.98	-13.31%
52 - CONTRACTUAL	1,376.91	1,206.22	170.69	12.40%	11,688.74	7,529.57	4,159.17	35.58%
53 - GENERAL SERVICES	505.39	585.82	-80.43	-15.91%	1,044.47	1,039.73	4.74	0.45%
54 - MACHINE & EQUIPMENT MAI	25.00	25.00	0.00	0.00%	189.00	1,122.95	-933.95	-494.15%
56 - BANK CHARGES	30.61	0.00	30.61	100.00%	60.72	0.00	60.72	100.00%
58 - GRANT DISBURSEMENTS	30,000.00	75,094.95	-45,094.95	-150.32%	31,738.71	75,094.95	-43,356.24	-136.60%
<b>Department 790 - SEDA Total:</b>	<b>54,739.67</b>	<b>101,249.81</b>	<b>-46,510.14</b>	<b>-84.97%</b>	<b>104,687.08</b>	<b>152,736.62</b>	<b>-48,049.54</b>	<b>-45.90%</b>
<b>Expense Total:</b>	<b>54,739.67</b>	<b>101,249.81</b>	<b>-46,510.14</b>	<b>-84.97%</b>	<b>104,687.08</b>	<b>152,736.62</b>	<b>-48,049.54</b>	<b>-45.90%</b>
<b>Fund 79 Surplus (Deficit):</b>	<b>9,052.81</b>	<b>-37,427.26</b>	<b>-46,480.07</b>	<b>-513.43%</b>	<b>106,261.32</b>	<b>66,501.07</b>	<b>-39,760.25</b>	<b>-37.42%</b>
<b>Total Surplus (Deficit):</b>	<b>1,297,092.20</b>	<b>2,250,428.87</b>	<b>953,336.67</b>	<b>73.50%</b>	<b>1,497,521.53</b>	<b>3,221,580.15</b>	<b>1,724,058.62</b>	<b>115.13%</b>

Prior-Year Comparative Income Statement

For the Period Ending 12/31/2023

Item 29.

Fund Summary

Fund	2022-2023		2023-2024		Dec. Variance		2022-2023		2023-2024		YTD Variance	
	Dec. Activity	Dec. Activity	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	1,934,090.08	2,519,646.49	1,934,090.08	2,519,646.49	585,556.41	30.28%	1,968,834.46	2,143,956.23	1,968,834.46	2,143,956.23	175,121.77	8.89%
02 - WATER AND WASTEWA...	-529,962.74	-612,577.96	-529,962.74	-612,577.96	-82,615.22	-15.59%	-281,888.07	334,005.73	-281,888.07	334,005.73	615,893.80	218.49%
03 - SANITARY LANDFILL FU...	32,369.04	72,324.87	32,369.04	72,324.87	39,955.83	123.44%	-106,604.35	-20,301.42	-106,604.35	-20,301.42	86,302.93	80.96%
04 - AIRPORT FUND	2,496.50	-2,460.93	2,496.50	-2,460.93	-4,957.43	-198.58%	25,251.21	752.16	25,251.21	752.16	-24,499.05	-97.02%
05 - STORM WATER DRAINA...	53,439.32	75,439.85	53,439.32	75,439.85	22,000.53	41.17%	202,214.82	245,641.56	202,214.82	245,641.56	43,426.74	21.48%
07 - HOTEL OCCUPANCY TAX ...	42,956.99	42,879.68	42,956.99	42,879.68	-77.31	-0.18%	73,477.19	71,272.83	73,477.19	71,272.83	-2,204.36	-3.00%
08 - DEBT SERVICE FUND	92,708.75	114,541.10	92,708.75	114,541.10	21,832.35	23.55%	119,469.71	144,328.03	119,469.71	144,328.03	24,858.32	20.81%
10 - CAPITAL PROJECTS FUND	-378,829.40	32,191.47	-378,829.40	32,191.47	411,020.87	108.50%	-728,319.04	95,004.78	-728,319.04	95,004.78	823,323.82	113.04%
11 - CHILD SAFETY FUND	182.43	208.30	182.43	208.30	25.87	14.18%	766.71	997.14	766.71	997.14	230.43	30.05%
12 - COURT TECHNOLOGY F...	882.16	1,187.83	882.16	1,187.83	305.67	34.65%	2,993.62	4,083.30	2,993.62	4,083.30	1,089.68	36.40%
13 - PUBLIC SAFETY FUND	312.92	253.63	312.92	253.63	-59.29	-18.95%	816.30	724.95	816.30	724.95	-91.35	-11.19%
20 - TAX INCREMENT FINANC...	37,393.34	44,221.80	37,393.34	44,221.80	6,828.46	18.26%	114,247.65	134,613.79	114,247.65	134,613.79	20,366.14	17.83%
79 - SEDA	9,052.81	-37,427.26	9,052.81	-37,427.26	-46,480.07	-513.43%	106,261.32	66,501.07	106,261.32	66,501.07	-39,760.25	-37.42%
<b>Total Surplus (Deficit):</b>	<b>1,297,092.20</b>	<b>2,250,428.87</b>	<b>1,297,092.20</b>	<b>2,250,428.87</b>	<b>953,336.67</b>	<b>73.50%</b>	<b>1,497,521.53</b>	<b>3,221,580.15</b>	<b>1,497,521.53</b>	<b>3,221,580.15</b>	<b>1,724,058.62</b>	<b>115.13%</b>

# STAFF REPORT

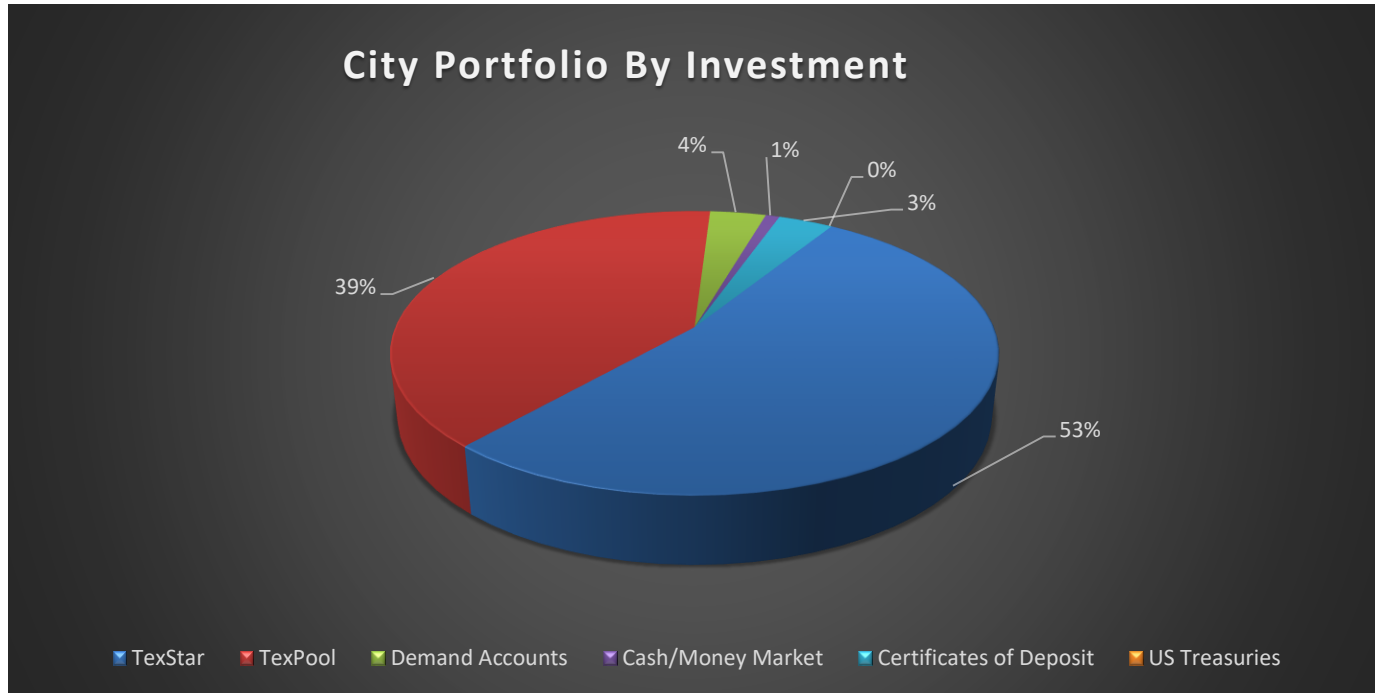


**SUBJECT:** Quarterly Investment Report for the Period Ending December 31, 2023  
**DEPARTMENT:** Finance  
**STAFF CONTACT:** Monica Harris

## BACKGROUND:

The City of Stephenville’s total market value of cash and investments on December 31, 2023, was \$56,340,019. This is allocated 4% in demand accounts, 1% in cash/money market accounts, 3% in Certificates of Deposits, 53% in TexStar investment pool, and 39% in TexPool investment pool.

We earned \$733,161K in interest for the quarter. The average yield to maturity for all account types for the quarter was 5.13%. The average yield to maturity for investment accounts for the quarter was 5.38%. The average yield to maturity for a 3-month treasury bill for the quarter was 5.28%. The weighted average maturity in days of the portfolio was 6.26 days.





**Quarterly Investment Report  
For the Quarter Ending  
December 31, 2023**

City of Stephenville, Texas  
Quarterly Investment Report  
December 31, 2023  
Portfolio Summary Management Report

<u>Portfolio as of September 30, 2023:</u>		<u>Portfolio as of December 31, 2023</u>	
Beginning Book Value	\$ 58,552,405	Ending Book Value	\$ 56,340,357
Beginning Market Value	\$ 58,553,130	Ending Market Value	\$ 56,340,019
		Total Income for Quarter	\$ 733,161
		Change in Book Value	\$ (2,212,047)
		Change in Market Value	\$ (2,213,111)
		Net Change in Value	\$ (1,063)

<b>Average Yield to Maturity for period - Total</b>	5.13%
<b>Average Yield to Maturity for period - Non-Demand</b>	5.38%
<b>3 Month Treasury Average October - December 2023</b>	5.28%
<b>Weighted Average Maturity in Days</b>	6.26

*/s/ Monica D. Harris*

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

*/s/ Rebecca Pingleton*

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Rebecca Pingleton  
Assistant Director of Finance  
City of Stephenville



City of Stephenville, TX  
Investment Report  
12/31/2023

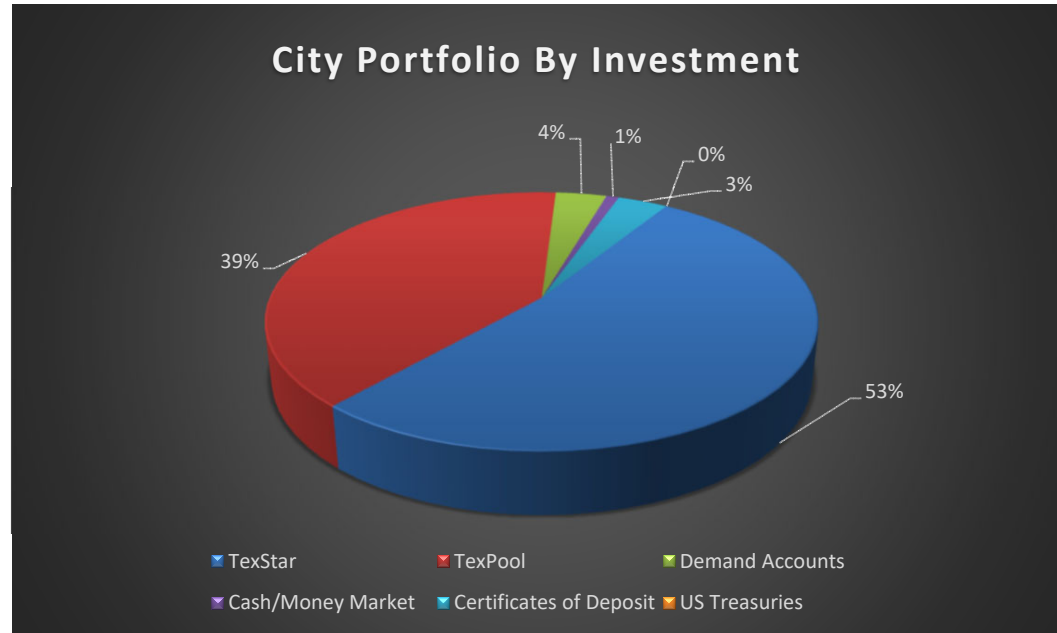
Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Accrued Interest Purchased	Interest Earned October 2023	Interest Earned November 2023	Interest Earned December 2023	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
<b>Pooled Cash</b>																	
12/31/2023	1/1/2024	N/A	Demand	1,759,210.03	1.500%	100.000	1.500%	1,759,210.03		2,502.46	2,616.51	2,949.00	8,067.97	1,759,210.03	8,067.97	100.0000	1,759,210.03
<b>Sub Total</b>				<b>1,759,210.03</b>				<b>1,759,210.03</b>		<b>2,502.46</b>	<b>2,616.51</b>	<b>2,949.00</b>	<b>8,067.97</b>	<b>1,759,210.03</b>	<b>8,067.97</b>		<b>1,759,210.03</b>
<b>General Fund</b>																	
12/31/2023	1/1/2024	N/A	Texpool	6,145,065.16	5.370%	100.000	5.370%	6,145,065.16		22,713.90	22,136.99	23,952.24	68,803.13	6,145,065.16	68,803.13	100.0000	6,145,065.16
12/31/2023	1/1/2024	N/A	TexSTAR	4,547,007.36	5.338%	100.000	5.338%	4,547,007.36		20,280.37	19,745.66	20,520.60	60,546.63	4,547,007.36	60,546.63	100.0000	4,547,007.36
12/31/2023	1/1/2024	N/A	Pershing	497,196.73	0.000%	100.000	0.000%	497,196.73		-	-	-	-	497,196.73	-	100.0000	497,196.73
2/15/2023	10/16/2023	23322GE86	CD	-	4.600%	100.000	4.600%	-		463.15	-	-	463.15	-	463.15	-	-
2/17/2023	11/17/2023	92023CAC7	CD	-	4.850%	100.000	4.850%	-		1,009.20	520.88	-	1,530.08	-	1,530.08	-	-
2/23/2023	2/23/2024	130162AV2	CD	245,000.00	4.950%	100.000	4.950%	245,000.00		1,030.00	996.78	1,030.01	3,056.79	245,000.00	3,056.79	99.9360	244,843.20
8/14/2023	1/16/2024	06418CKJ4	CD	245,000.00	5.100%	100.000	5.100%	245,000.00		1,061.22	1,026.99	1,061.22	3,149.43	245,000.00	3,149.43	99.9960	244,990.20
8/15/2023	3/15/2024	36733QAA8	CD	245,000.00	5.200%	100.000	5.200%	245,000.00		1,082.03	1,047.12	1,082.03	3,211.18	245,000.00	3,211.18	99.9770	244,943.65
8/16/2023	5/16/2024	75524KQX5	CD	245,000.00	5.250%	100.000	5.250%	245,000.00		1,092.43	1,057.19	1,092.43	3,242.05	245,000.00	3,242.05	100.0040	245,009.80
12/29/2023	4/29/2024	163897AT8	CD	245,000.00	5.250%	100.000	5.250%	245,000.00		-	-	-	-	245,000.00	-	100.0250	245,061.25
12/29/2023	6/28/2024	201313BR3	CD	245,000.00	5.050%	100.000	5.050%	245,000.00		-	-	-	-	245,000.00	-	100.0000	245,000.00
12/29/2023	9/30/2024	843879ET0	CD	245,000.00	5.000%	100.000	5.000%	245,000.00		-	-	-	-	245,000.00	-	99.9240	244,813.80
12/28/2023	12/27/2024	89841MAX5	CD	245,000.00	5.150%	100.000	5.150%	245,000.00		-	-	138.27	138.27	245,000.00	138.27	100.0000	245,000.00
2/9/2023	12/15/2023	91282CBA8	US Treasury	-	0.125%	96.194	0.125%	96,193.75	19.23	10.58	10.25	4.78	25.61	-	25.61	0.0000	-
<b>Sub Total</b>				<b>13,149,269.25</b>				<b>13,245,482.23</b>		<b>48,742.88</b>	<b>46,541.86</b>	<b>48,881.58</b>	<b>144,166.32</b>	<b>13,149,269.25</b>	<b>144,166.32</b>		<b>13,148,931.15</b>
<b>Water/Wastewater</b>																	
12/31/2023	1/1/2024	N/A	Texpool	3,262,951.41	5.370%	100.000	5.370%	3,262,951.41		22,526.38	22,902.45	16,711.61	62,140.44	3,262,951.41	62,140.44	100.0000	3,262,951.41
12/31/2023	1/1/2024	N/A	TexSTAR	2,697,252.35	5.338%	100.000	5.338%	2,697,252.35		13,090.63	11,712.96	12,172.69	36,976.28	2,697,252.35	36,976.28	100.0000	2,697,252.35
12/31/2023	1/1/2024	N/A	TexSTAR	8,775,345.62	5.338%	100.000	5.338%	8,775,345.62		42,316.14	38,107.48	39,603.06	120,026.68	8,775,345.62	120,026.68	100.0000	8,775,345.62
12/31/2023	1/1/2024	N/A	TexSTAR	12,470,735.31	5.338%	100.000	5.338%	12,470,735.31		60,021.41	56,972.35	56,284.71	173,278.47	12,470,735.31	173,278.47	100.0000	12,470,735.31
<b>Sub Total</b>				<b>27,206,284.69</b>				<b>27,206,284.69</b>		<b>137,954.56</b>	<b>129,695.24</b>	<b>124,772.07</b>	<b>392,421.87</b>	<b>27,206,284.69</b>	<b>392,421.87</b>		<b>27,206,284.69</b>
<b>Landfill</b>																	
12/31/2023	1/1/2024	N/A	Texpool	2,176,918.22	5.370%	100.000	5.370%	2,176,918.22		10,190.20	9,902.32	9,713.62	29,806.14	2,176,918.22	29,806.14	100.0000	2,176,918.22
<b>Sub Total</b>				<b>2,176,918.22</b>				<b>2,176,918.22</b>		<b>10,190.20</b>	<b>9,902.32</b>	<b>9,713.62</b>	<b>29,806.14</b>	<b>2,176,918.22</b>	<b>29,806.14</b>		<b>2,176,918.22</b>
<b>Storm Drainage</b>																	
12/31/2023	1/1/2024	N/A	Texpool	971,386.96	5.370%	100.000	5.370%	971,386.96		3,469.43	3,381.33	4,090.53	10,941.29	971,386.96	10,941.29	100.0000	971,386.96
12/31/2023	1/1/2024	N/A	Texpool	397,869.88	5.370%	100.000	5.370%	397,869.88		1,786.57	1,741.17	1,806.23	5,333.97	397,869.88	5,333.97	100.0000	397,869.88
12/31/2023	1/1/2024	N/A	Demand	70,160.00	0.000%	100.000	0.000%	70,160.00		-	-	-	-	70,160.00	-	100.0000	70,160.00
<b>Sub Total</b>				<b>1,439,416.84</b>				<b>1,439,416.84</b>		<b>5,256.00</b>	<b>5,122.50</b>	<b>5,896.76</b>	<b>16,275.26</b>	<b>1,439,416.84</b>	<b>16,275.26</b>		<b>1,439,416.84</b>
<b>Hotel Occupancy Tax</b>																	
12/31/2023	1/1/2024	N/A	Texpool	1,420,025.80	5.370%	100.000	5.370%	1,420,025.80		5,718.41	5,573.21	6,211.02	17,502.64	1,420,025.80	17,502.64	100.0000	1,420,025.80
12/31/2023	1/1/2024	N/A	Texpool	60,329.40	5.370%	100.000	5.370%	60,329.40		274.93	264.72	273.89	813.54	60,329.40	813.54	100.0000	60,329.40
<b>Sub Total</b>				<b>1,480,355.20</b>				<b>1,480,355.20</b>		<b>5,993.34</b>	<b>5,837.93</b>	<b>6,484.91</b>	<b>18,316.18</b>	<b>1,480,355.20</b>	<b>18,316.18</b>		<b>1,480,355.20</b>
<b>Child Safety</b>																	
12/31/2023	1/1/2024	N/A	Texpool	11,154.31	5.370%	100.000	5.370%	11,154.31		46.58	45.34	49.36	141.28	11,154.31	141.28	100.0000	11,154.31
<b>Sub Total</b>				<b>11,154.31</b>				<b>11,154.31</b>		<b>46.58</b>	<b>45.34</b>	<b>49.36</b>	<b>141.28</b>	<b>11,154.31</b>	<b>141.28</b>		<b>11,154.31</b>
<b>Court Technology</b>																	
12/31/2023	1/1/2024	N/A	Texpool	35,056.47	5.370%	100.000	5.370%	35,056.47		140.78	137.23	153.23	431.24	35,056.47	431.24	100.0000	35,056.47
<b>Sub Total</b>				<b>35,056.47</b>				<b>35,056.47</b>		<b>140.78</b>	<b>137.23</b>	<b>153.23</b>	<b>431.24</b>	<b>35,056.47</b>	<b>431.24</b>		<b>35,056.47</b>
<b>Public Safety</b>																	
12/31/2023	1/1/2024	N/A	Texpool	57,357.61	5.370%	100.000	5.370%	57,357.61		238.68	232.64	253.63	724.95	57,357.61	724.95	100.0000	57,357.61
<b>Sub Total</b>				<b>57,357.61</b>				<b>57,357.61</b>		<b>238.68</b>	<b>232.64</b>	<b>253.63</b>	<b>724.95</b>	<b>57,357.61</b>	<b>724.95</b>		<b>57,357.61</b>
<b>SEDA</b>																	
12/31/2023	1/1/2024	N/A	Texpool	1,130,093.35	5.370%	100.000	5.370%	1,130,093.35		5,423.37	5,285.64	5,255.04	15,964.05	1,130,093.35	15,964.05	100.0000	1,130,093.35
<b>Sub Total</b>				<b>1,130,093.35</b>				<b>1,130,093.35</b>		<b>5,423.37</b>	<b>5,285.64</b>	<b>5,255.04</b>	<b>15,964.05</b>	<b>1,130,093.35</b>	<b>15,964.05</b>		<b>1,130,093.35</b>
<b>Debt Service</b>																	
12/31/2023	1/1/2024	N/A	Demand	120,586.39	1.500%	100.000	1.500%	120,586.39		46.50	64.36	109.52	220.38	120,586.39	220.38	100.0000	120,586.39
<b>Sub Total</b>				<b>120,586.39</b>				<b>120,586.39</b>		<b>46.50</b>	<b>64.36</b>	<b>109.52</b>	<b>220.38</b>	<b>120,586.39</b>	<b>220.38</b>		<b>120,586.39</b>
<b>Employee Benefit</b>																	
12/31/2023	1/1/2024	N/A	Demand	47,087.89	1.500%	100.000	1.500%	47,087.89		37.30	49.81	52.43	139.54	47,087.89	139.54	100.0000	47,087.89
<b>Sub Total</b>				<b>47,087.89</b>				<b>47,087.89</b>		<b>37.30</b>	<b>49.81</b>	<b>52.43</b>	<b>139.54</b>	<b>47,087.89</b>	<b>139.54</b>		<b>47,087.89</b>

City of Stephenville, TX  
 Investment Report  
 12/31/2023

Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Accrued Interest Purchased	Interest Earned October 2023	Interest Earned November 2023	Interest Earned December 2023	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
<b>Capital Projects</b>																	
12/31/2023	1/1/2024	N/A	Texpool	5,518,740.02	5.370%	100.0000	5.370%	5,518,740.02		27,174.14	25,481.06	25,123.23	77,778.43	5,518,740.02	77,778.43	100.0000	5,518,740.02
12/31/2023	1/1/2024	N/A	TexSTAR	1,174,404.74	5.338%	100.0000	5.338%	1,174,404.74		4,984.23	5,374.04	5,295.74	15,654.01	1,174,404.74	15,654.01	100.0000	1,174,404.74
<b>Sub Total</b>				<u>6,693,144.76</u>				<u>6,693,144.76</u>		<u>32,158.37</u>	<u>30,855.10</u>	<u>30,418.97</u>	<u>93,432.44</u>	<u>6,693,144.76</u>	<u>93,432.44</u>		<u>6,693,144.76</u>
<b>Tax Increment Financing</b>																	
12/31/2023	1/1/2024	N/A	Texpool	1,034,422.22	5.370%	100.0000	5.370%	1,034,422.22		4,295.68	4,186.55	4,570.97	13,053.20	1,034,422.22	13,053.20	100.0000	1,034,422.22
<b>Sub Total</b>				<u>1,034,422.22</u>				<u>1,034,422.22</u>		<u>4,295.68</u>	<u>4,186.55</u>	<u>4,570.97</u>	<u>13,053.20</u>	<u>1,034,422.22</u>	<u>13,053.20</u>		<u>1,034,422.22</u>
<b>Grand Total</b>				<u>56,340,357.23</u>				<u>56,436,570.21</u>		<u>253,026.70</u>	<u>240,573.03</u>	<u>239,561.09</u>	<u>733,160.82</u>	<u>56,340,357.23</u>	<u>733,160.82</u>		<u>56,340,019.13</u>

**City of Stephenville  
Investment Diversification  
For Month Ending December 31, 2023**

<u>Investments</u>	<u>Par Value</u>	<u>Market Value</u>	<u>% of Portfolio</u>	<u>Avg Yield</u>
TexStar	29,664,745.38	29,664,745.38	52.65%	5.37%
TexPool	22,221,370.81	22,221,370.81	39.44%	5.42%
Demand Accounts	1,997,044.31	1,997,044.31	3.54%	1.19%
Cash/Money Market	497,196.73	497,196.73	0.88%	0.00%
Certificates of Deposit	1,960,000.00	1,959,661.90	3.48%	5.21%
US Treasuries	0.00	0.00	0.00%	0.08%
	<b>56,340,357.23</b>	<b>56,340,019.13</b>	<b>100.00%</b>	



City of Stephenville, TX

**Consolidated Yield Worksheet**

For the Quarter Ending December 31, 2023

<b><u>October</u></b>	<b><u>Average Monthly Balance</u></b>	<b><u>Net Monthly Earnings</u></b>	<b><u>Average Monthly Rate</u></b>
Brokered CD's	1,223,677.00	5,738.03	5.63%
US Treasuries	99,367.00	10.58	0.13%
Cash/Money Market	1,119,043.09	-	0.00%
Demand - Operating	1,956,501.41	2,502.46	1.53%
Demand - Others	138,585.86	83.80	0.73%
Texpool	22,887,460.71	103,999.05	5.45%
TexSTAR	31,125,512.25	140,692.78	5.42%
<b><i>Totals for October</i></b>	<b>58,550,147.32</b>	<b>253,026.70</b>	<b>5.19%</b>
<b><u>November</u></b>			
Brokered CD's	979,203.75	4,648.96	5.70%
US Treasuries	99,800.00	10.25	0.12%
Cash/Money Market	1,374,963.26	-	0.00%
Demand - Operating	2,067,308.77	2,616.51	1.52%
Demand - Others	163,789.66	114.17	0.84%
Texpool	22,873,774.86	101,270.65	5.31%
TexSTAR	30,108,256.40	131,912.49	5.26%
<b><i>Totals for November</i></b>	<b>57,667,096.70</b>	<b>240,573.03</b>	<b>5.01%</b>
<b><u>December</u></b>			
Brokered CD's	1,224,786.85	4,403.96	4.31%
US Treasuries	-	4.78	0.00%
Cash/Money Market	497,196.73	-	0.00%
Demand - Operating	2,311,688.30	2,949.00	1.53%
Demand - Others	199,215.67	161.95	0.98%
Texpool	21,457,725.51	98,164.60	5.49%
TexSTAR	29,530,868.58	133,876.80	5.44%
<b><i>Totals for December</i></b>	<b>55,221,481.64</b>	<b>239,561.09</b>	<b>5.21%</b>



## REGULAR CITY COUNCIL MEETING

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

### MINUTES

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

**COUNCIL PRESENT:** Mayor Doug Svien  
Council Member LeAnn Durfey  
Council Member Lon Reisman  
Council Member Bob Newby  
Council Member Maddie Smith  
Council Member David Baskett  
Council Member Brandon Greenhaw  
Council Member Mark McClinton

**COUNCIL ABSENT:** Council Member Justin Haschke

**OTHERS ATTENDING:** Jason M. King, City Manager  
Randy Thomas, City Attorney  
Sarah Lockenour, City Secretary

### CALL TO ORDER

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

### PLEDGES OF ALLEGIANCE

Council Member Brandon Greenhaw led the pledges to the flags of the United States and the State of Texas.

### INVOCATION

Invocation voiced by Mayor Doug Svien.

### PRESENTATIONS AND RECOGNITIONS

Presentation of the West End Cemetery Historical Designation

Marla Bush and friends received this Historical Designation from the Texas Historical Commission. Marla gave a brief history of the West End Cemetery and recognized and thanked all that helped her with this designation.

### **CITIZENS GENERAL DISCUSSION**

No one addressed the Council at this time.

### **PLANNING AND ZONING COMMISSION**

Steve Killen, Director of Development Services

#### **1. Case No.: AS2023-002**

##### **Abandonment of a Portion of Saint Felix Street, from West Turner Street to West Tarleton Street of the Groesbeck & McClelland Addition of the City of Stephenville**

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

The City has previously abandoned streets near and through the Tarleton State University Campus for campus expansion or improvements. Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative.

On November 7, 2023, the Stephenville City Council initiated the abandonment and sale of the portion of Saint Felix Street, from West Turner Street to West Tarleton Street, in the City of Stephenville; through Resolution 2023-R-16.

The Planning and Zoning Commission convened on December 20, 2023, and by a vote of 6:1 recommended the City Council abandon the street as presented.

#### **2. PUBLIC HEARING Case No.: AS2023-002**

The Mayor opened a Public Hearing for Case No. AS2023-002 at 5:40 PM.

No one spoke in favor or against.

The Public Hearing closed at 5:40 PM.

#### **3. Consider Approval of Ordinance Abandoning Portion of Saint Felix Street, from West Turner Street to West Tarleton Street of the Groesbeck & McClelland Addition of the City of Stephenville**

MOTION by David Baskett, second by LeAnn Durfey, to approve Case No. AS2023-002 as presented. MOTION CARRIED unanimously, with Council Member Reisman abstaining due to a conflict of interest.

#### **4. Case No.: AS2023-003**

##### **Abandonment of a Portion of Saint Peter Street, from West Washington Street to West Tarleton Street of the Groesbeck & McClelland Addition of the City of Stephenville**

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

The City has previously abandoned streets near and through the Tarleton State University Campus for campus expansion or improvements. Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative.

On November 7, 2023, the Stephenville City Council initiated the abandonment and sale of the portion of Saint Peter Street, from West Washington Street to West Tarleton Street, in the City of Stephenville; through Resolution 2023-R-15.

The Planning and Zoning Commission convened on December 20, 2023, and by a vote of 6:1 recommended the City Council abandon the street as presented.

**5. PUBLIC HEARING Case No.: AS2023-003**

The Mayor opened a Public Hearing for Case No. AS2023-003 at 5:41 PM.

No one spoke in favor or against.

The Public Hearing closed at 5:41 PM.

**6. Consider Approval of Ordinance Abandoning of a Portion of Saint Peter Street, from West Washington Street to West Tarleton Street of the Groesbeck & McClelland Addition of the City of Stephenville**

MOTION by David Baskett, second by LeAnn Durfey, to approve Case No. AS2023-003 as presented. MOTION CARRIED unanimously, with Council Member Reisman abstaining due to a conflict of interest.

**7. Case No.: AS2023-004**

**Abandonment of a Portion of Jones Street, from North Cain Street to North Lillian Street of the College Heights Addition of the City of Stephenville**

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

The City has previously abandoned streets near and through the Tarleton State University Campus for campus expansion or improvements. Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative.

On November 7, 2023, the Stephenville City Council initiated the abandonment and sale of the portion of Jones Street, from North Cain Street to North Lillian Street, in the City of Stephenville; through Resolution 2023-R-18.

The Planning and Zoning Commission convened on December 20, 2023, and by a vote of 6:1, recommended the City Council abandon the street as presented.

**8. PUBLIC HEARING Case No.: AS2023-004**

The Mayor opened a Public Hearing for Case No. AS2023-004 at 5:41 PM.

No one spoke in favor or against.

The Public Hearing closed at 5:41 PM.

**9. Consider Approval of Ordinance Abandoning a Portion of Jones Street, from North Cain Street to North Lillian Street of the College Heights Addition of the City of Stephenville**

MOTION by David Baskett, second by LeAnn Durfey, to approve Case No. AS2023-004 as presented. MOTION CARRIED unanimously, with Council Member Reisman abstaining due to a conflict of interest.

**10. Case No.: AS2023-005**

**Abandonment of a Portion of Cain Street, from West Jones Street to West Vanderbilt Street of the College Heights Addition of the City of Stephenville**

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

The City has previously abandoned streets near and through the Tarleton State University Campus for campus expansion or improvements. Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative.

On November 7, 2023, the Stephenville City Council initiated the abandonment and sale of the portion of Cain Street, from West Jones Street to West Vanderbilt Street, in the City of Stephenville; through Resolution 2023-R-19.

The Planning and Zoning Commission convened on December 20, 2023, and by a vote of 5:2, recommended the City Council abandon the street as presented.

**11. PUBLIC HEARING Case No.: AS2023-005**

The Mayor opened a Public Hearing for Case No. AS2023-005 at 5:43 PM.

No one spoke in favor or against.

The Public Hearing closed at 5:43 PM.

**12. Consider Approval of Ordinance Abandoning a Portion of Cain Street, from West Jones Street to West Vanderbilt Street of the College Heights Addition of the City of Stephenville**

MOTION by David Baskett, second by LeAnn Durfey, to approve Case No. AS2023-005 as presented. MOTION CARRIED unanimously, with Council Member Reisman abstaining due to a conflict of interest.

**13. Case No.: AS2023-006**

**Abandonment of a Portion of Vanderbilt Street, from North Cain Street to North Neblett Street of the College Heights Addition of the City of Stephenville**

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

The City has previously abandoned streets near and through the Tarleton State University Campus for campus expansion or improvements. Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative.

On November 7, 2023, the Stephenville City Council initiated the abandonment and sale of the portion of Vanderbilt Street, from North Cain Street to North Neblett Street, in the City of Stephenville; through Resolution 2023-R-20.

The Planning and Zoning Commission convened on December 20, 2023, and by a vote of 4:3, recommended the City Council NOT abandon the street as initiated.

**14. PUBLIC HEARING Case No.: AS2023-006**

The Mayor opened a Public Hearing for Case No. AS2023-006 at 5:44 PM.

No one spoke in favor or against.

The Public Hearing closed at 5:44 PM.

**15. Consider Approval of Ordinance Abandoning a Portion of Vanderbilt Street, from North Cain Street to North Neblett Street of the College Heights Addition of the City of Stephenville**

MOTION by David Baskett, second by LeAnn Durfey, to approve Case No. AS2023-006 as presented. MOTION CARRIED 6:1, with Council Member Reisman abstaining due to a conflict of interest and Council Member McClinton voting no.

**16. Case No.: AS2023-007**

**Abandonment of a Portion of Neblett Street, from West Jones Street to West Vanderbilt Street of the College Heights Addition of the City of Stephenville**

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



The City has previously abandoned streets near and through the Tarleton State University Campus for campus expansion or improvements. Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative.

On November 7, 2023, the Stephenville City Council initiated the abandonment and sale of the portion of Neblett Street, from West Jones Street to West Vanderbilt Street, in the City of Stephenville; through Resolution 2023-R-21.

The Planning and Zoning Commission convened on December 20, 2023, and by a vote of 4:3, recommended the City Council NOT abandon the street as presented.

**17. PUBLIC HEARING Case No.: AS2023-007**

The Mayor opened a Public Hearing for Case No. AS2023-006 at 5:44 PM.

No one spoke in favor or against.

The Public Hearing closed at 5:44 PM.

**18. Consider Approval of Ordinance Abandoning a Portion of Neblett Street, from West Jones Street to West Vanderbilt Street of the College Heights Addition of the City of Stephenville**

MOTION by David Baskett, second by Bob Newby, to approve Case No. AS2023-007 as presented. MOTION CARRIED 6:1, with Council Member Reisman abstaining due to a conflict of interest and Council Member McClinton voting no.

**19. Case No.: RZ2023-008**

**Applicant Kimberly Hammon is Requesting a Rezone for Property Located at 252 E Tarleton, being Parcel R29602, Acres 0.227, S2600 CITY ADDITION; BLOCK 63; LOT 22 of the City of Stephenville, Erath County, Texas from Neighborhood Business (B-1) to Central Business District (B-3)**

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

The property has current zoning of B-1, Neighborhood Business. The Future Land Use for this property is designated as B-3, Central Business District. The applicant is requesting a rezone to Central Business District (B-3) which will allow her to market the current dwelling that is on the property as either a Bed and Breakfast or a rental unit.

The Planning and Zoning Commission convened on December 20, 2023, and by a unanimous vote of 7:0, recommended the City Council approve the rezone request.

**20. PUBLIC HEARING Case No.: RZ2023-008**

The Mayor opened a Public Hearing for Case No. RZ2023-008 at 5:47 PM.

No one spoke in favor or against.

The Public Hearing closed at 5:47 PM.

**21. Consider Approval of Ordinance Rezoning a Property Located at 252 E Tarleton, being Parcel R29602, Acres 0.227, S2600 CITY ADDITION; BLOCK 63; LOT 22 of the City of Stephenville, Erath County, Texas from Neighborhood Business (B-1) to Central Business District (B-3)**

MOTION by Mark McClinton, second by LeAnn Durfey, to approve Ordinance No. 2024-O-07 rezoning a property located at 252 E Tarleton, being Parcel R29602, Acres 0.227, S2600 CITY ADDITION; BLOCK 63; LOT 22 of the City of Stephenville, Erath County, Texas from Neighborhood Business (B-1) to Central Business District (B-3). MOTION CARRIED unanimously.

**22. Case No.: SV2023-003**

**Applicant Niraj Patel, Representing DNJ's Investment, LLC, is Requesting an Appeal for a Subdivision Waiver Denial Regarding Section 155.6.11 – Sidewalk Requirements, to be Constructed at 3015 Northwest Loop, Parcel R63719, Acres 2.730, S2600 CITY ADDITION;, BLOCK 161;, LOT 1; of the City of Stephenville, Erath County, Texas**

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

On October 9, 2023, Niraj Patel representing DNJ Investment, LLC submitted Minor Subdivision Waiver requests from Subdivision Ordinance Sec. 155.6.11. – Sidewalks and Sec. 155.6.04(M) – Curb & Gutter. On October 19, 2023, Mr. Patel was informed that the Curb and Gutter waiver request was approved, but the Sidewalk waiver request was denied. Subsequently on November 21, 2023, Mr. Patel submitted a letter to the City Manager requesting an appeal to the Minor Subdivision Waiver denial. Section (J) of the Sidewalk Subdivision Ordinance Sec. 155.6.11. allows for an appeal to be submitted within thirty (30) calendar days following the denial decision.

The Planning and Zoning Commission convened on December 20, 2023, and by a vote of 3:4, recommended the City Council deny the appeal. The appeal process states "The Commission shall recommend to the City Council to affirm, modify or reverse the previous decision by simple majority vote." Based on the rule of procedure for the Planning and Zoning Commission, the case moves forward without a recommendation as the motion did not receive the number of votes required.

**23. PUBLIC HEARING Case No.: SV2023-003**

The Mayor opened a Public Hearing for Case No. SV2023-003 at 5:49 PM.

No one spoke in favor or against.

The Public Hearing closed at 5:49 PM.

**24. Consider Approval of Appeal for a Subdivision Waiver Denial Regarding Section 155.6.11 – Sidewalk Requirements, to be Constructed at 3015 Northwest Loop, Parcel R63719, Acres 2.730, S2600 CITY ADDITION;, BLOCK 161;, LOT 1; of the City of Stephenville, Erath County, Texas**

MOTION by Mark McClinton, second by David Baskett, to deny the appeal for a Subdivision Waiver Denial. MOTION CARRIED unanimously.

**NOMINATIONS COMMITTEE**

Maddie Smith, Chair

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

Nominations Committee Chair Maddie Smith presented these nominations to Council.

*Tourism and Visitors Bureau Advisory Board*

Nominee Kayleigh Caamano of 110 Hassler Drive was interviewed by Council. MOTION by Maddie Smith, second by David Baskett, to approve the appointment of Kayleigh Caamano to Place 4 of the Tourism and Visitors Bureau Advisory Board. MOTION CARRIED unanimously.

Nominee Brooke Wells of 580 Alexander Road was interviewed by Council. MOTION by Maddie Smith, second by Brandon Greenhaw, to approve the appointment of Brooke Wells to Place 6 of the Tourism and Visitors Bureau Advisory Board. MOTION CARRIED unanimously.

*Planning and Zoning Commission*

Nominee James Stephenson of 135 Blue Jay was interviewed by Council. MOTION by Maddie Smith, second by Lonni Reisman, to approve the appointment of James Stephenson to Alternate 2 of the Planning and Zoning Commission. MOTION CARRIED unanimously.

*Parks and Leisure Services Advisory Board*

MOTION by Maddie Smith, second by Brandon Greenhaw, to approve the appointment of John Briese to Place 1 of the Parks and Leisure Services Advisory Board. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by Brandon Greenhaw, to approve the appointment of Woody Gill to Place 2 of the Parks and Leisure Services Advisory Board. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by David Baskett, to approve the appointment of Debby Watson to Place 3 of the Parks and Leisure Services Advisory Board. MOTION CARRIED unanimously.

MOTION by Maddie Smith, second by David Baskett, to approve the appointment of Rhea Marrs to Place 4 of the Parks and Leisure Services Advisory Board. MOTION CARRIED unanimously.

**FINANCIAL REPORTS**

Monica Harris, Director of Finance

26. Monthly Budget Report for the Period Ending November 30, 2023

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

In reviewing the financial statements ending November 30, 2023, the financial indicators are overall as or better than anticipated.

*Property Tax Collections:* We received \$393K in property taxes in the month of November, resulting in a \$17K increase over the funds collected last fiscal year to date. The amount collected is 10% of the \$7.3 million budget, which is \$256K less than anticipated.

*Sales and Use Tax:* We received \$914K in sales tax in November, resulting in \$57K or 3% more than the funds collected last fiscal year to date. The amount collected is 19% of the \$9.4 million budget, which is \$157K higher than anticipated.

*Revenue (by fund):* Of the \$6 million revenue received to date, 50% was received in the General Fund, 38% was received in the Water/Wastewater Fund and 4% was received in the Landfill Fund.

*Revenue (Budget vs. Actual):* We received 15% of the total budgeted revenues through November, which is \$490K more than anticipated due to permits, charges for services, court fines, and investment income.

*Revenue (Prior Year Comparison):* We received \$1 million less revenue through November than last fiscal year to date due to debt proceeds received in the Landfill Fund in the prior year.

*Expenditures (by fund):* Of the \$6.6 million spent to date, 51% was expended in the General Fund, 43% was expended in the Water/Wastewater Fund, and 5% was expended in the Landfill Fund.

*Expenditures (Budget vs. Actual):* We have expended 10% of the total budgeted expenditures through November, which is \$4.3 million less than anticipated due to personnel, contractual and capital outlay.

*Expenditures (Prior Year Comparison):* We spent \$363K less in expenditures through November than last fiscal year to date due to contractual expenditures and capital outlay.

*SEDA Revenue Comparison:* SEDA has received an overall 21% of budgeted revenue through November, which is \$8K more than last fiscal year to date and \$25K more than anticipated due to taxes and interest income.

*SEDA Expenditure Comparison:* SEDA has spent an overall 3% of budgeted expenditures through November, which is \$1K less than last fiscal year to date due to contractual expenditures and \$222K less than anticipated due to contractual, capital outlay and grant disbursements.

## **STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT**

Jeff Sandford, Executive Director

This item was pulled from the agenda by Mayor Doug Svien.

### **CONSENT AGENDA**

**27. Consider Approval of Minutes from December 5, 2023**

**28. Consider Approval of Auction Items**

**29. Consider Award of Utility Crew Truck**

**30. Consider Award of Street Department Truck**

**31. Consider Award of Utility Production Truck**

MOTION by Mark McClinton, second by LeAnn Durfey, to approve the consent agenda items. MOTION CARRIED unanimously.

### **COMMENTS BY CITY MANAGER**

- The City will be closed January 15 in observance of Martin Luther King Jr. Day
- Starting January 17-February 16 we are open to file for a place on the ballot with the City Secretary for the upcoming election in May.

### **COMMENTS BY COUNCIL MEMBERS**

**LeAnn Durfey –**

- New banners will be going up downtown!
- Good luck to all participating in the Erath County Junior Livestock Show this week.

**Lonn Reisman –**

- Thank you to everyone who participated in Angel Tree or Shop with a Cop.

**Bob Newby –**

- Thank you to everyone who supported me and my family during recent health issues.

**David Baskett –**

- Happy New Year!

**Mark McClinton –**

- Shout out to Nick Williams on holding a local dealership to a budgeted price from last year.

Mayor Svien recessed the Regular City Council Meeting at 6:05 PM and convened the Executive Session at 6:09 PM.

### **EXECUTIVE SESSION**

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

**32. Section 551.087. Deliberation Regarding Economic Development Negotiations - Project Feather**

**33. Section 551.087. Deliberation Regarding Economic Development Negotiations - Front Porch**

- 34. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property: **Groesbeck & McClelland Addition (x2)**
- 35. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property: **College Heights Addition (x4)**

Mayor Svien adjourned the Executive Session at 6:20 PM and reconvened the Regular City Council Meeting at 6:22 PM.

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

- 34. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property: **Groesbeck & McClelland Addition (x2)**

MOTION by Mark McClinton, second by Maddie Smith, to authorize the City Manager to negotiate the sale of real property located in Groesbeck & McClelland Addition as discussed in Executive Session. MOTION CARRIED unanimously.

- 35. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property: **College Heights Addition (x4)**

MOTION by Mark McClinton, second by LeAnn Durfey, to authorize the City Manager to negotiate the sale of real property located in College Heights Addition as discussed in Executive Session. MOTION CARRIED unanimously.

**ADJOURN**

**The Mayor adjourned the Regular City Council meeting at 6:22 PM.**

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

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Doug Svien, Mayor

ATTEST:

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Sarah Lockenour, City Secretary



### CITY COUNCIL WORK SESSION

City Hall Training Room; 298 W Washington (Columbia Street Entrance)  
Tuesday, January 16, 2024 at 5:30 PM

## MINUTES

### CALL TO ORDER

Mayor called the City Council Work Session to order at 6:49 PM.

### REGULAR AGENDA

**1. Discussion and Update of Stephenville Type-B Economic Development Authority Bylaws**

Council discussed the current Stephenville Type-B Economic Development Authority and the Texas Government Code as it relates to population numbers and SEDA Board of Directors.

### ADJOURN

Mayor Svien adjourned the City Council Work Session at 6:54 PM.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

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



## SPECIAL CITY COUNCIL MEETING

City Hall Training Room; 298 W Washington (Columbia Street Entrance)  
Tuesday, January 16, 2024 at 5:30 PM

### MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, January 16, 2024, in the City Hall Training Room; 298 W Washington (Columbia Street Entrance), for the purpose of a Special City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:**

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

**COUNCIL ABSENT:**

**OTHERS ATTENDING:**

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

### CALL TO ORDER

Mayor Doug Svien called the Special City Council meeting to order at 6:54 PM.

### REGULAR AGENDA

**1. Consider Approval of Joint Resolution with Erath County for Senior Center**

City Secretary Sarah Lockenour presented this item.

Erath County requested a joint resolution with the City of Stephenville regarding funds they are giving towards the Senior Citizen Center in the amount of \$500,000.00.

MOTION by Mark McClinton, second by LeAnn Durfey, to approve Resolution 2024-R-01 accepting the funds from Erath County for the Senior Citizen Center. MOTION CARRIED unanimously.

Mayor Svien recessed the Special City Council meeting at 6:55 PM and convened the 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 551.071 Consultation with Attorney** - to Consult Over a Pending or Contemplated Litigation
- 3. **Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **ROBERT MATTHEWS SURVEY**

Mayor Svien adjourned the Executive Session at 7:15 PM and reconvened the Special City Council meeting at 7:15 PM.

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

**ADJOURN**

Mayor Svien adjourned the Special City Council meeting at 7:15 PM.

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

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary





## STAFF REPORT

**SUBJECT:** Assessment Resolution for Steering Committee of Cities Served by Oncor  
**DEPARTMENT:** Administration  
**STAFF CONTACT:** Jason King, City Manager

### PURPOSE OF THE RESOLUTION

The City of Stephenville is a member of a 162-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

### WHY THE RESOLUTION IS NECESSARY

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

### EXPLANATION OF "BE IT RESOLVED PARAGRAPHS"

- I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City's membership.
- II. This paragraph authorizes payment of the City's assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.
- III. This paragraph requires payment of the 2024 assessment be made and a copy of the resolution be sent to the Steering Committee.

### PAYMENT OF ASSESSMENT

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: Steering Committee of Cities Served by Oncor.

**RESOLUTION NO. 2024-R-\_\_\_\_****A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.**

WHEREAS, the City of Stephenville is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents (\$0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

- I. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Stephenville and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.
- II. The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.
- III. A copy of this Resolution and the assessment payment check made payable to "Steering Committee of Cities Served by Oncor" shall be sent to Brandi Stigler, Steering Committee of

Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

**PASSED AND APPROVED** this 6<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason King,  
City Manager

\_\_\_\_\_  
Randy Thomas, City Attorney  
Approved as to form and legality

# Invoice

City of Arlington, c/o Oncor Cities  
 Steering Committee  
 Attn: Brandi Stigler  
 101 S. Mesquite St., Ste. 300  
 MS # 63-0300  
 Arlington, TX 76010

Date	Invoice #
1/9/2024	24-137

Bill To
City of Stephenville

Item	Population	Per Capita	Amount
2024 Membership Assessment	21,687	0.10	2,168.70
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010			<b>Total</b> \$2,168.70

## STAFF REPORT



**SUBJECT:** Assessment Resolution for Steering Committee of Cities Served by Atmos Energy  
**DEPARTMENT:** Administration  
**STAFF CONTACT:** Jason King, City Manager

### PURPOSE OF THE RESOLUTION

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 185 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 185 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

### THE ACSC MEMBERSHIP ASSESSMENT SUPPORTS IMPORTANT ACTIVITIES

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

### EXPLANATION OF “BE IT RESOLVED PARAGRAPHS

- I. This paragraph authorizes the continuation of the City’s membership in ACSC.
- II. This paragraph authorizes payment of the City’s assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

### PAYMENT OF ASSESSMENT

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

City of Arlington, c/o Atmos Cities Steering Committee  
Attn: Brandi Stigler  
101 S. Mesquite St., Ste 300  
MS #63-0300  
Arlington, TX 76010

# Invoice

Date	Invoice #
2/2/2024	24-04

Bill To
City of Stephenville

Item	Population	Per Capita	Amount
2024 Membership Assessment	21,687	0.05	1,084.35
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010			<b>Total</b> \$1,084.35

**RESOLUTION NO. 2024-R-\_\_\_\_****A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION**

WHEREAS, the City of Stephenville is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

- I. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Stephenville and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.
- II. The City is further authorized to pay its 2024 assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to: Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010

**PASSED AND APPROVED** this 6<sup>TH</sup> day of February 20224.

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Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason King,  
City Manager

\_\_\_\_\_  
Randy Thomas, City Attorney  
Approved as to form and legality



# STAFF REPORT

**SUBJECT:** 377 Pump Station Generator  
**MEETING:** Council Meeting - 06 FEB 2024  
**DEPARTMENT:** Public Works – Water Production  
**STAFF CONTACT:** Nick Williams

## RECOMMENDATION:

Staff recommends approval to purchase a generator from Holt CAT as approved in the adopted FY23-24 budget.

## BACKGROUND:

The city utilizes backup generators at all pump stations for use in emergency conditions and as required by state and federal emergency management regulations.

## PROPOSAL:

Attached is a Sourcewell quote received from Holt CAT for the purchase of a 150 kW generator for the 377 Pump Station in the amount of \$63,332.29.

## FISCAL IMPACT SUMMARY:

The FY23-24 adopted budget includes \$78,500.00 for the generator. The total purchase cost is \$63,332.29 leaving a positive balance of \$15,167.71.

The Purchasing Manager has confirmed the city is able to purchase this equipment through the Sourcewell Cooperative purchasing agency and adhere to all purchasing requirements.

## ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval of the generator set as presented, or
2. Purchase the generator set with financing, or
3. Recommend an alternate backup generator set.

## ADVANTAGES:

1. The cost is under budget.
2. Holt CAT has placed a temporary reservation on a machine for the city.

## DISADVANTAGES:

1. No disadvantages have been identified.

## ATTACHMENTS:

[2024\\_01-09 – Holt CAT – Generator Set Quote](#)



Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Regarding: Stephenville 377 PS - Sourcewell Member Quote

Quote No: 31277717

Date: 1/9/24

Quote Expires: 30 Days

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### Caterpillar Model-C7.1 GCABR Generator Set

<b>Power Setting</b>	150 kW
<b>Quantity</b>	1
<b>Voltage</b>	480/277 VAC, 3Ø, 60 Hz.
<b>Application Rating</b>	Standby
<b>Engine</b>	Caterpillar – 7.1L Diesel Diesel Engine – Tier 3 Certified Certification – UL2200
<b>Engine Governor</b>	Isochronous, Electronic
<b>Cooling System</b>	GenSet Mounted 122°F/50°C Ambient Engine Lube Oil & Antifreeze 50/50 Mix Engine Coolant Heater Low Coolant Temperature and Level Alarm Switches Coolant drain line with valve Fan and belt guards Caterpillar Extended Life Coolant Coolant level sight gauge Jacket water pump, gear driven, centrifugal Thermostats and housing
<b>Air Inlet System</b>	Air Cleaner Aftercooler Turbocharger
<b>Lube System</b>	Oil cooler Lubricating oil Oil filler and dipstick Oil filter Oil drain line with valve piped to edge of base
<b>Starting System</b>	Fumes disposal piped to front of radiator 12 volt DC Electric Cranking Motor Batteries, Battery Rack, & Cables Battery Charger - 10amp
<b>Charging System</b>	Engine Driven Battery Charging Alternator
<b>Exhaust System</b>	Carbon Steel Silencer Critical Grade Internally mounted

**Generator/Alternator  
& Attachments**

Stainless Steel Engine Exhaust Flex Connector  
 Exhaust manifold, dry  
 Exhaust Rain Cap  
 4 Pole, Single Bearing  
 Excitation – 300% FLC PMG  
 300 % Short Circuit Sustaining Capability (10 secs)  
 2/3 pitch, random wound  
 IP23 Protection  
 Class H insulation  
 105°C temperature rise over 40°C ambient  
 Cable connections located inside generator  
 housing(NEMA compatible)

**Voltage Regulation  
Main Line Breaker**

Power center, IP22 rear facing  
 Automatic Voltage Regulation - 3Ø Sensing  
 Anti-Condensation/Space Heater  
 Automatic Voltage Regulator  
 Circuit Breaker  
 GenSet Mtd.- for loads  
     250 Amp  
     100% Rated w/ Shunt Trip & Auxiliary Contact  
     3 Pole  
     LSI Electronic Trip Unit

**Control Panel**

Cable Lugs, Cable Access Box – Bottom Entry  
 Suitable for Use as Service Disconnect Label  
 GCCP 1.2  
 Genset Mounted & Vibration Isolated  
 4-line back-lit LCD text display  
 Multiple display languages  
 Five-key menu navigation  
 LCD alarm indication  
 Customisable power-up text and images  
 Data logging facility  
 Internal PLC editor  
 Protections disable feature  
 Fully configurable via PC using  
     USB & RS485 communication  
 Front panel configuration with PIN protection  
 Power save mode  
 3-phase generator sensing and protection  
 Generator current and power  
     monitoring (kW, kvar, kVA, pf)  
 kW and kvar overload and reverse power alarms  
 Over current protection  
 Unbalanced load protection  
 Breaker control via fascia buttons  
 Fuel and start outputs configurable when using CAN

	Support for 0 V to 10 V & 4 mA to 20 mA sensors
	8 configurable digital inputs (3 available for Customer use)
	8 configurable digital outputs (5 available for Customer use)
	4 configurable analogue outputs (3 available for Customer Use)
	CAN, MPU and alternator frequency speed sensing in one variant
	Real time clock
	Engine pre-heat and post-heat functions
	Engine run-time scheduler
	Engine idle control for starting & stopping
	Fuel usage monitor and low fuel level alarms
	3 configurable maintenance alarms
<b>Caterpillar Enclosure</b>	Sound Attenuated Package
	Sound Rating:75.4dBA at 23' in free-field environment
	Wind Rating: 100MPH
	Key Locking Doors
	Epoxy Enamel Paint Finish – CAT White
<b>Mounting System</b>	Linear Vibration Isolators (Elastomeric)
	Engine / Generator Skid-Base Rails
<b>Fuel System</b>	Primary fuel filter w/ integral water separator & secondary filter
	Fuel priming pump
	Flexible fuel lines
	Fuel pressure gauge
	Fuel cooler
	Engine fuel transfer pump
<b>Fuel Tank</b>	Diesel Tank
	UL 142 Listed
	Double Wall
	400 Gallon Capacity
	carbon steel - heavy gauge material
	Lockable Fuel Fill
	5 Gallon Spill Containment Bucket
	Fuel sender
	Low, Critical Low, High & Critical High
	Level Gauge, Fuel Lines, Venting & Alarm Contacts
<b>Accessory Items</b>	Factory Testing - Standard Caterpillar Test at .8 PF for Full Rated Load
	20A GFCI Convenience Outlet
	Standard Caterpillar Warranty - 2 Yr./1000 hours
	Current Caterpillar Promotion
	Extended Service Coverage – Gold
	for 3 more years/1500 hours making a

total of 5 years/2500 hours of coverage  
for no additional cost.

**Current Lead Time** 18-22 weeks out of the factory ARO  
ARO and approval of submittal/drawings  
Subject to change without notice

**AUTOMATIC TRANSFER SWITCH –**

230A

Quantity - 1

3-POLE

480/277 VOLT

NEMA 3R ENCLOSURE

Open Transition

Controller

Strip heater with thermostat

UL 1008 listed

**Current Lead Time** 7-9 weeks out of the factory ARO  
and approval of submittal/drawings  
Subject to change without notice

**Accessories & On-Site Services:**

Service & Make Ready

Standard Caterpillar Testing to be performed

Delivery to Job Site

On-Site StartUp testing

Using Resistive (1.0PF) load banks – 2 Hours

Additionally transfer test to verify emergency power supply  
system's ability to meet the automatic starting, load transfer  
and motor starting requirements shall be demonstrated.

Performed during normal business hours

On ground level with load bank access to be within 50' of generator

If not on ground level & with access within 50' of generator  
additional costs will be incurred

StartUp and Testing Records will be provided in electronic format

O & M Manual (hard copy) – Qty 1

Shipped with generator from the factory

Document is proprietary and Copy Righted by Caterpillar

It cannot be revised/unlocked

Custom versions or versions specific to each project  
will not be provided

O & M Manual (electronic) – Qty 1

Document is proprietary and Copy Righted by Caterpillar

It cannot be revised/unlocked

Custom versions or versions specific to each project

will not be provided  
Submittals provided in electronic format  
Note: All start up and commissioning services to occur over one-day for each generator.

**Items & Services Not Included:**

- Fuel for Startup & Testing
- Install – by others
- Connections
  - Any off skid Connections for fuel or exhaust by others
- Identification – by others
- Rental Generator while without backup power
- Ground Fault Protection on circuit breaker - this is not required by NEC unless current is over 1000 Amps
- Witness Testing
  - Any testing above the designed rating of the equipment.
- Sound Level Testing - Sound levels are maximum expected level for a free-field environment. Actual levels maybe more or less, depending on the location and orientation of the enclosure with respect to adjacent buildings, equipment and other sources of noise. Manufacturer will not perform any type of site testing or be liable for sound level performance on the site.
- Coordination study, infrared or NETA testing of ATS or Generator/s
- Infrared Scanning
- Coordination/Arc Flash Studies and Labels
- NETA Testing or any other Independent Testing Agency
- Concrete Housekeeping Pads
- Off-Loading of Equipment @ Site & Installation
- Repairs of Any and All Existing Code Violations, Incl. exposed/non exposed.
- Construction and Fuel Tank permits and/or registrations
- Protection from damage after delivery
- Cleaning and/or repairs from damage done by others after delivery
- Installation of equipment shipped loose (Exhaust and Fuel Tank accessories)
- Engineered drawings/plans or services designed and sealed by an engineer
- Local codes are not included unless stated
- State/Local/Emissions Taxes

<b>CATERPILLAR RETAIL/LIST PRICE.....</b>	<b>\$65,348.85</b>
<b>Discount per Sourcewell Contract (31%).....</b>	<b>(\$20,258.14)</b>
<b>NON CATERPILLAR Items RETAIL/LIST Price.....</b>	<b>\$19,201.67</b>
<b>Discount per Sourcewell Contract (5%).....</b>	<b>(\$960.08)</b>
<b>TOTAL PRICE per SOURCEWELL Contract.....</b>	<b>\$63,332.29</b>

**Reference Sourcewell Contract # 092222-CAT valid through 11/22/2026.  
Sourcewell (formerly NJPA)**

**Quoted as detailed above with the intent of meeting the project scope.  
Equipment supplied will be limited to that described in this proposal.**

**Note: Any code interpretations made by the inspector with jurisdiction that  
lead to changes in material or scope of work are billable and will be  
handled as a change order should they arise.**

**GENERAL NOTES AND CLARIFICATIONS:**

1. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

**Terms are 30days net with approved credit.**

**Price is valid for 30 days**

**Price does not include applicable taxes**

**To order or start submittals please sign, date and send back to my attention:**

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

Thank you,

John Fabrega  
Power Systems Sales  
2001 N. Loop 12  
Irving, TX 75061  
Mobile: 972.978.5407  
john.fabrega@holtcat.com



## HOLT POWER SYSTEMS TERMS & CONDITIONS

<b>Mufflers</b>	Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.
<b>Proposal</b>	This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.
<b>Pricing</b>	Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 20 days please call to verify our price.
<b>Taxes</b>	The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. <b>A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.</b>
<b>Lead Time</b>	<p>Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.</p> <p>Automatic transfer switch(es) is(are) quoted to jobsite in approximately 6-8 weeks after receipt of order and approved submittals and approved credit terms are agreed.</p> <p><b>The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.</b></p> <p>Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.</p> <p>Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.</p>
<b>Special Notes</b>	Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.
<b>Fuel Tank</b>	Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
<b>Payment</b>	Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
<b>Term's</b>	<p>Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.</p> <p>Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.</p>



- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
- All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
- Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.
- No NETA, infrared scanning, meg-testing or other third party testing is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and it's headquarters.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.
- Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Holt Power Systems. Star-ups are to be conducted between Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Otherwise our standard overtime rates will apply.
- We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.

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## STAFF REPORT

**SUBJECT:** Auction Items

**DEPARTMENT:** Finance

**STAFF CONTACT:** Robert Oswald

### RECOMMENDATION:

Staff is seeking authorization to sell the following items, via online auction:

Quantity	Description	Department
1	Chevrolet 1990 Kodiak Fire Truck	Fire
1	Ford 2008 E45F Ambulance	Fire
1	Chevrolet 2003 Silverado 1500 Truck	Fire
1	Mack Sutphen 1997 Ladder Fire Truck	Fire
1	Chevrolet 2005 Tahoe	Fire
1	Ford 2012 E450 Ambulance	Fire
1	Dodge Ram 2500 Truck	Landfill
1	Filing Cabinet	Parks
1	20ft Pre- Lit Christmas Tree	Parks
1	Rhino Batwing Shredder	Parks