



## REGULAR CITY COUNCIL MEETING

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

### AGENDA

#### CALL TO ORDER

#### PLEDGES OF ALLEGIANCE

#### INVOCATION

Christi Barnes, Timber Ridge Church

#### CITIZENS GENERAL DISCUSSION

#### REGULAR AGENDA

- [1.](#) City Secretary Records Management Update
- [2.](#) Set the Maximum Proposed Tax Rate for 2024
- [3.](#) Set Date, Time, and Location of Public Hearing on Proposed Tax Rate for 2024
- [4.](#) Presentation of Citizens Budget Requests
- 5. RECESS TO TIRZ BOARD MEETING**
- 6. RECONVENE TO REGULAR CITY COUNCIL MEETING**
7. Consider Approval of Expenditures in Tax Increment Reinvestment Zone 1C
- [8.](#) Consider Approval of the City of Stephenville and SISD School Resource Officer (SRO) Annual Memorandum of Understanding 2024-2025

#### PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

[9.](#) **Case No.: RZ2024-009**

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

**10. PUBLIC HEARING**

Case No.: RZ2024-009

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

[12.](#) **Case No.: PD2024-001**

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

**13. PUBLIC HEARING**

Case No.: PD2024-001

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

**DEVELOPMENT SERVICES COMMITTEE**

Gerald Cook, Chair

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

**NOMINATIONS COMMITTEE**

Maddie Smith, Chair

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

**PUBLIC WORKS COMMITTEE**

Alan Nix, Chair

- [18.](#) Public Works Committee Report
- [19.](#) Consider Approval of Proposal for Refurbishment of the Belt Filter Press
- [20.](#) Consider Approval of Proposal for Rehab of the Solids Conveyor System
- [21.](#) Consider Approval of Proposal for Replacement of Two Aeration Basin Drives
- [22.](#) Consider Ordinance to Abandon Public Infrastructure in the Creekside Townhomes Development
- [23.](#) Consider Approval of Master Meter Policy
- [24.](#) Consider Ordinance to Repeal of Pro-Rata Policy

**TOURISM AND VISITORS BUREAU COMMITTEE**

LeAnn Durfey, Chair

- [25.](#) Tourism and Visitors Bureau Committee Report from July 16, 2024

**FINANCIAL REPORTS**

Monica Harris, Director of Finance

- [26.](#) Monthly Budget Report for the Period Ending June 30, 2024
- [27.](#) Quarterly Investment Report for the Period Ending June 30, 2024

**STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT**

Jeff Sandford, Executive Director

**CONSENT AGENDA**

- [28.](#) Consider Approval of Minutes - July 2, 2024
- [29.](#) Consider Approval of Minutes - July 16, 2024



30. Consider Award of the 2024 Airport Apron Maintenance Project

**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

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

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

**ADJOURN**

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

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

# STAFF REPORT



**SUBJECT:** City Secretary Records Management Update

**DEPARTMENT:** Administration

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

## 2024 QUARTER 1 RECAP:

When the Deputy City Secretary position was requested and considered, digitizing records was the primary goal for that position. In the Records Management Plan submitted to Council, organizing and effective use of our current storage system, Laserfiche, was one of the first projects.

Cemetery Records – 5000 records

City Council Minute Records - 2000 records

Ordinances and Resolutions – 1500 records

Property Records – 3500 records

TABC Records – 250 records

City Secretary Records – 11,200 records

By adding the metadata to each record, we are now, and more importantly future users, can find documents quickly and more efficiently. We have set up workflows and templates, so documents added in the future are stored correctly and in a way that is usable. Part of this process was also reviewing our locally stored documents to evaluate what was not currently in Laserfiche and what documents should be moved over. If we plan to be fully digitized, all records with a retention longer than ‘administratively valuable’ need to be kept on our shared drives as well as Laserfiche.

## 2024 QUARTER 2:

Since March the City Secretary’s office has worked with Development Services on combing through the shared drive to ensure all documents that have a retention longer than ‘administratively valuable’ are also stored in Laserfiche. There are about 86,000 documents on the Development Services shared drive and about 23,000 on the Development Services Laserfiche repository that have all been evaluated and processed for retention with metadata added. As we move forward into Q3, we plan to reevaluate the documents in the shared drive to double check everything is in Laserfiche and coach new staff on retention through Laserfiche.

We have also processed files for Administrative Services through their shared drives and Laserfiche. There are about 14,000 documents on the Administrative Services (Airport, Mainstreet, Tourism) shared drive that have all been evaluated and processed appropriately.

We have been able to have an intern work with us this summer who has been scanning building plans from the basement. He has scanned 105 plan sets, about 800 pages of building plans, so far and plans to continue through the fall semester.

In searching for some older documents for the Fire Department, we were able to digitize and process about 5000 records (about 8 banker boxes).

Overall, in Records Management alone, Quarter 2 has been extremely productive, and we have made great strides in the transition from 'record keeping' to 'record management'.

The City Secretary and Deputy City Secretary have completed 20 hours of training through Laserfiche and have begun taking Police Department specific records training to be better able to assist the PD Records Clerks.

#### **PLANNING FOR QUARTER 3 AND 4:**

For Q3, we plan to complete the Administrative Services, GIS records which include about 1100 records in the current Laserfiche repository and about 30,000 records on the shared drive to be evaluated and processed.

We also have a few loose ends in the departments and areas we have worked on so far this year, that we will circle back to and finalize. This will include detailed operating procedures for each department/area so the work we have accomplished so far will continue. This will prepare us to finish Q4



# STAFF REPORT

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**SUBJECT:** Set the Maximum Proposed Tax Rate for 2024

**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

**RECOMMENDATION:**

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

No New Revenue Rate \$0.3660

Voter Approval Rate \$0.3829

De Minimis Tax Rate \$0.3932

# 2024 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

City of Stephenville	254-918-1220
Taxing Unit Name	Phone (area code and number)
298 W Washington, Stephenville Tx 76401	www.stephenvilletx.gov
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>Prior year total taxable value.</b> Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ 1,938,807,031
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ 202,438,308
3.	<b>Preliminary prior year adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 1,736,368,723
4.	<b>Prior year total adopted tax rate.</b>	\$ 0.3872 /\$100
5.	<b>Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.</b>	
	A. Original prior year ARB values:.....	\$ 1,733,220
	B. Prior year values resulting from final court decisions:.....	- \$ 1,426,390
	C. Prior year value loss. Subtract B from A. <sup>3</sup>	\$ 306,830
6.	<b>Prior year taxable value subject to an appeal under Chapter 42, as of July 25.</b>	
	A. Prior year ARB certified value:.....	\$ 5,091,440
	B. Prior year disputed value:.....	- \$ 758,840
	C. Prior year undisputed value. Subtract B from A. <sup>4</sup>	\$ 4,332,600
7.	<b>Prior year Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 4,639,430

<sup>1</sup> Tex. Tax Code §26.012(14)  
<sup>2</sup> Tex. Tax Code §26.012(14)  
<sup>3</sup> Tex. Tax Code §26.012(13)  
<sup>4</sup> Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/	Item 2.
8.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 1,741,008,153	
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2023.</b> Enter the prior year value of property in deannexed territory. <sup>5</sup>	\$ 0	
10.	<p><b>Prior year taxable value lost because property first qualified for an exemption in the current year.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p><b>A. Absolute exemptions.</b> Use prior year market value: ..... \$ 1,301,590</p> <p><b>B. Partial exemptions.</b> Current year exemption amount or current year percentage exemption times prior year value: ..... + \$ 1,183,246</p> <p><b>C. Value loss.</b> Add A and B.<sup>6</sup></p>	\$ 2,484,836	
11.	<p><b>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.</b> Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.</p> <p><b>A. Prior year market value:</b> ..... \$ 1,347,490</p> <p><b>B. Current year productivity or special appraised value:</b> ..... - \$ 4,730</p> <p><b>C. Value loss.</b> Subtract B from A.<sup>7</sup></p>	\$ 1,342,760	
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 3,827,596	
13.	<b>Prior year captured value of property in a TIF.</b> Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 27,215,183	
14.	<b>Prior year total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 1,709,965,374	
15.	<b>Adjusted prior year total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 6,620,985	
16.	<b>Taxes refunded for years preceding the prior tax year.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. <sup>9</sup>	\$ 7,899	
17.	<b>Adjusted prior year levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 6,628,884	
18.	<p><b>Total current year taxable value on the current year certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.<sup>11</sup></p> <p><b>A. Certified values:</b> ..... \$ 2,107,365,797</p> <p><b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ _____</p> <p><b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0</p> <p><b>D. Tax increment financing:</b> Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.<sup>12</sup> ..... - \$ 35,343,604</p> <p><b>E. Total current year value.</b> Add A and B, then subtract C and D.</p>	\$ 2,072,022,193	

<sup>5</sup> Tex. Tax Code §26.012(15)  
<sup>6</sup> Tex. Tax Code §26.012(15)  
<sup>7</sup> Tex. Tax Code §26.012(15)  
<sup>8</sup> Tex. Tax Code §26.03(c)  
<sup>9</sup> Tex. Tax Code §26.012(13)  
<sup>10</sup> Tex. Tax Code §26.012(13)  
<sup>11</sup> Tex. Tax Code §26.012, 26.04(c-2)  
<sup>12</sup> Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/ <i>Item 2.</i>
<b>19.</b>	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup>	
	<b>A. Current year taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> ..... \$ <u>130,700</u>	
	<b>B. Current year value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> ..... + \$ <u>0</u>	
	<b>C. Total value under protest or not certified.</b> Add A and B.	\$ <u>130,700</u>
<b>20.</b>	<b>Current year tax ceilings.</b> Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$ <u>232,124,688</u>
<b>21.</b>	<b>Current year total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ <u>1,840,028,205</u>
<b>22.</b>	<b>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.</b> Include both real and personal property. Enter the current year value of property in territory annexed. <sup>18</sup>	\$ <u>0</u>
<b>23.</b>	<b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for the current year. <sup>19</sup>	\$ <u>28,879,580</u>
<b>24.</b>	<b>Total adjustments to the current year taxable value.</b> Add Lines 22 and 23.	\$ <u>28,879,580</u>
<b>25.</b>	<b>Adjusted current year taxable value.</b> Subtract Line 24 from Line 21.	\$ <u>1,811,148,625</u>
<b>26.</b>	<b>Current year NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ <u>0.3660</u> /\$100
<b>27.</b>	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. <sup>21</sup>	\$ _____ /\$100

**SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- 1. Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- 2. Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
<b>28.</b>	<b>Prior year M&amp;O tax rate.</b> Enter the prior year M&O tax rate.	\$ <u>0.3714</u> /\$100
<b>29.</b>	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,741,008,153</u>

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)  
<sup>14</sup> Tex. Tax Code §26.01(c)  
<sup>15</sup> Tex. Tax Code §26.01(d)  
<sup>16</sup> Tex. Tax Code §26.012(6)(B)  
<sup>17</sup> Tex. Tax Code §26.012(6)  
<sup>18</sup> Tex. Tax Code §26.012(17)  
<sup>19</sup> Tex. Tax Code §26.012(17)  
<sup>20</sup> Tex. Tax Code §26.04(c)  
<sup>21</sup> Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/ <span style="border: 1px solid black; padding: 2px;">Item 2.</span>
30.	<b>Total prior year M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100.	\$ 6,466,104
31.	<p><b>Adjusted prior year levy for calculating NNR M&amp;O rate.</b></p> <p><b>A. M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&amp;O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year..... + \$ 7,592</p> <p><b>B. Prior year taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ 112,569</p> <p><b>C. Prior year transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0</p> <p><b>D. Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ -104,977</p> <p><b>E.</b> Add Line 30 to 31D.</p>	\$ 6,361,127
32.	<b>Adjusted current year taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,811,148,625
33.	<b>Current year NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.3512 /\$100
34.	<p><b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup></p> <p><b>A. Current year state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p><b>B. Prior year state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... - \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.0000 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.0000 /\$100
35.	<p><b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup></p> <p><b>A. Current year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ 0</p> <p><b>B. Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose..... - \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.0000 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.0000 /\$100

<sup>22</sup> [Reserved for expansion]

<sup>23</sup> Tex. Tax Code §26.044

<sup>24</sup> Tex. Tax Code §26.0441



Line	Voter-Approval Tax Rate Worksheet	Amount/	Item 2.
36.	<p><b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup></p> <p><b>A. Current year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. . . . . \$ 0</p> <p><b>B. Prior year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. . . . . \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100</p> <p><b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100</p> <p><b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ 0.0000	/ \$100
37.	<p><b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup></p> <p><b>A. Current year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. . . . . \$ 0</p> <p><b>B. Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. . . . . \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100</p> <p><b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100</p> <p><b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ 0.0000	/ \$100
38.	<p><b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p><b>A. Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. . . . . \$ 0</p> <p><b>B. Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year . . . . . \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100 . . . . . \$ 0.0000 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.0000	/ \$100
39.	<b>Adjusted current year NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.3512	/ \$100
40.	<p><b>Adjustment for prior year sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&amp;O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.</p> <p><b>A.</b> Enter the amount of additional sales tax collected and spent on M&amp;O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . . \$ 2,365,387</p> <p><b>B.</b> Divide Line 40A by Line 32 and multiply by \$100 . . . . . \$ 0.1306 /\$100</p> <p><b>C.</b> Add Line 40B to Line 39.</p>	\$ 0.4818	/ \$100
41.	<p><b>Current year voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below.</p> <p><b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p><b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ 0.4986	/ \$100

<sup>25</sup> Tex. Tax Code §26.0442  
<sup>26</sup> Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/ <i>Item 2.</i>
D41.	<p><b>Disaster Line 41 (D41): Current year voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of:</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or</p> <p>2) the third tax year after the tax year in which the disaster occurred.</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0.0000 /\$100
42.	<p><b>Total current year debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes;</p> <p>(2) are secured by property taxes;</p> <p>(3) are scheduled for payment over a period longer than one year; and</p> <p>(4) are not classified in the taxing unit’s budget as M&amp;O expenses.</p> <p><b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup></p> <p>Enter debt amount ..... \$ 1,098,525</p> <p><b>B. Subtract unencumbered fund amount</b> used to reduce total debt. .... – \$ 823,050</p> <p><b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... – \$ 0</p> <p><b>D. Subtract amount paid</b> from other resources ..... – \$ 0</p> <p><b>E. Adjusted debt.</b> Subtract B, C and D from A. .... \$ 275,475</p>	\$ 275,475
43.	<b>Certified prior year excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ 0
44.	<b>Adjusted current year debt.</b> Subtract Line 43 from Line 42E.	\$ 275,475
45.	<p><b>Current year anticipated collection rate.</b></p> <p><b>A.</b> Enter the current year anticipated collection rate certified by the collector. <sup>30</sup> ..... 100.00 %</p> <p><b>B.</b> Enter the prior year actual collection rate..... 99.00 %</p> <p><b>C.</b> Enter the 2022 actual collection rate. .... 99.00 %</p> <p><b>D.</b> Enter the 2021 actual collection rate. .... 101.00 %</p> <p><b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup></p>	100.00 %
46.	<b>Current year debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ 275,475
47.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,840,028,205
48.	<b>Current year debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.0149 /\$100
49.	<b>Current year voter-approval M&amp;O rate plus current year debt rate.</b> Add Lines 41 and 48.	\$ 0.5135 /\$100
D49.	<p><b>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ 0.0000 /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)  
<sup>28</sup> Tex. Tax Code §26.012(7)  
<sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)  
<sup>30</sup> Tex. Tax Code §26.04(b)  
<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/	Item 2.
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.0000	/ \$100

**SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes**

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue. This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup> <b>Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November of the prior year.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 2,404,343
53.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,840,028,205
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.1306 / \$100
55.	<b>Current year NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.3660 / \$100
56.	<b>Current year NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.0000 / \$100
57.	<b>Current year voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.5135 / \$100
58.	<b>Current year voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.3829 / \$100

**SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control**

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0
60.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,840,028,205
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.0000 / \$100

<sup>32</sup> Tex. Tax Code §26.041(d)  
<sup>33</sup> Tex. Tax Code §26.041(i)  
<sup>34</sup> Tex. Tax Code §26.041(d)  
<sup>35</sup> Tex. Tax Code §26.04(c)  
<sup>36</sup> Tex. Tax Code §26.04(c)  
<sup>37</sup> Tex. Tax Code §26.045(d)  
<sup>38</sup> Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/	Item 2.
62.	<b>Current year voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.3829	/ \$100

**SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.<sup>39</sup> The Foregone Revenue Amount for each year is equal to that year’s adopted tax rate subtracted from that year’s voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year’s current total value.<sup>40</sup>

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;<sup>41</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>42</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.<sup>43</sup>

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>44</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2023 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.3872 /\$100 \$ 0.0000 /\$100 \$ 0.3872 /\$100 \$ 0.3872 /\$100 \$ 0.0000 /\$100 \$ 1,719,773,002 \$ 0
64.	<b>Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2022 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.3958 /\$100 \$ 0.0000 /\$100 \$ 0.3958 /\$100 \$ 0.3958 /\$100 \$ 0.0000 /\$100 \$ 1,829,810,329 \$ 0
65.	<b>Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2021 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.4420 /\$100 \$ 0.0024 /\$100 \$ 0.4396 /\$100 \$ 0.4420 /\$100 \$ -0.0024 /\$100 \$ 1,533,172,085 \$ 0
66.	<b>Total Foregone Revenue Amount.</b> Add Lines 63G, 64G and 65G	\$ 0 /\$100
67.	<b>2024 Unused Increment Rate.</b> Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.0000 /\$100
68.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.3829 /\$100

<sup>39</sup> Tex. Tax Code §26.013(b)  
<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)  
<sup>41</sup> Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)  
<sup>42</sup> Tex. Tax Code §§26.0501(a) and (c)  
<sup>43</sup> Tex. Local Gov't Code §120.007(d)  
<sup>44</sup> Tex. Local Gov't Code §120.007(d)

**SECTION 6: De Minimis Rate**

Item 2.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup> This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
69.	<b>Adjusted current year NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.3512 /\$100
70.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,840,028,205
71.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.0271 /\$100
72.	<b>Current year debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.0149 /\$100
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$ 0.3932 /\$100

**SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>48</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>49</sup>

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	<b>2023 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.3872 /\$100
75.	<b>Adjusted 2023 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. <sup>50</sup> Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.3872 /\$100
76.	<b>Increase in 2023 tax rate due to disaster.</b> Subtract Line 75 from Line 74.	\$ 0.0000 /\$100
77.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,709,965,374
78.	<b>Emergency revenue.</b> Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,811,148,625
80.	<b>Emergency revenue rate.</b> Divide Line 78 by Line 79 and multiply by \$100. <sup>51</sup>	\$ 0.0000 /\$100

<sup>45</sup> Tex. Tax Code §26.04(c)(2)(B)  
<sup>46</sup> Tex. Tax Code §26.012(8-a)  
<sup>47</sup> Tex. Tax Code §26.063(a)(1)  
<sup>48</sup> Tex. Tax Code §26.042(b)  
<sup>49</sup> Tex. Tax Code §26.042(f)  
<sup>50</sup> Tex. Tax Code §26.042(c)  
<sup>51</sup> Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/	Item 2.
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ 0.3829	/\$100

**SECTION 8: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** ..... \$ 0.3660 /\$100  
As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  
Indicate the line number used: 26
  
- Voter-approval tax rate.** ..... \$ 0.3829 /\$100  
As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).  
Indicate the line number used: 58
  
- De minimis rate.** ..... \$ 0.3932 /\$100  
If applicable, enter the current year de minimis rate from Line 73.

**SECTION 9: Taxing Unit Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.<sup>52</sup>

**print here** → JASON KING  
Printed Name of Taxing Unit Representative

**sign here** → /s/ Jason M. King  
Taxing Unit Representative

08/06/2024  
Date

<sup>52</sup> Tex. Tax Code §§26.04(c-2) and (d-2)

# 2024 Governing Body Summary #1A\*

## Benchmark 2024 Tax Rates

### City of Stephenville

Date: 08/05/2024 04:24 PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No-New-Revenue Tax Rate	\$0.3660	\$6,734,503	
One Percent \$100 Tax Increase***	\$0.3697	\$6,802,584	\$68,081
One Cent per \$100 Tax Increase***	\$0.376000	\$6,918,506	\$184,003
De Minimis Rate	\$0.3932	\$7,234,991	\$500,488
VAR NOT adjusted for Unused Increment Rate	\$0.3829	\$7,045,468	\$310,965
VAR adjusted for Unused Increment Rate	\$0.3829	\$7,045,468	\$310,965
Last Year's Tax Rate	\$0.3872	\$7,124,589	\$390,086
Proposed Tax Rate	\$0.3829	\$7,045,468	\$310,965

\*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

\*\*Tax levies are calculated using line 21 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

\*\*\*Tax increase compared to no-new-revenue tax rate.



# STAFF REPORT

**SUBJECT:** Set Date, Time, and Location of Public Hearing on Proposed Tax Rate for 2024

**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

**RECOMMENDATION:**

Staff recommend setting the public hearing on the 2024 proposed tax rate on September 17, 2024, at 5:30 pm in the Council Chambers at City Hall located at 298 W. Washington in Stephenville.

**BACKGROUND:**

The City Charter requires the City Manager to provide the proposed budget to the City Council at least 45 days prior to the beginning of the budget year. The proposed budget must also be filed with the City Secretary and posted on the website. If the proposed tax rate will exceed the No-New-Revenue rate, the city must have a public hearing on the proposed tax rate prior to adopting the tax rate. The adoption of the tax rate must be at least 30 days after the City Manager provides the proposed budget to the City Secretary and the proposed budget is posted on the website.

**ALTERNATIVES**

Choose a later date to have the hearing, but no later than September 29, 2024, the last day to adopt the tax rate.



# STAFF REPORT

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**SUBJECT:** Citizen Budget Requests  
**DEPARTMENT:** Finance  
**STAFF CONTACT:** Monica Harris, Director of Finance

## Citizen Budget Requests

Staff received the following Citizen Budget Requests:

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



# STAFF REPORT

**SUBJECT:** Approve the City of Stephenville and SISD School Resource Officer (SRO) Annual Memorandum of Understanding 2024-2025.

**DEPARTMENT:** Police

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

## RECOMMENDATION:

Approve the City of Stephenville and SISD School Resource Officer (SRO) Annual Memorandum of Understanding 2024-2025.

## BACKGROUND:

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

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

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

## FISCAL IMPACT SUMMARY:

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

## ALTERNATIVES

N/A

## MEMORANDUM OF UNDERSTANDING

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

#### I. Purpose

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

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

#### II. City of Stephenville Responsibilities

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

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

7. Documenting the activities and achievements of the SRO with periodic progress reports.
8. Preparing an annual evaluation of each SRO, with input from school district officials, prior to the start of the school year.
9. Providing one marked patrol vehicle for each SRO.

### **III. Stephenville Independent School District Responsibilities**

The School District will be responsible for the following:

1. Providing office space with appropriate furnishings on the respective campuses for use by SROs.
2. All personnel costs related to the employment of SROs assigned to the school district.
3. Providing routine administrative support (e.g. telephone and in-building paging/answering service) and office supplies to SROs while on campus.
4. Including SROs in school staff meetings relevant to the SRO mission.
5. Permitting SROs adequate time to complete necessary in-service training, professional development and training requirements to maintain SROs' peace officer certifications.
6. Notifying the City of changes in the number of student days in a school year.
7. To establish and follow written procedures for referring police involvement.
8. To train District staff in accordance with the procedures outlined herein as well as existing district policies involving student health and safety; and
9. To cooperate with and support the SRO and the City Police Department in a proactive manner to ensure that the SRO program meets the expectations of the District, City Police, students, parents and community.
10. Saving and holding harmless the City and its employees, from all liability, of any nature, including costs, and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting from injuries or damages sustained by students and their property or School District personnel and property, resulting in whole or part from the performance or omission of any employee, agent, or representative of the City.

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

1. The agreement is subject to audit at any time within three years of the termination of this MOU and thereafter as provided by law to determine that services were proper, and the billings were correct.

2. This MOU and any addendums signed by both parties are the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this MOU shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.
3. Providing supervision and employee administrative support to School Resource Officers including work schedules, continuing education, pay administration, and the like.
4. This MOU is subject to the availability of local, state, and/or federal funds. If funds are not available or if available funding is reduced, written notice of termination, payment suspension, or funding reduction will be provided by either affected party.
5. In the event either party fails to perform in accordance with the provisions of this MOU, the other party may, upon 30 days' written notice, terminate the MOU in whole or in part.
6. In the event notice of termination is given, all work by the City shall cease on the effective date of the termination. The City shall be paid for all work performed prior to the notice of termination in accordance with the terms of the MOU. Final invoices shall be submitted to the School District no later than 30 days following the date of termination of this contract.
7. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions hereof will not be affected or impaired, and such remaining provisions will remain in full force and effect.
8. Billing Period: To be determined by the City of Stephenville and SISD Finance Directors.
9. Failure to enforce any provision of the MOU does not constitute a waiver of that provision, or any other provision, of the contract.
10. This MOU and any addendums signed by both parties represents the entire agreement between the parties.
11. This agreement will undergo an annual review to adjust, as necessary, any over- or under-payments by the School District. These adjustments will be reflected in the subsequent year's invoice for SRO services.
12. The School District understands and agrees that all SROs assigned to the school district will be employees of the City of Stephenville and subject solely to the control of the City of Stephenville. While the School District and the City will consult with each other as to the most effective use of the SRO, ultimate authority as to the disposition, placement, use, discipline, and all other matters relating to employment of SROs will be with the City.

#### **V. SRO Continuation Plan**

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

**VI. MOU Period**

This agreement is for a period of one year from August 15<sup>th</sup>, 2024, to August 15<sup>th</sup>, 2025, or upon 90 days' written notification by either party requesting that the agreement should be reviewed. For purposes of the agreement, the contacts are Superintendent, Stephenville ISD, and Chief of Police, Stephenville Police Department.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 15th day of August 2023.

CITY OF STEPHENVILLE

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

Attest:

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

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Eric Cederstrom, Superintendent

## APPENDIX 1

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

#### GOALS:

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

#### UNIFORM:

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

#### JOB ACCOUNTABILITY:

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

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

#### ON-DUTY STATUS:

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

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

#### SRO DUTIES AND RESPONSIBILITIES - GENERAL :

The SRO will:

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

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



programs, special drug education classes and juvenile gang awareness and prevention programs in the schools and assisting staff with presentations and instruction in developing age-appropriate curriculum;

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

#### **RELATIONSHIPS:**

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

#### **PREVENTATIVE STRATEGIES:**

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

#### **GEOGRAPHY:**

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

#### **POLICE REPORTS:**

Staff members and site administrators shall only request police assistance when (1) necessary to protect the physical safety of students and staff; (2) required by law; or (3) appropriate to address criminal behavior of persons other than students. Police involvement should not be requested in a situation that can be safely and appropriately handled by the District's internal disciplinary procedures. In the event that staff and or SROs are unclear, the principal or other designated school administrator should be contacted immediately to make a determination. Calls for service at schools requiring or resulting in written crime reports will normally be the responsibility of the SRO, if the reported incident is directly school-related and the SRO is readily available. When the SRO is not available, the Patrol Division may handle the call for service. Crime reports needing additional follow-up may be assigned to the Investigations division if the SRO is unable to complete it.

**STUDENT DISCIPLINE:**

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

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

STEPHENVILLE POLICE DEPARTMENT

\_\_\_\_\_  
Dan M. Harris Jr., Chief of Police

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Eric Cederstrom, Superintendent

# STAFF REPORT



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

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

**DEPARTMENT:** Development Services

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

## RECOMMENDATION:

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

## BACKGROUND:

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

## PROPERTY PROFILE:



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

**5.8.A Description.** This integrated residential housing district provides for medium-density city neighborhood development. The primary land use allows for single-family dwellings, two-to-four family dwelling units, patio homes, condominiums and townhomes. Generally, this district is for developments resulting in individually platted homes or dwelling units and generally, owner occupied. Recreational, religious and educational uses are also permitted so as to contribute to the natural elements of a convenient, balanced and attractive neighborhood. Development within this district is intended to be protected from the encroachment of land activities that do not contribute to the aesthetic and functional well-being of the intended district environment. The Integrated Housing District will be applicable to all Residential Districts, B-1 Neighborhood Business District (B-1), Central Business District (B-3), and Downtown District (DT).

### 5.8.B Permitted Uses.

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

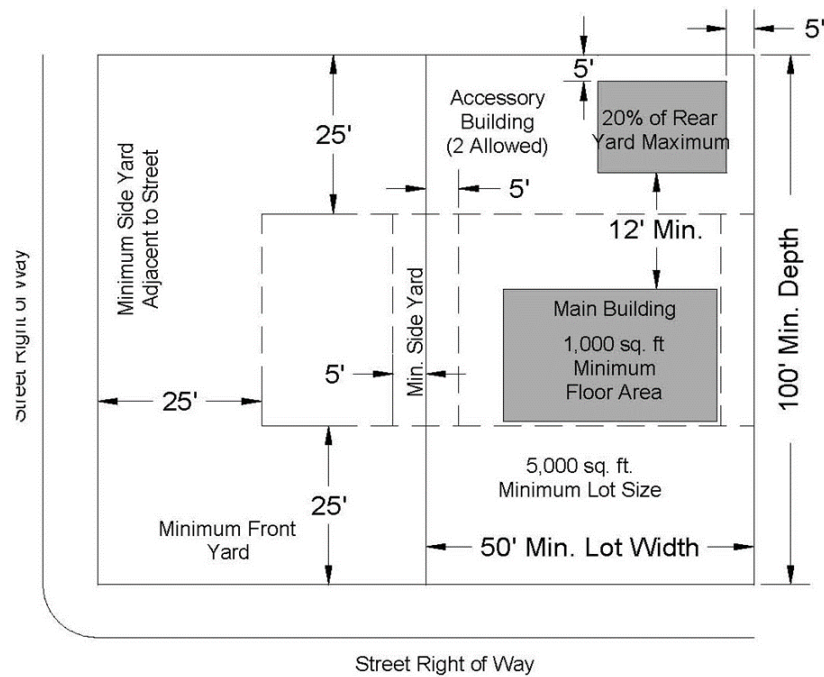
### 5.8.C Conditional Uses.

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

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

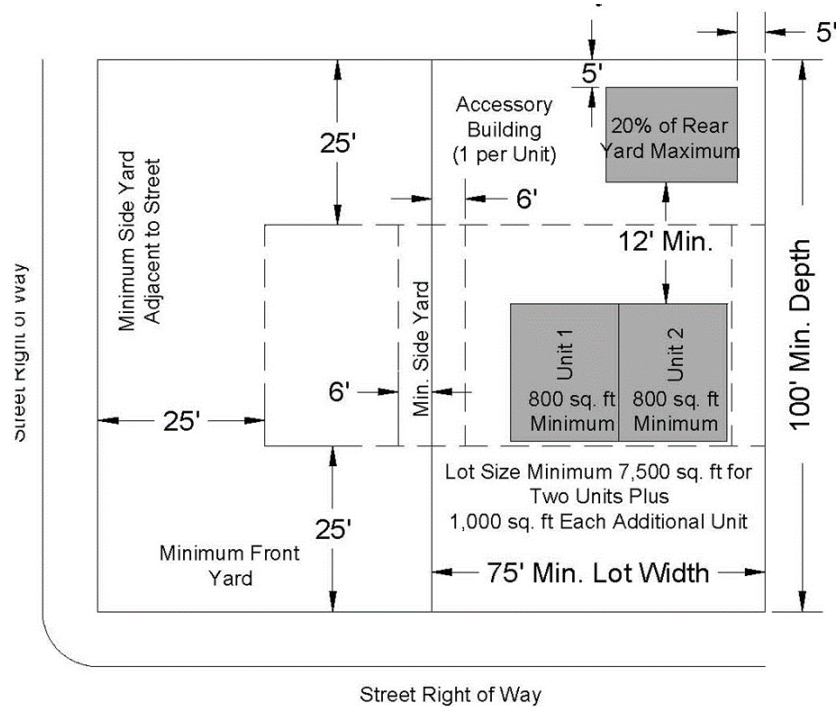
- A. Single family dwelling.
  1. Minimum lot area: 3,000 ft<sup>2</sup>.
  2. Minimum lot width and lot frontage: 50 feet.
  3. Minimum lot depth: 60 feet.
  4. Minimum depth of front setback: 15 feet.
  5. Minimum depth of rear setback: 15 feet.
  6. Minimum width of side setback:
    - a. Internal lot: five feet.
    - b. Corner lot: 15 feet from intersecting side street.
  7. Building size:
    - a. Maximum coverage as a percentage of lot area: 40%.
    - b. Single family dwelling: 1,000 ft<sup>2</sup>.
  8. Accessory buildings:
    - a. Maximum accessory buildings coverage of rear yard: 20%.
    - b. Maximum number of accessory buildings: one.

- c. Minimum depth of side setback: five feet.
  - d. Minimum depth of rear setback: five feet.
  - e. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



- B. Two-to-four family.
1. Minimum lot area: 7,500 ft<sup>2</sup> for two dwelling units, plus 1,000 ft<sup>2</sup> for each additional dwelling unit.
  2. Minimum lot width and lot frontage: 75 feet.
  3. Minimum lot depth: 100 feet.
  4. Minimum depth of front setback: 15 feet.
  5. Minimum depth of rear setback: 15 feet.
  6. Minimum width of side setback:
    - a. Internal lot: six feet.
    - b. Corner lot: 15 feet from intersecting side street.
  7. Building size:
    - a. Maximum coverage as a percentage of lot area: 40%.
    - b. Minimum area of each dwelling unit: 800 ft<sup>2</sup>.
  8. Accessory buildings:
    - a. Maximum accessory building coverage of rear yard: 20%.
    - b. Maximum area of each accessory building: 200 ft<sup>2</sup>.
    - c. Maximum number of accessory buildings: one per unit.
    - d. Minimum depth of side setback: five feet.
    - e. Minimum depth of rear setback: five feet.

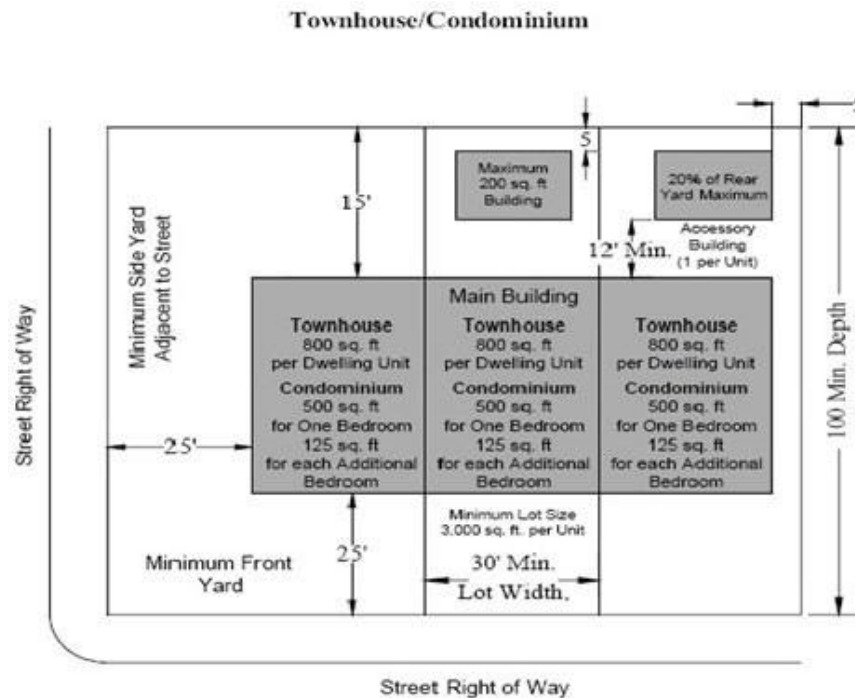
- f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



C. Townhouse/Condominium.

1. Minimum lot area: 3,000 ft<sup>2</sup> per unit.
2. Minimum average lot width and lot frontage: 30 feet.
3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
  - a. Internal lot: five feet.
  - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
  - a. Maximum building coverage as a percentage of lot area: 40%
  - b. Minimum area of each Townhouse dwelling unit: 800 ft<sup>2</sup>.
  - c. Minimum area of each Condominium of each dwelling unit: 500 ft<sup>2</sup> for one bedroom or less, plus 125 ft<sup>2</sup> of floor area for each additional bedroom.
8. Accessory buildings:
  - a. Maximum accessory building coverage of rear yard: 20%.
  - b. Maximum area of each accessory building: 200 ft<sup>2</sup>.
  - c. Maximum number of accessory buildings: one per unit.
  - d. Minimum depth of side setback: five feet.
  - e. Minimum depth of rear setback: five feet.

- f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.
11. Maximum density of Townhome or Condominium Housing within the R-2.5 District shall not exceed 14 units per acres with each unit platted separately.
12. Deviations from the required standards within the R-2.5 district will be subject to site plan review by the Planning and Zoning Commission and subsequent approval by City Council. Site plans should include renderings with elevations, a finish schedule and incorporate architectural designs that complement the existing structures of the area of integration.



**5.8. EParking Regulations.** Lots in this District shall provide a minimum of two vehicle parking spaces per dwelling unit, with a driveway connecting the parking spaces with a street or alley, and meet all the pertinent requirements contained in Section 154.11 *Parking spaces for vehicles* of this ordinance.

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

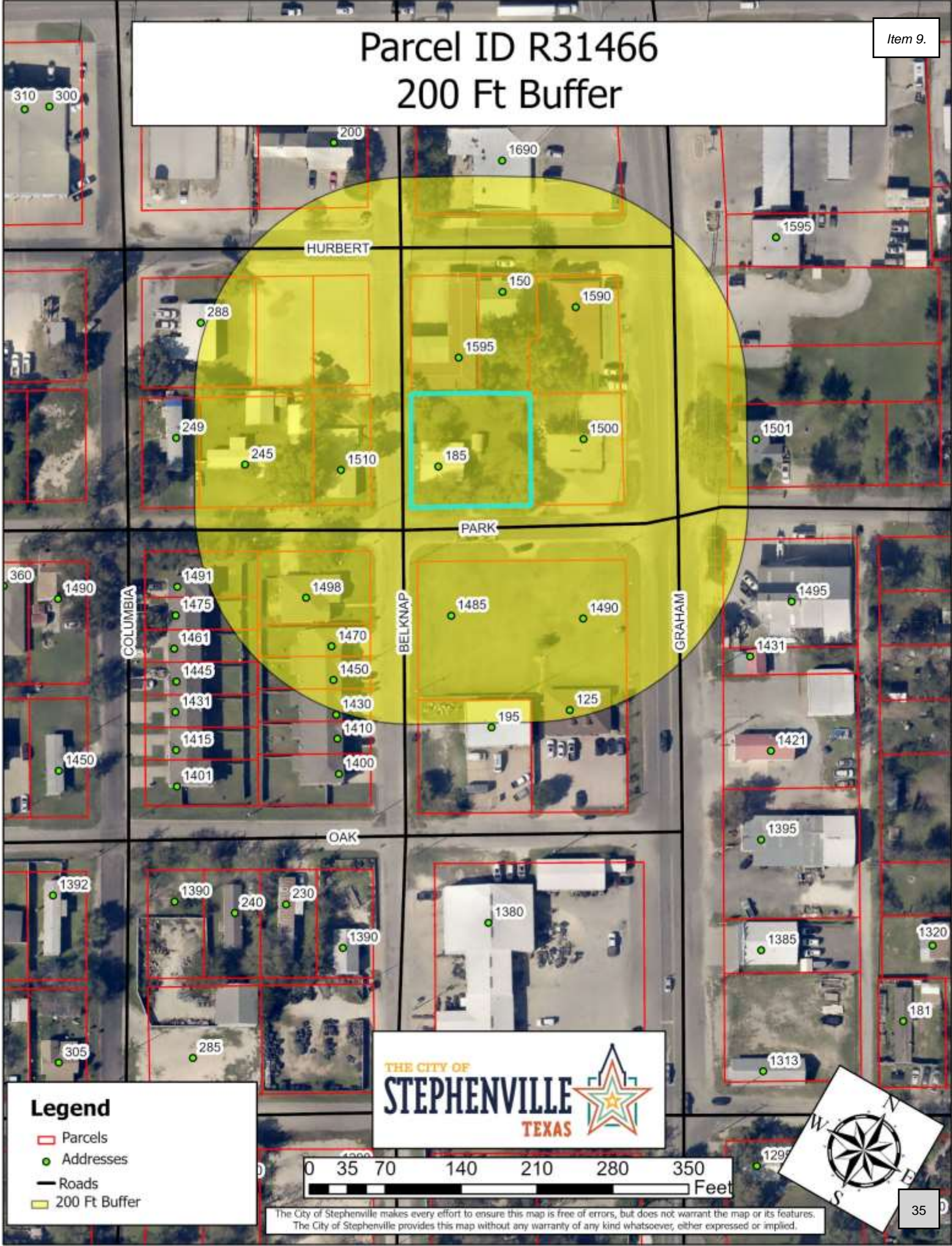
**FACTORS TO CONSIDER:**

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

- 1) Approve the rezoning request.
- 2) Deny the rezoning request.

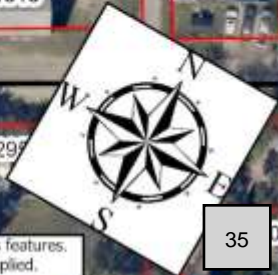
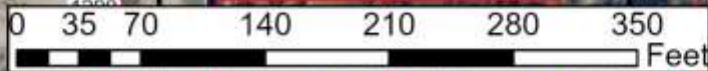


# Parcel ID R31466 200 Ft Buffer



**Legend**

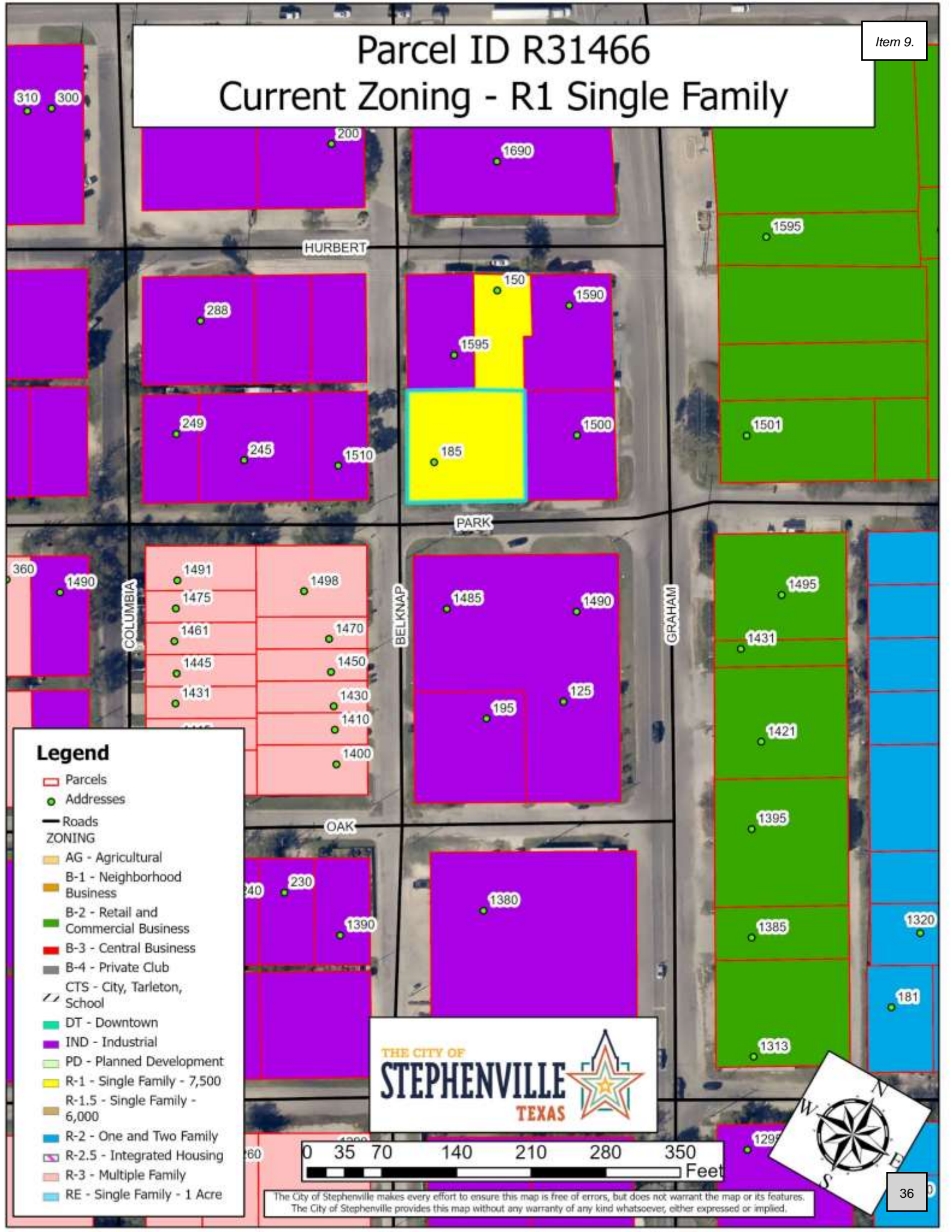
- Parcels
- Addresses
- Roads
- 200 Ft Buffer



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

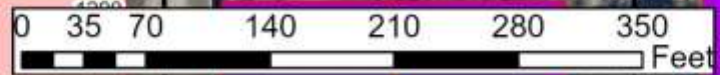


# Parcel ID R31466 Current Zoning - R1 Single Family



**Legend**

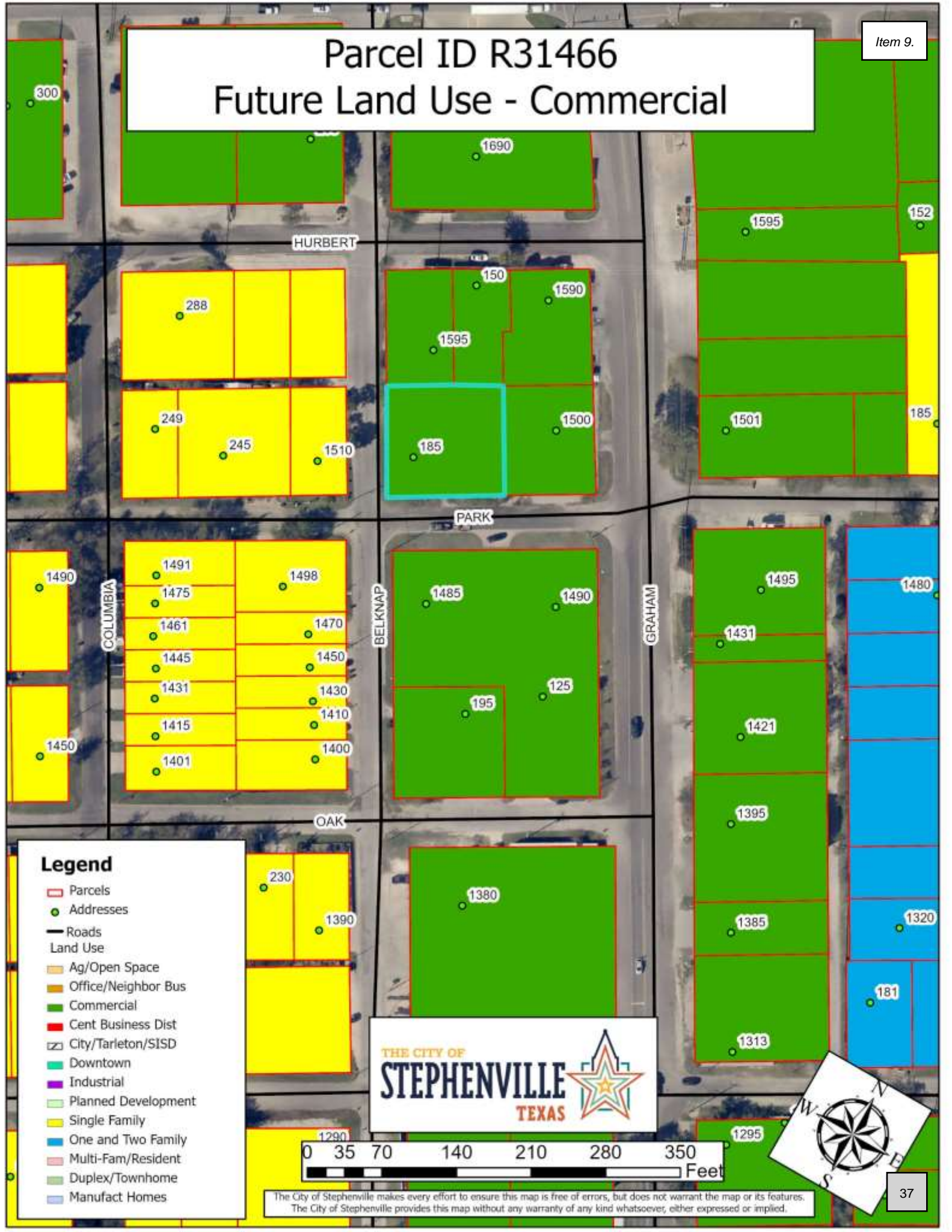
- ▭ Parcels
- Addresses
- Roads
- ZONING**
- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTS - City, Tarleton, School
- DT - Downtown
- IND - Industrial
- PD - Planned Development
- R-1 - Single Family - 7,500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



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# Parcel ID R31466 Future Land Use - Commercial



COLUMBIA

BELKNAP

GRAHAM

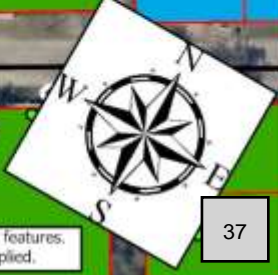
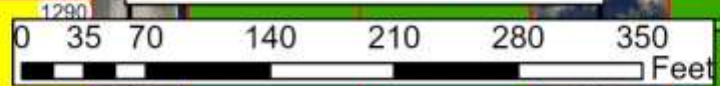
HURBERT

PARK

OAK

**Legend**

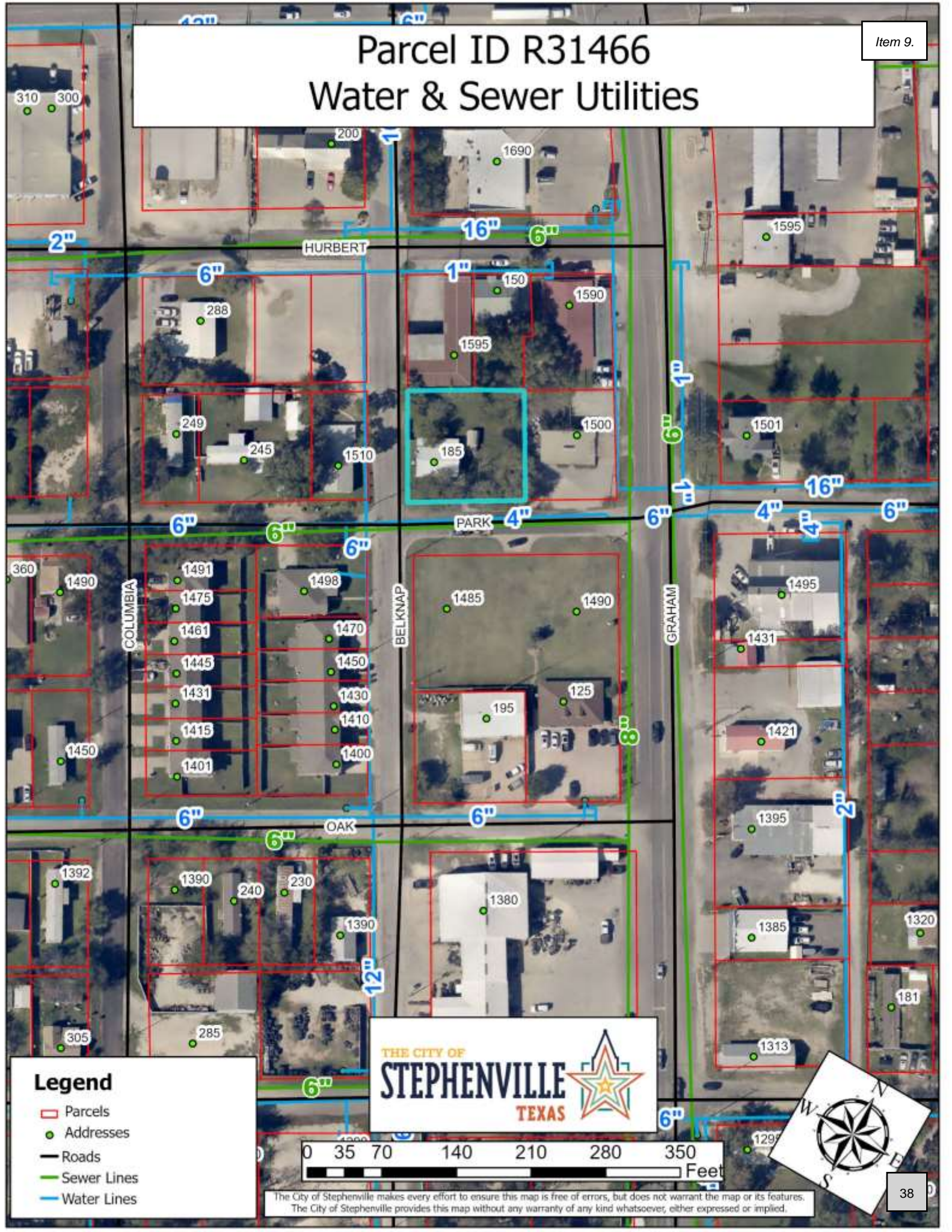
- Parcels
- Addresses
- Roads
- Land Use
- Ag/Open Space
- Office/Neighbor Bus
- Commercial
- Cent Business Dist
- City/Tarleton/SISD
- Downtown
- Industrial
- Planned Development
- Single Family
- One and Two Family
- Multi-Fam/Resident
- Duplex/Townhome
- Manufact Homes



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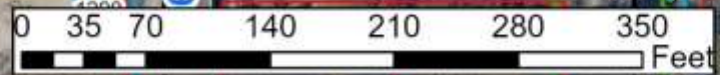


# Parcel ID R31466 Water & Sewer Utilities

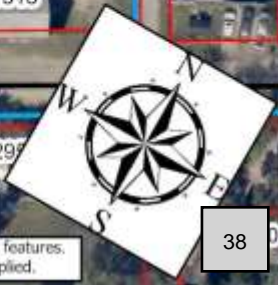


**Legend**

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



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# Parcel R31466

## 200 ft Buffer Addresses

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000031455	288 HURBERT	288 HURBERT, LLC A SERIES OF	633 W LINGLEVILLE RD	STEPHENVILLE	TX	76401
R000031459	245 PARK STREET	BERRY WARREN (TOD)	245 PARK STREET	STEPHENVILLE	TX	76401
R000028838	1495 N GRAHAM	BLEDSOE BRENT	1495 N GRAHAM	STEPHENVILLE	TX	76401
R000031458	1510 BELKNAP	CASTRO-HUERTA JORGE & MARIA GUADALUPE LOPEZ SANTOS	1510 N BELKNAP ST	STEPHENVILLE	TX	76401
R000030311	1501 N GRAHAM	CHILDRESS REVOCABLE TRUST & AMBER LONG	1132 ELK RIDGE DR	STEPHENVILLE	TX	76401
R000031466	185 W PARK STREET	COLE ZANE E	185 W PARK ST	STEPHENVILLE	TX	76401
R000074502	1470 N BELKNAP	D & D LAND INC	1230 W LARREA TRAIL	WICKENBURG	AZ	85390
R000074501	1450 N BELKNAP	D & D LAND INC	1230 W LARREA TRAIL	WICKENBURG	AZ	85390
R000074500	1430 N BELKNAP	D & D LAND INC	1230 W LARREA TRAIL	WICKENBURG	AZ	85390
R000031467	1690 N GRAHAM	DATA-CAL INVESTMENTS, LLC	4411 EASTWOODS DR	GRAPEVINE	TX	76051
R000031465	1500 N GRAHAM	DEVINEY STEVEN L & JEANNA N & CAROLYN J HILL	PO BOX1933	STEPHENVILLE	TX	76401
R000031456	200 HURBERT	JACKSON ROBERT & LISA JACKSON	670 CR431	STEPHENVILLE	TX	76401
R000031457	1590 N BELKNAP	JACKSON ROBERT & LISA JACKSON	670 CR431	STEPHENVILLE	TX	76401
R000031460	249 PARK STREET	LEWALLEN VIOLET MRS(ESTATE)	149 BLUE JAY	STEPHENVILLE	TX	76401
R000031462	150 HURBERT	MIZE SARA LYNN	150 W HURBERT ST	STEPHENVILLE	TX	76401
R000074816	1475 N COLUMBIA	NUSS DAVID & LYNNE FAMILY TRUST	1230 W LARREA TRAIL	WICKENBURG	AZ	85390
R000074817	1461 N COLUMBIA	NUSS DAVID & LYNNE FAMILY TRUST	1230 W LARREA TRAIL	WICKENBURG	AZ	85390
R000031420	125 W OAK	PARK 51 LLC	2310 BORDEAUX DR	GRANBURY	TX	76048
R000074503	1498 BELKNAP	SALDANA EVERADO C & LARISSA R SALDANA	1498 N BELKNAP	STEPHENVILLE	TX	76401
R000031461	1595 N BELKNAP	SCHOROVSKY KRISTINE & KYLE SCHOROVSKY	25180 KANSAS AVE	LOS MOLINOS	CA	96055
R000074815	1491 N COLUMBIA	STANLEY INVESTMENTS LLC	1233 LONGHORN PKWY	AXTELL	TX	76624
R000031463	1590 N GRAHAM	STEGALL LETHA KAYE	1590 N GRAHAM	STEPHENVILLE	TX	76401
R000031469	200 W LINGLEVILLE RD	STEPHENVILLE INTERBANK	PO BOX 1157	STEPHENVILLE	TX	76401
R000030313	1585 N GRAHAM	TAYLOR DEAN	P O BOX 137	STEPHENVILLE	TX	76401
R000030319	1555 N GRAHAM	TAYLOR LAWRENCE DEAN & GLORIA	PO BOX 137	STEPHENVILLE	TX	76401-0000
R000031422	195 W OAK	YOUNG CLARENCE J & LINDA S	PO BOX 545	STEPHENVILLE	TX	76401

**ORDINANCE NO. 2024-O-\_\_\_\_\_**

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

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

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

185 W. Park Street, being Parcel R31466 of the S3500 FREY FIRST ADDITION, BLOCK 35; LOT 7-8 of the City of Stephenville, Erath County, Texas

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

**PASSED AND APPROVED** this the 6<sup>th</sup> day of August 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.: PD2024-001

Applicant Southwestern Pigeon Rd, LLC is requesting a rezone of property located at 315 FM 2303, Parcel R65090 being Acres 3.020, A0520 MENELEE JARRETT; and Parcel R22587, being 91.830 acres of the A0520 of MENELEE JARRETT; HOUSE & BARN, to the City of Stephenville, Erath County, Texas from (R-1) Single Family Residential and To Be Determined to (PD) Planned Development. The applicant will present a Development Plan.

**DEPARTMENT:** Development Services

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

## RECOMMENDATION:

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

## BACKGROUND:

This property was voluntarily annexed on May 7, 2024.

On May 15, 2024, a Conceptual Plan was presented to the Planning and Zoning Commission for the 94.8-acre property. The applicant returned to the Planning and Zoning Commission on July 17, 2024, requesting approval of the Development Plan and assignment of zoning to Planned Development.

Water, sewer, and drainage plans have been submitted and staff comments were provided on June 28. The site plan has been reviewed by Development Services, Public Works and Fire.

Certain modifications have been made to the site plan in response to comments received on from the Conceptual Plan presentation including increasing side and rear yard setbacks to 30' (requirement is 10' and 20", respectively). Landscape buffering will also be provided and storage building heights have been reduced.

The following development standards/deviations are reflected in the project narrative.

<b>DEVELOPMENT STANDARDS</b>		
<b>LOT REQUIREMENTS (PLATTED AS SINGLE LOT)</b>		
	R-3 STANDARD	PROPOSED
DENSITY	24 UNITS / ACRE MAX	5 UNITS / ACRE
FRONT SETBACK (FRONTAGE)	25'	25'
REAR SETBACK	20'	30'
SIDE SETBACK	10'	30'
BUILDING SEPARATION	10'	10'
LANDSCAPE BUFFER	20'	30' (10' @ STORAGE UNITS)

<b>DWELLING UNITS (1, 2, &amp; 3 BEDROOM DETACHED HOMES)</b>		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	625 SF (MINIMUM)	625 SF (MINIMUM)
HEIGHT	35'	35'
PARKING (1 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT (TANDEM)
PARKING (2 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT (TANDEM)
PARKING (3 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT

<b>DWELLING UNITS (TOWNHOMES)</b>		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	625 SF (MINIMUM)	625 SF (MINIMUM)
HEIGHT	35'	48'
PARKING	2 STALLS/UNIT	2 STALLS/UNIT

<b>DWELLING UNITS (SHORT-TERM RENTAL)</b>		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	N/A	500 SF (MINIMUM)
HEIGHT	N/A	35'
PARKING	N/A	1 STALL/UNIT

<b>PUBLIC / SEMI-PUBLIC BUILDINGS (LEASING OFFICE, CLUB HOUSE)</b>		
	R-3 STANDARD	PROPOSED
HEIGHT	60' MAX	48' MAX
PARKING	1 STALL / 200 SF	1 STALL / 400 SF

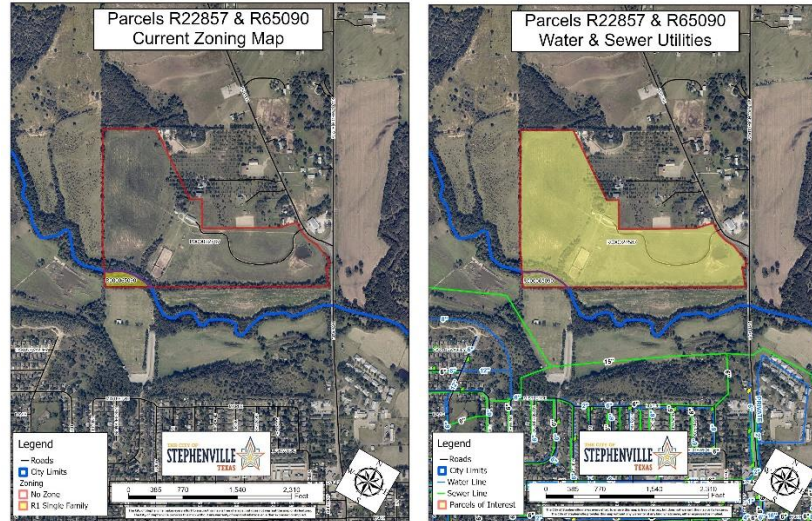
Note: the plan references Short-Term rentals, which are currently not regulated by the city.

- The height concession (13' increase) requested is applicable to the Townhomes to allow for higher ceilings.
- Non-residential building parking concessions from 1/200 sf to 1/400 sf are for the leasing office, bodega and event center. The Developer states shuttle service will be provided.
- Landscape dedication fees of \$400 per unit are being requested. Staff initially supported this reduction; however, the project is now being phased and Phase I is not anticipated to be completed until 2027. No park space is provided in Phase I and Phase II does not begin until completion of Phase I.

A TIA has been conducted and a TxDOT application is in progress.



## PROPERTY PROFILE:



### Sec. 154.08. Planned development district (PD).

#### 8.A Description.

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

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

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

- (1) The project utilized innovative land development concepts and is consistent with the Comprehensive Land Use plan and the goals and objectives of the city;
- (2) Non-residential uses are situated such that an appreciable amount of land is available for open space or joint use as parking space and is integrated throughout the planned development;
- (3) The site exhibits environmentally natural features which should be considered for preservation and/or enhancement;

- (4) Aesthetic amenities may be provided in the planned development design which are not economically feasible to provide in conventional non-residential projects; and
- (5) The project provides a compatible transition between adjacent existing single-family residential projects and provides a compatible transition for the extension of future single-family projects into adjacent undeveloped areas.

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

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

#### **8.C Prohibited Uses.**

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

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

#### **8.E Development Schedule.**

- (1) An application for a Planned Development District shall be accompanied by a development schedule indicating the approximate date on which construction is expected to begin and the rate of anticipated development to completion. The development schedule, adopted and approved by the City Council, shall become part of the Planned Development Ordinance and shall be adhered to by the owner, developer and their assigns or successors in interest.

- (2) Annually, upon the anniversary date, or more frequently if required, the developer shall provide a written report to the Planning and Zoning Commission concerning the actual development accomplished as compared with the development schedule.
- (3) The Planning and Zoning Commission may, if in its opinion the owner or owners of the property are failing or have failed to meet the approved development schedule, initiate proceedings to amend the Official Zoning map or the Planned Development District by removing all or part of the Planned Development District from the Official Zoning Map and placing the area involved in another appropriate zoning district. After the recommendation of the Planning and Zoning commission and for good cause shown by the owner and developer, the City Council may extend the development schedule as may be indicated by the facts and conditions of the case.

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

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

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

**8.I Approval Procedures.**

- (1) An application for development plan approval shall be filed with the Director of Community Development accompanied by a development plan.
- (2) The procedures for hearing a request for a zoning change to "PD" shall be the same as for a requested change to any other district as set forth Section 20 of the Zoning Ordinance.
- (3) Any substantive revision to a development plan between the public hearing before the Planning and Zoning Commission and the public hearing before the City Council shall necessitate the development plan being referred back to the Planning and Zoning Commission for review and evaluation unless the revision constitutes a minor change as provided below, or the change was condition of the approval.
- (4) Any revisions to the development plan after the public hearing before the City Council shall be submitted to the Director of Community Development for distribution, review and written evaluation by city staff prior to submission to and approved by the City Council.
- (5) Minor changes to an approved development plan, which will not cause any of the following circumstances to occur, may be authorized by the Director of Community Development or his or her designee:
  - (a) A change in the character of the development;
  - (b) An increase in the gross floor areas in structures;
  - (c) An increase in the intensity of use;
  - (d) A reduction in the originally approved separations between buildings;
  - (e) Any adverse changes in traffic circulation, safety, drainage and utilities;
  - (f) Any adverse changes in such external effects on adjacent property as noise, heat, light, glare, vibration, height scale or proximity;

- (g) A reduction in the originally approved setbacks from property lines;
  - (h) An increase in ground coverage by structures;
  - (i) A reduction in the ratio of off-street parking and loading space; and
  - (j) A change in the size, height, lighting or orientation of originally approved signs.
- (6) The decision of the Director of Community Development or his or her designee as to whether minor changes are being requested may be appealed to the Planning and Zoning Commission. Any change deemed not to be minor change, as indicated above, shall be processed as a new application in accordance with the provisions of this section and Section 20.1 of the Zoning Ordinance.

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

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

**8.K Conditions for Development Plan Approval.**

- (1) A development plan shall be approved only if all of the following conditions have been found during the review and process:
  - (a) That the uses will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values with the immediate vicinity;
  - (b) That the establishment of the use or uses will not impede the normal and orderly development and improvements of surrounding vacant property;
  - (c) That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

- (d) That the design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
  - (e) That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
  - (f) That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.
- (2) In approving a development plan, the City Council may impose additional conditions necessary to protect the public interest and welfare of the community.

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

**8.M Revocation.**

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

**FACTORS TO CONSIDER:**

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in 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) Approve the Development Plan and assign zoning of Planned Development.
- 2) Deny the rezone request and reassign to the Planning and Zoning Commission to assign zoning within six-months of the date of Annexation.



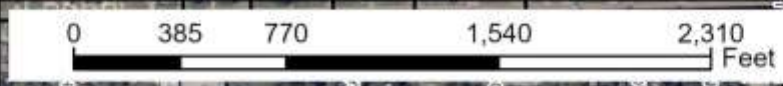
# Parcels R22857 & R65090 Current Zoning Map

Item 12.



## Legend

- Roads
- City Limits
- Zoning
- No Zone
- R1 Single Family

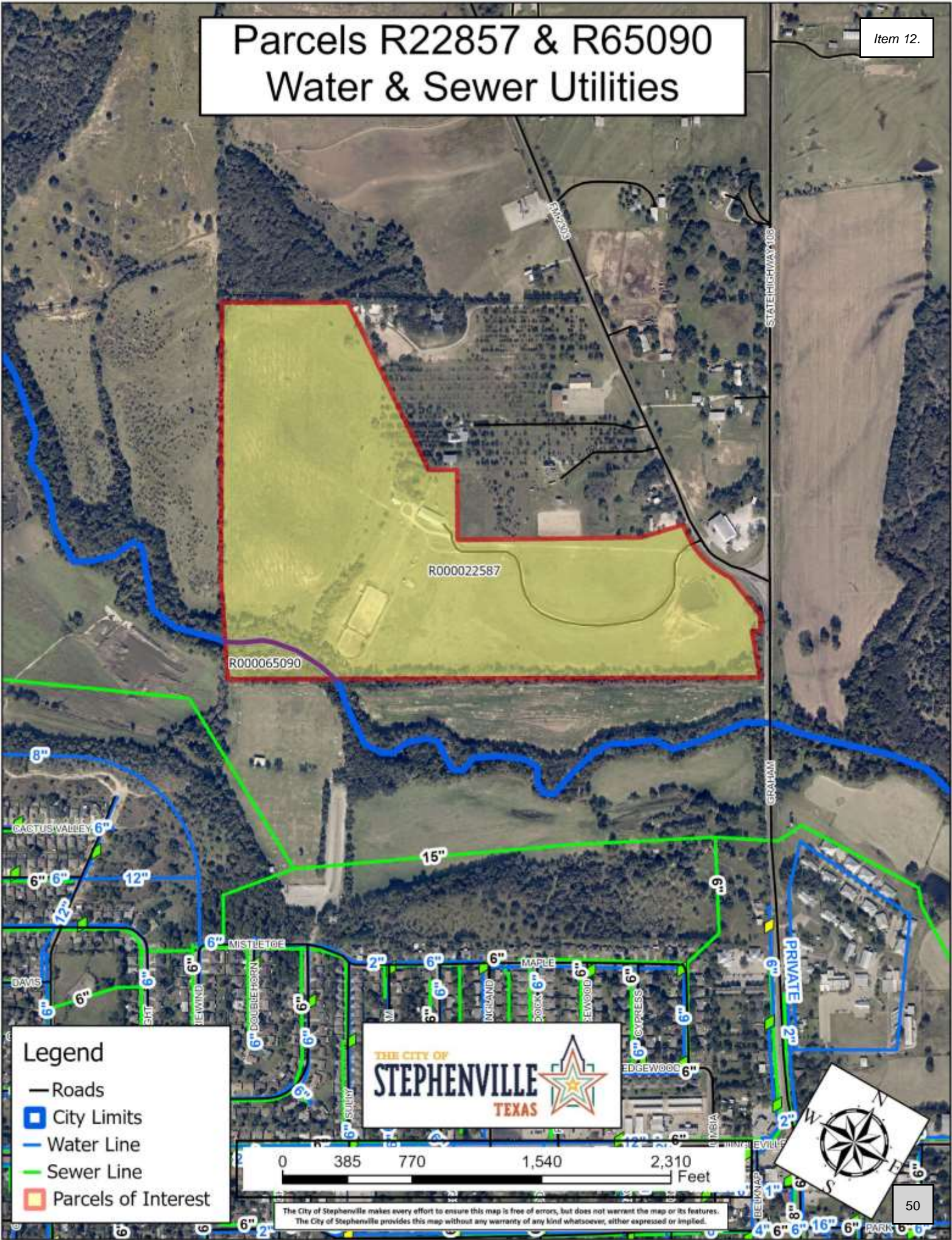


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# Parcels R22857 & R65090 Water & Sewer Utilities

Item 12.



**Legend**

- Roads
- City Limits
- Water Line
- Sewer Line
- Parcels of Interest



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~~08 July 2024~~ 09 July 2024

Mr. Steve Killen  
 Director of Development Services  
 The City of Stephenville, Texas  
 298 West Washington Street  
 Stephenville, TX 76401

Re: La Paloma Zoning Amendment Application

Dear Mr. Killen,

Architexas is pleased to submit this Zoning Amendment Application on behalf of Southwestern Pigeon Road, LLC for the proposed development to be known as La Paloma. For clarity, this information is to supersede any information previously submitted. Please reference the attached La Paloma P&Z Exhibits for additional information.

The property is currently vacant and is located at 315 FM 2303 (aka Pigeon Road) at the junction of HWY 108. Annexation of the property was approved by the Stephenville City Council on May 7, 2024. The property will be platted as **one single lot** with private infrastructure and streets meeting the access requirements of Stephenville’s Fire Department. The project requests a Plan Development to establish zoning and development standards for the property. Our request is based on the requirements set by The Zoning Code of the City of Stephenville, Texas, Chapter 154, Article I, Section 154.05.6 **Multiple Family Residential District (R-3)**, and follows the height, area, yard, and lot coverage requirements for Paragraph 5.6.D (D) Multiple family dwellings with minor exceptions illustrated on the Concept Plan and described below:

SITE INFORMATION	
TOTAL SITE AREA	94.893 ACRES (4,133,555 SQUARE FEET)
EXISTING ZONING	N/A
PROPOSED ZONING	PLAN DEVELOPMENT
EXISTING LAND USE	UNDEVELOPED / VACANT
PROPOSED LAND USE	MULTI-FAMILY RESIDENTIAL

<b>DEVELOPMENT STANDARDS</b>		
<b>LOT REQUIREMENTS (PLATTED AS SINGLE LOT)</b>		
	R-3 STANDARD	PROPOSED
DENSITY	24 UNITS / ACRE MAX	5 UNITS / ACRE
FRONT SETBACK (FRONTAGE)	25'	25'
REAR SETBACK	20'	30'
SIDE SETBACK	10'	30'
BUILDING SEPARATION	10'	10'
LANDSCAPE BUFFER	20'	30' (10' @ STORAGE UNITS)

<b>DWELLING UNITS (1, 2, &amp; 3 BEDROOM DETACHED HOMES)</b>		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	625 SF (MINIMUM)	625 SF (MINIMUM)
HEIGHT	35'	35'
PARKING (1 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT (TANDEM)
PARKING (2 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT (TANDEM)
PARKING (3 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT

<b>DWELLING UNITS (TOWNHOMES)</b>		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	625 SF (MINIMUM)	625 SF (MINIMUM)
HEIGHT	35'	48'
PARKING	2 STALLS/UNIT	2 STALLS/UNIT

<b>DWELLING UNITS (SHORT-TERM RENTAL)</b>		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	N/A	500 SF (MINIMUM)
HEIGHT	N/A	35'
PARKING	N/A	1 STALL/UNIT

<b>PUBLIC / SEMI-PUBLIC BUILDINGS (LEASING OFFICE, CLUB HOUSE)</b>		
	R-3 STANDARD	PROPOSED
HEIGHT	60' MAX	48' MAX
PARKING	1 STALL / 200 SF	1 STALL / 400 SF

The requested concessions for the development plan are summarized below:

- **BUILDING HEIGHTS** – The only building height increase over the R-3 standards is for the Townhomes. We request a height increase from 35' to 48' for the townhomes to allow for taller ceiling heights. The townhomes will be three stories with roof-top terraces. Following R-3 standards, Single-Family units will be single story, limited to 35'. Short-Term Rental uses will be two stories and limited to 35'. We propose to reduce the allowable height for Public / Semi-Public Buildings, including the Leasing Center, Town Center / Club House, Storage Buildings and Pavilion, which will be limited to 48' (less than the R-3 required 60').
- **PARKING (RESIDENTIAL)** - Parking for single family residential units will be two spaces, in a tandem configuration for one-bedroom and two-bedroom units. Three-bedroom units, both single family and townhomes, will have two-car garages. In addition to the dedicated parking for each unit, off-street guest parking will be provided throughout the development totaling 128 spaces. No on-street parking will be allowed.
- **PARKING (NON-RESIDENTIAL)** - Parking for public / semi-public buildings will be 1:400 (vs the R-3 standard of 1:200). The parking reduction at the public / semi-public buildings is supported by the fact that the development will have an extensive hike-and-bike trail and bicycle parking at the public buildings. The property will also operate a private shuttle service to and from the public buildings.
- **FRONT YARD SETBACKS** - Clarification that the 25' front-yard setback is for the ROW frontage on HW 108 and FM 2302. Front yard setbacks for the single-family residences interior to the site will be 10'.
- **SIDE / REAR-YARD SETBACKS** – We have amended the plan which previously proposed a 5' setback at the Storage Buildings. We are proposing a 30' side-yard / rear-yard setback for the perimeter of the site. (R-3 standards require a 10' side-yard and 20' rear-yard setback.) Set-backs interior to the development will be minimum 10' building separations per UDC. Side yard setbacks at interior corner lots will be 15'.
- **LANDSCAPE BUFFER** – A landscape buffer will be provided between the multi-family development and adjacent residential uses. The landscape buffer will be 30' except at the Storage Buildings where it will be 10'.
- Additionally, as a point of clarification, the project assumes the City's parkland fees will be assigned at the rate of \$400/dwelling unit, to be paid at the completion of each phase of development completion.

## ADDITIONAL CLARIFICATIONS

### Fire Department Access

Due to the constraints of the TxDOT roadway frontage on FM 2303 and HWY 108, as well as the limitations working within the FEMA 100-yr floodplain, the site will only allow for one access point on FM 2303. In lieu of a secondary point of access, we are providing a primary “Boulevard” paving section with a full fire lane width on both sides of the roadway. This design will allow for access redundancy in the event one side of the roadway is blocked to traffic and/or fire department access. Additionally, all buildings will be equipped with a fire sprinkler system. This design has been coordinated and approved by the city fire department.

### Traffic Impact Analysis

A Traffic Impact Analysis has been conducted by Kimley-Horn which analyzed both the proposed driveway connection to FM 2303, and the existing intersection of SH 108 & FM 2303. The intersections were analyzed through full build out, and beyond, to a 2031 Horizon Year. Both intersections were determined to operate at an acceptable level of service through all analyzed scenarios, per the T.R.B. Highway Capacity Manual.

Additionally, the entrance drive to the main access gate will be two lanes, allowing residents to drive around any visitors waiting at the Gate House. This will prevent cars queuing at the gate and will help avoid cars backing up onto the road.

### TxDOT Application

The TxDOT application is in progress. The design team held an in-person meeting with TxDOT on 2/28/2024 to discuss the development and TxDOT improvements that would be required. A concept plan was submitted in April 2024, comments were received, and the plan was modified to meet TxDOT requirements. The design team received confirmation from TxDOT accepted the concept plan, but will require permit submittal and full review. The permit submittal will be delivered no later than 7/11/2024.

### Flood Way Impact / Water Quality

All development will be outside of the FEMA Flood Way. One of the main objectives of the site design is to mitigate any negative impact of increase impervious cover on the watershed of the South Fork of the North Bosque River. Interior streets will be constructed with a bio-swale / rain garden as part of the stormwater management system. These rain gardens will allow for rain to permeate back into the soil and will help absorb pollutants from any run-off before it enters the watershed.

**Domestic Water and Sanitary Sewer Improvements**

Pending final approval of the Water and Sewer Studies (which are currently under review with the City) and in conformance with the City’s Master Plan, the proposed development will include the following public improvements:

- A 12” water main from the N Belknap St & W Lingleville Road (highway 8) intersection, along Highway 108 and FM-2303, to the site’s northern boundary along FM-2303.
- A sanitary sewer force main and 8” gravity sewer line from the southwest corner of the proposed development to the existing sanitary sewer line that runs east-west within the Stephenville Soccer Association’s property. The development will include an on-site sanitary lift station.

**Street Names**

Because all streets will be private, the project team has been in contact with Stephenville Fire Department to discuss their preference for addressing. This information will be provided under separate attachment.

**Lighting Plans**

Street lighting will be provided by an 18’-0” pole mounted lantern. Additional interior path lighting will also be provided for pedestrian safety. All lighting will meet DarkSky standards. No light will spill to adjacent properties. Refer Lighting Diagram.

**Right-of-Way Landscaping**

Approximately 11,300 sf of formal landscaping will be installed at the development’s Entry Gate and adjacent to the Leasing Office. An additional 53,400 sf of prairie style grasses and wildflowers will be maintained along the Frontage Fence as indicated on the Fencing Diagram.

**Entry Signage**

The development will be marked by a discreet entry sign consisting of a 4’-0” tall stone wall with water-jet cut steel signage band. The signage band will be back-lit at night. Reference Monument Sign illustration.

**Perimeter Fencing**

The property will have a combination of fencing types around the perimeter. The entry will be a stone wall with decorative iron vehicular gates and man-doors. The frontage fencing on FM2303 and HWY 108 will be a wood rail supported by stone or columns. The fencing around the perimeter property lines will be a 6’-0” wooden privacy fence with stucco columns.

**Residential Unit Mix**

The development will provide two types of permanent for-lease residential products: single-family

detached units and townhomes. In addition, short-term rental units will be provided for tenant use only when needing to accommodate over-night guests. Locations, floor plans and renderings of the residential units are illustrated in the attached EXHIBIT YY. The unit mix is as follows:

- 1-bedroom detached units: 83
- 2-bedroom detached units: 133
- 3-bedroom detached units: 77
- 2-bedroom townhomes: 28
- 3-bedroom townhomes: 29
- Short-term rental units: 23

### **Storage Units**

Sixty eight storage units will be provided for tenant use only. These storage building will follow the design language of the development with Spanish-revival architecture consisting of white stucco walls, clay tile roofs, carriage house -style doors and decorative lighting. The storage building will be 16'-0" and screened with a 6'-0" privacy fence and 10'-0" landscape buffer along the property line.

### **Town Center - Clubhouse / Bodega / Community Room / Fitness Center / Pool**

The development's amenities will include a centrally located clubhouse known as the Town Center. This amenity area will include a living room-style lounge for tenants to gather and socialize. A bodega-style grocery will complement the clubhouse providing essential groceries as well as meals-ready-to-eat prepared for tenants to either purchase in store or have delivered. The bodega kitchen will also serve a concessions counter where tenants can order food to be enjoyed in the living room lounge or on the pool deck. In addition to the living room, the clubhouse will have a community room where tenants can host gatherings of up to 100 people. The clubhouse will also include a modern spa-like fitness center with exercise equipment and group-fitness studio, along with fully appointed locker rooms. All of these elements will surround a resort-style pool with native landscaping.

The Town Center will be approximately 10,000 sf and will match the Spanish Revival architectural style of the Leasing Center. Regional stone exterior walls, clay-tile roofs, deep porches with heavy timber columns and shaped roof rafters, and architectural windows will create an elevated experience for tenants and guests.

### **Preliminary Project Schedule**

- April 12, 2024 - Petition for Annexation Submittal - COMPLETE
- April 17, 2024 - Concept Plan for Plan Development Application Submittal - COMPLETE
- May 7, 2024 - City Council Meeting on Annexation Petition - COMPLETE

- May 15, 2024 - Planning & Zoning Commission Meeting on Concept Plan - COMPLETE
- July 8, 2024 - Plan Development Submittal
- July 17, 2024 - Planning & Zoning Commission Meeting on Plan Development Submittal
- August 6, 2024 - City Council Meeting on Plan Development
- August 19, 2024 - Preliminary Plat & Civil Engineering Submittal
- September 18, 2024 - P&Z Commission Meeting for Preliminary Plat Approval
- October 14, 2024 - Civil Engineering Approval & Start of Construction
- Spring 2025 - Completed Construction of Public Improvements
- August 2025 – Phase 1 Construction Commencement
- August 2027 – Phase 2 Construction Commencement

We appreciate the assistance your team has provided. Please do not hesitate to contact me if you require more information or have any questions regarding this application.

Respectfully,



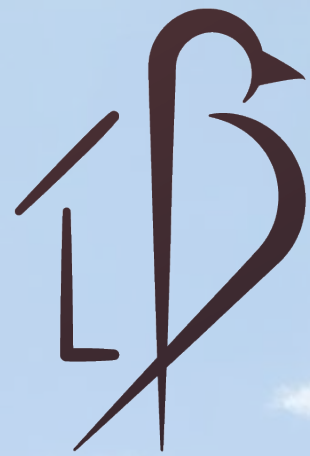
John P. Allender, AIA  
Principal - Architexas

allender@architexas.com  
tel 210.998.2422

Attached under this cover:  
2313 La Paloma – Concept Plan  
2313 La Paloma – EXHIBIT AA – Turn Lane Exhibit  
2313 La Paloma – EXHIBIT BB – Entry By-Pass Lane

Cc: Southwestern Pigeon Road, LLC





# LA PALOMA

A CHISHOLM TRAIL DEVELOPMENT

**Kimley»Horn**  
Expect More. Experience Better.

**studioOutside**

**Architexas**

**SOUTHWESTERN**  
CAPITAL PARTNERS





# DESIGN INTENTIONS



## FAMLIAR WARMTH

comfortable, timeless  
design inspired by spanish  
architecture, using regional  
materials & authentic details

## TRANQUIL RETREATS

withdraw into personalized  
spaces that utilize landscape  
and architectural features for  
optimal privacy

## INCLUSIVE CONVENIENCE

community amenities promote  
work life balance providing  
comfortable spaces for both  
private and social activities

## ACTIVE LIVING

hike and bike trails, outdoor  
fitness stations and gym  
give ample opportunities to  
promote a healthy lifestyle



# SUSTAINABILITY GOALS & GUIDELINES



## REGIONALLY SOURCED MATERIALS & LABOR

locally and regionally sourced materials  
local labor and manufacturing

## SITE HYDROLOGY

protect water shed with landscape systems to filter storm water run off  
rainwater harvesting

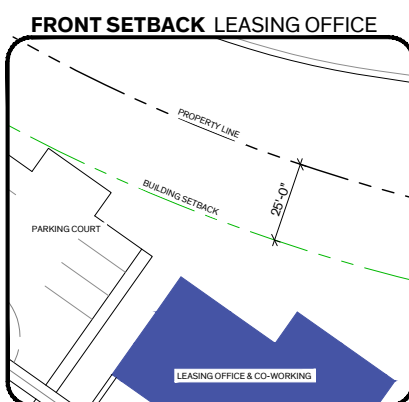
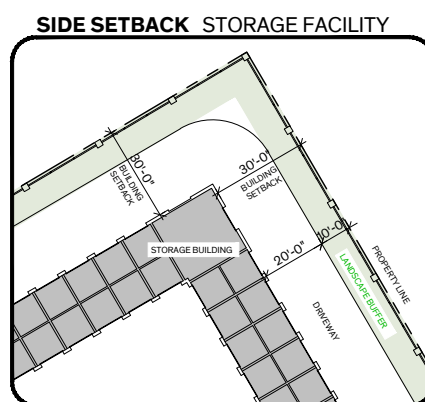
## INDOOR AIR QUALITY

fresh air & ventilation  
carcinogen free materials

## ENERGY EFFICIENCY

highly insulated walls  
insulated windows  
energy efficient hvac and lighting





**DENSITY + PARKING COUNTS**

	SQUARE FOOTAGE	HEIGHT	PARKING
1 BEDROOM (83 units)	900 s.f.	36'	2 stalls/unit (tandem)
2 BEDROOM (133 units)	1,250 s.f.	36'	2 stalls/unit (tandem)
3 BEDROOM (77 units)	1,450 s.f.	36'	2 stalls/unit (tandem)
TOWNHOMES (57 units)	1,250 s.f.	48'	2 stalls/unit (tandem)
SHORT TERM RENTAL (23 units)	750 s.f.	48'	24 stalls
<b>OFF-STREET PARKING</b>			128 stalls
<b>PUBLIC BUILDINGS / AMENITIES:</b>			
LEASING CENTER & COWORKING SPACE	6,000 s.f.	48'	1:400 = 15 stalls
STORAGE FACILITY (68 units)	11,250 s.f.	16'	N/A
TOWN CENTER CLUBHOUSE / BODEGA	10,000s.f. (total)	48'	1:400 = 25 stalls
COMMUNITY ROOM	4,000 s.f.		
FITNESS CENTER	3,500 s.f.		
2,500 s.f.			
SITE STRUCTURES	8,000 s.f.	36'	N/A
SHUTTLE STOP			

**LA PALOMA**  
A CHISHOLM TRAIL DEVELOPMENT

**CHISHOLM TRAIL DEVELOPMENTS**

**SOUTHWESTERN CAPITAL PARTNERS**

**Kimley»Horn**  
Expect More. Experience Better.

**Architexas**

**LA PALOMA - OVERALL CONCEPT PLAN**  
SCALE: 1"=120'





**DEVELOPMENT STANDARDS**

Based on the Zoning Code of the City of Stephenville, Texas, Section 154.05.6 - Multiple Family Residential District (R-3).

**DWELLING UNITS** 1-BED, 2-BED, AND 3-BED DETACHED RENTAL HOMES, TOWNHOMES, SHORT-TERM RENTAL

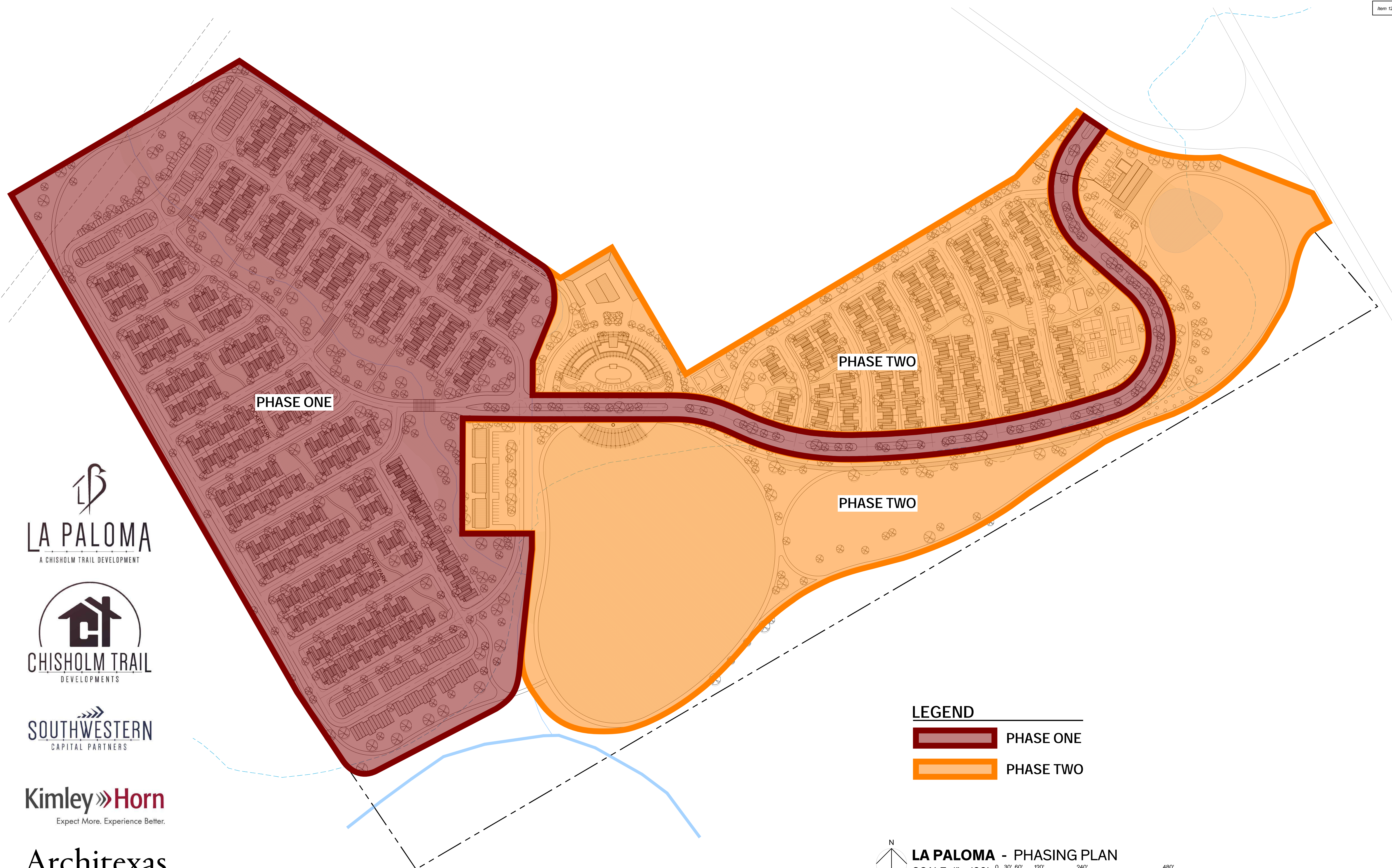
	DENSITY	SQUARE FEET/UNIT	HEIGHT	PARKING	LOT DEPTH	SETBACKS			
						FRONT	REAR	SIDE (INTERNAL LOT)	SIDE (CORNER LOT)
CURRENT STANDARD	24 units / acre	625 S.F. (minimum)	35' (max. ht.)	2 stalls/unit	100' (min)	25'	20'	10'	25'
PROPOSED	5 units/ acre	625 S.F. (minimum)	48' (max. ht.)	2 stalls/unit (tandem)	100' (min)	25'	20'	30' *	25' **

\* 10' BUILDING SEPARATION AND 5' SETBACK PROPOSED AT STORAGE FACILITY, REFERENCE OVERALL CONCEPT PLAN.

\*\* 15' SIDE SETBACK AT INTERNAL STREETS







PHASE ONE

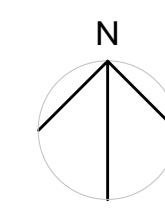
PHASE TWO

PHASE TWO

**LEGEND**

 PHASE ONE

 PHASE TWO



**LA PALOMA - PHASING PLAN**

SCALE: 1"=120' 0' 30' 60' 120' 240' 480'









# DEVELOPMENT STANDARDS

SITE INFORMATION	
TOTAL SITE AREA	94.893 ACRES (4,133,555 SQUARE FEET)
EXISTING ZONING	N/A
PROPOSED ZONING	PLAN DEVELOPMENT
EXISTING LAND USE	UNDEVELOPED / VACANT
PROPOSED LAND USE	MULTI-FAMILY RESIDENTIAL

DEVELOPMENT STANDARDS		
LOT REQUIREMENTS (PLATTED AS SINGLE LOT)		
	R-3 STANDARD	PROPOSED
DENSITY	24 UNITS / ACRE MAX	5 UNITS / ACRE
FRONT SETBACK (FRONTAGE)	25'	25'
REAR SETBACK	20'	30'
SIDE SETBACK	10'	30'
BUILDING SEPARATION	10'	10'
LANDSCAPE BUFFER	20'	30' (10' @ STORAGE UNITS)

DWELLING UNITS (1, 2, & 3 BEDROOM DETACHED HOMES)		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	625 SF (MINIMUM)	625 SF (MINIMUM)
HEIGHT	35'	35'
PARKING (1 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT (TANDEM)
PARKING (2 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT (TANDEM)
PARKING (3 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT

DWELLING UNITS (TOWNHOMES)		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	625 SF (MINIMUM)	625 SF (MINIMUM)
HEIGHT	35'	48'
PARKING	2 STALLS/UNIT	2 STALLS/UNIT

DWELLING UNITS (SHORT-TERM RENTAL)		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	N/A	500 SF (MINIMUM)
HEIGHT	N/A	35'
PARKING	N/A	1 STALL/UNIT

PUBLIC / SEMI-PUBLIC BUILDINGS (LEASING OFFICE, CLUB HOUSE)		
	R-3 STANDARD	PROPOSED
HEIGHT	60' MAX	48' MAX
PARKING	1 STALL / 200 SF	1 STALL / 400 SF

- BUILDING HEIGHTS – **The only building height increase over the R-3 standards is for the Townhomes.** We request a height increase from 35' to 48' for the townhomes to allow for taller ceiling heights. The townhomes will be three stories with roof-top terraces. Following R-3 standards, Single-Family units will be single story, limited to 35'. Short-Term Rental uses will be two stories and limited to 35'. **We propose to reduce the allowable height for Public / Semi-Public Buildings, including the Leasing Center, Town Center / Club House, Storage Buildings and Pavilion, which will be limited to 48' (less than the R-3 required 60').**
- PARKING (RESIDENTIAL) - Parking for single family residential units will be **two spaces, in a tandem configuration for one-bedroom and two-bedroom units.** Three-bedroom units, both single family and townhomes, will have two-car garages. In addition to the dedicated parking for each unit, off-street guest parking will be provided throughout the development totaling 128 spaces. **No on-street parking will be allowed.**
- PARKING (NON-RESIDENTIAL) - **Parking for public / semi-public buildings will be 1:400 (vs the R-3 standard of 1:200).** The parking reduction at the public / semi-public buildings is supported by the fact that the development will have an extensive hike-and-bike trail and bicycle parking at the public buildings. The property will also operate a private shuttle service to and from the public buildings.
- FRONT YARD SETBACKS - Clarification that the **25' front-yard setback is for the ROW frontage on HW 108 and FM 2302.** Front yard setbacks for the single-family residences interior to the site will be 10'.
- SIDE / REAR-YARD SETBACKS – **We have amended the plan which previously proposed a 5' setback at the Storage Buildings. We are proposing a 30' side-yard / rear-yard setback for the perimeter of the site.** (R-3 standards require a 10' side-yard and 20' rear-yard setback.) Set-backs interior to the development will be minimum 10' building separations per UDC. Side yard setbacks at interior corner lots will be 15'.
- LANDSCAPE BUFFER – A landscape buffer will be provided between the multi-family development and adjacent residential uses. **The landscape buffer will be 30' except at the Storage Buildings where it will be 10'.**
- Additionally, as a point of clarification, the project assumes the **City's parkland fees will be assigned at the rate of \$400/dwelling unit,** to be paid at the completion of each phase of development completion.



# LEASING CENTER & GATE HOUSE



LIVE/WORK/THRIVE

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TEXAS HACIENDA

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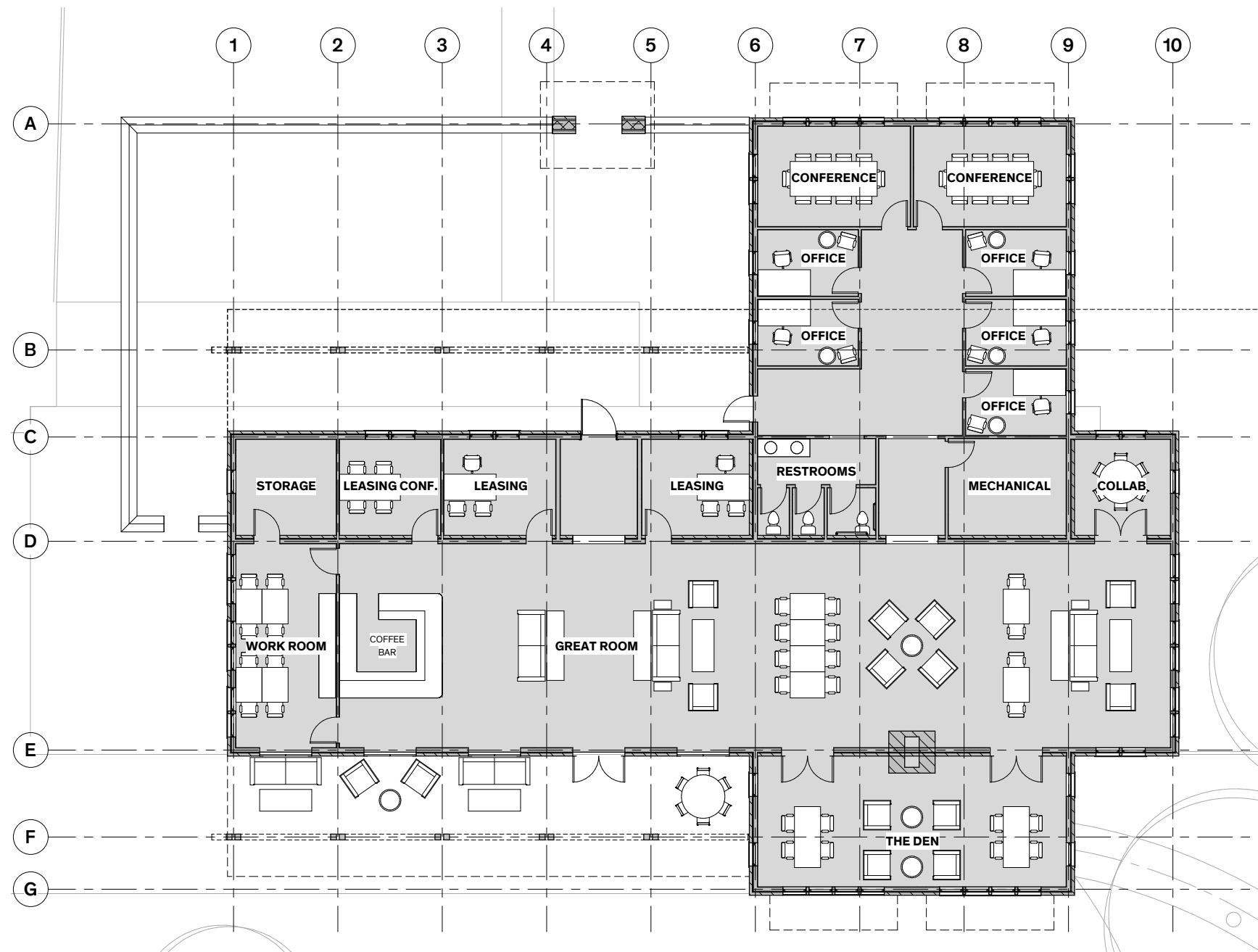
regional stone, heavy timber porches, architectural windows, and authentic details

large communal spaces with private collaboration areas

max building height = 48'

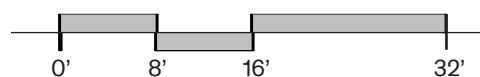






1 Leasing Center - Floor Plan  
1/16"=1'-0"

Leasing Center / Co-Working - Floor Plan







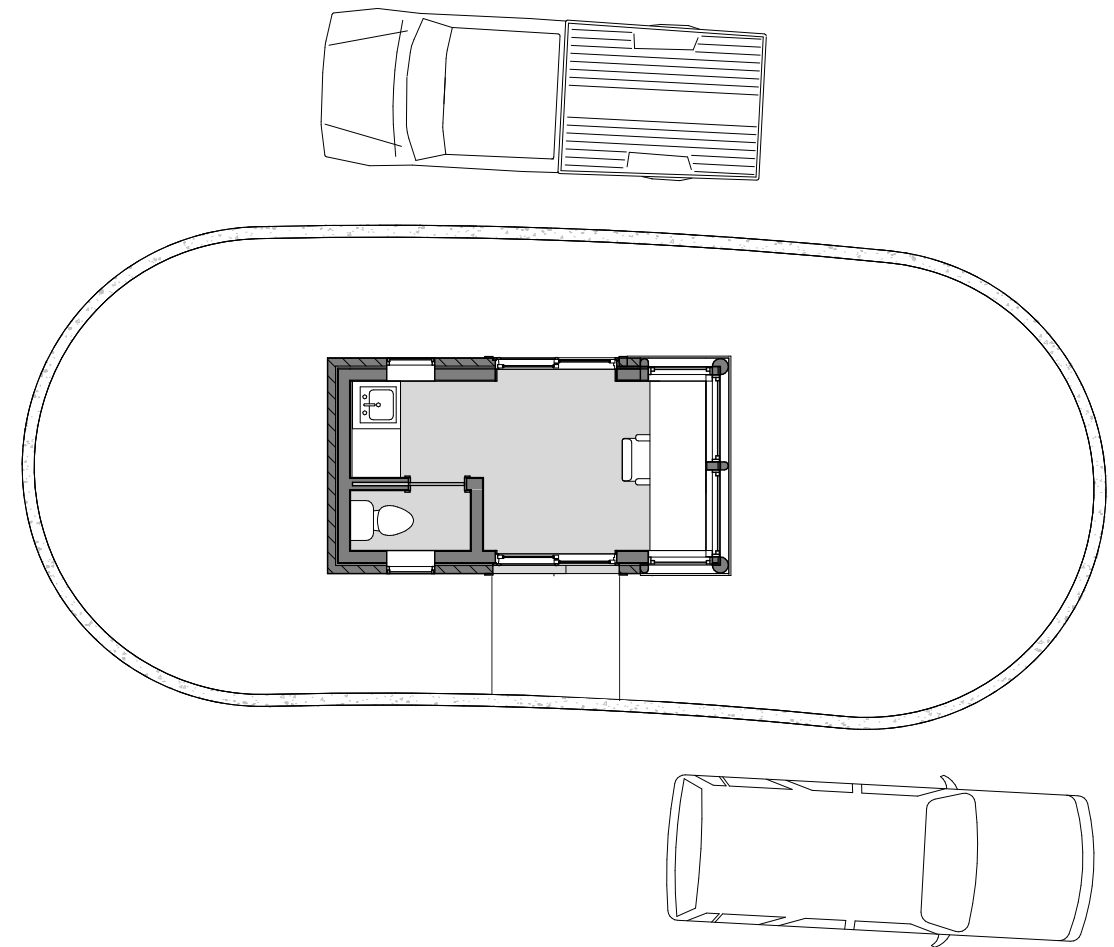
Leasing Center / Co-Working - Rendering





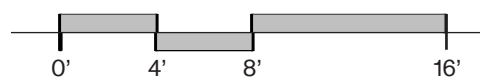
Leasing Center / Co-Working - Rendering





1 Gatehouse - Floor Plan  
1/8" = 1'-0"

Gate House





# TOWN CENTER & STORAGE BUILDINGS



**REFRESH / GATHER**

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**TEXAS HACIENDA**

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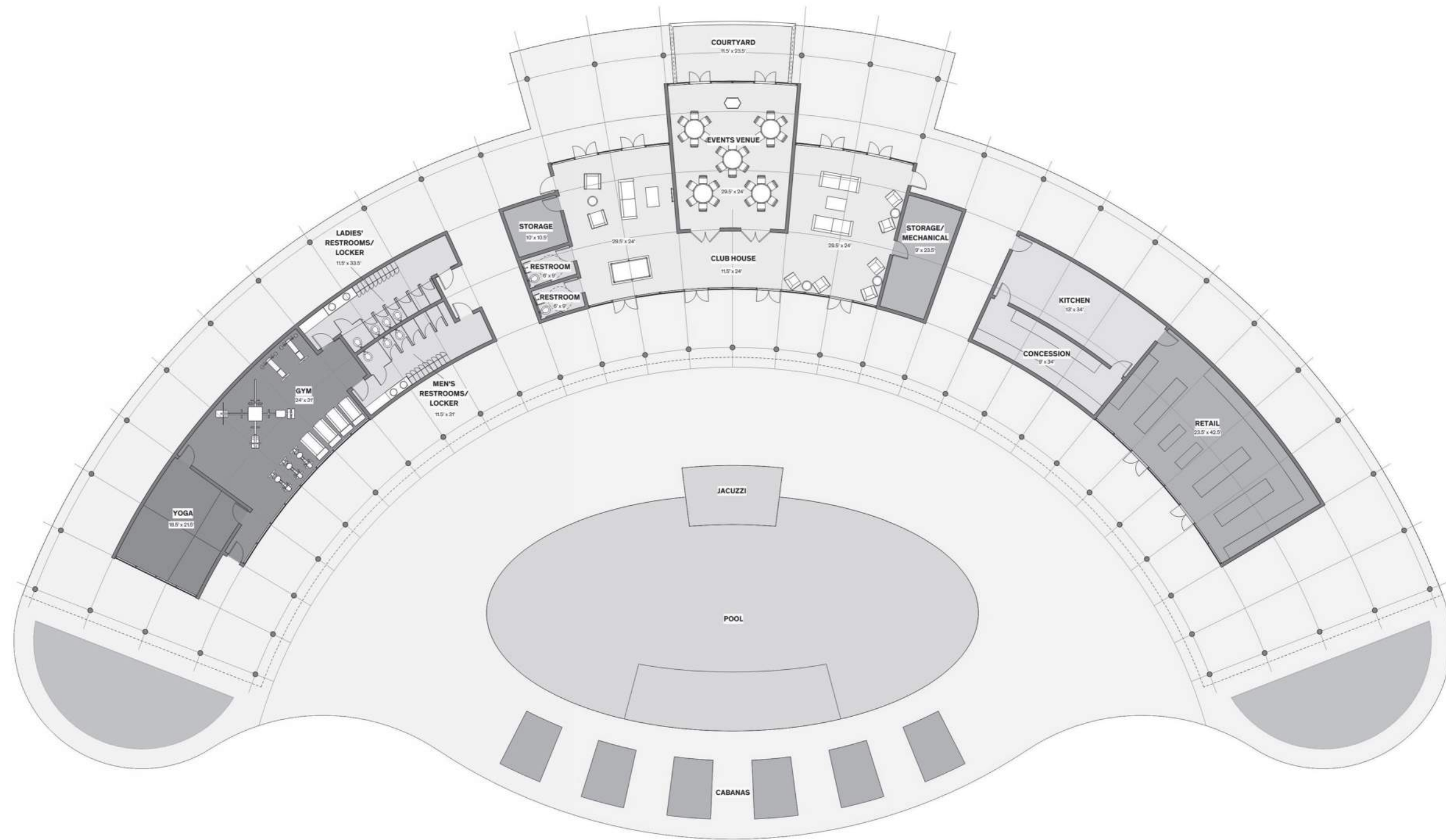
regional stone & white stucco walls, heavy timber porches, clay tile roofs, architectural windows, and authentic details

club house, bodega, fitness center, community room

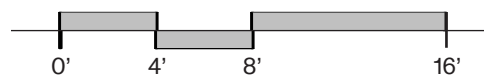
max building height = 48'



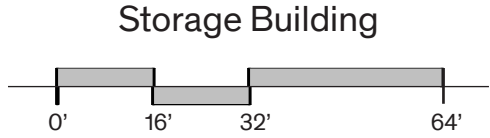
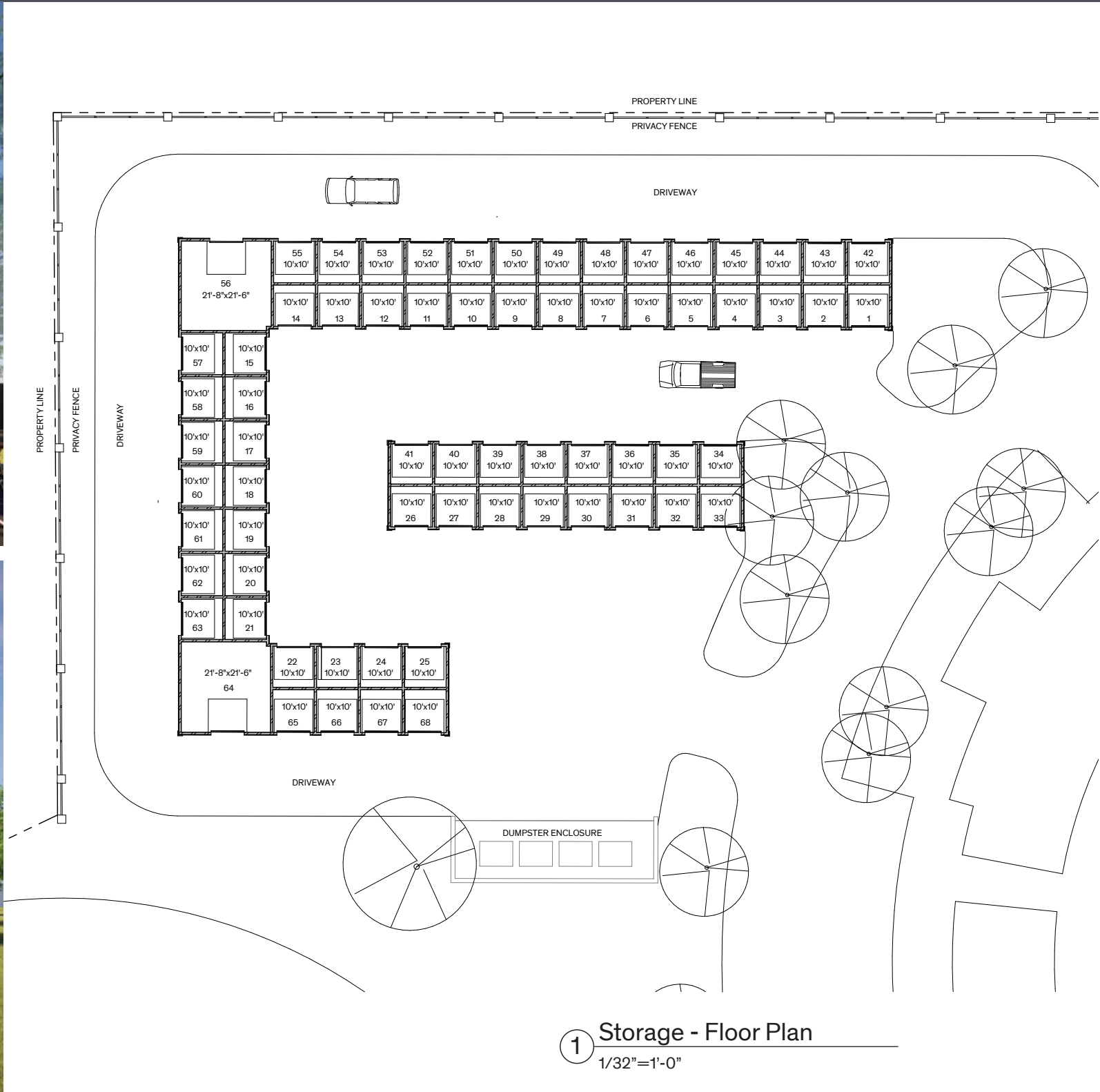




Town Center - Clubhouse & Amenities



# STORAGE BUILDING





# SINGLE FAMILY RESIDENCES



**CHARMING / REFINED**

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**SPANISH BUNGALOW**

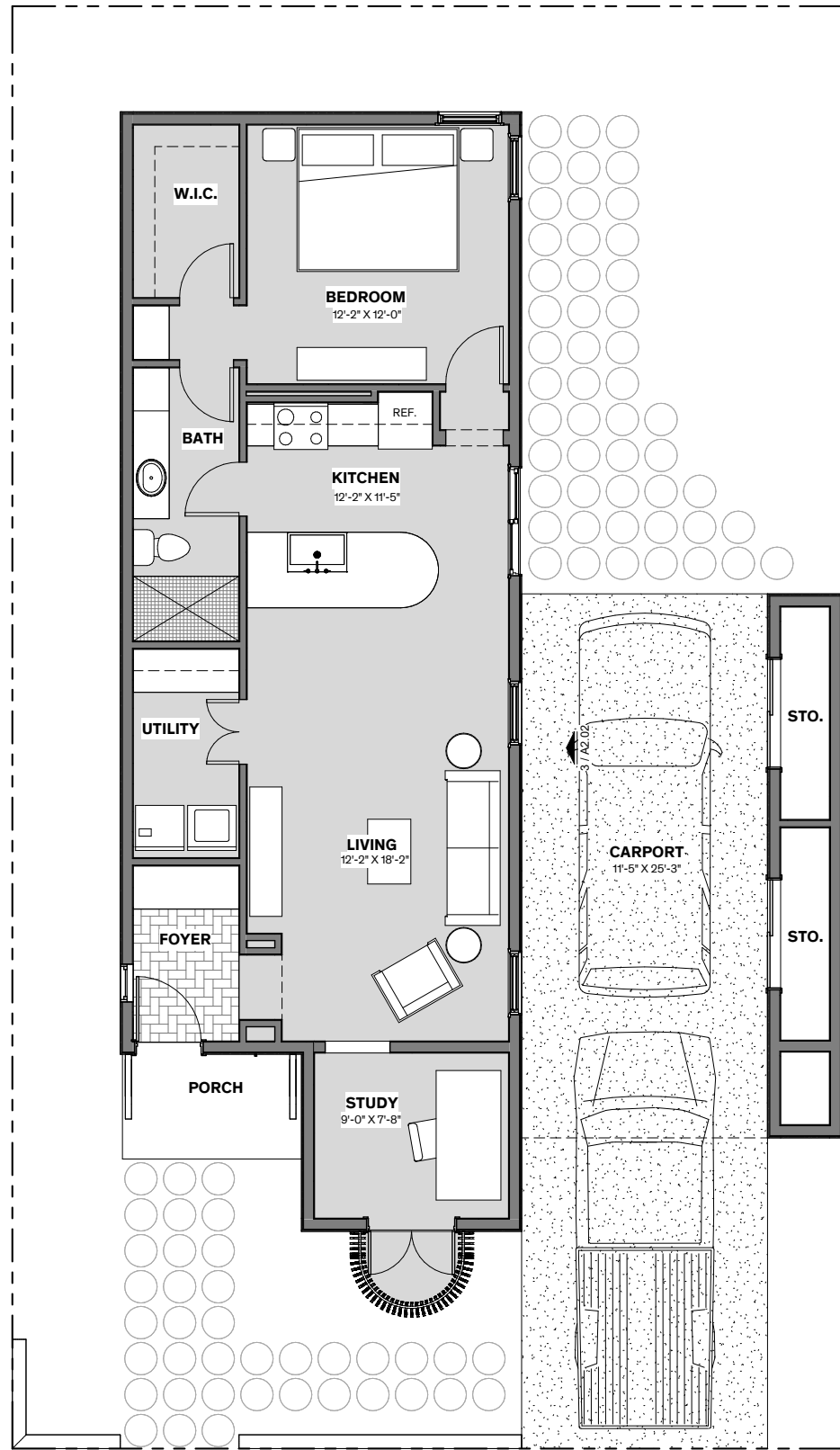
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entry courtyards, white stucco walls, clay tile roofs, architectural windows, lush landscaping and authentic details

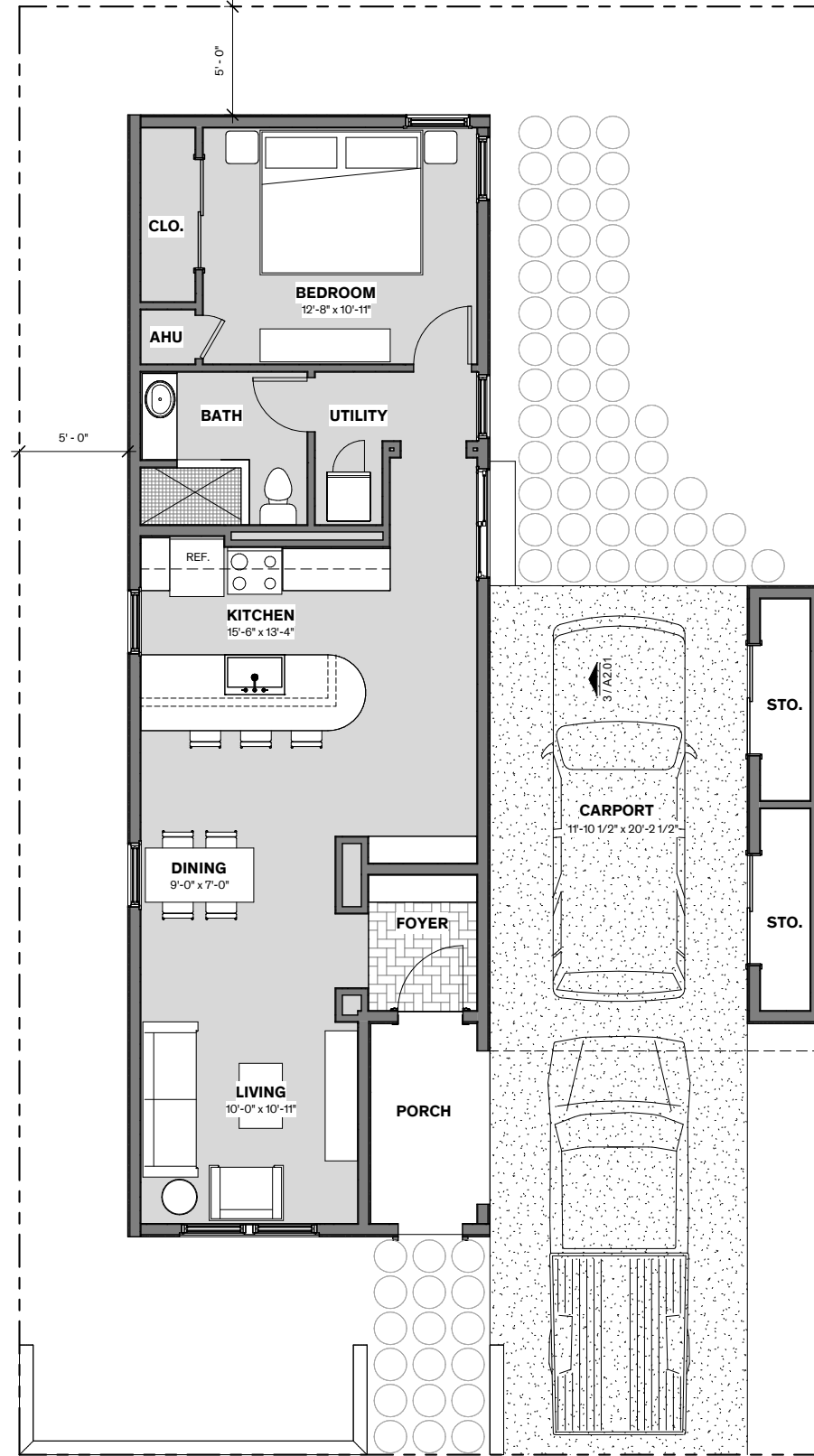
max building height = 35'





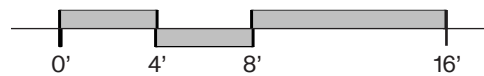


② SF-1BR-CP2 - Floor Plan  
1/8"=1'-0"



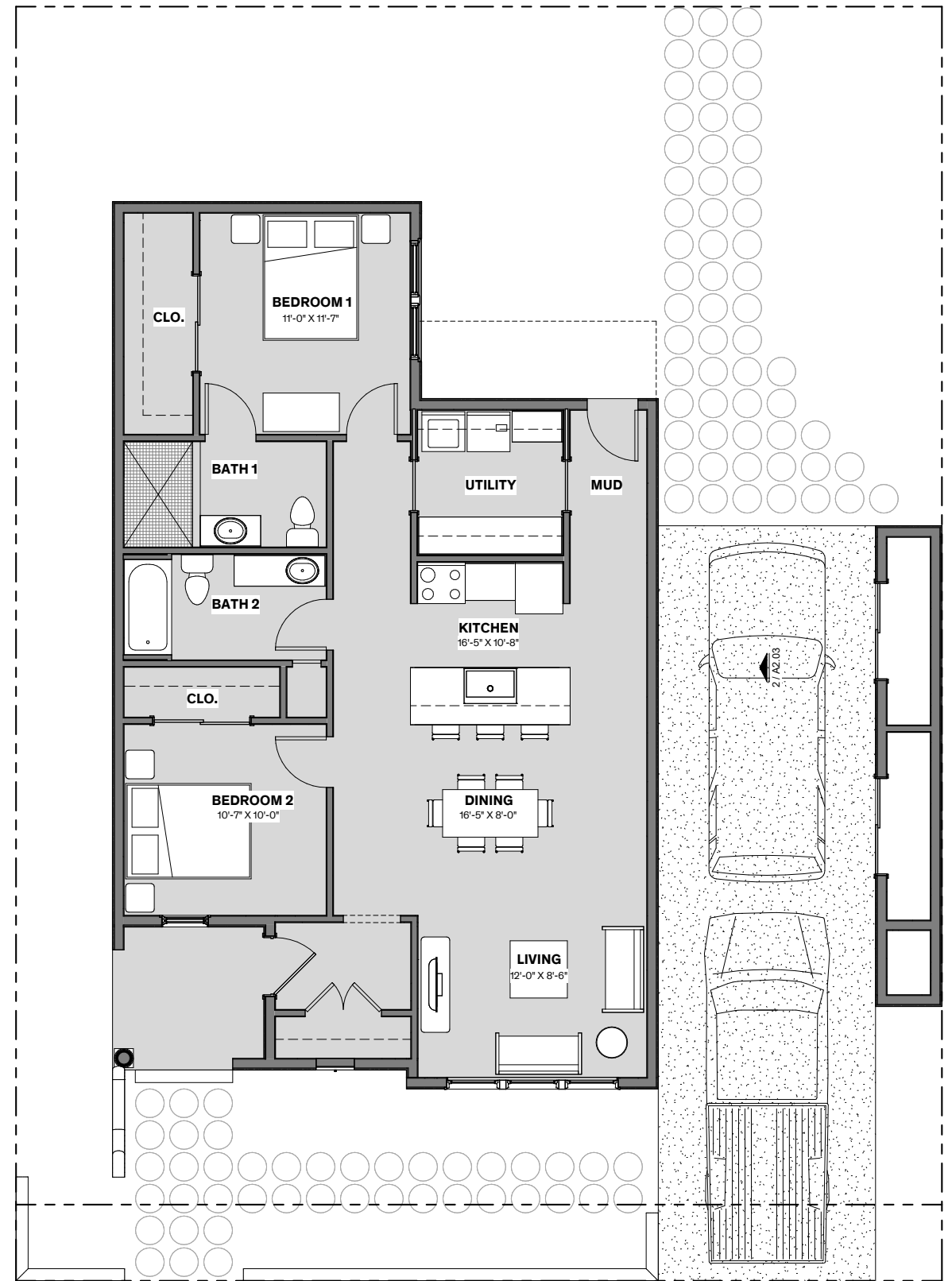
① SF-1BR-CP1 - Floor Plan  
1/8"=1'-0"

Single Family Residences - 1 Bedroom

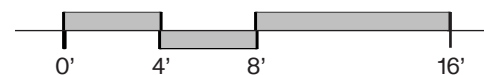




1 SF-2BR-GA - Floor Plan  
1/8"=1'-0"



1 SF-2BR-CP - Floor Plan  
1/8"=1'-0"



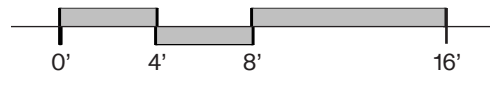




1 SF-3BR-GA2 - Floor Plan  
1/8"=1'-0"



1 SF-3BR-GA1 - Floor Plan  
1/8"=1'-0"







Single Family Residences - Street View Renderings





Single Family Residences - Unit Concept Rendering



# TOWNHOMES



**TIMELESS / ELEGANT**

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**SPANISH REVIVAL**

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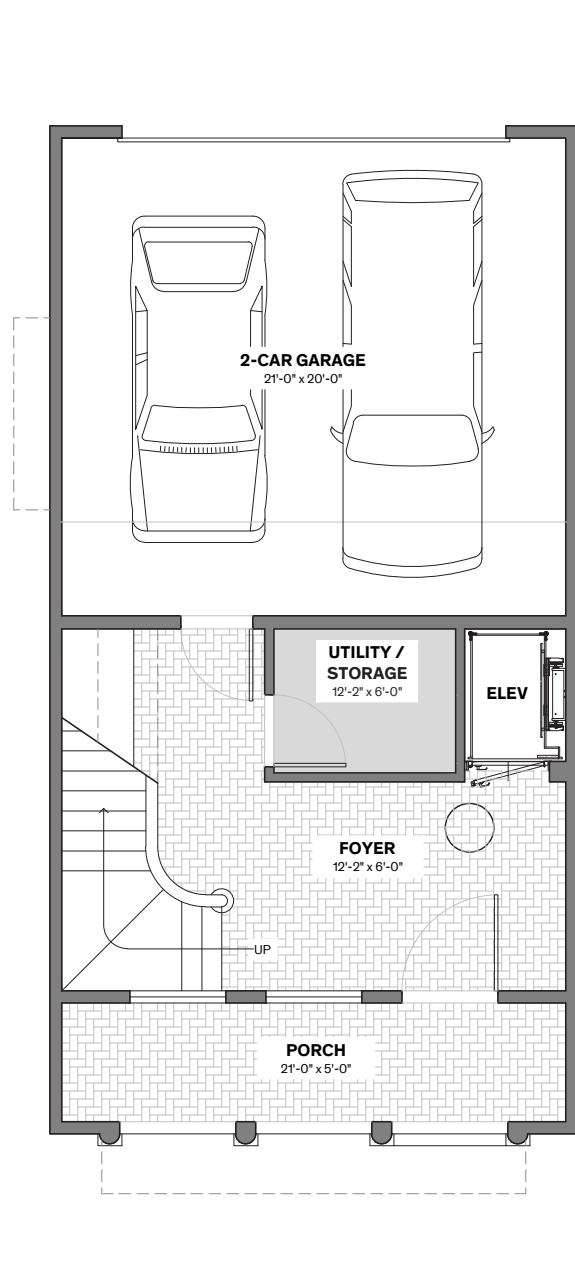
white stucco walls, clay tile roofs,  
architectural windows, roof  
terraces, private garages

lush landscaping and authentic  
details

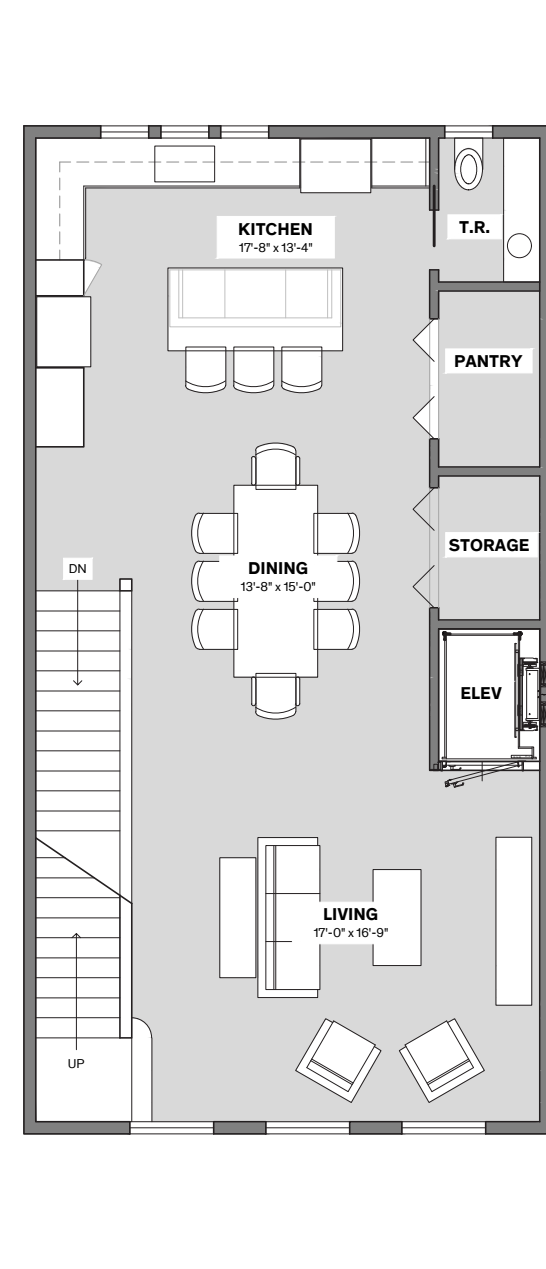
max building height = 48'







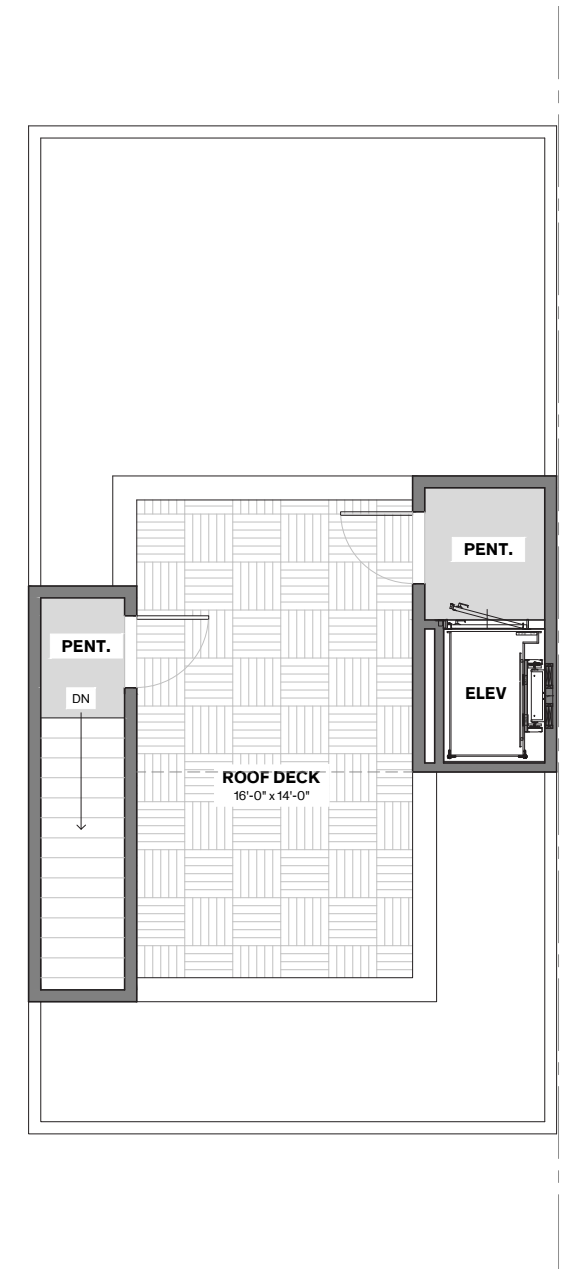
1 Town Home - First Floor Plan  
1/8"=1'-0" 350 SF



2 Town Home - Second Floor Plan  
1/8"=1'-0" 860 SF

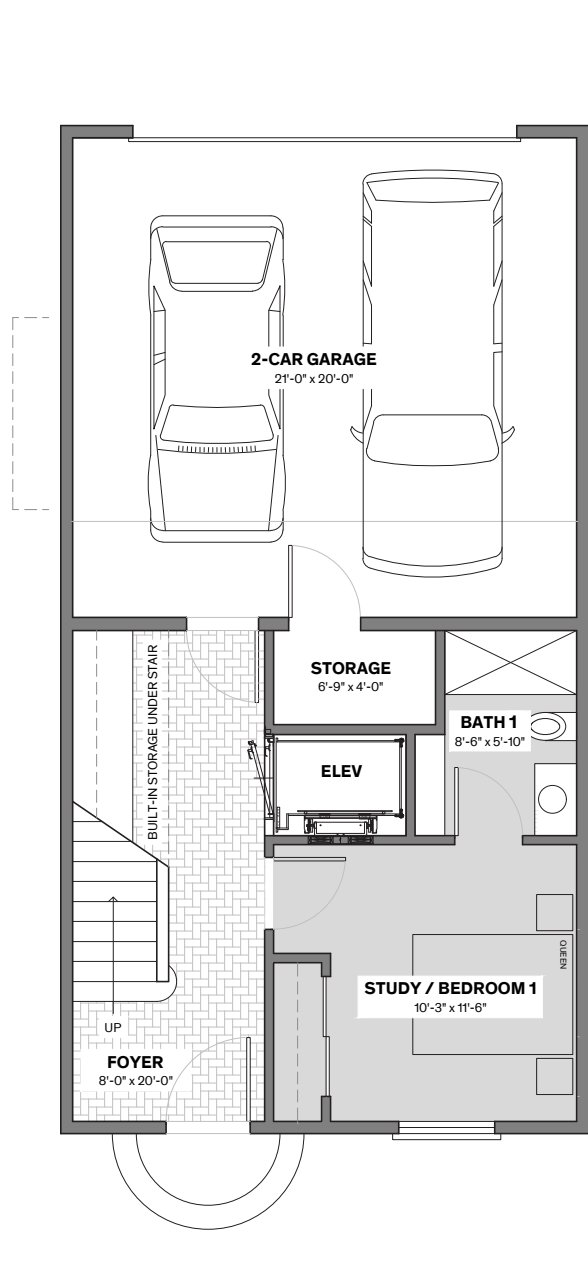


3 Town Home - Third Floor Plan  
1/8"=1'-0" 860 SF

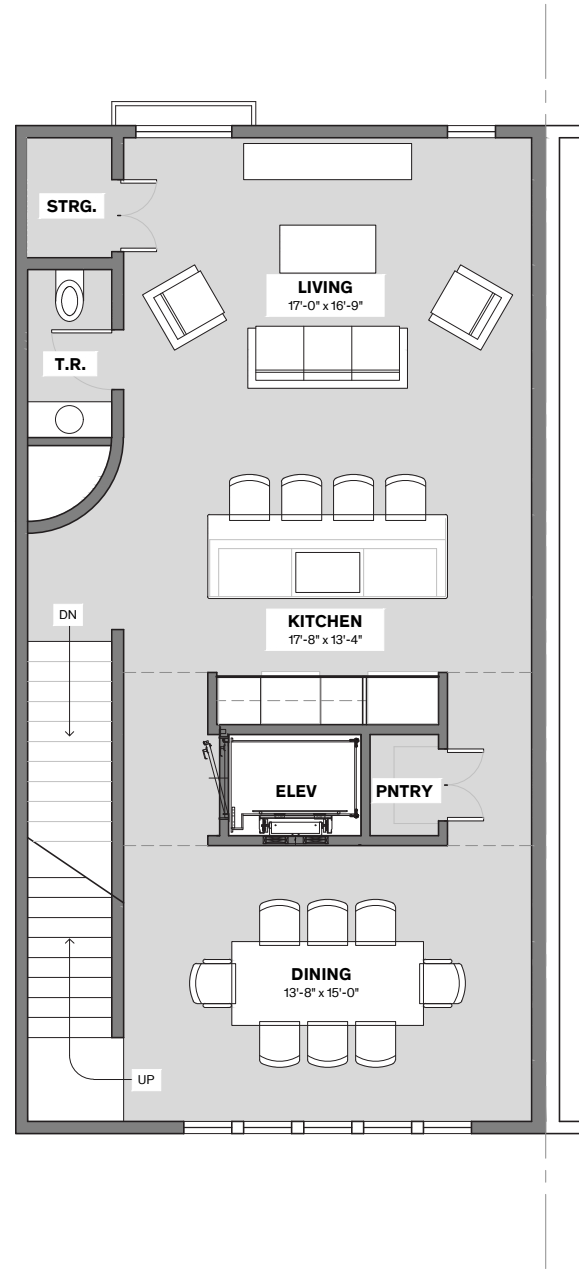


4 Town Home - Penthouse & Roof Deck  
1/8"=1'-0" 100 SF (penthouse) & 250 SF (roof deck)

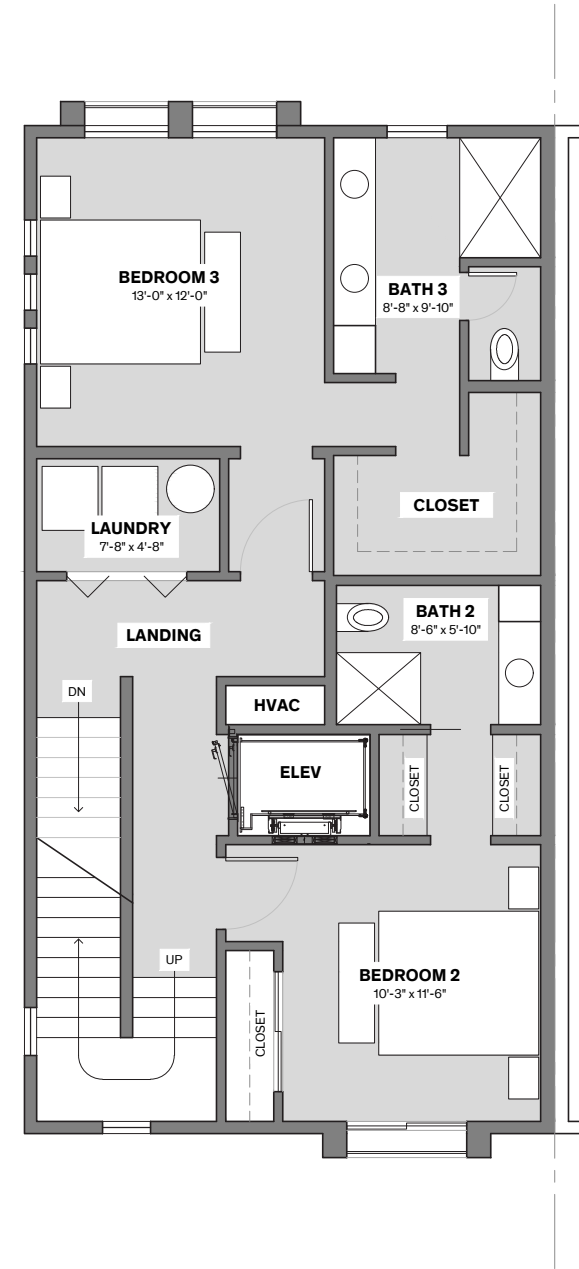




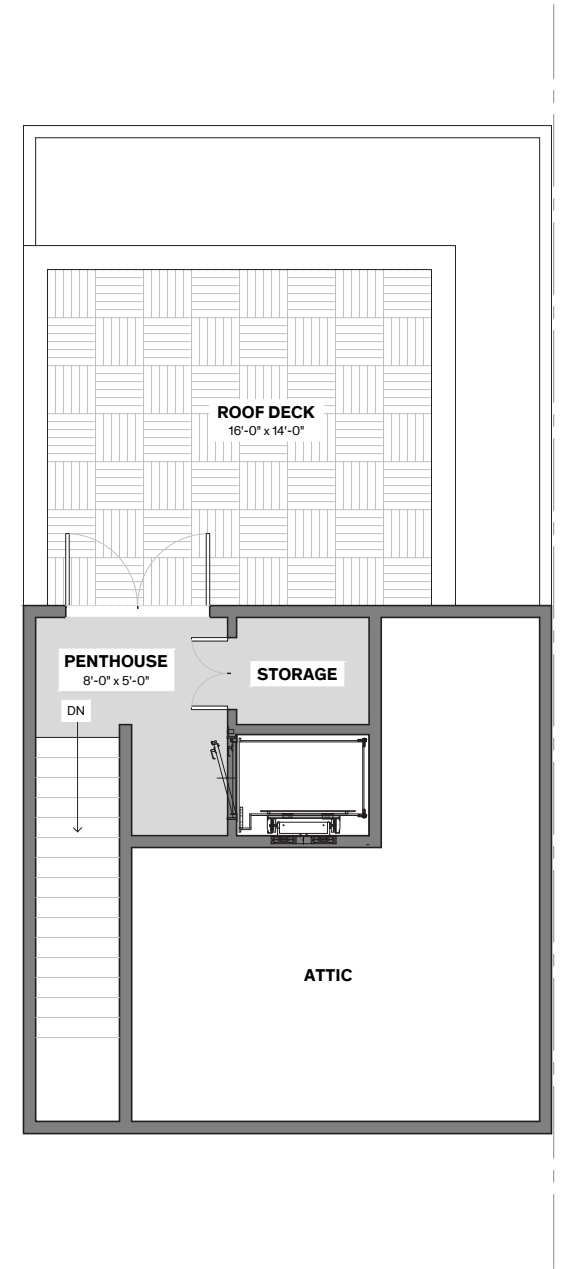
1 Town Home - First Floor Plan  
1/8"=1'-0" 475 SF



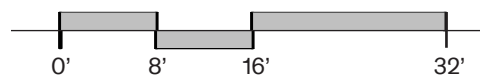
2 Town Home - Second Floor Plan  
1/8"=1'-0" 860 SF



3 Town Home - Third Floor Plan  
1/8"=1'-0" 860 SF



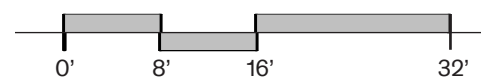
4 Town Home - Penthouse & Roof Deck  
1/8"=1'-0" 50 SF (penthouse) & 250 SF (roof deck)







Townhomes







HOSPITALITY / RETREAT

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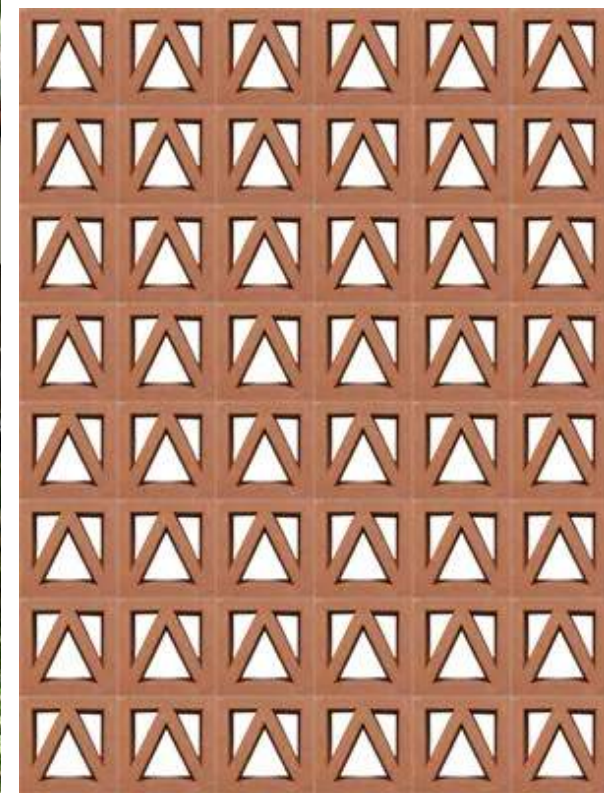
SPANISH REVIVAL

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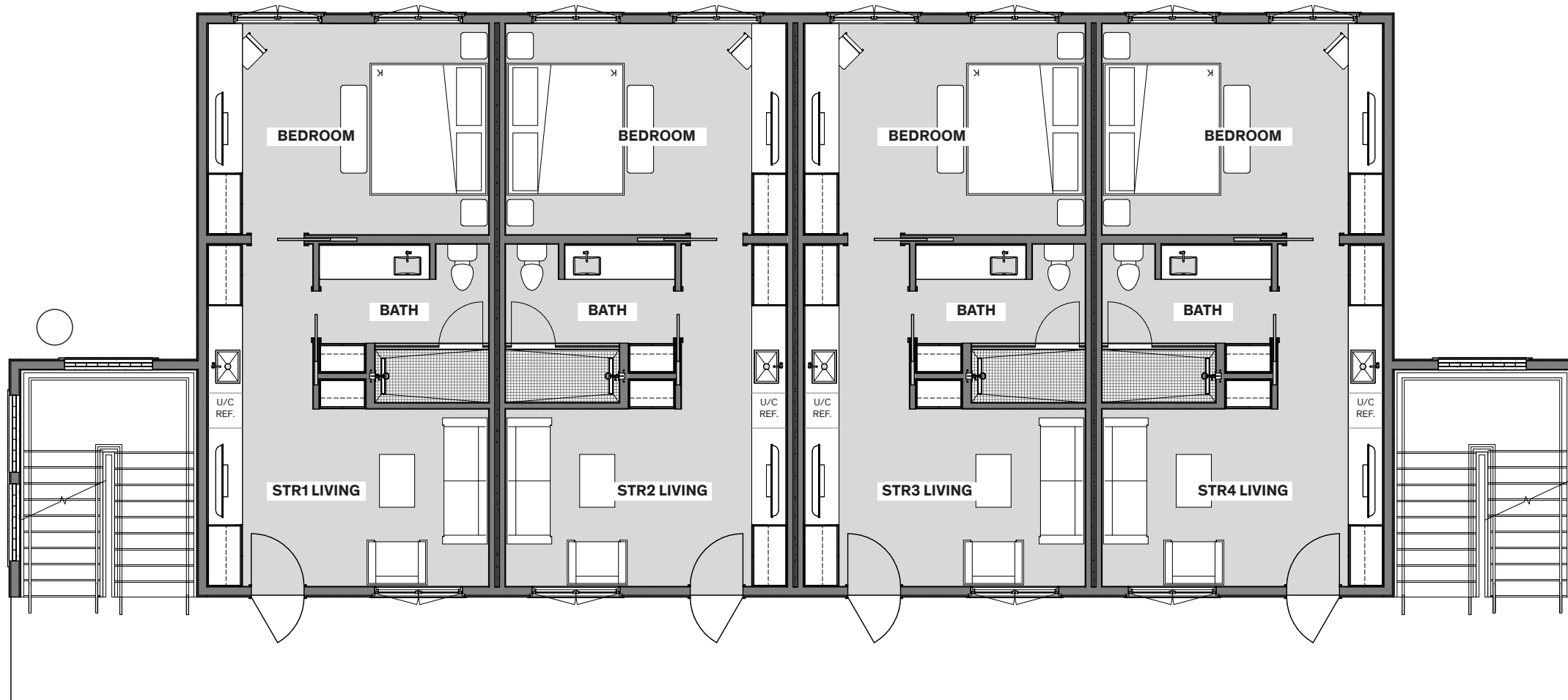
white stucco walls, clay tile roofs,  
architectural windows, wooden  
balconies, private courtyards

lush landscaping and authentic  
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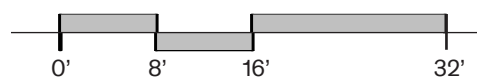
max building height = 48'-0"



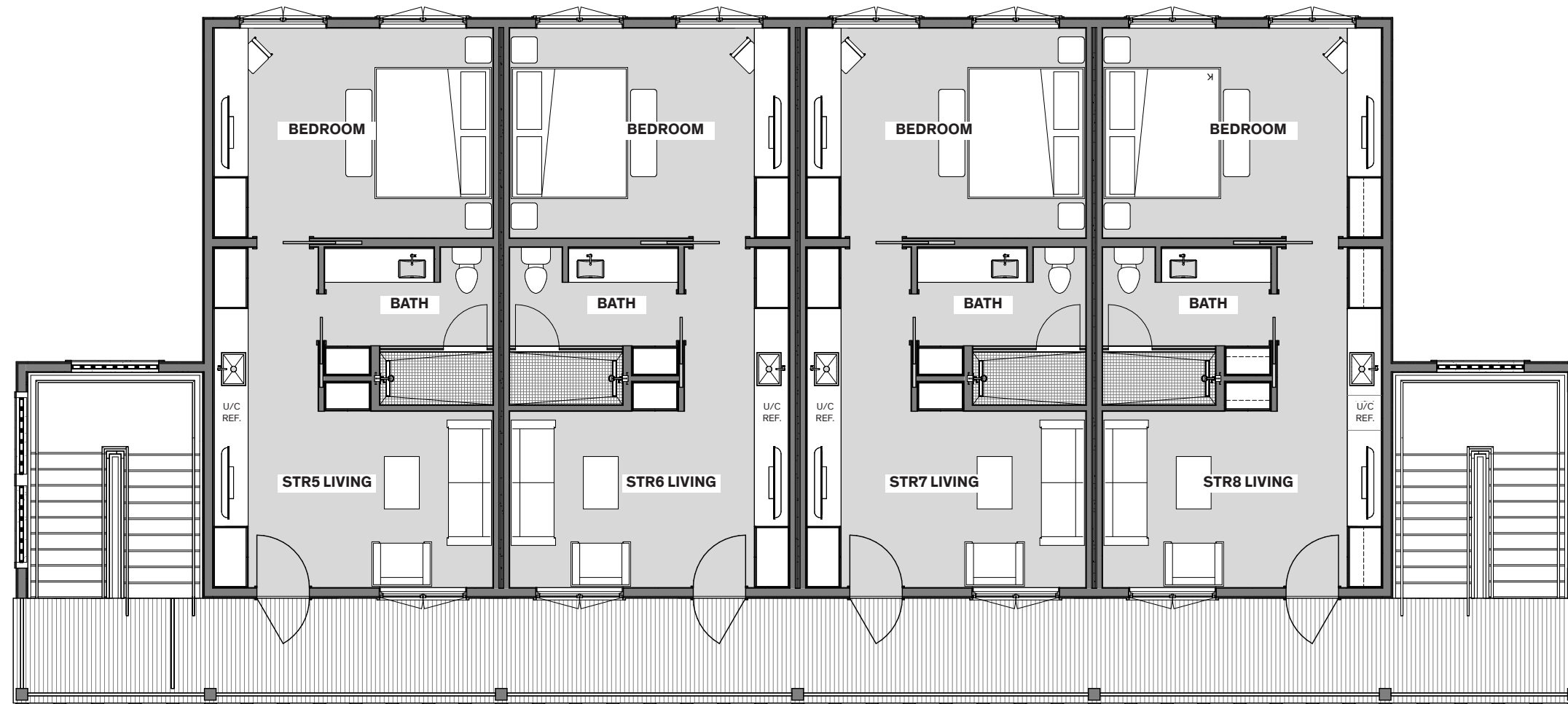




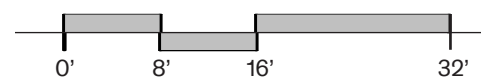
1 Short Term Rentals - Level 1  
1/16" = 1'-0"







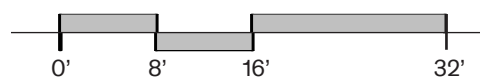
1 Short Term Rentals - Level 2  
1/16" = 1'-0"







Short Term Rentals











**LEGEND**

- STREET LIGHT POLE 14'-16' HT
- PEDESTRIAN PATH LIGHT





PEDESTRIAN PATH LIGHT

**DELTA STAR - STAFF STAR STYLE 'B' LED** IP66 RATED

DATE: \_\_\_\_\_ PROJECT: \_\_\_\_\_ TYPE: \_\_\_\_\_

CATALOG NUMBER LOGIC:



CATALOG NUMBER LOGIC	
Example: SF - 48 - B - LED - e65 - NSP - A5 - BZP - 12 - 11 - A - PP - TRe20	
MATERIAL	
Aluminum	
SERIES	
SF - Staff Star Pathlight	
OVERALL HEIGHT	
24" (Standard), 30", 36", 42", 48", *54", *60", *66", or *72" height	
STAFF STYLE	
B - 180° Radius	
SOURCE	
LED - with Integral Dimming Driver (25W min. load when dimmed)**	
LED TYPE	
e64 - 7W LED/2700K	e79 - 7W LED/2700K 90CRI
e65 - 7W LED/3000K	e80 - 7W LED/3000K 90CRI
e66 - 7W LED/4000K	e81 - 7W LED/3500K 80CRI
e74 - 7W LED/Amber	
OPTICS	
NSP - Narrow Spot (13°)	MFL - Medium Flood (23°)
SP - Spot (16°)	WFL - Wide Flood (31°)
ADJUST-E-LUME OUTPUT INTENSITY***	
A9 (Standard), A8, A7, A6, A5, A4, A3, A2, A1	
FINISH (See page 2 for full-color swatches)	
Standard Finishes (BZP, BZW, BLP, BLW, WHP, WHW, SAP, VER)	
Premium Finish (ABP, AMG, AQW, BCM, BGE, BPP, CAP, CMG, CRM, HUG, NBP, OCP, RMG, SDS, SMG, TXF, WCP, WIR)	
Also available in RAL Finishes	
LENS TYPE	
12 - Soft Focus	13 - Rectilinear
SHIELDING	
11 - Honeycomb Baffle	
CAP STYLE	
A - 45°	
B - 90°	
C - Flush	
D - 45° Less Weephole (Interior use only)	
E - 90° Less Weephole (Interior use only)	

\*For use with standard Anchor Base only.  
 \*\*Designed for use with 12 VAC. LED transformer. Requires magnetic low voltage dimmer.  
 \*\*\*Please see Adjust-e-Lume photometry to determine desired intensity.  
 \*\*\*\*For use up to 48" maximum overall height.

STREET LIGHT POLE

Specification Sheet

**Carson City**  
VCOB-1843

Project Name \_\_\_\_\_ Qty \_\_\_\_\_  
 Type \_\_\_\_\_ Catalog / Part Number \_\_\_\_\_



**CCT - Color Temp (K)**

2,700K 3,000K 3,500K 4,000K 5,000K

**7 Year Warranty**

**Certifications**

**Description**

The versatile VCOB-1843 conversion kit transforms existing Sternberg 1843 Carson City luminaires into energy-efficient luminaires at significantly reduced maintenance costs. The wide variety of options makes this the industry's choice when converting from conventional lamp sources to energy-efficient lighting; made by Sternberg Lighting for Sternberg Lighting.

Physical		
Series	VCOB-1843: Carson City, LED Conversion Kit	
Light Source		
LED	4L: 4 LEDs	
CCT - Color Temp (K)	27: 2,700K	30: 3,000K
	35: 3,500K	40: 4,000K
	50: 5,000K	
Distribution Type	TS: Type Symmetric	TA: Type Asymmetric
Electrical and control		
Driver	MDL02: 120V-277V, 250mA MDL03: 120V-277V, 350mA MDL05: 120V-277V, 500mA	MDH02: 347V-480V, 250mA MDH03: 347V-480V, 350mA MDH05: 347V-480V, 500mA
Features		
Optional Fixed Dimming Resistor Board	FDRB: Fixed Dimming Resistor Board	





**LEGEND**

- ENTRY GATE & DECORATIVE FENCE
- FRONTAGE FENCE & SIGNAGE, 4' HT
- PERIMETER PRIVACY FENCE, 6' HT
- EXISTING FENCE TO REMAIN





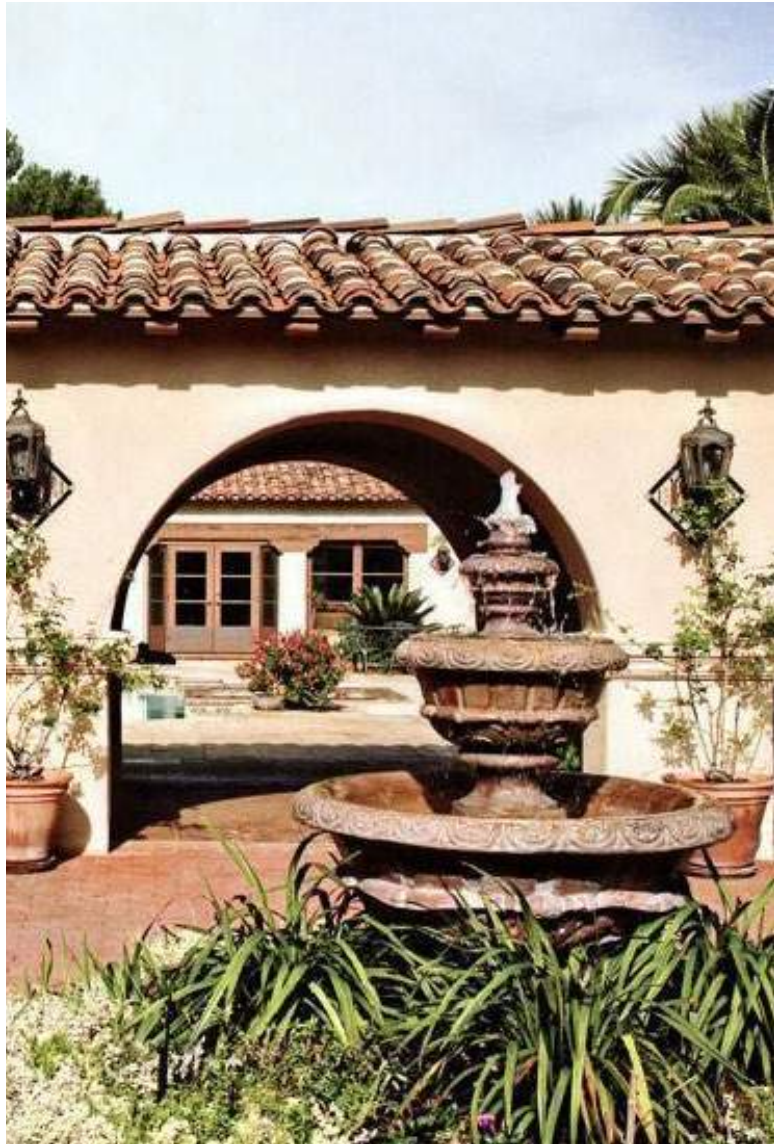
- LEGEND**
- 1 - ENTRY & MONUMENT SIGN
  - 2 - LEASING & CO-WORKING
  - 3 - MOTOR COURT
  - 4 - COURTYARD
  - 5 - ENTRY BOULEVARD
  - 6 - ENTRY GATE
  - 7 - PARKING
  - 8 - PRAIRIE
  - 9 - LAWN
  - 10 - POND
  - 11 - TRAIL
  - 12 - GUARDHOUSE



1" = 40'-0"

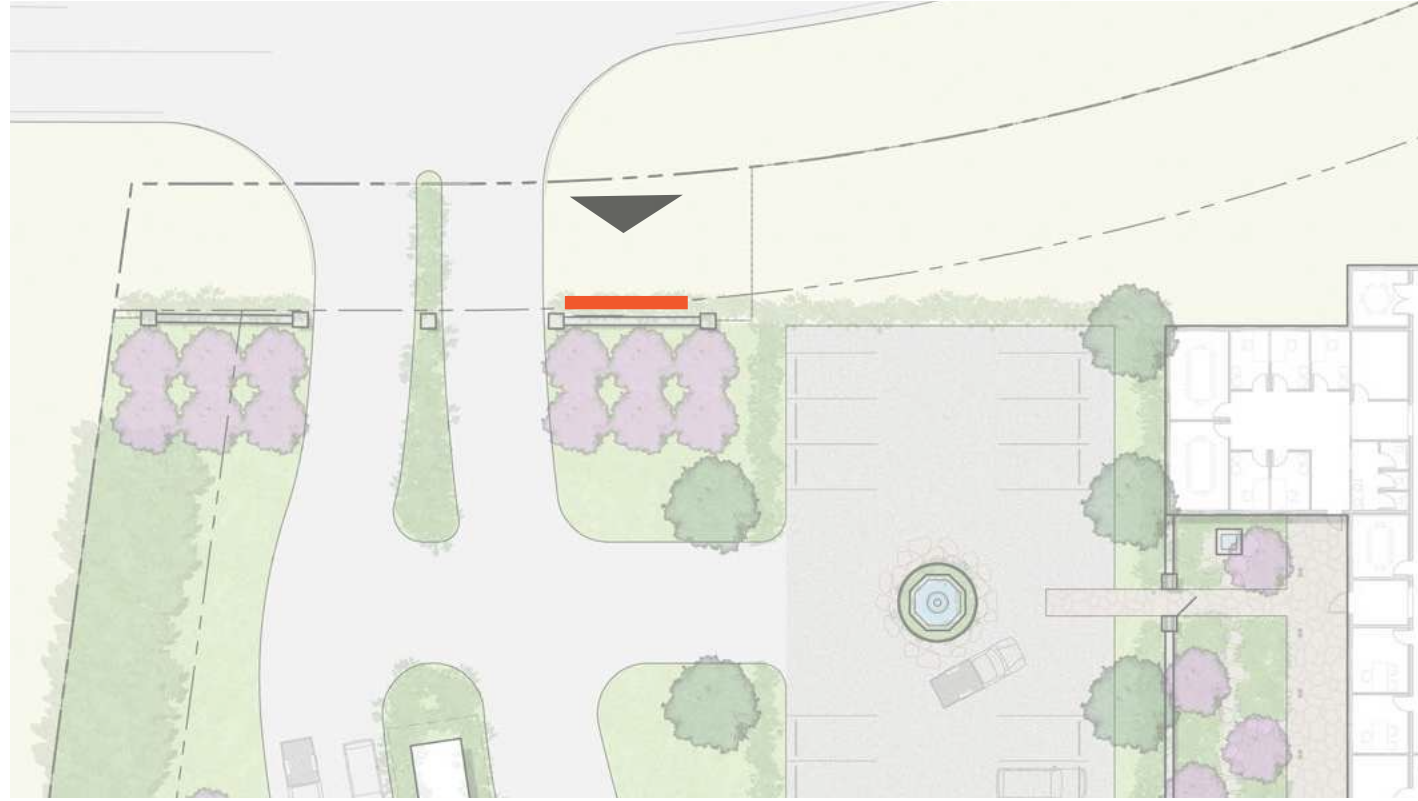
LA PALOMA  
STEPHENVILLE, TEXAS







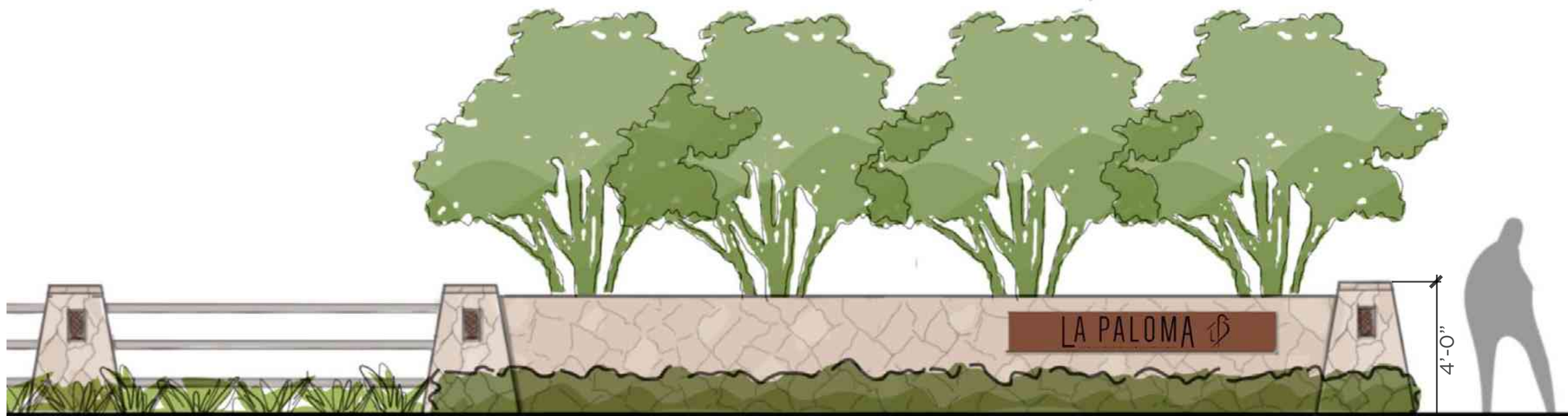
LOCATION



DESIGN INSPIRATION



ELEVATION

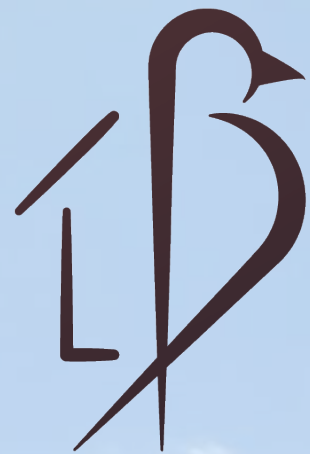




CUSTOM WALL SCONCE







# LA PALOMA

A CHISHOLM TRAIL DEVELOPMENT

**Kimley»Horn**  
Expect More. Experience Better.

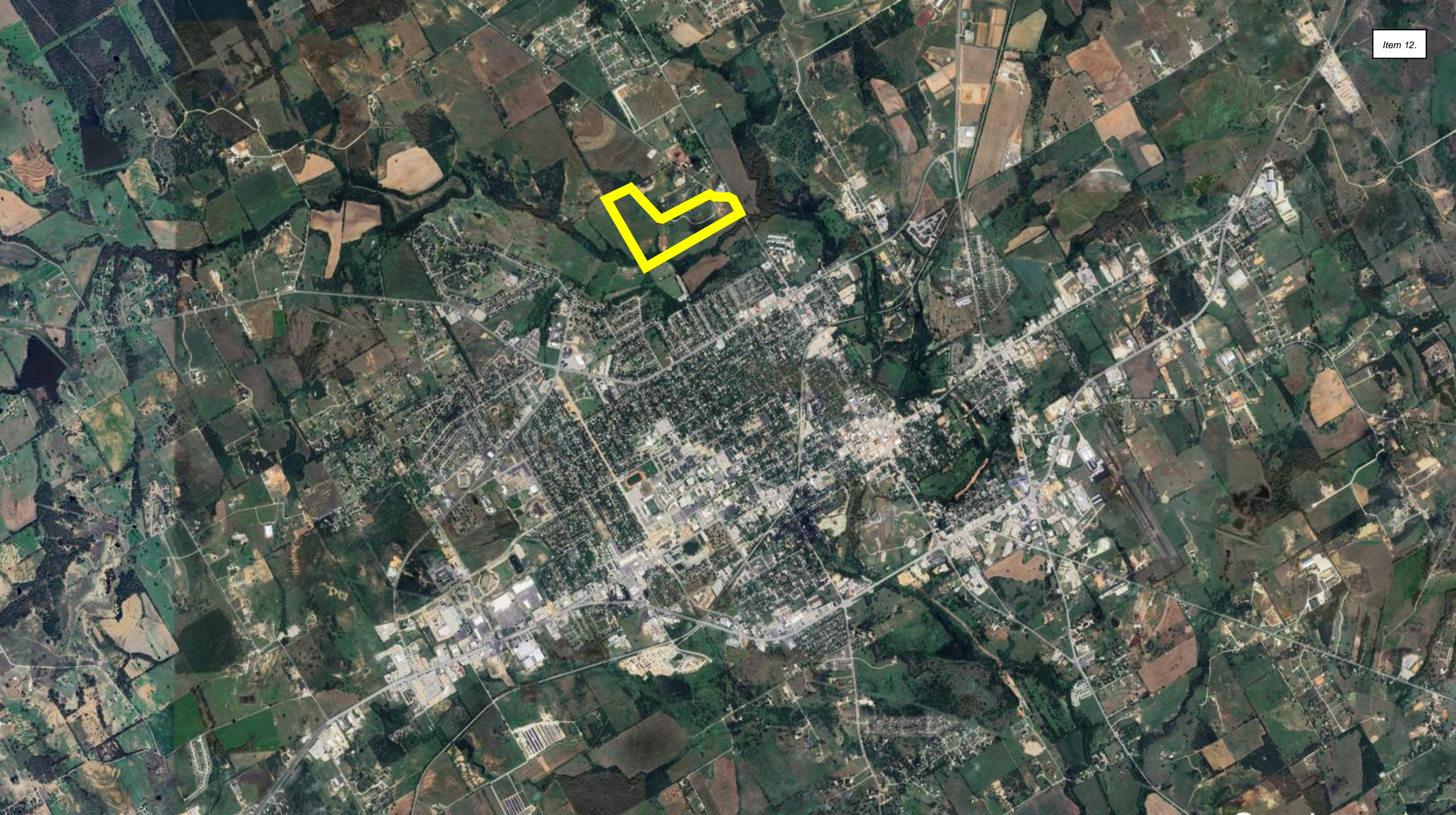
**studioOutside**

**Architexas**

**SOUTHWESTERN**  
CAPITAL PARTNERS









# DESIGN INTENTIONS



## FAMLIAR WARMTH

comfortable, timeless design inspired by spanish architecture, using regional materials & authentic details

## TRANQUIL RETREATS

withdraw into personalized spaces that utilize landscape and architectural features for optimal privacy

## INCLUSIVE CONVENIENCE

community amenities promote work life balance providing comfortable spaces for both private and social activities

## ACTIVE LIVING

hike and bike trails, outdoor fitness stations and gym give ample opportunities to promote a healthy lifestyle



# SUSTAINABILITY GOALS & GUIDELINES



## REGIONALLY SOURCED MATERIALS & LABOR

locally and regionally sourced materials  
local labor and manufacturing

## SITE HYDROLOGY

protect water shed with landscape systems to filter storm water run off  
rainwater harvesting

## INDOOR AIR QUALITY

fresh air & ventilation  
carcinogen free materials

## ENERGY EFFICIENCY

highly insulated walls  
insulated windows  
energy efficient hvac and lighting





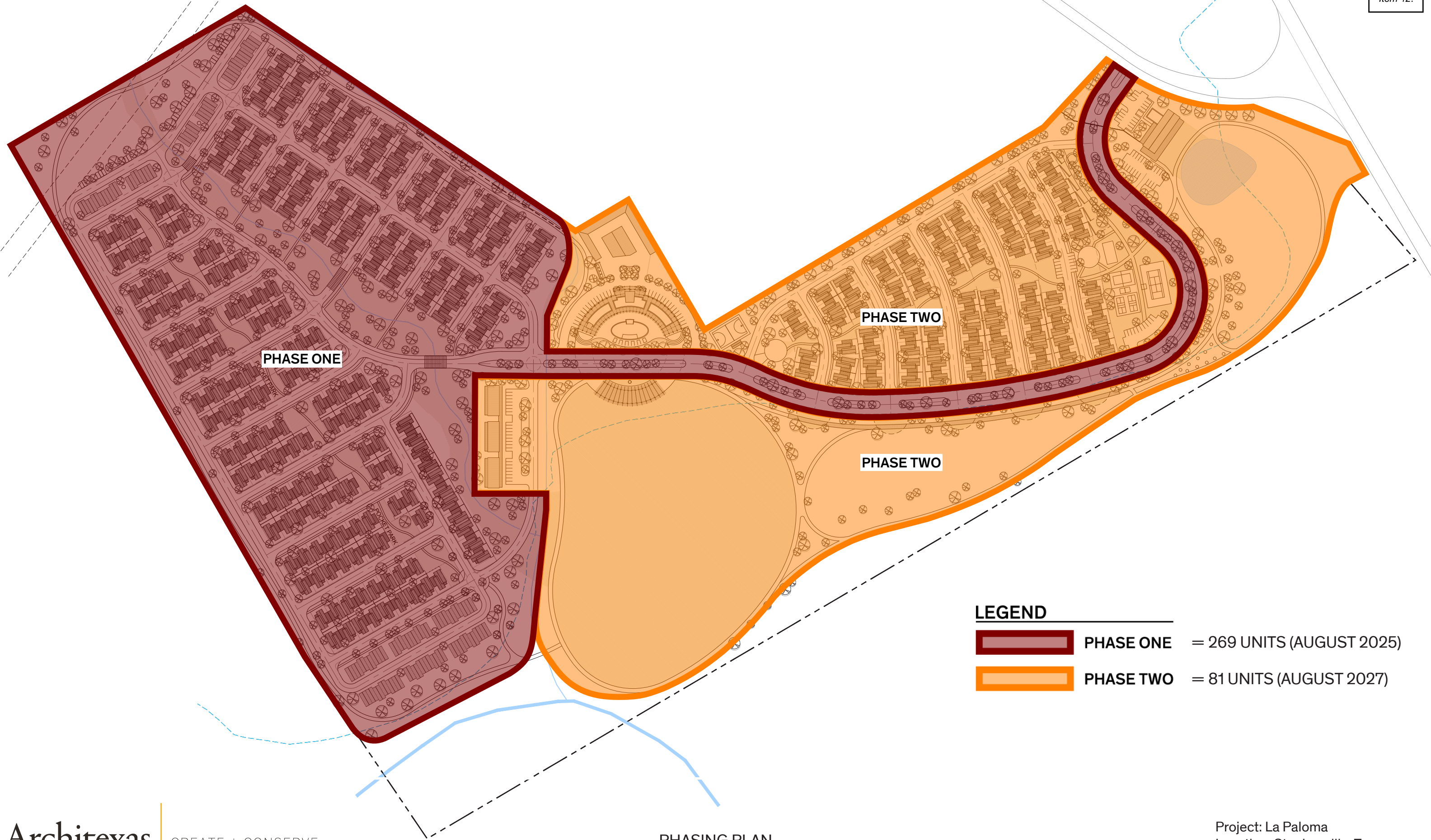














PHASE ONE

PHASE TWO

PHASE TWO

**LEGEND**

-  PHASE ONE = 269 UNITS (AUGUST 2025)
-  PHASE TWO = 81 UNITS (AUGUST 2027)



# LEASING CENTER & GATE HOUSE



KEY SITE PLAN



# LEASING CENTER & GATE HOUSE



LIVE/WORK/THRIVE

---

TEXAS HACIENDA

---

regional stone, heavy timber porches, architectural windows, and authentic details

large communal spaces with private collaboration areas

max building height = 48'





**LEGEND**

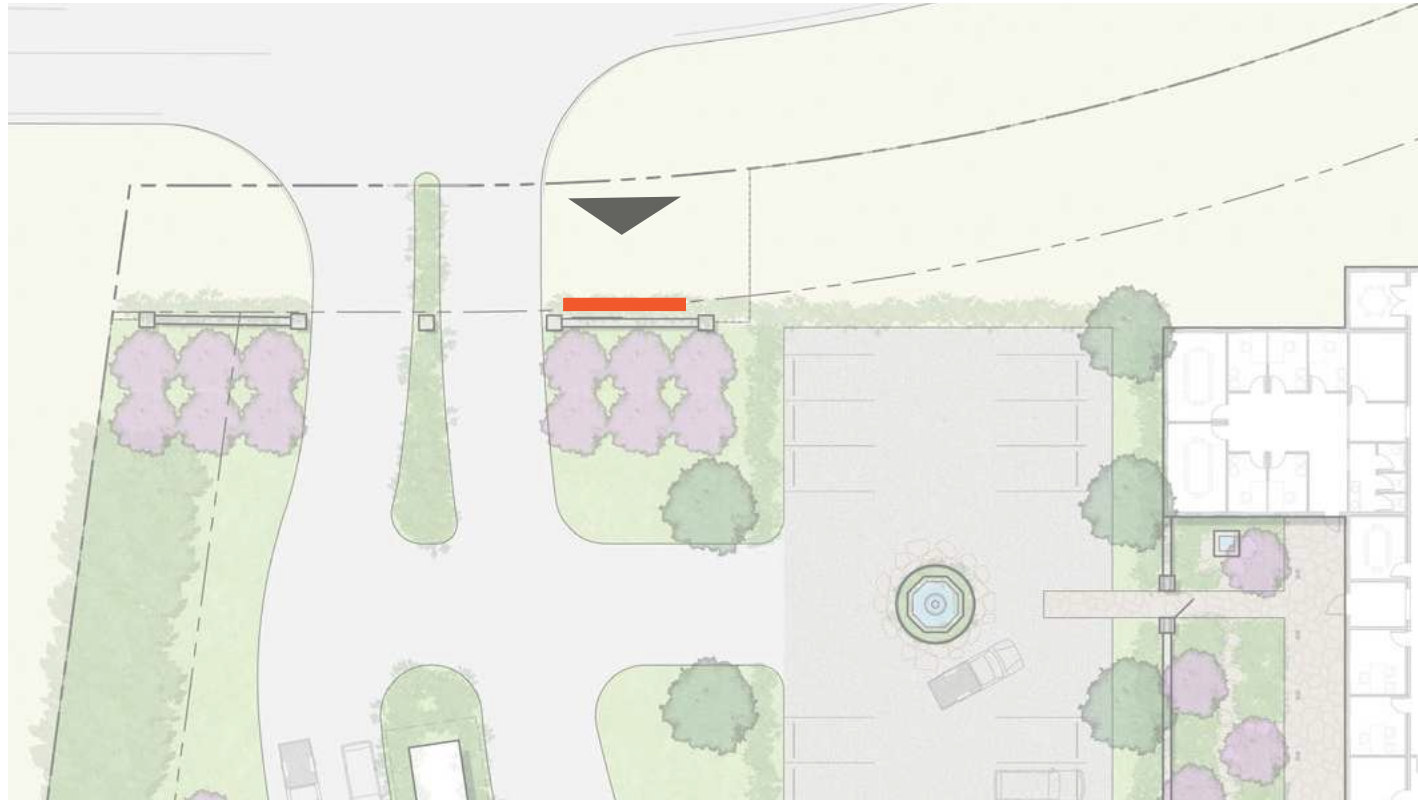
- 1 - ENTRY & MONUMENT SIGN
- 2 - LEASING & CO-WORKING
- 3 - MOTOR COURT
- 4 - COURTYARD
- 5 - ENTRY BOULEVARD
- 6 - ENTRY GATE
- 7 - PARKING
- 8 - PRAIRIE
- 9 - LAWN
- 10 - POND
- 11 - TRAIL
- 12 - GUARDHOUSE

Item 12.





LOCATION

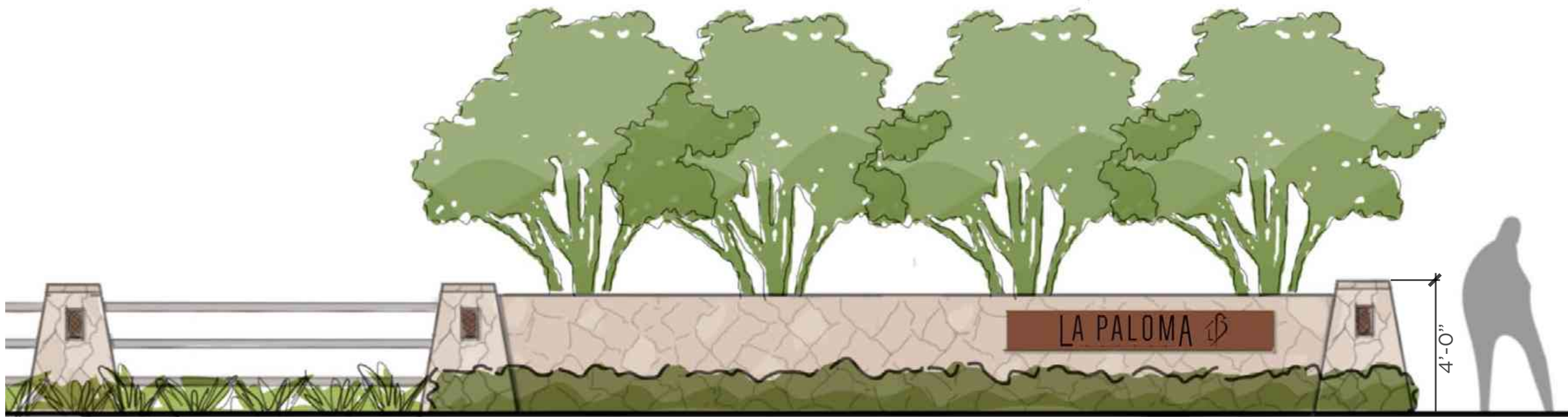


DESIGN INSPIRATION



Item 12.

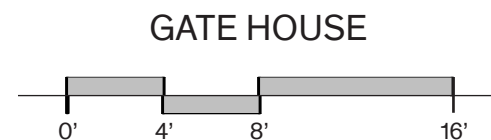
ELEVATION







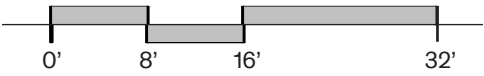
① Gatehouse - Floor Plan  
1/8" = 1'-0"







LEASING CENTER / CO-WORKING - FLOOR PLAN

















# SINGLE FAMILY RESIDENCES



CHARMING / REFINED

SPANISH BUNGALOW

entry courtyards, white stucco walls, clay tile roofs, architectural windows, lush landscaping and authentic details

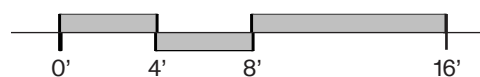
max building height = 35'







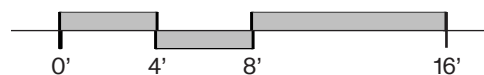
SINGLE FAMILY RESIDENCES - 1 BEDROOM







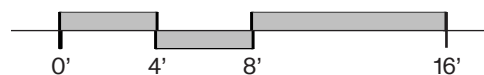
SINGLE FAMILY RESIDENCES - 2 BEDROOM







SINGLE FAMILY RESIDENCES - 3 BEDROOM













# TOWN CENTER & STORAGE BUILDINGS



KEY SITE PLAN



# TOWN CENTER & STORAGE BUILDINGS



**REFRESH / GATHER**

---

**TEXAS HACIENDA**

---

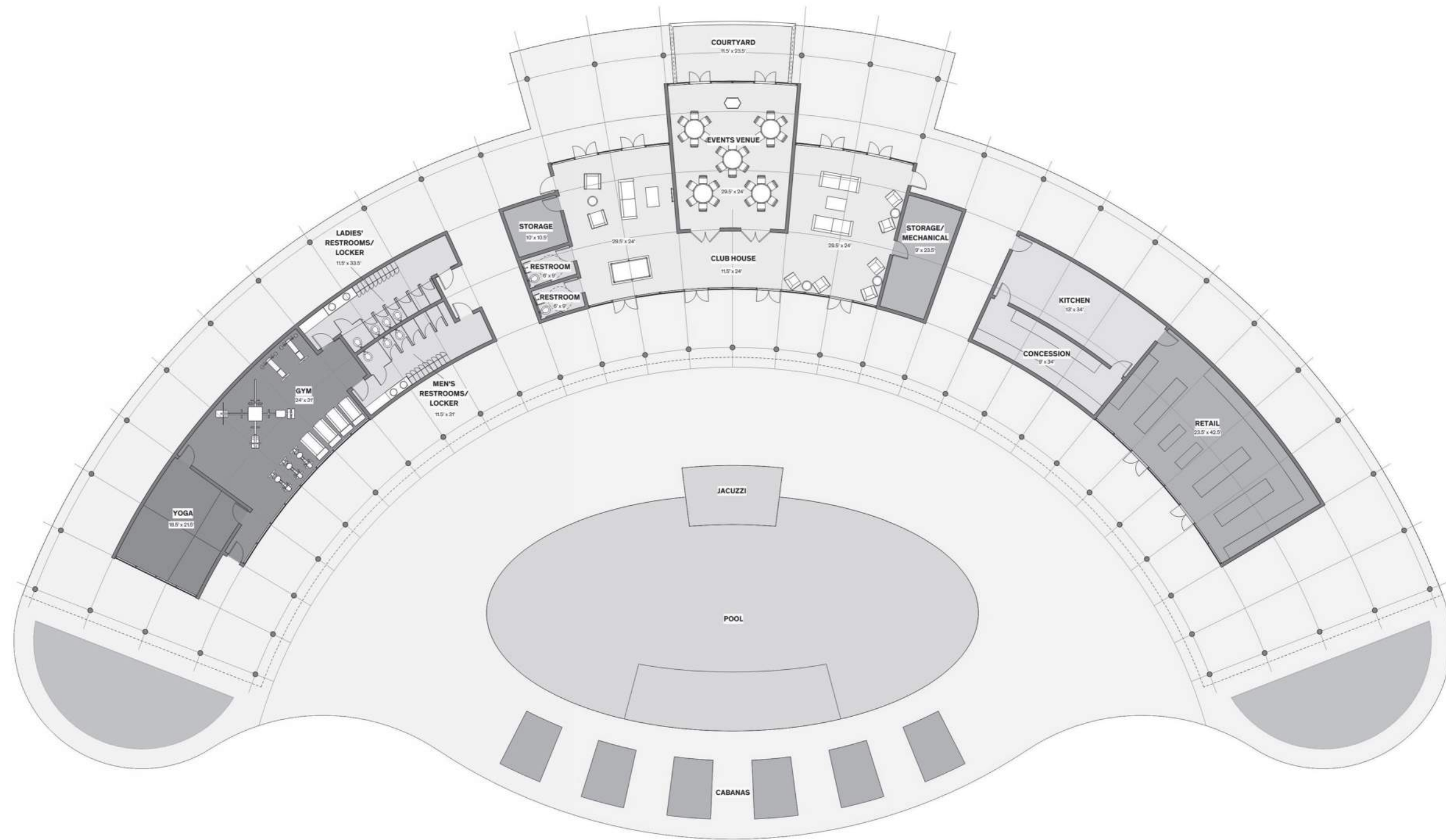
regional stone & white stucco walls, heavy timber porches, clay tile roofs, architectural windows, and authentic details

club house, bodega, fitness center, community room

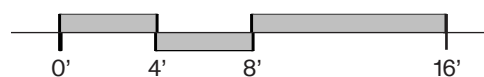
max building height = 48'





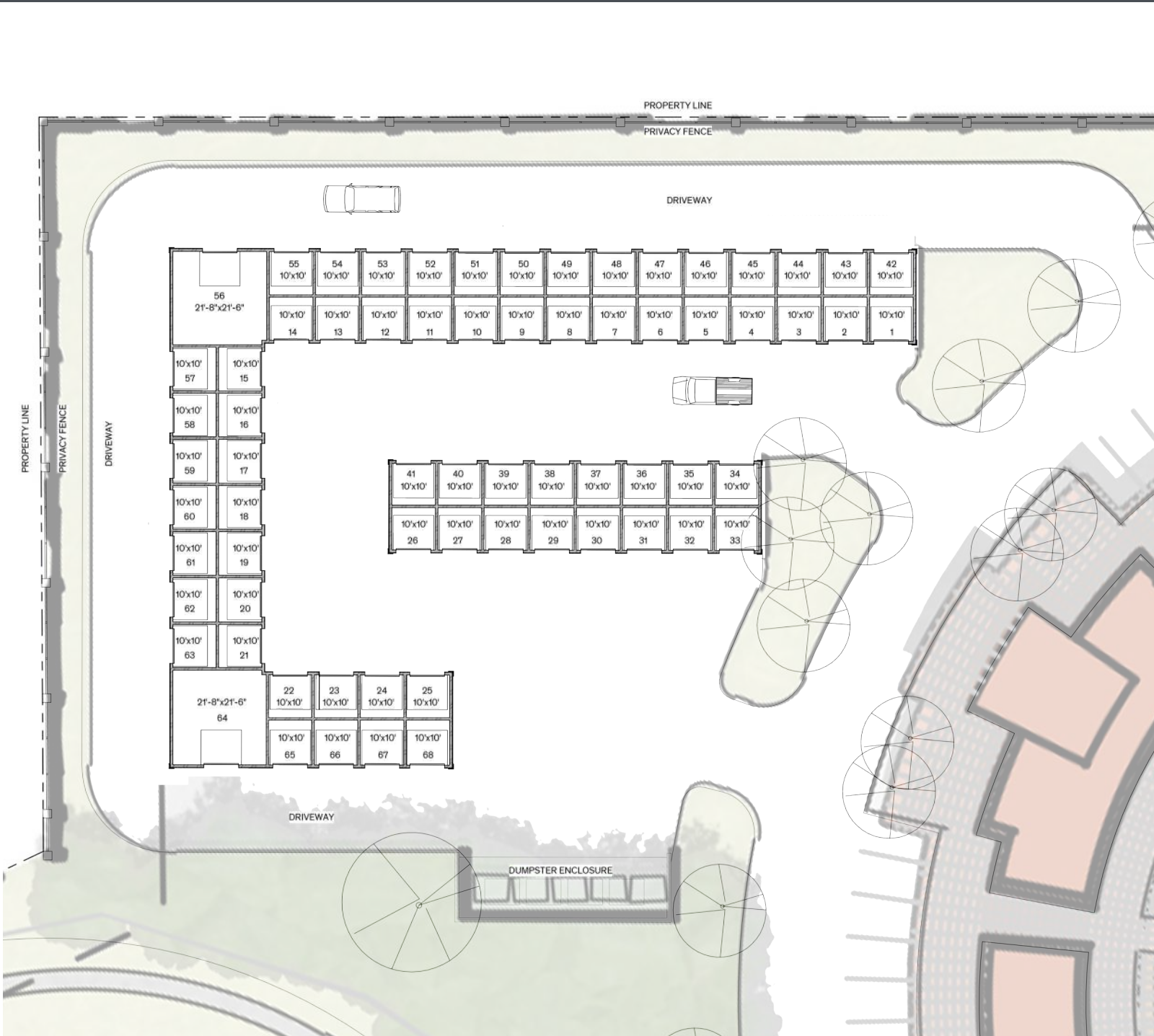


TOWN CENTER - CLUBHOUSE & AMENITIES

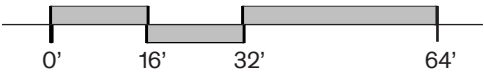




# STORAGE BUILDING



STORAGE BUILDING





# SHORT TERM RENTALS / GUEST HOMES







HOSPITALITY / RETREAT

---

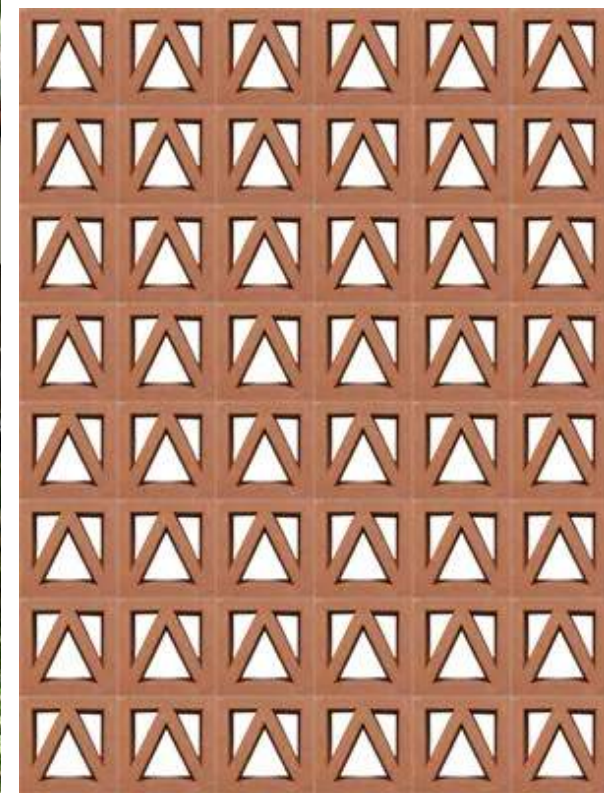
SPANISH REVIVAL

---

white stucco walls, clay tile roofs,  
architectural windows, wooden  
balconies, private courtyards

lush landscaping and authentic  
details

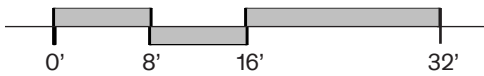
max building height = 48'-0"



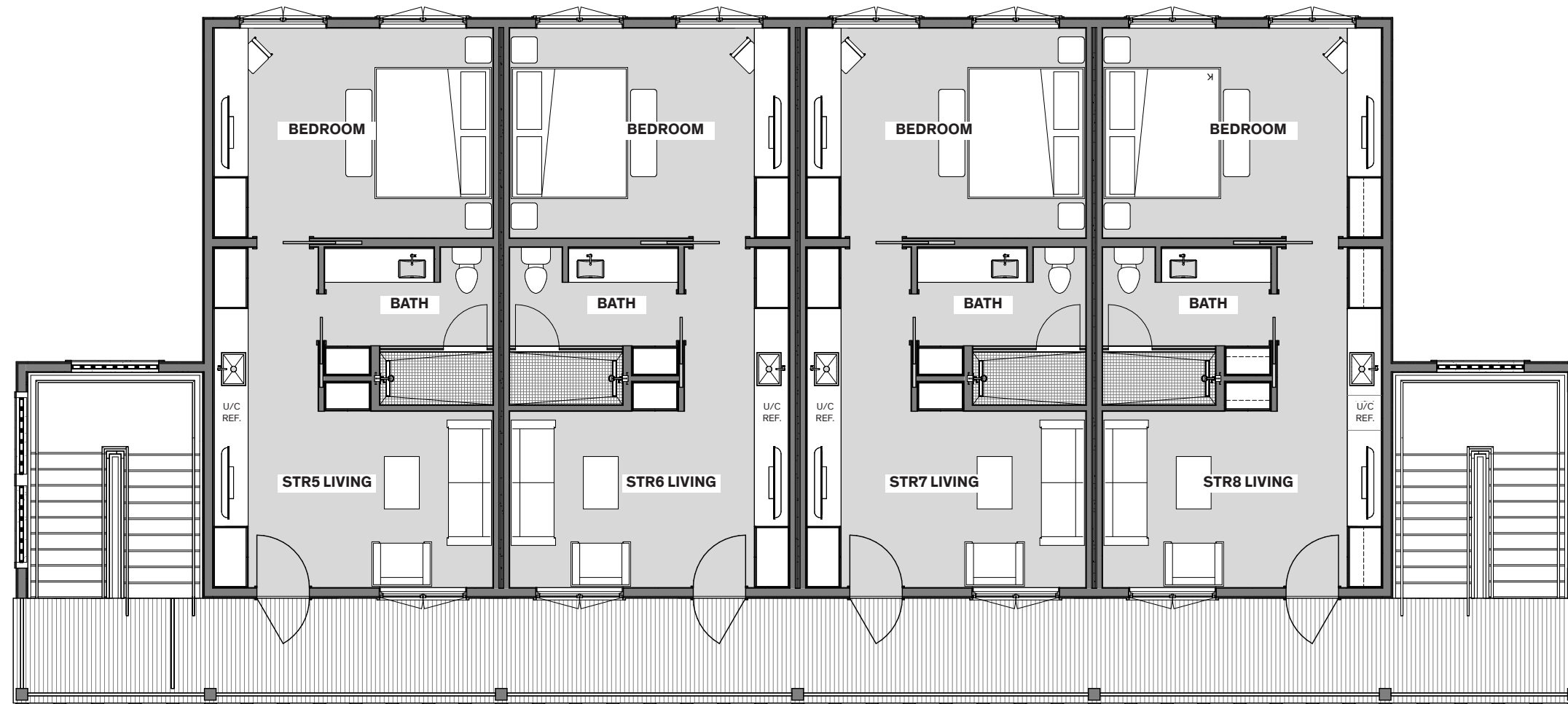




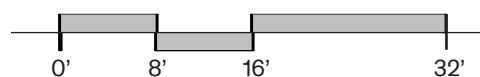
SHORT TERM RENTALS







SHORT TERM RENTALS









# TOWNHOMES





# TOWNHOMES



**TIMELESS / ELEGANT**

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**SPANISH REVIVAL**

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white stucco walls, clay tile roofs,  
architectural windows, roof  
terraces, private garages

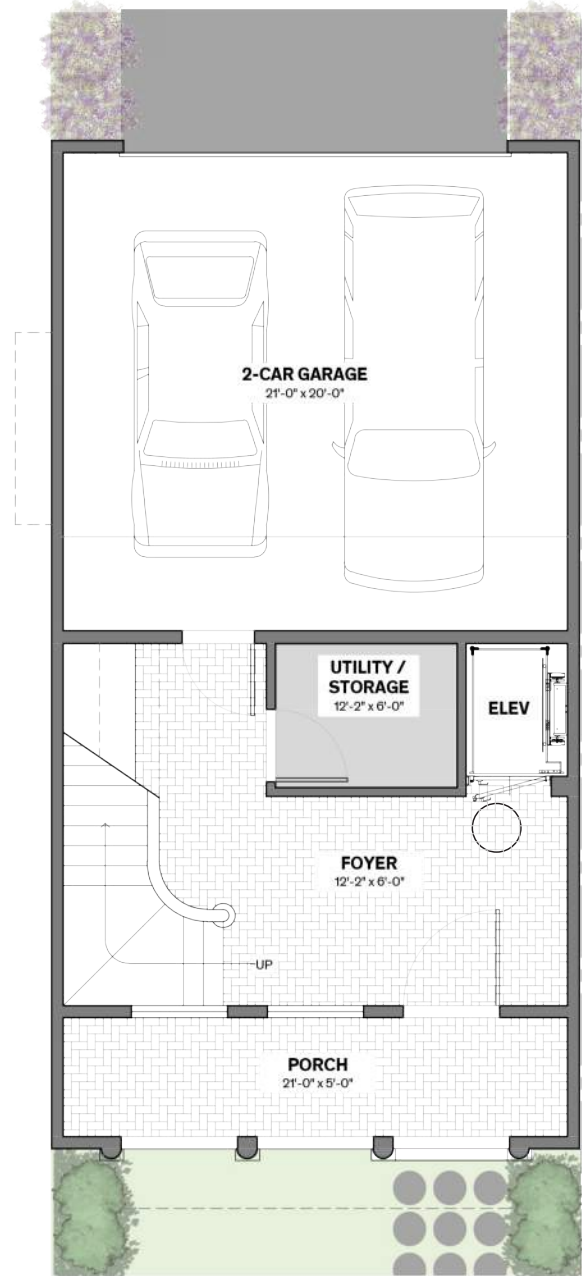
lush landscaping and authentic  
details

max building height = 48'

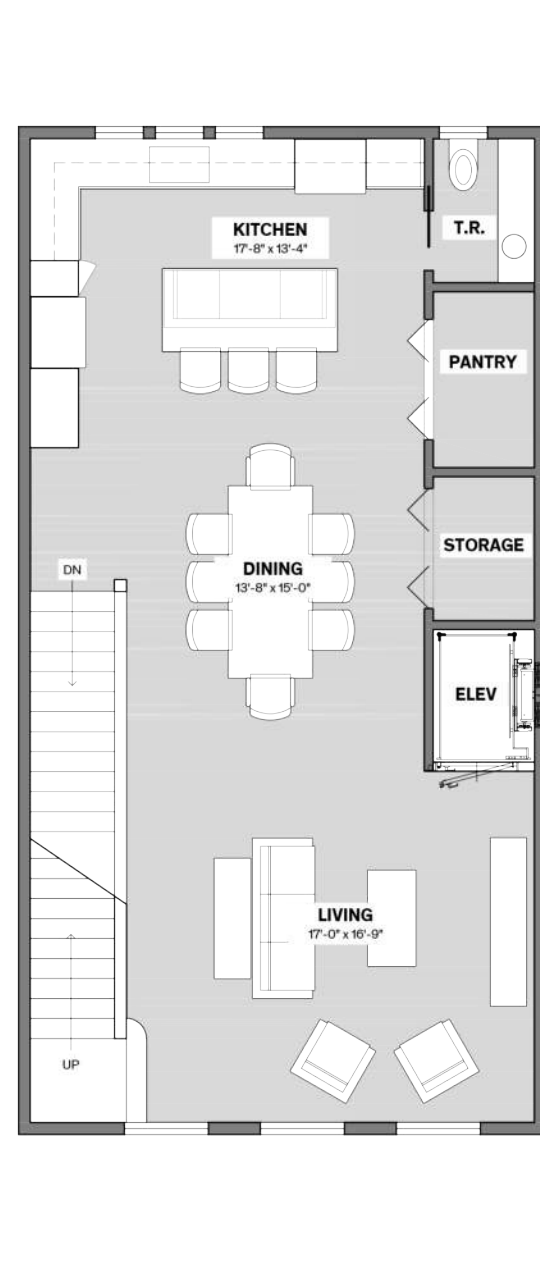




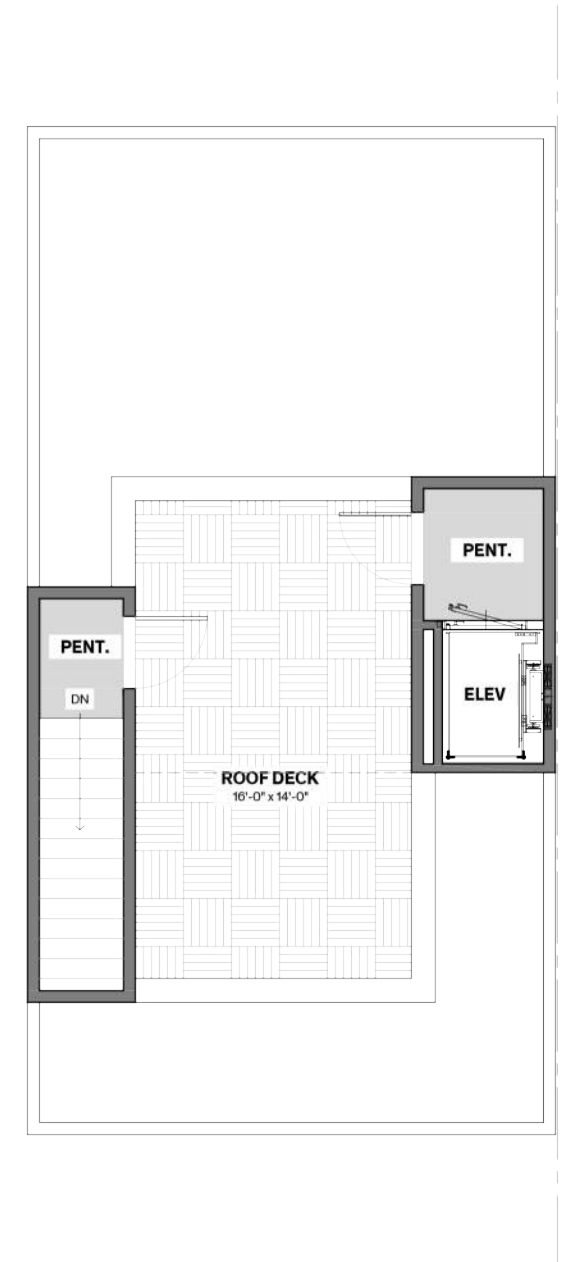
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

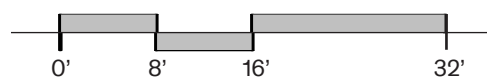


1 Town Home - First Floor Plan  
1/8"=1'-0" 350 SF

2 Town Home - Second Floor Plan  
1/8"=1'-0" 860 SF

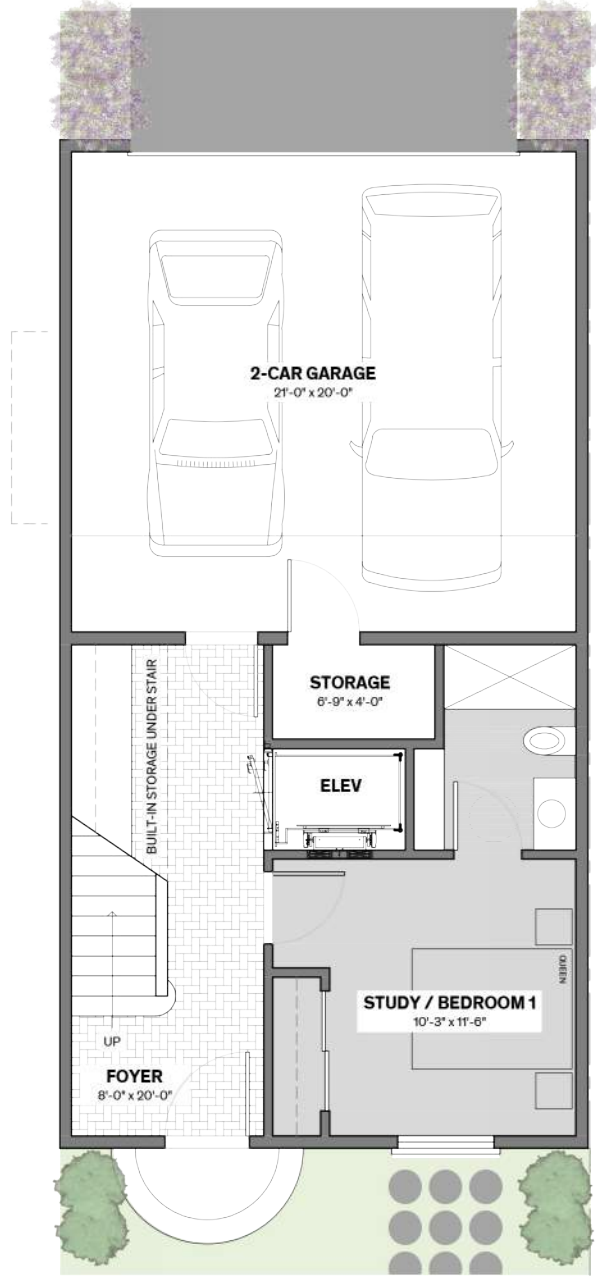
3 Town Home - Third Floor Plan  
1/8"=1'-0" 860 SF

4 Town Home - Penthouse & Roof Deck  
1/8"=1'-0" 100 SF (penthouse) & 250 SF (roof deck)



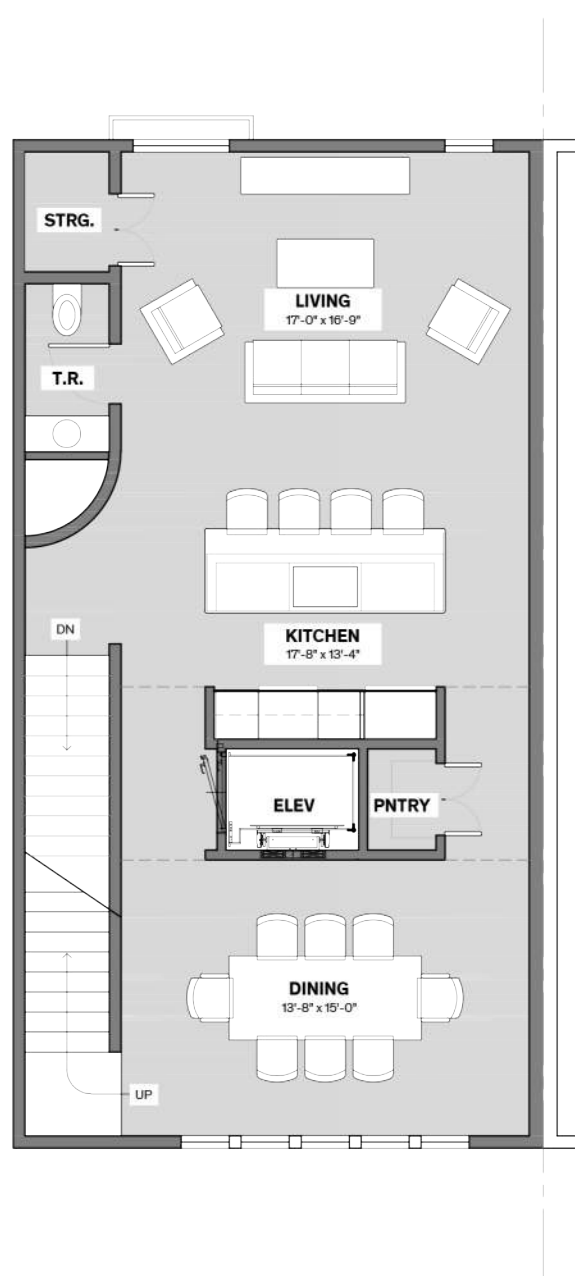


FIRST FLOOR



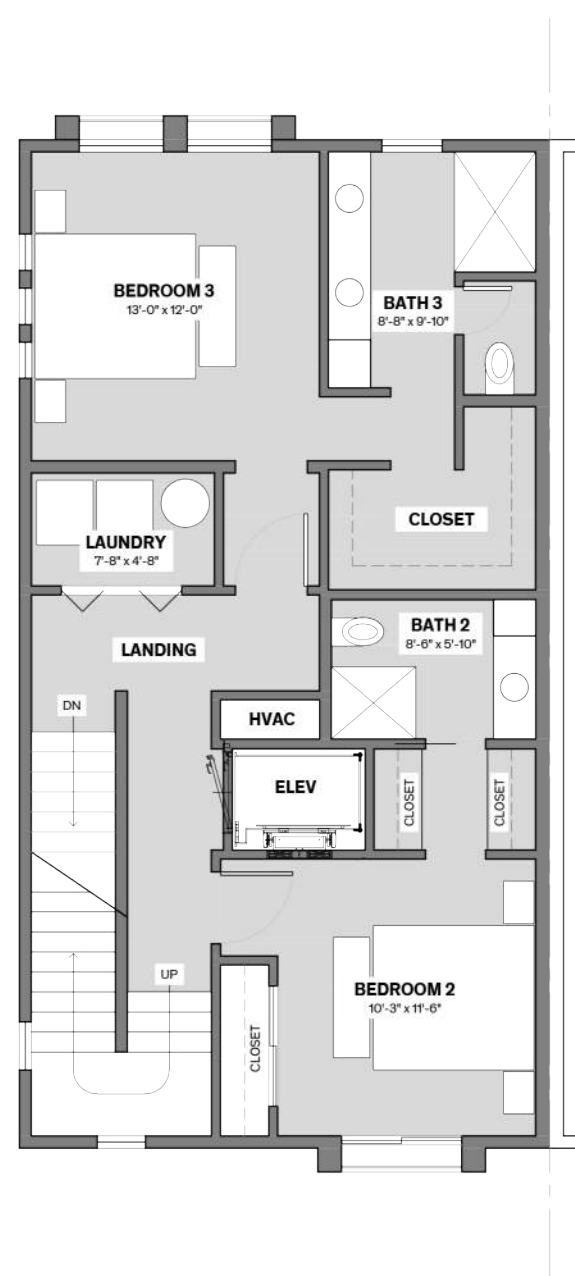
1 Town Home - First Floor Plan  
1/8"=1'-0" 475 SF

SECOND FLOOR

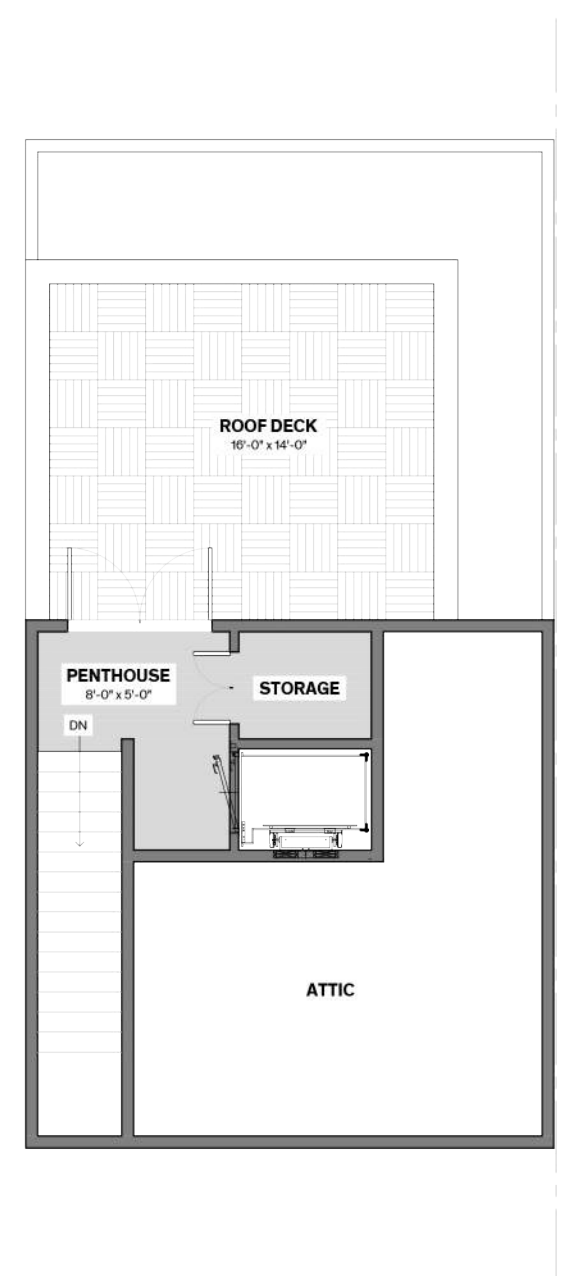


2 Town Home - Second Floor Plan  
1/8"=1'-0" 860 SF

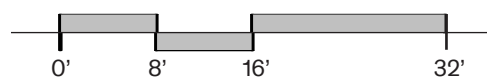
THIRD FLOOR



3 Town Home - Third Floor Plan  
1/8"=1'-0" 860 SF



4 Town Home - Penthouse & Roof Deck  
1/8"=1'-0" 50 SF (penthouse) & 250 SF (roof deck)









# DEVELOPMENT STANDARDS

SITE INFORMATION	
TOTAL SITE AREA	94.893 ACRES (4,133,555 SQUARE FEET)
EXISTING ZONING	N/A
PROPOSED ZONING	PLAN DEVELOPMENT
EXISTING LAND USE	UNDEVELOPED / VACANT
PROPOSED LAND USE	MULTI-FAMILY RESIDENTIAL

DEVELOPMENT STANDARDS		
LOT REQUIREMENTS (PLATTED AS SINGLE LOT)		
	R-3 STANDARD	PROPOSED
DENSITY	24 UNITS / ACRE MAX	5 UNITS / ACRE
FRONT SETBACK (FRONTAGE)	25'	25'
REAR SETBACK	20'	30'
SIDE SETBACK	10'	30'
BUILDING SEPARATION	10'	10'
LANDSCAPE BUFFER	20'	30' (10' @ STORAGE UNITS)

DWELLING UNITS (1, 2, & 3 BEDROOM DETACHED HOMES)		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	625 SF (MINIMUM)	625 SF (MINIMUM)
HEIGHT	35'	35'
PARKING (1 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT (TANDEM)
PARKING (2 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT (TANDEM)
PARKING (3 BEDROOM UNITS)	2 STALLS/UNIT	2 STALLS/UNIT

DWELLING UNITS (TOWNHOMES)		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	625 SF (MINIMUM)	625 SF (MINIMUM)
HEIGHT	35'	48'
PARKING	2 STALLS/UNIT	2 STALLS/UNIT

DWELLING UNITS (SHORT-TERM RENTAL)		
	R-3 STANDARD	PROPOSED
SQUARE FEET / UNIT	N/A	500 SF (MINIMUM)
HEIGHT	N/A	35'
PARKING	N/A	1 STALL/UNIT

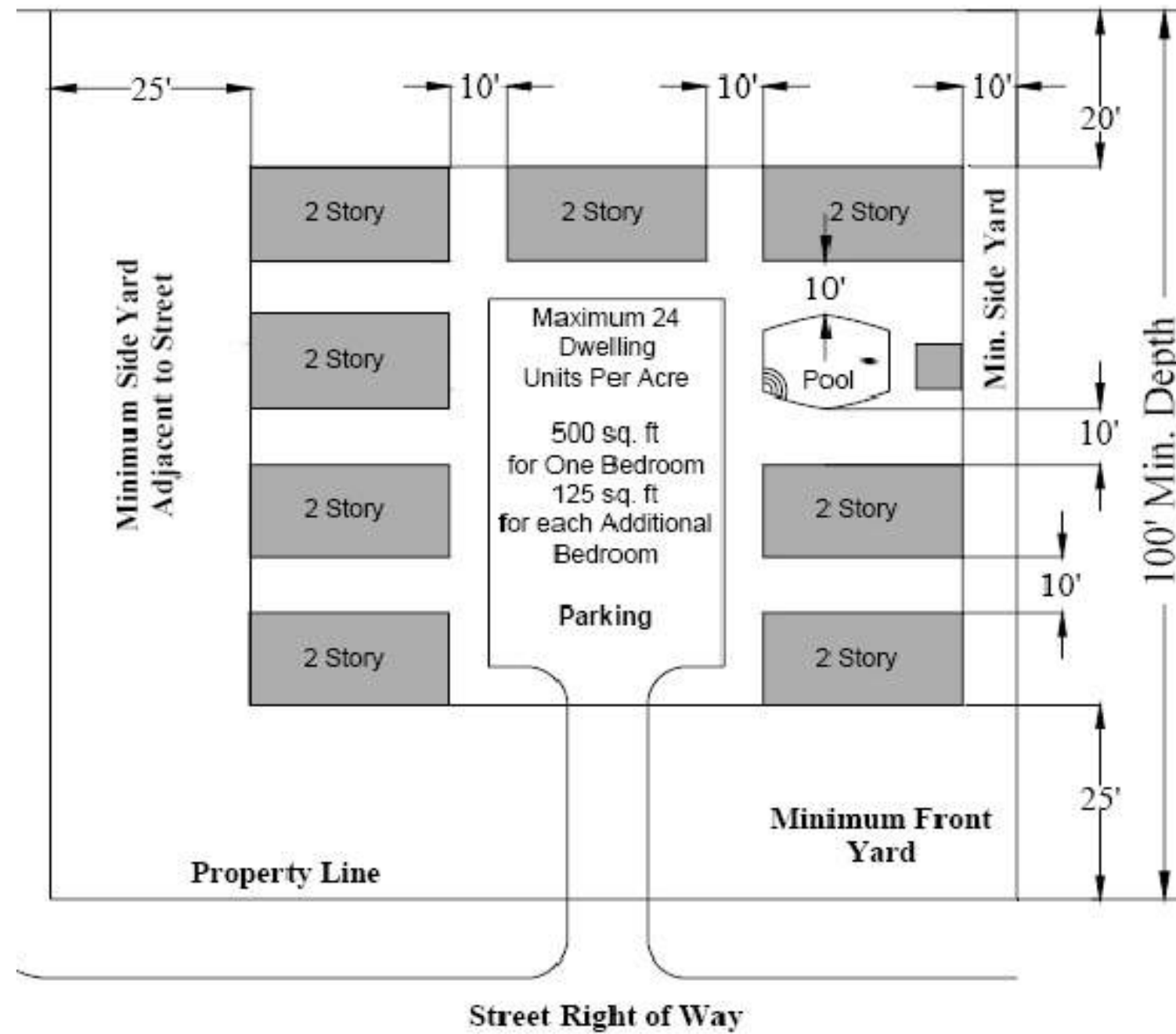
PUBLIC / SEMI-PUBLIC BUILDINGS (LEASING OFFICE, CLUB HOUSE)		
	R-3 STANDARD	PROPOSED
HEIGHT	60' MAX	48' MAX
PARKING	1 STALL / 200 SF	1 STALL / 400 SF

- BUILDING HEIGHTS** – The only building height increase over the R-3 standards is for the **Townhomes**. We request a height increase from 35' to 48' for the townhomes to allow for taller ceiling heights. The townhomes will be three stories with roof-top terraces. Following R-3 standards, Single-Family units will be single story, limited to 35'. Short-Term Rental uses will be two stories and limited to 35'. We propose to reduce the allowable height for Public / Semi-Public Buildings, including the Leasing Center, Town Center / Club House, Storage Buildings and Pavilion, which will be limited to 48' (less than the R-3 required 60').
- PARKING (RESIDENTIAL)** - Parking for single family residential units will be **two spaces, in a tandem configuration for one-bedroom and two-bedroom units**. Three-bedroom units, both single family and townhomes, will have two-car garages. In addition to the dedicated parking for each unit, off-street guest parking will be provided throughout the development totaling 128 spaces. No on-street parking will be allowed.
- PARKING (NON-RESIDENTIAL)** - Parking for public / semi-public buildings will be **1:400 (vs the R-3 standard of 1:200)**. The parking reduction at the public / semi-public buildings is supported by the fact that the development will have an extensive hike-and-bike trail and bicycle parking at the public buildings. The property will also operate a private shuttle service to and from the public buildings.
- FRONT YARD SETBACKS** - Clarification that the **25' front-yard setback is for the ROW frontage on HW 108 and FM 2302**. Front yard setbacks for the single-family residences interior to the site will be 10'.
- SIDE / REAR-YARD SETBACKS** – We have amended the plan which previously proposed a 5' setback at the Storage Buildings. We are proposing a **30' side-yard / rear-yard setback for the perimeter of the site**. (R-3 standards require a 10' side-yard and 20' rear-yard setback.) Set-backs interior to the development will be minimum 10' building separations per UDC. Side yard setbacks at interior corner lots will be 15'.
- LANDSCAPE BUFFER** – A landscape buffer will be provided between the multi-family development and adjacent residential uses. The landscape buffer will be 30' except at the Storage Buildings where it will be 10'.
- Additionally, as a point of clarification, the project assumes the **City's parkland fees will be assigned at the rate of \$400/dwelling unit**, to be paid at the completion of each phase of development completion.



# DEVELOPMENT STANDARDS

## 5.6.D HEIGHT, AREA, YARD AND LOT COVERAGE REQUIREMENTS MULTIPLE FAMILY DWELLING





# DEVELOPMENT STANDARDS



## DWELLING UNITS TYPES - 1-BED, 2-BED AND 3-BED DETACHED RENTAL HOMES, TOWNHOMES, SHORT-TERM RENTAL

	CURRENT STANDARDS	PROPOSED
DENSITY	24 Units/Acre	5 Units/Acre
SQUARE FEET/UNIT	625 S.F. (minimum)	625 S.F. (minimum)
HEIGHT	35' (max. ht.)	48' (max. ht.) (Townhomes Only)
PARKING	2 stalls/units	2 stalls/units (tandem)
LOT DEPTH	100' (min.)	100' (min.)
SETBACKS:		
FRONT	25'	25'
REAR	20'	20'
SIDE (INTERNAL LOT)	10'	30' *
SIDE (CORNER LOT)	25'	25' **

\* REVISED FROM CONCEPT PLAN WHICH REQUESTED 5' SET BACK AT STORAGE BUILDINGS. (10' BUILDING SEPARATION FOR INTERNAL LOTS REMAINS.)

\*\*15' SIDE SETBACKS AT INTERNAL STREETS.

DEVELOPMENT STANDARDS





**LEGEND**

- ENTRY GATE & DECORATIVE FENCE
- FRONTAGE FENCE & SIGNAGE, 4' HT
- PERIMETER PRIVACY FENCE, 6' HT
- EXISTING FENCE TO REMAIN







**LEGEND**

- STREET LIGHT POLE 14'-16' HT
- PEDESTRIAN PATH LIGHT





DELTA STAR - STAFF STAR STYLE 'B' LED

IP66 RATED

DATE: \_\_\_\_\_ PROJECT: \_\_\_\_\_ TYPE: \_\_\_\_\_

CATALOG NUMBER LOGIC:



CATALOG NUMBER LOGIC	
Example: SF - 48 - B - LED - e65 - NSP - A5 - BZP - 12 - 11 - A - PP - TRe20	
MATERIAL	
Aluminum	
SERIES	
SF - Staff Star Pathlight	
OVERALL HEIGHT	
24" (Standard), 30", 36", 42", 48", *54", *60", *66", or *72" height	
STAFF STYLE	
B - 180° Radius	
SOURCE	
LED - with Integral Dimming Driver (25W min. load when dimmed)**	
LED TYPE	
e64 - 7W LED/2700K	e79 - 7W LED/2700K 90CRI
e65 - 7W LED/3000K	e80 - 7W LED/3000K 90CRI
e66 - 7W LED/4000K	e81 - 7W LED/3500K 80CRI
e74 - 7W LED/Amber	
OPTICS	
NSP - Narrow Spot (13°)	MFL - Medium Flood (23°)
SP - Spot (16°)	WFL - Wide Flood (31°)
ADJUST-E-LUME OUTPUT INTENSITY***	
A9 (Standard), A8, A7, A6, A5, A4, A3, A2, A1	
FINISH (See page 2 for full-color swatches)	
Standard Finishes (BZP, BZW, BLP, BLW, WHP, WHW, SAP, VER)	
Premium Finish (ABP, AMG, AQW, BCM, BGE, BPP, CAP, CMG, CRM, HUG, NBP, OCP, RMG, SDS, SMG, TXF, WCP, WIR)	
Also available in RAL Finishes	
LENS TYPE	
12 - Soft Focus	13 - Rectilinear
SHIELDING	
11 - Honeycomb Baffle	
CAP STYLE	
A - 45°	
B - 90°	
C - Flush	
D - 45° Less Weephole (Interior use only)	
E - 90° Less Weephole (Interior use only)	

\*For use with standard Anchor Base only.

\*\*Designed for use with 12 VAC. LED transformer. Requires magnetic low voltage dimmer.

\*\*\*Please see Adjust-e-Lume photometry to determine desired intensity.

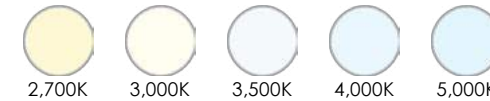
\*\*\*\*For use up to 48" maximum overall height.

Specification Sheet

Project Name \_\_\_\_\_ Qty \_\_\_\_\_  
Type \_\_\_\_\_ Catalog / Part Number \_\_\_\_\_



CCT - Color Temp (K)



7 Year Warranty



Certifications



Description

The versatile VCOB-1843 conversion kit transforms existing Sternberg 1843 Carson City luminaires into energy-efficient luminaires at significantly reduced maintenance costs. The wide variety of options makes this the industry's choice when converting from conventional lamp sources to energy-efficient lighting; made by Sternberg Lighting for Sternberg Lighting.

Physical

Series **VCOB-1843:** Carson City, LED Conversion Kit

Light Source

LED	4L: 4 LEDs	
CCT - Color Temp (K)	27: 2,700K	30: 3,000K
	35: 3,500K	40: 4,000K
	50: 5,000K	

Distribution Type **TS:** Type Symmetric **TA:** Type Asymmetric

Electrical and control

Driver	<b>MDL02:</b> 120V-277V, 250mA	<b>MDH02:</b> 347V-480V, 250mA
	<b>MDL03:</b> 120V-277V, 350mA	<b>MDH03:</b> 347V-480V, 350mA
	<b>MDL05:</b> 120V-277V, 500mA	<b>MDH05:</b> 347V-480V, 500mA

Features

Optional Fixed Dimming Resistor Board **FDRB:** Fixed Dimming Resistor Board



# SITE LIGHTING



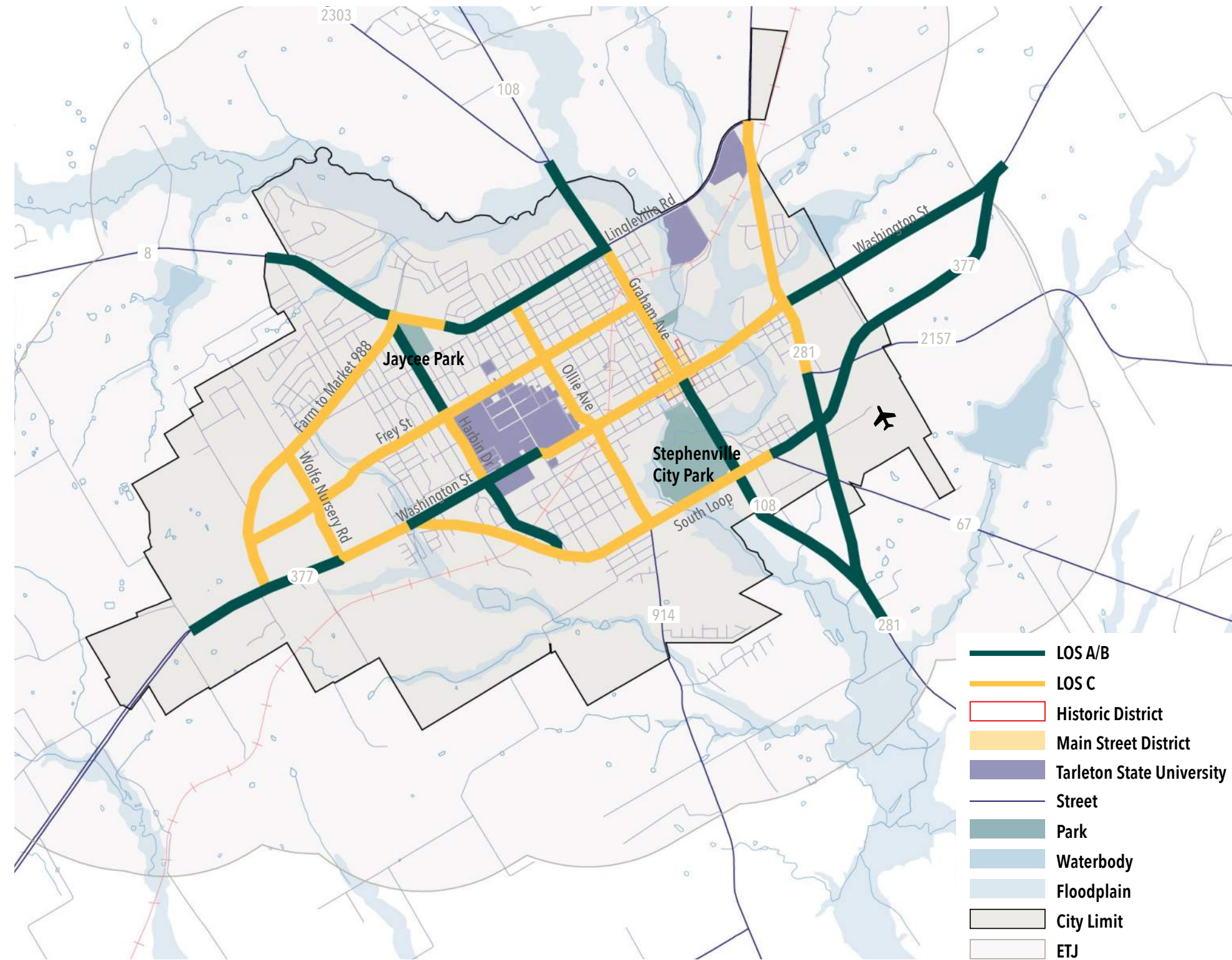


# TRAFFIC

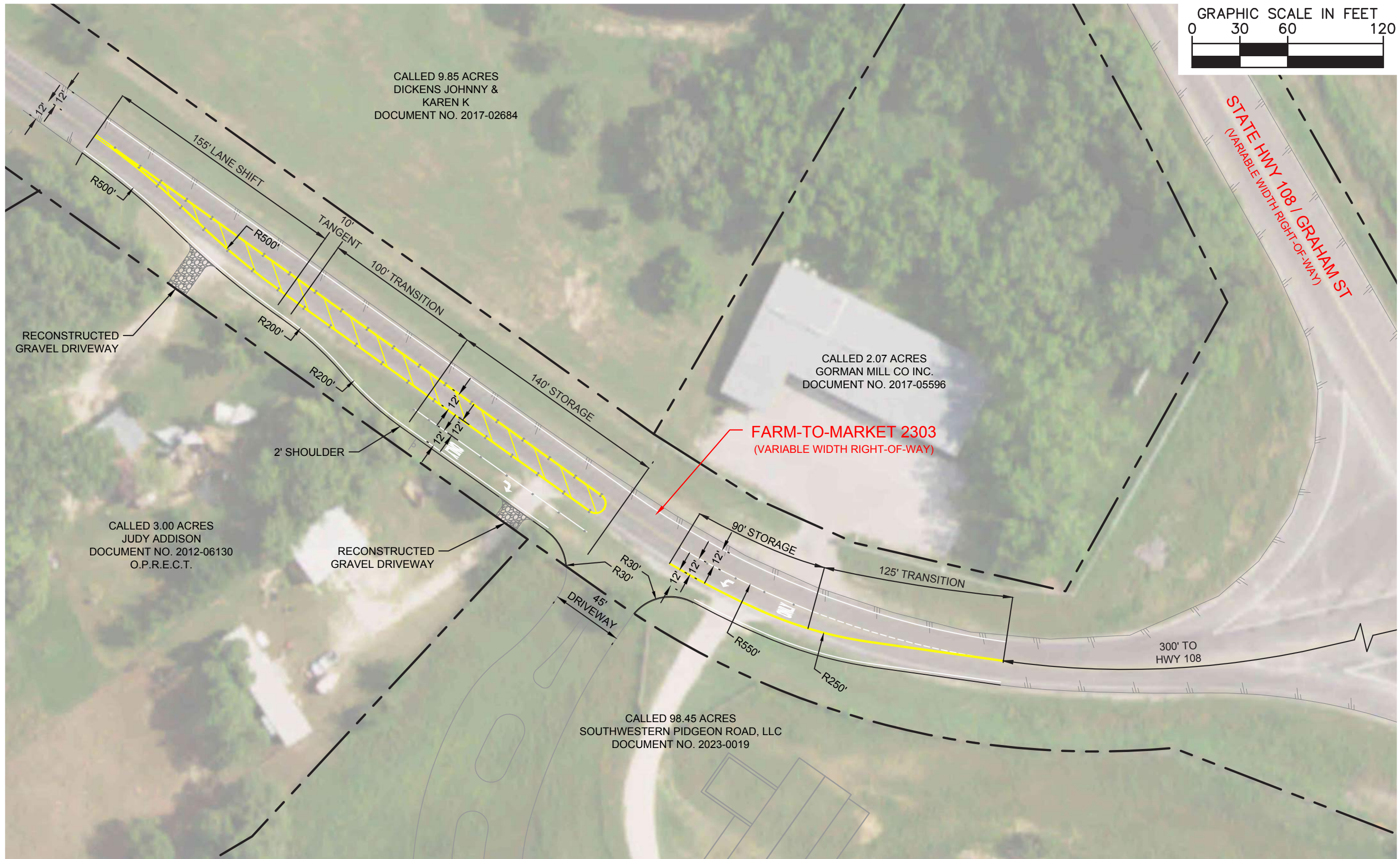
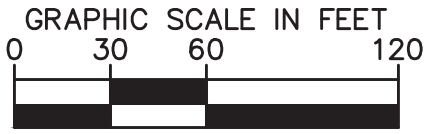
## TRAFFIC CONTROL MEASURES

- PARKING REDUCTION AT PUBLIC BUILDING.
- PROVIDING SHUTTLE SERVICE FROM COMMUNITY TO CITY.
- ENCOURAGING RESIDENTS TO USE ALTERNATE MODES OF TRANSPORTATION.
- TIA AND TXDOT STUDIES SHOW WE'RE MAINTAINING A/B LEVEL OF SERVICE.

Source: ESRI, City of Stephenville









# 48'-0" HEIGHT LIMIT AT TOWNHOMES ONLY







**STORAGE UNITS LIMITED TO 16'-0"**  
**SCREENED WITH PRIVACY FENCE AND**  
**LANDSCAPE BUFFER**







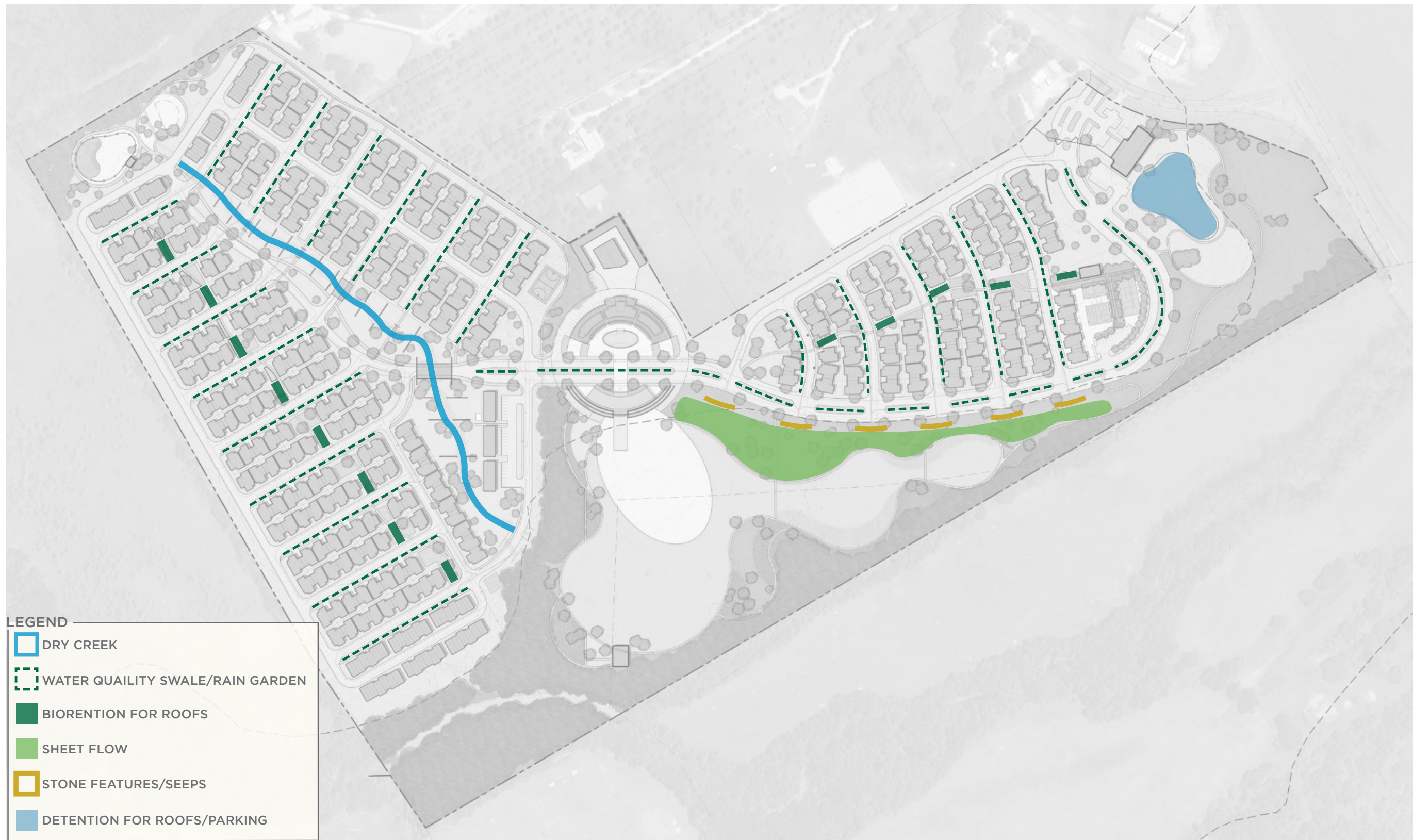
# GATED, MONITORED COMMUNITY PRIVATE SAFETY PATROLS SECURED PERIMETER FENCE TO NEIGHBORS

**LEGEND**

- ENTRY GATE & DECORATIVE FENCE
- FRONTAGE FENCE & SIGNAGE, 4' HT
- PERIMETER PRIVACY FENCE, 6' HT
- EXISTING FENCE TO REMAIN





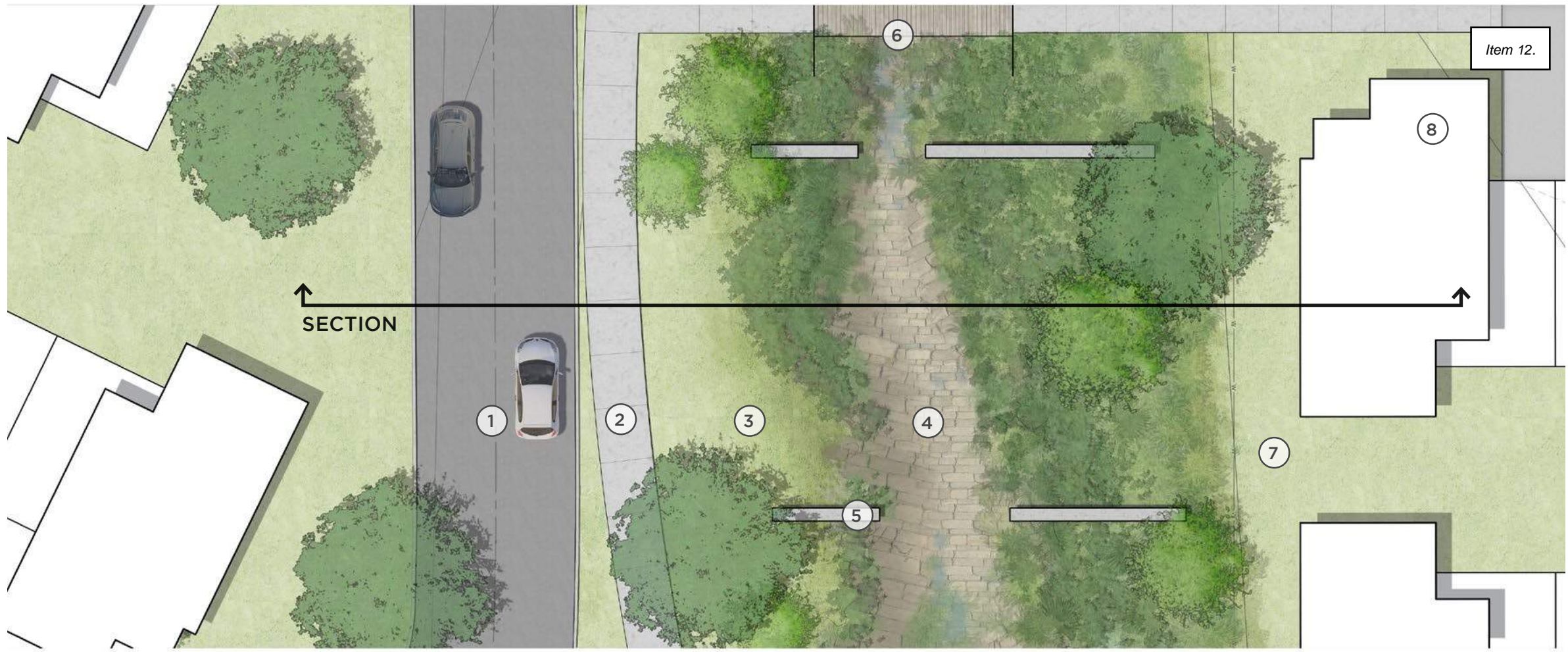








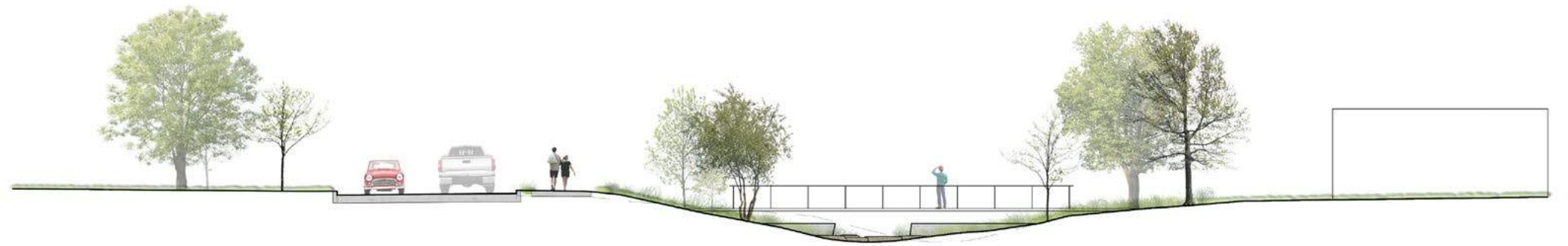
- LEGEND**
- 1 - DRIVE
  - 2 - PRIMARY SIDEWALK
  - 3 - SLOPED PLANTING
  - 4 - DRY CREEK
  - 5 - LOW WALL
  - 6 - PEDESTRIAN BRIDGE
  - 7 - PLANTING AREA



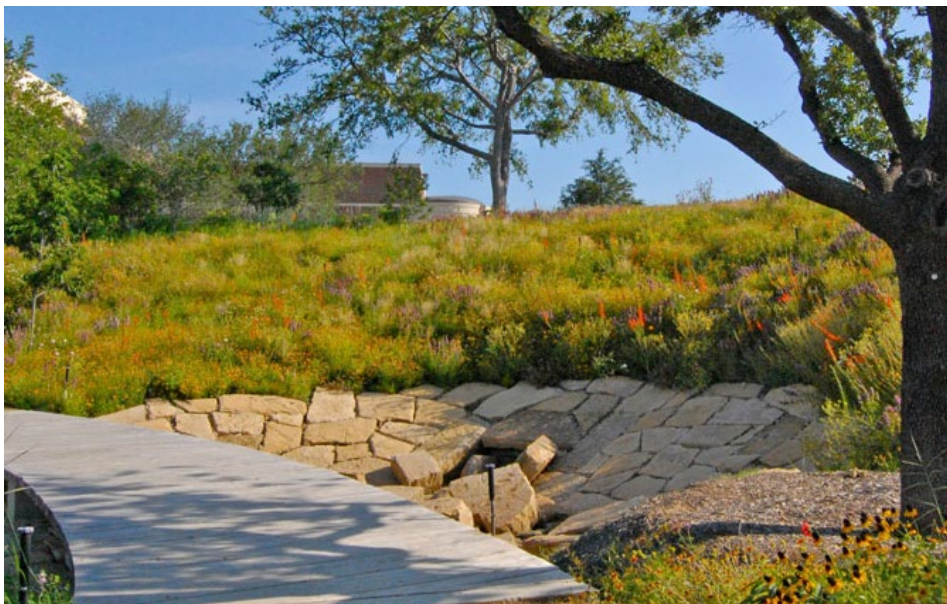
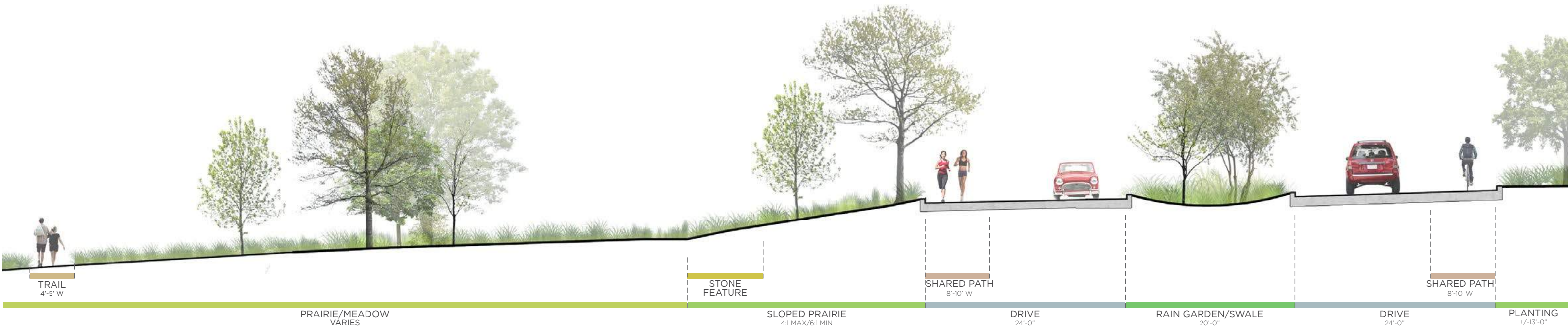
ENLARGEMENT PLAN



SECTION









**FOLLOWS CITY DEVELOPMENT PLAN**

**ADDRESSES HOUSING NEEDS**

**JOB CREATION**

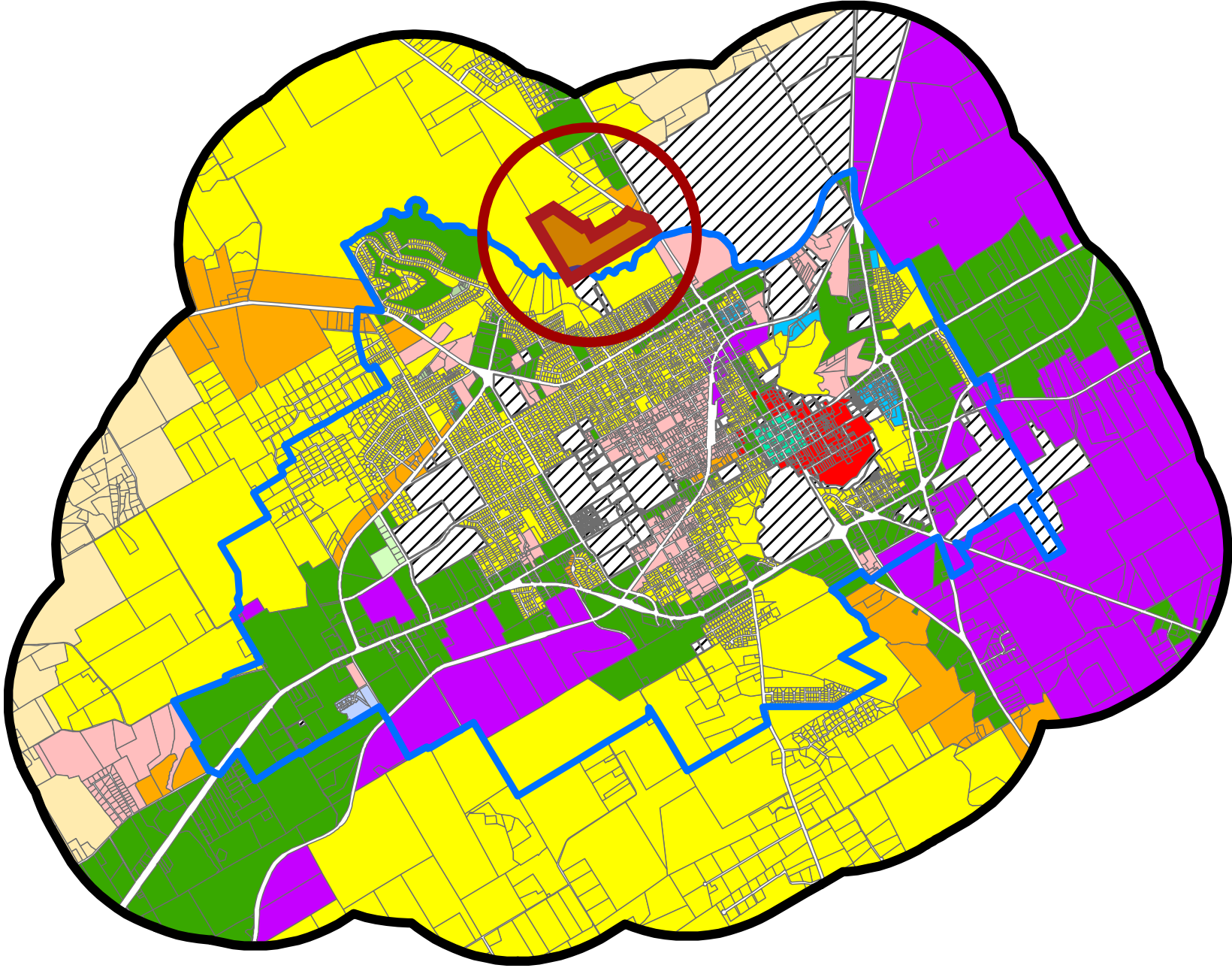
**PARKLAND FEES**

**EXTENDS CITY UTILITIES**

**MAJOR DEVELOPMENT INVESTMENT**



# Stephenville, Texas Future Land Use Map

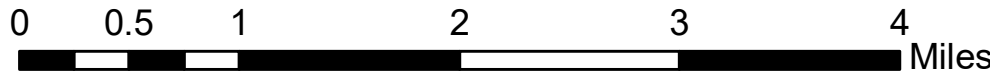


**Legend**

- City Limits
- ETJ

**Future Land Use**

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



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

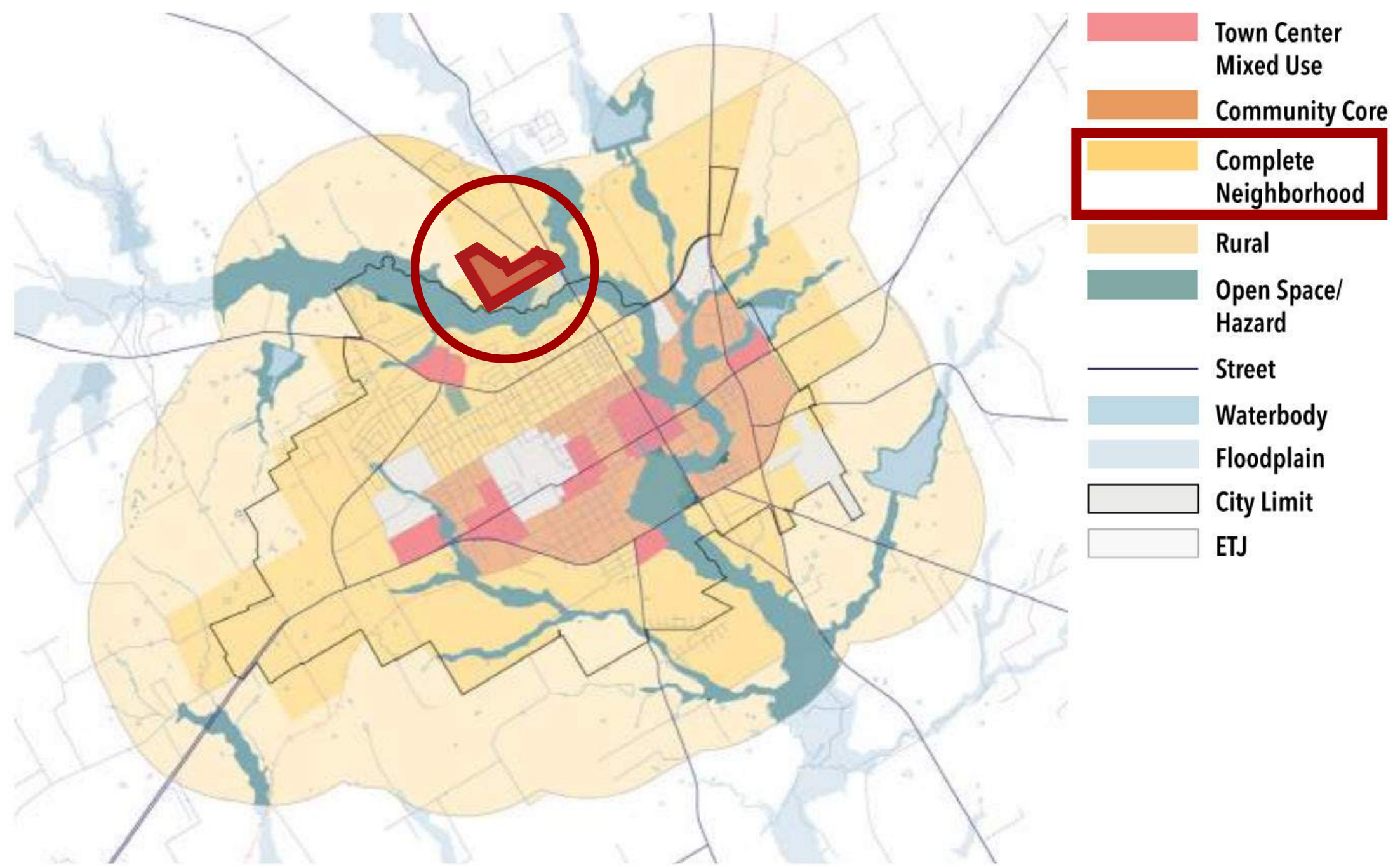
**Stephenville**  
TEXAS  
Adopted February 5, 2019



# STEPHENVILLE 2050

HONORING OUR LEGACY, EMBRACING OUR FUTURE

May 2024





# STEPHENVILLE 2050

HONORING OUR LEGACY, EMBRACING OUR FUTURE

May 2024

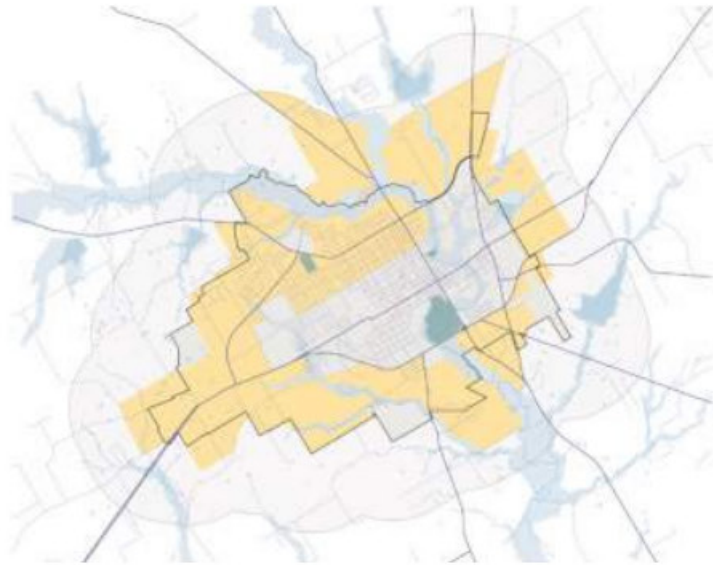


## Complete Neighborhood

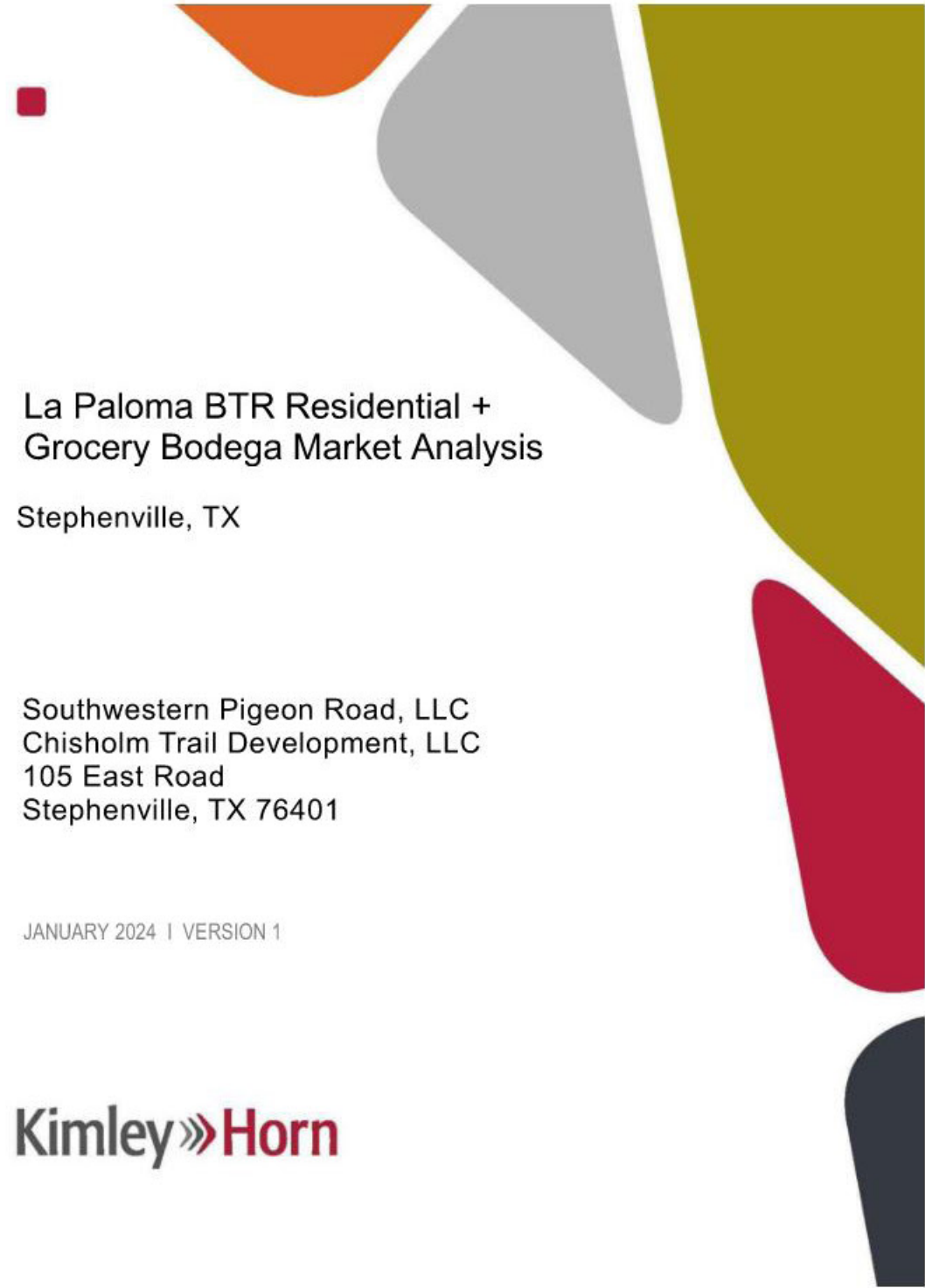
The Complete Neighborhood land use accommodates a mix of uses at a moderate density. A mix of housing types is encouraged to accommodate a range of residents. Local retail and service businesses are located on active corridors and parks and green spaces are integrated within the district.



- SF1.5 DESIGNATED DEVELOPMENT AT 5,000 S.F. PER LOT CAN FIT OVER 450 SINGLE FAMILY HOMES ON THE SAME LOT.
- OUR PROPOSED DEVELOPMENT HAS 293 SINGLE FAMILY HOMES AND 57 TOWNHOMES.
- TOTAL OF 350 HOUSING UNITS PROPOSED.







La Paloma BTR Residential +  
Grocery Bodega Market Analysis

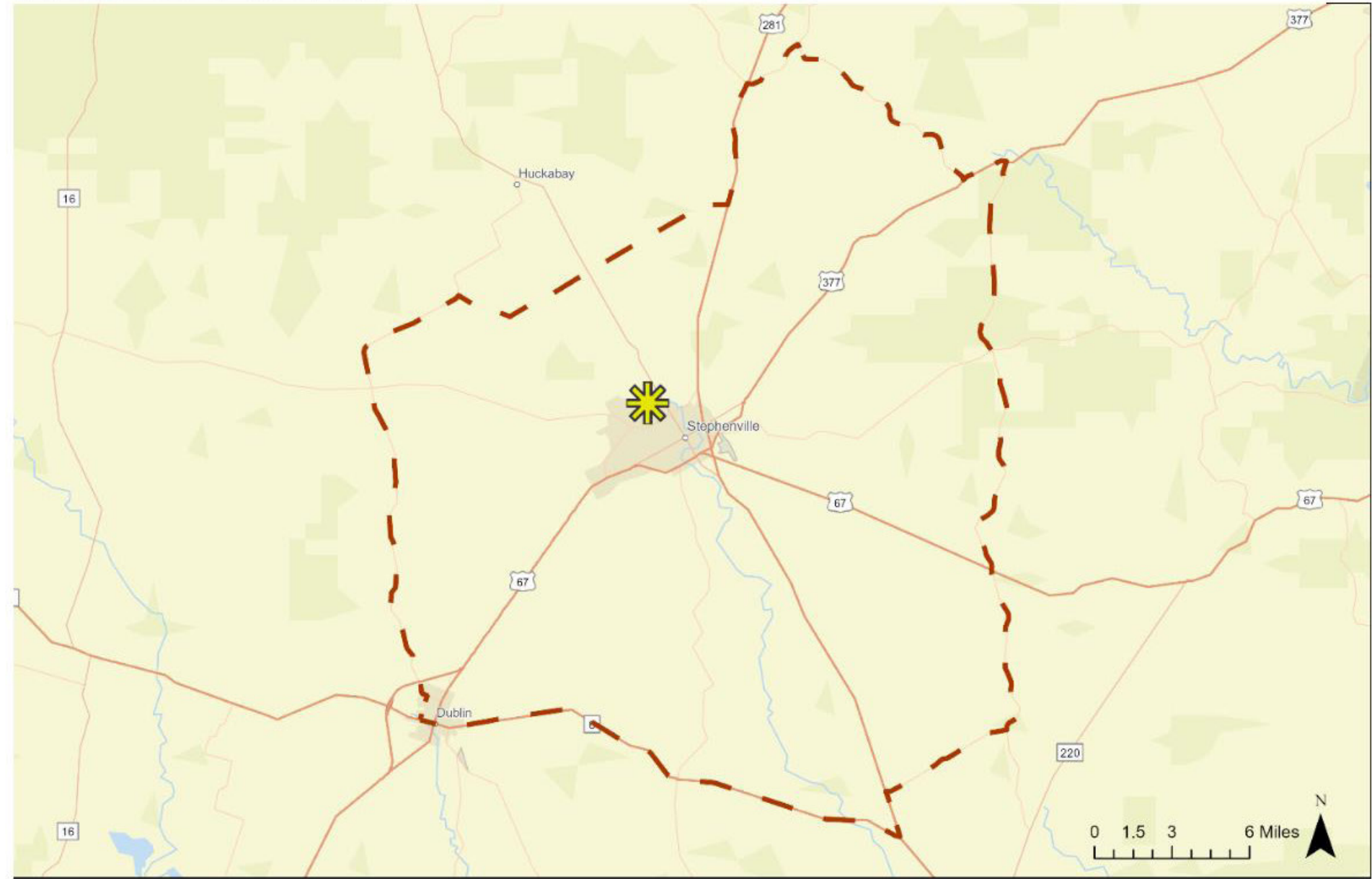
Stephenville, TX



Southwestern Pigeon Road, LLC  
Chisholm Trail Development, LLC  
105 East Road  
Stephenville, TX 76401

JANUARY 2024 | VERSION 1

**Kimley»Horn**

Map 2: La Paloma Submarket, 2024



-  Project Site
-  LaPaloma Submarket

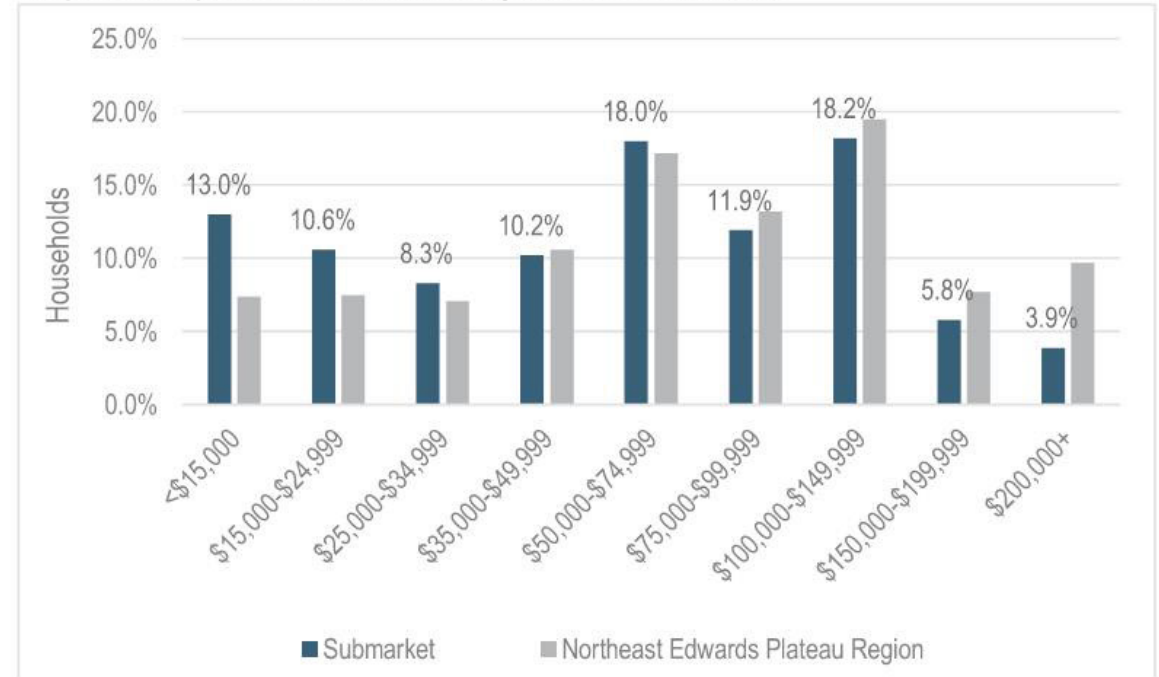
**LaPaloma Project Site**

LaPaloma BTR Residential and  
Grocery Bodega Market Analysis  
Stephenville, TX



# HOUSING MARKET STUDY

Graph 2: Comparison of Households by Income Cohort, 2023



Source: ESRI; Kimley-Horn

Table 5: Population by Age Cohort, La Paloma Submarket, 2023-2028

Cohort	2023	2028	2023-2028 Δ	
			#	%
0-14	5,497	5,670	173	3.1%
15-24	8,489	8,612	124	1.5%
25-34	5,497	4,701	-796	-14.5%
35-44	3,583	4,414	830	23.2%
45-54	3,131	3,337	206	6.6%
55-64	3,444	3,230	-215	-6.2%
65-74	2,887	3,122	234	8.1%
75-84	1,670	2,081	411	24.6%
85+	661	754	93	14.0%
<b>Total</b>	<b>34,789</b>	<b>35,884</b>	<b>1,095</b>	<b>3.1%</b>

Source: ESRI; Kimley-Horn

Table 14: Net Change in Inventory and Net Absorption, Northeast Edwards Plateau Market, 2018-2023 (Q3)

Year	Net Change in Inventory	Net Absorption	(Over)/ Under Supply
2018	264	297	33
2019	494	453	(41)
2020	829	59	(770)
2021	758	938	180
2022	518	414	(104)
2023 (Q3)	783	352	(431)
<b>Total</b>	<b>3,646</b>	<b>2,513</b>	<b>(1,133)</b>
<b>Ann. Avg.</b>	<b>634</b>	<b>437</b>	<b>(197)</b>

Source: CoStar; Kimley-Horn

Table 4: Comparison of Population Forecasts, 2023-2028

Area	2023	2028	2023-2028 Δ		
			#	%	CAGR
Submarket	34,789	35,884	1,095	3.1%	0.6%
Erath County	43,612	44,891	1,279	2.9%	0.6%
Northeast Edwards Plateau Region	352,659	375,243	22,584	6.4%	1.2%
<b>Sbmt. % Region</b>	<b>9.9%</b>	<b>9.6%</b>	<b>4.8%</b>		

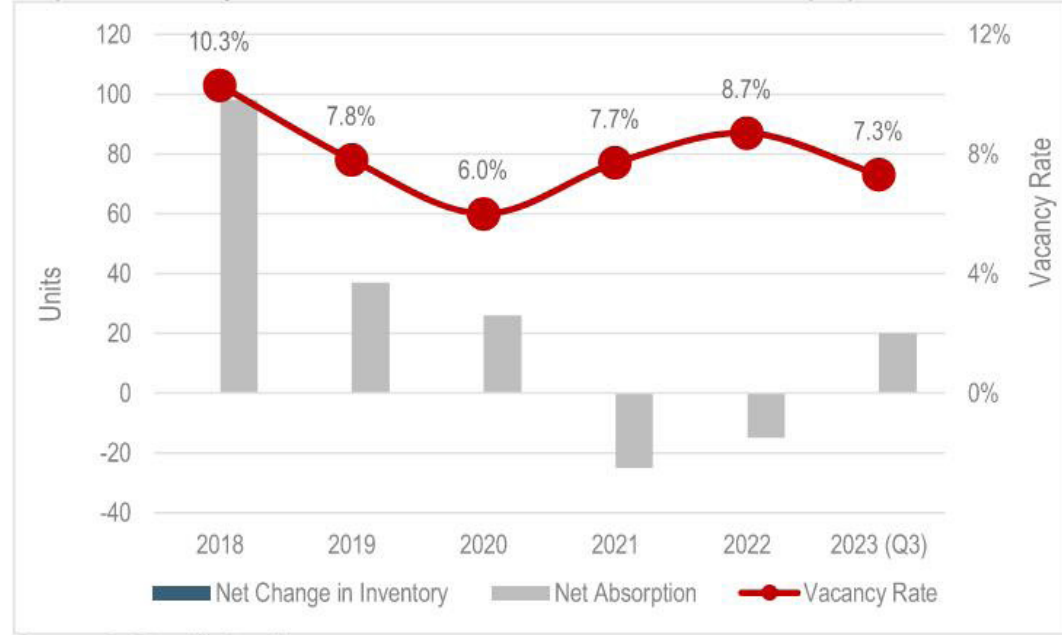
Source: ESRI; Kimley-Horn

Table 7: Comparison of Household Forecasts, 2023-2028

Area	2023	2028	2023-2028 Δ		
			#	%	CAGR
Submarket	12,982	13,811	829	6.4%	1.2%
Erath County	16,402	17,337	935	5.7%	1.1%
Northeast Edwards Plateau Region	134,132	143,918	9,786	7.3%	1.4%
<b>Sbmt. % Region</b>	<b>9.7%</b>	<b>9.6%</b>	<b>8.5%</b>		

Source: ESRI; Kimley-Horn

Graph 14: Vacancy Rate Trends, La Paloma Submarket, 2018-2023(Q1)



Source: CoStar; Kimley-Horn



# JOB CREATION

**LA PALOMA WILL CREATE**

**150+ CONSTRUCTION JOBS FOR 3+ YEARS**

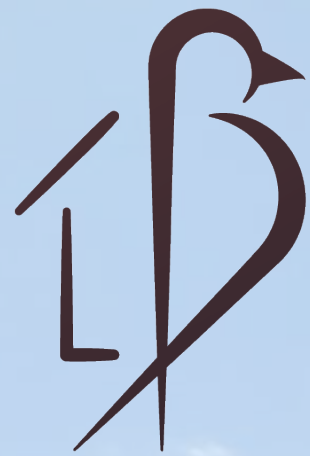
**8-10 PERMANENT OFFICE/ADMINISTRATIVE JOBS**

**8-12 SEASONAL JOBS**









# LA PALOMA

A CHISHOLM TRAIL DEVELOPMENT

**Kimley»Horn**  
Expect More. Experience Better.

**studioOutside**

**Architexas**

**SOUTHWESTERN**  
CAPITAL PARTNERS





**ORDINANCE NO. 2024-O-\_\_\_\_\_**

**AN ORDINANCE REZONING THE LAND DESCRIBED SINGLE FAMILY RESIDENTIAL (R-1) AND TO BE DETERMINED TO PLANNED DEVELOPMENT (PD)**

**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:

215 FM 2303, being Parcel R65090 of the Parcel R65090 being Acres 3.020, A0520 MENEFEЕ JARRETT; and Parcel R22587, being 91.830 acres of the A0520 of MENEFEЕ JARRETT; HOUSE & BARN of the City of Stephenville, Erath County, Texas

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

**PASSED AND APPROVED** this the 6<sup>th</sup> day of August 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:** Development Services Committee Report

**MEETING:** July 16, 2024

**Present:** Councilmembers Gerald Cook, Chair, LeAnn Durfey, Maddie Smith, Brandon Greenhaw

**Absent:** None

**DEPARTMENT:** Development Services

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

### DISCUSSION OF B-2 ZONING DISTRICT PERMITTED AND CONDITIONAL USES:

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

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

### ACTION TAKEN

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

End of Report



# COMMITTEE REPORT



**REPORT TYPE:** Nominations Committee Report  
**MEETING:** June 18, 2024  
**Present:** Maddie Smith, LeAnn Durfey, Lonn Reisman, Alan Nix  
**Absent:** none  
**DEPARTMENT:** Administration  
**STAFF CONTACT:** Sarah Lockenour, City Secretary

## DISCUSS AND APPROVE NOMINATIONS TO CITIZEN BOARDS AND COMMISSIONS

**DISCUSSION:** The committee met on June 18, 2024, to review applications for Citizen Boards and Commissions with the discussion led by committee chair Maddie Smith. The Nominations Committee received following nominations:

Board of Adjustment (one vacancy)

- Tina Virgin

Library Advisory Board (one vacancy)

- Lisa Latouche
- Mike Jones

Stephenville Type B Economic Development Authority (two vacancies)

- Mark McClinton
- Justin Haschke

The following boards did not receive any nominations but do have vacancies and are accepting nominations:

Main Street Advisory Board (one vacancy)

Planning & Zoning Commission (one vacancy with two alternates)

Western Heritage Advisory Board (one vacancy with three Ex-Officio members)

## COMMITTEE ACTION:

The following recommendations were made:

Board of Adjustment

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

Library Advisory Board

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



#### Planning and Zoning Commission

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

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

#### Stephenville Type B Economic Development Authority

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

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

#### Western Heritage Advisory Board

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



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

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

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]  
Submitted by Visitor (not verified)  
Tue, 04/30/2024 - 10:52am  
38.141.6.22

**First Name**

Mark

**Last Name**

Mcclinton

**Home Address**

[REDACTED]

**City, State, Zip Code**

Stephenville tx 76401

**Mailing Address**

[REDACTED]

**City, State, Zip Code**

Stephenville tx 76401

**Primary Phone Number**

[REDACTED]

**Alternate Phone Number**

**Email**

[REDACTED]

**Employment Status**

Employed Full-Time

**Employer**

Dj enterprises

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

Stephenville Type B Economic Development Authority Board of Directors

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

Planning and Zoning Commission

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

Board of Adjustment

**Are you currently serving on a board or commission?**

No - New Applicant



**Have you ever attended a Board or Council meeting?**

Yes

**Availability**

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

**Are you registered to vote in Stephenville?**

Yes

**Are you a property owner within the community?**

Yes

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

No

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

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

**Reason for Applying**

Desire to continue serving community

**Educational Background**

Undergraduate animal science A&M

Graduate At economics A&M

**Occupational Background**

Facilities manager

**Relevant Experience**

Council service

**Community Involvement**

Council representative ,keep Stephenville beautiful,,cornerstone church, booster club

**Submit Application**

Mark mcclinton

**Date**

Tue, 04/30/2024

**Source URL:**<https://www.stephenvilletx.gov/node/791/submission/11182>

**Links**

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



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

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

#### Submission information

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

Submitted by Visitor (not verified)

Tue, 04/16/2024 - 7:26pm

166.198.250.58

#### First Name

Justin

#### Last Name

Haschke

#### Home Address

[REDACTED]

#### City, State, Zip Code

76401

#### Mailing Address

[REDACTED]

#### City, State, Zip Code

76401

#### Primary Phone Number

[REDACTED]

#### Alternate Phone Number

#### Email

justin.haschke@bmywealthmgmt.com

#### Employment Status

Employed Full-Time

#### Employer

BMY wealth

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

Stephenville Type B Economic Development Authority Board of Directors

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

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

#### Are you currently serving on a board or commission?

No - Not currently serving, have served in the past

#### Have you ever attended a Board or Council meeting?

Yes



**Availability**

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

**Are you registered to vote in Stephenville?**

Yes

**Are you a property owner within the community?**

Yes

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

Yes

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

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

**Reason for Applying**

I want to serve the community and promote economic development.

**Educational Background**

Tarleton state university

**Occupational Background**

Financial services

**Relevant Experience**

I own a business in town and work in finance.

**Community Involvement**

Serve on city council, previously served on Seda, serve on Stedco, Oakdale united methodist PPRC, Compassion counseling, Stephenville optimist club, Texan Club.

**Submit Application**

Justin Haschke

**Date**

Tue, 04/16/2024

**Source URL:** <https://www.stephenvilletx.gov/node/791/submission/11136>

**Links**

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



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

### Submission information

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

Submitted by Visitor (not verified)

Tue, 05/14/2024 - 4:26pm

12.50.9.2

### First Name

Tina

### Last Name

Virgin

### Home Address

[REDACTED]

### City, State, Zip Code

Stephenville

### Mailing Address

[REDACTED]

### City, State, Zip Code

Stephenville

### Primary Phone Number

[REDACTED]

### Alternate Phone Number

### Email

TINAVIRGIN@TEXASHEALTH.ORG

### Employment Status

Employed Full-Time

### Employer

Texas Health Resources

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

Board of Adjustment

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

-Tourism and Visitors Bureau Advisory Board

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

Planning and Zoning Commission

### Are you currently serving on a board or commission?

No - New Applicant



**Have you ever attended a Board or Council meeting?**

Yes

**Availability**

Evening (after 5:00 pm)

**Are you registered to vote in Stephenville?**

Yes

**Are you a property owner within the community?**

Yes

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

No

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

Healthcare - Provider of goods and services contributing to the care of others

**Reason for Applying**

My reason for applying to this board is to work towards a stronger, more productive, and all-around better community for the citizens of Stephenville and all generations to come. I love Stephenville and have lived here for forty-five plus years and I want to give back to this community where my children and grandchildren have been or are being raised. I believe in a thriving city and will work with this team on building and ensuring we have a thriving city and community. I also feel that this group is future-focused and actively evaluates new initiatives and how such initiatives can be accomplished. I believe that I have both knowledge and education to positively impact this board and our community.

**Educational Background**

I have a Doctorate in Nursing Degree along with two Master's of Nursing, one in Education with Clinical Nurse Specialty and the other in Informatics. I also have a Bachelor's of Science Degree in Nursing.

**Occupational Background**

I have worked as a Registered Nurse in many different roles for the past 25 years. In doing so, the majority of my experience has been in Stephenville. One of the roles as a nurse was within community advocacy and the evaluation of community needs within Stephenville. This role provided me with an opportunity to complete a community health needs assessment and analysis providing a better picture of our community and it's needs. Once the needs assessment was complete, I was tasked with building a community health improvement council, which I led for 8 years, and several projects were developed and implemented through council work.

**Relevant Experience**

As a Master's Degree prepared registered nurse, I was tasked with developing a community health council to evaluate needs within our community. It was my responsibility to reach out to other community members and seek their willingness to assist with the council in determining what was needed and how those needs could be met. I was able to build a council that worked together to develop programs, build the tools, and find or provide the resources for whatever was determined as the highest priority for our community. This council consisted of local members from United Way, Tarleton State University, local churches, previous city council members, and other organizations that provided free or low cost services to Stephenville and the community.

**Community Involvement**

I have been involved in providing community projects such as a distracted driver program to give insight into how distractions have led to greater dangers in driving. I also led a sub-group in



development of a resource guide for the community that provides resources available to all community members and how they can be accessed. Another means of community involvement includes mission trips to provide medical care to those without access to medical facilities or professionals. I continue to provide American Heart Association and Emergency Nurses Association courses to medical and non-medical community members. This also includes information for businesses wanting and/or needing information on how to handle medical emergencies within their business.

**Submit Application**

Dr. Tina J. Virgin DNP, RN

**Date**

Tue, 05/14/2024

**Source URL:** <https://www.stephenvilletx.gov/node/791/submission/11238>

**Links**

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



**BOARD OF ADJUSTMENT**

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Original Term</u>	<u>Current Term</u>
1	JJ	Conway	2022-23	2022-24
2	Robert	Nimmo	2024-25	2024-25
3				
4	Moumin	Quazi	2012-13	2024-25
5	Mary	Seach-McGuire	2024-25	2024-25
A1	VACANT			
A2	VACANT			
A3	VACANT			
A4	VACANT			

Dean Parr - Council

Recommendation

Tina Virgin

**LIBRARY ADVISORY BOARD**

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Term</u>	<u>Current Term</u>
1	Jennie	Shafer	2021-22	2023-24
2	Jorge	Moreno	2024-25	2024-25
3				
4	Katy	Eichenberg	2011-12	2024-25
5	Katherine	Quinnell	2021-22	2023-24
6	Katherine	Horak Smith	2021-22	2024-25
7	Joe	Garcia	2024-25	2024-25

Kate Barton - resigned

**MAIN STREET ADVISORY BOARD**

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Original Term</u>	<u>Current Term</u>
1				
2	Scott	Allen	2024-25	2024-25
3	Dr. Aimee	Shouse	2021-22	2023-24
4	Jill	Burk	2024-25	2024-25
5	Joycelyn	Perez	2023-24	2023-24
6	Rita	Cook	2021-22	2024-25
7	Julie	Thomas	2023-24	2023-24

Phil Greer - resigned

**PLANNING & ZONING COMMISSION**

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Term</u>	<u>Current Term</u>
1	Tyler	Wright	2023-24	2023-24
2				
3	Lisa	LaTouche	2015-16	2023-24
4	Bonnie	Terrell	2023-24	2024-25
5	Nick	Robinson	2016-17	2023-24
6	Brian	Lesley	2019-20	2024-25
7	Paul	Ashby	2023-24	2023-24
A1	Justin	Slawson	2023-24	2024-25
A2	James	Stephenson	2024-25	2024-25

Alan Nix - Council

Justin Slawson

James Stephenson

**STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY**

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Term</u>	<u>Current Term</u>
1	Marion	Cole	2024-25	2024-25
2	Malcolm	Cross	2018-2019	Ricky
3	Kelijon	Nancy	2021-22	2023-24
4				
5	Metta	Collier	2023-24	2023-24
6	Ricky	Thurman	2024-25	2024-25
7				

Lori Beaty - resigned

Justin Haschke

Gerald Cook - Council

Mark McClinton

**WESTERN HERITAGE ADVISORY BOARD**

<u>PL #</u>	<u>First</u>	<u>Last</u>	<u>Term</u>	<u>Current Term</u>
1	Darla	Doty	2023-2025	2023-2025
2	Jerry	Norris	2023-2025	2023-2025
3	Kari	Haile	2023-2025	2023-2025
4				
5	Vanessa	Halford	2023-2025	2023-2025
Ex-Officio				
1	Angie	Ayers	2023-2025	2023-2025
2	Bob	Doty	2023-2025	2023-2025
3	Merry J.	Flatbush	2023-2025	2023-2025

Marilyn Meador - resigned

Angie Ayers



# Public Works Committee

## COMMITTEE REPORT



**MEETING:** Public Works Committee Meeting – 16 JUL 2024  
**Present:** P8 Alan Nix, Chair; P2 Gerald Cook, P4 Dean Parr; P6 David Baskett  
**Absent:** None  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

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

**Discussion:** The renaming of Northwest Loop (FM 988) was discussed. It was noted the name was changed by formal council action from Northwest Loop to Senator Robert J. Glasgow in 2023.  
Several individuals spoke in favor of honoring Senator Glasgow’s legacy with some advocating the name change in a formal manner and some supporting an honorary name change.

**Committee Action:** No action was taken by the committee.

**Recommendation:** The committee did not make a recommendation.

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

#### Belt Filter Press Refurbishment

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

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

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

#### Conveyor System Repairs

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

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

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

#### Aeration Basin Drives

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

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

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



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

**Discussion:** An overview of the public water infrastructure at the Creekside apartment complex development, located at 1000 Lingleville Highway, was presented. It was noted the development was constructed in 2016 and contained public water lines, hydrants and approximately 442 individual water meters. It was further noted that the complex accounts for approximately six percent of the city's water meters, but accounts for approximately 30 percent of routine work orders.

Update:

Meter/Vault combination -	\$59,108.55
Installation Estimate -	\$50,000.00
Estimated Lead Time -	24-weeks

A draft policy is attached to this Committee Report.

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

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

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

**Discussion:** The city manager presented a brief history of pro-rata fees indicating pro-rata fees were developed to recoup the installation costs of water and sewer infrastructure as property owners connect to those utilizes. It was noted that some pro-rata fees date back over 30 years. It was also noted residential pro-rata fees have been previously repealed and it was suggested pro-rata fees for commercial development also be repealed.

It was further noted developers have other mechanisms available, as private entities, to assist with cost recovery.

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

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



# Public Works Committee Meeting

## STAFF REPORT



**SUBJECT:** WWTP Capital Projects - Budgeted Belt Filter Press Refurbishment  
**MEETING:** Public Works Committee Meeting - 16 JUL 2024  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends support of the proposal from Andritz Separation Technologies, Inc. for budgeted repairs to the belt filter press at the wastewater treatment plant.

Staff also recommends support of the proposal from Parkson Corporation for budgeted repairs to the conveyor system that receives solids from the belt filter press.

### BACKGROUND:

The current belt filter press (BFP) has been in operation since 2002 and wear items need routine repairs/refurbishment. The conveyor system that receives the pressed solids from the BFP transfers the product to roll off containers outside of the sludge press building where the sludge is then removed from the plant for landfill disposal. It is also over 20 years old.

### PROPOSAL:

The equipment assessment performed earlier this year on the press noted deficiencies in the equipment and provided a listing of refurbishment parts and service recommendations. Andritz is the sole source supplier for replacement parts, accessories, and service for the BFP. A copy of the sole source supplier letter is attached to this staff report.

The conveyor system adjacent to the BFP uses a trough-shaped belt to catch and transport solids. Parkson Corporation is the sole source supplier for the conveyor system and a copy of the Parkson sole source supplier letter is also attached.

### FISCAL IMPACT SUMMARY:

The quote for the Andritz BFP refurbishment is \$305,345.00 with a lead time of 18-20 weeks.

The quote for the Parkson conveyor system is \$49,963.60 with a lead time of 9-11 weeks.

The FY23-24 budget allocated \$1,520,000 for capital projects at the wastewater treatment plant (WWTP) and the associated repairs and refurbishment of the BFP were specifically included.

The professional services agreement for these capital projects was awarded at the council meeting on November 7, 2023, for \$315,080. Additionally, with the understanding that some funds will be carried to FY24-25 due to design time and equipment lead time schedules, \$300,000 was recently authorized for transfer, at the July 2, 2024 council meeting, from the WWTP capital projects fund to a stormwater fund to address flooding issues on Chamberlin Avenue.

The total proposed cost of rehab work for the sludge pressing operations is \$355,308.60. The remaining FY23-24 funds for capital WWTP projects, if the two proposals are approved, would be \$864,691.40.

Copies of the BFP refurbishment quote and conveyor belt system replacement quote are attached to this staff report.

### ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval the proposals as presented;

### ADVANTAGES:

The work was anticipated and specifically allocated in the approved FY 23-24 budget.

### DISADVANTAGES:

No disadvantages are identified.

### ATTACHMENTS:

[Andritz Sole Source Letter and Andritz Belt Filter Press Refurbishment Proposal](#)  
[Parkson Sole Source Letter and Parkson Conveyor Belt System Quote](#)





July 12, 2024

City of Stephenville  
 Attn: Mr. Nick Williams, P.E., CFM  
 Stephenville City Hall  
 298 W. Washington Street  
 Stephenville, TX 76401

**Gina Mongardo Massey**

Inside Sales Manager - NA

SEPARATION

p: 817-419-1790

Gina.Mongardo@andritz.com

Page: 1 (total 1)

## **SUBJECT: SOLE SOURCE SUPPLIER**

Andritz Separation, Inc. is an original equipment manufacturer (OEM) of the liquid/solid separation equipment and hold the sole rights and ownership to the Andritz-Ruthner, Bird Machine, Netzsch, R & B and Humboldt product lines, specifically, the City of Stephenville owns an Andritz Belt Filter Press, Serial Number 0208. We are the sole source for all replacement parts, accessories and service.

All manufacturing components are based on Andritz's proprietary drawings. Commercial items are based on Andritz engineered specifications, they hold the highest manufacturing tolerances and we strive to achieve and maintain the most optimized efficiency in all of our products.

Andritz Separation, Inc. is the exclusive supplier of these components and we do not operate with local distributor networks. We have multiple facilities throughout North America and regional Sales Engineers available to handle all of your service needs. Please feel free to contact Andritz Separation, Inc. directly or visit our website at [www.usa.Andritz.com](http://www.usa.Andritz.com).

Gina Massey

ANDRITZ SEPARATION INC  
 Inside Sales Manager – NA  
 SEPARATION

ANDRITZ Separation Inc.  
 1010 Commercial Blvd. South  
 Arlington, Texas 76001 USA  
 Direct Phone: 817-419-1790  
 Direct Fax: 817-419-1990  
[gina.mongardo@andritz.com](mailto:gina.mongardo@andritz.com)  
[www.andritz.com](http://www.andritz.com)







# BFP Inspection Report and Refurbishment Proposal

## Stephenville, TX WWTP

Date Issued: 4/3/2024

Prepared By: Todd Pratt and Armondo Alvarado

Quote Number: 21001728

Original Job Number: 1193



ENGINEERED SUCCESS



## BFP Refurbishment Quote

Stephenville, TX WWTP

Job #: 1193

2.0M SMX-S8

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### Scope of Supply (On Site Refurbishment)

#### Refurbished parts:

The following existing parts will be inspected and reused during the refurbishment.

- Shower pipes to be disassembled and have new nozzles, wire brush and seals installed. Shower boxes will be cleaned and have new seals installed.
- Tension assembly will be inspected and have new bellows installed.
- Tracking assembly will be inspected and have a new sensor paddle and arm, tracking valve and bellows installed.

#### New Parts:

The following new OEM parts would be supplied during the refurbishment.

- New rolls with bearing housings, bearing and seals.
- Side wall seals.
- Splash guard end and side seals.
- Upper and lower belts.
- Wear strips grid assembly (gravity zone and wedge zone).
- Belt tension bellows.
- Belt tracking bellows.
- Tracking air control valve.
- Tracking sensing paddle and arm.
- Shower box seals.
- Shower bar nozzles.
- Shower bar internal brush and seal kit.
- Doctor blades (1 upper roll and 1 lower roll).
- New electrical switches.
- New pneumatic airlines and fittings if needed.
- New drive motor and gear box.
- Tension bushings.

Attachment Page 1 of 2

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel: +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Finland PLC  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786





### Site Work:

- Press will be disassembled and then reassembled on site.
- Technicians will be factory trained in the installation and maintenance of ANDRITZ belt presses.
- Technician will have tools such as chains, nylon straps to execute scope of work.
- ANDRITZ will supply transportation of rolls and other components to our service center and back to the customer site.
- ANDRITZ to provide 2 service technicians to be on site for 15 days working, 12 hour shifts including weekends to remove components and install components and confirm machine installation and startup.
- ANDRITZ will remove and dispose of old belt press rolls.
- ANDRITZ is responsible for proper cleaning and gathering of all trash, replacement parts, used oil and grease as it pertains to the work being performed by ANDRITZ personnel and placing it in a customer designated area or dumpster. Customer is responsible for coordinating all disposal. All exceptions must be in writing and confirmed by ANDRITZ prior to the start of a service.
- Additional time required due to delays outside of ANDRITZ control or request for additional work will be charged per the attached service rate sheet.

### Not in Scope:

- No work will be done to the machine frame, grid structure, drain pans and piping.
- Customer will be responsible for repairs and repainting/coating of frame if required.
- No work will be done to the pneumatic or electrical control panel.
- Customer will be responsible for power washing and cleaning of the equipment prior to work.
- Customer will be responsible for disconnecting (and reconnection) of all utilities and walkways from the machine as needed such as sludge, water, compressed air and electrical service.





## Terms and Conditions:

This proposal is based on the attached ANDRITZ Separation, Inc. "Standard Terms and Conditions of Sale".

## Special Provisions:

- All prices quoted in US Dollars,
- Pricing quoted is FOB Jobsite.
- Pricing does not include any local, state or federal taxes, permits, duties or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.
- Bonding is not included.

## Validity:

This proposal is valid for 30 days.

The quoted price in this proposal has been calculated based on the current market prices required to manufacture the quoted equipment and services pursuant to regulations, duties and law in effect as of the date of this proposal. The quoted price shall remain firm for a period of thirty (30) days, except and subject to the following. In the event that the introduction of new tariffs, levies, duties, regulations, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted equipment or services, Andritz reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or in any of the applicable contractual documentation shall be construed as a waiver of this right.

## Terms of Payment:

ANDRITZ Separation agrees to the following payment terms (on a net 30 day basis):

- 30% of Order Value upon Approved Purchase Order
- 70% of Order Value upon Shipment

## Delivery:

Equipment readiness for delivery is anticipated to be 18 - 20 weeks from receipt of Approved Purchase Order.

## Pricing:

**Sales Price for BFP refurbishment is \$305,345.00 USD**

Attachment Page 3 of 2

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel: +1 (817)465-5611  
Fax: +1 (817)468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number:59-3773483

Wire instructions:  
Nordea Bank Finland PLC  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



# ANDRITZ Separation

***The crisis in Russia/Ukraine has increased and is still expected to increase the pressure on global supply chains, resulting in various impacts/restrictions, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport, shipping by land, sea and air, lack of dock lighterage or loading or unloading facilities, lack of manufacturing facilities, lack or restricted availability of labour etc., as well as unforeseeable price increases.***

***The Supplier is unable to receive fixed prices and/or delivery times from its sub-suppliers, as the further developments in Russia/Ukraine and the global impact resulting therefrom are still unforeseeable. The price and delivery times in this proposal are therefore indicative only, and the Supplier reserves its right to adapt the price and/or the delivery times to reflect the impact of further developments after the date of this proposal. Nothing in this proposal can be construed as a waiver of such right.”***

Attachment Page 4 of 2

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel: +1 (817) 465-5611  
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**2024 FIELD SERVICE POLICY AND RATE SHEET**

**Installation and Start-up Assistance**

All the equipment furnished by ANDRITZ Separation Inc. shall be installed and started up by, and at the expense of the purchaser. There is available, however, upon the request of the purchaser, the service of ANDRITZ Separation Inc. field service personnel for consultation and advice in the installation and start-up of ANDRITZ Separation Inc. equipment. This service is provided with the understanding that ANDRITZ Separation Inc. will function only as technical consultants and coordinators in an advisory capacity, and shall have no responsibility for the supervision or the quality of workmanship of such an installation and/or start-up. Such responsibility will be that of the purchaser.

Certain types of ANDRITZ Separation Inc. equipment, such as that with mechanical seals, require the checkout of the equipment by experienced field personnel before the equipment is put into operation. In these instances, the equipment is tagged upon time of shipment. The failure to have proper mechanical check out by ANDRITZ Separation Inc. field personnel will void our mechanical warranty. For the check out, power and all necessary utilities for the operation of equipment must be available.

**Service Rates (Rates/Pricing are in US currency)**

Service Rates are applicable for all the time the field service employee spends on the job. This includes traveling to or from either our designated plant or point of residence of the employee. Any holdover time, i.e. time where the employee is required to stay on the job site because time does not permit travel home, or for the convenience of the customer, shall be at regular rates, listed below:

<b>Description</b>	<b>Standard Hourly Rates</b>	<b>Overtime Hourly Rates</b>
<b>Work:</b>		
Weekday	\$225.75 (Up to 8 hrs.)	\$338.50 (Over 8 hrs.)
Saturday	\$333.00 (Up to 8 hrs.)	\$333.00 (Over 8 hrs.)
Sunday	\$440.00 (Up to 8 hrs.)	\$440.00 (Over 8 hrs.)
Holidays	\$440.00 (Up to 8 hrs.)	\$440.00/ hr. up to 4 hrs.
<b>Travel:</b>		
Weekday	\$162.00 (Up to 8 hrs.)	\$335.00 (Over 8 hrs.)
Saturday	\$238.00 (Up to 8 hrs.)	\$335.00 (Over 8 hrs.)
Sunday	\$312.00 (Up to 8 hrs.)	\$440.00 (Over 8 hrs.)
Holidays	\$312.00 (Up to 8 hrs.)	\$440.00/ hr. up to 4 hrs
Remote Support	\$204.00 1 <sup>st</sup> hr - \$157.50.00/hr additional	.\$335.00 Minimum

**ANDRITZ SEPARATION INC.**

1010 Commercial Blvd. S.  
Arlington, Texas 76001  
Tel. (817) 465-5661  
Fax (817) 468-3940  
separation.us@andritz.com



### **Travel & Holiday Service**

If travel and work requirements carry through weekends and holidays, the premium rates above will be charged. (For example, if a customer requires field service personnel to be on site early Monday, necessitating the need to travel Sunday or a Holiday, the Sunday/Holiday rate will be charged. If work continues through a weekend and/or holiday, the Sunday/Holiday rate will be charged.)

### **Cancellation Notice**

In an effort to keep costs down for our customers, service personnel will book advanced, non-refundable tickets as quickly as possible after the request for service is received. This is a conscientious effort to keep costs to the customer, for air travel, as low as possible. If such expenses have been incurred in good faith, and the customer must cancel, we must invoice for those expenses to be fairly reimbursed.

### **Other Considerations**

Because our Field Service employees are away from home for extended periods for most of the year, we feel they should be with their families over the Christmas and New Year holidays. Except for breakdowns or comparable and equally critical service requirements, our personnel are not available at these times.

When our field service personnel travel international and required on site for periods in excess of four weeks, they are allowed to return home to be with their families. The allowable time period is determined on a case-to-case basis. The cost only of transportation to the employee's home and return will be included with the service charges.

It is required that our service personnel have single rooms in first class hotel or motel accommodations where these are available. The charges for all living and travel expense will be for the account of the customer. Travel, if by public conveyance or rented automobile, will be at cost. Travel, if by employee-owned or company owned automobile will be at the rate of US \$ 0.585 per mile plus all toll and parking charges. A 15% administrative fee will apply only to travel and living expenses incurred.

It is the responsibility of the purchaser to provide for all necessary permits, clearances, visas, and other pertinent information required for our personnel to travel to the job site. In the event that public facilities are not available near the job site, it is the purchaser's responsibility to provide the equivalent of first class facilities in single rooms for our personnel at the site. For overseas jobs intended to be of an extended duration in excess of thirty (30) days, special arrangements will be negotiated immediately (and prior to the requirement for personnel to be at the job site) with regard to visits home with their families.



### **Service Requirement Notification**

Our objective is to provide the best service possible. Experience has proven that one of the best ways to accomplish this is for our employees to arrive on the job site when they are needed - but not before. Our personnel are in short supply from time to time and personnel with the special skills you may require may not be available on short notice. We request, therefore, that for projects requiring extended service (in excess of thirty (30) days) and/or special skills, ANDRITZ Separation Inc. be given at least sixty (60) days' notice as to when field service personnel are required on site. We also ask that this be confirmed within fourteen (14) days of the start of their services. In other instances, for a shorter duration of service, we request that at least a minimum of ten (10) days' notice be given prior to requirement of our service personnel. After receipt of such advance notice, while we endeavor to comply with all requested time schedules, purchaser should be aware that on rare occasions we might not be able to meet all demands immediately. Negotiations will continue until the best schedule is attained. In the event that emergencies arise, we will work to meet the customers' needs as quickly and as completely as possible.

**Please Note:** If time is scheduled and the customer must cancel on short notice, there is no guarantee of the immediate availability of field service personnel for rescheduling.

### **Insurance & Warranty**

ANDRITZ Separation Inc. service personnel are fully covered by Worker's Compensation Insurance. ANDRITZ Separation Inc. makes no warranty either express or implied or by trade usage in connection with the services of its field personnel and shall have no liability direct, indirect or for any loss, damage, injury or expense resulting from or arising out of their services other than by reason of their negligence, and in no event for consequential injury or damage or for any amount in excess of the cost of repair or replacement of specific part damaged by their negligence

Rates Effective -03\_01\_2023

**ANDRITZ SEPARATION INC.**

1010 Commercial Blvd. S.  
Arlington, Texas 76001  
Tel. (817) 465-5661  
Fax (817) 468-3940  
separation.us@andritz.com



## TERMS AND CONDITIONS OF SALE AND/OR SERVICE

### 1. TERMS APPLICABLE

(a) These Terms and Conditions of Sale and/or Service are the only terms which govern the sale of the products, equipment, or parts and/or the provision of services ("Products" and "Services") pursuant to the quotation or acknowledgement of the Andritz entity supplying the same ("Seller") or Buyer's purchase order or other written document issued by Buyer. These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Buyer's authorization for Seller to commence work under the Agreement or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's acceptance of these Terms and Conditions of Sale and/or Service. The term "Agreement" as used herein means (1) these Terms and Conditions of Sale and/or Service, (2) Seller's quotation or acknowledgment together with any attachment thereto and any documents expressly incorporated by reference, and (3) Buyer's purchase order or other written document issued by Buyer, together with any attachment thereto and any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference). In the event of a conflict between any documents forming the Agreement, such documents shall be construed in the above-listed order of precedence.

(b) Prior to Buyer's acceptance of any Seller quotation in which these Terms and Conditions of Sale and/or Service are incorporated, in the event that the introduction of new tariffs, levies, duties, taxes, regulation, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted Products and/or Services, Seller reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or any of the applicable contractual documentation shall be construed as a waiver of this right.

### 2. DELIVERY OR PERFORMANCE; RISK OF LOSS AND TITLE

(a) Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. If the parties have agreed to liquidated damages in this Agreement for Seller's delay in achieving certain milestones, (i) the parties acknowledge and agree that Buyer's damages for Seller's delay are difficult to predict with any certainty, and such liquidated damages are not a penalty but a reasonable estimate of Buyer's delay damages; (ii) such liquidated damages shall not exceed an aggregate value of five percent (5%) of the Agreement price and shall be Buyer's exclusive remedy for any delay by Seller in performing any of its obligations under this Agreement; and (iii) Buyer agrees Seller shall not be liable for liquidated damages if Seller's delay in achieving a milestone subject to liquidated damages has not delayed Buyer's ability to use the applicable Products, Software and/or Services.

(b) Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2020. If no delivery term is agreed elsewhere in the Agreement, delivery of the Products will be made FCA shipping point (INCOTERMS 2020). Title to the Products shall transfer to Buyer upon final payment therefor.

### 3. WARRANTY

(a) Product Warranty. Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2020, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) **THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(d) The remedies provided in Paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

(e) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

### 4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products or Software, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

### 5. CHANGES, DELETIONS AND EXTRA WORK.

Seller will not be required to make changes in the Products or Services unless Buyer and Seller have executed a written change order for such change. Any such change order will include an appropriate adjustment to the Agreement price and/or schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the change order will include appropriate modifications to this Agreement. Seller shall be entitled to a change order adjusting the Agreement price, schedule and/or any affected obligations of Seller if after the effective date of this Agreement (a) a change in applicable law, tariffs, levies, duties, taxes, regulations or ordinances or (b) any act or omission of Buyer or any other party for whom Buyer is responsible, or any error or change in Buyer-provided information should require a change in the Products or Services or cause an increase in the cost or change in the schedule to supply the Products or Services.

### 6. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, Software or Services shall be billed to ar



by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

## 7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

## 8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

## 9. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications or instructions and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing or modified by Buyer without the written consent of Seller, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a patent issued as of the effective date of this Agreement in the country in which the Product will be operated, and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the Agreement price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

## 10. SOFTWARE LICENSE, WARRANTY, FEES

If Buyer and Seller have not entered into a separate license agreement, the following Software Terms and Conditions apply to any embedded software produced by Seller and furnished by Seller hereunder:

(a) The Software, as described in the Agreement ("Software"), and all written materials or graphic files that are fixed in any tangible medium and that relate to and support the Software ("Documentation"), and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and other proprietary rights recognized by the laws of any country inherent therein, including all changes and improvements requested or suggested by Buyer in the support and maintenance of the Software are the exclusive property of Seller ("Seller's Intellectual Property Rights"). All rights in and to the Software not expressly granted to Buyer in the Agreement are reserved by Seller. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Seller's existing or future patents. Software will not include any upgrades, new versions, releases, enhancements, or updates to the Software, unless agreed to by Seller in writing and at its sole discretion. To the extent any upgrades, new versions, releases, enhancements, or updates to the Software are provided by Seller, the term "Software" shall be deemed to include such upgrades, new versions or releases, enhancements or updates. To the extent any ownership right arises in Buyer with respect to the above, Buyer hereby assigns all of its right, title, and interest in and to any intellectual property embodied in in the Seller's Intellectual Property Rights, including enforcement rights, to Seller without the payment of any additional consideration thereof either to Buyer, or its employees, agents, or customers and agrees to execute any documents Seller deems necessary to effect such assignment.

(b) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable, revocable license to install, run, and use the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the Documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the Documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller, or deleted from Buyer's computer systems, with written confirmation after termination.

(c) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation. In no event does Seller warrant that the Software is error free or that Buyer will be able to operate the Software without impairments or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks,

Seller does not warrant that the Software or any equipment, system, or network the Software is used will be free of vulnerability to intrusion or attack.

(d) If within 12 months from the date of delivery of the Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the Agreement price or license fee paid.

(e) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by modifying the Software or replacing it with a functional equivalent (in which case, Buyer shall immediately stop use of the allegedly infringing Software), or (c) take back such Software and refund to Buyer all payments on the Agreement price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party not approved in writing by Seller; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5.

**THE FOREGOING PROVISIONS OF THIS SECTION 10(e) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS UNDER SECTION 10, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS, BY THE SOFTWARE OR ANY PART THEREOF.**

(f) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

(g) Buyer and its successors are limited to the remedies specified in this Paragraph 10.

(h) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

## 11. SITE RISKS

(a) Site Conditions. The parties acknowledge and agree that as to conditions at the project site, Seller is relying upon information provided by Buyer. If Seller becomes aware of any subsurface, concealed, or differing condition, environmental hazard or violation of any environmental law or regulation, Seller will immediately suspend performance of the work in the affected area and notify Buyer. Buyer acknowledges that it will assume the risk of any increased costs and changes to the schedule that may result from such conditions. If Buyer does not immediately remediate such conditions, Seller may either suspend performance of all work or terminate this Agreement.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

## 12. TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.



(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller, overhead, and an appropriate profit. In case of such termination, the licenses granted in Paragraphs 10 and 13 hereof shall terminate.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

### 13. INTELLECTUAL PROPERTY; CONFIDENTIALITY

(a) All intellectual property embodied in the Products, Services and Software provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Further, Seller shall have the right to collect and use data generated by the Products, Software or Services supplied hereunder.

(b) Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, non-transferrable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject of this Agreement only; provided, however, that Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products or any parts thereof, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13, or in case of Buyer's termination pursuant to Paragraph 12(b).

### 14. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

### 15. FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, blockage, slowdown, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a change order containing an appropriate adjustment in the Agreement price and delivery schedule.

### 16. INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall

be entitled to be represented in the matter by counsel of its choosing at Buyer's expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

### 17. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE

(a) Buyer recognizes that any Products and Software that are the subject of this Agreement and originate in the U.S. remain subject to U.S. export control and economic sanctions laws and regulations even after such Products are exported from the U.S. (if applicable), and even though such Products and Software have been purchased in and, if applicable, exported from Canada. Buyer certifies that such Products and Software will not be diverted, transshipped, re-exported, or otherwise transferred in contravention of any applicable export control and economic sanctions laws and regulations, nor will it allow the Products or Software to be incorporated into other products or used to make direct products thereof that are exported, re-exported, used, or transferred in violation of U.S. export control and economic sanctions laws and regulations. Buyer further affirms that such Products and Software will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation. Without limiting the foregoing, Buyer will not, nor will it allow third parties to, export, re-export, or transfer any Products or Software to any person or entity that is the target of U.S. sanctions or is in Crimea, Cuba, Iran, North Korea, or Syria, or any other country or territory in violation of U.S. sanctions.

(b) Buyer shall be responsible for any breach of this provision by it, and its successors and permitted assigns, as well as its parents, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors ("Buyer Parties") and shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, damages, and penalties arising out of or relating to any non-compliance with U.S. export control and economic sanctions laws and regulations by any Buyer Party.

(c) Buyer shall, upon request of Seller, promptly provide all information necessary for Seller to ensure compliance with U.S. export control and economic sanctions laws and regulations, including but not limited to information related to end-users, end-uses, and destination countries.

### 18. SPECIAL CONDITIONS FOR PRESSURE VESSELS

For installation, repair, or maintenance Services on existing pressure vessels, piping and equipment, the following shall apply:

(a) Unless otherwise agreed and stated in the Agreement, Buyer shall be responsible for: (i) physically disconnecting and isolating vessels and equipment being repaired from existing piping and electrical power before Seller or any of its subcontractors start the Services, and take adequate precautions that re-connection and resumption of use does not take place until the Services are completed, and (ii) emptying the vessels and piping and freeing them from any toxic or harmful substances before the Services begin so that the vessels and piping are safe for Services to begin. Buyer shall maintain the area entirely free of combustible, toxic and asphyxiant substances and provide fire protection service until the Services are completed;

(b) If the Services are on an existing vessel or existing piping, the Buyer is responsible for determining the prior condition of the portion of the vessel or piping not involved in the Services, and its ability to withstand the Services and any tests that may be necessary;

(c) Buyer shall also be responsible for evaluating the effects of prior use of the vessel or piping upon structural adequacy, and the suitability of the vessel or piping for the service intended when the Services are completed;

(d) Seller has no obligation to provide any inspections or tests, and Buyer takes full responsibility for all necessary inspections and tests, including but not limited to, selection of testing personnel, type, location, frequency, and severity of any inspections and tests and all test results at any stage of the Services;

(e) Upon request of Seller, Buyer shall provide Seller with the history of the vessel, a statement of the tests to be performed and a statement of the proposed use of the vessel after completion of the Services, and

(f) If repairs are required: (i) Buyer will provide an Authorized Inspector ("AI") who will determine the scope of the Services to be done; (ii) Seller will provide Buyer with a proposed Quality Control ("QC") package specifying the methods and procedures that Seller will follow in performing the Services specified by the Buyer; (iii) the proposed QC package is subject to approval by the Buyer, and such approval must be provided before Services commence; (iv) after approval of the QC package, the Services shall be done in accordance with the QC package. At the option of the AI, hold points may be established for inspection during the course of the Services; and (v) upon completion of the Services, the AI shall inspect the



Services and provide a signed acceptance that they have been completed in accordance with the QC package. Such acceptance by the AI shall establish completion of the Services.

#### 19. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and/or Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement, including, but not limited to, Paragraphs 4, 13, 17 and 19, shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(f)(i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia.

(ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick...

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.



# Public Works Committee Meeting

## STAFF REPORT



**SUBJECT:** WWTP Capital Projects - Budgeted Belt Filter Press Refurbishment  
**MEETING:** Public Works Committee Meeting - 16 JUL 2024  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends support of the proposal from Andritz Separation Technologies, Inc. for budgeted repairs to the belt filter press at the wastewater treatment plant.

Staff also recommends support of the proposal from Parkson Corporation for budgeted repairs to the conveyor system that receives solids from the belt filter press.

### BACKGROUND:

The current belt filter press (BFP) has been in operation since 2002 and wear items need routine repairs/refurbishment. The conveyor system that receives the pressed solids from the BFP transfers the product to roll off containers outside of the sludge press building where the sludge is then removed from the plant for landfill disposal. It is also over 20 years old.

### PROPOSAL:

The equipment assessment performed earlier this year on the press noted deficiencies in the equipment and provided a listing of refurbishment parts and service recommendations. Andritz is the sole source supplier for replacement parts, accessories, and service for the BFP. A copy of the sole source supplier letter is attached to this staff report.

The conveyor system adjacent to the BFP uses a trough-shaped belt to catch and transport solids. Parkson Corporation is the sole source supplier for the conveyor system and a copy of the Parkson sole source supplier letter is also attached.

### FISCAL IMPACT SUMMARY:

The quote for the Andritz BFP refurbishment is \$305,345.00 with a lead time of 18-20 weeks.

The quote for the Parkson conveyor system is \$49,963.60 with a lead time of 9-11 weeks.

The FY23-24 budget allocated \$1,520,000 for capital projects at the wastewater treatment plant (WWTP) and the associated repairs and refurbishment of the BFP were specifically included.

The professional services agreement for these capital projects was awarded at the council meeting on November 7, 2023, for \$315,080. Additionally, with the understanding that some funds will be carried to FY24-25 due to design time and equipment lead time schedules, \$300,000 was recently authorized for transfer, at the July 2, 2024 council meeting, from the WWTP capital projects fund to a stormwater fund to address flooding issues on Chamberlin Avenue.

The total proposed cost of rehab work for the sludge pressing operations is \$355,308.60. The remaining FY23-24 funds for capital WWTP projects, if the two proposals are approved, would be \$864,691.40.

Copies of the BFP refurbishment quote and conveyor belt system replacement quote are attached to this staff report.

### ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval the proposals as presented;

### ADVANTAGES:

The work was anticipated and specifically allocated in the approved FY 23-24 budget.

### DISADVANTAGES:

No disadvantages are identified.

### ATTACHMENTS:

[Andritz Sole Source Letter and Andritz Belt Filter Press Refurbishment Proposal](#)  
[Parkson Sole Source Letter and Parkson Conveyor Belt System Quote](#)





CORPORATE OFFICE

1401 W. Cypress Creek Rd., Ste. 100  
Fort Lauderdale, FL 33309  
Phone 954.974.6610  
Fax 954.974.6182



## Sole Source Letter

<b>To:</b> Nick Williams, P.E., CFM	<b>Date:</b> 7-12-2024
<b>Company:</b> City of Stephenville	<b>From:</b> Marty Unger
<b>Tel:</b> (254) 918-1223	<b>Tel:</b> 954-383-1757
<b>Email:</b> nwilliams@stephenvilletx.gov	<b>Email:</b> Munger@parkson.com
<b># Pages:</b> 1	<b>Cc:</b>
<b>Subject:</b> Product: Troughing Belt Conveyor	

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

*Please note that this letter is valid as of the date of the letter. Reconfirmation should be obtained after a period of six (6) months from the date hereof.*

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Parkson Corporation





# Aftermarket

**Quote Number 00037411**

**Date Issued: 2024-03-22**

**[SyncedQuote.Contact.Name]**

**Expiration Date: 2024-05-21**

**Stephenville, Tx-ABC**

**Phone: 954-373-1757**

**Email: munger@parkson.com**

Thank you for your inquiry for Parkson Aftermarket parts. Below is the quote for the items requested. You may accept this quotation as your order by completing the fields and submitting or download as a PDF for processing through your purchasing team. If this is your first order in a while, please provide the billing and shipping info below. Please consider this email plus the link below to our Terms & Conditions to be the complete quotation.

**Project Number 650109**

Please verify this project (serial) number is accurate for this order.

Item Number	Product	Quantity	Price	Total Price
Custom	Customized1 C5-20TE-24SB Trough Idler Painted	2	\$583.70	\$1,167.40
Custom	Customized2 C5-20TE-24SBG Trough Idler Galvanized	2	\$831.00	\$1,662.00
Custom	Customized3 C5-R-24SB Return Idler with clips and screws	3	\$258.70	\$776.10
Custom	Customized4 C5-R-24SB Return Idler with clips and screws, Roll has 1/8" Urethane coating	3	\$420.00	\$1,260.00
Custom	Customized5 14200G Drop Bracket Wide, Galvanized	6	\$118.30	\$709.80
Custom	Customized6 1391G Training/Guide Idler	4	\$465.20	\$1,860.80



Custom	Customized7 WashBox 24TT	1	\$30,822.00	\$30,822.00
Custom	Customized8 Still missing Scraper Model CW 24" Belt	1	\$7,496.00	\$7,496.00
Custom	Customized9 Head Pulley, 16" Dia. x 26" Wide	1	\$2,148.60	\$2,148.60
Custom	Customized10 Tail Pulley, 16" Dia. x 26" Wide	1	\$1,125.90	\$1,125.90
0900000-	x- Freight Estimated, Ground Transportation	1	\$935.00	\$935.00

Please include a copy of your Tax-Exempt Certificate if the order is Not Taxable.

**USD Total**                      **\$49,963.60**

### Schedule and Shipping

The above items have a leadtime of **9-11 weeks**. Our freight terms are **Prepay and Add**. The FOB Point for this order is **Shipping Point**.

Please advise of your shipping preference:

International Orders are quoted as EX-WORKS, per Incoterms, 2020 with a pick up location in Vernon Hills, IL.

**Thank you for the opportunity to present our quotation.**

**We look forward to working with you.**

**Meet our team: [Parkson-MRI-Schreiber Parts Team](#)**



## Acceptance

Purchase Orders can be made directly from this quote by updating the quantity and accepting this offer. If your company issues formal Purchase Orders, those should be made out to Parkson Corporation and emailed to your sales team member below. [You can use the OTHER ACTIONS button in the upper right corner to print or download this quote.](#)

This Quotation governed by and subject to Parkson's Standard Conditions of Sales, which are incorporated by reference and accessible at: [Parkson Aftermarket Domestic Terms & Conditions.](#)

*Your issuance of a purchase order or other request to proceed shall be deemed your acceptance of our quoted terms. No terms, provisions, or conditions of any subsequent purchase order will have any effect on Parkson nor otherwise modify these accepted terms, even if such terms state otherwise. You may reject our quoted terms by providing us with a redline or other objections to our terms for mutual negotiation prior to any issuance of a purchase order.*

Select your Payment Preference:

\*Credit card orders will not be charged packaging and handling. We accept MasterCard, Visa, and American Express. A 2.5% processing fee will be added to all invoices over \$10,000 paid by credit card.

\*\*All Orders are subject to the approval of Parkson's credit department. If this is a first-time order, and you are requesting payment terms, please include a copy of your credit/trade references.

Packaging and Handling fee of \$25 is applicable on all orders under \$2,000 unless paying by credit card. Our remit to address is Parkson Corporation, PO BOX 737090 Dallas, Texas 75373-7090

All international orders (shipments outside of USA or Canada) require payment before shipment. Wire transfer or Credit Card payment is acceptable. International orders are subject to these [Parkson Aftermarket International Term & Conditions](#) in lieu of those mentioned above. Wire transfer instructions as follows. Once we notify you that your order is ready, please make payment within 5 working days per the below instruction. Items must be picked up by your carrier within 10 days, unless Parkson is arranging shipping. Orders left without communication from you beyond the timing outlined above, will be returned to our stock and considered cancelled.

\*\*\*ACH/Wire Transfer: PARKSON CORPORATION Master Account JPMorgan Chase New York, NY 10017  
Account: 885093598, RTN/ABA: 021000021, Wire Swift Code BIC: CHASUS33

Parkson has a \$50 min. order policy. There are no cancellations or returns on Electrical or Custom Parts. A 35% restocking fee applies to any other returns.



Quote Number **00037411**

~~ [You may fill out this portion as your Purchase Order or](#)

[You can use the OTHER ACTIONS button in the upper right corner to print or download this quote.](#) ~~



<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Parkson will email a PDF of the invoice. Who shall this go to: _____</p> <p>PO# _____</p>	<p><input type="checkbox"/> Taxable or <input type="checkbox"/> Tax Exempt</p> <p><input type="checkbox"/> <b>First Time Order with us?</b>        *** Please Provide the following ***</p> <p>Bill To Address: _____</p> <p>_____</p> <p>-----</p> <p>Ship Items to: _____</p> <p>_____</p> <p>_____</p>
---	---

Sender: **Carlos Robaina**      Parkson - **Inside Sales Engineer**  
 Phone: (954) 935-6215 Email: [crobaina@parkson.com](mailto:crobaina@parkson.com) Fax: (954) 252-3775

Your Local Rep: **Global WET**

**How are we doing? Please use this link to provide us with your [Aftermarket Feedback](#).**

IMPORTANT NOTICE: The information in this transmission is confidential and may also be privileged. If you are not the intended recipient, any use or dissemination of the information and any disclosure or copying of this document is unauthorized and strictly prohibited. If you have received this information in error, please promptly inform us by reply email or telephone. You should also delete this information and destroy any hard copies produced immediately.





# Public Works Committee Meeting

## STAFF REPORT



**SUBJECT:** WWTP Capital Projects - Budgeted Aeration Basin Drive Replacement  
**MEETING:** Public Works Committee Meeting - 16 JUL 2024  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends support of the proposal from Evoqua Water Technologies for budgeted replacement of two aeration basin drive assemblies at the wastewater treatment plant.

### BACKGROUND:

Aeration drives are a critical component in the treatment of wastewater. Two aeration basin drives are currently damaged and require emergency replacement.

### PROPOSAL:

A proposal was received from the original equipment manufacturer, Evoqua Water Technologies to replace the two drives. A representative from Evoqua visited the wastewater treatment plant on July 12, 2024 to assist in. Due to the long lead times, Jacobs, the city's contract operator, has requested the emergency replacement of the drives.

### FISCAL IMPACT SUMMARY:

The quote for two drives is \$94,523.80 with an approximate lead time of 8-10 weeks.

The FY23-24 budget allocated \$1,520,000 for capital projects at the wastewater treatment plant (WWTP) and the associated drive replacements were specifically included.

The professional services agreement for these capital projects was awarded at the council meeting on November 7, 2023, for \$315,080. Additionally, with the understanding that some funds will be carried to FY24-25 due to design time and equipment lead time schedules, \$300,000 was recently authorized for transfer, at the July 2, 2024 council meeting, from this capital project fund to a stormwater fund to address flooding issues on Chamberlin Avenue.

The total proposed cost of work for the previously discussed sludge pressing operations is \$355,308.60 which, if approved, would leave a \$864,691.40 balance for FY23-24 funds for capital WWTP projects. If the proposal for two drives is approved, the remaining balance will be \$770,167.60

A copy of quote for the drive replacement is attached to this staff report.

### ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval the proposals as presented;

### ADVANTAGES:

The work was anticipated and specifically allocated in the approved FY 23-24 budget.

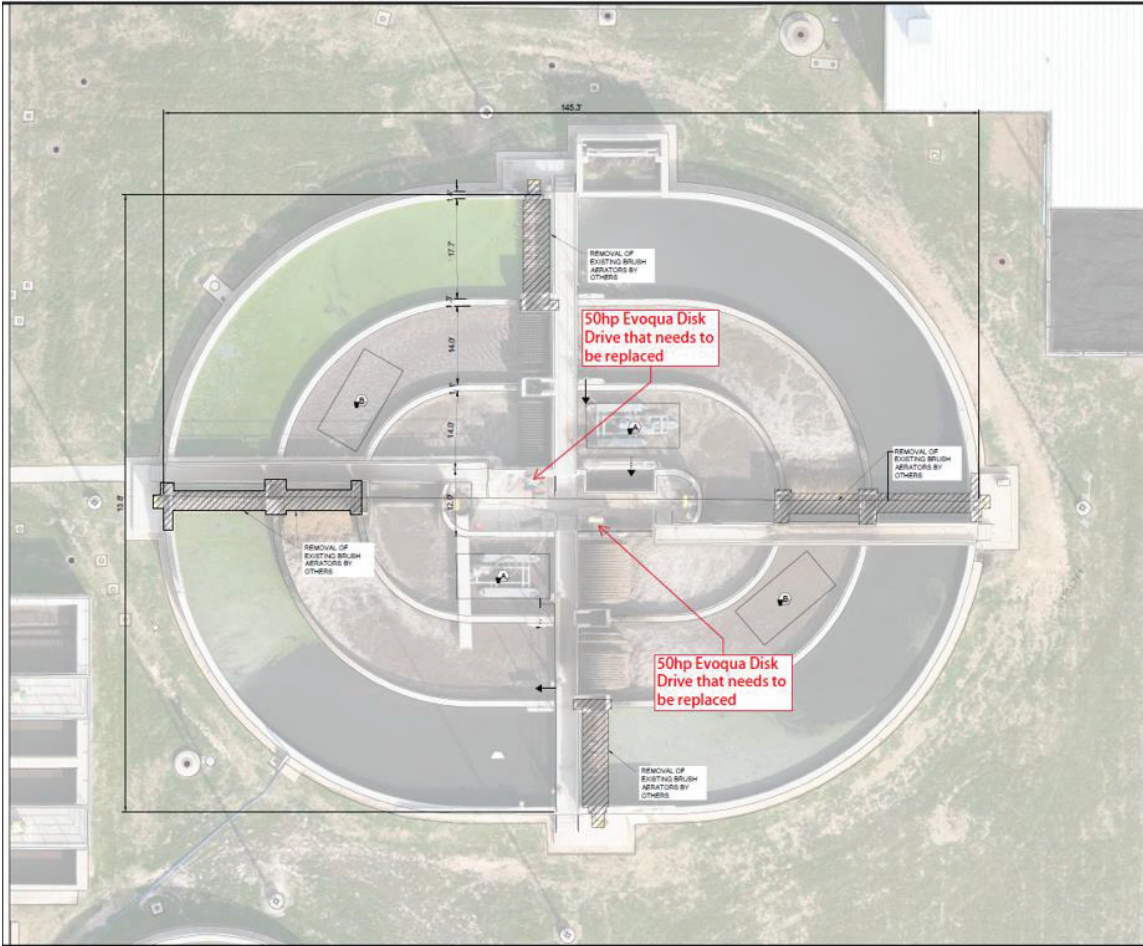
### DISADVANTAGES:

No disadvantages are identified.

### ATTACHMENTS:

[Evoqua Water Technologies Quote](#)





**NOTES BY SYMBOL**

1. NEW DIGESTER AERATOR, SEE GENERAL NOTE 3.
2. EXISTING AERATION BASIN FLOATING AERATOR TO REMAIN, SEE GENERAL NOTE 1.
3. NEW AERATION BASIN AERATOR, SEE GENERAL NOTE 2.

**NOTES:**

1. THE TWO EXISTING FLOATING AERATORS SHALL REMAIN IN SERVICE AND BE CONSIDERED IN THE DESIGN OF THE NEW AERATORS. THEY WILL BE RELOCATED FROM LOCATION A TO LOCATION B.
2. THE NUMBER AND SIZE OF AERATION BASIN AERATORS SHALL BE DETERMINED BY THE AERATION MANUFACTURER.
3. ADEQUATE CABLE LENGTH SHALL BE PROVIDED TO LOCATE THE LOCAL CONTROL PANELS ON THE EXISTING WALKWAY.

**PROVENANCE**

**STEPHENVILLE TDS**

**SHEET TITLE:** AERATION BASIN NO. 2 PLAN  
**PROJECT TITLE:** CITY OF STEPHENVILLE, TEXAS WWTWP EQUIPMENT REPLACEMENT

**DATE:** 02/15/2011  
**DESIGNED BY:** J. MOORE  
**CHECKED BY:** J. MOORE  
**SCALE:** AS SHOWN  
**EQUIPMENT NO.:** 2034-00000

**C102**  
 SHEET 2 OF 28





CITY OF STEPHENVILLE  
900 CR454  
STEPHENVILLE, TX 76401

Thank you for this opportunity to offer this proposal for your Parts and/or Services. Evoqua maintains a complete inventory of parts for immediate delivery to anywhere in the USA. Evoqua services can be provided from any of our 118 service branches located within 100 miles of nearly all major cities and industrial complexes across the USA. Evoqua can also offer third party parts at competitive prices.

Sincerely,

Kyle Kamerer  
Phone: +1 (262) 521-8238  
Email: [kyle.kamerer@xylem.com](mailto:kyle.kamerer@xylem.com)



Proposal For: CITY OF STEPHENVILLE  
 900 CR454  
 STEPHENVILLE, TX 76401

Kyle Kamerer  
 Evoqua Water Technologies  
 N19W23993 Ridgeview Pkwy, Suite 200  
 Waukesha, WI 53188  
 Phone: +1 (262) 521-8238  
 kyle.kamerer@xylem.com

## Item Pricing Summary

### 2 - Items

Item	Part No Description	Qty	Net Price	Ext Price
1	<b>W3T16105</b>  DRIVE ASSM, 50HP,1775RPM,3PH,60HZ,326T,1272M	2 EA	\$45,511.90	\$91,023.80

Currency: USD

### Quote Totals

Item(s) Subtotal:	<b>\$ 91,023.80</b>
Freight:	\$ 3,500.00
Total Net Price:	<b>\$ 94,523.80</b>



# Evoqua Water Technologies Banking Details

## ACH - CTX

### Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies, LLC  
Account #: 603148011  
Swift Code: CHASUS33  
ACH Routing / ABA: 044000037  
Wire Routing / ABA: 021000021  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

## PAPER CHECKS VIA POSTAL SERVICE

### Paper checks via Postal Service:

Send to our Lockbox, address is:  
Evoqua Water Technologies LLC  
28563 Network Place  
Chicago, IL 60673-1285

## PAPER CHECKS VIA OVERNIGHT / COURIER Paper checks via Overnight / Courier:

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies Lockbox 28563  
131 S Dearborn, 6th Floor  
Chicago, IL 60603  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

**\*\* If ever instructed to change banking information, contact us immediately at 1-800-466-7873 \*\***



## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- Prepaid and Add: Shipping and Handling Charge

### Terms

- This quote is valid until 07-31-2024
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

### Sales Tax & GST

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

### Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to [kyle.kamerer@xylem.com](mailto:kyle.kamerer@xylem.com)
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

You may also mail to:

Evoqua Water Technologies  
N19W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188

Payment SHOULD NOT be sent to this above address.



## STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within N30 - Net 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the



earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export



license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute - Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

**Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:**

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.



**Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment (“Leased Equipment”), the following additional terms apply:**

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

**Accepted by:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Finance Committee Meeting

## STAFF REPORT

**SUBJECT:** Abandonment of Public Infrastructure in Creekside Apartment Complex  
**MEETING:** Finance Committee Meeting - 16 JUL 2024  
**DEPARTMENT:** Public Works / Finance  
**STAFF CONTACT:** Nick Williams / Monica Harris

### RECOMMENDATION:

Staff recommends the installation of a single master water meter and the abandonment of public water lines, hydrants, and meters installed for the Creekside Apartment Complex located at 1000 Lingleville Highway.

### BACKGROUND:

The apartments at the Creekside complex were constructed in 2016 and contain approximately 442 individually metered units as well as nine fire hydrants and approximately 4,500 feet of 2-inch, 6-inch, and 8-inch water lines.

A significant amount of the 3-person customer Service staff time is dedicated exclusively for service calls at this complex.

### FISCAL IMPACT SUMMARY:

Updated quotes have been requested for a master meter and vault and the associated installation.





**ORDINANCE NO. 2024-O-\_\_\_\_\_**

**AN ORDINANCE FOR THE ABANDONMENT OF PUBLIC INFRASTRUCTURE FOR THE CREEKSIDE TOWNHOMES DEVELOPMENT LOCATED AT 1000 EAST LINGLEVILLE ROAD IN THE CITY OF STEPHENVILLE, TEXAS**

**WHEREAS**, the apartments at the Creekside Townhomes were constructed in 2016 and contain approximately 442 individually metered units as well as nine fire hydrants and approximately 4,500 feet of 2-inch, 6-inch, and 8-inch water lines.

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

All that the public infrastructure including approximately 442 individually metered units as well as nine fire hydrants and approximately 4,500 feet of 2-inch, 6-inch, and 8-inch water lines located at

BLOCK 1, LOT 1 and 2 of the S5925 Creekside Townhomes Addition to the City of Stephenville, Erath County, Texas, and identified as Parcel Nos. R43754 and R75662, in the Erath County Appraisal District Records, located at 1000 East Lingleville Road

is hereby abandoned by the City of Stephenville.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

ATTEST:

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

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

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



## STAFF REPORT

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**SUBJECT:** Master Meter Policy  
**MEETING:** Regular Business Meeting – 06 AUG 2024  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends including the enclosed policy to address the use of master metering and sub-metering for utilities into the Engineering Standards Manual.

### BACKGROUND:

The Public Works Committee met on July 16, 2024, and discussed the use of master metering and sub-metering water utility usage. The committee directed staff to create a policy governing the use of master meters for developments.

A copy of a *draft* policy is attached to this memorandum for council consideration.

### ATTACHMENTS:

[MASTER METER AND SUB-METERING POLICY](#)

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**I. WATER MAINS**

**1.11 MASTER METER AND SUB-METERING**

- a. Water service to multi-unit facilities with greater than five dwelling units; including, but not limited to, condominiums, apartments, multi-tenant buildings, multi-tenant communities, and multiple use facilities, will be provided through a city-approved master meter for developments situated on singularly platted lots.
- b. Water Service to townhome-style developments, with a single building structure spanning more than one individually platted lot, will require the development to provide standard, city-approved, right-of-way widths for adjacent roadways.
- c. Master meters must be approved by the city and paid for and installed at the expense of the customer/developer.
- d. At no time shall an accessory dwelling unit have a separate, publicly maintained, water or wastewater meter.
- e. Sub-meters and plumbing on the customer side of the master meter will be installed and maintained at the customer's expense.
- f. Property owners utilizing sub-metering shall comply with applicable state Requirements.



**AN ORDINANCE REPEALING THE SUBDIVISION ORDINANCE OF THE CITY OF STEPHENVILLE SECTION 155.5.05: DEVELOPMENT AGREEMENTS AND SECURITY FOR COMPLETION, SUBSECTION F: PRO-RATA POLICY FOR INFRASTRUCTURE REIMBURSEMENT**

WHEREAS the City has a policy providing that Developers/Sub-dividers reimburse the City for utilities or infrastructure already constructed using City funds or developer funds; and

WHEREAS the policy was memorialized in Section 155.5.05 of City’s Subdivision Ordinance passed and approved on Ordinance No. 2018-O-06 on January 2, 2018; and

WHEREAS the policy was amended to limit policy to only non-residential properties through Ordinance No. 2018-O-24 passed and approved on July 3, 2018.

WHEREAS the City desires to repeal the Pro-Rata policy entirely.

**NOW, THEREFORE, be it ordained by the City Council of the City of Stephenville, Texas:**

SECTION 155.5.05: DEVELOPMENT AGREEMENTS AND SECURITY FOR COMPLETION, SUBSECTION F: PRO-RATA POLICY FOR INFRASTRUCTURE REIMBURSEMENT is hereby repealed from Chapter 155 SUBDIVISIONS from the CODE OF ORDINANCES for the City of Stephenville, Texas.

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

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

ATTEST:

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

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

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



# COMMITTEE REPORT



**REPORT TYPE:** Tourism and Visitors Bureau Committee Report

**MEETING:** July 16, 2024

**Present:** LeAnn Durfey, Gerald Cook, Lonny Reisman

**Absent:** Brandon Greenhaw

**DEPARTMENT:** Administrative Services

**STAFF CONTACT:** Darrell Brown, Director of Administrative Services

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

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

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

As you can see from the report,

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

### COMMITTEE ACTION:

No action was taken at this time.

## Main Street Advisory Board Quarterly Update

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

### COMMITTEE ACTION:

No action was taken at this time.





# STAFF REPORT

**SUBJECT:** Monthly Budget Report for the Period Ending June 30, 2024

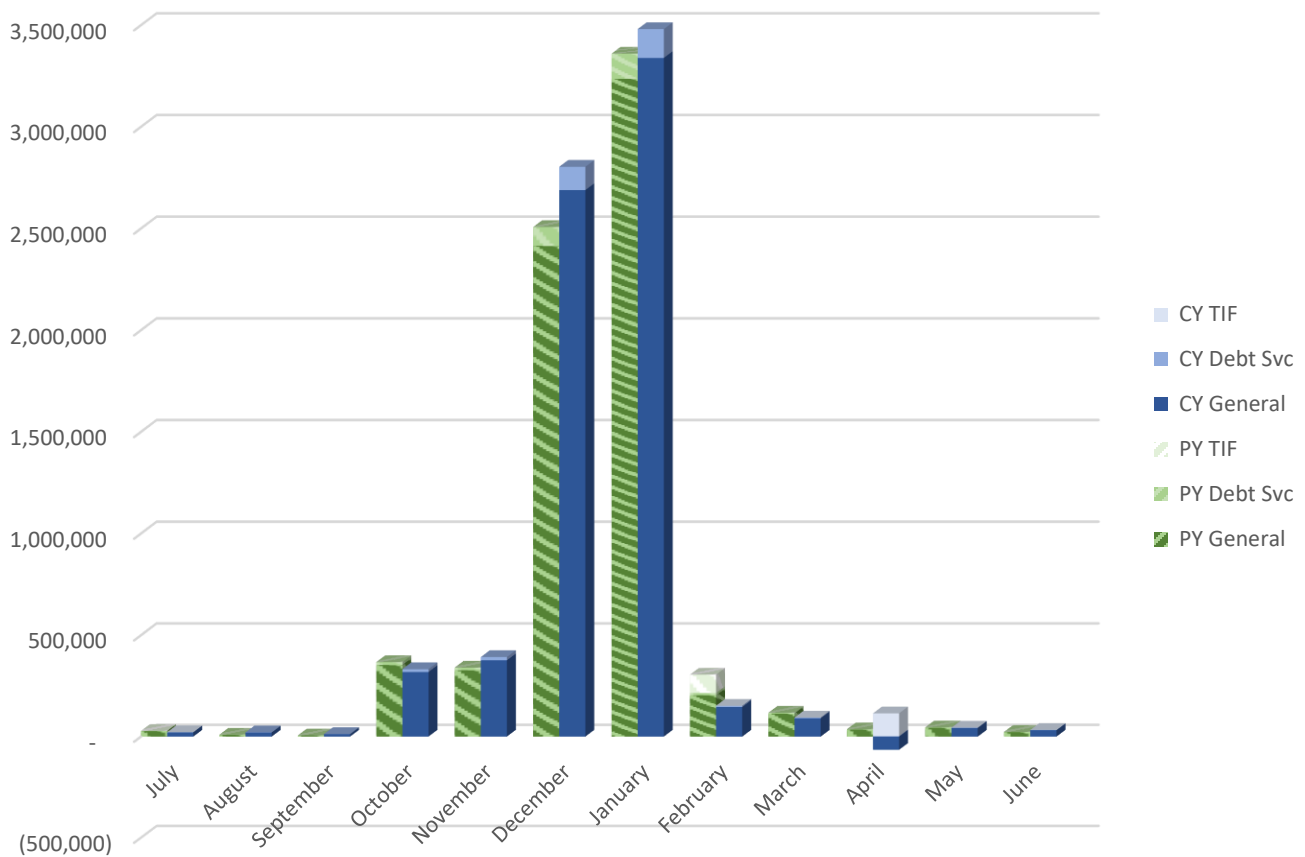
**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

## BACKGROUND:

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

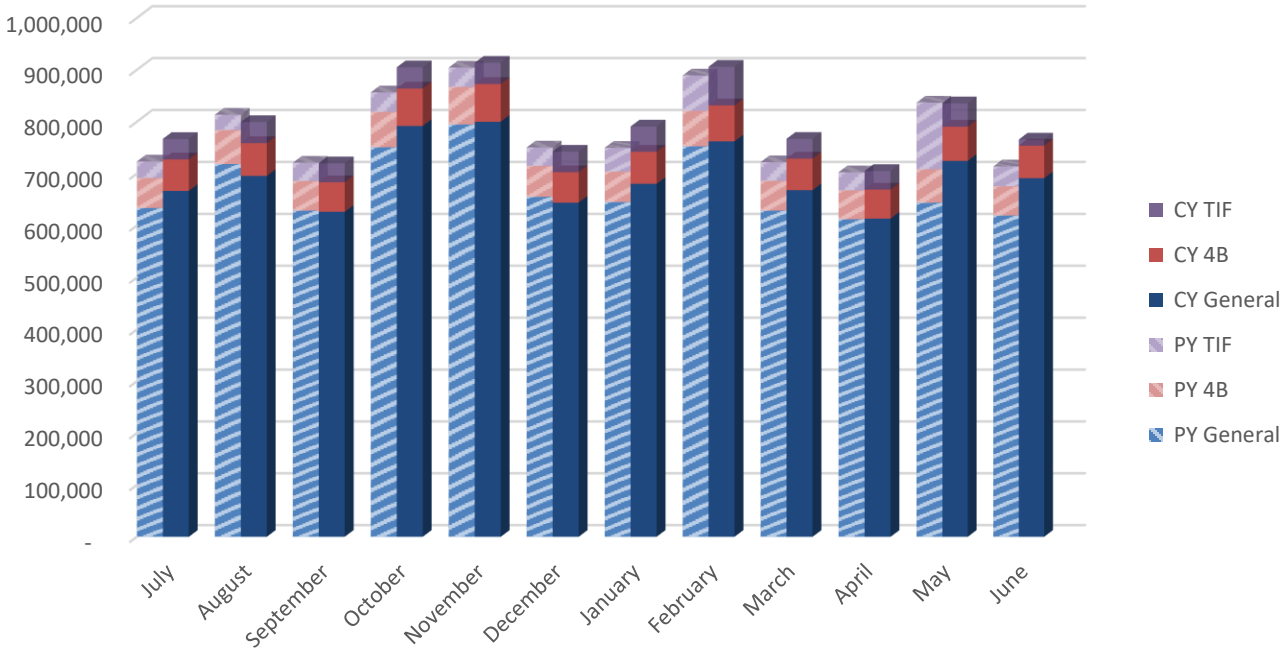
Property Tax Collections  
2 year 12 month rolling comparison



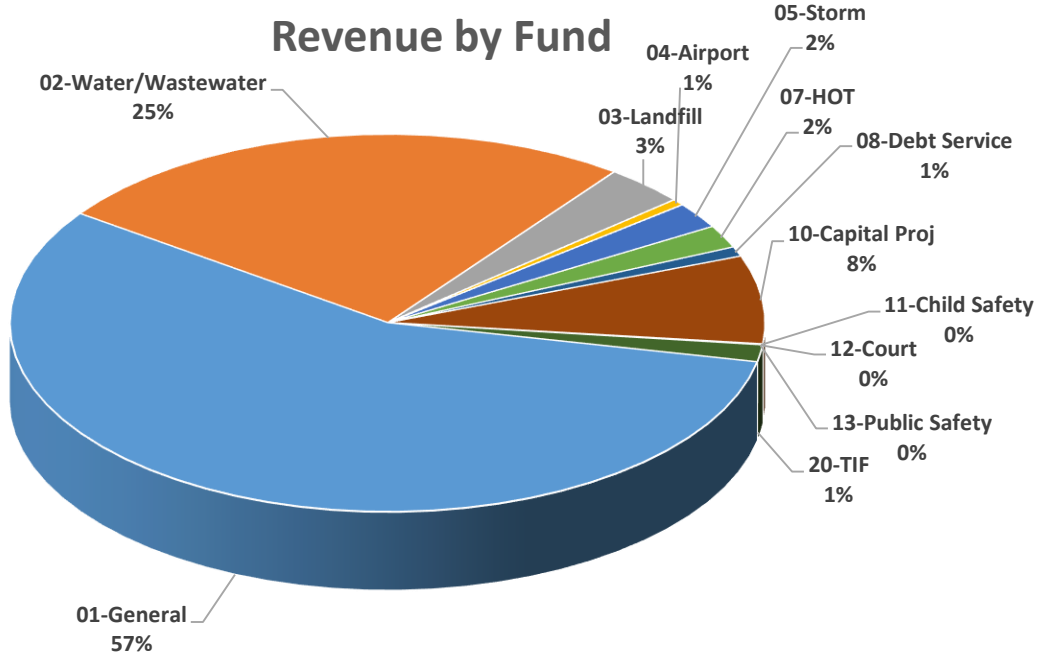
We received \$33K in property taxes in the month of June, resulting in a \$278K increase over the funds collected last fiscal year to date. The amount collected is slightly over 100% of the \$7.3 million budget, which is \$102K more than anticipated.



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

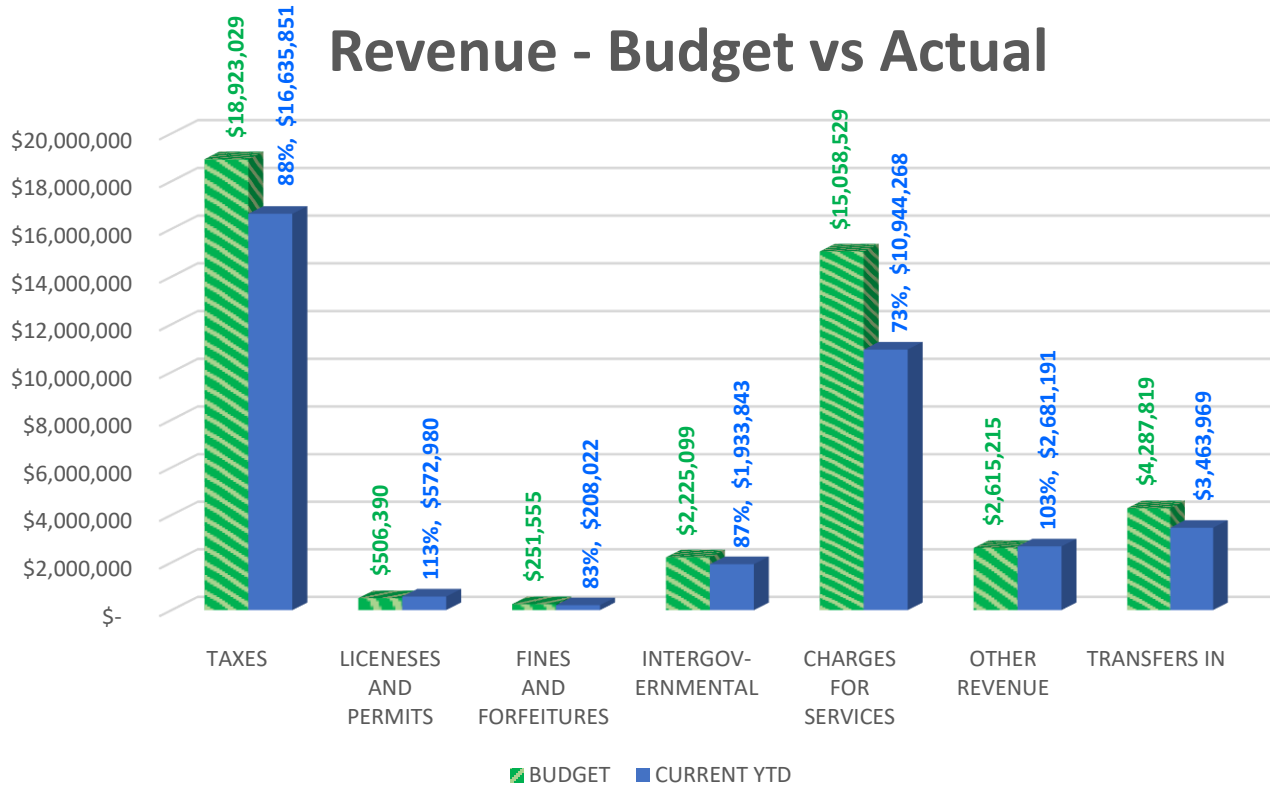


We received \$765K in sales tax in June, resulting in \$205K or 3% more than the funds collected last fiscal year to date. The amount collected is 78% of the \$9.4 million budget, which is \$500K higher than anticipated.



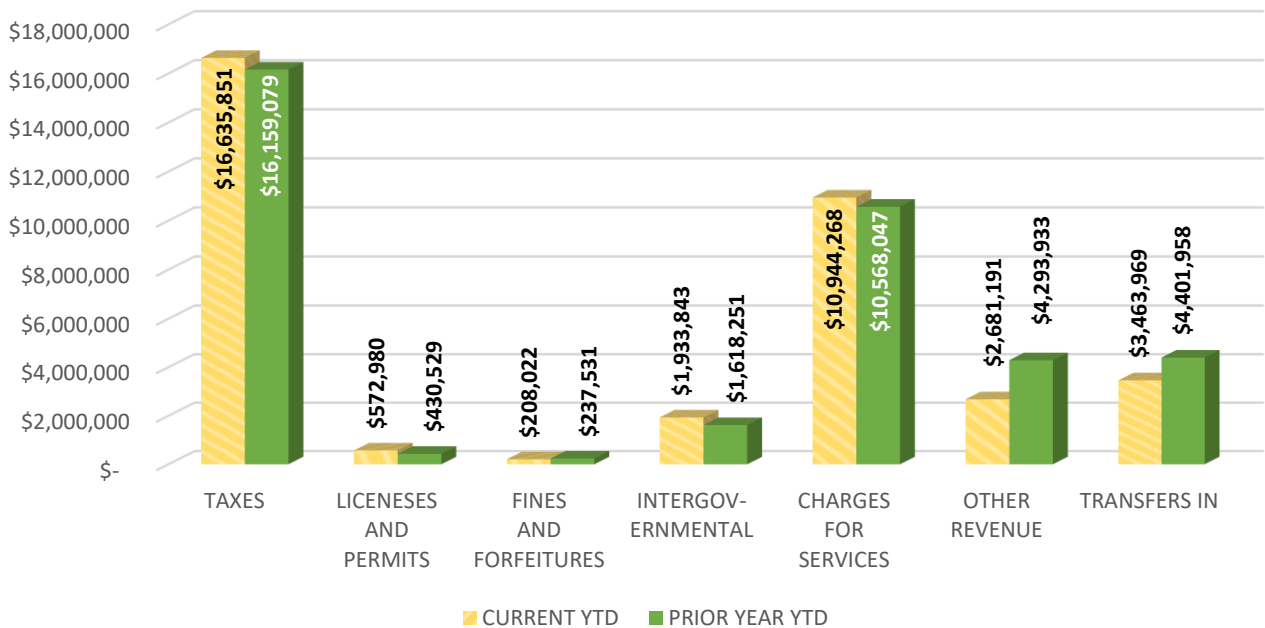
Of the \$36 million revenue received to date, 57% was received in the General Fund, 25% was received in the Water/Wastewater Fund, 8% was received in the Capital Projects Fund and 3% was received in the Landfill Fund.





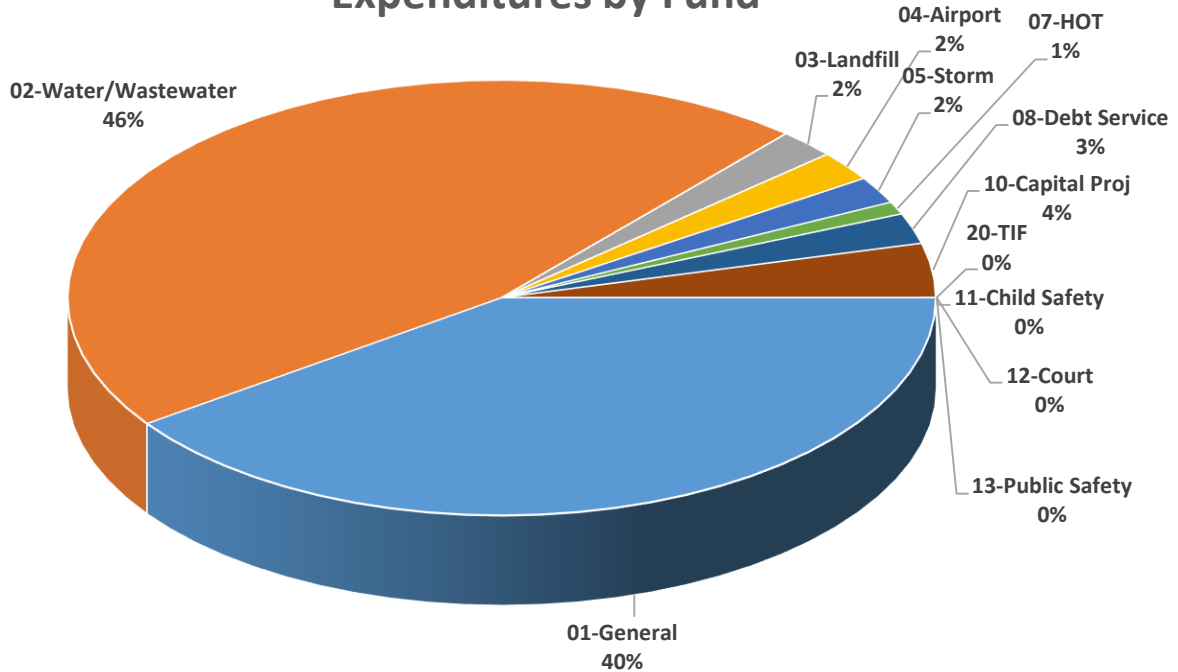
We received 84% of the total budgeted revenues through June, which is \$2.2 million more than anticipated due to taxes, building permits, intergovernmental, charges for services, and interest income.

### Revenue - Prior Year Comparison



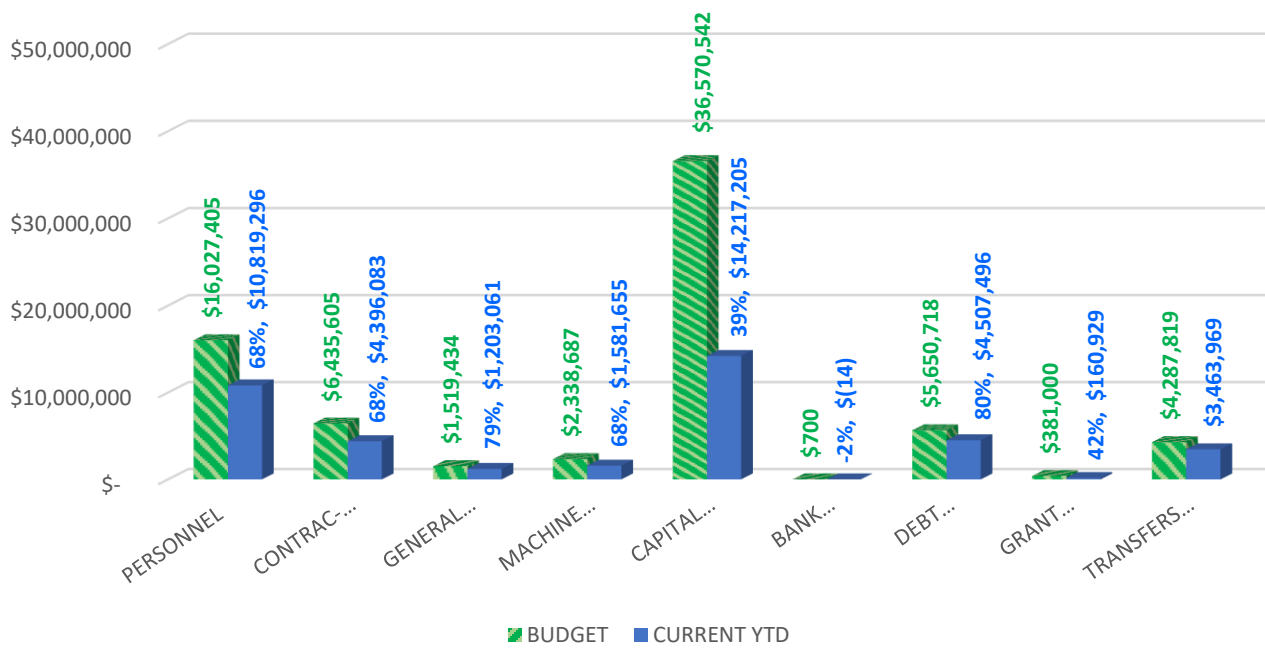
We received \$1.3 million less revenue through June than last fiscal year to date due to debt proceeds received in the prior year.

### Expenditures by Fund



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

### Expenditures - Budget vs Actual



We have expended 54% of the total budgeted expenditures through June, which is \$18.5 million less than anticipated due to personnel, contractual, capital outlay, and transfers.

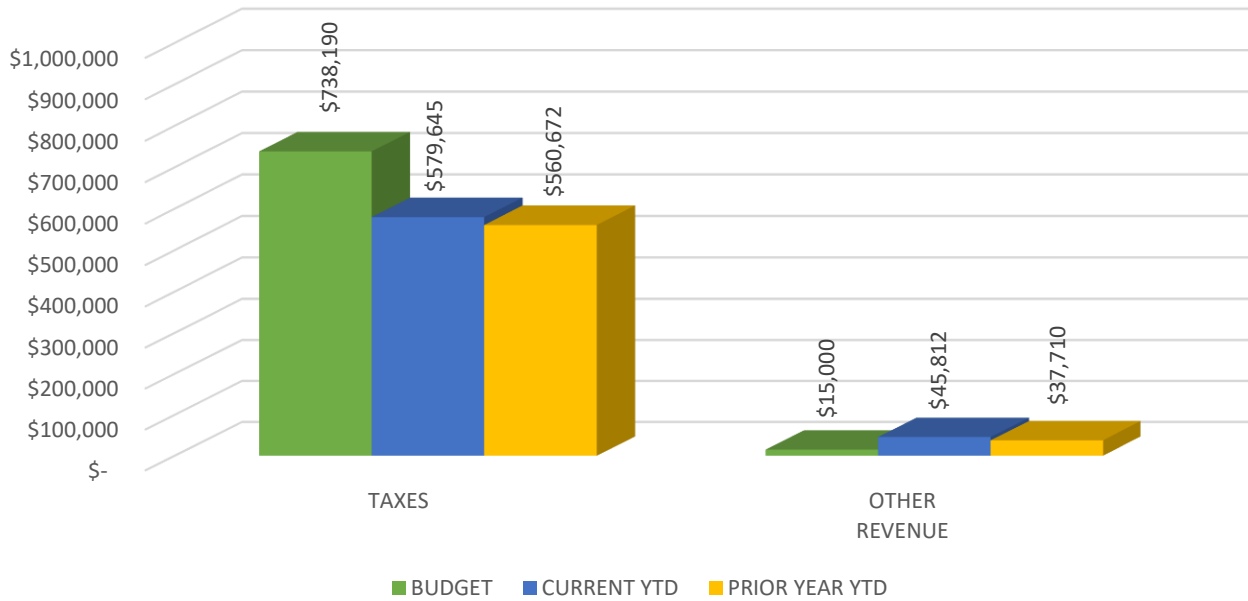


## Expenditures - Prior Year Comparison



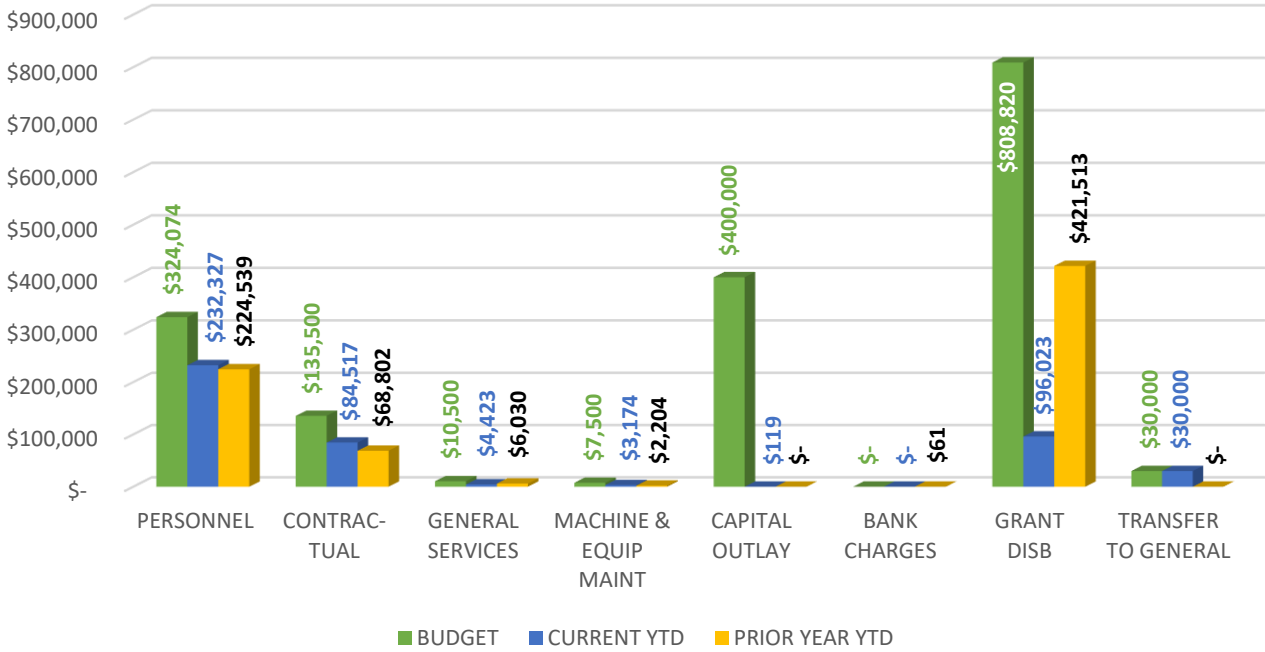
We spent \$5 million less in expenditures through June than last fiscal year to date due to capital outlay and transfers.

## SEDA Revenue Comparison



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

### SEDA Expenditure Comparison

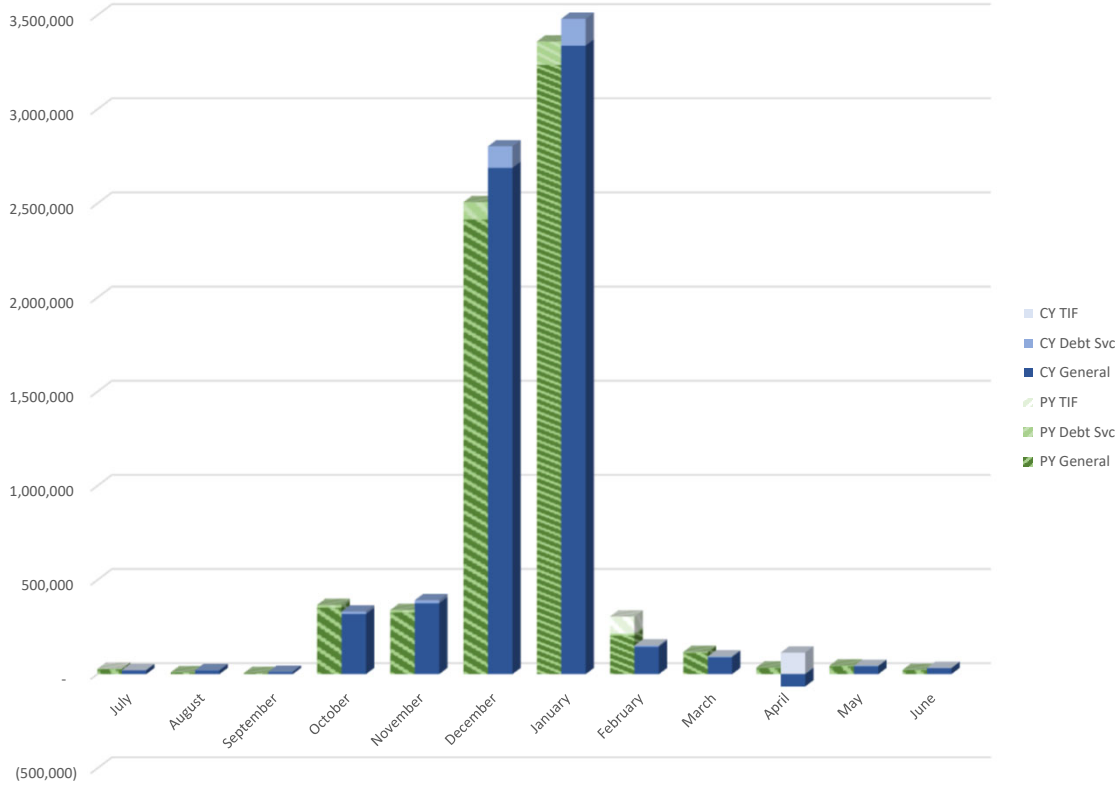


SEDA has spent an overall 26% of budgeted expenditures through June, which is \$272K less than last fiscal year to date due to grant disbursements and \$832K less than anticipated due to contractual, capital outlay, and grant disbursements.





Property Tax Collections  
2 year 12 month rolling comparison



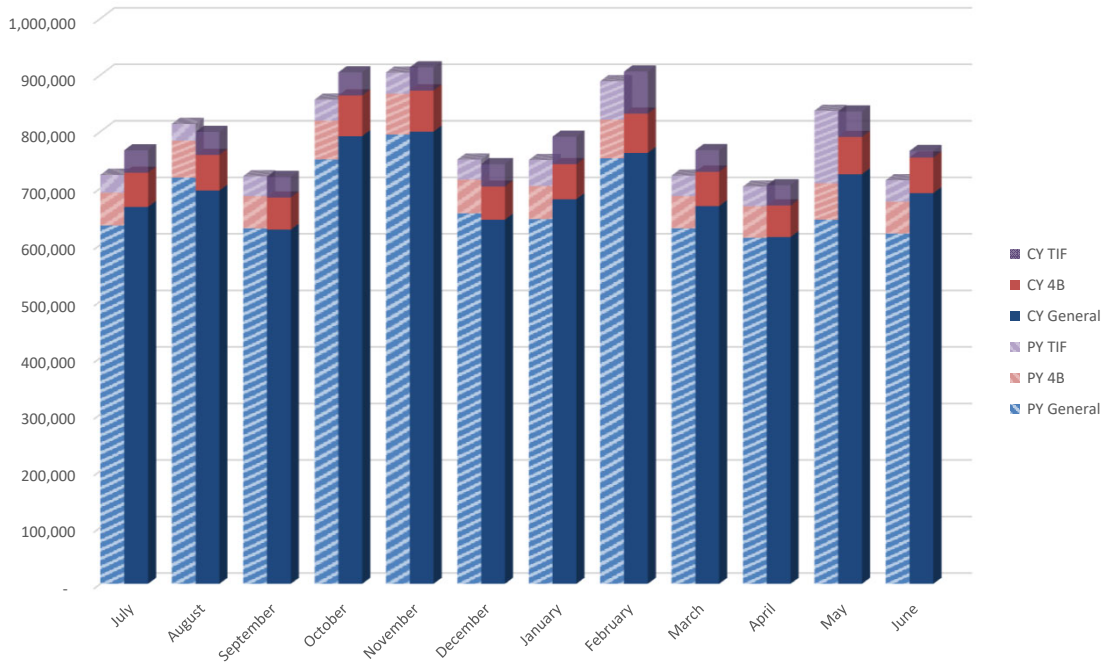
Month	General Fund	Debt Svc	TIF	Total	Month	General Fund	Debt Svc	TIF	Total
Jul-22	27,022	1,193	-	28,214	Jul-23	20,824	789	-	21,613
Aug-22	8,974	521	-	9,495	Aug-23	20,172	782	-	20,954
Sep-22	5,893	71	-	5,964	Sep-23	12,245	475	-	12,720
Oct-22	353,997	13,810	-	367,806	Oct-23	319,330	13,573	-	332,903
Nov-22	328,095	12,581	-	340,676	Nov-23	376,834	16,009	-	392,843
Dec-22	2,414,751	92,491	-	2,507,242	Dec-23	2,689,123	114,387	-	2,803,510
Jan-23	3,236,094	123,719	-	3,359,813	Jan-24	3,338,531	142,029	-	3,480,560
Feb-23	204,387	11,299	90,511	306,196	Feb-24	146,100	6,211	-	152,311
Mar-23	113,674	4,365	-	118,039	Mar-24	90,280	3,823	-	94,103
Apr-23	34,588	1,329	-	35,917	Apr-24	(64,868)	2,038	112,569	49,740
May-23	43,776	1,691	-	45,467	May-24	42,319	1,798	-	44,117
Jun-23	22,298	864	-	23,162	Jun-24	31,592	1,335	-	32,927
12 month total				<u>7,147,991</u>	12 month total				<u>7,438,302</u>
Oct-June 2023				<u>7,104,318</u>	Oct-June 2024				<u>7,383,014</u>
FY 2022-2023 Total				7,159,594	FY 2023-2024 Budget				7,329,505

Collection to date as percentage of fiscal year total 99.23%

Collection to date as percentage of fiscal year budget 100.73%



Sales and Use Tax  
2 year 12 month rolling comparison



Month	General	4B	TIF	Total	Month	General	4B	TIF	Total	% Change +/-
Jul-22	634,088	57,644	31,769	723,501	Jul-23	666,728	60,612	39,634	766,973	6.01%
Aug-22	718,562	65,324	29,738	813,623	Aug-23	695,586	63,235	40,619	799,440	-1.74%
Sep-22	628,870	57,170	35,054	721,094	Sep-23	626,485	56,953	36,556	719,994	-0.15%
Oct-22	750,926	68,266	37,363	856,555	Oct-23	791,837	71,985	40,998	904,820	5.63%
Nov-22	794,878	72,262	37,299	904,439	Nov-23	799,930	72,721	40,912	913,564	1.01%
Dec-22	655,484	59,589	35,438	750,511	Dec-23	644,243	58,568	39,651	742,461	-1.07%
Jan-23	645,364	58,669	45,703	749,737	Jan-24	680,348	61,850	48,784	790,982	5.50%
Feb-23	752,799	68,436	67,794	889,029	Feb-24	762,215	69,292	74,566	906,073	1.92%
Mar-23	628,988	57,181	35,931	722,100	Mar-24	668,209	60,746	38,135	767,091	6.23%
Apr-23	612,376	55,671	34,659	702,706	Apr-24	613,466	55,770	36,003	705,239	0.36%
May-23	644,203	64,276	128,365	836,844	May-24	724,651	65,877	45,017	835,545	-0.16%
Jun-23	619,536	56,321	38,026	713,883	Jun-24	691,200	62,836	11,653	765,689	7.26%
12 month total				<u>9,384,022</u>	12 month total				<u>9,617,869</u>	2.49%
Oct-June 2023				<u>7,125,803</u>	Oct-June 2024				<u>7,331,462</u>	2.89%
FY 2022-2023 Total				9,412,210	FY 2023-2024 Budget				9,413,312	
Collection to date as percentage of fiscal year total				75.71%	Collection to date as percentage of fiscal year budget				77.88%	





City of Stephenville

Item 26.  
**Budget Variance Report**  
 As Of: 06/30/2024

**Fund: 01 - GENERAL FUND**

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
TAXES	799,787.43	699,798.59	99,988.84	15,223,458.47	14,471,334.81	752,123.66	89	17,077,099.00	(1,853,640.53)	11
LICENSES AND PERMITS	34,688.59	14,124.76	20,563.83	551,223.31	374,130.40	177,092.91	116	476,890.00	74,333.31	-16
FINES AND FORFEITURES	(1,428.85)	26,300.06	(27,728.91)	193,891.15	208,272.67	(14,381.52)	82	237,640.00	(43,748.85)	18
INTERGOVERNMENTAL	300.00	500,300.00	(500,000.00)	870,618.46	552,700.00	317,918.46	101	862,674.00	7,944.46	-1
CHARGES FOR SERVICES	136,689.48	113,780.72	22,908.76	792,680.60	858,899.68	(66,219.08)	59	1,342,520.00	(549,839.40)	41
OTHER REVENUE	74,901.24	25,399.46	49,501.78	1,081,425.12	420,925.03	660,500.09	187	577,600.00	503,825.12	-87
TRANSFER	0.00	0.00	0.00	1,876,004.00	1,876,004.00	0.00	100	1,876,004.00	0.00	0
<b>TOTAL REVENUE</b>	<b>1,044,937.89</b>	<b>1,379,703.59</b>	<b>(334,765.70)</b>	<b>20,589,301.11</b>	<b>18,762,266.59</b>	<b>1,827,034.52</b>	<b>92</b>	<b>22,450,427.00</b>	<b>(1,861,125.89)</b>	<b>8</b>
<b>EXPENSE SUMMARY</b>										
CITY COUNCIL	21,375.89	68,766.92	47,391.03	226,163.59	632,608.63	406,445.04	27	840,849.00	(614,685.41)	73
CITY MANAGER	28,741.79	33,034.25	4,292.46	293,921.84	311,468.96	17,547.12	68	432,612.00	(138,690.16)	32
CITY SECRETARY	13,214.86	17,564.90	4,350.04	164,494.04	162,347.49	(2,146.55)	74	223,386.00	(58,891.96)	26
EMERGENCY MANAGEMENT	184.09	295.43	111.34	15,216.72	17,551.91	2,335.19	79	19,380.00	(4,163.28)	21
MUNICIPAL BUILDING	6,315.36	10,863.37	4,548.01	114,421.56	133,383.11	18,961.55	68	167,560.00	(53,138.44)	32
MUNICIPAL SERVICES CTR	(8,141.10)	9,359.64	17,500.74	86,017.93	103,397.69	17,379.76	64	135,080.00	(49,062.07)	36
HUMAN RESOURCES	11,138.48	22,963.81	11,825.33	140,899.81	208,877.97	67,978.16	50	282,471.00	(141,571.19)	50
DOWNTOWN	10,362.45	16,088.02	5,725.57	131,824.08	158,355.11	26,531.03	62	211,170.00	(79,345.92)	38
FINANCE	65,923.77	65,375.09	(548.68)	499,825.82	605,095.54	105,269.72	60	830,601.00	(330,775.18)	40
INFORMATION TECHNOLOGY	84,826.08	39,142.10	(45,683.98)	398,659.21	358,761.23	(39,897.98)	82	487,532.00	(88,872.79)	18
TAX	56,071.68	48,737.85	(7,333.83)	221,283.28	204,355.62	(16,927.66)	108	204,490.00	16,793.28	-8
LEGAL COUNSEL	14,863.42	12,050.78	(2,812.64)	90,627.15	103,665.60	13,038.45	63	144,848.00	(54,220.85)	37
MUNICIPAL COURT	15,164.36	11,105.24	(4,059.12)	113,270.71	101,716.61	(11,554.10)	81	139,187.00	(25,916.29)	19
STREET MAINTENANCE	65,251.68	85,133.91	19,882.23	648,009.82	915,646.34	267,636.52	54	1,195,550.00	(547,540.18)	46
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	227,903.46	202,823.80	(25,079.66)	1,766,958.83	1,975,433.24	208,474.41	67	2,649,725.00	(882,766.17)	33
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	26,244.84	22,770.57	(3,474.27)	200,508.08	213,218.59	12,710.51	68	293,481.00	(92,972.92)	32
SENIOR CENTER	10,834.83	143,366.78	132,531.95	185,710.41	1,297,552.32	1,111,841.91	11	1,733,470.00	(1,547,759.59)	89
AQUATIC CENTER	68,997.19	68,120.72	(876.47)	193,395.22	236,006.40	42,611.18	52	371,659.00	(178,263.78)	48
FIRE DEPARTMENT	351,339.11	340,268.44	(11,070.67)	3,514,422.89	3,509,704.99	(4,717.90)	73	4,816,543.00	(1,302,120.11)	27
POLICE DEPARTMENT	731,229.85	889,324.59	158,094.74	5,021,318.35	6,373,934.35	1,352,616.00	58	8,621,725.00	(3,600,406.65)	42
DEVELOPMENT SERVICES	50,040.82	65,548.36	15,507.54	605,025.53	608,045.97	3,020.44	72	835,156.00	(230,130.47)	28
GIS	7,108.98	9,941.60	2,832.62	94,611.03	92,825.22	(1,785.81)	74	127,369.00	(32,757.97)	26
TRANSFERS	0.00	500,000.00	500,000.00	1,493,383.00	1,993,383.00	500,000.00	72	2,067,248.00	(573,865.00)	28
<b>TOTAL EXPENSE</b>	<b>1,858,991.89</b>	<b>2,682,646.17</b>	<b>823,654.28</b>	<b>16,219,968.90</b>	<b>20,317,335.89</b>	<b>4,097,366.99</b>	<b>60</b>	<b>26,831,092.00</b>	<b>10,611,123.10</b>	<b>40</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(814,054.00)</b>	<b>(1,302,942.58)</b>	<b>488,888.58</b>	<b>4,369,332.21</b>	<b>(1,555,069.30)</b>	<b>5,924,401.51</b>		<b>(4,380,665.00)</b>	<b>(12,472,248.99)</b>	



Budget Variance Report

Fund: 02 - WATER AND WASTEWATER FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	0.00	53.83	(53.83)	1,805.78	898.77	907.01	181	1,000.00	805.78	-81
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	891,474.14	838,059.57	53,414.57	8,196,873.43	7,874,159.09	322,714.34	73	11,167,733.00	(2,970,859.57)	27
OTHER REVENUE	82,748.14	58,269.45	24,478.69	957,815.42	117,989.79	839,825.63	207	463,000.00	494,815.42	-107
TRANSFER	0.00	0.00	0.00	94,582.00	94,582.00	0.00	100	94,582.00	0.00	0
<b>TOTAL REVENUE</b>	<b>974,222.28</b>	<b>896,382.85</b>	<b>77,839.43</b>	<b>9,251,076.63</b>	<b>8,087,629.65</b>	<b>1,163,446.98</b>	<b>79</b>	<b>11,726,315.00</b>	<b>(2,475,238.37)</b>	<b>21</b>
<b>EXPENSE SUMMARY</b>										
UTILITIES ADMINISTRATION	55,427.22	312,240.35	256,813.13	1,423,589.32	2,855,714.91	1,432,125.59	37	3,849,010.00	(2,425,420.68)	63
WATER PRODUCTION	44,639.95	193,627.63	148,987.68	2,088,672.32	1,998,293.21	(90,379.11)	80	2,612,539.00	(523,866.68)	20
WATER DISTRIBUTION	98,460.92	168,634.41	70,173.49	666,414.36	1,575,073.23	908,658.87	32	2,092,635.00	(1,426,220.64)	68
CUSTOMER SERVICE	19,366.77	28,981.65	9,614.88	188,206.32	286,610.59	98,404.27	49	384,667.00	(196,460.68)	51
WASTEWATER COLLECTION	36,961.55	1,377,911.17	1,340,949.62	8,279,497.73	12,466,559.79	4,187,062.06	48	17,174,869.00	(8,895,371.27)	52
WASTEWATER TREATMENT	104,444.81	251,517.92	147,073.11	1,005,959.42	2,274,766.28	1,268,806.86	33	3,030,507.00	(2,024,547.58)	67
BILLING & COLLECTION	104,002.63	44,702.31	(59,300.32)	479,201.62	404,970.10	(74,231.52)	88	543,895.00	(64,693.38)	12
NON-DEPARTMENTAL	66,858.41	64,715.83	(2,142.58)	4,509,415.76	4,507,408.47	(2,007.29)	84	5,338,670.00	(829,254.24)	16
<b>TOTAL EXPENSE</b>	<b>530,162.26</b>	<b>2,442,331.27</b>	<b>1,912,169.01</b>	<b>18,640,956.85</b>	<b>26,369,396.58</b>	<b>7,728,439.73</b>	<b>53</b>	<b>35,026,792.00</b>	<b>16,385,835.15</b>	<b>47</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>444,060.02</b>	<b>(1,545,948.42)</b>	<b>1,990,008.44</b>	<b>(9,389,880.22)</b>	<b>(18,281,766.93)</b>	<b>8,891,886.71</b>		<b>(23,300,477.00)</b>	<b>(18,861,073.52)</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	151,571.83	145,171.82	6,400.01	1,071,120.40	1,008,146.72	62,973.68	78	1,380,400.00	(309,279.60)	22
OTHER REVENUE	110,797.95	1,812.42	108,985.53	192,107.35	5,546.03	186,561.32	1,107	17,350.00	174,757.35	1,007
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>262,369.78</b>	<b>146,984.24</b>	<b>115,385.54</b>	<b>1,263,227.75</b>	<b>1,013,692.75</b>	<b>249,535.00</b>	<b>90</b>	<b>1,397,750.00</b>	<b>(134,522.25)</b>	<b>10</b>
<b><u>EXPENSE SUMMARY</u></b>										
LANDFILL	89,128.57	84,243.58	(4,884.99)	863,430.83	1,134,734.22	271,303.39	62	1,403,815.00	(540,384.17)	38
<b>TOTAL EXPENSE</b>	<b>89,128.57</b>	<b>84,243.58</b>	<b>(4,884.99)</b>	<b>863,430.83</b>	<b>1,134,734.22</b>	<b>271,303.39</b>	<b>62</b>	<b>1,403,815.00</b>	<b>540,384.17</b>	<b>38</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>173,241.21</b>	<b>62,740.66</b>	<b>110,500.55</b>	<b>399,796.92</b>	<b>(121,041.47)</b>	<b>520,838.39</b>		<b>(6,065.00)</b>	<b>(674,906.42)</b>	



**Budget Variance Report**  
**Fund: 04 - AIRPORT FUND**

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
INTERGOVERNMENTAL	9,247.93	0.00	9,247.93	16,391.87	0.00	16,391.87	164	10,000.00	6,391.87	-64
CHARGES FOR SERVICES	8,054.07	9,054.00	(999.93)	102,864.71	101,885.46	979.25	79	130,350.00	(27,485.29)	21
OTHER REVENUE	0.00	118,539.21	(118,539.21)	2,850.00	1,066,852.89	(1,064,002.89)	0	1,423,040.00	(1,420,190.00)	100
TRANSFER	0.00	500,000.00	(500,000.00)	77,091.00	577,091.00	(500,000.00)	13	577,091.00	(500,000.00)	87
<b>TOTAL REVENUE</b>	<b>17,302.00</b>	<b>627,593.21</b>	<b>(610,291.21)</b>	<b>199,197.58</b>	<b>1,745,829.35</b>	<b>(1,546,631.77)</b>	<b>9</b>	<b>2,140,481.00</b>	<b>(1,941,283.42)</b>	<b>91</b>
<b><u>EXPENSE SUMMARY</u></b>										
AIRPORT	15,958.39	144,622.16	128,663.77	898,218.06	1,312,524.22	414,306.16	51	1,751,636.00	(853,417.94)	49
<b>TOTAL EXPENSE</b>	<b>15,958.39</b>	<b>144,622.16</b>	<b>128,663.77</b>	<b>898,218.06</b>	<b>1,312,524.22</b>	<b>414,306.16</b>	<b>51</b>	<b>1,751,636.00</b>	<b>853,417.94</b>	<b>49</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>1,343.61</b>	<b>482,971.05</b>	<b>(481,627.44)</b>	<b>(699,020.48)</b>	<b>433,305.13</b>	<b>(1,132,325.61)</b>		<b>388,845.00</b>	<b>(2,794,701.36)</b>	

Budget Variance Report

Fund: 05 - STORM WATER DRAINAGE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	0.00	0.00	0.00	17,968.47	2,705.73	15,262.74	72	25,000.00	(7,031.53)	28
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	83,841.28	83,420.66	420.62	750,428.37	750,287.55	140.82	75	1,000,272.00	(249,843.63)	25
OTHER REVENUE	4,741.89	261.04	4,480.85	44,327.94	526.69	43,801.25	1,970	2,250.00	42,077.94	1,870
<b>TOTAL REVENUE</b>	<b>88,583.17</b>	<b>83,681.70</b>	<b>4,901.47</b>	<b>812,724.78</b>	<b>753,519.97</b>	<b>59,204.81</b>	<b>79</b>	<b>1,027,522.00</b>	<b>(214,797.22)</b>	<b>21</b>
<b>EXPENSE SUMMARY</b>										
STORM WATER DRAINAGE	4,943.75	58,593.16	53,649.41	806,142.48	1,199,705.44	393,562.96	56	1,451,268.00	(645,125.52)	44
<b>TOTAL EXPENSE</b>	<b>4,943.75</b>	<b>58,593.16</b>	<b>53,649.41</b>	<b>806,142.48</b>	<b>1,199,705.44</b>	<b>393,562.96</b>	<b>56</b>	<b>1,451,268.00</b>	<b>645,125.52</b>	<b>44</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>83,639.42</b>	<b>25,088.54</b>	<b>58,550.88</b>	<b>6,582.30</b>	<b>(446,185.47)</b>	<b>452,767.77</b>		<b>(423,746.00)</b>	<b>(859,922.74)</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	82,972.38	50,943.29	32,029.09	621,357.91	459,756.99	161,600.92	81	771,420.00	(150,062.09)	19
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	11,135.95	4,254.35	6,881.60	30,300.95	16,479.59	13,821.36	122	24,754.00	5,546.95	-22
OTHER REVENUE	7,390.85	484.04	6,906.81	58,463.75	1,049.72	57,414.03	1,299	4,500.00	53,963.75	1,199
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>101,499.18</b>	<b>55,681.68</b>	<b>45,817.50</b>	<b>710,122.61</b>	<b>477,286.30</b>	<b>232,836.31</b>	<b>89</b>	<b>800,674.00</b>	<b>(90,551.39)</b>	<b>11</b>
<b>EXPENSE SUMMARY</b>										
TOURISM	31,611.03	93,171.45	61,560.42	380,263.16	645,179.42	264,916.26	46	826,714.00	(446,450.84)	54
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>31,611.03</b>	<b>93,171.45</b>	<b>61,560.42</b>	<b>380,263.16</b>	<b>645,179.42</b>	<b>264,916.26</b>	<b>46</b>	<b>826,714.00</b>	<b>446,450.84</b>	<b>54</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>69,888.15</b>	<b>(37,489.77)</b>	<b>107,377.92</b>	<b>329,859.45</b>	<b>(167,893.12)</b>	<b>497,752.57</b>		<b>(26,040.00)</b>	<b>(537,002.23)</b>	

Budget Variance Report

Fund: 08 - DEBT SERVICE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
TAXES	1,529.31	670.19	859.12	302,746.97	271,479.17	31,267.80	111	273,240.00	29,506.97	-11
OTHER REVENUE	108.92	228.70	(119.78)	1,101.97	720.80	381.17	55	2,000.00	(898.03)	45
TRANSFER	0.00	0.00	0.00	0.00	672,025.00	(672,025.00)	0	823,850.00	(823,850.00)	100
<b>TOTAL REVENUE</b>	<b>1,638.23</b>	<b>898.89</b>	<b>739.34</b>	<b>303,848.94</b>	<b>944,224.97</b>	<b>(640,376.03)</b>	<b>28</b>	<b>1,099,090.00</b>	<b>(795,241.06)</b>	<b>72</b>
<b><u>EXPENSE SUMMARY</u></b>										
DEBT SERVICE	0.00	0.00	0.00	917,475.00	917,475.00	0.00	84	1,096,625.00	(179,150.00)	16
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>917,475.00</b>	<b>917,475.00</b>	<b>0.00</b>	<b>84</b>	<b>1,096,625.00</b>	<b>179,150.00</b>	<b>16</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>1,638.23</b>	<b>898.89</b>	<b>739.34</b>	<b>(613,626.06)</b>	<b>26,749.97</b>	<b>(640,376.03)</b>		<b>2,465.00</b>	<b>(974,391.06)</b>	



Budget Variance Report

Fund: 10 - CAPITAL PROJECTS FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	0.00	291.66	(291.66)	1,982.50	2,624.94	(642.44)	57	3,500.00	(1,517.50)	43
INTERGOVERNMENTAL	26,224.00	29,090.92	(2,866.92)	1,039,552.55	261,818.28	777,734.27	77	1,349,225.00	(309,672.45)	23
CHARGES FOR SERVICES	0.00	1,041.25	(1,041.25)	0.00	9,371.25	(9,371.25)	0	12,500.00	(12,500.00)	100
OTHER REVENUE	34,603.74	13,835.05	20,768.69	295,748.67	32,154.63	263,594.04	263	112,500.00	183,248.67	-163
TRANSFER	0.00	0.00	0.00	1,416,292.00	1,416,292.00	0.00	100	1,416,292.00	0.00	0
<b>TOTAL REVENUE</b>	<b>60,827.74</b>	<b>44,258.88</b>	<b>16,568.86</b>	<b>2,753,575.72</b>	<b>1,722,261.10</b>	<b>1,031,314.62</b>	<b>95</b>	<b>2,894,017.00</b>	<b>(140,441.28)</b>	<b>5</b>
<b>EXPENSE SUMMARY</b>										
STREET MAINTENANCE	945.00	617,898.86	616,953.86	1,617,450.09	5,561,089.74	3,943,639.65	22	7,417,183.00	(5,799,732.91)	78
PARKS & RECREATION	2,250.00	84,217.63	81,967.63	2,250.00	757,958.67	755,708.67	0	1,011,016.00	(1,008,766.00)	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>3,195.00</b>	<b>702,116.49</b>	<b>698,921.49</b>	<b>1,619,700.09</b>	<b>6,319,048.41</b>	<b>4,699,348.32</b>	<b>19</b>	<b>8,428,199.00</b>	<b>6,808,498.91</b>	<b>81</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>57,632.74</b>	<b>(657,857.61)</b>	<b>715,490.35</b>	<b>1,133,875.63</b>	<b>(4,596,787.31)</b>	<b>5,730,662.94</b>		<b>(5,534,182.00)</b>	<b>(6,948,940.19)</b>	

Budget Variance Report

Fund: 11 - CHILD SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
FINES AND FORFEITURES	274.84	76.68	198.16	2,490.96	1,727.00	763.96	125	2,000.00	490.96	-25
OTHER REVENUE	56.80	8.62	48.18	459.19	19.23	439.96	612	75.00	384.19	-512
<b>TOTAL REVENUE</b>	<b>331.64</b>	<b>85.30</b>	<b>246.34</b>	<b>2,950.15</b>	<b>1,746.23</b>	<b>1,203.92</b>	<b>142</b>	<b>2,075.00</b>	<b>875.15</b>	<b>-42</b>
<b>EXPENSE SUMMARY</b>										
CHILD SAFETY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>331.64</b>	<b>85.30</b>	<b>246.34</b>	<b>2,950.15</b>	<b>1,746.23</b>	<b>1,203.92</b>		<b>2,075.00</b>	<b>875.15</b>	



Budget Variance Report

Fund: 12 - COURT TECHNOLOGY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
FINES AND FORFEITURES	1,541.55	850.32	691.23	11,639.47	8,901.14	2,738.33	98	11,915.00	(275.53)	2
OTHER REVENUE	190.70	16.66	174.04	1,457.21	36.53	1,420.68	971	150.00	1,307.21	-871
<b>TOTAL REVENUE</b>	<b>1,732.25</b>	<b>866.98</b>	<b>865.27</b>	<b>13,096.68</b>	<b>8,937.67</b>	<b>4,159.01</b>	<b>109</b>	<b>12,065.00</b>	<b>1,031.68</b>	<b>-9</b>
<b>EXPENSE SUMMARY</b>										
COURT TECHNOLOGY	0.00	1,259.91	1,259.91	2,063.25	11,339.19	9,275.94	14	15,125.00	(13,061.75)	86
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>1,259.91</b>	<b>1,259.91</b>	<b>2,063.25</b>	<b>11,339.19</b>	<b>9,275.94</b>	<b>14</b>	<b>15,125.00</b>	<b>13,061.75</b>	<b>86</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>1,732.25</b>	<b>(392.93)</b>	<b>2,125.18</b>	<b>11,033.43</b>	<b>(2,401.52)</b>	<b>13,434.95</b>		<b>(3,060.00)</b>	<b>(12,030.07)</b>	

Budget Variance Report

Fund: 13 - PUBLIC SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
FINES AND FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
INTERGOVERNMENTAL	0.00	0.00	0.00	7,280.60	3,200.00	4,080.60	228	3,200.00	4,080.60	-128
OTHER REVENUE	283.84	95.07	188.77	2,293.59	186.31	2,107.28	306	750.00	1,543.59	-206
<b>TOTAL REVENUE</b>	<b>283.84</b>	<b>95.07</b>	<b>188.77</b>	<b>9,574.19</b>	<b>3,386.31</b>	<b>6,187.88</b>	<b>242</b>	<b>3,950.00</b>	<b>5,624.19</b>	<b>-142</b>
<b><u>EXPENSE SUMMARY</u></b>										
PUBLIC SAFETY	625.15	1,666.00	1,040.85	1,460.15	14,994.00	13,533.85	7	20,000.00	(18,539.85)	93
<b>TOTAL EXPENSE</b>	<b>625.15</b>	<b>1,666.00</b>	<b>1,040.85</b>	<b>1,460.15</b>	<b>14,994.00</b>	<b>13,533.85</b>	<b>7</b>	<b>20,000.00</b>	<b>18,539.85</b>	<b>93</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(341.31)</b>	<b>(1,570.93)</b>	<b>1,229.62</b>	<b>8,114.04</b>	<b>(11,607.69)</b>	<b>19,721.73</b>		<b>(16,050.00)</b>	<b>(12,915.66)</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	11,653.36	49,076.47	(37,423.11)	488,287.63	697,695.39	(209,407.76)	61	801,270.00	(312,982.37)	39
OTHER REVENUE	5,513.95	1,237.91	4,276.04	43,140.72	2,658.71	40,482.01	360	12,000.00	31,140.72	-260
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>17,167.31</b>	<b>50,314.38</b>	<b>(33,147.07)</b>	<b>531,428.35</b>	<b>700,354.10</b>	<b>(168,925.75)</b>	<b>65</b>	<b>813,270.00</b>	<b>(281,841.65)</b>	<b>35</b>
<b><u>EXPENSE SUMMARY</u></b>										
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00	661,825.00	661,825.00	0	823,850.00	(823,850.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>661,825.00</b>	<b>661,825.00</b>	<b>0</b>	<b>823,850.00</b>	<b>823,850.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>17,167.31</b>	<b>50,314.38</b>	<b>(33,147.07)</b>	<b>531,428.35</b>	<b>38,529.10</b>	<b>492,899.25</b>		<b>(10,580.00)</b>	<b>(1,105,691.65)</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	62,836.33	56,545.35	6,290.98	579,645.30	535,261.52	44,383.78	79	738,190.00	(158,544.70)	21
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
OTHER REVENUE	5,068.34	1,683.37	3,384.97	45,811.97	3,864.89	41,947.08	305	15,000.00	30,811.97	-205
<b>TOTAL REVENUE</b>	<b>67,904.67</b>	<b>58,228.72</b>	<b>9,675.95</b>	<b>625,457.27</b>	<b>539,126.41</b>	<b>86,330.86</b>	<b>83</b>	<b>753,190.00</b>	<b>(127,732.73)</b>	<b>17</b>
<b><u>EXPENSE SUMMARY</u></b>										
SEDA	39,267.73	138,246.04	98,978.31	450,583.16	1,282,708.54	832,125.38	26	1,716,394.00	(1,265,810.84)	74
<b>TOTAL EXPENSE</b>	<b>39,267.73</b>	<b>138,246.04</b>	<b>98,978.31</b>	<b>450,583.16</b>	<b>1,282,708.54</b>	<b>832,125.38</b>	<b>26</b>	<b>1,716,394.00</b>	<b>1,265,810.84</b>	<b>74</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>28,636.94</b>	<b>(80,017.32)</b>	<b>108,654.26</b>	<b>174,874.11</b>	<b>(743,582.13)</b>	<b>918,456.24</b>		<b>(963,204.00)</b>	<b>(1,393,543.57)</b>	





City of Stephenville

Item 26.

## Prior-Year Comparative Income Statement Group Summary

For the Period Ending 06/30/2024

Categor...	2022-2023 June Activity	2023-2024 June Activity	June 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	733,007.83	799,787.43	66,779.60	9.11%	14,762,496.33	15,223,458.47	460,962.14	3.12%
41 - LICENSES AND PERMITS	15,359.20	34,688.59	19,329.39	125.85%	407,157.80	551,223.31	144,065.51	35.38%
42 - FINES AND FORFEITURES	31,648.34	-1,428.85	-33,077.19	-104.51%	226,316.52	193,891.15	-32,425.37	-14.33%
43 - INTERGOVERNMENTAL	4,345.35	300.00	-4,045.35	-93.10%	456,619.26	870,618.46	413,999.20	90.67%
44 - CHARGES FOR SERVICES	143,565.08	136,689.48	-6,875.60	-4.79%	814,655.80	792,680.60	-21,975.20	-2.70%
45 - OTHER REVENUE	98,891.33	74,901.24	-23,990.09	-24.26%	1,270,526.55	1,081,425.12	-189,101.43	-14.88%
49 - TRANSFER	0.00	0.00	0.00	0.00%	1,679,307.00	1,876,004.00	196,697.00	11.71%
<b>Revenue Total:</b>	<b>1,026,817.13</b>	<b>1,044,937.89</b>	<b>18,120.76</b>	<b>1.76%</b>	<b>19,617,079.26</b>	<b>20,589,301.11</b>	<b>972,221.85</b>	<b>4.96%</b>
<b>Expense</b>								
<b>Department: 101 - CITY COUNCIL</b>								
51 - PERSONNEL	1,944.14	2,167.75	-223.61	-11.50%	17,205.25	17,457.44	-252.19	-1.47%
52 - CONTRACTUAL	18,564.49	13,858.70	4,705.79	25.35%	133,511.98	104,846.45	28,665.53	21.47%
53 - GENERAL SERVICES	38.17	49.44	-11.27	-29.53%	3,215.65	3,479.72	-264.07	-8.21%
55 - CAPITAL OUTLAY	38,450.00	5,300.00	33,150.00	86.22%	792,722.94	99,814.18	692,908.76	87.41%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	181,399.19	565.80	180,833.39	99.69%
<b>Department 101 - CITY COUNCIL Total:</b>	<b>58,996.80</b>	<b>21,375.89</b>	<b>37,620.91</b>	<b>63.77%</b>	<b>1,128,055.01</b>	<b>226,163.59</b>	<b>901,891.42</b>	<b>79.95%</b>
<b>Department: 102 - CITY MANAGER</b>								
51 - PERSONNEL	29,657.24	26,391.27	3,265.97	11.01%	192,046.77	279,849.66	-87,802.89	-45.72%
52 - CONTRACTUAL	275.51	1,006.28	-730.77	-265.24%	6,330.49	11,300.04	-4,969.55	-78.50%
53 - GENERAL SERVICES	0.00	1,344.24	-1,344.24	0.00%	1,345.49	2,772.14	-1,426.65	-106.03%
<b>Department 102 - CITY MANAGER Total:</b>	<b>29,932.75</b>	<b>28,741.79</b>	<b>1,190.96</b>	<b>3.98%</b>	<b>199,722.75</b>	<b>293,921.84</b>	<b>-94,199.09</b>	<b>-47.16%</b>
<b>Department: 103 - CITY SECRETARY</b>								
51 - PERSONNEL	7,257.22	12,332.28	-5,075.06	-69.93%	56,711.13	102,758.42	-46,047.29	-81.20%
52 - CONTRACTUAL	321.74	868.58	-546.84	-169.96%	20,623.97	15,364.33	5,259.64	25.50%
53 - GENERAL SERVICES	60.42	14.00	46.42	76.83%	840.03	2,090.05	-1,250.02	-148.81%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	46,749.25	44,281.24	2,468.01	5.28%
<b>Department 103 - CITY SECRETARY Total:</b>	<b>7,639.38</b>	<b>13,214.86</b>	<b>-5,575.48</b>	<b>-72.98%</b>	<b>124,924.38</b>	<b>164,494.04</b>	<b>-39,569.66</b>	<b>-31.67%</b>
<b>Department: 104 - EMERGENCY MANAGEMENT</b>								
52 - CONTRACTUAL	314.74	184.09	130.65	41.51%	15,123.45	15,216.72	-93.27	-0.62%
<b>Department 104 - EMERGENCY MANAGEMENT Total:</b>	<b>314.74</b>	<b>184.09</b>	<b>130.65</b>	<b>41.51%</b>	<b>15,123.45</b>	<b>15,216.72</b>	<b>-93.27</b>	<b>-0.62%</b>
<b>Department: 105 - MUNICIPAL BUILDING</b>								
51 - PERSONNEL	2,026.74	2,136.37	-109.63	-5.41%	18,805.30	20,156.19	-1,350.89	-7.18%

Prior-Year Comparative Income Statement

For the Period Ending 06/

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Categor...	2022-2023	2023-2024	June Variance		2022-2023	2023-2024	YTD Variance	
	June Activity	June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
52 - CONTRACTUAL	2,810.86	2,721.59	89.27	3.18%	26,005.53	30,695.46	-4,689.93	-18.03%
53 - GENERAL SERVICES	305.39	1,057.40	-752.01	-246.25%	9,255.52	34,914.07	-25,658.55	-277.22%
54 - MACHINE & EQUIPMENT MAI	207.41	400.00	-192.59	-92.85%	25,747.67	22,829.11	2,918.56	11.34%
55 - CAPITAL OUTLAY	6,858.82	0.00	6,858.82	100.00%	7,068.62	5,826.73	1,241.89	17.57%
<b>Department 105 - MUNICIPAL BUILDING Total:</b>	<b>12,209.22</b>	<b>6,315.36</b>	<b>5,893.86</b>	<b>48.27%</b>	<b>86,882.64</b>	<b>114,421.56</b>	<b>-27,538.92</b>	<b>-31.70%</b>
<b>Department: 106 - MUNICIPAL SERVICES CTR</b>								
51 - PERSONNEL	4,804.54	1,424.25	3,380.29	70.36%	44,608.69	38,533.36	6,075.33	13.62%
52 - CONTRACTUAL	1,628.68	1,786.45	-157.77	-9.69%	24,312.40	21,278.06	3,034.34	12.48%
53 - GENERAL SERVICES	1,551.16	-13,105.80	14,656.96	944.90%	5,761.98	6,878.86	-1,116.88	-19.38%
54 - MACHINE & EQUIPMENT MAI	1,222.73	1,754.00	-531.27	-43.45%	11,370.73	19,327.65	-7,956.92	-69.98%
<b>Department 106 - MUNICIPAL SERVICES CTR Total:</b>	<b>9,207.11</b>	<b>-8,141.10</b>	<b>17,348.21</b>	<b>188.42%</b>	<b>86,053.80</b>	<b>86,017.93</b>	<b>35.87</b>	<b>0.04%</b>
<b>Department: 107 - HUMAN RESOURCES</b>								
51 - PERSONNEL	6,372.04	6,676.91	-304.87	-4.78%	66,300.25	67,407.11	-1,106.86	-1.67%
52 - CONTRACTUAL	6,857.69	4,355.87	2,501.82	36.48%	62,371.80	72,779.38	-10,407.58	-16.69%
53 - GENERAL SERVICES	0.00	105.70	-105.70	0.00%	748.76	713.32	35.44	4.73%
<b>Department 107 - HUMAN RESOURCES Total:</b>	<b>13,229.73</b>	<b>11,138.48</b>	<b>2,091.25</b>	<b>15.81%</b>	<b>129,420.81</b>	<b>140,899.81</b>	<b>-11,479.00</b>	<b>-8.87%</b>
<b>Department: 108 - DOWNTOWN</b>								
51 - PERSONNEL	5,913.34	5,268.86	644.48	10.90%	55,381.93	47,655.18	7,726.75	13.95%
52 - CONTRACTUAL	4,322.79	2,498.75	1,824.04	42.20%	44,370.71	56,164.20	-11,793.49	-26.58%
53 - GENERAL SERVICES	29.70	2,594.84	-2,565.14	-8,636.84%	29.70	28,004.70	-27,975.00	-94,191.92%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	69,960.00	0.00	69,960.00	100.00%
<b>Department 108 - DOWNTOWN Total:</b>	<b>10,265.83</b>	<b>10,362.45</b>	<b>-96.62</b>	<b>-0.94%</b>	<b>169,742.34</b>	<b>131,824.08</b>	<b>37,918.26</b>	<b>22.34%</b>
<b>Department: 201 - FINANCE</b>								
51 - PERSONNEL	38,072.43	40,081.64	-2,009.21	-5.28%	331,151.04	378,727.20	-47,576.16	-14.37%
52 - CONTRACTUAL	6,828.65	9,935.68	-3,107.03	-45.50%	92,095.40	61,702.26	30,393.14	33.00%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	703.50	949.59	-246.09	-34.98%
54 - MACHINE & EQUIPMENT MAI	37,592.75	15,806.45	21,786.30	57.95%	75,412.43	60,013.40	15,399.03	20.42%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
56 - BANK CHARGES	129.99	100.00	29.99	23.07%	1,716.52	-1,566.63	3,283.15	191.27%
<b>Department 201 - FINANCE Total:</b>	<b>82,623.82</b>	<b>65,923.77</b>	<b>16,700.05</b>	<b>20.21%</b>	<b>501,078.89</b>	<b>499,825.82</b>	<b>1,253.07</b>	<b>0.25%</b>
<b>Department: 203 - INFORMATION TECHNOLOGY</b>								
51 - PERSONNEL	15,170.34	16,174.00	-1,003.66	-6.62%	139,644.34	144,195.19	-4,550.85	-3.26%
52 - CONTRACTUAL	98.68	97.99	0.69	0.70%	1,321.24	3,831.84	-2,510.60	-190.02%
53 - GENERAL SERVICES	4,602.85	4,202.32	400.53	8.70%	32,872.92	50,651.97	-17,779.05	-54.08%
54 - MACHINE & EQUIPMENT MAI	62,850.37	64,351.77	-1,501.40	-2.39%	167,285.63	199,980.21	-32,694.58	-19.54%
<b>Department 203 - INFORMATION TECHNOLOGY Total:</b>	<b>82,722.24</b>	<b>84,826.08</b>	<b>-2,103.84</b>	<b>-2.54%</b>	<b>341,124.13</b>	<b>398,659.21</b>	<b>-57,535.08</b>	<b>-16.87%</b>
<b>Department: 204 - TAX</b>								
52 - CONTRACTUAL	47,204.24	56,071.68	-8,867.44	-18.79%	197,331.36	221,283.28	-23,951.92	-12.14%
<b>Department 204 - TAX Total:</b>	<b>47,204.24</b>	<b>56,071.68</b>	<b>-8,867.44</b>	<b>-18.79%</b>	<b>197,331.36</b>	<b>221,283.28</b>	<b>-23,951.92</b>	<b>-12.14%</b>



Prior-Year Comparative Income Statement

For the Period Ending 06/

Item 26.

Categor...	2022-2023 June Activity	2023-2024 June Activity	June Variance Favorable / (Unfavorable)	Variance %	2022-2023 YTD Activity	2023-2024 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Department: 301 - LEGAL COUNSEL</b>								
51 - PERSONNEL	10,100.70	14,505.42	-4,404.72	-43.61%	83,621.74	89,761.30	-6,139.56	-7.34%
52 - CONTRACTUAL	0.00	358.00	-358.00	0.00%	498.93	865.85	-366.92	-73.54%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	10.81	0.00	10.81	100.00%
<b>Department 301 - LEGAL COUNSEL Total:</b>	<b>10,100.70</b>	<b>14,863.42</b>	<b>-4,762.72</b>	<b>-47.15%</b>	<b>84,131.48</b>	<b>90,627.15</b>	<b>-6,495.67</b>	<b>-7.72%</b>
<b>Department: 302 - MUNICIPAL COURT</b>								
51 - PERSONNEL	6,052.56	4,796.40	1,256.16	20.75%	54,669.37	63,116.86	-8,447.49	-15.45%
52 - CONTRACTUAL	2,929.48	5,225.60	-2,296.12	-78.38%	32,918.67	34,157.32	-1,238.65	-3.76%
53 - GENERAL SERVICES	1,536.85	2,436.51	-899.66	-58.54%	8,908.68	12,748.88	-3,840.20	-43.11%
54 - MACHINE & EQUIPMENT MAI	5,154.00	2,705.85	2,448.15	47.50%	9,837.47	3,247.65	6,589.82	66.99%
<b>Department 302 - MUNICIPAL COURT Total:</b>	<b>15,672.89</b>	<b>15,164.36</b>	<b>508.53</b>	<b>3.24%</b>	<b>106,334.19</b>	<b>113,270.71</b>	<b>-6,936.52</b>	<b>-6.52%</b>
<b>Department: 402 - STREET MAINTENANCE</b>								
51 - PERSONNEL	24,336.33	36,229.35	-11,893.02	-48.87%	296,476.75	287,544.26	8,932.49	3.01%
52 - CONTRACTUAL	16,984.95	16,475.35	509.60	3.00%	168,393.21	168,724.41	-331.20	-0.20%
53 - GENERAL SERVICES	2,912.22	3,796.08	-883.86	-30.35%	31,365.18	23,635.35	7,729.83	24.64%
54 - MACHINE & EQUIPMENT MAI	3,274.64	8,750.90	-5,476.26	-167.23%	51,697.23	53,120.80	-1,423.57	-2.75%
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>47,508.14</b>	<b>65,251.68</b>	<b>-17,743.54</b>	<b>-37.35%</b>	<b>547,932.37</b>	<b>648,009.82</b>	<b>-100,077.45</b>	<b>-18.26%</b>
<b>Department: 501 - PARKS &amp; RECREATION</b>								
51 - PERSONNEL	95,148.70	82,515.36	12,633.34	13.28%	699,029.41	748,270.34	-49,240.93	-7.04%
52 - CONTRACTUAL	64,487.76	121,012.55	-56,524.79	-87.65%	257,215.78	306,232.41	-49,016.63	-19.06%
53 - GENERAL SERVICES	14,519.81	17,247.79	-2,727.98	-18.79%	143,830.63	141,318.17	2,512.46	1.75%
54 - MACHINE & EQUIPMENT MAI	16,180.52	7,127.76	9,052.76	55.95%	116,352.81	124,989.72	-8,636.91	-7.42%
55 - CAPITAL OUTLAY	5,250.00	0.00	5,250.00	100.00%	273,328.14	363,416.07	-90,087.93	-32.96%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	5.33	0.00	5.33	100.00%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	52,039.40	82,732.12	-30,692.72	-58.98%
<b>Department 501 - PARKS &amp; RECREATION Total:</b>	<b>195,586.79</b>	<b>227,903.46</b>	<b>-32,316.67</b>	<b>-16.52%</b>	<b>1,541,801.50</b>	<b>1,766,958.83</b>	<b>-225,157.33</b>	<b>-14.60%</b>
<b>Department: 504 - LIBRARY</b>								
51 - PERSONNEL	16,078.20	16,625.88	-547.68	-3.41%	149,206.95	154,626.99	-5,420.04	-3.63%
52 - CONTRACTUAL	3,581.37	3,026.13	555.24	15.50%	14,528.14	17,334.40	-2,806.26	-19.32%
53 - GENERAL SERVICES	4,320.47	6,342.83	-2,022.36	-46.81%	21,390.92	24,796.03	-3,405.11	-15.92%
54 - MACHINE & EQUIPMENT MAI	80.00	250.00	-170.00	-212.50%	3,676.92	3,750.66	-73.74	-2.01%
<b>Department 504 - LIBRARY Total:</b>	<b>24,060.04</b>	<b>26,244.84</b>	<b>-2,184.80</b>	<b>-9.08%</b>	<b>188,802.93</b>	<b>200,508.08</b>	<b>-11,705.15</b>	<b>-6.20%</b>
<b>Department: 506 - SENIOR CENTER</b>								
51 - PERSONNEL	6,240.23	5,999.27	240.96	3.86%	57,966.89	59,389.22	-1,422.33	-2.45%
52 - CONTRACTUAL	2,220.14	2,607.39	-387.25	-17.44%	26,210.01	31,737.35	-5,527.34	-21.09%
53 - GENERAL SERVICES	545.78	1,843.20	-1,297.42	-237.72%	9,034.56	17,901.50	-8,866.94	-98.14%
54 - MACHINE & EQUIPMENT MAI	139.64	384.97	-245.33	-175.69%	3,404.59	9,482.34	-6,077.75	-178.52%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	23,649.00	67,200.00	-43,551.00	-184.16%
<b>Department 506 - SENIOR CENTER Total:</b>	<b>9,145.79</b>	<b>10,834.83</b>	<b>-1,689.04</b>	<b>-18.47%</b>	<b>120,265.05</b>	<b>185,710.41</b>	<b>-65,445.36</b>	<b>-54.42%</b>

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Categor...	2022-2023	2023-2024	June Variance		2022-2023	2023-2024	YTD Variance	
	June Activity	June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
<b>Department: 507 - AQUATIC CENTER</b>								
51 - PERSONNEL	22,887.05	30,914.16	-8,027.11	-35.07%	30,807.44	46,408.06	-15,600.62	-50.64%
52 - CONTRACTUAL	9,961.57	7,568.47	2,393.10	24.02%	33,033.54	45,156.19	-12,122.65	-36.70%
53 - GENERAL SERVICES	12,577.20	6,810.25	5,766.95	45.85%	28,198.37	24,684.00	3,514.37	12.46%
54 - MACHINE & EQUIPMENT MAI	9,996.89	23,704.31	-13,707.42	-137.12%	23,865.02	77,146.97	-53,281.95	-223.26%
<b>Department 507 - AQUATIC CENTER Total:</b>	<b>55,422.71</b>	<b>68,997.19</b>	<b>-13,574.48</b>	<b>-24.49%</b>	<b>115,904.37</b>	<b>193,395.22</b>	<b>-77,490.85</b>	<b>-66.86%</b>
<b>Department: 601 - FIRE DEPARTMENT</b>								
51 - PERSONNEL	269,172.56	299,940.40	-30,767.84	-11.43%	2,480,867.60	2,726,733.83	-245,866.23	-9.91%
52 - CONTRACTUAL	4,778.83	11,027.86	-6,249.03	-130.76%	210,646.65	168,974.52	41,672.13	19.78%
53 - GENERAL SERVICES	36,386.41	16,127.82	20,258.59	55.68%	198,946.68	168,239.49	30,707.19	15.43%
54 - MACHINE & EQUIPMENT MAI	8,069.13	9,921.08	-1,851.95	-22.95%	94,262.57	120,846.63	-26,584.06	-28.20%
55 - CAPITAL OUTLAY	45.00	14,321.95	-14,276.95	-31,726.56%	517,445.01	191,692.51	325,752.50	62.95%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	137,935.91	137,935.91	0.00	0.00%
<b>Department 601 - FIRE DEPARTMENT Total:</b>	<b>318,451.93</b>	<b>351,339.11</b>	<b>-32,887.18</b>	<b>-10.33%</b>	<b>3,640,104.42</b>	<b>3,514,422.89</b>	<b>125,681.53</b>	<b>3.45%</b>
<b>Department: 701 - POLICE DEPARTMENT</b>								
51 - PERSONNEL	349,458.88	440,021.01	-90,562.13	-25.91%	3,384,299.10	3,608,994.90	-224,695.80	-6.64%
52 - CONTRACTUAL	32,869.34	23,971.11	8,898.23	27.07%	318,952.83	324,821.73	-5,868.90	-1.84%
53 - GENERAL SERVICES	11,145.26	20,465.83	-9,320.57	-83.63%	205,963.81	169,405.32	36,558.49	17.75%
54 - MACHINE & EQUIPMENT MAI	3,295.77	13,041.51	-9,745.74	-295.70%	220,517.73	208,960.39	11,557.34	5.24%
55 - CAPITAL OUTLAY	165,536.25	7,309.10	158,227.15	95.58%	1,145,113.94	360,838.97	784,274.97	68.49%
57 - DEBT SERVICE	254,542.37	226,421.29	28,121.08	11.05%	306,072.02	348,297.04	-42,225.02	-13.80%
<b>Department 701 - POLICE DEPARTMENT Total:</b>	<b>816,847.87</b>	<b>731,229.85</b>	<b>85,618.02</b>	<b>10.48%</b>	<b>5,580,919.43</b>	<b>5,021,318.35</b>	<b>559,601.08</b>	<b>10.03%</b>
<b>Department: 801 - DEVELOPMENT SERVICES</b>								
51 - PERSONNEL	35,551.78	37,788.81	-2,237.03	-6.29%	338,624.31	367,761.56	-29,137.25	-8.60%
52 - CONTRACTUAL	8,263.81	9,446.07	-1,182.26	-14.31%	45,988.65	203,932.63	-157,943.98	-343.44%
53 - GENERAL SERVICES	1,497.99	2,805.94	-1,307.95	-87.31%	11,140.03	12,490.46	-1,350.43	-12.12%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	10,706.66	20,840.88	-10,134.22	-94.65%
55 - CAPITAL OUTLAY	40,567.50	0.00	40,567.50	100.00%	40,567.50	0.00	40,567.50	100.00%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	5,000.00	0.00	5,000.00	100.00%
<b>Department 801 - DEVELOPMENT SERVICES Total:</b>	<b>85,881.08</b>	<b>50,040.82</b>	<b>35,840.26</b>	<b>41.73%</b>	<b>452,027.15</b>	<b>605,025.53</b>	<b>-152,998.38</b>	<b>-33.85%</b>
<b>Department: 804 - GIS</b>								
51 - PERSONNEL	5,851.42	6,464.58	-613.16	-10.48%	51,197.63	60,849.10	-9,651.47	-18.85%
52 - CONTRACTUAL	131.54	644.40	-512.86	-389.89%	9,465.58	2,155.96	7,309.62	77.22%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	6.48	2,543.08	-2,536.60	-39,145.06%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	1,064.94	29,062.89	-27,997.95	-2,629.06%
<b>Department 804 - GIS Total:</b>	<b>5,982.96</b>	<b>7,108.98</b>	<b>-1,126.02</b>	<b>-18.82%</b>	<b>61,734.63</b>	<b>94,611.03</b>	<b>-32,876.40</b>	<b>-53.25%</b>
<b>Department: 900 - TRANSFERS</b>								
59 - TRANSFER	0.00	0.00	0.00	0.00%	1,771,322.00	1,493,383.00	277,939.00	15.69%



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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
Department 900 - TRANSFERS Total:	0.00	0.00	0.00	0.00%	1,771,322.00	1,493,383.00	277,939.00	15.69%
Expense Total:	1,939,006.76	1,858,991.89	80,014.87	4.13%	17,190,739.08	16,219,968.90	970,770.18	5.65%
Fund 01 Surplus (Deficit):	-912,189.63	-814,054.00	98,135.63	10.76%	2,426,340.18	4,369,332.21	1,942,992.03	80.08%

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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 02 - WATER AND WASTEWATER FUND</b>								
<b>Revenue</b>								
41 - LICENSES AND PERMITS	76.33	0.00	-76.33	-100.00%	1,274.45	1,805.78	531.33	41.69%
43 - INTERGOVERNMENTAL	24,000.00	0.00	-24,000.00	-100.00%	24,000.00	0.00	-24,000.00	-100.00%
44 - CHARGES FOR SERVICES	850,111.73	891,474.14	41,362.41	4.87%	7,881,512.56	8,196,873.43	315,360.87	4.00%
45 - OTHER REVENUE	160,568.25	82,748.14	-77,820.11	-48.47%	1,297,717.03	957,815.42	-339,901.61	-26.19%
49 - TRANSFER	0.00	0.00	0.00	0.00%	82,662.00	94,582.00	11,920.00	14.42%
<b>Revenue Total:</b>	<b>1,034,756.31</b>	<b>974,222.28</b>	<b>-60,534.03</b>	<b>-5.85%</b>	<b>9,287,166.04</b>	<b>9,251,076.63</b>	<b>-36,089.41</b>	<b>-0.39%</b>
<b>Expense</b>								
<b>Department: 000 - UTILITIES ADMINISTRATION</b>								
51 - PERSONNEL	55,220.28	50,744.60	4,475.68	8.11%	496,194.80	535,501.82	-39,307.02	-7.92%
52 - CONTRACTUAL	1,122.79	1,781.71	-658.92	-58.69%	16,088.67	19,895.57	-3,806.90	-23.66%
53 - GENERAL SERVICES	0.00	523.54	-523.54	0.00%	1,348.17	5,118.75	-3,770.58	-279.68%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	2,855.83	-2,855.83	0.00%
55 - CAPITAL OUTLAY	1,723,807.17	2,377.37	1,721,429.80	99.86%	3,106,881.70	860,217.35	2,246,664.35	72.31%
<b>Department 000 - UTILITIES ADMINISTRATION Total:</b>	<b>1,780,150.24</b>	<b>55,427.22</b>	<b>1,724,723.02</b>	<b>96.89%</b>	<b>3,620,513.34</b>	<b>1,423,589.32</b>	<b>2,196,924.02</b>	<b>60.68%</b>
<b>Department: 001 - WATER PRODUCTION</b>								
51 - PERSONNEL	14,420.06	18,520.58	-4,100.52	-28.44%	175,105.56	185,981.88	-10,876.32	-6.21%
52 - CONTRACTUAL	64,650.31	24,100.70	40,549.61	62.72%	558,080.22	492,445.53	65,634.69	11.76%
53 - GENERAL SERVICES	654.11	1,002.94	-348.83	-53.33%	10,792.73	8,490.75	2,301.98	21.33%
54 - MACHINE & EQUIPMENT MAI	32,223.14	1,015.73	31,207.41	96.85%	154,686.18	121,246.30	33,439.88	21.62%
55 - CAPITAL OUTLAY	21,248.00	0.00	21,248.00	100.00%	3,618,418.80	1,280,507.86	2,337,910.94	64.61%
<b>Department 001 - WATER PRODUCTION Total:</b>	<b>133,195.62</b>	<b>44,639.95</b>	<b>88,555.67</b>	<b>66.49%</b>	<b>4,517,083.49</b>	<b>2,088,672.32</b>	<b>2,428,411.17</b>	<b>53.76%</b>
<b>Department: 002 - WATER DISTRIBUTION</b>								
51 - PERSONNEL	5,712.59	11,772.99	-6,060.40	-106.09%	66,932.62	99,442.52	-32,509.90	-48.57%
52 - CONTRACTUAL	8,469.52	9,009.11	-539.59	-6.37%	82,050.90	98,260.12	-16,209.22	-19.76%
53 - GENERAL SERVICES	1,920.12	7,969.54	-6,049.42	-315.05%	51,156.51	38,129.70	13,026.81	25.46%
54 - MACHINE & EQUIPMENT MAI	15,454.87	3,065.32	12,389.55	80.17%	157,234.77	107,760.40	49,474.37	31.47%
55 - CAPITAL OUTLAY	191,032.39	66,643.96	124,388.43	65.11%	2,568,789.44	322,821.62	2,245,967.82	87.43%
<b>Department 002 - WATER DISTRIBUTION Total:</b>	<b>222,589.49</b>	<b>98,460.92</b>	<b>124,128.57</b>	<b>55.77%</b>	<b>2,926,164.24</b>	<b>666,414.36</b>	<b>2,259,749.88</b>	<b>77.23%</b>
<b>Department: 003 - CUSTOMER SERVICE</b>								
51 - PERSONNEL	13,868.18	14,190.69	-322.51	-2.33%	133,804.29	117,789.83	16,014.46	11.97%
52 - CONTRACTUAL	7,236.44	196.03	7,040.41	97.29%	74,948.19	15,081.73	59,866.46	79.88%
53 - GENERAL SERVICES	482.22	1,051.06	-568.84	-117.96%	8,227.61	9,441.55	-1,213.94	-14.75%
54 - MACHINE & EQUIPMENT MAI	7,046.50	3,928.99	3,117.51	44.24%	83,502.86	45,893.21	37,609.65	45.04%
<b>Department 003 - CUSTOMER SERVICE Total:</b>	<b>28,633.34</b>	<b>19,366.77</b>	<b>9,266.57</b>	<b>32.36%</b>	<b>300,482.95</b>	<b>188,206.32</b>	<b>112,276.63</b>	<b>37.37%</b>
<b>Department: 011 - WASTEWATER COLLECTION</b>								
51 - PERSONNEL	22,235.96	22,678.21	-442.25	-1.99%	181,999.18	177,189.51	4,809.67	2.64%
52 - CONTRACTUAL	116.29	11.31	104.98	90.27%	9,184.95	53,419.12	-44,234.17	-481.59%
53 - GENERAL SERVICES	608.64	1,236.82	-628.18	-103.21%	8,905.82	9,179.16	-273.34	-3.07%



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Categor...	2022-2023	2023-2024	June Variance		2022-2023	2023-2024	YTD Variance	
	June Activity	June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
54 - MACHINE & EQUIPMENT MAI	1,171.49	1,278.58	-107.09	-9.14%	33,445.60	77,000.64	-43,555.04	-130.23%
55 - CAPITAL OUTLAY	1,181,034.75	11,756.63	1,169,278.12	99.00%	2,076,300.17	7,962,709.30	-5,886,409.13	-283.50%
<b>Department 011 - WASTEWATER COLLECTION Total:</b>	<b>1,205,167.13</b>	<b>36,961.55</b>	<b>1,168,205.58</b>	<b>96.93%</b>	<b>2,309,835.72</b>	<b>8,279,497.73</b>	<b>-5,969,662.01</b>	<b>-258.45%</b>
<b>Department: 012 - WASTEWATER TREATMENT</b>								
52 - CONTRACTUAL	86,974.14	93,689.86	-6,715.72	-7.72%	811,501.12	859,510.87	-48,009.75	-5.92%
54 - MACHINE & EQUIPMENT MAI	19,921.86	10,754.95	9,166.91	46.01%	206,726.89	61,528.55	145,198.34	70.24%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	84,920.00	-84,920.00	0.00%
<b>Department 012 - WASTEWATER TREATMENT Total:</b>	<b>106,896.00</b>	<b>104,444.81</b>	<b>2,451.19</b>	<b>2.29%</b>	<b>1,018,228.01</b>	<b>1,005,959.42</b>	<b>12,268.59</b>	<b>1.20%</b>
<b>Department: 020 - BILLING &amp; COLLECTION</b>								
51 - PERSONNEL	5,733.08	7,499.10	-1,766.02	-30.80%	61,048.09	64,780.86	-3,732.77	-6.11%
52 - CONTRACTUAL	12,803.30	9,802.77	3,000.53	23.44%	97,427.80	70,551.11	26,876.69	27.59%
53 - GENERAL SERVICES	29,968.03	58,987.95	-29,019.92	-96.84%	189,038.42	314,036.84	-124,998.42	-66.12%
54 - MACHINE & EQUIPMENT MAI	30,556.99	27,712.81	2,844.18	9.31%	55,640.22	29,832.81	25,807.41	46.38%
<b>Department 020 - BILLING &amp; COLLECTION Total:</b>	<b>79,061.40</b>	<b>104,002.63</b>	<b>-24,941.23</b>	<b>-31.55%</b>	<b>403,154.53</b>	<b>479,201.62</b>	<b>-76,047.09</b>	<b>-18.86%</b>
<b>Department: 901 - NON-DEPARTMENTAL</b>								
52 - CONTRACTUAL	61,004.23	66,858.41	-5,854.18	-9.60%	550,786.63	583,874.85	-33,088.22	-6.01%
56 - BANK CHARGES	318.96	0.00	318.96	100.00%	460.94	577.39	-116.45	-25.26%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	2,303,309.64	2,316,746.52	-13,436.88	-0.58%
59 - TRANSFER	0.00	0.00	0.00	0.00%	1,501,863.00	1,608,217.00	-106,354.00	-7.08%
<b>Department 901 - NON-DEPARTMENTAL Total:</b>	<b>61,323.19</b>	<b>66,858.41</b>	<b>-5,535.22</b>	<b>-9.03%</b>	<b>4,356,420.21</b>	<b>4,509,415.76</b>	<b>-152,995.55</b>	<b>-3.51%</b>
<b>Expense Total:</b>	<b>3,617,016.41</b>	<b>530,162.26</b>	<b>3,086,854.15</b>	<b>85.34%</b>	<b>19,451,882.49</b>	<b>18,640,956.85</b>	<b>810,925.64</b>	<b>4.17%</b>
<b>Fund 02 Surplus (Deficit):</b>	<b>-2,582,260.10</b>	<b>444,060.02</b>	<b>3,026,320.12</b>	<b>117.20%</b>	<b>-10,164,716.45</b>	<b>-9,389,880.22</b>	<b>774,836.23</b>	<b>7.62%</b>

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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 03 - SANITARY LANDFILL FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	134,164.56	151,571.83	17,407.27	12.97%	975,855.00	1,071,120.40	95,265.40	9.76%
45 - OTHER REVENUE	8,027.80	110,797.95	102,770.15	1,280.18%	1,249,815.13	192,107.35	-1,057,707.78	-84.63%
<b>Revenue Total:</b>	<b>142,192.36</b>	<b>262,369.78</b>	<b>120,177.42</b>	<b>84.52%</b>	<b>2,225,670.13</b>	<b>1,263,227.75</b>	<b>-962,442.38</b>	<b>-43.24%</b>
<b>Expense</b>								
<b>Department: 030 - LANDFILL</b>								
51 - PERSONNEL	21,566.73	25,193.03	-3,626.30	-16.81%	208,971.05	225,670.25	-16,699.20	-7.99%
52 - CONTRACTUAL	1,344.75	46,681.77	-45,337.02	-3,371.41%	110,357.97	96,403.62	13,954.35	12.64%
53 - GENERAL SERVICES	11,430.94	6,049.10	5,381.84	47.08%	117,640.00	89,332.46	28,307.54	24.06%
54 - MACHINE & EQUIPMENT MAINTENANCE	15,768.76	11,204.67	4,564.09	28.94%	91,328.46	112,154.74	-20,826.28	-22.80%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	1,189,831.07	46,608.09	1,143,222.98	96.08%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	196,619.67	196,619.67	0.00	0.00%
59 - TRANSFER	0.00	0.00	0.00	0.00%	76,432.00	96,642.00	-20,210.00	-26.44%
<b>Department 030 - LANDFILL Total:</b>	<b>50,111.18</b>	<b>89,128.57</b>	<b>-39,017.39</b>	<b>-77.86%</b>	<b>1,991,180.22</b>	<b>863,430.83</b>	<b>1,127,749.39</b>	<b>56.64%</b>
<b>Expense Total:</b>	<b>50,111.18</b>	<b>89,128.57</b>	<b>-39,017.39</b>	<b>-77.86%</b>	<b>1,991,180.22</b>	<b>863,430.83</b>	<b>1,127,749.39</b>	<b>56.64%</b>
<b>Fund 03 Surplus (Deficit):</b>	<b>92,081.18</b>	<b>173,241.21</b>	<b>81,160.03</b>	<b>88.14%</b>	<b>234,489.91</b>	<b>399,796.92</b>	<b>165,307.01</b>	<b>70.50%</b>



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Categor...	June Variance				YTD Variance			
	2022-2023 June Activity	2023-2024 June Activity	Favorable / (Unfavorable)	Variance %	2022-2023 YTD Activity	2023-2024 YTD Activity	Favorable / (Unfavorable)	Variance %
<b>Fund: 04 - AIRPORT FUND</b>								
<b>Revenue</b>								
43 - INTERGOVERNMENTAL	0.00	9,247.93	9,247.93	0.00%	0.00	16,391.87	16,391.87	0.00%
44 - CHARGES FOR SERVICES	8,353.95	8,054.07	-299.88	-3.59%	103,094.89	102,864.71	-230.18	-0.22%
45 - OTHER REVENUE	0.00	0.00	0.00	0.00%	0.00	2,850.00	2,850.00	0.00%
49 - TRANSFER	0.00	0.00	0.00	0.00%	297,325.00	77,091.00	-220,234.00	-74.07%
<b>Revenue Total:</b>	<b>8,353.95</b>	<b>17,302.00</b>	<b>8,948.05</b>	<b>107.11%</b>	<b>400,419.89</b>	<b>199,197.58</b>	<b>-201,222.31</b>	<b>-50.25%</b>
<b>Expense</b>								
<b>Department: 040 - AIRPORT</b>								
51 - PERSONNEL	1,035.74	5,690.01	-4,654.27	-449.37%	7,458.15	52,483.13	-45,024.98	-603.70%
52 - CONTRACTUAL	5,361.96	5,595.58	-233.62	-4.36%	43,307.20	51,942.80	-8,635.60	-19.94%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	671.59	675.91	-4.32	-0.64%
54 - MACHINE & EQUIPMENT MAINTENANCE	450.97	3,822.80	-3,371.83	-747.68%	10,241.70	22,638.23	-12,396.53	-121.04%
55 - CAPITAL OUTLAY	21,596.94	850.00	20,746.94	96.06%	21,596.94	770,477.99	-748,881.05	-3,467.53%
<b>Department 040 - AIRPORT Total:</b>	<b>28,445.61</b>	<b>15,958.39</b>	<b>12,487.22</b>	<b>43.90%</b>	<b>83,275.58</b>	<b>898,218.06</b>	<b>-814,942.48</b>	<b>-978.61%</b>
<b>Expense Total:</b>	<b>28,445.61</b>	<b>15,958.39</b>	<b>12,487.22</b>	<b>43.90%</b>	<b>83,275.58</b>	<b>898,218.06</b>	<b>-814,942.48</b>	<b>-978.61%</b>
<b>Fund 04 Surplus (Deficit):</b>	<b>-20,091.66</b>	<b>1,343.61</b>	<b>21,435.27</b>	<b>106.69%</b>	<b>317,144.31</b>	<b>-699,020.48</b>	<b>-1,016,164.79</b>	<b>-320.41%</b>

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Categor...	2022-2023	2023-2024	June Variance		2022-2023	2023-2024	YTD Variance	
	June Activity	June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
<b>Fund: 05 - STORM WATER DRAINAGE FUND</b>								
<b>Revenue</b>								
41 - LICENSES AND PERMITS	764.20	0.00	-764.20	-100.00%	17,787.92	17,968.47	180.55	1.02%
44 - CHARGES FOR SERVICES	83,394.20	83,841.28	447.08	0.54%	752,036.03	750,428.37	-1,607.66	-0.21%
45 - OTHER REVENUE	3,522.66	4,741.89	1,219.23	34.61%	26,427.56	44,327.94	17,900.38	67.73%
<b>Revenue Total:</b>	<b>87,681.06</b>	<b>88,583.17</b>	<b>902.11</b>	<b>1.03%</b>	<b>796,251.51</b>	<b>812,724.78</b>	<b>16,473.27</b>	<b>2.07%</b>
<b>Expense</b>								
<b>Department: 050 - STORM WATER DRAINAGE</b>								
52 - CONTRACTUAL	715.74	4,943.75	-4,228.01	-590.72%	109,998.84	66,830.90	43,167.94	39.24%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	29,110.12	800.00	28,310.12	97.25%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	65,469.58	-65,469.58	0.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	603.79	675.00	-71.21	-11.79%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	402,561.00	406,640.00	-4,079.00	-1.01%
59 - TRANSFER	0.00	0.00	0.00	0.00%	228,491.00	265,727.00	-37,236.00	-16.30%
<b>Department 050 - STORM WATER DRAINAGE Total:</b>	<b>715.74</b>	<b>4,943.75</b>	<b>-4,228.01</b>	<b>-590.72%</b>	<b>770,764.75</b>	<b>806,142.48</b>	<b>-35,377.73</b>	<b>-4.59%</b>
<b>Expense Total:</b>	<b>715.74</b>	<b>4,943.75</b>	<b>-4,228.01</b>	<b>-590.72%</b>	<b>770,764.75</b>	<b>806,142.48</b>	<b>-35,377.73</b>	<b>-4.59%</b>
<b>Fund 05 Surplus (Deficit):</b>	<b>86,965.32</b>	<b>83,639.42</b>	<b>-3,325.90</b>	<b>-3.82%</b>	<b>25,486.76</b>	<b>6,582.30</b>	<b>-18,904.46</b>	<b>-74.17%</b>



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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 07 - HOTEL OCCUPANCY TAX FUND</b>								
<b>Revenue</b>								
40 - TAXES	89,071.33	82,972.38	-6,098.95	-6.85%	581,977.18	621,357.91	39,380.73	6.77%
44 - CHARGES FOR SERVICES	10,760.00	11,135.95	375.95	3.49%	37,802.49	30,300.95	-7,501.54	-19.84%
45 - OTHER REVENUE	5,307.28	7,390.85	2,083.57	39.26%	34,517.82	58,463.75	23,945.93	69.37%
<b>Revenue Total:</b>	<b>105,138.61</b>	<b>101,499.18</b>	<b>-3,639.43</b>	<b>-3.46%</b>	<b>654,297.49</b>	<b>710,122.61</b>	<b>55,825.12</b>	<b>8.53%</b>
<b>Expense</b>								
<b>Department: 070 - TOURISM</b>								
51 - PERSONNEL	5,171.20	5,623.14	-451.94	-8.74%	47,213.36	50,259.77	-3,046.41	-6.45%
52 - CONTRACTUAL	14,272.69	1,359.09	12,913.60	90.48%	72,961.45	67,851.69	5,109.76	7.00%
53 - GENERAL SERVICES	0.00	25.99	-25.99	0.00%	542.61	438.97	103.64	19.10%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	99,552.50	101,350.00	-1,797.50	-1.81%
58 - GRANT DISBURSEMENTS	54,877.88	24,602.81	30,275.07	55.17%	207,089.67	160,362.73	46,726.94	22.56%
<b>Department 070 - TOURISM Total:</b>	<b>74,321.77</b>	<b>31,611.03</b>	<b>42,710.74</b>	<b>57.47%</b>	<b>427,359.59</b>	<b>380,263.16</b>	<b>47,096.43</b>	<b>11.02%</b>
<b>Expense Total:</b>	<b>74,321.77</b>	<b>31,611.03</b>	<b>42,710.74</b>	<b>57.47%</b>	<b>427,359.59</b>	<b>380,263.16</b>	<b>47,096.43</b>	<b>11.02%</b>
<b>Fund 07 Surplus (Deficit):</b>	<b>30,816.84</b>	<b>69,888.15</b>	<b>39,071.31</b>	<b>126.79%</b>	<b>226,937.90</b>	<b>329,859.45</b>	<b>102,921.55</b>	<b>45.35%</b>

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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 08 - DEBT SERVICE FUND</b>								
<b>Revenue</b>								
40 - TAXES	991.05	1,529.31	538.26	54.31%	263,517.27	302,746.97	39,229.70	14.89%
45 - OTHER REVENUE	296.51	108.92	-187.59	-63.27%	2,209.78	1,101.97	-1,107.81	-50.13%
49 - TRANSFER	0.00	0.00	0.00	0.00%	823,850.00	0.00	-823,850.00	-100.00%
<b>Revenue Total:</b>	<b>1,287.56</b>	<b>1,638.23</b>	<b>350.67</b>	<b>27.24%</b>	<b>1,089,577.05</b>	<b>303,848.94</b>	<b>-785,728.11</b>	<b>-72.11%</b>
<b>Expense</b>								
<b>Department: 080 - DEBT SERVICE</b>								
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	300.00	300.00	0.00	0.00%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	900,050.00	917,175.00	-17,125.00	-1.90%
<b>Department 080 - DEBT SERVICE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>900,350.00</b>	<b>917,475.00</b>	<b>-17,125.00</b>	<b>-1.90%</b>
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>900,350.00</b>	<b>917,475.00</b>	<b>-17,125.00</b>	<b>-1.90%</b>
<b>Fund 08 Surplus (Deficit):</b>	<b>1,287.56</b>	<b>1,638.23</b>	<b>350.67</b>	<b>27.24%</b>	<b>189,227.05</b>	<b>-613,626.06</b>	<b>-802,853.11</b>	<b>-424.28%</b>



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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June 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	0.00	0.00	0.00%	4,308.75	1,982.50	-2,326.25	-53.99%
43 - INTERGOVERNMENTAL	0.00	26,224.00	26,224.00	0.00%	1,134,262.95	1,039,552.55	-94,710.40	-8.35%
44 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00%	3,090.63	0.00	-3,090.63	-100.00%
45 - OTHER REVENUE	27,348.45	34,603.74	7,255.29	26.53%	392,302.45	295,748.67	-96,553.78	-24.61%
49 - TRANSFER	0.00	0.00	0.00	0.00%	1,384,897.00	1,416,292.00	31,395.00	2.27%
<b>Revenue Total:</b>	<b>27,348.45</b>	<b>60,827.74</b>	<b>33,479.29</b>	<b>122.42%</b>	<b>2,918,861.78</b>	<b>2,753,575.72</b>	<b>-165,286.06</b>	<b>-5.66%</b>
<b>Expense</b>								
<b>Department: 402 - STREET MAINTENANCE</b>								
55 - CAPITAL OUTLAY	482,682.76	945.00	481,737.76	99.80%	2,627,968.77	1,617,450.09	1,010,518.68	38.45%
<b>Department 402 - STREET MAINTENANCE Total:</b>	<b>482,682.76</b>	<b>945.00</b>	<b>481,737.76</b>	<b>99.80%</b>	<b>2,627,968.77</b>	<b>1,617,450.09</b>	<b>1,010,518.68</b>	<b>38.45%</b>
<b>Department: 501 - PARKS &amp; RECREATION</b>								
55 - CAPITAL OUTLAY	0.00	2,250.00	-2,250.00	0.00%	988,984.00	2,250.00	986,734.00	99.77%
<b>Department 501 - PARKS &amp; RECREATION Total:</b>	<b>0.00</b>	<b>2,250.00</b>	<b>-2,250.00</b>	<b>0.00%</b>	<b>988,984.00</b>	<b>2,250.00</b>	<b>986,734.00</b>	<b>99.77%</b>
<b>Expense Total:</b>	<b>482,682.76</b>	<b>3,195.00</b>	<b>479,487.76</b>	<b>99.34%</b>	<b>3,616,952.77</b>	<b>1,619,700.09</b>	<b>1,997,252.68</b>	<b>55.22%</b>
<b>Fund 10 Surplus (Deficit):</b>	<b>-455,334.31</b>	<b>57,632.74</b>	<b>512,967.05</b>	<b>112.66%</b>	<b>-698,090.99</b>	<b>1,133,875.63</b>	<b>1,831,966.62</b>	<b>262.43%</b>

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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 11 - CHILD SAFETY FUND</b>								
<b>Revenue</b>								
42 - FINES AND FORFEITURES	74.11	274.84	200.73	270.85%	1,852.81	2,490.96	638.15	34.44%
45 - OTHER REVENUE	39.15	56.80	17.65	45.08%	277.88	459.19	181.31	65.25%
<b>Revenue Total:</b>	<b>113.26</b>	<b>331.64</b>	<b>218.38</b>	<b>192.81%</b>	<b>2,130.69</b>	<b>2,950.15</b>	<b>819.46</b>	<b>38.46%</b>
<b>Fund 11 Total:</b>	<b>113.26</b>	<b>331.64</b>	<b>218.38</b>	<b>192.81%</b>	<b>2,130.69</b>	<b>2,950.15</b>	<b>819.46</b>	<b>38.46%</b>



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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 12 - COURT TECHNOLOGY FUND</b>								
<b>Revenue</b>								
42 - FINES AND FORFEITURES	1,060.25	1,541.55	481.30	45.39%	9,362.16	11,639.47	2,277.31	24.32%
45 - OTHER REVENUE	110.61	190.70	80.09	72.41%	726.71	1,457.21	730.50	100.52%
<b>Revenue Total:</b>	<b>1,170.86</b>	<b>1,732.25</b>	<b>561.39</b>	<b>47.95%</b>	<b>10,088.87</b>	<b>13,096.68</b>	<b>3,007.81</b>	<b>29.81%</b>
<b>Expense</b>								
<b>Department: 120 - COURT TECHNOLOGY</b>								
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	2,063.25	-2,063.25	0.00%
<b>Department 120 - COURT TECHNOLOGY Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>2,063.25</b>	<b>-2,063.25</b>	<b>0.00%</b>
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>2,063.25</b>	<b>-2,063.25</b>	<b>0.00%</b>
<b>Fund 12 Surplus (Deficit):</b>	<b>1,170.86</b>	<b>1,732.25</b>	<b>561.39</b>	<b>47.95%</b>	<b>10,088.87</b>	<b>11,033.43</b>	<b>944.56</b>	<b>9.36%</b>

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Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 13 - PUBLIC SAFETY FUND</b>								
<b>Revenue</b>								
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	3,369.07	7,280.60	3,911.53	116.10%
45 - OTHER REVENUE	279.46	283.84	4.38	1.57%	2,890.31	2,293.59	-596.72	-20.65%
<b>Revenue Total:</b>	<b>279.46</b>	<b>283.84</b>	<b>4.38</b>	<b>1.57%</b>	<b>6,259.38</b>	<b>9,574.19</b>	<b>3,314.81</b>	<b>52.96%</b>
<b>Expense</b>								
<b>Department: 130 - PUBLIC SAFETY</b>								
52 - CONTRACTUAL	1,778.80	625.15	1,153.65	64.86%	3,543.40	1,460.15	2,083.25	58.79%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	29,019.90	0.00	29,019.90	100.00%
<b>Department 130 - PUBLIC SAFETY Total:</b>	<b>1,778.80</b>	<b>625.15</b>	<b>1,153.65</b>	<b>64.86%</b>	<b>32,563.30</b>	<b>1,460.15</b>	<b>31,103.15</b>	<b>95.52%</b>
<b>Expense Total:</b>	<b>1,778.80</b>	<b>625.15</b>	<b>1,153.65</b>	<b>64.86%</b>	<b>32,563.30</b>	<b>1,460.15</b>	<b>31,103.15</b>	<b>95.52%</b>
<b>Fund 13 Surplus (Deficit):</b>	<b>-1,499.34</b>	<b>-341.31</b>	<b>1,158.03</b>	<b>77.24%</b>	<b>-26,303.92</b>	<b>8,114.04</b>	<b>34,417.96</b>	<b>130.85%</b>



Prior-Year Comparative Income Statement

For the Period Ending 06/30/2024

Item 26.

Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 20 - TAX INCREMENT FINANCING FUND</b>								
<b>Revenue</b>								
40 - TAXES	38,025.81	11,653.36	-26,372.45	-69.35%	551,088.08	488,287.63	-62,800.45	-11.40%
45 - OTHER REVENUE	1,979.47	5,513.95	3,534.48	178.56%	16,522.15	43,140.72	26,618.57	161.11%
49 - TRANSFER	0.00	0.00	0.00	0.00%	133,917.00	0.00	-133,917.00	-100.00%
<b>Revenue Total:</b>	<b>40,005.28</b>	<b>17,167.31</b>	<b>-22,837.97</b>	<b>-57.09%</b>	<b>701,527.23</b>	<b>531,428.35</b>	<b>-170,098.88</b>	<b>-24.25%</b>
<b>Expense</b>								
<b>Department: 205 - TAX INCREMENT FINANCING</b>								
59 - TRANSFER	0.00	0.00	0.00	0.00%	823,850.00	0.00	823,850.00	100.00%
<b>Department 205 - TAX INCREMENT FINANCING Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>823,850.00</b>	<b>0.00</b>	<b>823,850.00</b>	<b>100.00%</b>
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>823,850.00</b>	<b>0.00</b>	<b>823,850.00</b>	<b>100.00%</b>
<b>Fund 20 Surplus (Deficit):</b>	<b>40,005.28</b>	<b>17,167.31</b>	<b>-22,837.97</b>	<b>-57.09%</b>	<b>-122,322.77</b>	<b>531,428.35</b>	<b>653,751.12</b>	<b>534.45%</b>

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2024

Item 26.

Categor...	2022-2023	2023-2024	June Variance	Variance %	2022-2023	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 79 - SEDA</b>								
<b>Revenue</b>								
40 - TAXES	56,321.44	62,836.33	6,514.89	11.57%	560,671.58	579,645.30	18,973.72	3.38%
45 - OTHER REVENUE	4,668.07	5,068.34	400.27	8.57%	37,709.58	45,811.97	8,102.39	21.49%
<b>Revenue Total:</b>	<b>60,989.51</b>	<b>67,904.67</b>	<b>6,915.16</b>	<b>11.34%</b>	<b>598,381.16</b>	<b>625,457.27</b>	<b>27,076.11</b>	<b>4.52%</b>
<b>Expense</b>								
<b>Department: 790 - SEDA</b>								
51 - PERSONNEL	24,028.17	24,925.90	-897.73	-3.74%	224,539.23	232,326.87	-7,787.64	-3.47%
52 - CONTRACTUAL	1,955.46	13,678.88	-11,723.42	-599.52%	68,802.07	84,517.17	-15,715.10	-22.84%
53 - GENERAL SERVICES	143.33	253.60	-110.27	-76.93%	6,030.15	4,423.38	1,606.77	26.65%
54 - MACHINE & EQUIPMENT MAINTENANCE	163.21	55.00	108.21	66.30%	2,204.24	3,173.83	-969.59	-43.99%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	118.69	-118.69	0.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	60.72	0.00	60.72	100.00%
58 - GRANT DISBURSEMENTS	229,774.12	354.35	229,419.77	99.85%	421,512.83	96,023.22	325,489.61	77.22%
59 - TRANSFER	0.00	0.00	0.00	0.00%	0.00	30,000.00	-30,000.00	0.00%
<b>Department 790 - SEDA Total:</b>	<b>256,064.29</b>	<b>39,267.73</b>	<b>216,796.56</b>	<b>84.66%</b>	<b>723,149.24</b>	<b>450,583.16</b>	<b>272,566.08</b>	<b>37.69%</b>
<b>Expense Total:</b>	<b>256,064.29</b>	<b>39,267.73</b>	<b>216,796.56</b>	<b>84.66%</b>	<b>723,149.24</b>	<b>450,583.16</b>	<b>272,566.08</b>	<b>37.69%</b>
<b>Fund 79 Surplus (Deficit):</b>	<b>-195,074.78</b>	<b>28,636.94</b>	<b>223,711.72</b>	<b>114.68%</b>	<b>-124,768.08</b>	<b>174,874.11</b>	<b>299,642.19</b>	<b>240.16%</b>
<b>Total Surplus (Deficit):</b>	<b>-3,914,009.52</b>	<b>64,916.21</b>	<b>3,978,925.73</b>	<b>101.66%</b>	<b>-7,704,356.54</b>	<b>-3,734,680.17</b>	<b>3,969,676.37</b>	<b>51.53%</b>



**Fund Summary**

Fund	2022-2023		June Variance		2022-2023		YTD Variance	
	June Activity	2023-2024 June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	2023-2024 YTD Activity	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	-912,189.63	-814,054.00	98,135.63	10.76%	2,426,340.18	4,369,332.21	1,942,992.03	80.08%
02 - WATER AND WASTEWA...	-2,582,260.10	444,060.02	3,026,320.12	117.20%	-10,164,716.45	-9,389,880.22	774,836.23	7.62%
03 - SANITARY LANDFILL FU...	92,081.18	173,241.21	81,160.03	88.14%	234,489.91	399,796.92	165,307.01	70.50%
04 - AIRPORT FUND	-20,091.66	1,343.61	21,435.27	106.69%	317,144.31	-699,020.48	-1,016,164.79	-320.41%
05 - STORM WATER DRAINA...	86,965.32	83,639.42	-3,325.90	-3.82%	25,486.76	6,582.30	-18,904.46	-74.17%
07 - HOTEL OCCUPANCY TAX ...	30,816.84	69,888.15	39,071.31	126.79%	226,937.90	329,859.45	102,921.55	45.35%
08 - DEBT SERVICE FUND	1,287.56	1,638.23	350.67	27.24%	189,227.05	-613,626.06	-802,853.11	-424.28%
10 - CAPITAL PROJECTS FUND	-455,334.31	57,632.74	512,967.05	112.66%	-698,090.99	1,133,875.63	1,831,966.62	262.43%
11 - CHILD SAFETY FUND	113.26	331.64	218.38	192.81%	2,130.69	2,950.15	819.46	38.46%
12 - COURT TECHNOLOGY F...	1,170.86	1,732.25	561.39	47.95%	10,088.87	11,033.43	944.56	9.36%
13 - PUBLIC SAFETY FUND	-1,499.34	-341.31	1,158.03	77.24%	-26,303.92	8,114.04	34,417.96	130.85%
20 - TAX INCREMENT FINANC...	40,005.28	17,167.31	-22,837.97	-57.09%	-122,322.77	531,428.35	653,751.12	534.45%
79 - SEDA	-195,074.78	28,636.94	223,711.72	114.68%	-124,768.08	174,874.11	299,642.19	240.16%
<b>Total Surplus (Deficit):</b>	<b>-3,914,009.52</b>	<b>64,916.21</b>	<b>3,978,925.73</b>	<b>101.66%</b>	<b>-7,704,356.54</b>	<b>-3,734,680.17</b>	<b>3,969,676.37</b>	<b>51.53%</b>



# STAFF REPORT

**SUBJECT:** Quarterly Investment Report for the Period Ending June 30, 2024

**DEPARTMENT:** Finance

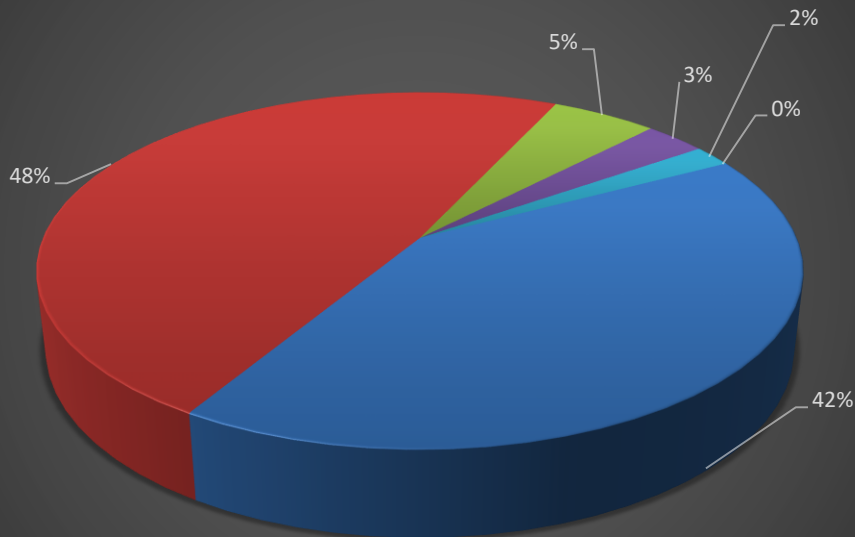
**STAFF CONTACT:** Monica Harris

**BACKGROUND:**

The City of Stephenville’s total market value of cash and investments on June 30, 2024, was \$50,859,722. This is allocated 5% in demand accounts, 3% in cash/money market accounts, 2% in Certificates of Deposits, 42% in TexStar investment pool, and 48% in TexPool investment pool.

We earned \$677K in interest for the quarter. The average yield to maturity for all account types for the quarter was 5.14%. The average yield to maturity for investment accounts for the quarter was 5.43%. The average yield to maturity for a 3-month treasury bill for the quarter was 5.25%. The weighted average maturity in days of the portfolio was 3.22 days.

### City Portfolio By Investment



■ TexStar ■ TexPool ■ Demand Accounts ■ Cash/Money Market ■ Certificates of Deposit ■ US Treasuries





**Quarterly Investment Report  
For the Quarter Ending  
June 30, 2024**

City of Stephenville, Texas  
Quarterly Investment Report  
June 30, 2024  
Portfolio Summary Management Report

<u>Portfolio as of March 31, 2024:</u>		<u>Portfolio as of June 30, 2024</u>	
Beginning Book Value	\$ 56,215,180	Ending Book Value	\$ 50,861,261
Beginning Market Value	\$ 56,213,234	Ending Market Value	\$ 50,859,722
		Total Income for Quarter	\$ 677,534
		Change in Book Value	\$ (5,353,919)
		Change in Market Value	\$ (5,353,512)
		Net Change in Value	\$ 407

<b>Average Yield to Maturity for period - Total</b>	5.14%
<b>Average Yield to Maturity for period - Non-Demand</b>	5.43%
<b>3 Month Treasury Average April 2024</b>	5.25%
<b>Weighted Average Maturity in Days</b>	3.22

*/s/ Monica D. Harris*

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

*/s/ Rebecca Pingleton*

Rebecca Pingleton  
Assistant Director of Finance  
City of Stephenville



City of Stephenville, TX  
Investment Report  
6/30/2024

Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Accrued Interest Purchased	Interest Earned April 2024	Interest Earned May 2024	Interest Earned June 2024	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
<b>Pooled Cash</b>																	
6/30/2024	7/1/2024	N/A	Demand	2,464,091.83	1.500%	100.000	1.500%	2,464,091.83		3,402.02	2,175.90	2,116.59	7,694.51	2,464,091.83	26,282.27	100.0000	2,464,091.83
<b>Sub Total</b>				<u>2,464,091.83</u>				<u>2,464,091.83</u>		<u>3,402.02</u>	<u>2,175.90</u>	<u>2,116.59</u>	<u>7,694.51</u>	<u>2,464,091.83</u>	<u>26,282.27</u>		<u>2,464,091.83</u>
<b>General Fund</b>																	
6/30/2024	7/1/2024	N/A	Texpool	7,857,047.85	5.350%	100.000	5.350%	7,857,047.85		45,928.08	48,790.25	36,915.35	131,633.68	7,857,047.85	316,449.21	100.0000	7,857,047.85
6/30/2024	7/1/2024	N/A	TexSTAR	4,668,681.64	5.320%	100.000	5.320%	4,668,681.64		20,092.23	20,860.92	20,291.12	61,244.27	4,668,681.64	182,220.91	100.0000	4,668,681.64
6/30/2024	7/1/2024	N/A	Pershing	1,533,101.56	0.000%	100.000	0.000%	1,533,101.56		-	-	-	-	1,533,101.56	-	100.0000	1,533,101.56
2/15/2023	10/16/2023	23322GE86	CD	-	0.000%	100.000	0.000%	-		-	-	-	-	-	463.15	0.0000	-
2/17/2023	11/17/2023	92023CAC7	CD	-	0.000%	100.000	0.000%	-		-	-	-	-	-	1,530.08	0.0000	-
2/23/2023	2/23/2024	130162AV2	CD	-	0.000%	100.000	0.000%	-		-	-	-	-	-	4,817.77	0.0000	-
8/14/2023	1/16/2024	06418CKJ4	CD	-	0.000%	100.000	0.000%	-		-	-	-	-	-	3,662.93	0.0000	-
8/15/2023	3/15/2024	36733QAA8	CD	-	5.200%	100.000	0.000%	-		-	-	-	-	-	5,794.09	0.0000	-
8/16/2023	5/16/2024	75524KQX5	CD	-	0.000%	100.000	0.000%	-		1,057.19	528.60	-	1,585.79	-	8,034.66	0.0000	-
12/29/2023	4/29/2024	163897AT8	CD	-	5.250%	100.000	5.250%	-		986.71	1,071.61	1,037.06	3,095.38	-	4,299.24	0.0000	-
12/29/2023	6/28/2024	201313BR3	CD	-	0.000%	100.000	0.000%	-		1,016.92	-	-	1,016.92	-	6,169.31	0.0000	-
12/29/2023	9/30/2024	843879ET0	CD	245,000.00	5.000%	100.000	5.000%	245,000.00		1,006.85	1,050.82	915.23	2,972.90	245,000.00	6,208.90	99.8620	244,661.90
12/28/2023	12/27/2024	89841MAX5	CD	245,000.00	5.150%	100.000	5.150%	245,000.00		1,037.06	1,040.41	1,006.85	3,084.32	245,000.00	6,429.73	99.8340	244,593.30
1/4/2024	1/3/2025	587379AW8	CD	245,000.00	4.850%	100.000	4.850%	245,000.00		976.65	1,009.19	976.65	2,962.49	245,000.00	5,827.31	99.6850	244,228.25
1/5/2024	7/5/2024	31034RKG9	CD	245,000.00	5.000%	100.000	5.000%	245,000.00		1,006.85	1,040.41	1,006.85	3,054.11	245,000.00	5,973.97	99.9910	244,977.95
2/9/2023	12/15/2023	91282CBA8	US Treasury	-	0.000%	96.194	0.125%	-	19.23	-	-	-	-	-	25.61	0.0000	-
<b>Sub Total</b>				<u>15,038,831.05</u>				<u>15,038,831.05</u>		<u>73,108.54</u>	<u>75,392.21</u>	<u>62,149.11</u>	<u>210,649.86</u>	<u>15,038,831.05</u>	<u>557,906.87</u>		<u>15,037,292.45</u>
<b>Water/Wastewater</b>																	
6/30/2024	7/1/2024	N/A	Texpool	2,165,317.93	5.350%	100.000	5.350%	2,165,317.93		9,333.55	9,690.27	9,412.81	28,436.63	2,165,317.93	143,971.05	100.0000	2,165,317.93
6/30/2024	7/1/2024	N/A	TexSTAR	1,730,799.76	5.320%	100.000	5.320%	1,730,799.76		18,557.62	16,419.24	11,901.47	46,878.33	1,730,799.76	121,720.69	100.0000	1,730,799.76
6/30/2024	7/1/2024	N/A	TexSTAR	3,196,744.14	5.320%	100.000	5.320%	3,196,744.14		13,757.57	14,283.89	13,893.75	41,935.21	3,196,744.14	228,834.22	100.0000	3,196,744.14
6/30/2024	7/1/2024	N/A	TexSTAR	10,264,166.66	5.320%	100.000	5.320%	10,264,166.66		46,683.33	45,336.88	44,619.90	136,640.11	10,264,166.66	472,839.86	100.0000	10,264,166.66
<b>Sub Total</b>				<u>17,357,028.49</u>				<u>17,357,028.49</u>		<u>88,332.07</u>	<u>85,730.28</u>	<u>79,827.93</u>	<u>253,890.28</u>	<u>17,357,028.49</u>	<u>967,365.82</u>		<u>17,357,028.49</u>
<b>Landfill</b>																	
6/30/2024	7/1/2024	N/A	Texpool	2,615,554.06	5.350%	100.000	5.350%	2,615,554.06		9,590.02	10,022.11	10,797.95	30,410.08	2,615,554.06	89,577.35	100.0000	2,615,554.06
<b>Sub Total</b>				<u>2,615,554.06</u>				<u>2,615,554.06</u>		<u>9,590.02</u>	<u>10,022.11</u>	<u>10,797.95</u>	<u>30,410.08</u>	<u>2,615,554.06</u>	<u>89,577.35</u>		<u>2,615,554.06</u>
<b>Storm Drainage</b>																	
6/30/2024	7/1/2024	N/A	Texpool	787,682.29	5.350%	100.000	5.350%	787,682.29		2,494.05	2,500.04	3,185.88	8,179.97	787,682.29	29,702.62	100.0000	787,682.29
6/30/2024	7/1/2024	N/A	Texpool	361,975.23	5.350%	100.000	5.350%	361,975.23		1,211.74	1,410.29	1,556.01	4,178.04	361,975.23	14,625.32	100.0000	361,975.23
6/30/2024	7/1/2024	N/A	Demand	31,842.82	0.000%	100.000	0.000%	31,842.82		-	-	-	-	31,842.82	-	100.0000	31,842.82
<b>Sub Total</b>				<u>1,181,500.34</u>				<u>1,181,500.34</u>		<u>3,705.79</u>	<u>3,910.33</u>	<u>4,741.89</u>	<u>12,358.01</u>	<u>1,181,500.34</u>	<u>44,327.94</u>		<u>1,181,500.34</u>
<b>Hotel Occupancy Tax</b>																	
6/30/2024	7/1/2024	N/A	Texpool	1,614,543.47	5.350%	100.000	5.350%	1,614,543.47		6,266.05	6,523.94	7,121.76	19,911.75	1,614,543.47	56,129.78	100.0000	1,614,543.47
6/30/2024	7/1/2024	N/A	Texpool	63,045.83	5.350%	100.000	5.350%	63,045.83		172.96	222.69	269.09	664.74	63,045.83	2,333.97	100.0000	63,045.83
<b>Sub Total</b>				<u>1,677,589.30</u>				<u>1,677,589.30</u>		<u>6,439.01</u>	<u>6,746.63</u>	<u>7,390.85</u>	<u>20,576.49</u>	<u>1,677,589.30</u>	<u>58,463.75</u>		<u>1,677,589.30</u>
<b>Child Safety</b>																	
6/30/2024	7/1/2024	N/A	Texpool	13,237.27	5.350%	100.000	5.350%	13,237.27		52.61	54.81	56.80	164.22	13,237.27	459.19	100.0000	13,237.27
<b>Sub Total</b>				<u>13,237.27</u>				<u>13,237.27</u>		<u>52.61</u>	<u>54.81</u>	<u>56.80</u>	<u>164.22</u>	<u>13,237.27</u>	<u>459.19</u>		<u>13,237.27</u>
<b>Court Technology</b>																	
6/30/2024	7/1/2024	N/A	Texpool	44,924.17	5.350%	100.000	5.350%	44,924.17		169.30	177.04	190.70	537.04	44,924.17	1,457.21	100.0000	44,924.17
<b>Sub Total</b>				<u>44,924.17</u>				<u>44,924.17</u>		<u>169.30</u>	<u>177.04</u>	<u>190.70</u>	<u>537.04</u>	<u>44,924.17</u>	<u>1,457.21</u>		<u>44,924.17</u>
<b>Public Safety</b>																	
6/30/2024	7/1/2024	N/A	Texpool	64,630.51	5.350%	100.000	5.350%	64,630.51		253.90	265.43	283.84	803.17	64,630.51	2,293.59	100.0000	64,630.51
<b>Sub Total</b>				<u>64,630.51</u>				<u>64,630.51</u>		<u>253.90</u>	<u>265.43</u>	<u>283.84</u>	<u>803.17</u>	<u>64,630.51</u>	<u>2,293.59</u>		<u>64,630.51</u>
<b>SEDA</b>																	
6/30/2024	7/1/2024	N/A	Texpool	1,179,185.39	5.350%	100.000	5.350%	1,179,185.39		4,828.27	4,999.66	5,068.34	14,896.27	1,179,185.39	45,811.97	100.0000	1,179,185.39
<b>Sub Total</b>				<u>1,179,185.39</u>				<u>1,179,185.39</u>		<u>4,828.27</u>	<u>4,999.66</u>	<u>5,068.34</u>	<u>14,896.27</u>	<u>1,179,185.39</u>	<u>45,811.97</u>		<u>1,179,185.39</u>
<b>Debt Service</b>																	
6/30/2024	7/1/2024	N/A	Demand	95,695.54	1.500%	100.000	1.500%	95,695.54		110.55	125.38	108.92	344.85	95,695.54	1,101.97	100.0000	95,695.54
<b>Sub Total</b>				<u>95,695.54</u>				<u>95,695.54</u>		<u>110.55</u>	<u>125.38</u>	<u>108.92</u>	<u>344.85</u>	<u>95,695.54</u>	<u>1,101.97</u>		<u>95,695.54</u>
<b>Employee Benefit</b>																	
6/30/2024	7/1/2024	N/A	Demand	133,124.66	1.500%	100.000	1.500%	133,124.66		75.07	128.91	197.61	401.59	133,124.66	799.84	100.0000	133,124.66
<b>Sub Total</b>				<u>133,124.66</u>				<u>133,124.66</u>		<u>75.07</u>	<u>128.91</u>	<u>197.61</u>	<u>401.59</u>	<u>133,124.66</u>	<u>799.84</u>		<u>133,124.66</u>

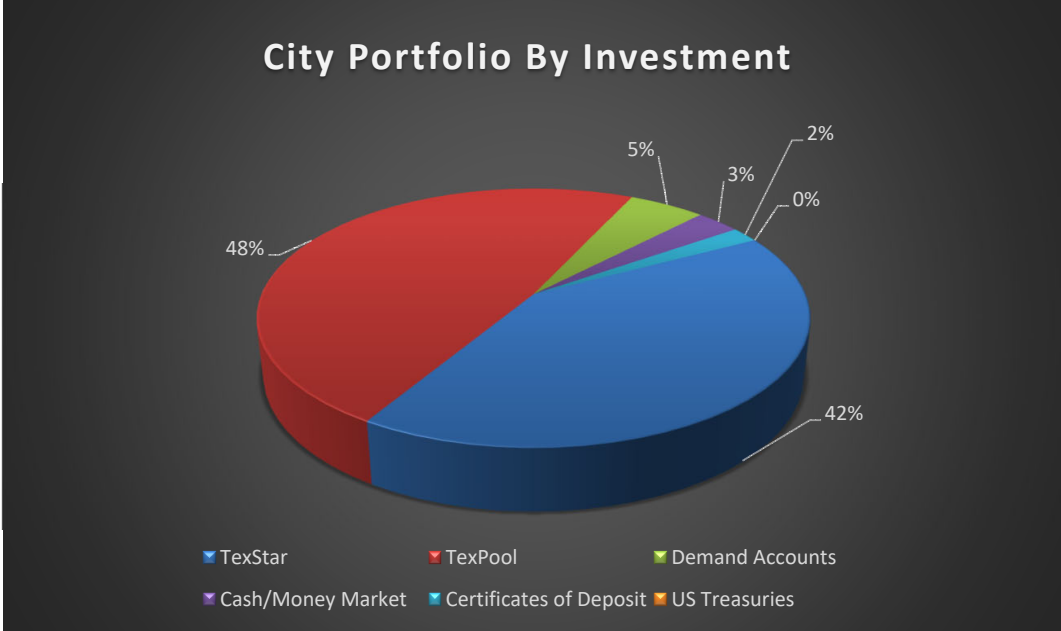
City of Stephenville, TX  
 Investment Report  
 6/30/2024

Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Accrued Interest Purchased	Interest Earned April 2024	Interest Earned May 2024	Interest Earned June 2024	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
<b>Capital Projects</b>																	
6/30/2024	7/1/2024	N/A	Texpool	6,521,862.12	5.350%	100.0000	5.350%	6,521,862.12		30,504.31	32,909.98	29,423.01	92,837.30	6,521,862.12	248,916.00	100.0000	6,521,862.12
6/30/2024	7/1/2024	N/A	TexSTAR	1,205,583.40	5.320%	100.0000	5.320%	1,205,583.40		5,555.10	5,326.22	5,180.73	16,062.05	1,205,583.40	47,032.83	100.0000	1,205,583.40
<b>Sub Total</b>				<u>7,727,445.52</u>				<u>7,727,445.52</u>		<u>36,059.41</u>	<u>38,236.20</u>	<u>34,603.74</u>	<u>108,899.35</u>	<u>7,727,445.52</u>	<u>295,948.83</u>		<u>7,727,445.52</u>
<b>Tax Increment Financing</b>																	
6/30/2024	7/1/2024	N/A	Texpool	1,268,422.49	5.350%	100.0000	5.350%	1,268,422.49		4,931.98	5,461.90	5,513.95	15,907.83	1,268,422.49	43,140.72	100.0000	1,268,422.49
<b>Sub Total</b>				<u>1,268,422.49</u>				<u>1,268,422.49</u>		<u>4,931.98</u>	<u>5,461.90</u>	<u>5,513.95</u>	<u>15,907.83</u>	<u>1,268,422.49</u>	<u>43,140.72</u>		<u>1,268,422.49</u>
<b>Grand Total</b>				<u>50,861,260.62</u>				<u>50,861,260.62</u>		<u>231,058.54</u>	<u>233,426.79</u>	<u>213,048.22</u>	<u>677,533.55</u>	<u>50,861,260.62</u>	<u>2,134,937.32</u>		<u>50,859,722.02</u>



**City of Stephenville  
Investment Diversification  
For Quarter Ending June 30, 2024**

<u>Investments</u>	<u>Par Value</u>	<u>Market Value</u>	<u>% of Portfolio</u>	<u>Avg Yield</u>
TexStar	21,065,975.60	21,065,975.60	41.42%	5.24%
TexPool	24,557,428.61	24,557,428.61	48.28%	5.26%
Demand Accounts	2,692,912.03	2,692,912.03	5.29%	1.40%
Cash/Money Market	1,564,944.38	1,564,944.38	3.08%	0.00%
Certificates of Deposit	980,000.00	978,461.40	1.93%	6.06%
US Treasuries	0.00	0.00	0.00%	0.00%
	<b>50,861,260.62</b>	<b>50,859,722.02</b>	<b>100.00%</b>	



City of Stephenville, TX  
**Consolidated Yield Worksheet**  
 For the Quarter Ending June 30, 2024

<u>April</u>	<u>Average Monthly Balance</u>	<u>Net Monthly Earnings</u>	<u>Average Monthly Rate</u>
Brokered CD's	1,468,030.20	7,088.23	5.79%
US Treasuries	-	-	0.00%
Cash/Money Market	1,054,111.32	-	0.00%
Demand - Operating	2,713,873.27	3,402.02	1.50%
Demand - Others	151,101.76	185.62	1.47%
Texpool	26,551,138.09	115,736.82	5.23%
TexSTAR	23,997,209.23	104,645.85	5.23%
<b>Totals for January</b>	<b>55,935,463.87</b>	<b>231,058.54</b>	<b>4.96%</b>
<u>May</u>			
Brokered CD's	1,223,064.50	5,741.04	5.63%
US Treasuries	-	-	0.00%
Cash/Money Market	1,311,617.03	-	0.00%
Demand - Operating	1,548,038.44	2,175.90	1.69%
Demand - Others	188,074.78	254.29	1.62%
Texpool	27,203,217.11	123,028.41	5.43%
TexSTAR	19,509,270.52	102,227.15	6.29%
<b>Totals for February</b>	<b>50,983,282.38</b>	<b>233,426.79</b>	<b>5.49%</b>
<u>June</u>			
Brokered CD's	978,461.40	4,942.64	6.06%
US Treasuries	-	-	0.00%
Cash/Money Market	1,564,944.38	-	0.00%
Demand - Operating	1,785,031.81	2,116.59	1.42%
Demand - Others	267,179.76	306.53	1.38%
Texpool	25,041,945.99	109,795.49	5.26%
TexSTAR	21,967,041.34	95,886.97	5.24%
<b>Totals for March</b>	<b>51,604,604.68</b>	<b>213,048.22</b>	<b>4.95%</b>





**REGULAR CITY COUNCIL MEETING**

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

**MINUTES**

The City Council of the City of Stephenville, Texas, convened on Tuesday, July 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:** Council Member LeAnn Durfey  
Council Member Gerald Cook  
Council Member Dean Parr  
Council Member David Baskett  
Council Member Brandon Greenhaw  
Council Member Alan Nix

**COUNCIL ABSENT:** Mayor Doug Svien  
Council Member Lon Reisman  
Council Member Maddie Smith

**OTHERS ATTENDING:** Jason M. King, City Manager  
Randy Thomas, City Attorney  
Sarah Lockenour, City Secretary

**CALL TO ORDER**

Mayor Pro Tem David Baskett called the Regular City Council meeting to order at 5:30 PM.

**PLEDGES OF ALLEGIANCE**

Council Member Dean Parr led the pledges to the flags of the United States and the State of Texas.

**INVOCATION**

Curt Plaxco, Stephenville Minister's Alliance voiced the invocation.

**PRESENTATIONS**

**Upbeat Crusaders**

Presentation by Debby Watson, Rhea Marrs, Janice Wyatt, and Donna Wesson over their 501C3 organization the Upbeat Crusaders.

### **CITIZENS GENERAL DISCUSSION**

No one addressed the Council at this time.

### **REGULAR AGENDA**

**1. Consider Approval of Selection of Local Newspaper for Legal Publications Pursuant to Section 2051.049 of the Government Code**

City Manager Jason King presented this item.

Paul Gaudette from the Dublin Citizen addressed the Council regarding the paper and their projected involvement.

MOTION by Alan Nix, second by Brandon Greenhaw, to approve the selection of the Dublin Citizen as the Local Newspaper for Legal Publications pursuant to Section 2051.049 of the Government Code. MOTION CARRIED unanimously.

**2. Reallocation of Funds for Chamberlin Improvements Project**

City Manager Jason King presented this item.

MOTION by Alan Nix, second by LeAnn Durfey, to approve the reallocation of funds in the amount of \$300,000.00 for Chamberlin Improvements Project as presented. MOTION CARRIED unanimously.

**3. Consider Emergency Repairs to Cedar Street**

Public Works Director Nick Williams presented this item.

Heavy rains earlier this year on May 30th and 31st caused the asphalt pavement to be lifted and washed off of Cedar Street. The city Street Department crew responded and has made temporary repairs to keep Cedar Steet open and passable. Enclosed below are photographs of the damage sustained after the rain events.

The city has requested several quotes, but has received only two estimates with the lowest estimate from Cruz Hernandez Concrete Construction Company for \$42,688.00. The work would provide a concrete cap allowing the pavement to function as a low-water crossing, similar to the Long Street low water crossing, and would ensure the pavement will remain in place during and after high-flow events.

The FY 23-24 budget allocated \$50,000 in the Stormwater Maintenance account. Approximately \$49,200 remains this FY leaving \$6,512 for annual maintenance.

Staff recommends acceptance of the estimate from Cruz Hernandez Concrete Construction Company for emergency repairs to Cedar Street following the significant rain events on May 30th -31st .

MOTION by LeAnn Durfey, second by Gerald Cook, to approve the emergency repairs to Cedar Street to be completed by Cruz Hernandez Concrete Construction Company. MOTION CARRIED unanimously.

### **PLANNING AND ZONING COMMISSION**

Steve Killen, Director of Development Services

**4. Case No.: RZ2024-008**



**Applicant Tres Property Investments, LLC, is Requesting a Rezone of Property Located at 978 Old Hico Rd, being Parcel R17600, A0196 DUPUY JOHN B, HOUSE: STG & MH SITE, (JR MILLER) of the City of Stephenville, Erath County, Texas from Retail & Commercial (B-2) to Multi-family Residential (R-3)**

City Manager Jason King presented this item.

The property has current zoning of Retail and Commercial with Future Land Use being Retail and Commercial. The applicant is requesting the rezone to construct apartments. R-3 zoning includes single-family, one-two family or multifamily as permitted uses. There are numerous R-3 zoned parcels in the vicinity. Water and sewer are available in Old Hico Rd., and no additional Right-of-Way dedication will be required.

The Planning and Zoning Commission convened for a public hearing on June 19, 2024, and by unanimous vote (7-0) recommended the City Council approve the rezone request.

**5. PUBLIC HEARING**

**Case No.: RZ2024-008**

Mayor Pro Tem opened the Public Hearing at 5:56 PM.

No one spoke in favor or opposition of the rezone.

Mayor Pro Tem closed the Public Hearing at 5:57 PM.

**6. Consider Approval of an Ordinance Rezoning of Property Located at 978 Old Hico Rd, being Parcel R17600, A0196 DUPUY JOHN B, HOUSE: STG & MH SITE, (JR MILLER) of the City of Stephenville, Erath County, Texas from Retail & Commercial (B-2) to Multi-family Residential (R-3)**

MOTION by Brandon Greenhaw, second by Gerald Cook, to approve Ordinance No. 2024-O-16 rezoning the property location at 978 Old Hico Road, being Parcel R17600, A0196 DUPUY JOHN B, HOUSE: STG & MH SITE, (JR MILLER) of the City of Stephenville, Erath County, Texas from Retail & Commercial (B-2) to Multi-family Residential (R-3). MOTION CARRIED unanimously.

**PUBLIC WORKS COMMITTEE**

Alan Nix, Chair

**7. Public Works Committee Report from June 18, 2024**

Public Works Committee Chair Alan Nix gave the Committee Report from June 18, 2024.

*Basin 04-South Sanitary Sewer Basin Evaluation*

A proposal from professional services agreement with Pipeline Analysis, LLC. to perform an Evaluation of Sanitary Sewer Basin 4-South as allocated in the FY23-24 budget was discussed. It was noted that the Basin 4-South evaluation is the basin evaluation in the collection system and the proposed amount to evaluate Basin 4-South is just under the budgeted amount of \$61,000.

Following discussion, a motion was made by Mr. Baskett, seconded by Mr. Cook, to recommend to the full council the approval of the professional services agreement to Pipeline Analysis as presented.

The committee voted unanimously to recommend approval of the proposed professional services agreement with Pipeline Analysis, LLC. to perform an Evaluation of Sanitary Sewer Basin 4-S as allocated in the FY23-24 budget

**8. Consider Approval of Basin 4-South Sanitary Sewer Evaluation**

MOTION by Alan Nix, second by Brandon Greenhaw, to approve the Basin 4-South Sanitary Sewer Evaluation with Pipeline Analysis in the amount of \$61,000. MOTION CARRIED unanimously.

**DEVELOPMENT SERVICES COMMITTEE**

Gerald Cook, Chair

**9. Development Services Committee Report from June 18, 2024**

Development Services Committee Chair Gerald Cook gave the Committee Report from June 18, 2024.

*Discussion Of B-2 Zoning District Permitted and Conditional Uses*

Jason King, City Manager, briefed the Committee on current uses of the Retail and Commercial District which preclude automobile paint and body repairs shops as permitted use with the Retail and Commercial District. The Committee considered the option of possibly allowing automobile paint and body repairs as a conditional use within the district. After discussion, the Committee unanimously opted to conduct further research with staff before bringing a recommendation to the City Council.

*Consider Approval of Proposed Revisions To Section 155.6.20.H.1 Of The Subdivision Ordinance*

Steve Killen, Director of Development Services, briefed the Committee stating the proposed revisions were to correct a discrepancy between the ordinance relating to park land dedication fees and the city's annually adopted fee schedule. The proposed revision removes the reference to fee amounts from the Subdivision Ordinance and establishes the adopted fee schedule for services as the source.

The Committee, by unanimous vote, opted to recommend the proposed revisions as presented in the staff report to the full City Council.

**10. Consider Approval of Ordinance Revising Section 155.6.20.H.1 of the Subdivision Ordinance**

MOTION y Gerald Cook, second by Alan Nix, to approve Ordinance No. 2024-O-17 Revising Section 155.6.20.H.1 of the Subdivision Ordinance. MOTION CARRIED unanimously.

**NOMINATIONS COMMITTEE**

Maddie Smith, Chair

**11. Nominations Committee Report**

Mayor Pro Tem tabled this item until the August 6, 2024, meeting.

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

Mayor Pro Tem tabled this item until the August 6, 2024, meeting.

**FINANCE COMMITTEE**

David Baskett, Chair

**13. Finance Committee Report from June 18, 2024**

Finance Committee Chair David Baskett gave the Committee Report from June 18, 2024.

***CONSIDER APPROVAL TO PURCHASE CLEARGOV DIGITAL ACFR – CIVIC EDITION***

Staff requested approval of the purchase of the ClearGov Digital ACFR – Civic Edition. The City of Stephenville currently contracts with ClearGov for Transparency, Capital Budgeting, and Digital Budget Book. The Digital Annual Comprehensive Financial Report – Civic Edition will cost \$24,330 for January 1, 2025 to September 30, 2028.

The motion was made and seconded to positively recommend the purchase of the ClearGov Digital ACFR – Civic Edition. The motion passed unanimously.



#### 14. Consider Approval to Purchase ClearGov Digital ACFR – Civic Edition

MOTION by David Baskett, second by Gerald Cook, to approve the purchase of ClearGov Digital ACFR – Civic Edition as presented. MOTION CARRIED unanimously.

#### FINANCIAL REPORTS

Monica Harris, Director of Finance

#### 15. Monthly Budget Report for the Period Ending May 31, 2024

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

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

*Property Tax Collections:* We received \$44K in property taxes in the month of May, resulting in a \$269K increase over the funds collected last fiscal year to date. The amount collected is 100% of the \$7.3 million budget, which is \$73K more than anticipated.

*Sales and Use Tax:* We received \$835K in sales tax in May, resulting in \$154K or 2% more than the funds collected last fiscal year to date. The amount collected is 70% of the \$9.4 million budget, which is \$458K higher than anticipated.

*Revenue (by fund):* Of the \$33.8 million revenue received to date, 58% was received in the General Fund, 24% was received in the Water/Wastewater Fund, 8% was received in the Capital Projects Fund and 3% was received in the Landfill Fund.

*Revenue (budget vs. actual):* We received 77% of the total budgeted revenues through May, which is \$2.8 million more than anticipated due to taxes, building permits, intergovernmental, charges for services, and interest income.

*Revenue (prior year comparison):* We received \$1.4 million less revenue through May than last fiscal year to date due to debt proceeds received in the prior year.

*Expenditures (by fund):* Of the \$37.4 million spent to date, 48% was expended in the Water/Wastewater Fund, 38% was expended in the General Fund, 4% was expended in the Capital Projects Fund, 3% was expended in the Debt Service Fund, 2% was expended in the Storm Fund and 2% was expended in the Landfill Fund.

*Expenditures (budget vs. actual):* We have expended 47% of the total budgeted expenditures through May, which is \$15.2 million less than anticipated due to personnel, contractual, maintenance, capital outlay, and transfers.

*Expenditures (prior year comparison):* We spent \$1.6 million less in expenditures through May than last fiscal year to date due to capital outlay, grant disbursements, and transfers.

*SEDA Revenue Comparison:* SEDA has received an overall 74% of budgeted revenue through May, which is \$20K more than last fiscal year to date and \$77K more than anticipated due to taxes and interest income.

*SEDA Expenditure Comparison:* SEDA has spent an overall 23% of budgeted expenditures through May, which is \$78K less than last fiscal year to date due to grant disbursements and \$750K less than anticipated due to contractual, capital outlay, and grant disbursements.

## **STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT**

### **Jeff Sandford, Executive Director**

SEDA Executive Director Jeff Sandford presented an update to the Council on SEDA travel and recruitment efforts. Mr. Sandford gave a recap of the first year of the Career Club/Academy. Mayor Pro Tem David Baskett presented SEDA with the 2024 Workforce Excellence Award.

## **CONSENT AGENDA**

- 16. Consider Approval of Minutes - June 4, 2024**
- 17. Consider Approval of Minutes - June 19, 2024**
- 18. Consider Approval of Minutes - June 27, 2024**
- 19. Consider Acceptance of the Lockhart Road Improvements Project**
- 20. Consider Approval of SimpleFiber Contract Addendum**

MOTION by Brandon Greenhaw, second by Alan Nix, to approve Consent Agenda items as presented.  
MOTION CARRIED unanimously.

## **COMMENTS BY CITY MANAGER**

- The City will be having a Pre-4<sup>th</sup> of July cookout for all staff July 3<sup>rd</sup> from 11:00-2:00 PM.
- July 4<sup>th</sup> festivities begin downtown at 9:00 am.
- July 8 at 10:30 am is the ground breaking for the Senior Citizen Center at the City Park
- July 18 at 5 PM the City is hosting the Chamber Mixer

## **COMMENTS BY COUNCIL MEMBERS**

## **EXECUTIVE SESSION**

Mayor Pro Tem David Baskett recessed the Regular City Council meeting at 6:27 PM and entered into Executive Session at 6:30 PM.

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

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

Mayor Pro Tem David Baskett adjourned Executive Session at 6:44 PM and reconvened the Regular city Council meeting at 6:46 PM.

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

MOTION by Alan Nix, second by Dean Parr, to approve the proposed salary for the Executive Assistant to the City Manager as discussed in Executive Session. MOTION CARRIED unanimously.

## **ADJOURN**

Mayor Pro Tem David Baskett adjourned the Regular City Council meeting at 6:46 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



## SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street  
Tuesday, July 16, 2024 at 5:30 PM

### MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, July 16, 2024, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Special City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:**

- Mayor Doug Svien
- Council Member LeAnn Durfey
- Council Member Gerald Cook
- Council Member Lonn Reisman
- Council Member Dean Parr
- Council Member Maddie Smith
- Council Member Alan Nix

**COUNCIL ABSENT:**

- Council Member David Baskettt
- Council Member Brandon Greenhaw

**OTHERS ATTENDING:**

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

### CALL TO ORDER

Mayor Svien called the Special Meeting to order at 6:39 PM and recessed to Executive Session at 6:40 PM.

Executive Session was called to order at 6:42 PM by Mayor Doug Svien.

### 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

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



Mayor Svien adjourned Executive Session at 6:55 PM and reconvened the Special City Council meeting at 6:56 PM.

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

MOTION by Alan Nix, second by Gerald Cook, to authorize the City Manager to begin negotiations with realtors as discussed in Executive Session. MOTION CARRIED unanimously.

**ADJOURN**

Mayor Svien adjourned the Special City Council meeting at 6:56:47 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

