



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, November 01, 2022 at 5:30 PM

AGENDA

CALL TO ORDER

PLEDGES OF ALLEGIANCE

INVOCATION

1. PRESENTATIONS AND RECOGNITIONS

[Proclamation](#) for Stephenville Lions Club Centennial Celebration

CITIZENS GENERAL DISCUSSION

[Announcement](#) of Public Meeting for Linebarger Goggan Blair & Sampson, LLP

REGULAR AGENDA

- [1.](#) Consider Adopting Resolution for Landfill Compactor Financing
- [2.](#) Consider Approval of Proposal for Repair of the Lillian 1MG Ground Storage Tank
- [3.](#) Consider Approval to Purchase Budgeted Street Department Dump Truck

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

[4.](#) PUBLIC HEARING

Case No.: RZ2022-016 Applicant Beau Mayo is requesting a rezone of property located at 0 Bates, Parcel R29961, being BLOCK 92; LOT 3 (E PT. OF) of CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial District (I) to Multi-family Residential District (R-3).

- [5.](#) Consider Approval of Ordinance Rezoning Property Located at 0 Bates, Parcel R29961, being Block 92, Lot 3 (E Pt.) of the City Addition to the City of Stephenville, Erath County, Texas from Industrial District (I) to Multi-family Residential District (R-3)

[6.](#) PUBLIC HEARING

Case No.: RZ2022-017 Applicant Beau Mayo is requesting a rezone of property located at 378 Elm, Parcel R28920, being BLOCK 8; LOT 1&2 (E&70) of the CAGE ADDITION to the City of Stephenville, Erath County, Texas from One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3).

- [7.](#) Consider Approval of Ordinance Rezoning Property Located at 378 Elm, Parcel R28920, being Block 8, Lots 1 & 2 (E &70) of the Cage Addition to the City of Stephenville, Erath County, Texas from One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3)

[8.](#) PUBLIC HEARING

Case No.: RZ2022-018 Applicant Beau Mayo is requesting a rezone of property located at 1273 Ivy, Parcel R28921, being BLOCK 8; LOTS 3,4,5,6,7 &8 of the CAGE ADDITION to the City of Stephenville, Erath

County, Texas from One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3).

- [9.](#) Consider Approval of Ordinance Rezoning Property Located at 760 College Farm Rd, Parcel R29950, 0.809 acres out of 5.490 acres, being BLOCK 91; LOT 1 & 3; & BLOCK 88; LOT 2, HOUSE & BARNS, of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial (I) to Multi-family Residential District (R-3).

[10.](#) PUBLIC HEARING

Case No.: RZ2022-019 Applicant Beau Mayo is requesting a rezone of property located at 1275 Ivy, Parcel R28919, being BLOCK 8; LOTS 1&2 (W70 OF 1&2) of the CAGE ADDITION to the City of Stephenville, Erath County, Texas from One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3).

- [11.](#) Consider Approval of Ordinance Rezoning Property Located at 1275 Ivy, Parcel R28919, being BLOCK 8; LOTS 1&2 (W70 of 1&2) of the CAGE ADDITION to the City of Stephenville, Erath County, Texas from One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3)

[12.](#) PUBLIC HEARING

Case No.: RZ2022-021 Applicant Ophelia Mosbey is requesting a rezone of property located at 760 College Farm Rd, Parcel R29950, 0.809 acres out of 5.490 acres, being BLOCK 91; LOT 1 & 3; & BLOCK 88; LOT 2, HOUSE & BARNS, of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial (I) to Multi-family Residential District (R-3).

- [13.](#) Consider Approval of Ordinance Rezoning Property Located at 760 College Farm Rd, Parcel R29950, 0.809 acres out of 5.490 acres, being BLOCK 91; LOT 1 & 3; & BLOCK 88; LOT 2, HOUSE & BARNS, of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial (I) to Multi-family Residential District (R-3).

[14.](#) PUBLIC HEARING

Case No.: RZ2022-024 Applicant Mindy Scrivner is requesting a rezone of property located at 3141 Bob White, Parcel R39977, being BLOCK 1; LOTS 6 & 7; & MH, of the S5530 QUAIL RUN SUBDIVISION to the City of Stephenville, Erath County, Texas from Single Family Residential District (R-1) to Integrated Housing District (R-2.5).

- [15.](#) Consider Approval of Ordinance Rezoning Property Located at 3141 Bob White, Parcel R39977, being BLOCK 1; LOTS 6 & 7; & MH, of the S5530 QUAIL RUN SUBDIVISION to the City of Stephenville, Erath County, Texas from Single Family Residential District (R-1) to Integrated Housing District (R-2.5).

- [16.](#) Consider Approval of Revision to Chapter 154.20.2.K of the City's Zoning Ordinance

DEVELOPMENT SERVICES COMMITTEE

Gerald Cook, Chair

- [17.](#) Development Services Committee Report
- 18. Consider Action Relating to the Multifamily Permitting and Inspection Program Funded for FY 2022-2023

PERSONNEL COMMITTEE

Ricky Thurman, Chair

- [19.](#) Personnel Committee Report
- [20.](#) Consider Approval of Performance Evaluation and Pay Policy

PUBLIC HEALTH AND SAFETY COMMITTEE

Bob Newby, Chair

- [21.](#) Public Health and Safety Committee Report
- [22.](#) Consider a New Contract Award for EMS Billing and Collections

FINANCE COMMITTEE

Justin Haschke, Chair

- [23.](#) Finance Committee Report
- [24.](#) Consider and Possible Action to Enter into a Collection Contract with Linebarger Goggin Blair and Sampson LLP to Collect Delinquent Municipal Court Fines and Fees Pursuant to Article 103.0031 Texas Code of Criminal Procedure
- [25.](#) Consider and Possible action to Adopt a Resolution Authorizing Municipal Court to add a Collection Fee pursuant to Article 103.0031 Texas Code of Criminal Procedure
- [26.](#) Consider and Possible Action to Adopt Memorandum Approving Contract with Linebarger Goggan Blair & Sampson LLP, ie Adopt the "Action Approving Contract"

FINANCIAL REPORTS

Monica Harris, Director of Finance

- [27.](#) Monthly Budget Report and Quarterly Investment Report for the period Ending September 30, 2022

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

CONSENT AGENDA

- [28.](#) Consider Approval to Sell Auction Items
- [29.](#) Consider Approval of Minutes - October 11, 2022 Regular Meeting
- [30.](#) Consider Approval of Minutes - October 18, 2022 Special Meeting
- [31.](#) Consider approval of online and voice response transaction fees for utility billing and court with Tyler Technologies

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

- 32. Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Pearl**
- 33. Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Mod**
- 34. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **Doss Addition**
- 35. Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **City Addition (2 properties)**

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

ADJOURN

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

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

Proclamation of Celebration

WHEREAS, was organized on October 13, 1922 with 16 fully accredited Lions in the cage to make up the Charter; and

WHEREAS, the first consideration of the Club was the street proposition for good graveled streets throughout the City of Stephenville; and

WHEREAS, the Stephenville Lions Club established the “Milk Cow Scholarship” in 1927 for James Earl Rudder while he attended John Tarleton Agricultural College. This scholarship enabled him to stay at Tarleton and complete degree; and

WHEREAS, the Club presented basketballs and backstops to the City’s Recreation Department in 1963. The Club installed a Lion’s head drinking fountain in the Stephenville City Park in 1972; and

WHEREAS, Lions Club International was named as Knights of the Blind in the crusade against darkness by Helen Keller in 1925. The Stephenville Lions Club regularly hosts free vision screenings and collects eyeglasses to further this mission at the local level; and

WHEREAS, the Stephenville Lions Club hosts their annual Spooktacular Race and residential flag program to raise funds for the Club to provide eye exams and glasses to those in need; and

WHEREAS, the Stephenville Lions Club has been serving the upbuilding of this community for over 100 years; and

NOW, THEREFORE, I, Ricky Thurman, Mayor Pro Tem of the City of Stephenville, on behalf of the Stephenville City Council and the residents of the City of Stephenville, do hereby proclaim and celebrate the

100th ANNIVERSARY OF THE STEPHENVILLE LIONS CLUB

And encourage all citizens of the City of Stephenville and Erath County to join us in celebrating 100 years of service from the Stephenville Lions Club!

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Stephenville, Texas to be affixed this 1st day of November 2022.

Ricky Thurman, Mayor Pro Tem

NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of Stephenville will be held on November 1st, 2022 at 5:30 pm in Stephenville Council Chambers in City Hall located at 298 W. Washington, Stephenville, Texas for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent municipal court fees and fines and authorizing the execution of such agreement.

The agreement to be considered is necessary for the delinquent court fees & fines owed to the City of Stephenville to be collected in the most effective manner. The City of Stephenville desire that such delinquent court fees and fines be collected as provided in the Texas Code of Criminal Procedure.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest collection law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has not previously represented the City of Stephenville in the collection of delinquent municipal court fines and fees.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in the Texas Code of Criminal Procedure Article 103.0031. This Article specifically provides for an additional penalty on delinquent court fines and fees to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent a significant additional cost to the City.

Entering into the proposed agreement is in the best interests of the residents of the City of Stephenville because the delinquent taxes will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.



October 28, 2022

Ms. Monica Harris
 Stephenville City Hall
 254-918-1211
mharris@stephenvilletx.gov

Dear Ms. Harris,

Thank you for the opportunity to present the proposed financing for the City of Stephenville. I am submitting for your review the following proposed structure:

ISSUER: City of Stephenville, Texas

FINANCING STRUCTURE: Public Property Finance Contract issued under Local Government Code Section 271.005

EQUIPMENT COST: **\$ 1,189,831.07**

TERM: **7 Annual Pmts**

INTEREST RATE: 5.15% ***Fixed***

PAYMENT AMOUNT: \$ 196,619.67

PAYMENTS BEGINNING: At signing and annually thereafter

Financing for these projects would be simple, fast, and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes non-bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and **rates are valid through November 15th**. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

Blessings,

Drew Whittington
 Client Services
 Direct: 817-722-0212

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

RESOLUTION NO. 2022-R-20

A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING LANDFILL COMPACTOR AND EQUIPMENT.

WHEREAS the City of Stephenville desires to enter into a certain Financing Agreement, by and between Government Capital Corporation and the City of Stephenville, for the purpose of financing Landfill Compactor and Equipment; and

WHEREAS the City of Stephenville desires to designate this Agreement as a "qualified tax-exempt obligation" of the City of Stephenville for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS the City of Stephenville desires to designate the City Manager as an authorized signer of the Agreement.

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

SECTION 1.

That the City of Stephenville enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring Landfill Compactor and Equipment.

SECTION 2.

That the Financing Agreement, by and between the City of Stephenville and Government Capital Corporation is designated by the City of Stephenville as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

SECTION 3.

That the City of Stephenville designates the City Manager, as an authorized signer of the Financing Agreement, by and between the City of Stephenville and Government Capital Corporation.

SECTION 4.

That should the need arise, if applicable, the City will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

PASSED AND APPROVED this the 1st day of November, 2022.

Ricky Thurman, Mayor Pro Tem

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: Lillian 1 MG GST Repair
MEETING: Special Council Meeting - 18 Oct 2022
DEPARTMENT: Public Works - Water
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposal from Texas Aquastore, Inc. of Sherman, Texas to repair the Lillian 1,000,000 gallon (1 MG) Ground Storage Tank (GST) as approved in the adopted FY22-23 budget.

BACKGROUND:

The city maintains a 1 MG GST at the Lillian pump station. The tank is an above ground, glass-lined, bolted steel-panel tank. The tank was installed in 2001 and has developed leaks around some of the caulked joints.

PROPOSAL:

Attached is a quote received from Texas Aquastore, Inc. to perform the necessary repairs to the interior and exterior of the tank. Also attached is a letter from the tank manufacturer (CST Storage) stating Texas Aquastore, Inc. is the exclusive dealer for this tank. The dealer was informed the proposal would be presented to the city council on 10/18/2022 and the confirmed the quoted price is still applicable.

FISCAL IMPACT SUMMARY:

The FY22-23 adopted budget includes \$110,000 for these repairs. This amount is \$7,508.00 under the approved budget.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval of the tank repairs as presented, or
2. Authorize partial repairs, or
3. Recommend an alternate repair company.

ADVANTAGES:

1. Approval allows the tank repairs to be scheduled and performed in a lower-demand season of the year.
2. Texas Aquastore, Inc. installed the tank and is certified to perform maintenance on glass-lined tanks.
3. The proposal is under budget.
4. The city has used Texas Aquastore in the past to perform minor repairs with success.

DISADVANTAGES:

1. No disadvantages have been identified.

ATTACHMENTS:

[2022 10-18 – Texas Aquastore Quote - 2022 09-13](#)

[2022 10-18 – Authorized Dealer Letter - 2021 02-04](#)

February 4, 2021

Attention: To Whom It May Concern

Subject: CST Storage – Reference Projects Texas Aquastore, Inc.

CST Storage Company markets their Aquastore® Glass Fused to Steel tank through an Authorized Dealer Network. This helps to ensure the customer receives the highest quality installed tank available.

Texas Aquastore, Inc. is our exclusive authorized Municipal and Industrial Aquastore® sales dealer and installer in the state of Texas, Oklahoma, Arkansas, New Mexico, Arizona, and Nevada.

As part of the Aquastore® tank warranty and maintenance, Texas Aquastore, Inc. erection crews are factory trained and certified to install Aquastore® Glass Fused to Steel water and wastewater storage tanks per the manufacturer's required specifications and procedures.

If you have any questions regarding the dealer certified erection crews and/or erection procedures, please contact Texas Aquastore, Inc. directly or CST Storage.

Texas Aquastore, Inc.

1422 West Houston Street

Sherman, TX 75092

Phone: (903) 870-5000

Fax: (903) 870-5004

Website: <http://texas-aquastore.com>

Sincerely,

Chris Forbes
Manager of Inside Sales

CST Industries, Inc.

World Headquarters, 903 E 104th Street, Suite 900 | Kansas City, MO 64131 USA

Phone 844-44-TANKS | Fax 913.621.2145

www.cstindustries.com



1422 West Houston Street Sherman, Texas 75092

Phone: (903) 870-5000

Fax: (903) 870-5004

Revised Stephenville, TX PROPOSAL REHAB 05052022-002

TO: City of Stephenville
298 W. Washington
Stephenville, TX 76401
Attention: Danny Boucher
Phone: 254-485-1767
Email: dboucher@stephenville.gov
Submitted by: *Chad Callahan*

DATE: September 13, 2022
PROJECT: Stephenville
MIP# 8011818
Tank Info: 7632 SFWT
TERMS: 50% down payment
50% on completion

QUANTITY	We are pleased to quote you on the following material for acceptance within 15 days:	UNIT PRICE	EXTENSION
1	Option No. 1: Labor & Material to do complete Interior Sidewall and floor sheet rehab. TAI will clean the sidewalls, floor panels and wire brush all sheet edges, apply Manus 75 AM Sealer or 1061 CIM Coating to all sheet edges, touch up any spots on the tank interior sheets.	\$51,798	\$51,798
1	Option No. 2: Labor & Material to do complete exterior sidewall cleaning, minor touch up of any sheets and complete recaulking of all sheet edges, TAI will clean, and wire brush all exterior sheet edges and apply Manus 75 AM Sealer along with push caps for all bolts, & new decals. Will clean mineral deposits best they can.	\$42,083	\$42,083
1	Option No. 3: Labor & Material to clean aluminum roof, reseal around all gusset covers, install new anti-skid and re-install safety cable to center apex.	\$6,711	\$6,711
4	Option No. 4: Supply and install Mag. Anodes price per anode complete with all installation hardware.	\$475.00	\$1,900
	Mobilization included in above pricing. Freight to the Jobsite included in above pricing.	TOTAL	\$102,492
	Supplied by Buyer: <ul style="list-style-type: none"> • Tank to be empty and clean of sediments prior to our arrival. • Taxes, TERO Fees, Bonds & permits if required. • Water cleaning and water testing. • Tank Disinfection • Dumpster for Trash Disposal 		
	Note:		

	<p>If after scraping all the sealer from panel edges, it exposes damage to any sidewall panel that Seller determines cannot be repaired by patching and it requires panel replacement instead, the Seller will advise Buyer of the additional cost to supply replacement panel(s).</p>		
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Accepted for the purchaser: _____

Date: _____ 20_____

ACKNOWLEDGMENT

- a. Acknowledge order immediately by returning duplicate signed by authorized representative.
- b. The entire agreement between the parties consists of the Purchase Order and any documents incorporated by referenced as stated herein and no other acceptance or acknowledgment or other conditions will apply. Amendments, if any, will be made in writing by agreement only and must be signed by both parties.
- c. Failure to secure all necessary licenses, permit, etc., shall be reason for penalty, back charge or cancellation.
- d. In the event Vendor/Subcontractor fails to acknowledge this Purchase Order in accordance with the provisions hereof within ten (10) days from date of Purchase Order, then it shall be deemed canceled, null and void, and incorporated at Contractor's option.

2. SHIPPING

All deliveries must be during regular working hours maintained at the jobsite. No layover time will be paid by Contractor. All shipping charges will be prepaid by Vendor/Subcontractor unless specifically noted to the contrary.

3. PERFORMANCE

Except where specifically noted, Vendor/Subcontractor at his expense shall provide all labor, equipment, tools, and materials necessary to provide the finished product described in this Purchase Order. Orders should be delivered complete and no backorders are acceptable. Vendor/Subcontractor shall immediately notify Contractor of any backordered items. Any added expenses incurred from backordered or omitted items shall be the obligation of the Vendor/Subcontractor. Contractor shall have the option of canceling without penalty any portion of this Purchase Order that is backordered or not delivered for any reason.

4. QUALITY AND DESIGN OF PRODUCT OR SERVICES

Vendor/Subcontractor shall furnish at his expenses any samples, shop drawings, certificates, affidavits, reports, test results or any other written or physical data that may be required by Contractor for the proper acceptance performance hereunder.

5. OWNER APPROVAL

In accordance with the principal contract, this Purchase Order is subject to the approval of the Owner. In the event the Owner disapproves Vendor/Subcontractor for any cause whatsoever, this Purchase Order will immediately become null and void and neither party will have any claim as against the other.

6. INSURANCE

Prior to providing any work or materials, Vendor/Subcontractor will obtain the following insurance and furnish the Contractor with certificates, evidencing it, covering the period Vendor/Subcontractor is performing hereunder, to wit:

- a. Worker's Compensation insurance in accordance with law and Employer's Liability Insurance with the requirements of the principal contract and/or applicable state law or other constituted authority.
- b. Comprehensive Public Liability insurance including protection of Contractor against claims arising out of Vendor/Subcontractor operations. Vendor/Subcontractor shall save and hold Contractor harmless from any and all such claims. Required limits of liability are Bodily Injury - \$500,000/\$1,000,000; Property damage - \$1,000,000 each occurrence.
- c. Comprehensive Automobile Liability Insurance with required limits of liability to be same as limits in (b) above.
- d. Products and completed operations hazard insurance.
- e. All of the above insurance shall provide that the same may not be canceled or charged without ten days prior written notice to the Contractor by certified mail. In the event Vendor/Subcontractor fails to carry the Insurance specified herein above the Contractor may obtain such insurance, charge it to the Vendor/Subcontractor who agrees to furnish all necessary information. Vendor/Subcontractor agrees that the provisions set forth in this paragraph shall be imposed upon, assumed and performed by each of its sub-vendors, sub-sub-vendors, and sub-sub-contractors.

7. CHARGES AND/OR EXTRAS

- a. No changes as to quantities, descriptions, prices, extent of service, etc. shall be made, nor will any charge for extras be allowed unless it has been authorized in writing by Contractor. No charge will be allowed for freight express, cartage, demurrage or other transportation or storage unless agreed to and specified in this order. The amount of this Purchase Order shall include and therefore shall not be increased on account of any charges in the cost of any material, labor, freight storage, existing or future taxes or other charges.
- b. The Contractor may at times, issue written orders to the Vendor/Subcontractor making changes in adding to or subtracting from work to be performed hereunder. The Vendor/Subcontractor shall not deviate from, add to, delete from or make changes in the work required to be performed hereunder, unless so directed by prior written order from Contractor signed by its project manager. Contractor and Vendor/Subcontractor shall negotiate and endeavor to agree in writing to any change in time of performance or in the amount to be paid or the credit to the allowed under this agreement. In the event Contractor and Vendor/Subcontractor are unable to agree, Vendor/Subcontractor nevertheless shall and hereby agrees to proceed with performance as ordered. The questions of change in the amount to be paid or time of performance shall be submitted in the form, manner and within such time as it will enable Contractor to make timely claim thereof from the Owner as prescribed for the presentation of such claim or disputes in the principal contract. If no additional time or compensation is required by Vendor/Subcontractor in writing within 48 hours after receipt of a particular order from Contractor making changes in or adding to work or after a dispute as to work included with is Purchase Order. It shall be construed that there is no additional time or compensation requested or required. In addition, the order will be fully complied with and/or work performed by the Vendor/Subcontractor without any extension or time or additional compensation.

8. COMPLIANCE WITH THE LAW

- a. Vendor/Subcontractor shall comply with all applicable Federal, State, and Local laws and regulations.
- b. Vendor/Subcontractor shall secure and pay for all necessary permits in connection with its work.
- c. This Purchase Order shall take effect and be construed in accordance with the laws of the State of Florida applicable to agreements to be entirely performed with the State, even if the goods or services ordered hereby may be shipped from or delivery is made in, another State or Country.
- d. If any controversy shall arise under this contract, and there is not provision for resolution in the General Contract, then either party hereby may demand arbitration by reference to a Board of Arbitration. It should consist of one person selected by Subcontractor, these two to select a third, and in case these two shall fail to select a third within three days, he shall be named by Architect or his authorized representative. In case either party fails to name an arbitrator within three days after requested to do so, the Engineer, or his authorized representatives, shall name an arbitrator to represent the party so failing to name one. The written decision of any two of this Board shall be final and binding on both parties hereto. Each party shall pay one-half of the expense of arbitration.

9. LIENS AND INDEMNIFICATION: PROOF OF PAYMENT

Vendor/Subcontractor shall give Contractor such proofs, affidavits, releases or other documents reasonably required by Owner or Contractor's counsel evidencing the status of the accounts between Vendor/Subcontractor and Contractor and the status of the accounts between Vendor/Subcontractor and any subcontractor, sub-sub-contractor, material, men or laborer performing labor or services and/or delivering materials in and about the work labor, services and/or material to be provided by Vendor/ Subcontractor under this Purchase Order, which Contractor may require to assist Contractor in meeting requirements of the Mechanics Lien Law of the State of Florida and the Contractor's contract with the Owner to allow or entitle Contractor to a periodic or final payment under the principal contract.

Scheduling of the job may be affected based on the regulations established by the Governor's office concerning COVID-19 guidelines.

Any and all required permits (confined space, building, work, etc.) are to be furnished **by others**. All Texas Aquastore employees are confined space trained. Any disinfection process will be performed **by others** and is not the responsibility of Texas Aquastore Inc.

This quotation is based on **non-prevailing** wages and is valid for sixty days. Any applicable taxes are not included. Payment is due at the time of invoice. Texas Aquastore general terms and conditions will apply.

Any disinfection process will be performed **by others** and is not the responsibility of Texas Aquastore Inc.

Payment Schedule for the above work:

- 50% of contract amount as Down Payment with signed Purchase Order**
- 50% of contract amount do on completion**

It is the responsibility **of others** to provide 360° access around the tank in order to utilize a man lift.

While the work is being performed the tank would have to be taken off line, the water level set at a requested height, and that same height maintained while the work is performed.

While on site, any sacrificial anodes found to have less than 50% life remaining; can be replaced by Texas Aquastore for an additional \$450 each.

“If, during the performance of this contract, the price of an input significantly increases, the price of shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in input price exceeding 2% experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of is delayed, through no fault of contractor, as a result of the shortage or unavailability of an input, contractor shall not be liable for any additional costs or damages associated with such delay(s).”

STAFF REPORT



SUBJECT: Street Dept. Dump Truck
MEETING: Council Meeting - 01 Nov 2022
DEPARTMENT: Public Works – Street
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval to purchase a Dump Truck from Premier Truck Group as approved in the adopted FY22-23 budget.

BACKGROUND:

The city utilizes dump trucks as a core piece of equipment for routine maintenance hauling tree trimmings, rock base, asphalt, ditch excavation, and other materials as well as when sanding roads in preparation for weather events.

PROPOSAL:

Attached is a quote received from Premier Truck Group of Fort Worth, Texas for the purchase of a Freightliner dump truck in the amount of \$108,990.00. The street department has worked with Premier to develop the specifications for the selection of this critical piece of equipment.

FISCAL IMPACT SUMMARY:

The FY22-23 adopted budget includes \$115,000 for the dump truck. The total purchase cost of the machine is \$108,990 leaving a positive balance of \$6,010.

The Purchasing Manager has confirmed the city is able to purchase this equipment through the Tarrant County Cooperative Purchasing Program and adhere to all purchasing requirements.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval of the dump truck as presented, or
2. Purchase the dump truck with financing, or
3. Recommend an alternate dump truck.

ADVANTAGES:

1. The cost is under budget.
2. Approval secures Stephenville's order position in line to initiate the truck construction.
3. Securing the dump truck helps maintain efficient response to street operations.

DISADVANTAGES:

1. No disadvantages have been identified.

ATTACHMENTS:

[2022 11-01 – Premier Truck Group – Dump Truck Quote](#)

Purchase Agreement And Acknowledgement



PREMIER TRUCK GROUP OF FORT WORTH

1804 NE LOOP 820
FORT WORTH TX 76106
Phone: (817) 626-7090

Department: NEW
Contract Date: 10/13/2022
Deal Packet: DE-37450
Branch: 105
Salesperson: Tami Copeland

Item 3.

Bill To: 255300
CITY OF STEPHENVILLE
298 W WASHINGTON ST
STEPHENVILLE TX 76401-4257
P:(254) 918-1223

Ship To:
CITY OF STEPHENVILLE
298 W WASHINGTON ST
STEPHENVILLE, TX 76401-4257

Stock#: VIN:pending New 2024 FREIGHTLINER M2106 Price: \$108,990.00
Includes dump bed from Martin Enterprise per quote# Q22082

Total Price \$108,990.00
Total \$108,990.00
Net Total \$108,990.00

Per specifications dated 10/13/2022

Estimated chassis build is 2rd quarter 2023.

Pricing matches Tarrant County contract 2022-072, of which City of Stephenville is a cooperative partner.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE SELLER, FOR THE STATED PRICE THE NEW TRUCK(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW TRUCK OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE DATE



STAFF REPORT

SUBJECT: Case No.: RZ2022-016

Applicant Beau Mayo is requesting a rezone of property located at 0 Bates, Parcel R29961, being BLOCK 92; LOT 3 (E PT. OF) of CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial District (I) to Multi-family Residential District (R-3).

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

RECOMMENDATION:

The Planning and Zoning Commission convened on October 19, 2022, and by a vote of 4-1, recommended the City Council approve the rezone request.

BACKGROUND:

The rezone is requested for a future multifamily project.

PROPERTY PROFILE:



Sec. 154.05.6. Multiple family residential district (R-3).

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

5.6.B Permitted Uses.

- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing, or failing to prohibit residential use of a dwelling in this district by more than three unrelated individuals;
- (2) Two-to-four family dwellings, with each family limited as in division (1) above;
- (3) Multiple family dwellings, with each family limited as in division (1) above; Student living complexes will be subject to a variance request for units designed to occupy more than three unrelated students per unit;
- (4) Assisted living center;
- (5) Convalescent, nursing or long term-care facility;
- (6) Retirement housing complex;
- (7) Accessory buildings;
- (8) Churches, temples, mosques and related facilities;
- (9) Community home;
- (10) Park or playground;
- (11) SISD school—public;
- (12) Bed and breakfast/boarding house;
- (13) Group day care home;
- (14) Registered family home;
- (15) Day care center; and
- (16) Fraternity or sorority house.

5.6.C Conditional Uses.

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

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

(D) Multiple family dwellings.

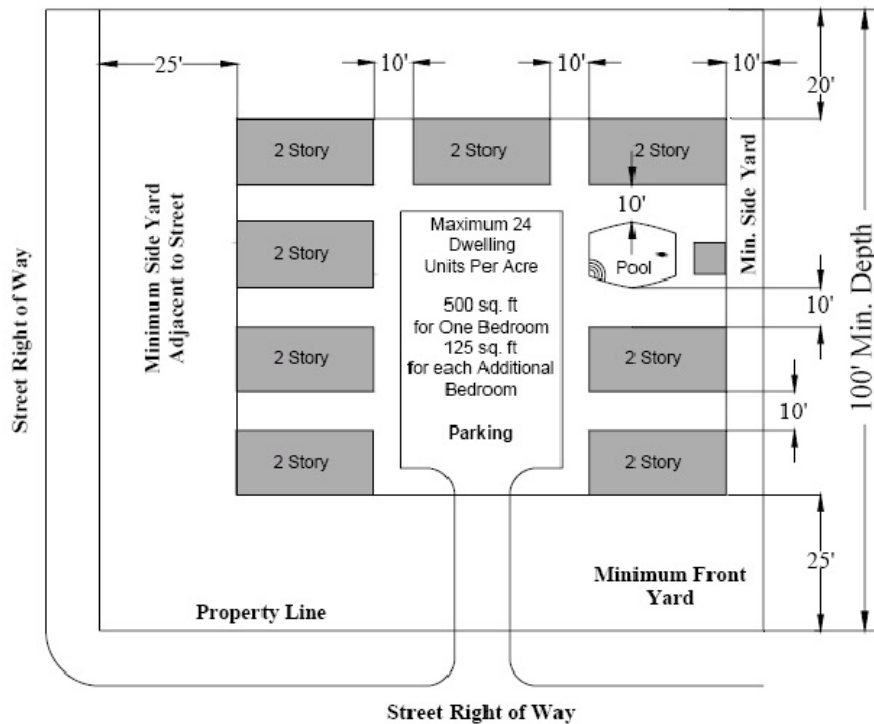
- (1) Minimum lot area: maximum density of 24 dwelling units per acre, which includes parking, access and all other area improvements.
- (2) Minimum lot depth: 100 feet.
- (3) Minimum depth of front setback: 25 feet.
- (4) Minimum depth of rear setback: 20 feet.
- (5) Minimum width of side setback:
 - (a) Internal lot: ten feet.
 - (b) Corner lot: 25 feet from intersecting side street.
- (6) Building size: Minimum area of each dwelling unit: 500 ft² for one bedroom or less plus 125 ft² of floor area for each additional bedroom.
- (7) Maximum height of structures: 35 feet.
- (8) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is

set back from each yard line at least one foot for each two feet additional height above the height limit in this district.

Height, Area, Yard and Lot Coverage Requirements Multiple-Family Dwelling

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

Multiple Family Dwelling



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

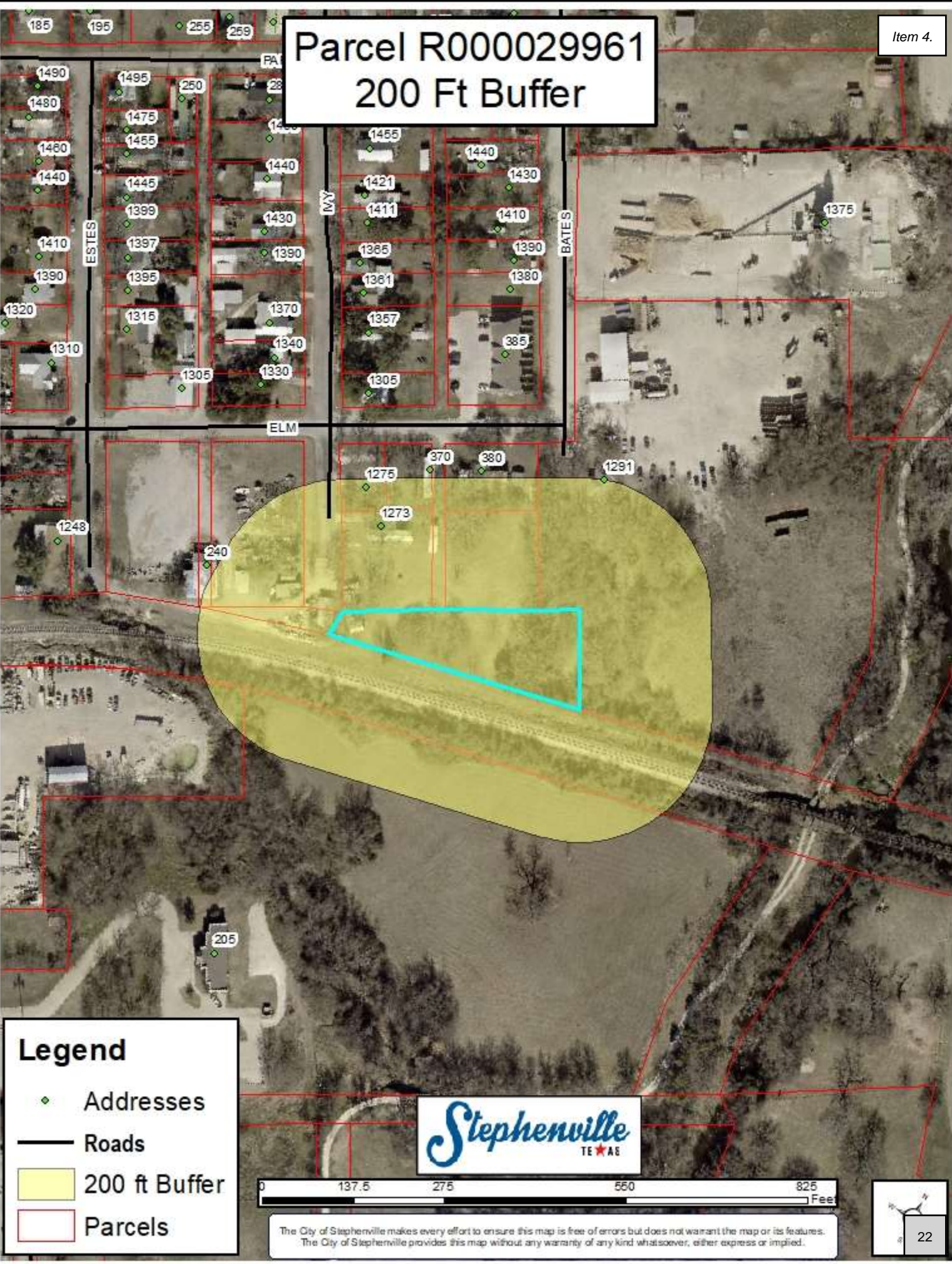
FACTORS TO CONSIDER:

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

ALTERNATIVES:

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

Parcel R000029961 200 Ft Buffer



Legend

- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



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

Parcel R000029961 Current Zoning - IND Industrial



Legend

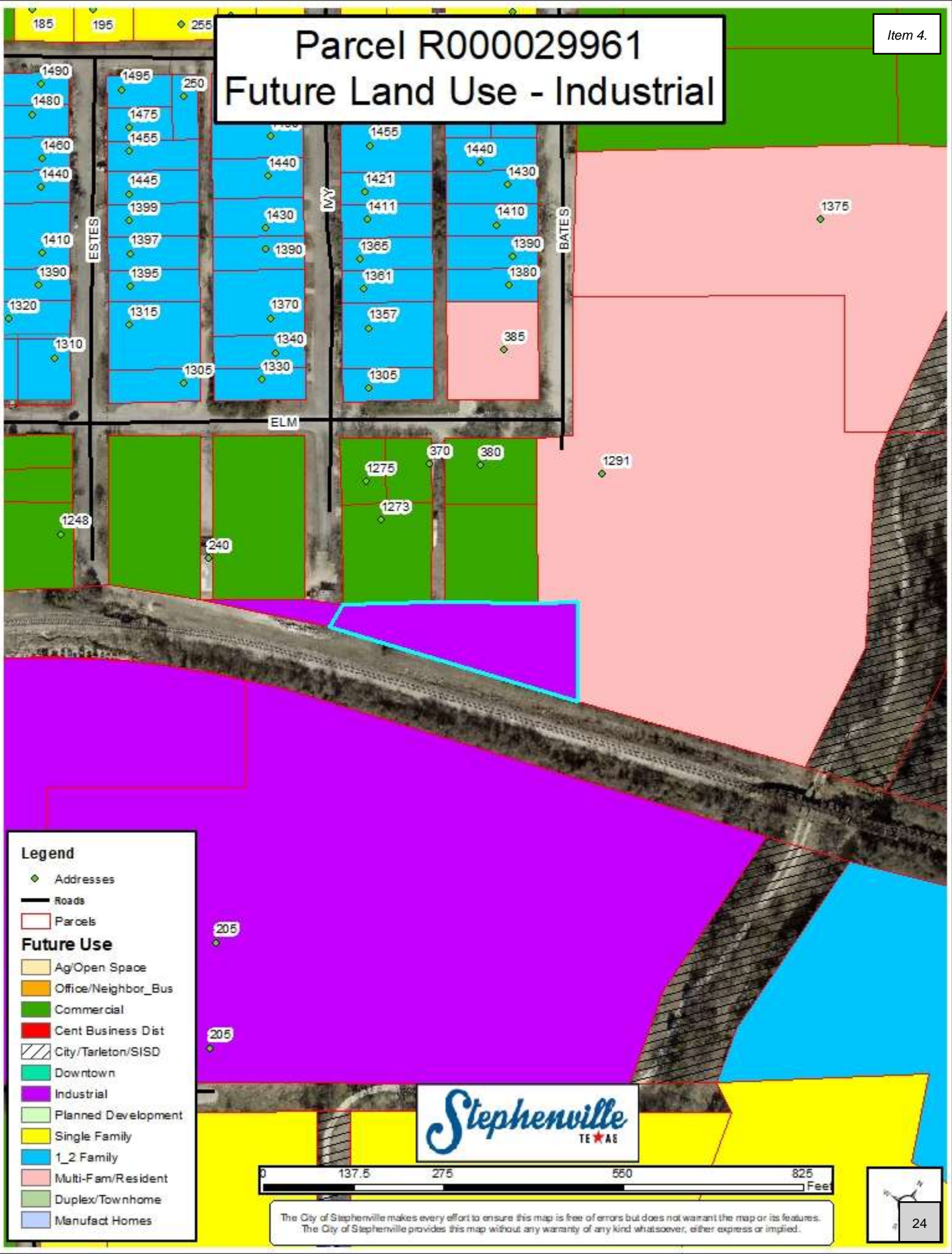
- ◆ Addresses
- Roads
- ▭ Parcels
- ZONING**
- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- ▨ CTS - City, Tarellon, School
- DT - Downtown
- IND - Industrial
- PD - Planned Development
- R-1 - Single Family - 7,500
- R-1.5 - Single Family - 8,000
- 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 R000029961 Future Land Use - Industrial

Item 4.



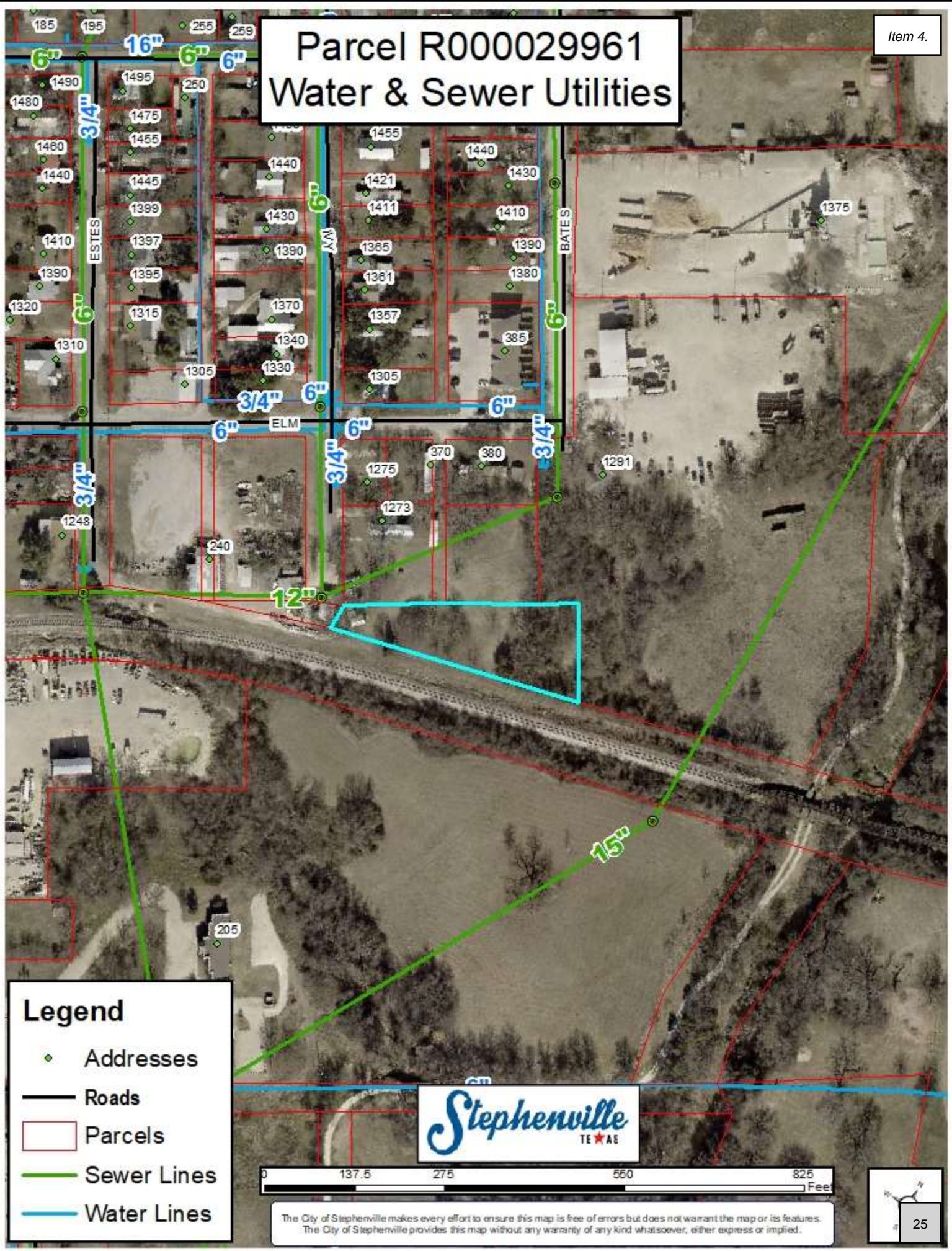
Legend

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



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Parcel R000029961 Water & Sewer Utilities



Legend

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



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Parcel R29961 Address List

Item 4.

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000029966	205 E FREY	CTMS INC	PO BOX 1457	STEPHENVILLE	TX	76401
R000028919	1275 IVY	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028920	378 ELM	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000029961	0 BATES	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028921	1273 IVY	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000014966	0 N PADDOCK & VANDERBILT	FORT WORTH & WESTERN RAILROAD	6300 RIDGLEA PLACE STE 1200	FORT WORTH	TX	76116-5738
R000028860	240 E ELM	HALE BETTY RUTH	1248 N ESTES	STEPHENVILLE	TX	76401-0000
R000029962	0 IVY	HALE BETTY RUTH	1248 N ESTES	STEPHENVILLE	TX	76401-0000
R000029960	1291 BATES	IESI TX CORPORATION	PO BOX 819	IOWA PARK	TX	76367-0819
R000029963	1111 N GRAHAM	RAITZ ENTERPRISES INC DBA U.S. SAND & GRAVEL	1111 N GRAHAM ST	STEPHENVILLE	TX	76401
R000028924	380 E ELM	VEST HAZEL & BILLY RAY VEST JR	380 E ELM	STEPHENVILLE	TX	76401

ORDINANCE NO. 2022-O-33

AN ORDINANCE REZONING THE LAND DESCRIBED FROM INDUSTRIAL DISTRICT (I) TO MULTI-FAMILY RESIDENTIAL DISTRICT (R-3)

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

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

Being Block 92, Lot 3 (E Pt of) of the City Addition to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R29961 in the Erath County Appraisal District Records, located at 0 Bates

is hereby rezoned and the zoning classification changed from the classification of Industrial District (I) to Multi-family Residential District (R-3), in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 1st day of November, 2022.

Ricky Thurman, Mayor Pro Tem

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.: RZ2022-017

Applicant Beau Mayo is requesting a rezone of property located at 378 Elm, Parcel R28920, being BLOCK 8; LOT 1&2 (E&70) of the CAGE ADDITION to the City of Stephenville, Erath County, Texas from One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3).

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

RECOMMENDATION:

The Planning and Zoning Commission convened on October 19, 2022, and by a unanimous vote of 6-0, recommended the City Council approve the rezoning request.

BACKGROUND:

Current zoning for this property is R-2, One and Two Family Residential District. The Future Land Use for this property is designated as B-2, Retail and Commercial District.

The rezone is requested for a future multifamily project.

PROPERTY PROFILE:



Sec. 154.05.6. Multiple family residential district (R-3).

5.6.A Description. This residential district provides for medium to high-density city neighborhood development. The primary land use allows for single-family dwellings, two-to-four family dwelling units, and multiple family housing buildings and complexes platted as one parcel and sole source management. All R-3 zoning will be appropriate to a city-style neighborhood. Recreational, religious and educational uses are also permitted so as to contribute to the natural elements of a convenient, balanced and attractive neighborhood.

Development within this district is intended to be protected from the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

5.6.B Permitted Uses.

- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing, or failing to prohibit residential use of a dwelling in this district by more than three unrelated individuals;
- (2) Two-to-four family dwellings, with each family limited as in division (1) above;
- (3) Multiple family dwellings, with each family limited as in division (1) above; Student living complexes will be subject to a variance request for units designed to occupy more than three unrelated students per unit;
- (4) Assisted living center;
- (5) Convalescent, nursing or long term-care facility;
- (6) Retirement housing complex;
- (7) Accessory buildings;
- (8) Churches, temples, mosques and related facilities;
- (9) Community home;
- (10) Park or playground;
- (11) SISD school—public;
- (12) Bed and breakfast/boarding house;
- (13) Group day care home;
- (14) Registered family home;
- (15) Day care center; and
- (16) Fraternity or sorority house.

5.6.C Conditional Uses.

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

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

(D) Multiple family dwellings.

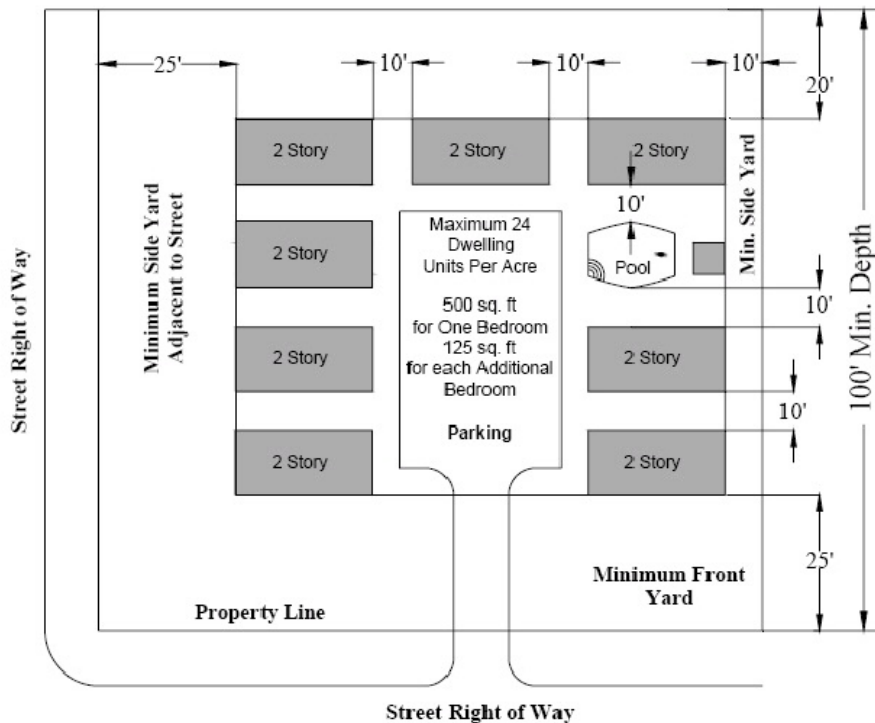
- (1) Minimum lot area: maximum density of 24 dwelling units per acre, which includes parking, access and all other area improvements.
- (2) Minimum lot depth: 100 feet.
- (3) Minimum depth of front setback: 25 feet.
- (4) Minimum depth of rear setback: 20 feet.
- (5) Minimum width of side setback:
 - (a) Internal lot: ten feet.
 - (b) Corner lot: 25 feet from intersecting side street.
- (6) Building size: Minimum area of each dwelling unit: 500 ft² for one bedroom or less plus 125 ft² of floor area for each additional bedroom.

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

Height, Area, Yard and Lot Coverage Requirements
Multiple-Family Dwelling

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

Multiple Family Dwelling



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

FACTORS TO CONSIDER:

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in property location for proposed use?
- Reasonable Use of Property – does proposed change provide reasonable use of property?

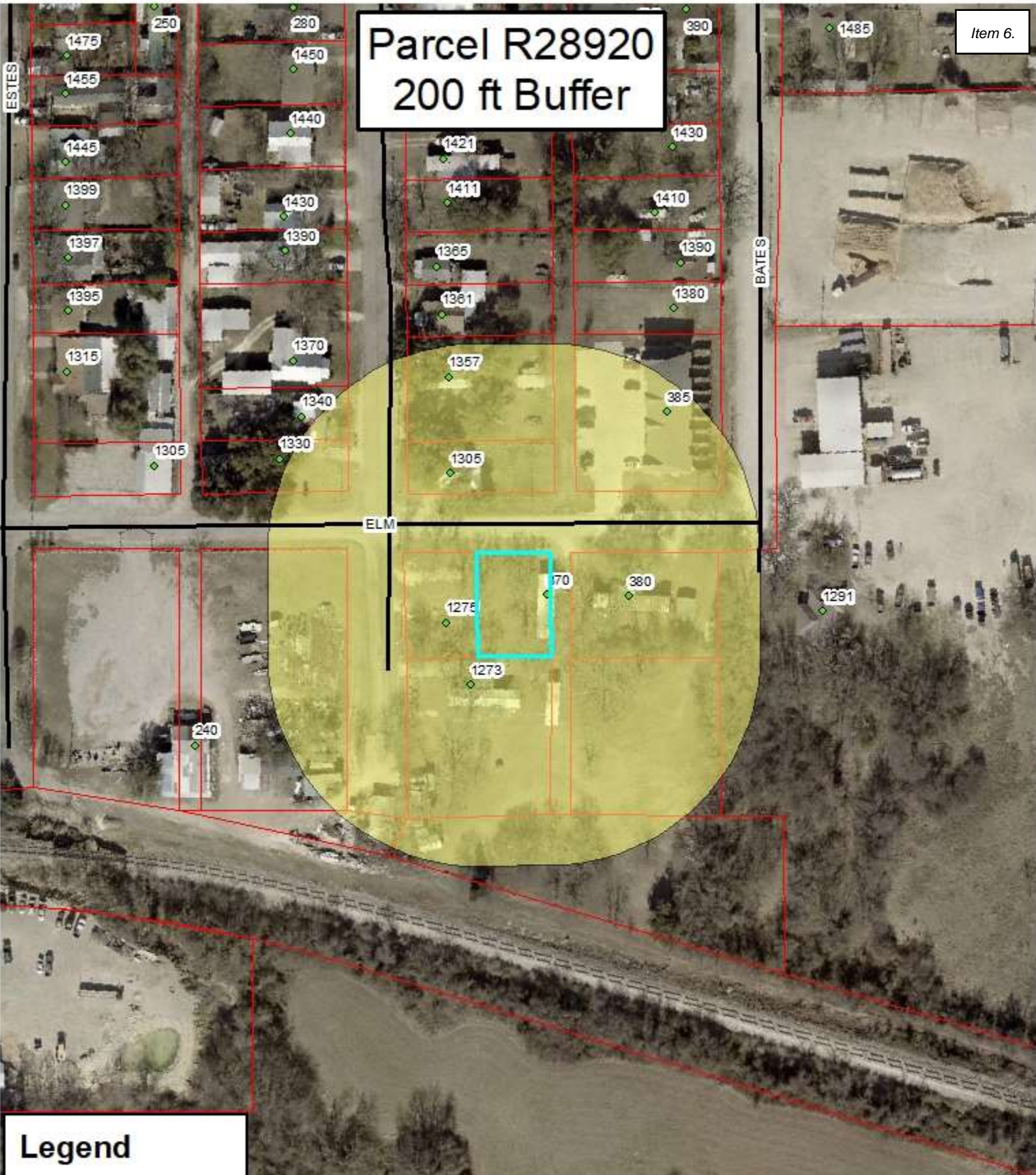
- Zoning has great discretion – deny if applicant has not proven it is in the best interest of City to approve

ALTERNATIVES:

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

Parcel R28920 200 ft Buffer

Item 6.



Legend

- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



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

Parcel R28920 Current Zoning R2 - 1 & 2 Family



Legend

- ◆ Addresses
- Roads
- ▭ Parcels
- ZONING**
- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTC - City, Tarrant, 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 R28920 Future Land Use - Commercial

Item 6.



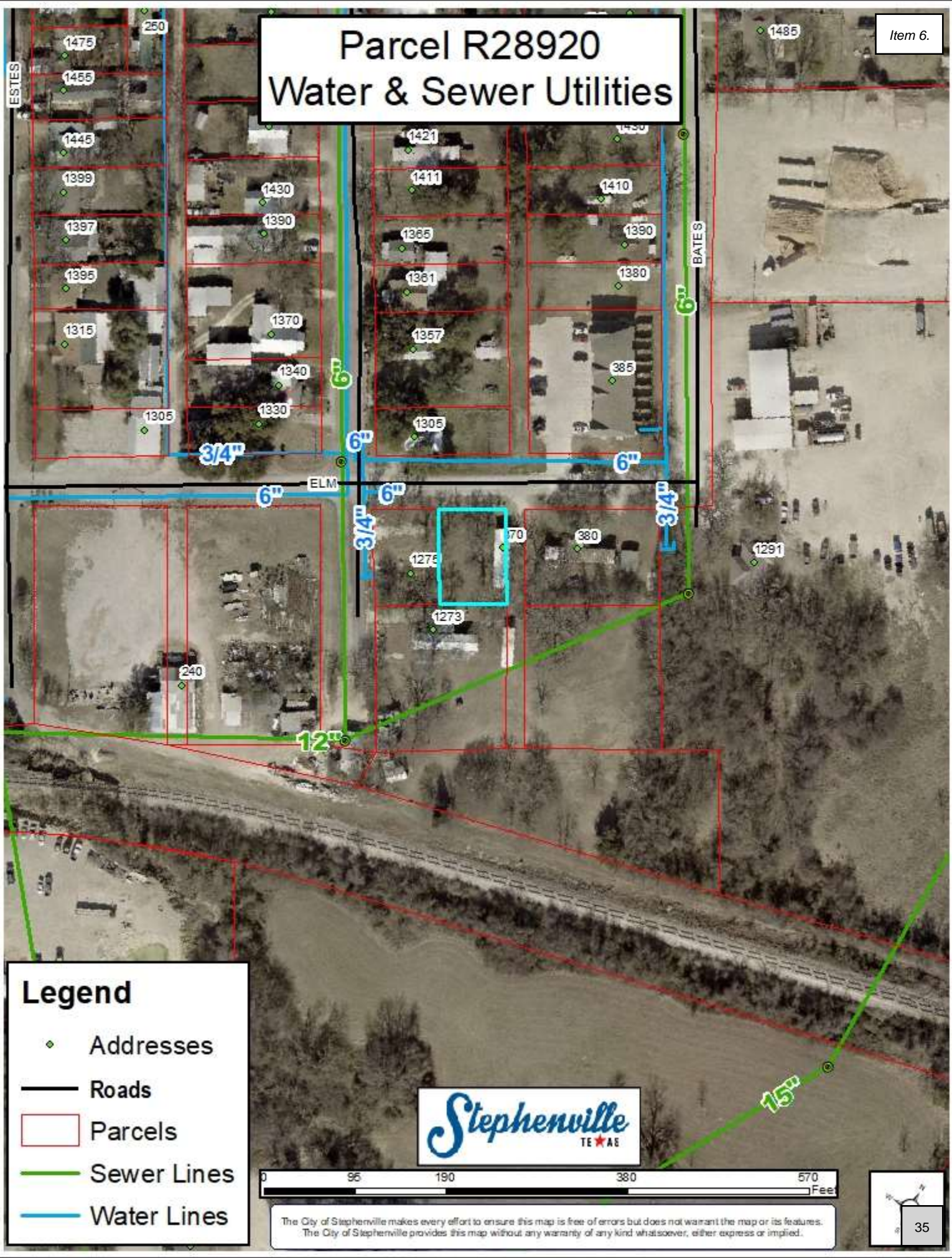
- Legend**
- ◆ Addresses
 - Roads
 - ▭ Parcels
- Future Use**
- Ag/Open Space
 - Office/Neighbor_Bus
 - Commercial
 - Cent Business Dist
 - City/Tarleton/SISD
 - Downtown
 - Industrial
 - Planned Development
 - Single Family
 - 1_2 Family
 - Multi-Fam/Resident
 - Duplex/Townhome
 - Manufact Homes



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Parcel R28920 Water & Sewer Utilities

Item 6.



Legend

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

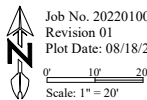


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Parcel R28920 Address List

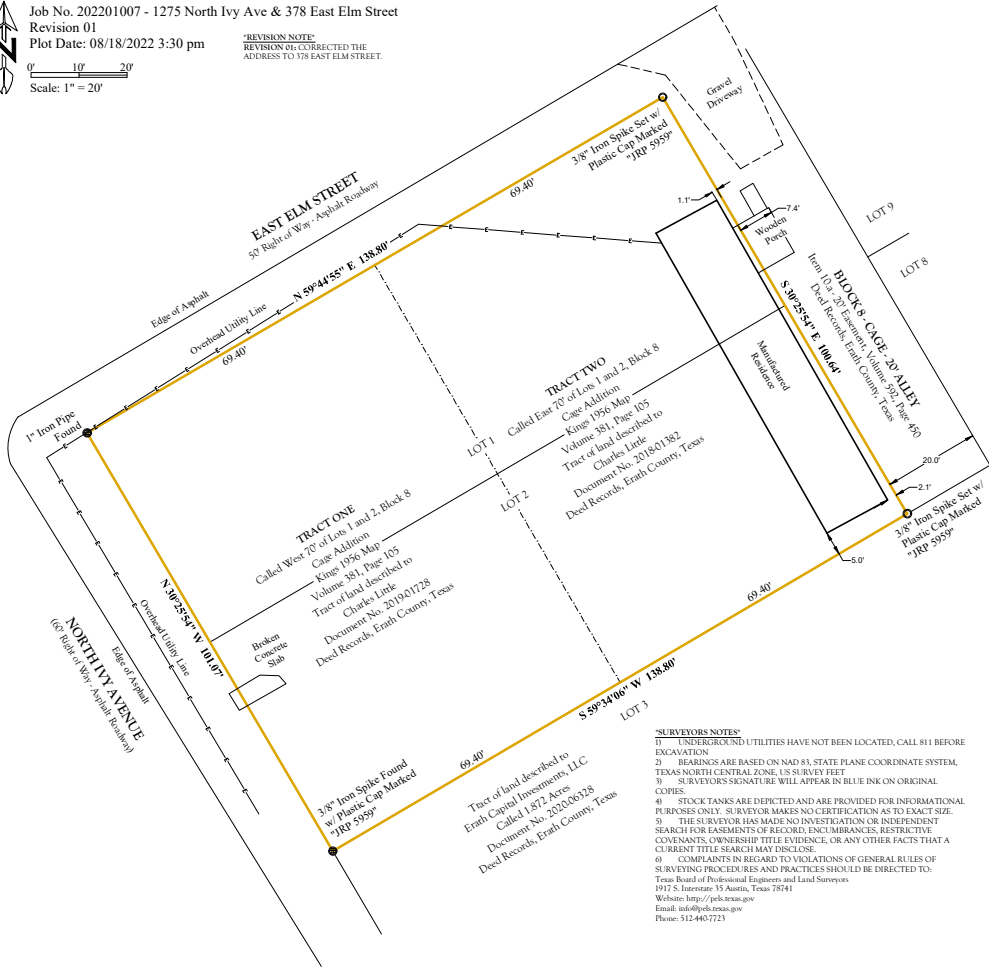
Item 6.

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000050797	1330 IVY	ADAMS TERRY	PO BOX 1934	STEPHENVILLE	TX	76401
R000028877	1340 IVY	CURTIS RONNIE & SHAWNA BALDER	1340 IVY ST	STEPHENVILLE	TX	76401
R000028919	1275 IVY	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028920	378 ELM	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000029961	0 BATES	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028921	1273 IVY	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028860	240 E ELM	HALE BETTY RUTH	1248 N ESTES	STEPHENVILLE	TX	76401-0000
R000029962	0 IVY	HALE BETTY RUTH	1248 N ESTES	STEPHENVILLE	TX	76401-0000
R000029960	1291 BATES	IESI TX CORPORATION	PO BOX 819	IOWA PARK	TX	76367-0819
R000028908	1357 IVY	MITCHELL ROSE	497 RETA	STEPHENVILLE	TX	76401
R000028911	385 E ELM	TRAFALGAR HOMES OF TEXAS LLC	PO BOX 65	STEPHENVILLE	TX	76401
R000028924	380 E ELM	VEST HAZEL & BILLY RAY VEST JR	380 E ELM	STEPHENVILLE	TX	76401
R000028910	1305 IVY	VO LOI N	883 MIMOSA CT	STEPHENVILLE	TX	76401



Job No. 202201007 - 1275 North Ivy Ave & 378 East Elm Street
 Revision 01
 Plot Date: 08/18/2022 3:30 pm

REVISION NOTE:
 REVISION OF CORRECTED THE ADDRESS TO 378 EAST ELM STREET.



A SURVEY OF

1275 IVY STREET, STEPHENVILLE, TEXAS 76401

Tract One: All that certain lot, tract, or parcel of land being the West 70 feet of Lots 1 and 2 in Block No. 8 of the Cage Addition to the City of Stephenville, Erath County, Texas, according to King's 1956 Map of said city adopted by ordinance recorded in Volume 381, Page 105, Deed Records of Erath County, Texas.

378 EAST ELM STREET, STEPHENVILLE, TEXAS

Tract Two: All that certain lot, tract, or parcel of land being the East 70 feet of Lots 1 and 2 in Block No. 8 of the Cage Addition to the City of Stephenville, Erath County, Texas, according to King's 1956 Map of said city adopted by ordinance recorded in Volume 381, Page 105, Deed Records of Erath County, Texas.

KING TITLE - GF No. 21-36240

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. Terms, conditions and provisions of that certain non-exclusive easement pursuant to Deed executed by Cleida Thompson to A.E. Fells and Nelle Fells and Winnie Graham and Carol Ann Graham, dated April 3, 1981, recorded in Volume 592, Page 450, Deed Records of Erath County, Texas. (AS SHOWN)

FLOODPLAIN NOTE:
 SUBJECT TRACT IS SHOWN IN ZONE X, AS SHOWN ON FEMA FIRM No. 4943C04ND, EFFECTIVE 11/16/2011. INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS PRECLUDE A SURVEYOR FROM CERTIFYING TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. FLOODPLAIN INFORMATION HAS BEEN LISTED ON THIS SURVEY.

TITLE COMMITMENT NOTE:
 THERE HAS BEEN NO ATTEMPT TO INTERPRET DEED RESTRICTIONS OR ZONING REGARDING THIS PROPERTY. ONLY VISIBLE UTILITIES AND EASEMENTS HAVE BEEN SHOWN ON THIS SURVEY AS LOCATED IN THE FIELD.

SURVEYOR'S NOTES:
 1) UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED, CALL 811 BEFORE EXCAVATION
 2) BEARINGS ARE BASED ON NAD 83, STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, U.S. SURVEY FEET
 3) SURVEYOR'S SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINAL COPIES
 4) STOCK TANKS ARE DEPICTED AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. SURVEYOR MAKES NO CERTIFICATION AS TO EXACT SIZE.
 5) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
 6) COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO: Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35 Austin, Texas 78741 Website: <http://pebs.texas.gov> Email: info@pebs.texas.gov Phone: 512-4657723

I HEREBY CERTIFY THAT ALL DIMENSIONS, CALLS, SIZE, LOCATION AND TYPE OF IMPROVEMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCROACHMENTS, PROTRUSIONS OR VISIBLE / APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE PLAT. ALL INFORMATION SHOWN HEREON IS BASED ON FIELD DATA COLLECTED ON THE GROUND JANUARY 12, 14 AND 15, 2022. ALL ORIGINAL COPIES WILL BE SIGNED IN BLUE INK AND BE STAMPED WITH MY SEAL. IF THIS PLAT DOES NOT HAVE THESE TWO CONDITIONS FULFILLED IT IS A COPY AND MAY HAVE BEEN ALTERED. I ASSUME NO RESPONSIBILITY FOR COPIES OF THE PLAT OTHER THAN THE COPIES BEARING MY ORIGINAL SEAL AND SIGNATURE.

Justin Rene Parenteau
 JUSTIN RENE PARENTEAU
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS LICENSE No. 5959
 145 HACKBERRY POINT DRIVE
 WEATHERFORD, TEXAS 76087
 PHONE No. 817-411-5188
 JUSTIN@NCTUAMAPS.COM



PLAT TO ACCOMPANY FIELD NOTE DESCRIPTION EVENLY DATED

ORDINANCE NO. 2022-O-34

AN ORDINANCE REZONING THE LAND DESCRIBED FROM ONE AND TWO-FAMILY RESIDENTIAL DISTRICT (R-2) TO MULTI-FAMILY RESIDENTIAL DISTRICT (R-3)

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

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

Being Block 8, Lots 1 & 2 (E & 70) of the Cage Addition to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R28920 in the Erath County Appraisal District Records, located at 378 Elm

is hereby rezoned and the zoning classification changed from the classification of One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3), in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 1st day of November, 2022.

Ricky Thurman, Mayor Pro Tem

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.: RZ2022-018

Applicant Beau Mayo is requesting a rezone of property located at 1273 Ivy, Parcel R28921, being BLOCK 8; LOTS 3,4,5,6,7 & 8 of the CAGE ADDITION to the City of Stephenville, Erath County, Texas from One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3).

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

RECOMMENDATION:

The Planning and Zoning Commission convened on October 19, 2022, and by a unanimous vote of 6-0, recommended the City Council approve the rezoning request.

BACKGROUND:

Current zoning for this property is R-2, One and Two Family Residential District. The Future Land Use for this property is designated as B-2, Retail and Commercial District. The rezone is requested for a future multifamily project.

PROPERTY PROFILE:



Sec. 154.05.6. Multiple family residential district (R-3).

5.6.A Description. This residential district provides for medium to high-density city neighborhood development. The primary land use allows for single-family dwellings, two-to-four family dwelling units, and multiple family housing buildings and complexes platted as one parcel and sole source management. All R-3 zoning will be appropriate to a city-style neighborhood. Recreational, religious and educational uses are also permitted so as to contribute to the natural elements of a convenient, balanced and attractive neighborhood.

Development within this district is intended to be protected from the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

5.6.B Permitted Uses.

- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing, or failing to prohibit residential use of a dwelling in this district by more than three unrelated individuals;
- (2) Two-to-four family dwellings, with each family limited as in division (1) above;
- (3) Multiple family dwellings, with each family limited as in division (1) above; Student living complexes will be subject to a variance request for units designed to occupy more than three unrelated students per unit;
- (4) Assisted living center;
- (5) Convalescent, nursing or long term-care facility;
- (6) Retirement housing complex;
- (7) Accessory buildings;
- (8) Churches, temples, mosques and related facilities;
- (9) Community home;
- (10) Park or playground;
- (11) SISD school—public;
- (12) Bed and breakfast/boarding house;
- (13) Group day care home;
- (14) Registered family home;
- (15) Day care center; and
- (16) Fraternity or sorority house.

5.6.C Conditional Uses.

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

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

(D) Multiple family dwellings.

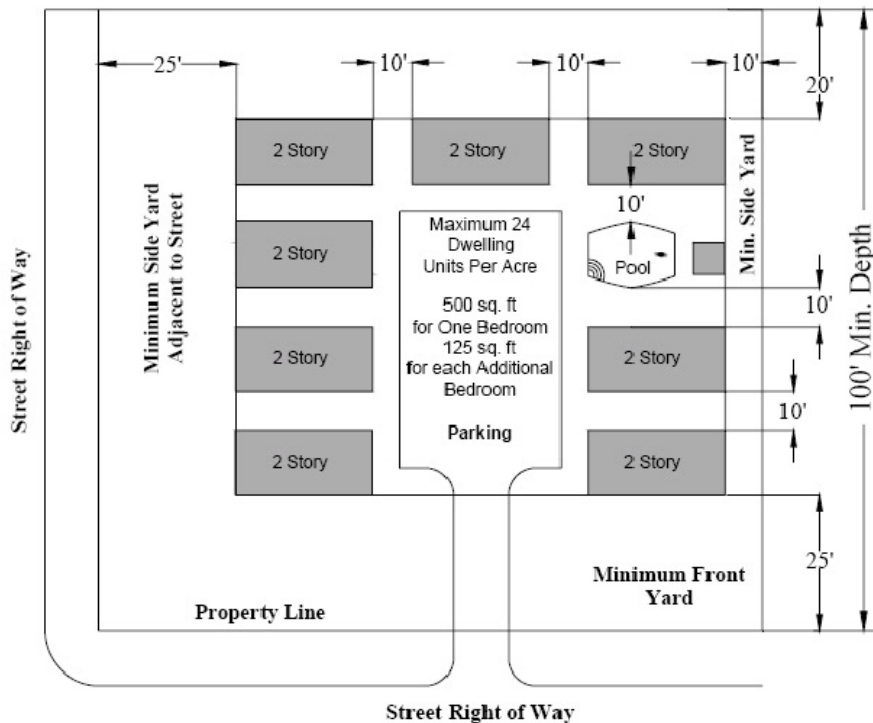
- (1) Minimum lot area: maximum density of 24 dwelling units per acre, which includes parking, access and all other area improvements.
- (2) Minimum lot depth: 100 feet.
- (3) Minimum depth of front setback: 25 feet.
- (4) Minimum depth of rear setback: 20 feet.
- (5) Minimum width of side setback:
 - (a) Internal lot: ten feet.
 - (b) Corner lot: 25 feet from intersecting side street.
- (6) Building size: Minimum area of each dwelling unit: 500 ft² for one bedroom or less plus 125 ft² of floor area for each additional bedroom.

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

Height, Area, Yard and Lot Coverage Requirements Multiple-Family Dwelling

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

Multiple Family Dwelling



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

FACTORS TO CONSIDER:

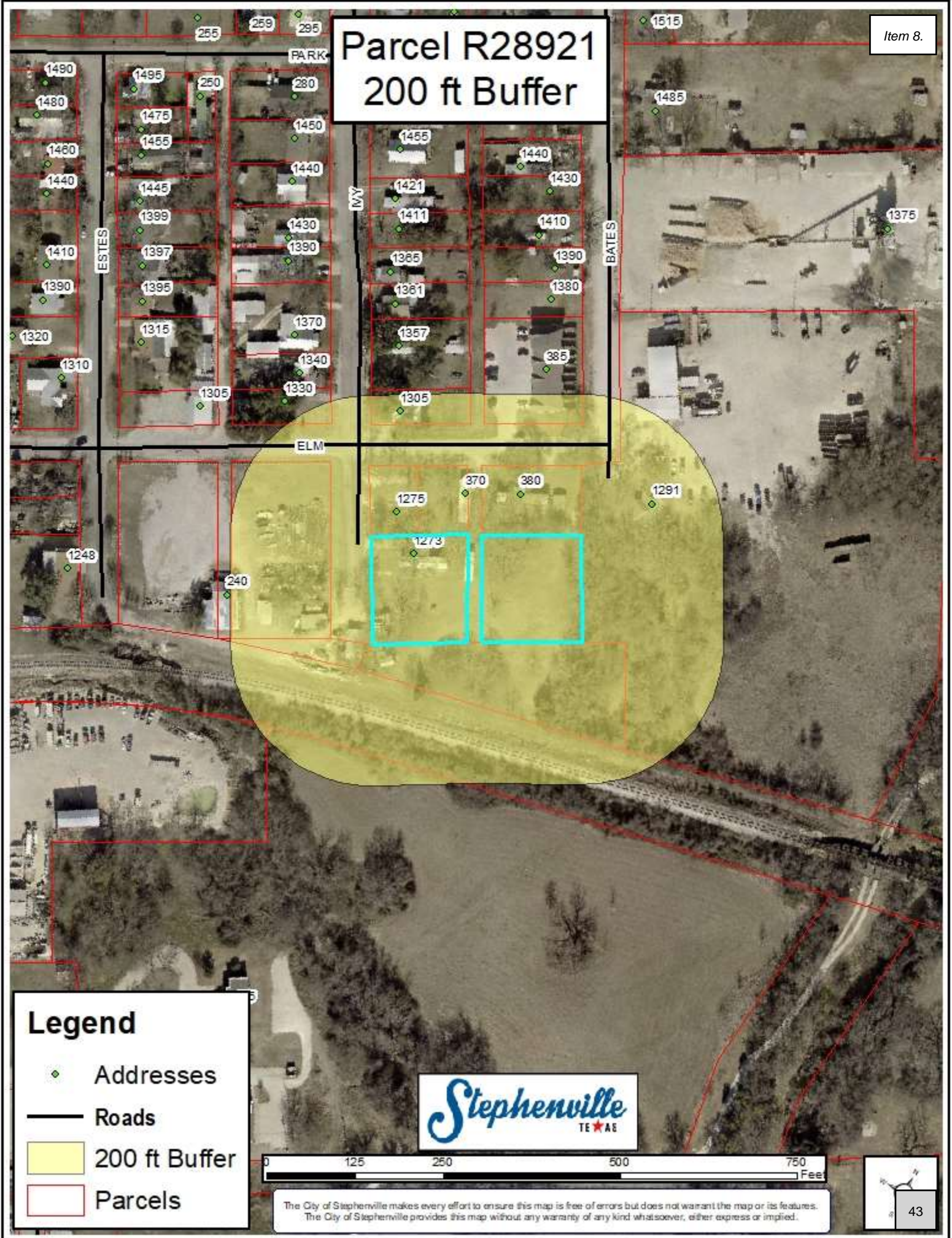
- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in property location for proposed use?
- Reasonable Use of Property – does proposed change provide reasonable use of property?

- Zoning has great discretion – deny if applicant has not proven it is in the best interest of City to approve

ALTERNATIVES:

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

Parcel R28921 200 ft Buffer



Legend

- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



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

Parcel R28921 Current Zoning - R2 1 & 2 Family



Legend

- ◆ Addresses
- Roads
- ▭ Parcels

ZONING

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



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

Parcel R28921 Future Land Use - Commercial



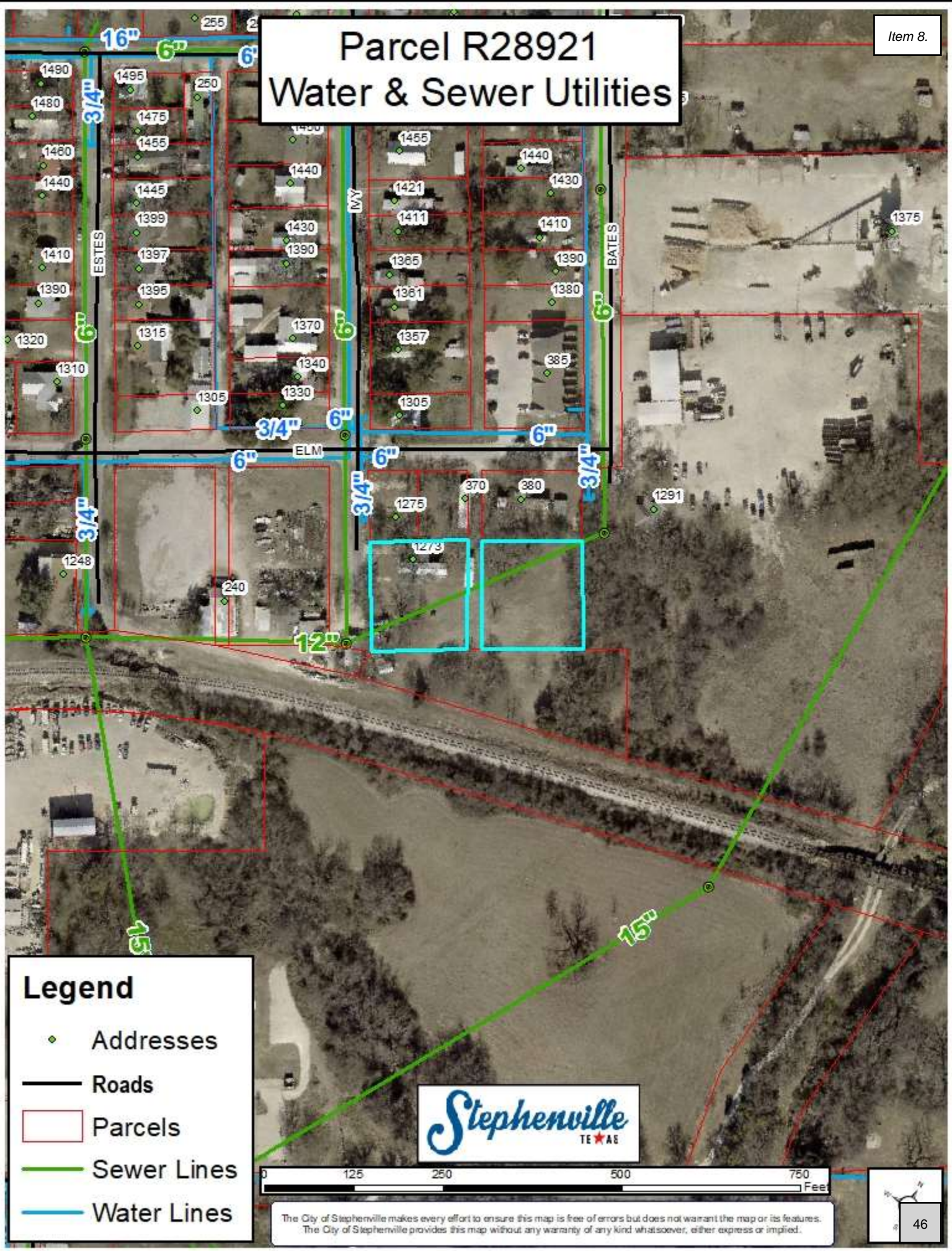
Legend

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



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

Parcel R28921 Water & Sewer Utilities



Legend

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



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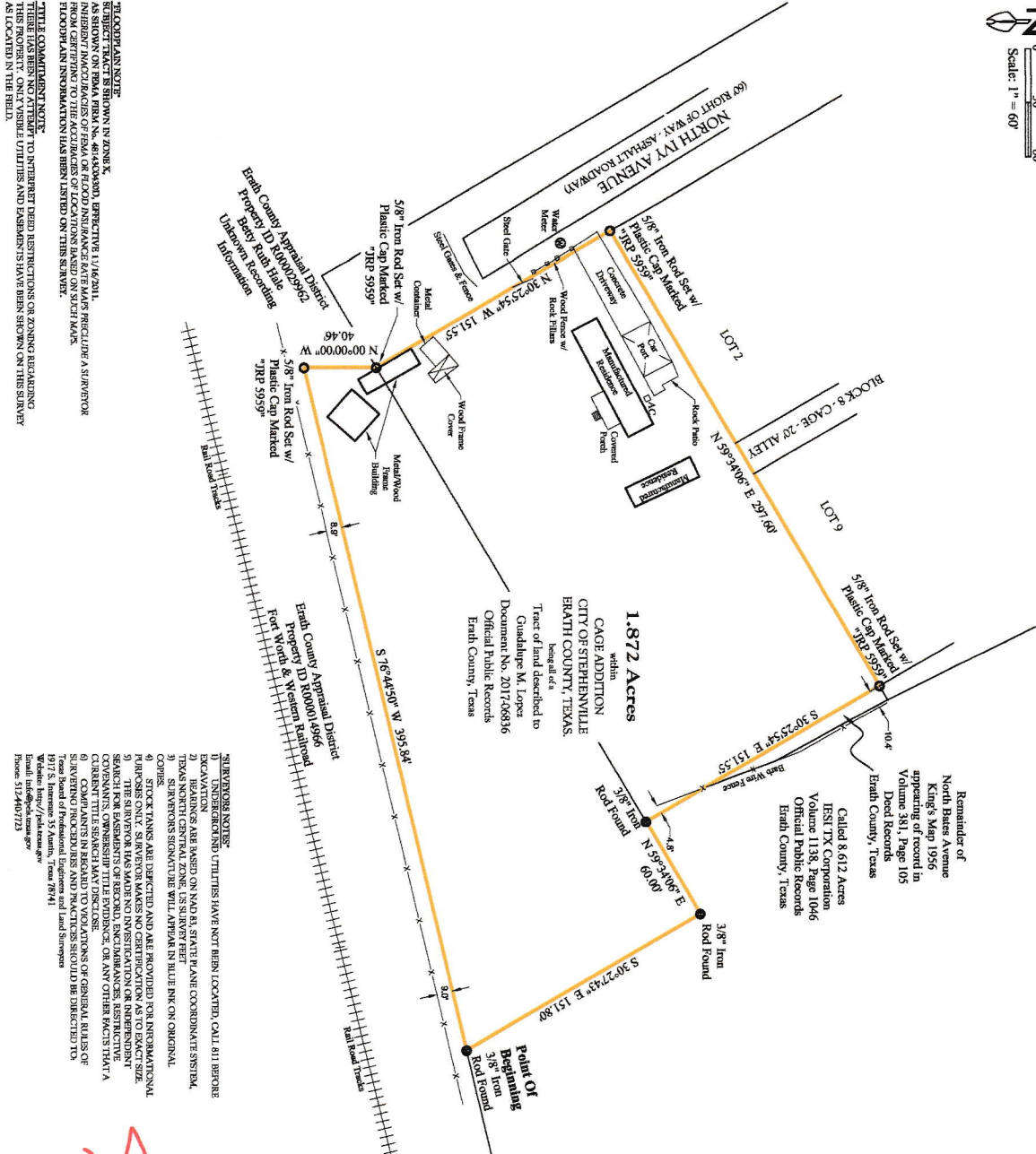
Parcel R28921 Address List

Item 8.

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000050797	1330 IVY	ADAMS TERRY	PO BOX 1934	STEPHENVILLE	TX	76401
R000029966	205 E FREY	CTMS INC	PO BOX 1457	STEPHENVILLE	TX	76401
R000028919	1275 IVY	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028920	378 ELM	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000029961	0 BATES	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028921	1273 IVY	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000014966	0 N PADDOCK & VANDERBILT	FORT WORTH & WESTERN RAILROAD	6300 RIDGLEA PLACE STE 1200	FORT WORTH	TX	76116-5738
R000028860	240 E ELM	HALE BETTY RUTH	1248 N ESTES	STEPHENVILLE	TX	76401-0000
R000029962	0 IVY	HALE BETTY RUTH	1248 N ESTES	STEPHENVILLE	TX	76401-0000
R000029960	1291 BATES	IESI TX CORPORATION	PO BOX 819	IOWA PARK	TX	76367-0819
R000029963	1111 N GRAHAM	RAITZ ENTERPRISES INC DBA U.S. SAND & GRAVEL	1111 N GRAHAM ST	STEPHENVILLE	TX	76401
R000028911	385 E ELM	TRAFALGAR HOMES OF TEXAS LLC	PO BOX 65	STEPHENVILLE	TX	76401
R000028924	380 E ELM	VEST HAZEL & BILLY RAY VEST JR	380 E ELM	STEPHENVILLE	TX	76401
R000028910	1305 IVY	VO LOI N	883 MIMOSA CT	STEPHENVILLE	TX	76401

Job No. 202008015 - 1273 Ivy Street
Plot Date: 10/07/2020 11:00 am

Scale: 1" = 60'



TITLE COMMITMENT NOTE:
THIS PROPERTY, ONLY VISIBLE UTILITIES AND EASEMENTS HAVE BEEN SHOWN ON THIS SURVEY AS LOCATED IN THE FIELD.

TO COOPER AND NOTE:
SUBJECT TRACT IS SHOWN IN ZONE N, AS SHOWN ON BMA FIRM No. 48440490D, EFFECTIVE 11/6/2011. INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS RECORDED AS SURVEYOR FLOODPLAIN INFORMATION HAS BEEN LISTED ON THIS SURVEY.

UTILITY RECORDING INFORMATION:
Erath County Apartment District
Property ID R00020962
Erath County Apartment District
Property ID R00004986

1.872 Acres
within
CAGE ADDITION
CITY OF STEPHENVILLE
ERATH COUNTY, TEXAS.
Being all of a
Tract of land described to
Guadalupe M. Lopez
Document No. 201706836
Erath County, Texas

SURVEYOR'S NOTES:
1) UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED, CALL 811 BEFORE DIGGING.
2) BEARINGS ARE BASED ON NAD 83, STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, US SURVEY FEET.
3) ALL DISTANCES ARE MEASURED IN SINGLES.
4) STOCK TANKS ARE DESIGNATED AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. SURVEYOR MAKES NO CERTIFICATION AS TO EXACT SIZE, LOCATION, OR OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
5) COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF PROFESSIONAL ENGINEERING AND LAND SURVEYING, TEXAS SURVEYOR BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS, 1917 S. Interstate 35 Austin, Texas, 78741
Website: <http://pds.sos.state.tx.us/>
Phone: 512-460-0723

1273 IVY STREET, STEPHENVILLE, TEXAS 76401
A SURVEY OF

1.872 ACRES OF LAND LOCATED IN THE CAGE ADDITION, CITY OF STEPHENVILLE, ERATH COUNTY, TEXAS. SAID CAGE ADDITION IS DESCRIBED IN THE OFFICIAL PUBLIC RECORDS IN ERATH COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDARIES AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND IN THE NORTH OF THE NORTH-WORTH & WESTERN RAILROAD, SAID POINT BEING THE SOUTHWEST CORNER OF A CALLED 8.612 ACRES DESCRIBED IN VOLUME 1138, PAGE 1046, OFFICIAL PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE COMMON LINE OF THE TRACT DESCRIBED HEREIN AND SAID NORTH-WORTH & WESTERN RAILROAD, N 09°24'00" E, 297.60 FEET TO A 5/8 INCH IRON ROD SET WITH PLASTIC CAP MARKED JRP 5999; SAID POINT BEING THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE N 00°00'00" W, 40.46 FEET TO A 5/8 INCH IRON ROD SET WITH PLASTIC CAP MARKED JRP 5999; SAID POINT BEING THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE COMMON LINE OF THE TRACT DESCRIBED HEREIN AND SAID NORTH IVY AVENUE, N 30°27'43" E, 151.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.872 ACRES OF LAND, DESCRIBED HEREIN;

THENCE N 59°24'00" E, 297.60 FEET TO A 5/8 INCH IRON ROD SET WITH PLASTIC CAP MARKED JRP 5999; SAID POINT BEING THE EAST COMMON CORNER OF THE TRACT DESCRIBED HEREIN AND LOT 1 OF SAID CAGE ADDITION, SAID POINT ALSO BEING IN THE WEST LINE OF THE REMAINDER OF NORTH BATES AVENUE OF KING'S MAP 1956, APPEARING OF RECORD IN VOLUME 381, PAGE 105, DEED RECORDS, ERATH COUNTY, TEXAS, ALSO BEING THE NORTH-EAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE N 30°27'43" E, 151.80 FEET TO A 3/8 INCH IRON ROD SET WITH PLASTIC CAP MARKED JRP 5999; SAID POINT BEING THE WEST COMMON CORNER OF SAID CALLED 8.612 ACRES AND LOT 7 OF SAID CAGE ADDITION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE N 09°24'00" E, 297.60 FEET TO A 5/8 INCH IRON ROD SET WITH PLASTIC CAP MARKED JRP 5999; SAID POINT BEING THE EAST COMMON CORNER OF THE TRACT DESCRIBED HEREIN AND LOT 1 OF SAID CAGE ADDITION, SAID POINT ALSO BEING IN THE WEST LINE OF THE REMAINDER OF NORTH BATES AVENUE OF KING'S MAP 1956, APPEARING OF RECORD IN VOLUME 381, PAGE 105, DEED RECORDS, ERATH COUNTY, TEXAS, ALSO BEING THE NORTH-EAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE COMMON LINE OF THE TRACT DESCRIBED HEREIN AND SAID CALLED 8.612 ACRES, N 09°24'00" E, 60.00 FEET TO A 3/8 INCH IRON ROD FOUND, SAID POINT BEING A COMMON CORNER OF THE TRACT DESCRIBED HEREIN AND SAID CALLED 8.612 ACRES, ALSO BEING AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE COMMON LINE OF THE TRACT DESCRIBED HEREIN AND SAID CALLED 8.612 ACRES, S 76°44'30" W, 395.94 FEET TO A 3/8 INCH IRON ROD FOUND, SAID POINT BEING AN EXTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE COMMON LINE OF THE TRACT DESCRIBED HEREIN AND SAID CALLED 8.612 ACRES, S 30°27'43" E, 151.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.872 ACRES OF LAND.

FIELD NOTE DESCRIPTION TO ACCOMPANY PLAT EVENLY DATED

CROSS TIMBERS TITLE - GF No. 20682
NO EASEMENTS LISTED ON TITLE COMMITMENT

1) HEREBY CERTIFY THAT ALL DIMENSIONS, CALLS, SIZE, LOCATION AND TYPE OF IMPROVEMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCROACHMENTS, PROJECTIONS OR VISIBLE / APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE PLAT. ALL INFORMATION SHOWN HEREON IS BASED ON FIELD DATA COLLECTED ON THE FIELD SURVEY DURING OR 2020 THROUGH OCTOBER 03, 2020. THEREFORE I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.

2) I, THE SURVEYOR, MAKE NO CERTIFICATION AS TO EXACT SIZE, LOCATION, OR OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.

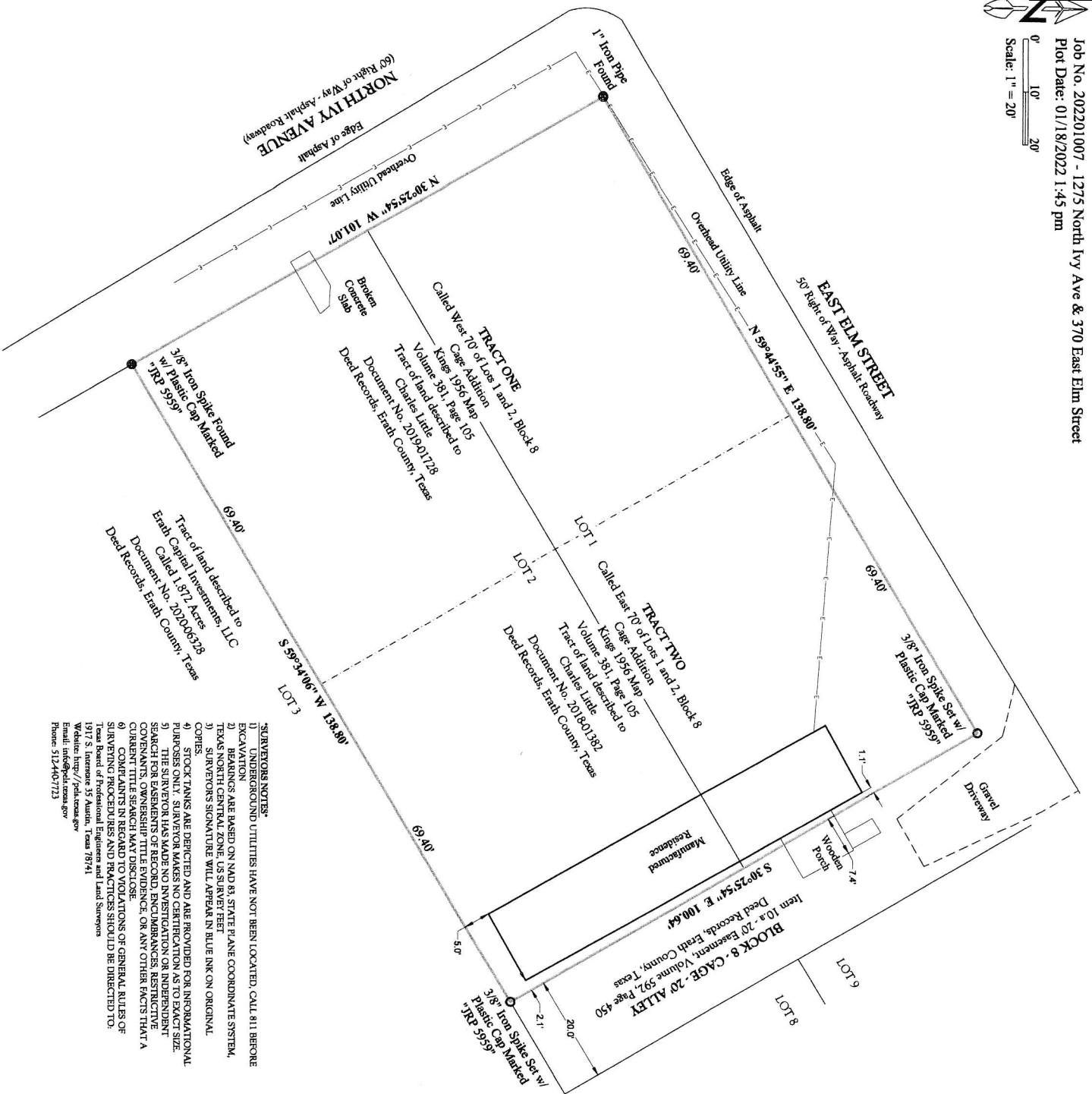
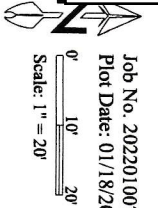
3) COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF PROFESSIONAL ENGINEERING AND LAND SURVEYING, TEXAS SURVEYOR BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS, 1917 S. Interstate 35 Austin, Texas, 78741
Website: <http://pds.sos.state.tx.us/>
Phone: 512-460-0723

Justin Rene Parencoud

Justin Rene Parencoud
Professional Land Surveyor
No. 5959
1917 S. Interstate 35 Austin, Texas 78741
WEATHERFORD, TEXAS 76087
PHONE NO. 817-813-1888
JUSTIN@NCTLSURV.COM
WWW.NCTLSURV.COM

PLAT TO ACCOMPANY FIELD NOTE DESCRIPTION EVENLY DATED

Job No. 202201007 - 1275 North Ivy Ave & 370 East Elm Street
 Plot Date: 01/18/2022 1:45 pm



- SURVEYOR'S NOTES:**
- 1) UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED. CALL 811 BEFORE EXCAVATION.
 - 2) BEARINGS ARE BASED ON NAD 83 STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE. US SURVEY FEET.
 - 3) SURVEYOR'S SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINAL COPIES.
 - 4) STOCK TANKS ARE DEPICTED AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. SURVEYOR MAKES NO CERTIFICATION OR INDEPENDENT SEARCH FOR EVIDENCE OF RECORD ENCUMBRANCES RESTRICTIVE OF THE USE OF THE LAND. ALL ORIGINAL COPIES WILL BE SIGNED IN BLUE INK. THIS PLAT DOES NOT HAVE THESE TWO CONDITIONS FULFILLED.
 - 5) IF THIS PLAT DOES NOT HAVE THESE TWO CONDITIONS FULFILLED, THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR COPIES OF THE PLAT OR ORIGINAL SEAL AND SIGNATURE.
 - 6) COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO: Texas Board of Professional Engineers and Land Surveyors
 1917 S. Interstate 35 Austin, Texas 78741
 Website: <http://pels.texas.gov>
 Email: info@pels.texas.gov
 Phone: 512-440-0773

1275 IVY STREET, STEPHENVILLE, TEXAS 76400
 Tract One: All that certain lot, tract, or parcel of land being the West 70 and 2 in Block No. 8 of the Cage Addition to the City of Stephenville, Erath County, Texas, according to King's 1956 Map of said city adopted by ordinance recorded in Volume 381, Page 105, Deed Records of Erath County, Texas.

370 EAST ELM STREET, STEPHENVILLE, TEXAS
 Tract Two: All that certain lot, tract, or parcel of land being the East 70 (6 and 2 in Block No. 8 of the Cage Addition to the City of Stephenville, Erath County, Texas, according to King's 1956 Map of said city adopted by ordinance recorded in Volume 381, Page 105, Deed Records of Erath County, Texas.

KING TITLE - GF No. 21-36240
 10. The following matters and all terms of the documents creating or offering evidence (We must insert matters or delete this exception):

a. Terms, conditions and provisions of that certain non-exclusive easement pursuant to the Deed of Easement, Volume 592, Page 450, Deed Records of Erath County, Texas, recorded in Volume 592, Page 450, Deed Records of Erath County (AS SHOWN)

"FLOODPLAIN NOTE"
 SUBJECT TRACT IS SHOWN IN ZONE X AS SHOWN ON FEMA FIRM No. 48143040D, EFFECTIVE 11/16/2011. INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS FROM CARRYING TO THE ACCURACIES OF LOCATIONS BASED ON SUCH FLOODPLAIN INFORMATION HAS BEEN LISTED ON THIS SURVEY.

"TITLE COMMITMENT NOTE"
 THERE HAS BEEN NO ATTEMPT TO INTERNET DEED RESTRICTIONS OR THIS PROPERTY. ONLY VISIBLE UTILITIES AND EASEMENTS HAVE BEEN AS LOCATED IN THE FIELD.

I HEREBY CERTIFY THAT ALL DIMENSIONS, CALLS, SIZE, LOCATION, BEARINGS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND FAITH AND I AM NOT PROVIDING ANY WARRANTIES, REPRESENTATIONS, OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, IN THIS SURVEY. ALL INFORMATION SHOWN HEREON IS BASED ON FIELD DATA COLLECTED BY ME OR MY EMPLOYEES. ALL ORIGINAL COPIES WILL BE SIGNED IN BLUE INK. THIS PLAT DOES NOT HAVE THESE TWO CONDITIONS FULFILLED.

Justin Rene Parenteau
 JUSTIN RENE PARENTEAU
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS LICENSE NO. 5959
 140 HACKBERRY POINTE DRIVE
 WEATHERFORD, TEXAS 76087
 PHONE NO. 561-813-1888
 JUSTIN@NCTULAMAPAS.COM

PLAT TO ACCOMPANY FIELD NOTE DESCRIPTION

ORDINANCE NO. 2022-O-35

AN ORDINANCE REZONING THE LAND DESCRIBED FROM ONE AND TWO-FAMILY RESIDENTIAL DISTRICT (R-2) TO MULTI-FAMILY RESIDENTIAL DISTRICT (R-3)

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

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

Being Block 8; Lots 3,4,5,6,7 &8 of the Cage Addition to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R28921 in the Erath County Appraisal District Records, located at 1273 Ivy

is hereby rezoned and the zoning classification changed from the classification of One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3), in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 1st day of November, 2022.

Ricky Thurman, Mayor Pro Tem

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.: RZ2022-019

Applicant Beau Mayo is requesting a rezone of property located at 1275 Ivy, Parcel R28919, being BLOCK 8; LOTS 1&2 (W70 OF 1&2) of the CAGE ADDITION to the City of Stephenville, Erath County, Texas from One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3).

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

RECOMMENDATION:

The Planning and Zoning Commission convened on October 19, 2022, and by a unanimous vote of 6-0, recommended the City Council approve the rezoning request.

BACKGROUND:

Current zoning for this property is R-2, One and Two Family Residential District. The Future Land Use for this property is designated as B-2, Retail and Commercial District. The rezone is requested for a future multifamily project.

PROPERTY PROFILE:



Sec. 154.05.6. Multiple family residential district (R-3).

5.6.A Description. This residential district provides for medium to high-density city neighborhood development. The primary land use allows for single-family dwellings, two-to-four family dwelling units, and multiple family housing buildings and complexes platted as one parcel and sole source management. All R-3 zoning will be appropriate to a city-style neighborhood. Recreational, religious and educational uses are also permitted so

as to contribute to the natural elements of a convenient, balanced and attractive neighborhood. Development within this district is intended to be protected from the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

5.6.B Permitted Uses.

- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing, or failing to prohibit residential use of a dwelling in this district by more than three unrelated individuals;
- (2) Two-to-four family dwellings, with each family limited as in division (1) above;
- (3) Multiple family dwellings, with each family limited as in division (1) above; Student living complexes will be subject to a variance request for units designed to occupy more than three unrelated students per unit;
- (4) Assisted living center;
- (5) Convalescent, nursing or long term-care facility;
- (6) Retirement housing complex;
- (7) Accessory buildings;
- (8) Churches, temples, mosques and related facilities;
- (9) Community home;
- (10) Park or playground;
- (11) SISD school—public;
- (12) Bed and breakfast/boarding house;
- (13) Group day care home;
- (14) Registered family home;
- (15) Day care center; and
- (16) Fraternity or sorority house.

5.6.C Conditional Uses.

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

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

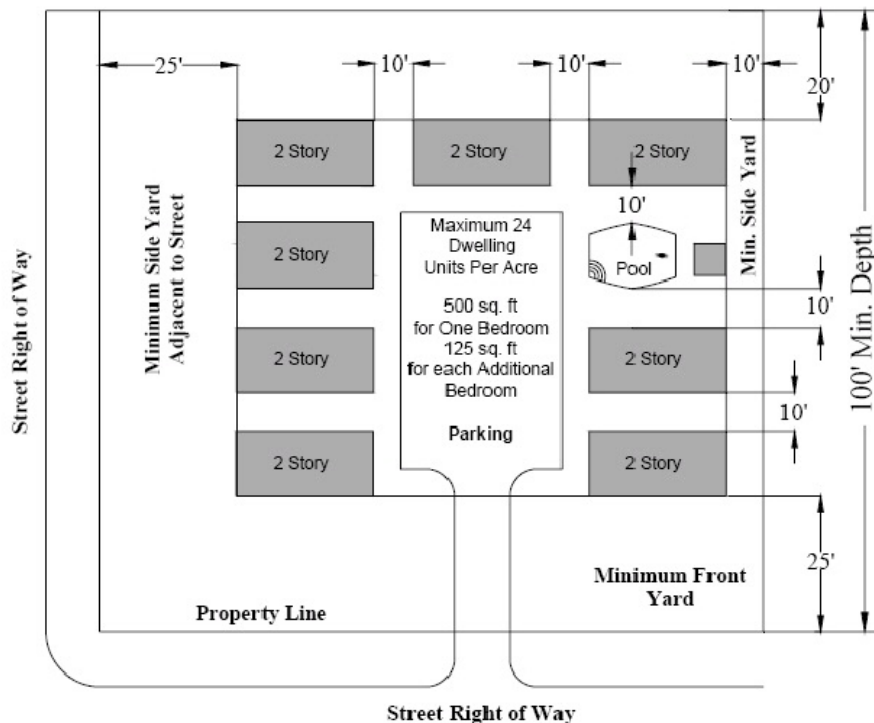
- (D) *Multiple family dwellings.*
 - (1) Minimum lot area: maximum density of 24 dwelling units per acre, which includes parking, access and all other area improvements.
 - (2) Minimum lot depth: 100 feet.
 - (3) Minimum depth of front setback: 25 feet.
 - (4) Minimum depth of rear setback: 20 feet.
 - (5) Minimum width of side setback:
 - (a) Internal lot: ten feet.
 - (b) Corner lot: 25 feet from intersecting side street.

- (6) Building size: Minimum area of each dwelling unit: 500 ft² for one bedroom or less plus 125 ft² of floor area for each additional bedroom.
- (7) Maximum height of structures: 35 feet.
- (8) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.

Height, Area, Yard and Lot Coverage Requirements Multiple-Family Dwelling

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

Multiple Family Dwelling



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

FACTORS TO CONSIDER:

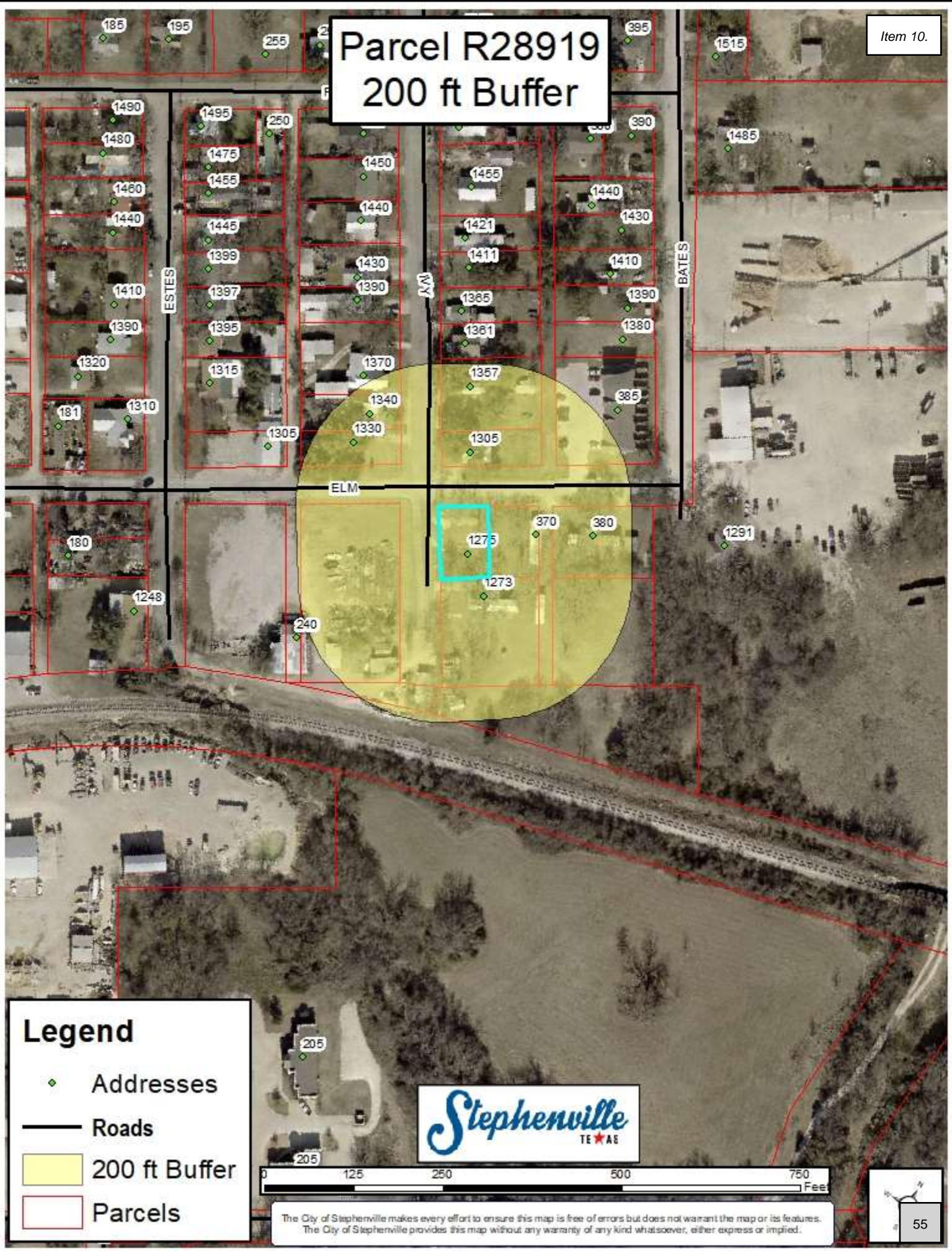
- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in property location for proposed use?

- Reasonable Use of Property – does proposed change provide reasonable use of property?
- Zoning has great discretion – deny if applicant has not proven it is in the best interest of City to approve

ALTERNATIVES:

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

Parcel R28919 200 ft Buffer



Legend

- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



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

Parcel R28919 Current Zoning - R2 1 & 2 Family



Legend

- ◆ Addresses
- Roads
- ▭ Parcels

ZONING

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



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

Parcel R28919 Future Land Use - Commercial



Legend

- ◆ Addresses
- Roads
- ▭ Parcels

Future Use

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



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Parcel R28919 Water & Sewer Utilities



Legend

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



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Parcel R28919 Address List

Item 10.

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000050797	1330 IVY	ADAMS TERRY	PO BOX 1934	STEPHENVILLE	TX	76401
R000028877	1340 IVY	CURTIS RONNIE & SHAWNA BALDER	1340 IVY ST	STEPHENVILLE	TX	76401
R000028919	1275 IVY	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028920	378 ELM	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000029961	0 BATES	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000028921	1273 IVY	ERATH CAPITAL INVESTMENTS LLC	2699 CR223	STEPHENVILLE	TX	76401
R000014966	0 N PADDOCK & VANDERBILT	FORT WORTH & WESTERN RAILROAD	6300 RIDGLEA PLACE STE 1200	FORT WORTH	TX	76116-5738
R000028860	240 E ELM	HALE BETTY RUTH	1248 N ESTES	STEPHENVILLE	TX	76401-0000
R000029962	0 IVY	HALE BETTY RUTH	1248 N ESTES	STEPHENVILLE	TX	76401-0000
R000028908	1357 IVY	MITCHELL ROSE	497 RETA	STEPHENVILLE	TX	76401
R000028911	385 E ELM	TRAFALGAR HOMES OF TEXAS LLC	PO BOX 65	STEPHENVILLE	TX	76401
R000028924	380 E ELM	VEST HAZEL & BILLY RAY VEST JR	380 E ELM	STEPHENVILLE	TX	76401
R000028910	1305 IVY	VO LOI N	883 MIMOSA CT	STEPHENVILLE	TX	76401
R000028878	1370 IVY	WILSON NIKKI	1370 N IVY	STEPHENVILLE	TX	76401



Job No. 202201007 - 1275 North Ivy Ave & 378 East Elm Street

Revision 01

Plot Date: 08/18/2022 3:30 pm

REVISION NOTE
REVISION 01: CORRECTED THE
ADDRESS TO 378 EAST ELM STREET.

0' 10' 20'

Scale: 1" = 20'

Item 10.

A SURVEY OF

1275 IVY STREET, STEPHENVILLE, TEXAS 76401

Tract One: All that certain lot, tract, or parcel of land being the West 70 feet of Lots 1 and 2 in Block No. 8 of the Cage Addition to the City of Stephenville, Erath County, Texas, according to King's 1956 Map of said city adopted by ordinance recorded in Volume 381, Page 105, Deed Records of Erath County, Texas.

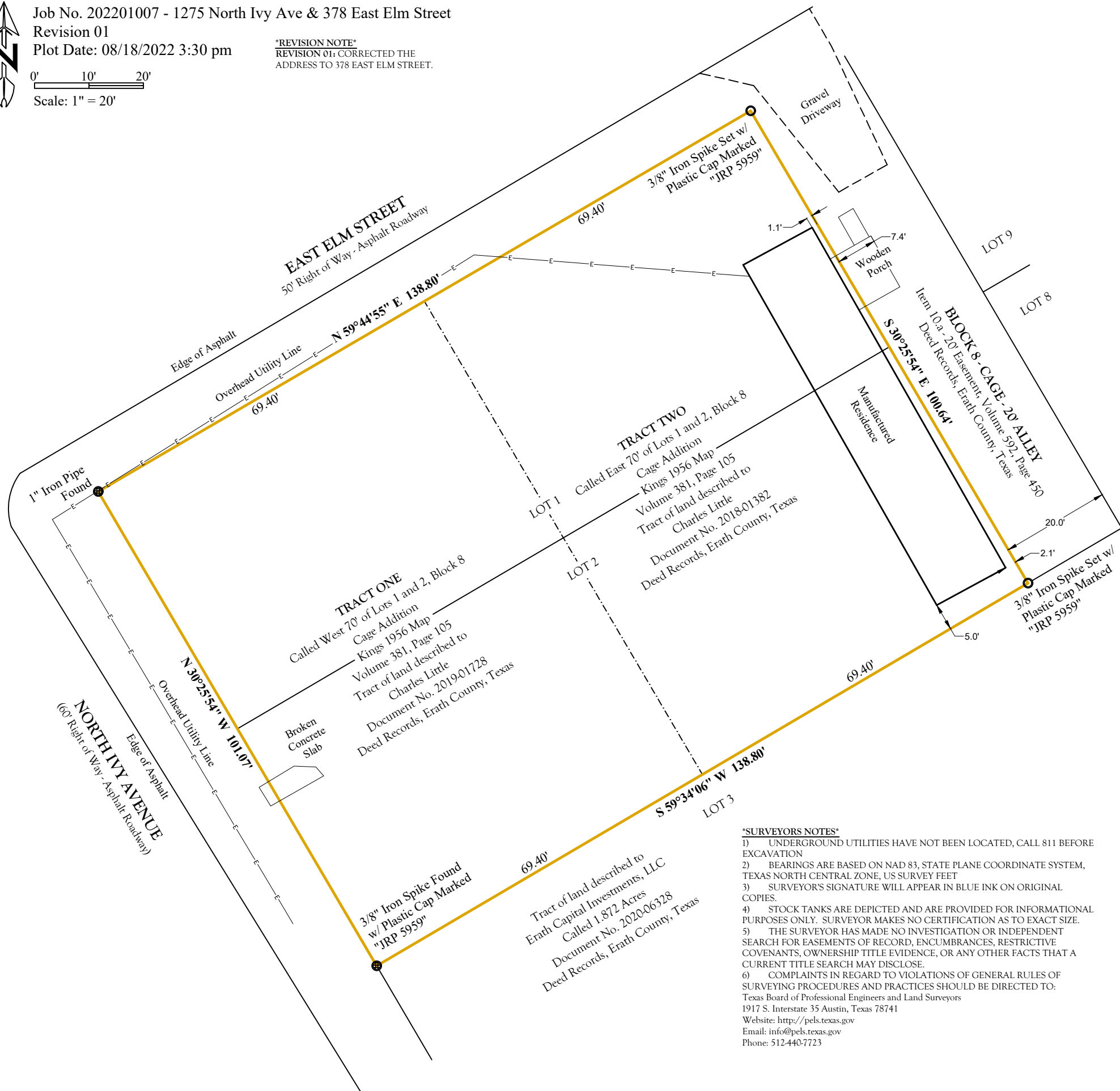
378 EAST ELM STREET, STEPHENVILLE, TEXAS

Tract Two: All that certain lot, tract, or parcel of land being the East 70 feet of Lots 1 and 2 in Block No. 8 of the Cage Addition to the City of Stephenville, Erath County, Texas, according to King's 1956 Map of said city adopted by ordinance recorded in Volume 381, Page 105, Deed Records of Erath County, Texas.

KING TITLE - GF No. 21-36240

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. Terms, conditions and provisions of that certain non-exclusive easement pursuant to Deed executed by Glenda Thompson to A.E. Fulks and Nellie Fulks and Windle Graham and Carol Ann Graham, dated April 3, 1981, recorded in Volume 592, Page 450, Deed Records of Erath County, Texas. (AS SHOWN)



FLOODPLAIN NOTE
SUBJECT TRACT IS SHOWN IN ZONE X,
AS SHOWN ON FEMA FIRM No. 48143C0430D, EFFECTIVE 11/16/2011.
INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS PRECLUDE A SURVEYOR
FROM CERTIFYING TO THE ACCURACIES OF LOCATIONS BASED ON SUCH MAPS.
FLOODPLAIN INFORMATION HAS BEEN LISTED ON THIS SURVEY.

TITLE COMMITMENT NOTE
THERE HAS BEEN NO ATTEMPT TO INTERPRET DEED RESTRICTIONS OR ZONING REGARDING
THIS PROPERTY. ONLY VISIBLE UTILITIES AND EASEMENTS HAVE BEEN SHOWN ON THIS SURVEY
AS LOCATED IN THE FIELD.

SURVEYORS NOTES

- 1) UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED, CALL 811 BEFORE EXCAVATION
- 2) BEARINGS ARE BASED ON NAD 83, STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, US SURVEY FEET
- 3) SURVEYOR'S SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINAL COPIES.
- 4) STOCK TANKS ARE DEPICTED AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. SURVEYOR MAKES NO CERTIFICATION AS TO EXACT SIZE.
- 5) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 6) COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO:
Texas Board of Professional Engineers and Land Surveyors
1917 S. Interstate 35 Austin, Texas 78741
Website: <http://pels.texas.gov>
Email: info@pels.texas.gov
Phone: 512-440-7723

I HEREBY CERTIFY THAT ALL DIMENSIONS, CALLS, SIZE, LOCATION AND TYPE OF IMPROVEMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCROACHMENTS, PROTRUSIONS OR VISIBLE / APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE PLAT. ALL INFORMATION SHOWN HEREON IS BASED ON FIELD DATA COLLECTED ON THE GROUND JANUARY 12, 14 AND 17, 2022. ALL ORIGINAL COPIES WILL BE SIGNED IN BLUE INK AND BE STAMPED WITH MY SEAL. IF THIS PLAT DOES NOT HAVE THESE TWO CONDITIONS FULFILLED IT IS A COPY AND MAY HAVE BEEN ALTERED. I ASSUME NO RESPONSIBILITY FOR COPIES OF THE PLAT OTHER THAN THE COPIES BEARING MY ORIGINAL SEAL AND SIGNATURE.

Justin Parenteau

JUSTIN RENE PARENTEAU
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE No. 5959
140 HACKBERRY POINTE DRIVE
WEATHERFORD, TEXAS 76087
PHONE No. 361-813-1888
JUSTIN@NOCTUAMAPS.COM



PLAT TO ACCOMPANY FIELD NOTE DESCRIPTION EVENLY DATED

ORDINANCE NO. 2022-O-36

AN ORDINANCE REZONING THE LAND DESCRIBED FROM ONE AND TWO-FAMILY RESIDENTIAL DISTRICT (R-2) TO MULTI-FAMILY RESIDENTIAL DISTRICT (R-3)

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

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

Being Block 8, Lots 1 & 2 (W70 of 1&2) of the Cage Addition to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R28919 in the Erath County Appraisal District Records, located at 1275 Ivy

is hereby rezoned and the zoning classification changed from the classification of One and Two-Family Residential District (R-2) to Multi-family Residential District (R-3), in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 1st day of November, 2022.

Ricky Thurman, Mayor Pro Tem

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.: RZ2022-021

Applicant Ophelia Mosbey is requesting a rezone of property located at 760 College Farm Rd, Parcel R29950, 0.809 acres out of 5.490 acres, being BLOCK 91; LOT 1 & 3; & BLOCK 88; LOT 2, HOUSE & BARNS, of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial (I) to Multi-family Residential District (R-3).

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

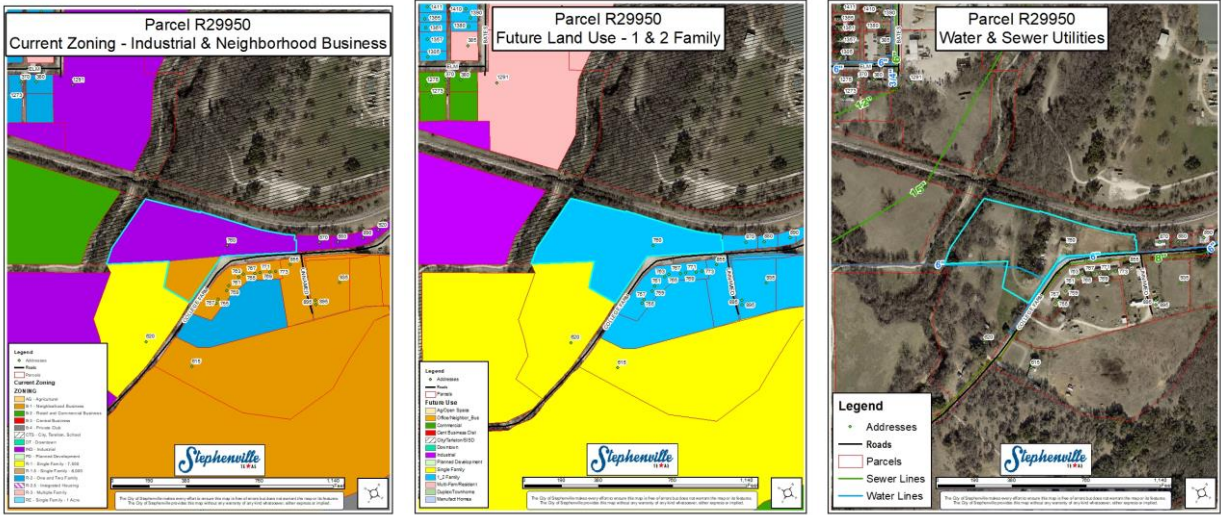
RECOMMENDATION:

The Planning and Zoning Commission convened on October 19, 2022, and by a vote of 4-1-1, recommended the City Council approve the rezoning request.

BACKGROUND:

The property has Current zoning of B-1, Neighborhood Business and I, Industrial District. The Future Land Use for this property is designated as R-2-, One- and Two-Family Residential District. The rezone is requested for a future multifamily project.

PROPERTY PROFILE:



Sec. 154.05.6. Multiple family residential district (R-3).

5.6.A Description. This residential district provides for medium to high-density city neighborhood development. The primary land use allows for single-family dwellings, two-to-four family dwelling units, and multiple family housing buildings and complexes platted as one parcel and sole source management. All R-3 zoning will be

appropriate to a city-style neighborhood. Recreational, religious and educational uses are also permitted so as to contribute to the natural elements of a convenient, balanced and attractive neighborhood. Development within this district is intended to be protected from the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

5.6.B Permitted Uses.

- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing, or failing to prohibit residential use of a dwelling in this district by more than three unrelated individuals;
- (2) Two-to-four family dwellings, with each family limited as in division (1) above;
- (3) Multiple family dwellings, with each family limited as in division (1) above; Student living complexes will be subject to a variance request for units designed to occupy more than three unrelated students per unit;
- (4) Assisted living center;
- (5) Convalescent, nursing or long term-care facility;
- (6) Retirement housing complex;
- (7) Accessory buildings;
- (8) Churches, temples, mosques and related facilities;
- (9) Community home;
- (10) Park or playground;
- (11) SISD school—public;
- (12) Bed and breakfast/boarding house;
- (13) Group day care home;
- (14) Registered family home;
- (15) Day care center; and
- (16) Fraternity or sorority house.

5.6.C Conditional Uses.

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

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

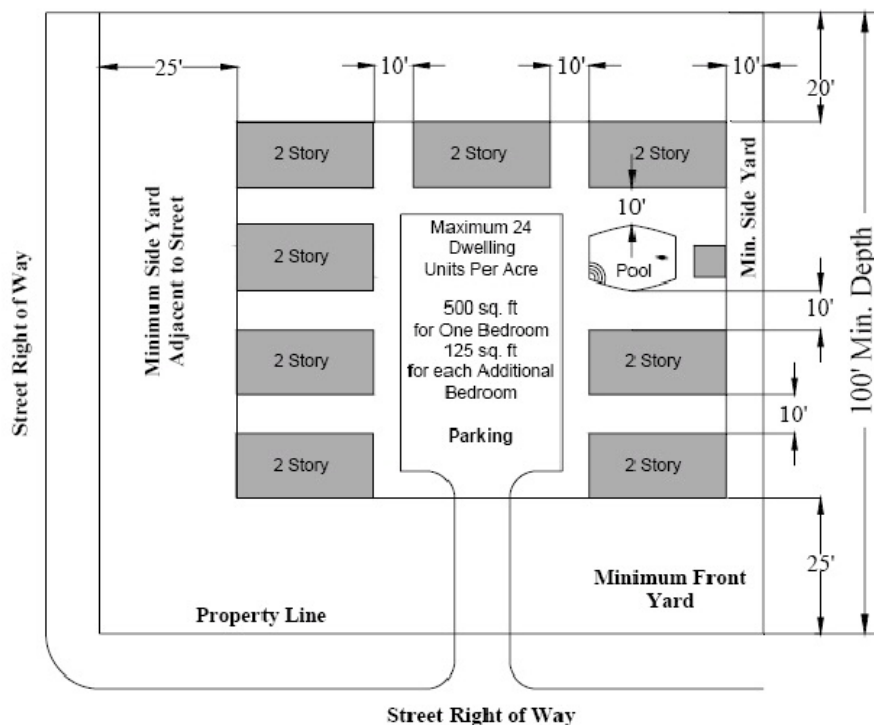
- (D) *Multiple family dwellings.*
 - (1) Minimum lot area: maximum density of 24 dwelling units per acre, which includes parking, access and all other area improvements.
 - (2) Minimum lot depth: 100 feet.
 - (3) Minimum depth of front setback: 25 feet.
 - (4) Minimum depth of rear setback: 20 feet.
 - (5) Minimum width of side setback:
 - (a) Internal lot: ten feet.
 - (b) Corner lot: 25 feet from intersecting side street.

- (6) Building size: Minimum area of each dwelling unit: 500 ft² for one bedroom or less plus 125 ft² of floor area for each additional bedroom.
- (7) Maximum height of structures: 35 feet.
- (8) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.

Height, Area, Yard and Lot Coverage Requirements Multiple-Family Dwelling

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

Multiple Family Dwelling



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

FACTORS TO CONSIDER:

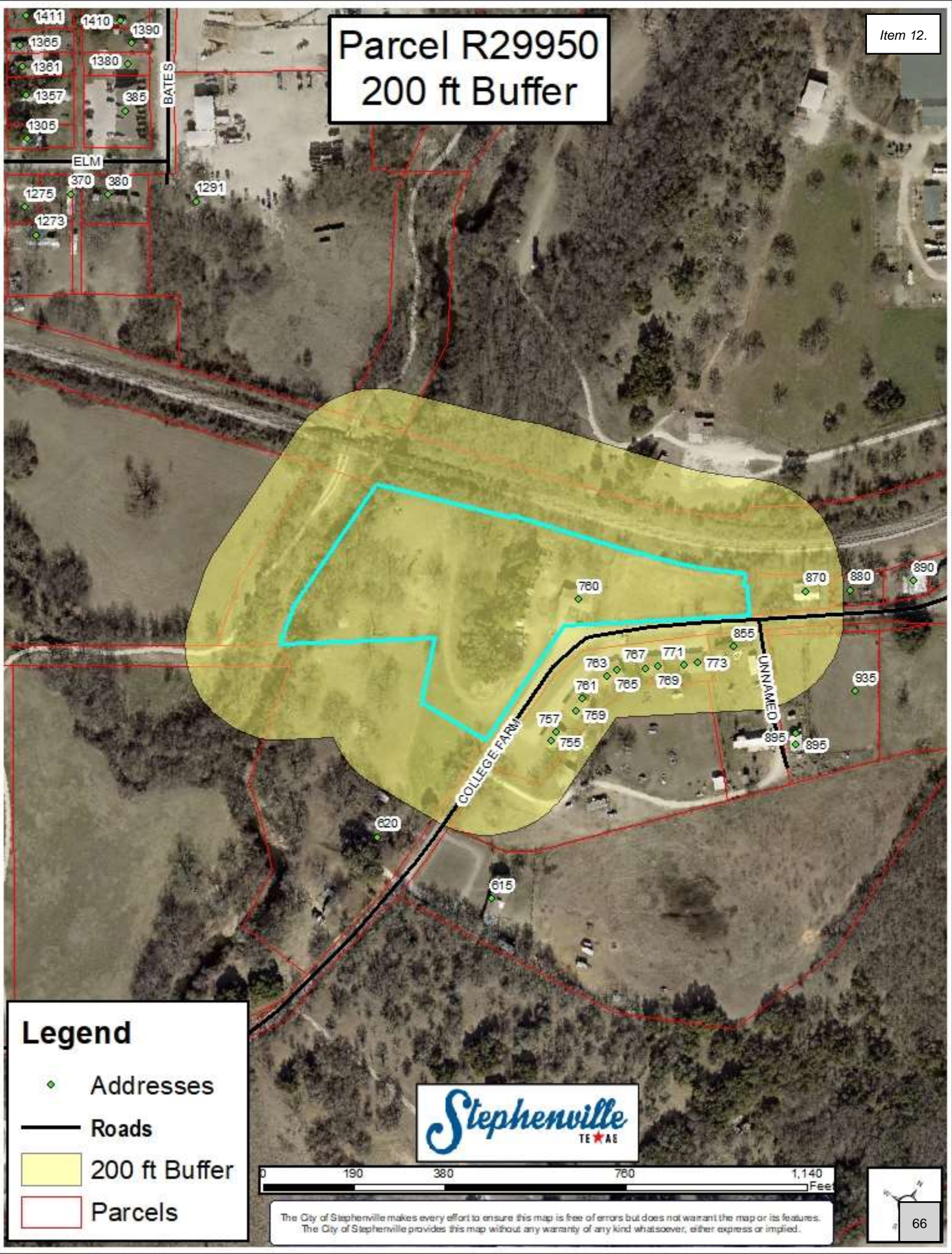
- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in property location for proposed use?

- Reasonable Use of Property – does proposed change provide reasonable use of property?
- Zoning has great discretion – deny if applicant has not proven it is in the best interest of City to approve

ALTERNATIVES:

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

Parcel R29950 200 ft Buffer



Legend

- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels

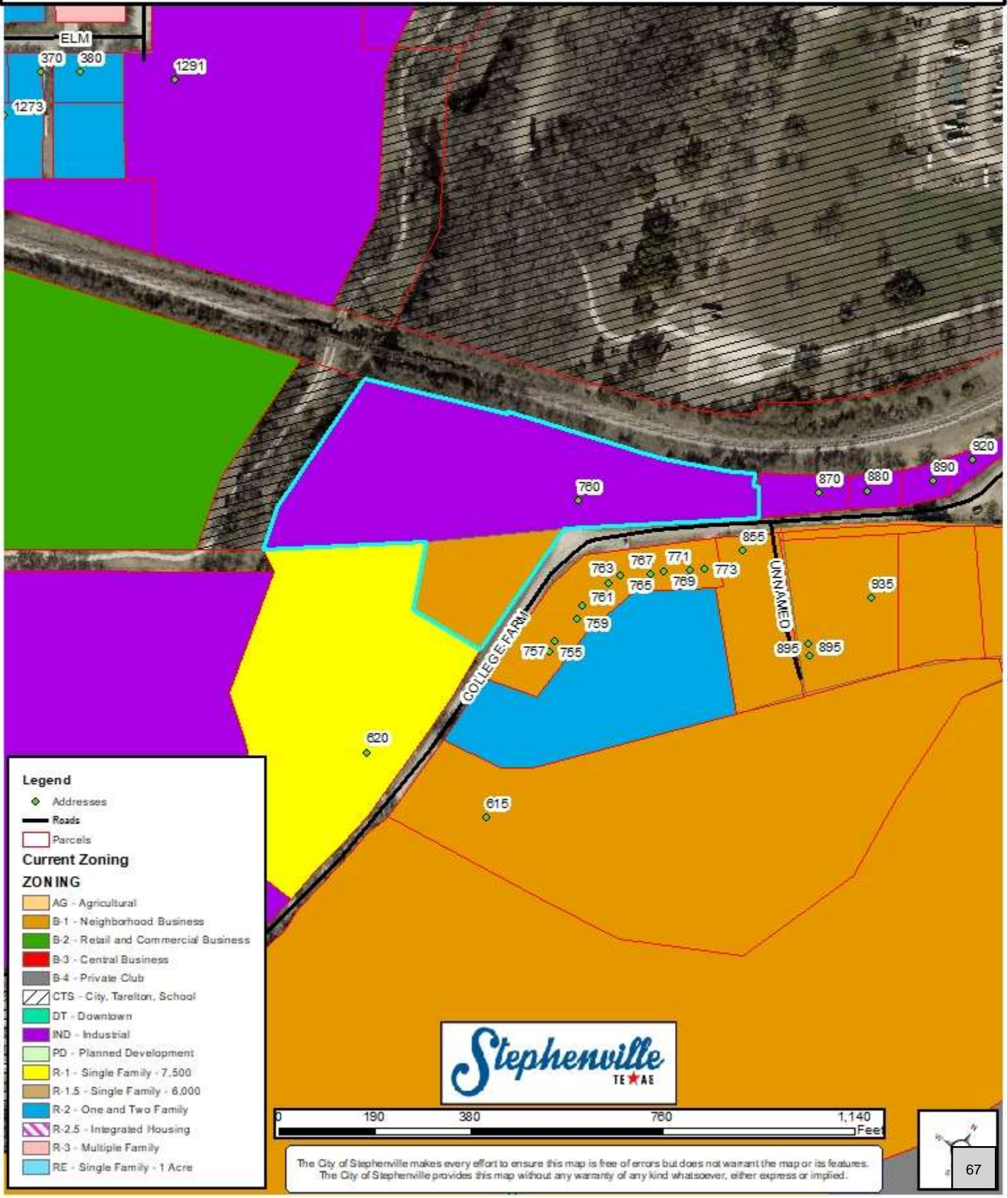


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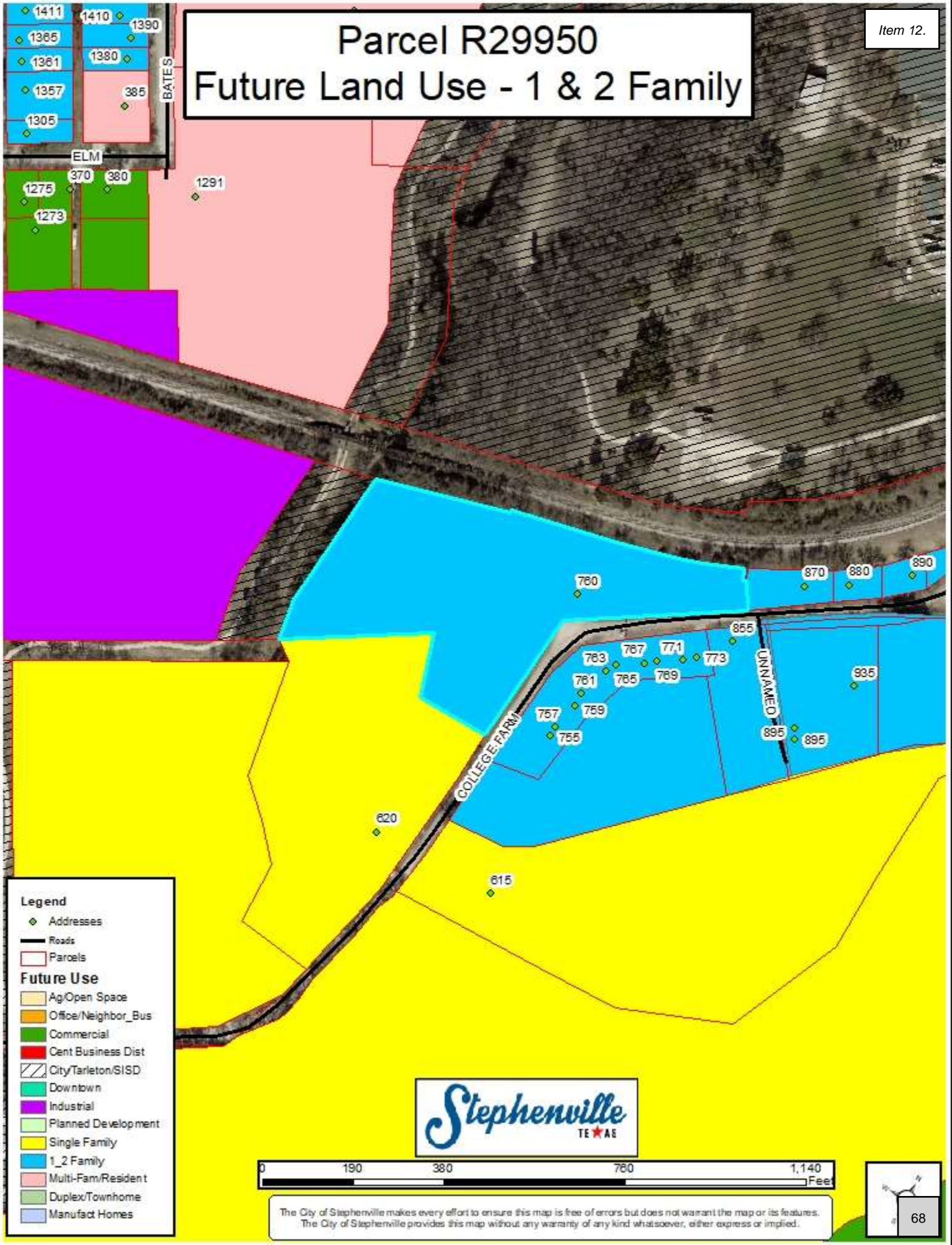
Parcel R29950

Item 12.

Current Zoning - Industrial & Neighborhood Business



Parcel R29950 Future Land Use - 1 & 2 Family



Legend

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



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Parcel R29950 Water & Sewer Utilities



Legend

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



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Parcel R29950 Address List

Item 12.

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000029922	755 COLLEGE FARM RD	BACHUS JAMES O FAMILY TRUST	PO BOX 552	STEPHENVILLE	TX	76401
R000042780	1500 COLLEGE FARM	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000075574	0 E FREY	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000075657	0 BATES (OFF)	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000029966	205 E FREY	CTMS INC	PO BOX 1457	STEPHENVILLE	TX	76401
R000014966	0 N PADDOCK & VANDERBILT	FORT WORTH & WESTERN RAILROAD	6300 RIDGLEA PLACE STE 1200	FORT WORTH	TX	76116-5738
R000040797	895 COLLEGE FARM RD	GALE RONALD	895 COLLEGE FARM RD APT 11	STEPHENVILLE	TX	76401
R000029960	1291 BATES	IESI TX CORPORATION	PO BOX 819	IOWA PARK	TX	76367-0819
R000029924	615 COLLEGE FARM RD	LIEB RICHARD J & REBECCA R LIEB	615 COLLEGE FARM RD	STEPHENVILLE	TX	76401
R000029926	620 COLLEGE FARM RD	MITCHELL DEBRA J	620 COLLEGE FARM ROAD	STEPHENVILLE	TX	76401
R000029950	760 COLLEGE FARM RD	MOWAYS COMMUNICATIONS, LLC	1319 BELHAM RIDGE CT	SPRING	TX	77379
R000072743	855 COLLEGE FARM RD	OXFORD WILLIAM H	159 S GRAHAM	STEPHENVILLE	TX	76401
R000029923	0 COLLEGE FARM RD	OXFORD WILLIAM H	PO BOX1298	STEPHENVILLE	TX	76401
R000029948	880 COLLEGE FARM RD	RUST WADE	524 PR1709	GORDON	TX	76453
R000029945	870 COLLEGE FARM RD	STEWART DENNY J	870 COLLEGE FARM RD	STEPHENVILLE	TX	76401
R000063085	0 COLLEGE FARM RD	VLB%DAVENEL DEBRA J	620 COLLEGE FARM RD	STEPHENVILLE	TX	76401

SURVEY PLAT

LEGEND:

- AC.....Air Conditioning Unit
- CIRF.....Capped Iron Rod Found
- CO.....Cleanout
- EM.....Electric Meter
- FCP.....Pipe Fence Corner Post
- GY.....Guy Wire
- ICV.....Irrigation Control Valve
- IRF.....Iron Rod Found
- OE.....Overhead Electric
- PP.....Power Pole
- WM.....Water Meter
- D.R.E.C.T.....Deed Records, Erath County, Texas
- P.R.E.C.T.....Plat Records, Erath County, Texas
- R.R.E.C.T.....Real Records, Erath County, Texas
- Chainlink Fence...
- Metal Fence.....
- Wire Fence.....

NOTES:

1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. By scaled location of FEMA FIRM Map No. 48143C0430D, effective date November 16, 2011, the subject property lies within Zone X (unshaded) - Areas determined to be outside the 0.2% annual chance floodplain.
3. See separate metes and bounds description prepared with this survey plat.

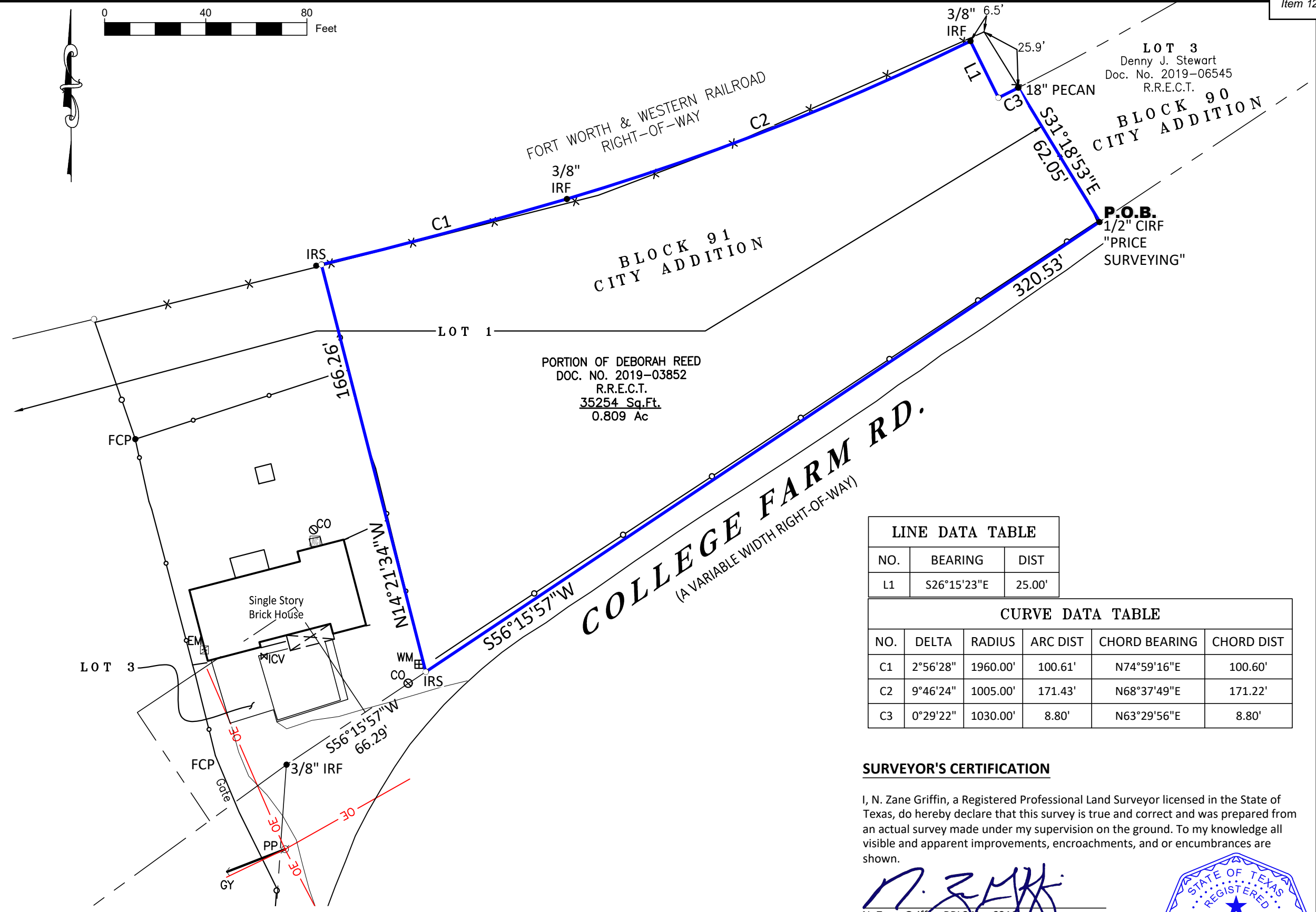
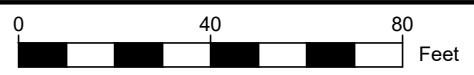
SCHEDULE "B" ITEMS:

Only those items listed in Schedule "B" of commitment GF No. 22-37246, effective date August 15, 2022, issue date August 23, 2022, prepared by King Title Company have been reviewed and are listed as follows:

10.a. Easement to Texas Power & Light Company, as recorded in Volume 260, Page 193, Deed Records, Erath County, Texas.
- UNABLE TO PLOT - AMBIGUOUS DESCRIPTION (NO EVIDENCE FOUND ON SURVEYED PROPERTY)



P.O. Box 2465 Stephenville, Tx 76401
 zane@nativelandsurveying.com ~ 254-434-6695
 TBPELS Firm No. 10194572



PORTION OF DEBORAH REED
 DOC. NO. 2019-03852
 R.R.E.C.T.
 35254 Sq.Ft.
 0.809 Ac

LOT 3
 Denny J. Stewart
 Doc. No. 2019-06545
 R.R.E.C.T.

BLOCK 90
 CITY ADDITION

P.O.B.
 1/2" CIRF
 "PRICE SURVEYING"

LINE DATA TABLE

NO.	BEARING	DIST
L1	S26°15'23"E	25.00'

CURVE DATA TABLE

NO.	DELTA	RADIUS	ARC DIST	CHORD BEARING	CHORD DIST
C1	2°56'28"	1960.00'	100.61'	N74°59'16"E	100.60'
C2	9°46'24"	1005.00'	171.43'	N68°37'49"E	171.22'
C3	0°29'22"	1030.00'	8.80'	N63°29'56"E	8.80'

SURVEYOR'S CERTIFICATION

I, N. Zane Griffin, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground. To my knowledge all visible and apparent improvements, encroachments, and or encumbrances are shown.

N. Zane Griffin, RPLS No. 6810
 Date: August 24, 2022



PROJECT PROPOSAL FOR:
TBD COLLEGE FARM RD.
STEPHENVILLE, TX 76401

September 27th 2022

To whom it may concern:

The project proposal for (TBD) College Farm Rd is to build multi unit family dwellings for rental, that will accommodate students and local residents in the Stephenville areas. Our goal is to provide affordable living with quality amenities. We are looking forward to being a productive member the Stephenville community.

Sincerely Yours,

MoWays Communications, LLC

Elmer Mosbey



Ophelia Mosbey



ORDINANCE NO. 2022-O-XX

AN ORDINANCE REZONING THE LAND DESCRIBED FROM INDUSTRIAL (I) TO MULTI-FAMILY RESIDENTIAL DISTRICT (R-3)

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

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

Being Block 91; Lots 1 &3 and Block 88; Lot 2 (house and barns) of the City Addition to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R29950, 0.809 acres out of 5.490 acres, in the Erath County Appraisal District Records, located at 760 College Farm Road

is hereby rezoned and the zoning classification changed from the classification of Industrial (I) to Multi-family Residential District (R-3), in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 1st day of November, 2022.

Ricky Thurman, Mayor Pro Tem

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.: RZ2022-024

Applicant Mindy Scrivner is requesting a rezone of property located at 3141 Bob White, Parcel R39977, being BLOCK 1; LOTS 6 & 7; & MH, of the S5530 QUAIL RUN SUBDIVISION to the City of Stephenville, Erath County, Texas from Single Family Residential District (R-1) to Integrated Housing District (R-2.5).

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

RECOMMENDATION:

The Planning and Zoning Commission convened on October 19, 2022, and by a vote of 5-1, recommended the City Council approve the rezoning request.

BACKGROUND:

The property has current zoning of R-1, Single Family Residential District. The Future Land Use for this property is designated as MH, Manufactured Homes District. The rezone is requested to build two, single-family homes.

PROPERTY PROFILE:



Sec. 154.05.3. Single-family residential district (R-1) (7,500 ft²).

5.3.A Description. This residential district provides for a generally lesser density city neighborhood development. The primary land use allows for single-family dwelling development appropriate to a city-style neighborhood. Other uses within this district shall contribute to the nature of the neighborhood. Development within this district is intended to be separate from and protected from

the encroachment of land activities that do not contribute to the esthetic and functional well being of the intended district environment.

5.3.B Permitted Uses.

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

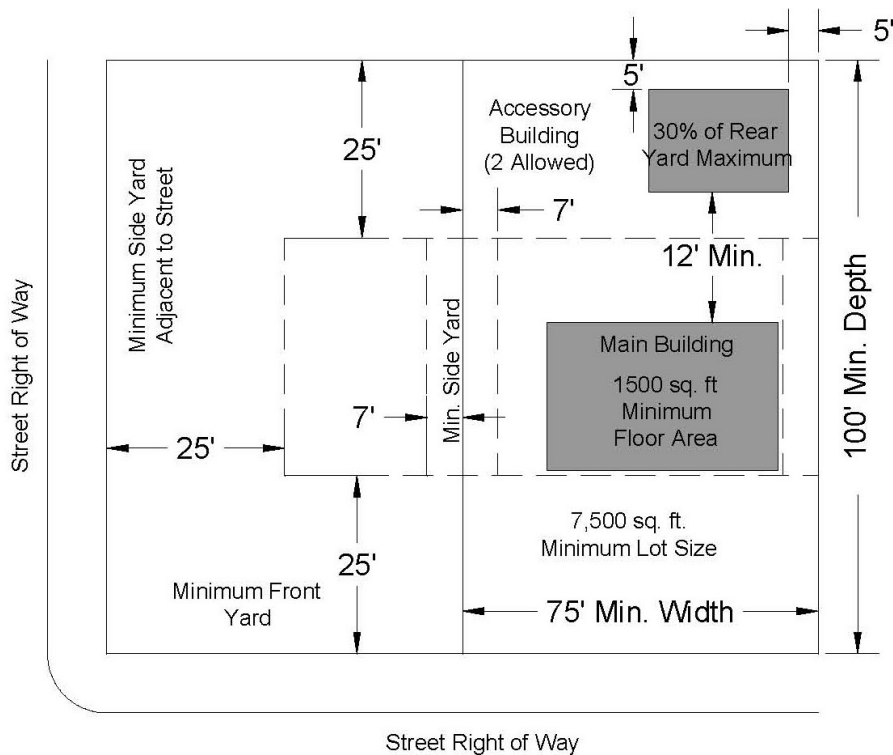
5.3.C Conditional Uses.

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

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

- (1) Maximum density: one dwelling unit per lot.
- (2) Minimum lot area: 7,500 ft².
- (3) Minimum lot width and lot frontage: 75 feet.
- (4) Minimum lot depth: 100 feet.
- (5) Minimum depth of front setback: 25 feet.
- (6) Minimum depth of rear setback: 25 feet.
- (7) Minimum width of side setback:
 - (a) Internal lot: seven feet.
 - (b) Corner lot: 25 feet from intersecting side street.
- (8) Building size:
 - (a) Maximum main building coverage as a percentage of lot area: 40%.
 - (b) Minimum area of main building: 1,500 ft².
- (9) Accessory buildings:
 - (a) Maximum accessory buildings coverage of rear yard: 30%.
 - (b) Maximum number of accessory buildings: two.
 - (c) Minimum depth of side setback: five feet.
 - (d) Minimum depth of rear setback: five feet.
 - (e) Minimum depth from the edge of the main building: 12 feet.
- (10) Maximum height of structures: 35 feet.
- (11) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the

building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.

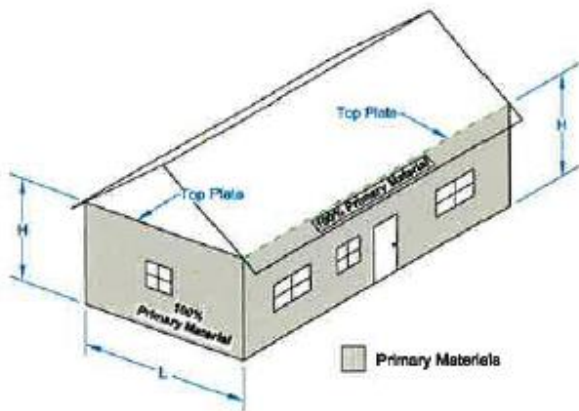


5.3.E Parking Regulations. A Single-Family, R-1 District lot shall provide a minimum of two vehicle parking spaces, with a driveway connecting the parking spaces with a street or alley, and meet all the pertinent requirements contained in this ordinance, Section 11, Parking Regulations of this ordinance.

5.3.F Type of Construction.

- (1) The exterior walls of all new dwellings to the top plate, shall be constructed exclusively of primary materials, excluding doors, windows, and porches. See Section 10.E(1): Exterior Building Material Standard—Primary Materials.
- (2) Existing dwellings expanding the total square footage of the building 50% or less, or modifying the exterior walls, may use the same exterior construction material as the existing primary building. If the material is not available, similar material may be used if approved by the Community Development Director.
- (3) Existing dwellings expanding the total square footage of the building by more than 50%, or proposing to use a material consistent with the primary structure for any expansion must use primary materials, Section 10.E(1): Exterior Building Material Standard—Primary Materials, for the expansion area.

5.3.F Exterior Building Material Standards



NEW CONSTRUCTION

Total Exterior Wall shall equal,
100% of Primary Materials.
(Windows & Doors are excluded)

EXISTING STRUCTURES

1. Expanding or modifying the footage of the building 50% or less, may use the same exterior material as the existing primary building. If not available, approval is need from the Community Development Director.
2. Expanding or modifying the footage of the building 50% or more, must use 100% Primary Materials of the exterior wall.
3. Windows and Doors are excluded.

(Ord. 2011-26, passed 12-6-2011)

FACTORS TO CONSIDER:

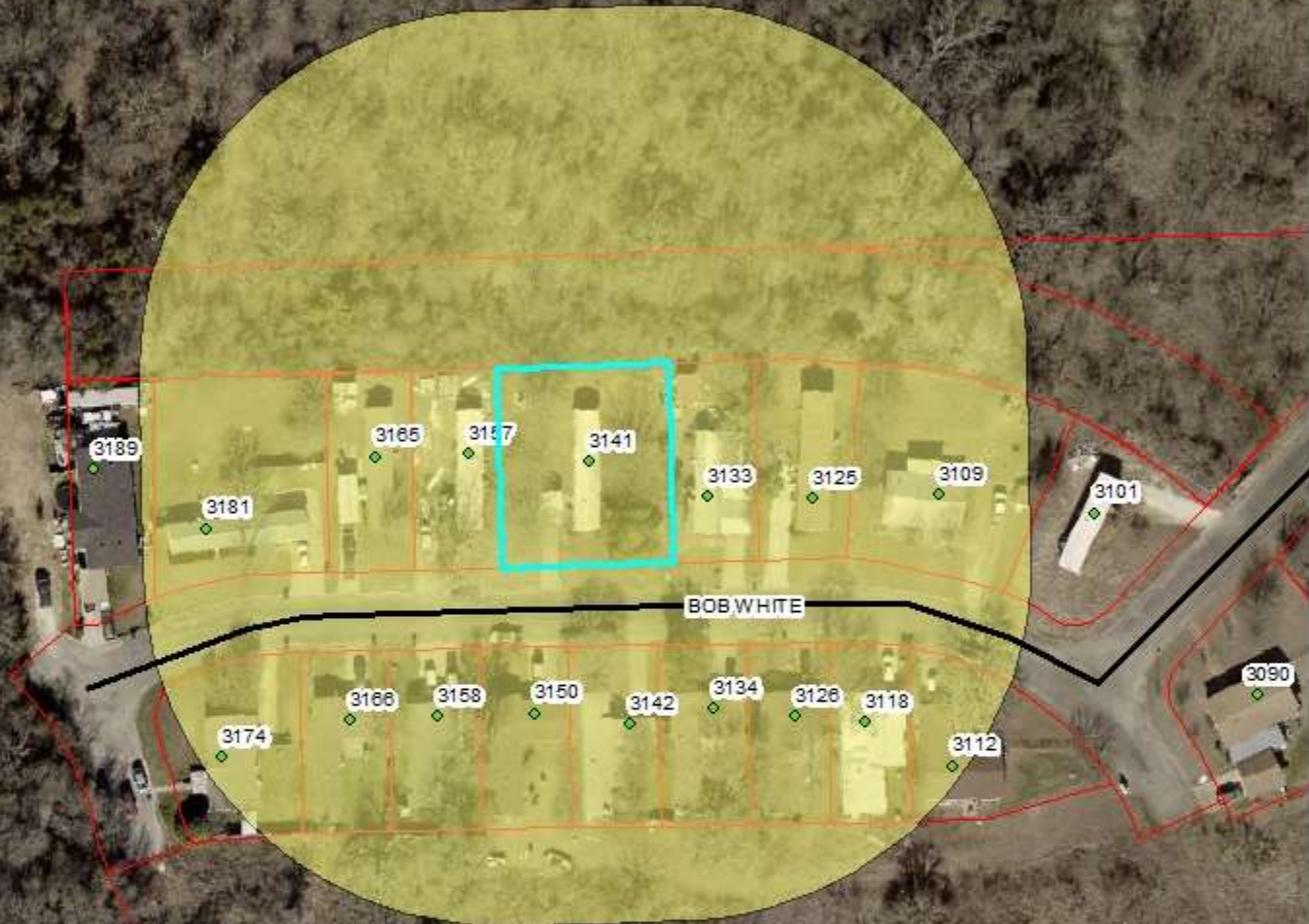
- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in property location for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

ALTERNATIVES:

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

Parcel R39977 200 ft Buffer

Item 14.



Legend

- ◆ Addresses
- Roads
- 200 ft Buffer
- Parcels



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

Parcel R39977

Current Zoning - R1 Single Family

Item 14.



Legend

- ◆ Addresses
- Roads
- ▭ Parcels

Current Zoning

ZONING

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



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

Parcel R39977

Future Land Use - Manufactured Homes

Item 14.



Legend

- ◆ Addresses
- Roads
- ▭ Parcels

Future Use

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



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Parcel R39977 Water & Sewer Utilities

Item 14.



Legend

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



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Parcel R39977 Address List

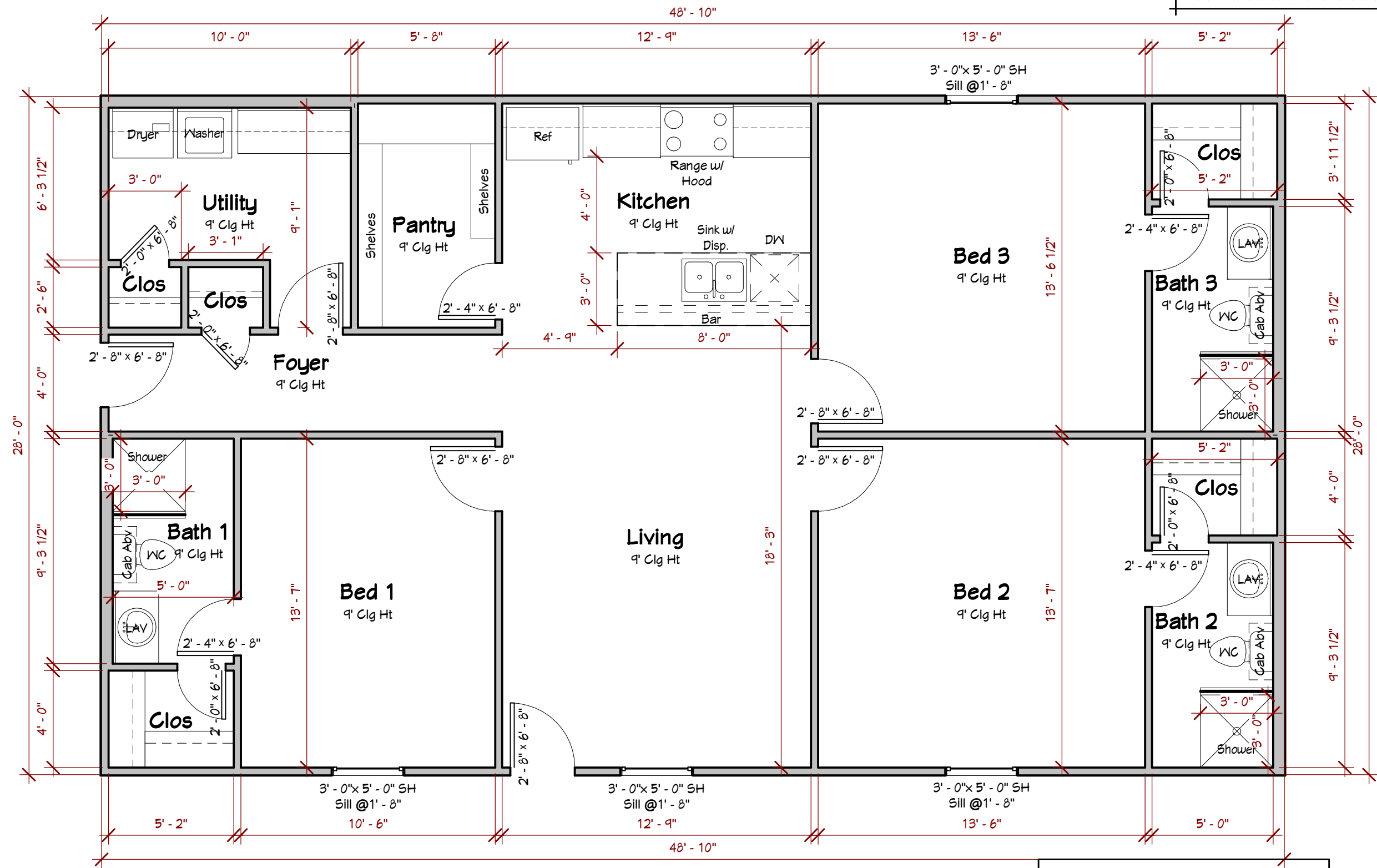
Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000039992	3174 BOB WHITE RD	BARHAM JACI	1539 HILL VALLEY	STEPHENVILLE	TX	76401
R000039984	3112 BOB WHITE RD	CIRCLE M REAL ESTATE LLC	PO BOX 441	GORDON	TX	76453
R000039990	3158 BOB WHITE RD	CIRCLE M REAL ESTATE LLC	PO BOX 441	GORDON	TX	76453
R000039988	3142 BOB WHITE RD	CIRCLE M REAL ESTATE LLC	PO BOX 441	GORDON	TX	76453
R000039987	3134 BOB WHITE RD	CIRCLE M REAL ESTATE LLC	PO BOX 441	GORDON	TX	76453
R000039986	3126 BOB WHITE RD	CIRCLE M REAL ESTATE LLC	PO BOX 441	GORDON	TX	76453
R000039985	3118 BOB WHITE RD	CIRCLE M REAL ESTATE LLC	PO BOX 441	GORDON	TX	76453
R000039977	3141 BOB WHITE RD	CIRCLE M REAL ESTATE LLC	PO BOX 441	GORDON	TX	76453
R000039983	3189 BOB WHITE RD	DURAN JOSE JORGE	3189 BOB WHITE	STEPHENVILLE	TX	76401
R000039979	3157 BOB WHITE RD	GONZALEZ ALVARO	1726 CR508	DUBLIN	TX	76446
R000039989	3150 BOB WHITE RD	GOODMAN EDWIN D	PO BOX 1713	STEPHENVILLE	TX	76401-0000
R000039973	3109 BOB WHITE RD	MACIAS EDGAR	3109 BOB WHITE RD	STEPHENVILLE	TX	76401
R000057809	0 BOB WHITE RD	MILLS JAY	PO BOX 1669	STEPHENVILLE	TX	76401-0000
R000039994	0 BOB WHITE RD	MILLS JAY M	PO BOX 1669	STEPHENVILLE	TX	76401-0000
R000039980	3165 BOB WHITE RD	PIPER CADE	PO BOX 267	MORGAN MILL	TX	76465
R000023754	0 BOB WHITE RD	REF INVESTMENTS LLC	681 PEACH ORCHARD RD	STEPHENVILLE	TX	76401
R000039976	3133 BOB WHITE RD	RIOJAS RAFAEL & ROSA	3133 BOB WHITE	STEPHENVILLE	TX	76401-0000
R000039972	3101 BOB WHITE RD	RODRIGUEZ SANDRA ADELA	3101 BOB WHITE RD	STEPHENVILLE	TX	76401
R000039982	3181 BOB WHITE RD	SHERIDAN BECKY & DALTON SHERIDAN	PO BOX 219	BLUFF DALE	TX	76433
R000039991	3166 BOB WHITE RD	VEH SERIES, LLC	6413 MCCARTNEY LANE	GARLAND	TX	75043
R000044948	3050 W WASHINGTON	WAYLAND JOHN R ET AL	560 CR383	STEPHENVILLE	TX	76401-8796
R000039975	3125 BOB WHITE RD	WILLIAMS RAY	1404 PRAIRIE WIND BLVD	STEPHENVILLE	TX	76401-5911

IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO VERIFY AND COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES. BUILDER TO VERIFY ALL ASPECTS OF PLANS PRIOR TO CONSTRUCTION.

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HOUSE PLANS
REMODELS
ADDITIONS
LIGHT COMMERCIAL
817-454-6043
farrisdesigngroup@gmail.com

Farris Design Group
Building Design



3141 Bobwhite

Project # 1120-1-0322
Date 03-22-2022

PLAN SUBJECT TO CHANGE IN ELEVATION DESIGN.
WINDOW SIZE AND LOCATION TO BE CO-ORDINATED AT ELEVATION AND ARE SUBJECT TO CHANGE

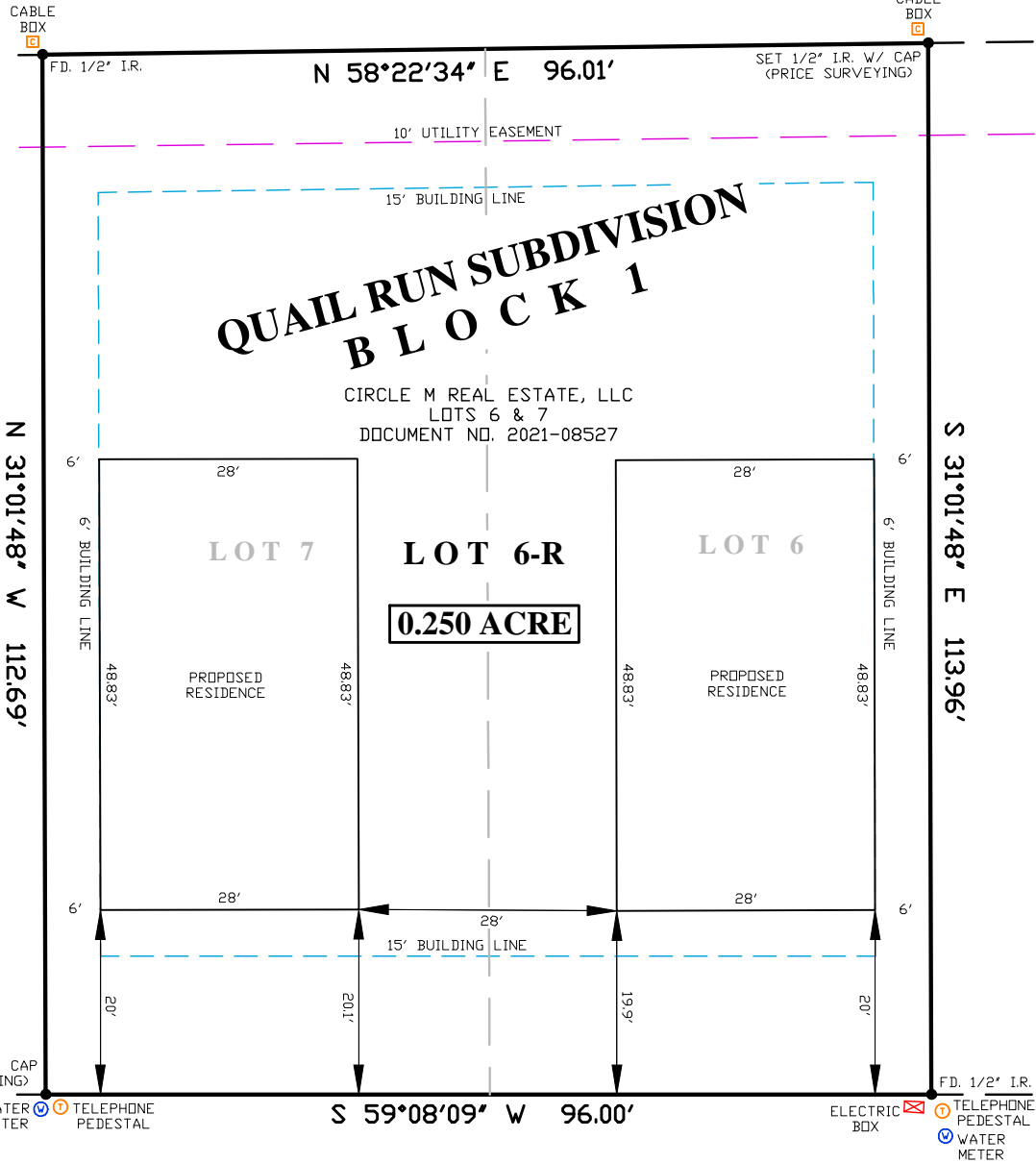
Building Area Schedule	
Name	Area
First Floor	1367 SF
Conditioned	1367 SF

Floor Plan
scale 1/4" = 1'-0"

Sheet
01

DRAINWAY

60'



LOT 8

N 31°01'48" W 112.69'

LOT 7

LOT 6-R

0.250 ACRE

LOT 6

LOT 5

S 31°01'48" E 113.96'

S 59°08'09" W 96.00'

BOB WHITE ROAD

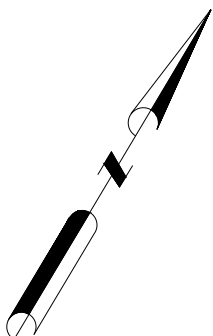
50'

ADDRESS: 3141 BOB WHITE ROAD
STEPHENVILLE, TX 76401

BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, NAD83
NORTH CENTRAL TX ZONE, US SURVEY FOOT

NOTE: ALL DISTANCES ARE SURFACE DISTANCES

NOTE: THIS PROPERTY IS LOCATED WITHIN
ZONE "X" (AREAS DETERMINED TO BE
OUTSIDE THE 0.2% ANNUAL CHANCE
FLOODPLAIN) ACCORDING TO F.I.R.M. PANEL
48143C0430D, EFFECTIVE NOVEMBER 16, 2011



ORDINANCE NO. 2022-O-37

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

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

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

Being Block 1; Lots 6 & 7 of the S5530 Quail Run Subdivision to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R39977 in the Erath County Appraisal District Records, located at 3141 Bob White

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

PASSED AND APPROVED this the 1st day of November, 2022.

Ricky Thurman, Mayor Pro Tem

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: Proposed Revision to Chapter 154.20.2.K of the Zoning Ordinance
DEPARTMENT: Development Services
STAFF CONTACT: Steve Killen

BACKGROUND:

The City Council Development Services Committee convened September 20, 2022, to consider a proposed revision to Section 154.20.2.K of the Subdivision Ordinance, striking Paragraph 3 as reflected in the following excerpt and creating a new paragraph (3) and (4) as follows:

Sec. 154.20.2. Planning and zoning commission—Rules of procedure.

Roberts Rules of Order, the latest revision, shall be the Commission's final authority on all questions of procedures and parliamentary law not covered by these Rules of Procedures.

20.2.K Motions.

- (1) A motion may be made by any member other than the presiding officer.
- (2) A motion to approve any matter before the Commission or to recommend approval of any request requiring Council action shall require two-thirds favorable votes of the members present.
- (3) A motion to deny any matter before the Commission or to recommend denial of any request requiring Council action shall require a majority vote of those present. ~~(a) When fewer than all the members are present for the voting and when all motions to recommend on a given application fail to carry by two-thirds votes, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present.~~
 - ~~(b) — Provided further that no request or application shall be continued under this rule beyond the next regular meeting; failure of the Commission to secure two-thirds concurring votes to approve or recommend approval at the next regular meeting shall be recorded in the minutes as a denial of the proposal under this rule.~~
- (4) If the Commission fails to obtain the minimum votes required, the item before the Commission requiring Council action shall be forwarded with no recommendation.

The Committee, by a unanimous vote of 4/0, assigned the Planning and Zoning Commission to hold a public hearing to consider the proposed revisions as presented and make a recommendation to the City Council for adoption.

The Planning and Zoning Commission convened on October 19, 2022 and held a Public Hearing. No comments were received. The Commission, by a unanimous vote of 6-0, recommended the City Council adopt the revisions as presented.

ALTERNATIVES:

1. Accept the recommendation of the Planning and Zoning Commission and adopt the proposed revisions.

2. Overrule the recommendation of the Planning and Zoning Commission and reject the proposed revisions.

AN ORDINANCE OF THE CITY OF STEPHENVILLE, TEXAS AMENDING SECTIONS 154.20.2.K OF THE CODE OF ORDINANCES TO REVISE THE RULES OF PROCEDURE RELATING TO MOTION, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to streamline the rules of procedure for the City’s Planning and Zoning Commission; and

WHEREAS, the City Council has determined that the City Council has determined that the rules of procedure for the City’s Planning and Zoning Commission should be revised,

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

SECTION 1.

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

Sec. 154.20.2 Planning and zoning commission – Rules of Procedure

20.2.K Motions.

- (1) A motion may be made by any member other than the presiding officer.
- (2) A motion to approve any matter before the Commission or to recommend approval of any request requiring Council action shall require two-thirds favorable vote of the members present.
- (3) A motion to deny any matter before the Commission or to recommend denial of any request requiring Council action shall require a majority vote of those present.
- (4) If the Commission fails to obtain the minimum votes required, the item before the Commission requiring Council action shall be forwarded with no recommendation.

SECTION 2.

This ordinance shall be effective upon passage.

PASSED AND APPROVED this the 1st day of November, 2022.

Ricky Thurman, Mayor Pro Tem

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason M. King, City Manager

Randy Thomas, City Attorney
Approved as to form and legality



DEVELOPMENT SERVICES COMMITTEE REPORT

MEETING: Development Services Committee Meeting – October 18, 2022
Present: P7 Gerald Cook, Chair; P6 David Baskett; P8 Mark McClinton
Absent: P2 Justin Haschke
DEPARTMENT: Development Services
STAFF CONTACT: Steve Killen

AGENDA ITEM: Discussion of TIRZ 1D, 1E and TIRZ 2

The Committee received an update prepared by David Pettit Economic Development group. The recommended next steps included:

1. Consider amendment to the Creation Ordinance for TIRZ 1 to expand the boundaries.
2. Consider Creation Ordinance to create TIRZ 2.

The Committee voted unanimously (3-0) to bring the items to the City Council for consideration with a positive recommendation.

AGENDA ITEM: Discussion of Draft Ordinance for Multifamily Permitting and Inspection Program

City Manager Jason King provided an overview of the program that was approved during the 2022-23 FY Budget. The Committee voted 2-1 to send the draft ordinance to the City Council with a positive recommendation.



COMMITTEE REPORT

REPORT TYPE: Personnel Committee Report
MEETING: October 18, 2022
Present: Ricky Thurman, Chair; Mark McClinton, Gerald Cook
Absent: Justin Haschke
DEPARTMENT: Administration
STAFF CONTACT: Jason King, City Manager

HEADER TITLE 1: Performance Evaluation and Pay Policy

On October 18, 2022, the Personnel Committee met and discussed a proposed performance evaluation and pay policy. After discussion was held, the committee unanimously recommended to full council approval of the policy.

CITY OF STEPHENVILLE PERFORMANCE EVALUATION POLICY

I. PURPOSE AND SCOPE

The purpose of this policy is to outline the City of Stephenville's employee performance evaluation program, including the use of the Performance Evaluation Form. The performance evaluation program has been developed to accomplish several goals:

- to continuously improve the effectiveness and efficiency of public services.
- to provide an opportunity for two-way communication and planning between employees and their supervisors.
- to assist employees in increasing the effectiveness of their job performance.
- to provide a mechanism to establish and maintain individual and departmental goals.
- to serve as the basis of acknowledging employee's accomplishments and recognizing employee's potential need for guidance, training, and/or support; and
- to provide documentation of employee performance to serve as the basis for salary adjustments and personnel actions.

II. APPLICABILITY

This policy applies to all full time and permanent part time City of Stephenville employees.

III. DEFINITIONS

Refer to the Personnel Policy Manual for commonly used words and phrases.

IV. POLICY

It is the policy of the City of Stephenville that all full-time and permanent part-time employees will be formally evaluated on an annual basis. Additionally, employees who are nearing the end of any probationary period shall be evaluated prior to the determination as to whether the employee should be retained on a permanent basis. Informal evaluations of employees will occur throughout the year.

V. GENERAL PROCEDURES

A. Forms

All City of Stephenville employees will be evaluated using an Employee Performance Review Form.

B. Timing

All employees will be formally evaluated prior to the conclusion of the probationary period, and annually thereafter prior to the beginning of each fiscal year. Informal evaluation of employee performance is on-going throughout the year.

C. Meetings

Supervisors are expected to hold a private meeting with each of their employees to discuss the employee's performance over the preceding year. Supervisory employees will then review the evaluation with their department director prior to finalizing the evaluation.

D. Compensation

All annual evaluations used for compensation step increases will be completed between September 1st and October 31st annually. Annual funding for step increases is included in the annual budget and must be approved by City Council. In order to qualify for compensation step increases an employee must be beyond their probationary period prior to the end of the first pay period in November or must have been in the same job classification for at least six months prior to the end of the first pay period in November. If an employee does not meet the timing as written above, then step increases will not occur until the following fiscal year.

For employees eligible for performance step increases, every department director will authorize the step increase and forward a copy of the authorization to the Human Resources Department, along with the Performance Review Form, upon completion of the review. The Human Resources and Finance Departments will then process the step request as approved annually by the budget process and adoption.

E. Employee Grievances

If an employee disagrees with their review, the employee may provide comments in the space provided. If the disagreement cannot be resolved within the department, the supervisor should refer the employee to the appropriate grievance or appeal procedure in the Employee Personnel Manual.

VI. EVALUATION PROCEDURES

The following steps should be followed for all performance evaluations.

A. Evaluation of Primary Job Duties

1. Using the appropriate job description as a guide, the evaluator should identify the employee's primary job duties and include them in the space provided. The evaluator should choose the duties which are most frequently performed and most important for the review year. Job duty statements should include the "what", "how", and "why" of the work activity and should begin with an action verb. Supervisors should remind employees that they are responsible for all job duties assigned, even if they are not written on the evaluation form.
2. The evaluator should identify the performance criteria used to evaluate the employee and review the job duties. Work products can be described by the quality of the work, the amount of work to be performed, the timeframe in which the work should be done, and the cost of the work. Work process can be described by the way the employee works with others, and the procedures used to complete the work. For some duties, the work product may be the supervisor's focus in a given year. For others, the work process may need to be highlighted.
3. Work criteria should be observable, clear, specific, realistic, easy to follow, and similar for employees who are doing the same work.

4. During the review, the employee's performance during the performance period will be evaluated according to the following Rating Guide:

Superior:	Greatly exceeds job performance expectations.
Exceeds Expectations:	Consistently exceeds job performance expectations.
Fully Competent:	Consistently meets and may sometimes exceed job performance expectations.
Generally Meets:	Generally meets job performance expectations.
Does Not Meet:	Work does not meet job performance expectations.

5. A narrative description of the performance and supporting documentation must accompany any ranking of "Generally Meets" or "Does Not Meet".

B. Performance Expectations

In this portion of the form, the supervisor reviews various aspects of the employee's performance, which are not specific to a particular job duty, using the Rating Guide, set forth above.

1. Quality of Work

- Understanding of, and compliance with, Departmental procedures, policies, and operations.
- Understanding job responsibilities and role in departmental operations;
- General understanding of departmental operations; knowing when to answer a question and when and how to defer to a supervisor.
- Organizational skills: The ability to pace workflow and schedule time, timeliness of work.
- General appearance of finished work product.
- Accuracy of work - number of errors or corrections.
- Number of complaints/problems received from the public or other departments due to work errors.
- Degree of thoroughness applied to tasks.

2. Quantity of Work

- Quantity of output viewed in terms of the general volume of activity in the department;
 - amount of work assigned versus amount completed;
 - volume of output compared to other staff.
- Adaptability to quickly resume work after being interrupted to perform another task.

3. Work Habits

- Appropriate attendance level.
- Consistently punctual; appropriate use of "breaks."
- Works independently without requiring constant supervision.
- Shows initiative and willingness to learn responsibilities of other positions, when appropriate.
- Willingness to take on extra work when required by circumstances.
- Performs work in a manner that the supervisor can rely on the work as accurate and timely.
- Acquiring/Retaining any special skills required by the department;
 - willingness and initiative taken to acquire additional knowledge and assume new tasks.

4. Communication

- Clarity and appropriateness of oral and written communication with employees and customers.

- Employee demonstrates appropriate level of information flow to supervisor, other employees
- Listening skills, the ability to understand questions and obtain additional information needed to answer correctly.

5. **Interpersonal Skills/Customer Service**

- Ability to interact with the public and/or co-workers in a professional manner.
 - Consistent attention to and patience with the public; tolerance of diversity; willingness to go out of the way to assist the public and other employees in a consistently pleasant manner.
- Ability to effectively handle complaints and problems and resolve conflict.
- Willingness to cooperate with peers and supervisor; ability to give and receive help; offering assistance to other divisions when workflow allows.
- Ability to accept and understand criticism and to take appropriate action to correct and improve performance.

6. **Supervisory Skills (If Appropriate)**

- Management skills -- success in planning and organizing work and achieving goals within scheduled time and fiscal limits.
- Motivation of employees -- success in gaining cooperation and high levels of performance from employees supervised.
- Development of employees -- success in training employees in skills required for assigned duties as well as providing for flexibility in back-up.

C. Evaluation of Goals for Previous Review Period (Optional)

The supervisor and the employee should review the goals set the previous year. Each employee should have at least three (3) goals, which may be modified during the year if circumstances require. If a particular goal was not achieved through no fault of the employee, the evaluator should indicate that in the space provided.

D. Goal Setting for Next Review Period (Optional)

The evaluator and the employee mutually agree on the goals to be set for the coming year. Each goal should be a concise statement of the objectives to be attained within the performance period and should have a specific target date.

E. Overall Evaluation for the Review Period

In the space provided, or on attached sheets, if necessary, the evaluator should prepare a brief narrative detailing an overall evaluation of the employee for the previous review period.

F. Employee Comments

Any employee who wishes to comment will have the opportunity to do so before the evaluation is placed in their personnel file.



COMMITTEE REPORT

REPORT TYPE: Public Health and Safety Committee

MEETING: October 18, 2022

Present: Bob Newby, chair; LeAnn Durfey, Ricky Thurman

Absent:

DEPARTMENT: Fire

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Staff recommends award of contract to Emergicon emergency medical billing for EMS billing and collections.

BACKGROUND:

The current EMS billing company is at the end of contract and two extensions. Requests for Proposals were advertised on September 3rd and 10th. The city received proposals from two EMS collection firms on September 23, 2022. The proposals were evaluated and ranked based on specific weighted criteria, including experience, references, billing and collections history, reports, as well as rates and expenses. The review committee ranked each proposal independently and the results were compiled for rankings. Although the submittals were from capable firms, the submittal by Emergicon ranked the highest due to the firm's experience, references, and rates. A copy of the ranking sheet is attached to this report.

The committee voted unanimously to forward the recommendation to Council.

TIMELINE:

After the award of contract, Emergicon estimates a 45-60 day implementation schedule.

EMS Billing RFP Grading

	Max Pts.	Emergicon		Change Healthcare	
		Raw	%	Raw	%
Procedures and Reports	3	8	2.4	8	2.4
Billing and Collections	3	9	2.7	5	1.5
Rates and Expenses	2	10	2	7	1.4
Qualifications and Experience	1	9	0.9	9	0.9
References and Feedback	1	10	1	7	0.7
	10	46	9	36	6.9

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this _____ day of _____, 2023, by and between Emergicon, LLC, a Texas limited liability corporation and City of Stephenville, a Texas municipality, (“Client”).

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, “Required Documentation” shall consist of prehospital patient care reports (PCRs) (also referred to as “trip sheets” or “run reports”), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as “assignment of benefits forms” or “signature forms”), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under

this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.

Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

- a. Provide Emergicon with all Required Documentation, as set forth in

Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient

pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMESIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

- i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.
- ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4(q) does not constitute the Client’s incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon (“Client-Provided Records”). Emergicon does not act as Client’s records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon’s possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee

for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective

termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.
- ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to

be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the

performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to six- and one-half percent (6.5%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of \$38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor or by Client's own collections team, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client instructs Emergicon to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account from such initial day Emergicon initiates such efforts.

e. If Client instructs Emergicon to place accounts with a 3rd party collection agency beyond 120 days from the date of transport, Emergicon shall be compensated

and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account from such initial day Emergicon initiates such efforts.

f. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of \$1,500 for Medicare and \$500 for Medicaid, plus any fees assessed by the Centers for Medicare & Medicaid Services.

g. If Client switches the bank account to which Emergicon has been instructed to deposit collections, Client shall pay Emergicon a one-time fee of [\$1,500] to be payable in connection with the next subsequent invoice submitted by Emergicon.

h. Emergicon will retain any commissions owed net cash receipts collected for a given month received directly by Emergicon. Any invoices submitted to Client by Emergicon are subject to Net 30 terms from the date invoiced for any balance owed on accounts. Emergicon reserves the right to add simple interest at an annual rate of 18%, compounded daily, on all where Emergicon has not received payment within (30) days of the invoice date.

i. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

j. Client agree to reimburse \$35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify client sixty (60) days in advance of any price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant,

contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In this situation, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly

represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

<u>Emergicon:</u>	<u>[client]:</u>
Emergicon, LLC.	City of Stephenville
PO Box 180446	298 W Washington St
Dallas, TX 75218	Stephenville, TX 76401
Phone: (972-602-2060)	
Fax:(469) 602-5542	

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving [Dallas County, Texas]. Client expressly agrees to personal jurisdiction and venue in any such court.
22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.
23. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.
24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
25. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.
26. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
27. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
28. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.
29. Conflicts of Interests. Special Assessor represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.
30. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of God.

31. Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

32. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.

City of Stephenville, TX

By:

By:

Signature Date

Signature Date

Christopher Turner
Print Name

Print Name

Founder and CEO
Title

Title

Business Associate Agreement
Between
City of Stephenville, TX
and Emergicon, LLC

This Business Associate Agreement (“Agreement”) between Department and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Department in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e- PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Department any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Department without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. Make PHI in a designated record set available to Department and to an individual who has a right of access in a manner that satisfies Department's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Department, or take other measures necessary to satisfy Department's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Department or an individual who has a right to an accounting within 60 days and as necessary to satisfy Department's obligations under 45 CFR §164.528;
8. To the extent that Emergicon, LLC is to carry out any of Department's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to Department when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of Department, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and Department's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Department notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that Department has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Department is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist Department in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Department's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Department agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Department of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Department of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of Department include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Department to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Department to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of Department.

D. Termination

1. Department may terminate this Agreement if Department determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party’s obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to Department or destroy all PHI received from Department, or created, maintained, or received by Emergicon, LLC on behalf of Department that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 2023

Emergicon, L.L.C.

Department

Signature: _____

Signature: _____



COMMITTEE REPORT

REPORT TYPE: Finance Committee Report
MEETING: October 18, 2022
Present: Ricky Thurman, David Baskett, Mark McClinton
Absent: Justin Haschke, chair
DEPARTMENT: Finance
STAFF CONTACT: Monica Harris

Consider approval of Municipal Court Collections Contract:

Staff presented the Municipal Court Collections Contract with Linebarger Goggin Blair and Sampson LLP. The cost of the services is passed through to the defendant and is paid to the collection agency after it is collected, so there is no cost to the City. In order for the Municipal Court to add the 30% collection fee, a resolution authorizing the collection fee must be adopted by Council.

Councilman McClinton made the motion to forward the contract as presented to full Council with a positive recommendation. Councilman Baskett seconded the motion. Motion passed unanimously.

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF ERATH

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the City of Stephenville, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code

of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) zero (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and,

notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective on the date it is fully executed by all the parties (the "Effective Date") and shall expire on December 31, 2026 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall

continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be

seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Stephenville
City Manager's Office
298 W. Washington St
Stephenville, TX 76401

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the ___ day of _____, 2022.

City of Stephenville

By: _____
Honorable Doug Svien, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Carrie Pickering, Partner
For the FIRM

NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of Stephenville will be held on November 1st, 2022 at 5:30 pm in Stephenville Council Chambers in City Hall located at 298 W. Washington, Stephenville, Texas for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent municipal court fees and fines and authorizing the execution of such agreement.

The agreement to be considered is necessary for the delinquent court fees & fines owed to the City of Stephenville to be collected in the most effective manner. The City of Stephenville desire that such delinquent court fees and fines be collected as provided in the Texas Code of Criminal Procedure.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest collection law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has not previously represented the City of Stephenville in the collection of delinquent municipal court fines and fees.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in the Texas Code of Criminal Procedure Article 103.0031. This Article specifically provides for an additional penalty on delinquent court fines and fees to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent a significant additional cost to the City.

Entering into the proposed agreement is in the best interests of the residents of the City of Stephenville because the delinquent taxes will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

RESOLUTION NO. 2022-R-21

The **City Council** of the City of Stephenville, Texas, convened at a regular meeting of said Council at the City Hall of said city on the 1st day of November, 2022, when among other business, the following was transacted with a quorum of members present:

RESOLUTION AUTHORIZING COLLECTION FEE IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A MUNICIPAL COURT SERVING THE CITY, AND AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

- 1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;
- 2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;
- 3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE;
- 4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE CITY; OR
- 5) AS SPECIFIED IN A CITATION, SUMMONS, OR OTHER NOTICE AUTHORIZED BY SECTION 682.002, TRANSPORTATION CODE, THAT CHARGES THE ACCUSED WITH A PARKING OR STOPPING OFFENSE,

WHEN SUCH DEBTS, ACCOUNTS RECEIVABLE AND AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR OTHER VENDOR FOR COLLECTION.

_____ introduced this resolution and made a motion that the same be adopted. _____ seconded the motion for adoption of the resolution. The motion, carrying with it the adoption of the resolution, prevailed by the following vote:

AYES: _____
 NAYS: _____
 ABSTENTIONS: _____

The Mayor thereupon announced that the motion had duly and lawfully carried and that the resolution had been duly and lawfully adopted. The resolution thus adopted follows:

WHEREAS, the City of Stephenville, Texas wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said City and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

WHEREAS, under said article, the governing body of said City is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, SITTING AS THE GOVERNING BODY OF SAID CITY, THAT:

Section 1: THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.

Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A MUNICIPAL COURT SERVING THE CITY WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 60 DAYS PAST DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION; AND

(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

(1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;

(2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b) OR OTHER LAW;

(3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE;

(4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE CITY; OR

(5) AS SPECIFIED IN A CITATION, SUMMONS, OR OTHER NOTICE AUTHORIZED BY SECTION 682.002, TRANSPORTATION CODE, THAT CHARGES THE ACCUSED WITH A PARKING OR STOPPING OFFENSE,

WHEN SUCH AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION.

PASSED, APPROVED and ADOPTED this 1 day of November, 2022.

CITY OF STEPHENVILLE

BY: _____
Ricky Thurman, Mayor Pro Tem

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason M. King
City Manager

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

ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Municipal Court Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor of the City of Stephenville, Texas is authorized to execute this Agreement.

After exercising its due diligence, the City of Stephenville hereby finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for the Collections of Delinquent Municipal Court Fines and Fees entered into;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Stephenville at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent municipal court fines and fees penalties provided by Texas Code of Criminal Procedure and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has not previously provided these specialized legal services to the City of Stephenville.
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City of Stephenville and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.



STAFF REPORT

SUBJECT: Monthly Budget and Quarterly Investment Report for the period Ending September 30, 2022

DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

BACKGROUND:

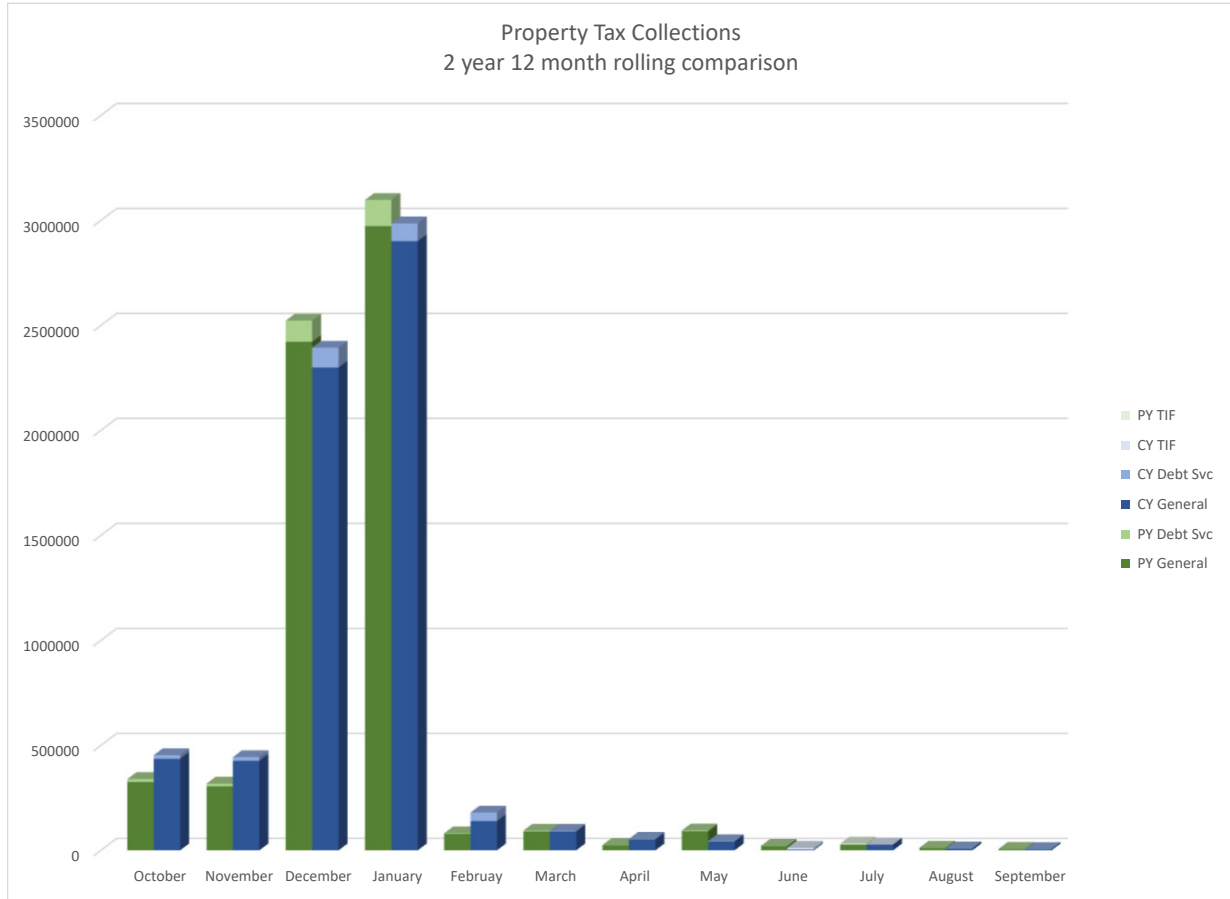
In reviewing the financial statements ending September 31, 2022, the financial indicators are overall as or better than anticipated.

- **Property Tax**
We received \$6K in property taxes in the month of September, resulting in \$59K or .88% increase over funds collected last fiscal year to date. The amount collected is 98.83% of budget, which is \$80K less than anticipated.
- **Sales Tax**
We received \$721K in sales tax in September, resulting in \$1 million or 13.5% more than the funds collected last fiscal year to date. The amount collected is 116.61% of the \$7.3 million original budget and 102.42% of the \$8.3 amended budget. This is 16.61% or \$1.2 million higher than anticipated based upon the original budget.
- **Revenue (Budgetary comparison)**
The target budget for operating revenue is \$33.3 million. We received \$34.1 million in operating revenue fiscal year to date, resulting in \$790K over the target budget due to sales taxes, franchise tax, hotel occupancy tax, sports venue tax, service charges, building permits, and fines and forfeituresp.
- **Expenditures (Budgetary comparison)**
The target budget for operating expenditures is \$23.9 million. We expended \$22.8 million in operating expenditures fiscal year to date, resulting in \$1.1 million under the target budget.
- **Revenue (Prior year comparison)**
Operating revenue received last year was \$29.9 million as compared to the current year's \$34.1 million, resulting in a \$4.2 million increase due to property tax, sales taxes, mixed drinks tax, franchise taxes, hotel occupancy taxes, sports venue taxes, service charges, building permits, fines and forfeitures, and interest.
- **Expenditures (Prior year comparison)**
Operating expenditures last year were \$20.4 million as compared to the current year's \$22.8 million, resulting in a \$2.33 million increase due to personnel, outside professional services, utilities, fuel, grant disbursements and maintenance.

- **Investments**

The total market value of cash and investments on September 30, 2022 was \$73,633,469. This is allocated 2% in demand accounts, 2% in Certificates of Deposits, less than .25% in US Treasuries, 49% in TexStar investment pool, and 47% in TexPool investment pool.

We earned \$352,054 in interest for the quarter. The average yield to maturity for all account types for the quarter was 1.71%. The average yield to maturity for investment accounts for the quarter was 1.79%. The average yield to maturity for a 3-month treasury bill for the quarter was 2.67%.



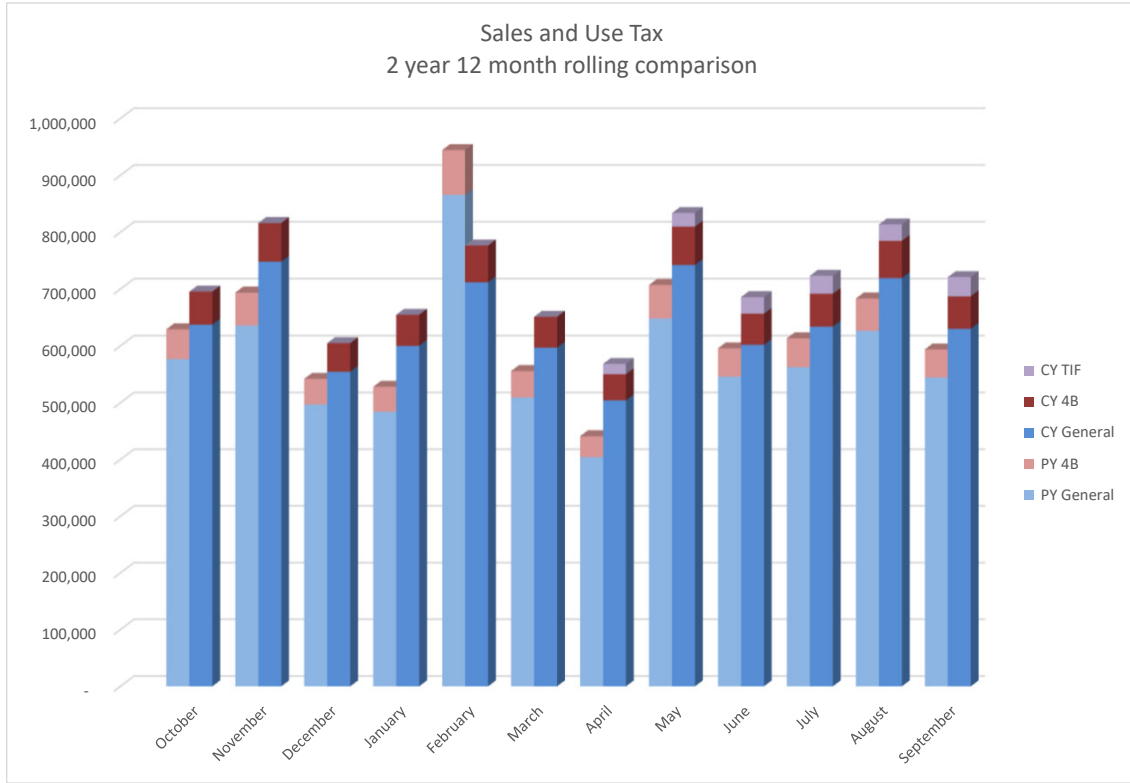
Month	General Fund	Debt Svc	TIF	Total	Month	General Fund	Debt Svc	TIF	Total
Oct-20	325,732	13,700	-	339,432	Oct-21	435,350	17,955	-	453,305
Nov-20	304,970	12,804	-	317,774	Nov-21	426,306	17,588	-	443,894
Dec-20	2,421,750	100,945	-	2,522,695	Dec-21	2,299,000	94,802	-	2,393,802
Jan-21	2,973,159	123,936	-	3,097,096	Jan-22	2,900,794	84,898	-	2,985,692
Feb-21	78,158	3,268	-	81,427	Feb-22	139,716	40,485	-	180,201
Mar-21	90,202	3,822	-	94,024	Mar-22	89,653	3,698	-	93,351
Apr-21	24,696	1,064	-	25,760	Apr-22	52,666	2,172	-	54,838
May-21	90,794	3,893	-	94,687	May-22	42,164	1,926	-	44,090
Jun-21	20,314	1,266	-	21,580	Jun-22	3,566	652	7,969	12,187
Jul-21	27,201	1,304	3,789	32,294	Jul-22	27,022	1,193	-	28,214
Aug-21	11,946	508	-	12,454	Aug-22	8,974	521	-	9,495
Sep-21	7,059	300	-	7,359	Sep-22	5,893	252	-	6,145
12 month total				<u><u>6,646,580</u></u>	12 month total				<u><u>6,705,214</u></u>
Oct 2020 - July 2021				<u><u>6,646,580</u></u>	Oct 2021 - July 2022				<u><u>6,705,214</u></u>
FY 2020-2021 Total				6,646,548	FY 2021-2022 Budget				6,784,860

Collection to date as percentage of fiscal year total

100.00%

Collection to date as percentage of fiscal year budget

98.83%



Month	General	4B	TIF	Total	Month	General	4B	TIF	Total	% Change +/-
Oct-20	576,942	52,449	-	629,391	Oct-21	637,613	57,965	-	695,578	10.52%
Nov-20	636,149	57,832	-	693,981	Nov-21	748,251	68,023	-	816,274	17.62%
Dec-20	497,048	45,186	-	542,234	Dec-20	554,591	50,417	-	605,009	11.58%
Jan-21	484,228	44,021	-	528,249	Jan-22	600,295	54,572	-	654,868	23.97%
Feb-21	865,761	78,706	-	944,466	Feb-22	712,030	64,730	-	776,760	-17.76%
Mar-21	509,621	46,329	-	555,950	Mar-22	597,069	54,279	-	651,348	17.16%
Apr-21	404,427	36,766	-	441,193	Apr-22	504,572	45,870	18,078	568,520	28.86%
May-21	648,372	58,943	-	707,314	May-22	742,430	67,494	23,768	833,692	17.87%
Jun-21	546,259	49,660	-	595,919	Jun-22	601,902	54,718	29,243	685,863	15.09%
Jul-21	562,550	51,141	-	613,691	Jul-22	634,088	57,644	31,769	723,501	17.89%
Aug-21	626,605	56,964	-	683,569	Aug-22	719,457	65,405	28,761	813,623	19.03%
Sep-21	544,489	49,499	-	593,988	Sep-22	630,182	57,289	33,623	721,094	21.40%
12 month total				<u>7,529,945</u>	12 month total				<u>8,546,130</u>	13.50%
Oct 2020 - July 2021				<u>7,529,945</u>	Oct 2021- July 2022				<u>8,546,130</u>	13.50%
FY 2020-2021 Total				7,529,945	FY 2021-2022 Budget				7,328,610	
Collection to date as percentage of fiscal year total				100.00%	Collection to date as percentage of fiscal year budget				116.61%	
					FY 2021-2022 Amended Budget				8,344,041	
					Collection to date as percentage of fiscal year amended budget				102.42%	



**Budget vs. YTD Actual
September 30, 2022**

Date Prepared: October 31, 2022

Source of Funds	Approved Budget 2021-2022	Target Budget	09/30/22 Current YTD Actual	Dollar Variance Favorable (Unfavorable)	Percent Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 6,812,364	\$ 6,812,364	\$ 6,757,903	\$ (54,461)	(0.80%)	
Sales Taxes	8,344,041	8,344,041	8,546,130	202,089	2.42%	Budget amended
Other Taxes	2,427,418	2,427,418	2,702,257	274,839	11.32%	Mixed Drink, Franchise, Hotel Occupancy, Sports Venue taxes
Licenses and permits	378,385	378,385	491,970	113,585	30.02%	Building permits
Fines and forfeitures	138,825	138,825	190,327	51,502	37.10%	Increased citations/collections, Drug Forfeiture
Service charges	13,535,229	13,535,229	14,503,321	968,092	7.15%	Ambulance fee, Water, Sewer, Storm, and Landfill fees, Hangar Rentals
Interest on investments	15,001	15,001	472,153	457,152	3047.48%	Cash flow and rate dependent
Other Income	1,665,295	1,665,295	442,505	(1,222,790)	(73.43%)	Airport Runway grant-project driven
Total Operating Revenue	<u>33,316,558</u>	<u>33,316,558</u>	<u>34,106,566</u>	<u>790,008</u>	<u>2.371%</u>	
Intergovernmental grants	6,144,828	6,144,828	4,116,159	(2,028,669)	(33.01%)	Project Driven grants
Debt Proceeds	28,774,065	28,774,065	28,773,564	(501)	0.00%	Loan Proceeds
Total Revenue	<u>68,235,451</u>	<u>68,235,451</u>	<u>66,996,289</u>	<u>(1,239,162)</u>	<u>(1.82%)</u>	
Transfers-In	\$ 2,966,609	\$ 2,966,609	\$ 2,846,609	\$ (120,000)	(4.05%)	Transfer to Airport postponed
Transfers-Out	(2,966,609)	(2,966,609)	(2,846,609)	120,000	(4.05%)	Transfer to Airport postponed
Expenditures						
General Fund	\$ 16,148,822	\$ 16,148,822	\$ 15,583,320	\$ 565,502	3.50%	50% is Salary savings, Maintenance, Grants
Utility Fund	5,343,500	5,343,500	5,248,520	94,980	1.78%	Salary savings
Landfill Fund	668,019	668,019	565,160	102,859	15.40%	Salary savings & Contractual
Airport Fund	78,935	78,935	78,622	313	0.40%	Immaterial
Storm Water Drainage Fund	578,820	578,820	291,440	287,380	49.65%	Flood Protection Planning Study & Maintenance
Special Revenue Funds	462,222	462,222	390,420	71,802	15.53%	Personnel, Contractual, Grant Disbursements
Stephenville Economic Dev Authority	608,500	608,500	606,883	1,617	0.27%	
Total Operating Expenditures	<u>23,888,818</u>	<u>23,888,818</u>	<u>22,764,365</u>	<u>1,124,453</u>	<u>4.71%</u>	
Capital	59,187,097	59,187,097	10,316,533	48,870,564	82.57%	
Debt Service	7,024,925	7,024,925	6,996,920	28,005	0.40%	2013 Bond Refund
Total Expenditures	<u>90,100,840</u>	<u>90,100,840</u>	<u>40,077,818</u>	<u>50,023,022</u>	<u>55.52%</u>	



**Prior YTD Actual vs Current YTD Actual
September 30, 2022**

Date Prepared: October 31, 2022

Source of Funds	Prior YTD Actual	Current YTD Actual	Dollar Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 6,668,864	\$ 6,757,903	\$ 89,038	1.34%	Increased assessment.
Sales Taxes	7,529,945	8,546,130	1,016,185	13.50%	
Other Taxes	2,243,186	2,702,257	459,070	20.47%	Mixed Drinks Tax, Franchise taxes, Hotel Occupancy tax, Sports Venue tax
Licenses and permits	379,508	491,970	112,462	29.63%	Building permits
Fines and forfeitures	119,653	190,327	70,674	59.07%	Increased citations/continued issuance of warrants, Drug Forfeiture
Service charges	12,182,148	14,503,321	2,321,173	19.05%	Recreation fees, Water charges, Sewer charges, Landfill fees, Hanger Rentals, & Storm Water charges,
Interest on investments	20,261	472,153	451,892	2230.36%	Cash flow and rate dependent
Other Income	798,982	442,505	(356,477)	(44.62%)	PY Federal Contr for Airport Land Purchase, PY Miscellaneous Income
Total Operating Revenue	<u>29,942,548</u>	<u>34,106,566</u>	<u>4,164,018</u>	<u>13.91%</u>	
Intergovernmental grants	4,518,452	4,116,159	(402,293)	(8.90%)	Grants differ from year to year.
Debt Proceeds	0	28,773,564	28,773,564	100.00%	Debt proceeds differ from year to year.
Total Revenue	<u>34,461,000</u>	<u>66,996,289</u>	<u>32,535,289</u>	<u>94.41%</u>	
Transfers-In	\$ 2,519,638	\$ 2,846,609	\$ 326,971	12.98%	Timing of transfers
Transfers-Out	\$ (2,519,638)	\$ (2,846,609)	(326,971)	(12.98%)	Timing of transfers
Expenditures					
General Fund	\$ 14,712,446	\$ 15,583,320	\$ (870,874)	(5.92%)	Personnel - additional positions, retirements, and step plan, Maintenance
Utility Fund	4,228,604	5,248,520	(1,019,916)	(24.12%)	Personnel - additional positions, Outside Professionals, Utilities, Maintenance, Franchise Tax
Landfill Fund	443,503	565,160	(121,657)	(27.43%)	Personnel -step plan, Outside Professionals, Fuel, Maintenance
Airport Fund	84,757	78,622	6,135	7.24%	Maintenance
Storm Water Drainage Fund	26,184	291,440	(265,256)	(1013.03%)	Flood Protection Planning Study
Special Revenue Funds	415,474	390,420	25,053	6.03%	Grant Disbursements
Stephenville Economic Dev Authority	524,707	606,883	(82,176)	(15.66%)	Personnel, Grant Disbursements
Total Operating Expenditures	<u>20,435,675</u>	<u>22,764,365</u>	<u>(2,328,690)</u>	<u>(11.40%)</u>	
Capital	11,137,865	10,316,533	821,332	7.37%	Capital purchases differ from year to year
Debt Service	3,044,314	6,996,920	(3,952,606)	(129.84%)	Debt Service differs from year to year
Total Expenditures	<u>34,617,855</u>	<u>40,077,818</u>	<u>(5,459,963)</u>	<u>(15.77%)</u>	



Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	747,775.64	901,560.80	(153,785.16)	16,144,532.99	16,037,472.00	107,060.99	101	16,037,472.00	107,060.99	-1
LICENSES AND PERMITS	41,055.04	13,823.47	27,231.57	468,974.47	339,385.00	129,589.47	138	339,385.00	129,589.47	-38
FINES AND FORFEITURES	7,913.73	12,758.50	(4,844.77)	150,038.27	131,875.00	18,163.27	114	131,875.00	18,163.27	-14
INTERGOVERNMENTAL	201,512.76	232,158.38	(30,645.62)	388,398.63	932,901.00	(544,502.37)	42	932,901.00	(544,502.37)	58
CHARGES FOR SERVICES	260,788.31	148,446.00	112,342.31	1,259,046.71	1,257,333.00	1,713.71	100	1,257,333.00	1,713.71	0
OTHER REVENUE	91,018.13	303,247.22	(212,229.09)	3,610,638.20	3,308,162.00	302,476.20	109	3,308,162.00	302,476.20	-9
TRANSFER	0.00	0.00	0.00	957,579.00	957,579.00	0.00	100	957,579.00	0.00	0
TOTAL REVENUE	1,350,063.61	1,611,994.37	(261,930.76)	22,979,208.27	22,964,707.00	14,501.27	100	22,964,707.00	14,501.27	0
EXPENSE SUMMARY										
CITY COUNCIL	34,369.05	83,774.05	49,405.00	109,819.53	183,010.00	73,190.47	60	183,010.00	(73,190.47)	40
CITY MANAGER	33,814.13	46,773.10	12,958.97	556,508.91	565,439.00	8,930.09	98	565,439.00	(8,930.09)	2
CITY SECRETARY	7,867.48	15,558.28	7,690.80	176,083.35	188,315.00	12,231.65	94	188,315.00	(12,231.65)	6
EMERGENCY MANAGEMENT	569.86	416.74	(153.12)	15,325.87	18,000.00	2,674.13	85	18,000.00	(2,674.13)	15
MUNICIPAL BUILDING	17,864.49	14,109.68	(3,754.81)	91,682.04	181,755.00	90,072.96	50	181,755.00	(90,072.96)	50
MUNICIPAL SERVICES CTR	11,594.70	8,186.34	(3,408.36)	121,061.64	101,633.00	(19,428.64)	119	101,633.00	19,428.64	-19
HUMAN RESOURCES	40,841.67	19,806.81	(21,034.86)	193,322.28	255,398.00	62,075.72	76	255,398.00	(62,075.72)	24
DOWNTOWN	11,025.90	16,999.44	5,973.54	115,953.01	204,070.00	88,116.99	57	204,070.00	(88,116.99)	43
FINANCE	87,045.93	47,511.17	(39,534.76)	543,032.98	576,595.00	33,562.02	94	576,595.00	(33,562.02)	6
INFORMATION TECHNOLOGY	47,768.16	39,027.95	(8,740.21)	481,714.64	470,265.00	(11,449.64)	102	470,265.00	11,449.64	-2
TAX	23.20	583.37	560.17	173,222.24	174,491.00	1,268.76	99	174,491.00	(1,268.76)	1
LEGAL COUNSEL	14,253.58	11,018.85	(3,234.73)	129,749.79	132,361.00	2,611.21	98	132,361.00	(2,611.21)	2
MUNICIPAL COURT	14,292.10	10,809.94	(3,482.16)	128,030.02	130,894.00	2,863.98	98	130,894.00	(2,863.98)	2
STREET MAINTENANCE	49,548.23	78,627.96	29,079.73	784,264.24	968,327.00	184,062.76	81	968,327.00	(184,062.76)	19
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	165,122.94	211,175.81	46,052.87	1,933,981.50	2,584,569.00	650,587.50	75	2,584,569.00	(650,587.50)	25
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	37,285.29	22,217.61	(15,067.68)	268,489.84	268,657.00	167.16	100	268,657.00	(167.16)	0
SENIOR CENTER	26,293.31	32,079.54	5,786.23	354,706.83	388,890.00	34,183.17	91	388,890.00	(34,183.17)	9
AQUATIC CENTER	10,718.49	37,062.96	26,344.47	522,072.15	520,127.00	(1,945.15)	100	520,127.00	1,945.15	0
FIRE DEPARTMENT	503,202.09	394,225.80	(108,976.29)	4,411,635.64	4,968,109.00	556,473.36	89	4,968,109.00	(556,473.36)	11
POLICE DEPARTMENT	1,257,846.66	654,827.63	(603,019.03)	7,062,530.97	8,093,412.00	1,030,881.03	87	8,093,412.00	(1,030,881.03)	13
DEVELOPMENT SERVICES	59,204.54	45,015.49	(14,189.05)	476,107.38	546,256.00	70,148.62	87	546,256.00	(70,148.62)	13
GIS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFERS	0.00	10,000.00	10,000.00	1,476,466.00	1,596,466.00	120,000.00	92	1,596,466.00	(120,000.00)	8
TOTAL EXPENSE	2,430,551.80	1,799,808.52	(630,743.28)	20,125,760.85	23,117,039.00	2,991,278.15	87	23,117,039.00	2,991,278.15	13
REVENUE OVER/(UNDER) EXPENDITURE	(1,080,488.19)	(187,814.15)	(892,674.04)	2,853,447.42	(152,332.00)	3,005,779.42		(152,332.00)	(2,976,776.88)	

Budget Variance Report

Fund: 02 - WATER AND WASTEWATER FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	0.00	750.00	(750.00)	2,445.65	9,000.00	(6,554.35)	27	9,000.00	(6,554.35)	73
INTERGOVERNMENTAL	2,637,556.39	2,632,354.00	5,202.39	2,642,758.76	2,632,354.00	10,404.76	100	2,632,354.00	10,404.76	0
CHARGES FOR SERVICES	884,589.92	1,029,530.66	(144,940.74)	10,823,182.80	9,929,487.00	893,695.80	109	9,929,487.00	893,695.80	-9
OTHER REVENUE	87,599.45	1,704,396.18	(1,616,796.73)	20,709,972.69	20,465,207.00	244,765.69	101	20,465,207.00	244,765.69	-1
TRANSFER	0.00	0.00	0.00	50,219.00	50,219.00	0.00	100	50,219.00	0.00	0
TOTAL REVENUE	3,609,745.76	5,367,030.84	(1,757,285.08)	34,228,578.90	33,086,267.00	1,142,311.90	103	33,086,267.00	1,142,311.90	-3
EXPENSE SUMMARY										
UTILITIES ADMINISTRATION	90,952.63	646,372.31	555,419.68	1,036,363.35	7,767,076.00	6,730,712.65	13	7,767,076.00	(6,730,712.65)	87
WATER PRODUCTION	1,052,809.98	783,193.77	(269,616.21)	3,213,158.68	9,568,448.00	6,355,289.32	34	9,568,448.00	(6,355,289.32)	66
WATER DISTRIBUTION	284,758.42	395,484.99	110,726.57	1,887,387.16	4,753,438.00	2,866,050.84	40	4,753,438.00	(2,866,050.84)	60
CUSTOMER SERVICE	20,409.82	23,912.56	3,502.74	267,935.85	291,517.00	23,581.15	92	291,517.00	(23,581.15)	8
WASTEWATER COLLECTION	45,170.83	1,571,486.13	1,526,315.30	486,939.56	18,868,069.00	18,381,129.44	3	18,868,069.00	(18,381,129.44)	97
WASTEWATER TREATMENT	95,324.01	106,686.11	11,362.10	1,131,183.30	1,286,926.00	155,742.70	88	1,286,926.00	(155,742.70)	12
BILLING & COLLECTION	40,372.04	33,939.01	(6,433.03)	395,814.59	407,671.00	11,856.41	97	407,671.00	(11,856.41)	3
NON-DEPARTMENTAL	252,911.81	282,825.47	29,913.66	3,556,556.67	3,504,176.00	(52,380.67)	101	3,504,176.00	52,380.67	-1
TOTAL EXPENSE	1,882,709.54	3,843,900.35	1,961,190.81	11,975,339.16	46,447,321.00	34,471,981.84	26	46,447,321.00	34,471,981.84	74
REVENUE OVER/(UNDER) EXPENDITURE	1,727,036.22	1,523,130.49	203,905.73	22,253,239.74	(13,361,054.00)	35,614,293.74		(13,361,054.00)	(33,329,669.94)	

Budget Variance Report

Fund: 03 - SANITARY LANDFILL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
CHARGES FOR SERVICES	113,305.42	100,289.51	13,015.91	1,273,438.01	1,193,000.00	80,438.01	107	1,193,000.00	80,438.01	-7
OTHER REVENUE	3,527.22	238.25	3,288.97	12,126.74	3,019.00	9,107.74	402	3,019.00	9,107.74	-302
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	116,832.64	100,527.76	16,304.88	1,285,564.75	1,196,019.00	89,545.75	107	1,196,019.00	89,545.75	-7
<u>EXPENSE SUMMARY</u>										
LANDFILL	65,079.76	73,798.89	8,719.13	829,650.49	989,558.00	159,907.51	84	989,558.00	(159,907.51)	16
TOTAL EXPENSE	65,079.76	73,798.89	8,719.13	829,650.49	989,558.00	159,907.51	84	989,558.00	159,907.51	16
REVENUE OVER/(UNDER) EXPENDITURE	51,752.88	26,728.87	25,024.01	455,914.26	206,461.00	249,453.26		206,461.00	(70,361.76)	

Budget Variance Report
Fund: 04 - AIRPORT FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
INTERGOVERNMENTAL	0.00	10,000.00	(10,000.00)	0.00	10,000.00	(10,000.00)	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	10,152.89	9,552.55	600.34	131,079.13	112,280.00	18,799.13	117	112,280.00	18,799.13	-17
OTHER REVENUE	0.00	1,423,040.00	(1,423,040.00)	0.00	1,423,040.00	(1,423,040.00)	0	1,423,040.00	(1,423,040.00)	100
TRANSFER	0.00	10,000.00	(10,000.00)	0.00	120,000.00	(120,000.00)	0	120,000.00	(120,000.00)	100
TOTAL REVENUE	10,152.89	1,452,592.55	(1,442,439.66)	131,079.13	1,665,320.00	(1,534,240.87)	8	1,665,320.00	(1,534,240.87)	92
EXPENSE SUMMARY										
AIRPORT	8,020.01	136,292.78	128,272.77	82,223.16	1,641,308.00	1,559,084.84	5	1,641,308.00	(1,559,084.84)	95
TOTAL EXPENSE	8,020.01	136,292.78	128,272.77	82,223.16	1,641,308.00	1,559,084.84	5	1,641,308.00	1,559,084.84	95
REVENUE OVER/(UNDER) EXPENDITURE	2,132.88	1,316,299.77	(1,314,166.89)	48,855.97	24,012.00	24,843.97		24,012.00	(3,093,325.71)	

Budget Variance Report

Fund: 05 - STORM WATER DRAINAGE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
LICENSES AND PERMITS	0.00	2,083.37	(2,083.37)	16,837.28	25,000.00	(8,162.72)	67	25,000.00	(8,162.72)	33
INTERGOVERNMENTAL	0.00	97,197.75	(97,197.75)	1,016,222.95	1,166,373.00	(150,150.05)	87	1,166,373.00	(150,150.05)	13
CHARGES FOR SERVICES	84,173.72	80,382.87	3,790.85	970,317.68	964,594.00	5,723.68	101	964,594.00	5,723.68	-1
OTHER REVENUE	829.51	267,585.62	(266,756.11)	3,213,823.84	3,211,027.00	2,796.84	100	3,211,027.00	2,796.84	0
TOTAL REVENUE	85,003.23	447,249.61	(362,246.38)	5,217,201.75	5,366,994.00	(149,792.25)	97	5,366,994.00	(149,792.25)	3
<u>EXPENSE SUMMARY</u>										
STORM WATER DRAINAGE	22,519.47	352,672.61	330,153.14	4,232,569.16	4,976,600.00	744,030.84	85	4,976,600.00	(744,030.84)	15
TOTAL EXPENSE	22,519.47	352,672.61	330,153.14	4,232,569.16	4,976,600.00	744,030.84	85	4,976,600.00	744,030.84	15
REVENUE OVER/(UNDER) EXPENDITURE	62,483.76	94,577.00	(32,093.24)	984,632.59	390,394.00	594,238.59		390,394.00	(893,823.09)	

Budget Variance Report

Fund: 07 - HOTEL OCCUPANCY TAX FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	131,432.41	118,020.77	13,411.64	721,489.41	584,261.00	137,228.41	123	584,261.00	137,228.41	-23
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	833.37	(833.37)	46,257.15	69,600.00	(23,342.85)	66	69,600.00	(23,342.85)	34
OTHER REVENUE	4,400.89	12.97	4,387.92	18,206.43	181.00	18,025.43	10,059	181.00	18,025.43	-9,959
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	135,833.30	118,867.11	16,966.19	785,952.99	654,042.00	131,910.99	120	654,042.00	131,910.99	-20
EXPENSE SUMMARY										
TOURISM	88,949.56	30,591.80	(58,357.76)	391,336.03	448,482.00	57,145.97	87	448,482.00	(57,145.97)	13
TOTAL EXPENSE	88,949.56	30,591.80	(58,357.76)	391,336.03	448,482.00	57,145.97	87	448,482.00	57,145.97	13
REVENUE OVER/(UNDER) EXPENDITURE	46,883.74	88,275.31	(41,391.57)	394,616.96	205,560.00	189,056.96		205,560.00	74,765.02	

Budget Variance Report

Fund: 08 - DEBT SERVICE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	320.95	425.53	(104.58)	268,649.02	271,045.00	(2,395.98)	99	271,045.00	(2,395.98)	1
OTHER REVENUE	101.22	0.38	100.84	416.34	21.00	395.34	1,983	21.00	395.34	-1,883
TRANSFER	0.00	0.00	0.00	343,650.00	343,650.00	0.00	100	343,650.00	0.00	0
TOTAL REVENUE	422.17	425.91	(3.74)	612,715.36	614,716.00	(2,000.64)	100	614,716.00	(2,000.64)	0
<u>EXPENSE SUMMARY</u>										
DEBT SERVICE	800.00	91.74	(708.26)	614,200.00	614,200.00	0.00	100	614,200.00	0.00	0
TOTAL EXPENSE	800.00	91.74	(708.26)	614,200.00	614,200.00	0.00	100	614,200.00	0.00	0
REVENUE OVER/(UNDER) EXPENDITURE	(377.83)	334.17	(712.00)	(1,484.64)	516.00	(2,000.64)		516.00	(2,000.64)	

Budget Variance Report

Fund: 10 - CAPITAL PROJECTS FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
LICENSES AND PERMITS	0.00	416.74	(416.74)	3,712.20	5,000.00	(1,287.80)	74	5,000.00	(1,287.80)	26
INTERGOVERNMENTAL	0.00	116,666.63	(116,666.63)	0.00	1,400,000.00	(1,400,000.00)	0	1,400,000.00	(1,400,000.00)	100
CHARGES FOR SERVICES	0.00	744.62	(744.62)	0.00	8,935.00	(8,935.00)	0	8,935.00	(8,935.00)	100
OTHER REVENUE	18,482.42	170,251.14	(151,768.72)	2,111,458.10	2,043,226.00	68,232.10	103	2,043,226.00	68,232.10	-3
TRANSFER	0.00	0.00	0.00	1,234,069.00	1,234,069.00	0.00	100	1,234,069.00	0.00	0
TOTAL REVENUE	18,482.42	288,079.13	(269,596.71)	3,349,239.30	4,691,230.00	(1,341,990.70)	71	4,691,230.00	(1,341,990.70)	29
EXPENSE SUMMARY										
STREET MAINTENANCE	59,306.43	985,351.49	926,045.06	3,668,467.13	11,824,217.00	8,155,749.87	31	11,824,217.00	(8,155,749.87)	69
PARKS & RECREATION	0.00	170,236.13	170,236.13	41,813.65	2,042,834.00	2,001,020.35	2	2,042,834.00	(2,001,020.35)	98
FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	59,306.43	1,155,587.62	1,096,281.19	3,710,280.78	13,867,051.00	10,156,770.22	27	13,867,051.00	10,156,770.22	73
REVENUE OVER/(UNDER) EXPENDITURE	(40,824.01)	(867,508.49)	826,684.48	(361,041.48)	(9,175,821.00)	8,814,779.52		(9,175,821.00)	(11,498,760.92)	

Budget Variance Report

Fund: 11 - CHILD SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
FINES AND FORFEITURES	225.30	232.45	(7.15)	2,575.09	2,500.00	75.09	103	2,500.00	75.09	-3
OTHER REVENUE	14.73	0.09	14.64	50.68	3.00	47.68	1,689	3.00	47.68	-1,589
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	240.03	232.54	7.49	2,625.77	2,503.00	122.77	105	2,503.00	122.77	-5
<u>EXPENSE SUMMARY</u>										
CHILD SAFETY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
REVENUE OVER/(UNDER) EXPENDITURE	240.03	232.54	7.49	2,625.77	2,503.00	122.77		2,503.00	122.77	

Budget Variance Report

Fund: 12 - COURT TECHNOLOGY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
FINES AND FORFEITURES	1,067.30	474.27	593.03	8,255.81	4,450.00	3,805.81	186	4,450.00	3,805.81	-86
OTHER REVENUE	34.79	0.70	34.09	115.27	7.00	108.27	1,647	7.00	108.27	-1,547
TOTAL REVENUE	1,102.09	474.97	627.12	8,371.08	4,457.00	3,914.08	188	4,457.00	3,914.08	-88
EXPENSE SUMMARY										
COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
REVENUE OVER/(UNDER) EXPENDITURE	1,102.09	474.97	627.12	8,371.08	4,457.00	3,914.08		4,457.00	3,914.08	

Budget Variance Report

Fund: 13 - PUBLIC SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
FINES AND FORFEITURES	0.00	0.00	0.00	29,457.61	0.00	29,457.61		0.00	29,457.61	
INTERGOVERNMENTAL	0.00	0.00	0.00	2,778.50	3,200.00	(421.50)	87	3,200.00	(421.50)	13
OTHER REVENUE	182.30	0.89	181.41	675.35	21.00	654.35	3,216	21.00	654.35	-3,116
TOTAL REVENUE	182.30	0.89	181.41	32,911.46	3,221.00	29,690.46	1,022	3,221.00	29,690.46	-922
<u>EXPENSE SUMMARY</u>										
PUBLIC SAFETY	0.00	1,145.11	1,145.11	12,567.43	13,740.00	1,172.57	91	13,740.00	(1,172.57)	9
TOTAL EXPENSE	0.00	1,145.11	1,145.11	12,567.43	13,740.00	1,172.57	91	13,740.00	1,172.57	9
REVENUE OVER/(UNDER) EXPENDITURE	182.30	(1,144.22)	1,326.52	20,344.03	(10,519.00)	30,863.03		(10,519.00)	28,517.89	

Budget Variance Report

Fund: 20 - TAX INCREMENT FINANCING FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	33,623.07	7,327.62	26,295.45	173,210.83	82,558.00	90,652.83	210	82,558.00	90,652.83	-110
OTHER REVENUE	275.11	0.00	275.11	879.80	0.00	879.80		0.00	879.80	
TRANSFER	0.00	(5,452.62)	5,452.62	261,092.00	261,092.00	0.00	100	261,092.00	0.00	0
TOTAL REVENUE	33,898.18	1,875.00	32,023.18	435,182.63	343,650.00	91,532.63	127	343,650.00	91,532.63	-27
<u>EXPENSE SUMMARY</u>										
TAX INCREMENT FINANCING	0.00	0.00	0.00	343,650.00	343,650.00	0.00	100	343,650.00	0.00	0
TOTAL EXPENSE	0.00	0.00	0.00	343,650.00	343,650.00	0.00	100	343,650.00	0.00	0
REVENUE OVER/(UNDER) EXPENDITURE	33,898.18	1,875.00	32,023.18	91,532.63	0.00	91,532.63		0.00	91,532.63	

Budget Variance Report
Fund: 79 - SEDA

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	57,289.28	47,999.61	9,289.67	698,407.36	608,487.00	89,920.36	115	608,487.00	89,920.36	-15
INTERGOVERNMENTAL	0.00	0.00	0.00	66,000.00	0.00	66,000.00		0.00	66,000.00	
OTHER REVENUE	2,604.62	22.64	2,581.98	9,325.06	447.00	8,878.06	2,086	447.00	8,878.06	-1,986
TOTAL REVENUE	59,893.90	48,022.25	11,871.65	773,732.42	608,934.00	164,798.42	127	608,934.00	164,798.42	-27
<u>EXPENSE SUMMARY</u>										
SEDA	186,749.99	50,463.60	(136,286.39)	606,850.03	608,500.00	1,649.97	100	608,500.00	(1,649.97)	0
TOTAL EXPENSE	186,749.99	50,463.60	(136,286.39)	606,850.03	608,500.00	1,649.97	100	608,500.00	1,649.97	0
REVENUE OVER/(UNDER) EXPENDITURE	(126,856.09)	(2,441.35)	(124,414.74)	166,882.39	434.00	166,448.39		434.00	163,148.45	



City of Stephenville

Prior-Year Comparative Income Statement

Group Summary

For the Period Ending 09/30/2022

Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 01 - GENERAL FUND								
Revenue								
40 - TAXES	662,781.97	747,775.64	84,993.67	12.82%	14,953,835.21	16,144,532.99	1,190,697.78	7.96%
41 - LICENSES AND PERMITS	15,725.50	41,055.04	25,329.54	161.07%	371,076.23	468,974.47	97,898.24	26.38%
42 - FINES AND FORFEITURES	4,658.47	7,913.73	3,255.26	69.88%	101,481.56	150,038.27	48,556.71	47.85%
43 - INTERGOVERNMENTAL	220,705.44	201,512.76	-19,192.68	-8.70%	1,426,097.73	388,398.63	-1,037,699.10	-72.76%
44 - CHARGES FOR SERVICES	331,319.03	260,788.31	-70,530.72	-21.29%	1,335,763.51	1,259,046.71	-76,716.80	-5.74%
45 - OTHER REVENUE	161,887.66	91,018.13	-70,869.53	-43.78%	440,867.15	3,610,638.20	3,169,771.05	718.99%
49 - TRANSFER	0.00	0.00	0.00	0.00%	683,841.00	957,579.00	273,738.00	40.03%
Revenue Total:	1,397,078.07	1,350,063.61	-47,014.46	-3.37%	19,312,962.39	22,979,208.27	3,666,245.88	18.98%
Expense								
Department: 101 - CITY COUNCIL								
51 - PERSONNEL	3,294.09	2,422.16	871.93	26.47%	24,956.90	22,065.89	2,891.01	11.58%
52 - CONTRACTUAL	3,233.78	31,880.62	-28,646.84	-885.86%	172,251.78	87,195.64	85,056.14	49.38%
53 - GENERAL SERVICES	22.30	66.27	-43.97	-197.17%	3,151.25	558.00	2,593.25	82.29%
54 - MACHINE & EQUIPMENT MAI	2,000.00	0.00	2,000.00	100.00%	13,038.00	0.00	13,038.00	100.00%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	74,748.11	0.00	74,748.11	100.00%
Department 101 - CITY COUNCIL Total:	8,550.17	34,369.05	-25,818.88	-301.97%	288,146.04	109,819.53	178,326.51	61.89%
Department: 102 - CITY MANAGER								
51 - PERSONNEL	51,518.23	32,765.04	18,753.19	36.40%	397,985.93	531,880.87	-133,894.94	-33.64%
52 - CONTRACTUAL	110.69	773.86	-663.17	-599.12%	14,911.82	22,902.38	-7,990.56	-53.59%
53 - GENERAL SERVICES	12.50	275.23	-262.73	-2,101.84%	5,884.50	1,725.66	4,158.84	70.67%
Department 102 - CITY MANAGER Total:	51,641.42	33,814.13	17,827.29	34.52%	418,782.25	556,508.91	-137,726.66	-32.89%
Department: 103 - CITY SECRETARY								
51 - PERSONNEL	11,871.09	0.00	11,871.09	100.00%	90,624.26	70,642.50	19,981.76	22.05%
52 - CONTRACTUAL	929.89	7,842.10	-6,912.21	-743.34%	15,185.28	43,378.21	-28,192.93	-185.66%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	1,364.79	1,130.52	234.27	17.17%
54 - MACHINE & EQUIPMENT MAI	-2,000.00	25.38	-2,025.38	-101.27%	26,397.33	39,894.01	-13,496.68	-51.13%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	20,500.00	21,038.11	-538.11	-2.62%
Department 103 - CITY SECRETARY Total:	10,800.98	7,867.48	2,933.50	27.16%	154,071.66	176,083.35	-22,011.69	-14.29%
Department: 104 - EMERGENCY MANAGEMENT								
52 - CONTRACTUAL	363.02	569.86	-206.84	-56.98%	14,581.21	15,325.87	-744.66	-5.11%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	2,038.03	0.00	2,038.03	100.00%
Department 104 - EMERGENCY MANAGEMENT Total:	363.02	569.86	-206.84	-56.98%	16,619.24	15,325.87	1,293.37	7.78%

Prior-Year Comparative Income Statement

For the Period Ending 09 Item 27.

Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Department: 105 - MUNICIPAL BUILDING								
51 - PERSONNEL	2,531.64	2,623.83	-92.19	-3.64%	20,586.10	21,436.91	-850.81	-4.13%
52 - CONTRACTUAL	2,504.96	13,247.96	-10,743.00	-428.87%	31,660.69	35,680.95	-4,020.26	-12.70%
53 - GENERAL SERVICES	879.71	1,653.37	-773.66	-87.94%	14,098.06	12,355.63	1,742.43	12.36%
54 - MACHINE & EQUIPMENT MAI	14.79	339.33	-324.54	-2,194.32%	21,491.41	22,208.55	-717.14	-3.34%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Department 105 - MUNICIPAL BUILDING Total:	5,931.10	17,864.49	-11,933.39	-201.20%	87,836.26	91,682.04	-3,845.78	-4.38%
Department: 106 - MUNICIPAL SERVICES CTR								
51 - PERSONNEL	7,091.17	7,204.43	-113.26	-1.60%	45,822.24	57,086.85	-11,264.61	-24.58%
52 - CONTRACTUAL	2,353.04	2,912.06	-559.02	-23.76%	26,580.99	28,829.00	-2,248.01	-8.46%
53 - GENERAL SERVICES	-29,662.34	101.21	-29,763.55	-100.34%	3,448.91	27,196.31	-23,747.40	-688.55%
54 - MACHINE & EQUIPMENT MAI	4,978.60	1,377.00	3,601.60	72.34%	12,583.54	7,949.48	4,634.06	36.83%
Department 106 - MUNICIPAL SERVICES CTR Total:	-15,239.53	11,594.70	-26,834.23	-176.08%	88,435.68	121,061.64	-32,625.96	-36.89%
Department: 107 - HUMAN RESOURCES								
51 - PERSONNEL	10,086.58	10,497.57	-410.99	-4.07%	88,312.26	89,445.15	-1,132.89	-1.28%
52 - CONTRACTUAL	6,621.24	14,245.16	-7,623.92	-115.14%	76,823.14	87,118.57	-10,295.43	-13.40%
53 - GENERAL SERVICES	43.29	349.99	-306.70	-708.48%	2,518.50	1,009.61	1,508.89	59.91%
54 - MACHINE & EQUIPMENT MAI	16,249.00	15,748.95	500.05	3.08%	31,248.00	15,748.95	15,499.05	49.60%
Department 107 - HUMAN RESOURCES Total:	33,000.11	40,841.67	-7,841.56	-23.76%	198,901.90	193,322.28	5,579.62	2.81%
Department: 108 - DOWNTOWN								
51 - PERSONNEL	5,995.07	9,776.39	-3,781.32	-63.07%	31,008.57	52,175.15	-21,166.58	-68.26%
52 - CONTRACTUAL	1,330.87	1,237.57	93.30	7.01%	3,199.01	32,830.05	-29,631.04	-926.26%
53 - GENERAL SERVICES	43.28	11.94	31.34	72.41%	2,204.75	5,820.62	-3,615.87	-164.00%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	25,127.19	-25,127.19	0.00%
Department 108 - DOWNTOWN Total:	7,369.22	11,025.90	-3,656.68	-49.62%	36,412.33	115,953.01	-79,540.68	-218.44%
Department: 201 - FINANCE								
51 - PERSONNEL	44,989.56	59,532.21	-14,542.65	-32.32%	350,805.30	388,294.60	-37,489.30	-10.69%
52 - CONTRACTUAL	45,344.36	27,570.97	17,773.39	39.20%	137,929.77	125,447.70	12,482.07	9.05%
53 - GENERAL SERVICES	29.59	417.75	-388.16	-1,311.79%	2,213.92	1,791.29	422.63	19.09%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	21,353.34	26,107.14	-4,753.80	-22.26%
56 - BANK CHARGES	240.00	-475.00	715.00	297.92%	3,696.93	1,392.25	2,304.68	62.34%
Department 201 - FINANCE Total:	90,603.51	87,045.93	3,557.58	3.93%	515,999.26	543,032.98	-27,033.72	-5.24%
Department: 203 - INFORMATION TECHNOLOGY								
51 - PERSONNEL	26,367.57	34,848.27	-8,480.70	-32.16%	204,091.04	258,451.49	-54,360.45	-26.64%
52 - CONTRACTUAL	2,034.33	158.68	1,875.65	92.20%	25,245.71	4,153.89	21,091.82	83.55%
53 - GENERAL SERVICES	3,853.23	12,761.21	-8,907.98	-231.18%	10,989.19	69,553.20	-58,564.01	-532.92%
54 - MACHINE & EQUIPMENT MAI	298.07	0.00	298.07	100.00%	89,787.79	130,101.46	-40,313.67	-44.90%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	19,454.60	-19,454.60	0.00%
Department 203 - INFORMATION TECHNOLOGY Total:	32,553.20	47,768.16	-15,214.96	-46.74%	330,113.73	481,714.64	-151,600.91	-45.92%

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Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Department: 204 - TAX								
52 - CONTRACTUAL	19.20	23.20	-4.00	-20.83%	166,642.88	173,222.24	-6,579.36	-3.95%
Department 204 - TAX Total:	19.20	23.20	-4.00	-20.83%	166,642.88	173,222.24	-6,579.36	-3.95%
Department: 301 - LEGAL COUNSEL								
51 - PERSONNEL	13,634.80	14,253.58	-618.78	-4.54%	101,914.29	107,826.55	-5,912.26	-5.80%
52 - CONTRACTUAL	13,071.04	0.00	13,071.04	100.00%	16,576.58	21,923.24	-5,346.66	-32.25%
Department 301 - LEGAL COUNSEL Total:	26,705.84	14,253.58	12,452.26	46.63%	118,490.87	129,749.79	-11,258.92	-9.50%
Department: 302 - MUNICIPAL COURT								
51 - PERSONNEL	7,314.80	8,677.46	-1,362.66	-18.63%	57,091.02	72,112.20	-15,021.18	-26.31%
52 - CONTRACTUAL	3,664.99	4,757.12	-1,092.13	-29.80%	45,848.99	44,708.76	1,140.23	2.49%
53 - GENERAL SERVICES	314.30	857.52	-543.22	-172.83%	3,791.34	6,677.18	-2,885.84	-76.12%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	4,387.50	4,531.88	-144.38	-3.29%
Department 302 - MUNICIPAL COURT Total:	11,294.09	14,292.10	-2,998.01	-26.54%	111,118.85	128,030.02	-16,911.17	-15.22%
Department: 402 - STREET MAINTENANCE								
51 - PERSONNEL	46,795.32	52,541.70	-5,746.38	-12.28%	395,416.86	393,048.78	2,368.08	0.60%
52 - CONTRACTUAL	33,553.04	35,224.58	-1,671.54	-4.98%	246,604.95	232,450.12	14,154.83	5.74%
53 - GENERAL SERVICES	9,331.56	6,378.15	2,953.41	31.65%	26,550.22	37,391.69	-10,841.47	-40.83%
54 - MACHINE & EQUIPMENT MAI	6,153.30	14,710.23	-8,556.93	-139.06%	95,065.41	77,389.90	17,675.51	18.59%
55 - CAPITAL OUTLAY	0.00	-59,306.43	59,306.43	0.00%	43,847.00	43,983.75	-136.75	-0.31%
Department 402 - STREET MAINTENANCE Total:	95,833.22	49,548.23	46,284.99	48.30%	807,484.44	784,264.24	23,220.20	2.88%
Department: 501 - PARKS & RECREATION								
51 - PERSONNEL	80,380.98	101,780.22	-21,399.24	-26.62%	859,434.26	888,644.36	-29,210.10	-3.40%
52 - CONTRACTUAL	60,759.58	58,210.60	2,548.98	4.20%	530,222.13	440,188.48	90,033.65	16.98%
53 - GENERAL SERVICES	30,193.84	6,954.58	23,239.26	76.97%	150,057.17	151,565.62	-1,508.45	-1.01%
54 - MACHINE & EQUIPMENT MAI	12,429.86	-1,980.61	14,410.47	115.93%	93,781.56	103,240.30	-9,458.74	-10.09%
55 - CAPITAL OUTLAY	12,781.97	158.15	12,623.82	98.76%	636,006.51	298,302.26	337,704.25	53.10%
56 - BANK CHARGES	500.00	0.00	500.00	100.00%	514.57	1.08	513.49	99.79%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	0.00	52,039.40	-52,039.40	0.00%
Department 501 - PARKS & RECREATION Total:	197,046.23	165,122.94	31,923.29	16.20%	2,270,016.20	1,933,981.50	336,034.70	14.80%
Department: 504 - LIBRARY								
51 - PERSONNEL	41,780.56	24,833.67	16,946.89	40.56%	186,285.06	192,987.89	-6,702.83	-3.60%
52 - CONTRACTUAL	2,970.80	2,944.35	26.45	0.89%	17,487.00	24,077.79	-6,590.79	-37.69%
53 - GENERAL SERVICES	3,194.61	6,311.03	-3,116.42	-97.55%	24,196.18	22,537.37	1,658.81	6.86%
54 - MACHINE & EQUIPMENT MAI	3,863.50	3,196.24	667.26	17.27%	10,797.36	11,993.93	-1,196.57	-11.08%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	16,892.86	-16,892.86	0.00%
Department 504 - LIBRARY Total:	51,809.47	37,285.29	14,524.18	28.03%	238,765.60	268,489.84	-29,724.24	-12.45%
Department: 506 - SENIOR CENTER								
51 - PERSONNEL	8,774.62	10,466.44	-1,691.82	-19.28%	66,553.56	75,664.43	-9,110.87	-13.69%
52 - CONTRACTUAL	3,926.45	3,076.85	849.60	21.64%	20,446.82	36,463.42	-16,016.60	-78.33%
53 - GENERAL SERVICES	389.74	1,013.05	-623.31	-159.93%	12,499.01	11,724.37	774.64	6.20%

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Categor...	2020-2021	2021-2022	Sept. Variance		2020-2021	2021-2022	YTD Variance	
	Sept. Activity	Sept. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
54 - MACHINE & EQUIPMENT MAI	1,982.00	11,736.97	-9,754.97	-492.18%	10,002.31	16,154.61	-6,152.30	-61.51%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	214,700.00	-214,700.00	0.00%
Department 506 - SENIOR CENTER Total:	15,072.81	26,293.31	-11,220.50	-74.44%	109,501.70	354,706.83	-245,205.13	-223.93%
Department: 507 - AQUATIC CENTER								
51 - PERSONNEL	2,555.41	4,355.51	-1,800.10	-70.44%	117,116.19	90,957.84	26,158.35	22.34%
52 - CONTRACTUAL	16,317.42	4,876.99	11,440.43	70.11%	50,777.82	51,809.70	-1,031.88	-2.03%
53 - GENERAL SERVICES	1,414.22	1,236.99	177.23	12.53%	36,029.30	23,090.48	12,938.82	35.91%
54 - MACHINE & EQUIPMENT MAI	22,971.12	249.00	22,722.12	98.92%	50,499.98	356,214.13	-305,714.15	-605.37%
Department 507 - AQUATIC CENTER Total:	43,258.17	10,718.49	32,539.68	75.22%	254,423.29	522,072.15	-267,648.86	-105.20%
Department: 601 - FIRE DEPARTMENT								
51 - PERSONNEL	394,452.79	415,582.23	-21,129.44	-5.36%	3,027,485.92	3,340,006.44	-312,520.52	-10.32%
52 - CONTRACTUAL	12,334.03	19,356.83	-7,022.80	-56.94%	119,531.01	258,381.07	-138,850.06	-116.16%
53 - GENERAL SERVICES	22,635.45	6,541.32	16,094.13	71.10%	274,866.62	159,710.01	115,156.61	41.90%
54 - MACHINE & EQUIPMENT MAI	7,384.96	1,241.90	6,143.06	83.18%	91,775.98	97,924.25	-6,148.27	-6.70%
55 - CAPITAL OUTLAY	39,819.22	0.00	39,819.22	100.00%	60,281.33	326,156.73	-265,875.40	-441.06%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.42	1.03	-0.61	-145.24%
57 - DEBT SERVICE	0.00	60,479.81	-60,479.81	0.00%	232,124.01	229,456.11	2,667.90	1.15%
Department 601 - FIRE DEPARTMENT Total:	476,626.45	503,202.09	-26,575.64	-5.58%	3,806,065.29	4,411,635.64	-605,570.35	-15.91%
Department: 701 - POLICE DEPARTMENT								
51 - PERSONNEL	481,537.48	575,193.01	-93,655.53	-19.45%	4,150,748.47	4,468,067.56	-317,319.09	-7.64%
52 - CONTRACTUAL	17,254.10	33,124.55	-15,870.45	-91.98%	594,333.55	342,225.12	252,108.43	42.42%
53 - GENERAL SERVICES	81,696.04	28,332.32	53,363.72	65.32%	244,946.61	214,353.78	30,592.83	12.49%
54 - MACHINE & EQUIPMENT MAI	7,640.82	5,007.67	2,633.15	34.46%	188,491.29	219,060.90	-30,569.61	-16.22%
55 - CAPITAL OUTLAY	32,594.98	616,189.11	-583,594.13	-1,790.44%	259,648.55	1,452,132.90	-1,192,484.35	-459.27%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.07	0.00	0.07	100.00%
57 - DEBT SERVICE	28,121.08	0.00	28,121.08	100.00%	115,470.23	366,690.71	-251,220.48	-217.56%
Department 701 - POLICE DEPARTMENT Total:	648,844.50	1,257,846.66	-609,002.16	-93.86%	5,553,638.77	7,062,530.97	-1,508,892.20	-27.17%
Department: 801 - DEVELOPMENT SERVICES								
51 - PERSONNEL	42,549.74	52,178.12	-9,628.38	-22.63%	378,053.30	383,057.10	-5,003.80	-1.32%
52 - CONTRACTUAL	14,226.51	5,723.09	8,503.42	59.77%	101,734.58	68,116.25	33,618.33	33.05%
53 - GENERAL SERVICES	906.33	1,303.33	-397.00	-43.80%	10,312.09	14,043.63	-3,731.54	-36.19%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	11,547.80	10,890.40	657.40	5.69%
58 - GRANT DISBURSEMENTS	0.00	0.00	0.00	0.00%	7,209.48	0.00	7,209.48	100.00%
Department 801 - DEVELOPMENT SERVICES Total:	57,682.58	59,204.54	-1,521.96	-2.64%	508,857.25	476,107.38	32,749.87	6.44%
Department: 900 - TRANSFERS								
59 - TRANSFER	73,878.00	0.00	73,878.00	100.00%	1,373,268.00	1,476,466.00	-103,198.00	-7.51%

Prior-Year Comparative Income Statement

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Item 27.

Categor...	2020-2021		2021-2022		Sept. Variance		YTD Variance	
	Sept. Activity	Sept. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Department 900 - TRANSFERS Total:	73,878.00	0.00	73,878.00	100.00%	1,373,268.00	1,476,466.00	-103,198.00	-7.51%
Expense Total:	1,923,643.76	2,430,551.80	-506,908.04	-26.35%	17,453,591.49	20,125,760.85	-2,672,169.36	-15.31%
Total Revenues	1,397,078.07	1,350,063.61	-47,014.46	-3.37%	19,312,962.39	22,979,208.27	3,666,245.88	18.98%
Fund 01 Surplus (Deficit):	-526,565.69	-1,080,488.19	-553,922.50	-105.20%	1,859,370.90	2,853,447.42	994,076.52	53.46%

Prior-Year Comparative Income Statement

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Item 27.

Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 02 - WATER AND WASTEWATER FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	720.71	2,445.65	1,724.94	239.34%
43 - INTERGOVERNMENTAL	2,750.00	2,637,556.39	2,634,806.39	95,811.14%	2,635,104.03	2,642,758.76	7,654.73	0.29%
44 - CHARGES FOR SERVICES	971,369.25	884,589.92	-86,779.33	-8.93%	8,915,601.05	10,823,182.80	1,907,581.75	21.40%
45 - OTHER REVENUE	6,658.12	87,599.45	80,941.33	1,215.68%	28,816.94	20,709,972.69	20,681,155.75	71,767.36%
49 - TRANSFER	0.00	0.00	0.00	0.00%	34,753.00	50,219.00	15,466.00	44.50%
Revenue Total:	980,777.37	3,609,745.76	2,628,968.39	268.05%	11,614,995.73	34,228,578.90	22,613,583.17	194.69%
Expense								
Department: 000 - UTILITIES ADMINISTRATION								
51 - PERSONNEL	39,571.74	89,795.23	-50,223.49	-126.92%	269,865.71	539,007.28	-269,141.57	-99.73%
52 - CONTRACTUAL	5,988.11	946.65	5,041.46	84.19%	88,253.06	42,296.60	45,956.46	52.07%
53 - GENERAL SERVICES	0.00	210.75	-210.75	0.00%	4,798.84	1,799.44	2,999.40	62.50%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	110.00	0.00	110.00	100.00%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	453,260.03	-453,260.03	0.00%
Department 000 - UTILITIES ADMINISTRATION Total:	45,559.85	90,952.63	-45,392.78	-99.63%	363,027.61	1,036,363.35	-673,335.74	-185.48%
Department: 001 - WATER PRODUCTION								
51 - PERSONNEL	24,635.01	33,295.05	-8,660.04	-35.15%	198,933.09	252,960.34	-54,027.25	-27.16%
52 - CONTRACTUAL	70,314.98	128,396.79	-58,081.81	-82.60%	575,747.10	686,663.04	-110,915.94	-19.26%
53 - GENERAL SERVICES	2,032.00	1,503.00	529.00	26.03%	8,880.12	11,897.98	-3,017.86	-33.98%
54 - MACHINE & EQUIPMENT MAI	380.29	8,194.21	-7,813.92	-2,054.73%	204,089.19	196,508.34	7,580.85	3.71%
55 - CAPITAL OUTLAY	698,248.48	881,420.93	-183,172.45	-26.23%	747,453.48	2,065,128.98	-1,317,675.50	-176.29%
Department 001 - WATER PRODUCTION Total:	795,610.76	1,052,809.98	-257,199.22	-32.33%	1,735,102.98	3,213,158.68	-1,478,055.70	-85.19%
Department: 002 - WATER DISTRIBUTION								
51 - PERSONNEL	24,947.29	12,068.66	12,878.63	51.62%	202,513.01	115,384.25	87,128.76	43.02%
52 - CONTRACTUAL	22,767.28	11,600.05	11,167.23	49.05%	151,466.95	192,569.19	-41,102.24	-27.14%
53 - GENERAL SERVICES	7,885.30	4,912.53	2,972.77	37.70%	31,488.00	54,113.23	-22,625.23	-71.85%
54 - MACHINE & EQUIPMENT MAI	29,221.18	244.08	28,977.10	99.16%	132,207.53	281,684.28	-149,476.75	-113.06%
55 - CAPITAL OUTLAY	31,370.00	255,933.10	-224,563.10	-715.85%	748,723.48	1,243,636.21	-494,912.73	-66.10%
Department 002 - WATER DISTRIBUTION Total:	116,191.05	284,758.42	-168,567.37	-145.08%	1,266,398.97	1,887,387.16	-620,988.19	-49.04%
Department: 003 - CUSTOMER SERVICE								
51 - PERSONNEL	21,705.47	18,250.96	3,454.51	15.92%	178,335.75	169,455.96	8,879.79	4.98%
52 - CONTRACTUAL	2,760.27	332.07	2,428.20	87.97%	7,299.92	31,277.33	-23,977.41	-328.46%
53 - GENERAL SERVICES	1,888.89	1,440.39	448.50	23.74%	8,256.84	10,870.61	-2,613.77	-31.66%
54 - MACHINE & EQUIPMENT MAI	890.00	386.40	503.60	56.58%	52,548.39	56,331.95	-3,783.56	-7.20%
Department 003 - CUSTOMER SERVICE Total:	27,244.63	20,409.82	6,834.81	25.09%	246,440.90	267,935.85	-21,494.95	-8.72%
Department: 011 - WASTEWATER COLLECTION								
51 - PERSONNEL	27,014.93	44,677.79	-17,662.86	-65.38%	235,655.06	283,739.24	-48,084.18	-20.40%
52 - CONTRACTUAL	243.23	133.55	109.68	45.09%	45,914.91	47,476.72	-1,561.81	-3.40%
53 - GENERAL SERVICES	3,611.69	1,317.21	2,294.48	63.53%	16,453.84	18,798.99	-2,345.15	-14.25%

Prior-Year Comparative Income Statement

For the Period Ending 09

Item 27.

Categor...	2020-2021	2021-2022	Sept. Variance		2020-2021	2021-2022	YTD Variance	
	Sept. Activity	Sept. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
54 - MACHINE & EQUIPMENT MAI	2,076.93	-957.72	3,034.65	146.11%	31,127.37	48,247.25	-17,119.88	-55.00%
55 - CAPITAL OUTLAY	411,112.64	0.00	411,112.64	100.00%	617,490.37	88,677.36	528,813.01	85.64%
Department 011 - WASTEWATER COLLECTION Total:	444,059.42	45,170.83	398,888.59	89.83%	946,641.55	486,939.56	459,701.99	48.56%
Department: 012 - WASTEWATER TREATMENT								
52 - CONTRACTUAL	86,825.25	90,280.89	-3,455.64	-3.98%	962,009.77	985,222.81	-23,213.04	-2.41%
54 - MACHINE & EQUIPMENT MAI	9,502.05	5,043.12	4,458.93	46.93%	29,118.05	78,808.73	-49,690.68	-170.65%
55 - CAPITAL OUTLAY	269,128.73	0.00	269,128.73	100.00%	269,128.73	67,151.76	201,976.97	75.05%
Department 012 - WASTEWATER TREATMENT Total:	365,456.03	95,324.01	270,132.02	73.92%	1,260,256.55	1,131,183.30	129,073.25	10.24%
Department: 020 - BILLING & COLLECTION								
51 - PERSONNEL	6,079.53	11,603.63	-5,524.10	-90.86%	106,508.45	89,227.17	17,281.28	16.23%
52 - CONTRACTUAL	12,222.96	2,873.89	9,349.07	76.49%	86,963.77	80,726.49	6,237.28	7.17%
53 - GENERAL SERVICES	16,252.39	25,532.02	-9,279.63	-57.10%	125,930.23	192,068.99	-66,138.76	-52.52%
54 - MACHINE & EQUIPMENT MAI	265.00	362.50	-97.50	-36.79%	25,066.01	33,791.94	-8,725.93	-34.81%
Department 020 - BILLING & COLLECTION Total:	34,819.88	40,372.04	-5,552.16	-15.95%	344,468.46	395,814.59	-51,346.13	-14.91%
Department: 901 - NON-DEPARTMENTAL								
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	282.56	418,942.87	-418,660.31	-148,166.87%
57 - DEBT SERVICE	184,337.00	177,137.00	7,200.00	3.91%	1,588,069.94	1,621,490.58	-33,420.64	-2.10%
59 - TRANSFER	64,031.60	75,774.81	-11,743.21	-18.34%	958,298.75	1,516,123.22	-557,824.47	-58.21%
Department 901 - NON-DEPARTMENTAL Total:	248,368.60	252,911.81	-4,543.21	-1.83%	2,546,651.25	3,556,556.67	-1,009,905.42	-39.66%
Expense Total:	2,077,310.22	1,882,709.54	194,600.68	9.37%	8,708,988.27	11,975,339.16	-3,266,350.89	-37.51%
Total Revenues	980,777.37	3,609,745.76	2,628,968.39	268.05%	11,614,995.73	34,228,578.90	22,613,583.17	194.69%
Fund 02 Surplus (Deficit):	-1,096,532.85	1,727,036.22	2,823,569.07	257.50%	2,906,007.46	22,253,239.74	19,347,232.28	665.77%

Prior-Year Comparative Income Statement

For the Period Ending 09

Item 27.

Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 03 - SANITARY LANDFILL FUND								
Revenue								
44 - CHARGES FOR SERVICES	85,819.40	113,305.42	27,486.02	32.03%	1,023,879.55	1,273,438.01	249,558.46	24.37%
45 - OTHER REVENUE	31.17	3,527.22	3,496.05	11,216.07%	7,094.35	12,126.74	5,032.39	70.94%
Revenue Total:	85,850.57	116,832.64	30,982.07	36.09%	1,030,973.90	1,285,564.75	254,590.85	24.69%
Expense								
Department: 030 - LANDFILL								
51 - PERSONNEL	26,506.89	35,403.50	-8,896.61	-33.56%	222,216.75	241,826.52	-19,609.77	-8.82%
52 - CONTRACTUAL	12,316.22	2,907.71	9,408.51	76.39%	45,020.01	87,239.08	-42,219.07	-93.78%
53 - GENERAL SERVICES	5,550.50	11,805.10	-6,254.60	-112.69%	58,936.92	106,246.91	-47,309.99	-80.27%
54 - MACHINE & EQUIPMENT MAI	15,465.97	14,963.45	502.52	3.25%	117,327.78	129,836.66	-12,508.88	-10.66%
55 - CAPITAL OUTLAY	199,881.18	0.00	199,881.18	100.00%	199,881.18	182,951.59	16,929.59	8.47%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	1.40	10.73	-9.33	-666.43%
59 - TRANSFER	0.00	0.00	0.00	0.00%	28,763.00	81,539.00	-52,776.00	-183.49%
Department 030 - LANDFILL Total:	259,720.76	65,079.76	194,641.00	74.94%	672,147.04	829,650.49	-157,503.45	-23.43%
Expense Total:	259,720.76	65,079.76	194,641.00	74.94%	672,147.04	829,650.49	-157,503.45	-23.43%
Total Revenues	85,850.57	116,832.64	30,982.07	36.09%	1,030,973.90	1,285,564.75	254,590.85	24.69%
Fund 03 Surplus (Deficit):	-173,870.19	51,752.88	225,623.07	129.77%	358,826.86	455,914.26	97,087.40	27.06%

Prior-Year Comparative Income Statement

For the Period Ending 09

Item 27.

Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 04 - AIRPORT FUND								
Revenue								
44 - CHARGES FOR SERVICES	10,889.62	10,152.89	-736.73	-6.77%	113,231.40	131,079.13	17,847.73	15.76%
45 - OTHER REVENUE	314,469.20	0.00	-314,469.20	-100.00%	314,469.20	0.00	-314,469.20	-100.00%
49 - TRANSFER	0.00	0.00	0.00	0.00%	160,000.00	0.00	-160,000.00	-100.00%
Revenue Total:	325,358.82	10,152.89	-315,205.93	-96.88%	587,700.60	131,079.13	-456,621.47	-77.70%
Expense								
Department: 040 - AIRPORT								
51 - PERSONNEL	265.71	1,006.16	-740.45	-278.67%	4,950.01	4,790.44	159.57	3.22%
52 - CONTRACTUAL	16,433.05	6,793.15	9,639.90	58.66%	59,668.14	59,563.93	104.21	0.17%
53 - GENERAL SERVICES	0.00	110.70	-110.70	0.00%	194.14	145.50	48.64	25.05%
54 - MACHINE & EQUIPMENT MAI	7,928.74	110.00	7,818.74	98.61%	19,944.42	14,121.79	5,822.63	29.19%
55 - CAPITAL OUTLAY	470,628.84	0.00	470,628.84	100.00%	470,628.84	3,601.50	467,027.34	99.23%
Department 040 - AIRPORT Total:	495,256.34	8,020.01	487,236.33	98.38%	555,385.55	82,223.16	473,162.39	85.20%
Expense Total:	495,256.34	8,020.01	487,236.33	98.38%	555,385.55	82,223.16	473,162.39	85.20%
Total Revenues	325,358.82	10,152.89	-315,205.93	-96.88%	587,700.60	131,079.13	-456,621.47	-77.70%
Fund 04 Surplus (Deficit):	-169,897.52	2,132.88	172,030.40	101.26%	32,315.05	48,855.97	16,540.92	51.19%

Prior-Year Comparative Income Statement

For the Period Ending 09

Item 27.

Categor...	2020-2021		2021-2022		Sept. Variance		YTD Variance	
	Sept. Activity	Sept. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 05 - STORM WATER DRAINAGE FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	5,204.57	16,837.28	11,632.71	223.51%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	420,043.65	1,016,222.95	596,179.30	141.93%
44 - CHARGES FOR SERVICES	81,196.49	84,173.72	2,977.23	3.67%	742,269.89	970,317.68	228,047.79	30.72%
45 - OTHER REVENUE	3.95	829.51	825.56	20,900.25%	394.83	3,213,823.84	3,213,429.01	813,876.61%
Revenue Total:	81,200.44	85,003.23	3,802.79	4.68%	1,167,912.94	5,217,201.75	4,049,288.81	346.71%
Expense								
Department: 050 - STORM WATER DRAINAGE								
52 - CONTRACTUAL	996.13	22,519.47	-21,523.34	-2,160.70%	25,589.43	287,426.55	-261,837.12	-1,023.22%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	3,366.00	-3,366.00	0.00%
55 - CAPITAL OUTLAY	561,747.82	0.00	561,747.82	100.00%	2,017,081.42	112,420.00	1,904,661.42	94.43%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	595.00	84,918.72	-84,323.72	-14,172.05%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	499,447.60	3,568,710.89	-3,069,263.29	-614.53%
59 - TRANSFER	65,431.00	0.00	65,431.00	100.00%	264,439.00	175,727.00	88,712.00	33.55%
Department 050 - STORM WATER DRAINAGE Total:	628,174.95	22,519.47	605,655.48	96.42%	2,807,152.45	4,232,569.16	-1,425,416.71	-50.78%
Expense Total:	628,174.95	22,519.47	605,655.48	96.42%	2,807,152.45	4,232,569.16	-1,425,416.71	-50.78%
Total Revenues	81,200.44	85,003.23	3,802.79	4.68%	1,167,912.94	5,217,201.75	4,049,288.81	346.71%
Fund 05 Surplus (Deficit):	-546,974.51	62,483.76	609,458.27	111.42%	-1,639,239.51	984,632.59	2,623,872.10	160.07%

Prior-Year Comparative Income Statement

For the Period Ending 09

Item 27.

Categor...	2020-2021		2021-2022		2020-2021		2021-2022	
	Sept. Activity	Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 07 - HOTEL OCCUPANCY TAX FUND								
Revenue								
40 - TAXES	137,443.33	131,432.41	-6,010.92	-4.37%	590,006.10	721,489.41	131,483.31	22.29%
44 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00%	50,867.10	46,257.15	-4,609.95	-9.06%
45 - OTHER REVENUE	10.88	4,400.89	4,390.01	40,349.36%	152.57	18,206.43	18,053.86	11,833.17%
Revenue Total:	137,454.21	135,833.30	-1,620.91	-1.18%	641,025.77	785,952.99	144,927.22	22.61%
Expense								
Department: 070 - TOURISM								
51 - PERSONNEL	10,219.38	8,246.99	1,972.39	19.30%	79,936.96	69,978.99	9,957.97	12.46%
52 - CONTRACTUAL	1,049.24	79,396.47	-78,347.23	-7,467.05%	169,523.72	170,048.94	-525.22	-0.31%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	2,466.02	3,040.74	-574.72	-23.31%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	13,482.97	-13,482.97	0.00%
58 - GRANT DISBURSEMENTS	-8,696.33	1,306.10	-10,002.43	-115.02%	163,155.93	134,784.39	28,371.54	17.39%
Department 070 - TOURISM Total:	2,572.29	88,949.56	-86,377.27	-3,357.99%	415,082.63	391,336.03	23,746.60	5.72%
Expense Total:	2,572.29	88,949.56	-86,377.27	-3,357.99%	415,082.63	391,336.03	23,746.60	5.72%
Total Revenues	137,454.21	135,833.30	-1,620.91	-1.18%	641,025.77	785,952.99	144,927.22	22.61%
Fund 07 Surplus (Deficit):	134,881.92	46,883.74	-87,998.18	-65.24%	225,943.14	394,616.96	168,673.82	74.65%

Prior-Year Comparative Income Statement

For the Period Ending 09

Item 27.

Categor...	2020-2021	2021-2022	Sept. Variance		2020-2021	2021-2022	YTD Variance	
	Sept. Activity	Sept. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 08 - DEBT SERVICE FUND								
Revenue								
40 - TAXES	-2,428.31	320.95	2,749.26	113.22%	266,870.86	268,649.02	1,778.16	0.67%
45 - OTHER REVENUE	1.37	101.22	99.85	7,288.32%	86.56	416.34	329.78	380.98%
49 - TRANSFER	171,825.00	0.00	-171,825.00	-100.00%	343,650.00	343,650.00	0.00	0.00%
Revenue Total:	169,398.06	422.17	-168,975.89	-99.75%	610,607.42	612,715.36	2,107.94	0.35%
Expense								
Department: 080 - DEBT SERVICE								
56 - BANK CHARGES	0.00	800.00	-800.00	0.00%	300.00	1,100.00	-800.00	-266.67%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	608,902.50	613,100.00	-4,197.50	-0.69%
Department 080 - DEBT SERVICE Total:	0.00	800.00	-800.00	0.00%	609,202.50	614,200.00	-4,997.50	-0.82%
Expense Total:	0.00	800.00	-800.00	0.00%	609,202.50	614,200.00	-4,997.50	-0.82%
Total Revenues	169,398.06	422.17	-168,975.89	-99.75%	610,607.42	612,715.36	2,107.94	0.35%
Fund 08 Surplus (Deficit):	169,398.06	-377.83	-169,775.89	-100.22%	1,404.92	-1,484.64	-2,889.56	-205.67%

Prior-Year Comparative Income Statement

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Categor...	2020-2021	2021-2022	Sept. Variance		2020-2021	2021-2022	YTD Variance	
	Sept. Activity	Sept. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 10 - CAPITAL PROJECTS FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	0.00	0.00	0.00%	2,506.25	3,712.20	1,205.95	48.12%
44 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00%	535.50	0.00	-535.50	-100.00%
45 - OTHER REVENUE	244.18	18,482.42	18,238.24	7,469.18%	26,806.34	2,111,458.10	2,084,651.76	7,776.71%
49 - TRANSFER	0.00	0.00	0.00	0.00%	967,565.00	1,234,069.00	266,504.00	27.54%
Revenue Total:	244.18	18,482.42	18,238.24	7,469.18%	997,413.09	3,349,239.30	2,351,826.21	235.79%
Expense								
Department: 402 - STREET MAINTENANCE								
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	444.00	0.00	444.00	100.00%
55 - CAPITAL OUTLAY	404,342.14	59,306.43	345,035.71	85.33%	5,041,310.72	3,668,467.13	1,372,843.59	27.23%
Department 402 - STREET MAINTENANCE Total:	404,342.14	59,306.43	345,035.71	85.33%	5,041,754.72	3,668,467.13	1,373,287.59	27.24%
Department: 501 - PARKS & RECREATION								
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.00	41,813.65	-41,813.65	0.00%
Department 501 - PARKS & RECREATION Total:	0.00	0.00	0.00	0.00%	0.00	41,813.65	-41,813.65	0.00%
Expense Total:	404,342.14	59,306.43	345,035.71	85.33%	5,041,754.72	3,710,280.78	1,331,473.94	26.41%
Total Revenues	244.18	18,482.42	18,238.24	7,469.18%	997,413.09	3,349,239.30	2,351,826.21	235.79%
Fund 10 Surplus (Deficit):	-404,097.96	-40,824.01	363,273.95	89.90%	-4,044,341.63	-361,041.48	3,683,300.15	91.07%

Prior-Year Comparative Income Statement

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Item 27.

Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 11 - CHILD SAFETY FUND								
Revenue								
42 - FINES AND FORFEITURES	176.36	225.30	48.94	27.75%	1,897.15	2,575.09	677.94	35.73%
45 - OTHER REVENUE	0.03	14.73	14.70	49,000.00%	1.42	50.68	49.26	3,469.01%
Revenue Total:	176.39	240.03	63.64	36.08%	1,898.57	2,625.77	727.20	38.30%
Total Revenues	176.39	240.03	63.64	36.08%	1,898.57	2,625.77	727.20	38.30%
Fund 11 Total:	176.39	240.03	63.64	36.08%	1,898.57	2,625.77	727.20	38.30%

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Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 12 - COURT TECHNOLOGY FUND								
Revenue								
42 - FINES AND FORFEITURES	454.37	1,067.30	612.93	134.90%	4,267.12	8,255.81	3,988.69	93.47%
45 - OTHER REVENUE	0.30	34.79	34.49	11,496.67%	3.21	115.27	112.06	3,490.97%
Revenue Total:	454.67	1,102.09	647.42	142.39%	4,270.33	8,371.08	4,100.75	96.03%
Total Revenues	454.67	1,102.09	647.42	142.39%	4,270.33	8,371.08	4,100.75	96.03%
Fund 12 Total:	454.67	1,102.09	647.42	142.39%	4,270.33	8,371.08	4,100.75	96.03%

Prior-Year Comparative Income Statement

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Item 27.

Categor...	2020-2021				2021-2022			
	Sept. Activity	Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 13 - PUBLIC SAFETY FUND								
Revenue								
42 - FINES AND FORFEITURES	0.00	0.00	0.00	0.00%	12,006.75	29,457.61	17,450.86	145.34%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	3,206.87	2,778.50	-428.37	-13.36%
45 - OTHER REVENUE	1.40	182.30	180.90	12,921.43%	34.93	675.35	640.42	1,833.44%
Revenue Total:	1.40	182.30	180.90	12,921.43%	15,248.55	32,911.46	17,662.91	115.83%
Expense								
Department: 130 - PUBLIC SAFETY								
52 - CONTRACTUAL	0.00	0.00	0.00	0.00%	391.30	12,567.43	-12,176.13	-3,111.71%
Department 130 - PUBLIC SAFETY Total:	0.00	0.00	0.00	0.00%	391.30	12,567.43	-12,176.13	-3,111.71%
Expense Total:	0.00	0.00	0.00	0.00%	391.30	12,567.43	-12,176.13	-3,111.71%
Total Revenues	1.40	182.30	180.90	12,921.43%	15,248.55	32,911.46	17,662.91	115.83%
Fund 13 Surplus (Deficit):	1.40	182.30	180.90	12,921.43%	14,857.25	20,344.03	5,486.78	36.93%

Prior-Year Comparative Income Statement

For the Period Ending 09 Item 27.

Categor...	2020-2021		2021-2022		Sept. Variance		YTD Variance	
	Sept. Activity	Sept. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 20 - TAX INCREMENT FINANCING FUND								
Revenue								
40 - TAXES	0.00	33,623.07	33,623.07	0.00%	3,788.79	173,210.83	169,422.04	4,471.67%
45 - OTHER REVENUE	0.00	275.11	275.11	0.00%	0.00	879.80	879.80	0.00%
49 - TRANSFER	158,004.00	0.00	-158,004.00	-100.00%	329,829.00	261,092.00	-68,737.00	-20.84%
Revenue Total:	158,004.00	33,898.18	-124,105.82	-78.55%	333,617.79	435,182.63	101,564.84	30.44%
Expense								
Department: 205 - TAX INCREMENT FINANCING								
59 - TRANSFER	171,825.00	0.00	171,825.00	100.00%	343,650.00	343,650.00	0.00	0.00%
Department 205 - TAX INCREMENT FINANCING Total:	171,825.00	0.00	171,825.00	100.00%	343,650.00	343,650.00	0.00	0.00%
Expense Total:	171,825.00	0.00	171,825.00	100.00%	343,650.00	343,650.00	0.00	0.00%
Total Revenues	158,004.00	33,898.18	-124,105.82	-78.55%	333,617.79	435,182.63	101,564.84	30.44%
Fund 20 Surplus (Deficit):	-13,821.00	33,898.18	47,719.18	345.27%	-10,032.21	91,532.63	101,564.84	1,012.39%

Prior-Year Comparative Income Statement

For the Period Ending 09

Item 27.

Categor...	2020-2021 Sept. Activity	2021-2022 Sept. Activity	Sept. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 79 - SEDA								
Revenue								
40 - TAXES	49,499.00	57,289.28	7,790.28	15.74%	627,495.47	698,407.36	70,911.89	11.30%
43 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	34,000.00	66,000.00	32,000.00	94.12%
45 - OTHER REVENUE	23.48	2,604.62	2,581.14	10,992.93%	464.82	9,325.06	8,860.24	1,906.17%
Revenue Total:	49,522.48	59,893.90	10,371.42	20.94%	661,960.29	773,732.42	111,772.13	16.89%
Expense								
Department: 790 - SEDA								
51 - PERSONNEL	32,980.16	39,022.01	-6,041.85	-18.32%	238,411.01	260,306.62	-21,895.61	-9.18%
52 - CONTRACTUAL	5,606.01	9,439.28	-3,833.27	-68.38%	143,532.15	113,735.05	29,797.10	20.76%
53 - GENERAL SERVICES	218.33	5,240.50	-5,022.17	-2,300.27%	7,864.57	9,154.37	-1,289.80	-16.40%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	1,286.68	4,936.77	-3,650.09	-283.68%
55 - CAPITAL OUTLAY	3,910.22	0.00	3,910.22	100.00%	65,877.57	-33.00	65,910.57	100.05%
56 - BANK CHARGES	7.55	48.20	-40.65	-538.41%	40.97	205.11	-164.14	-400.63%
58 - GRANT DISBURSEMENTS	0.00	133,000.00	-133,000.00	0.00%	48,224.77	218,545.11	-170,320.34	-353.18%
59 - TRANSFER	24,909.00	0.00	24,909.00	100.00%	24,909.00	0.00	24,909.00	100.00%
Department 790 - SEDA Total:	67,631.27	186,749.99	-119,118.72	-176.13%	530,146.72	606,850.03	-76,703.31	-14.47%
Expense Total:	67,631.27	186,749.99	-119,118.72	-176.13%	530,146.72	606,850.03	-76,703.31	-14.47%
Total Revenues	49,522.48	59,893.90	10,371.42	20.94%	661,960.29	773,732.42	111,772.13	16.89%
Fund 79 Surplus (Deficit):	-18,108.79	-126,856.09	-108,747.30	-600.52%	131,813.57	166,882.39	35,068.82	26.60%
Total Surplus (Deficit):	-2,644,956.07	677,165.96	3,322,122.03	125.60%	-156,905.30	26,917,936.72	27,074,842.02	17,255.53%

Fund Summary

Fund	2020-2021		2021-2022		Sept. Variance		YTD Variance	
	Sept. Activity	Sept. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	-526,565.69	-1,080,488.19	-553,922.50	-105.20%	1,859,370.90	2,853,447.42	994,076.52	53.46%
02 - WATER AND WASTEWATE...	-1,096,532.85	1,727,036.22	2,823,569.07	257.50%	2,906,007.46	22,253,239.74	19,347,232.28	665.77%
03 - SANITARY LANDFILL FUND	-173,870.19	51,752.88	225,623.07	129.77%	358,826.86	455,914.26	97,087.40	27.06%
04 - AIRPORT FUND	-169,897.52	2,132.88	172,030.40	101.26%	32,315.05	48,855.97	16,540.92	51.19%
05 - STORM WATER DRAINAGE...	-546,974.51	62,483.76	609,458.27	111.42%	-1,639,239.51	984,632.59	2,623,872.10	160.07%
07 - HOTEL OCCUPANCY TAX F...	134,881.92	46,883.74	-87,998.18	-65.24%	225,943.14	394,616.96	168,673.82	74.65%
08 - DEBT SERVICE FUND	169,398.06	-377.83	-169,775.89	-100.22%	1,404.92	-1,484.64	-2,889.56	-205.67%
10 - CAPITAL PROJECTS FUND	-404,097.96	-40,824.01	363,273.95	89.90%	-4,044,341.63	-361,041.48	3,683,300.15	91.07%
11 - CHILD SAFETY FUND	176.39	240.03	63.64	36.08%	1,898.57	2,625.77	727.20	38.30%
12 - COURT TECHNOLOGY FU...	454.67	1,102.09	647.42	142.39%	4,270.33	8,371.08	4,100.75	96.03%
13 - PUBLIC SAFETY FUND	1.40	182.30	180.90	12,921.43%	14,857.25	20,344.03	5,486.78	36.93%
20 - TAX INCREMENT FINANCI...	-13,821.00	33,898.18	47,719.18	345.27%	-10,032.21	91,532.63	101,564.84	1,012.39%
79 - SEDA	-18,108.79	-126,856.09	-108,747.30	-600.52%	131,813.57	166,882.39	35,068.82	26.60%
Total Surplus (Deficit):	-2,644,956.07	677,165.96	3,322,122.03	125.60%	-156,905.30	26,917,936.72	27,074,842.02	17,255.53%



**Quarterly Investment Report
For the Quarter Ending
September 30, 2022**

City of Stephenville, Texas
Quarterly Investment Report
September 30, 2022
Portfolio Summary Management Report

<u>Portfolio as of June 30, 2022:</u>		<u>Portfolio as of September 30, 2022:</u>	
Beginning Book Value	\$ 72,825,424	Ending Book Value	\$ 73,647,073
Beginning Market Value	\$ 72,817,207	Ending Market Value	\$ 73,633,469
		Total Income for Quarter	\$ 352,054
		Change in Book Value	\$ 821,649
		Change in Market Value	\$ 816,263
		Net Change in Value	\$ (5,386)

Average Yield to Maturity for period - Total	1.71%
Average Yield to Maturity for period - Non-Demand	1.79%
3 Month Treasury Average July - September 2022	2.67%

/s/ Monica D. Harris

Monica D. Harris, CPA
Director of Finance and Administration
City of Stephenville

City of Stephenville, TX
Investment Report
9/30/2022

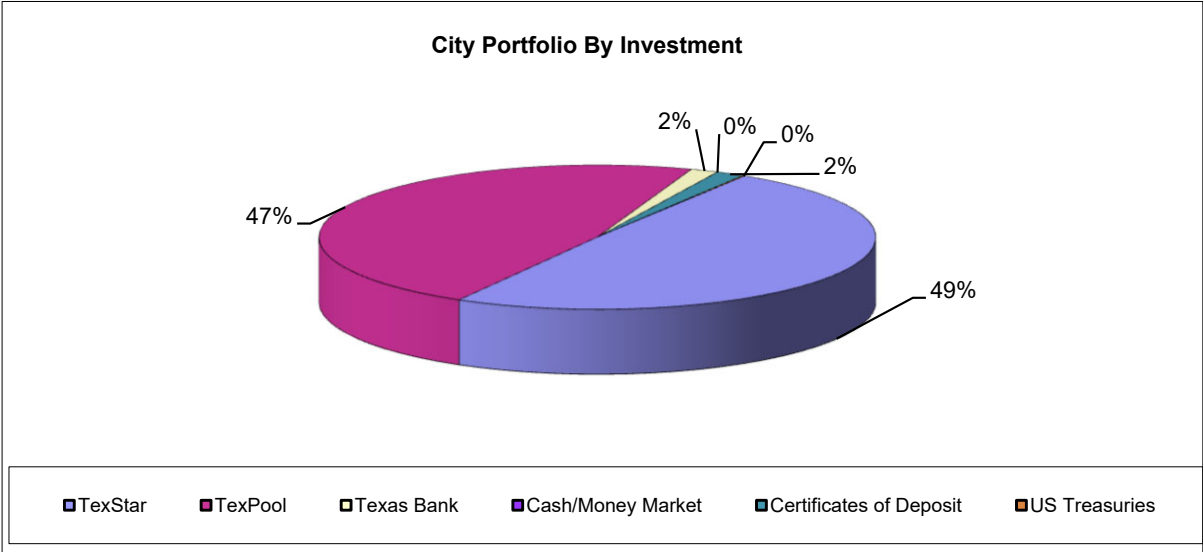
Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Interest Earned July 2022	Interest Earned August 2022	Interest Earned September 2022	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
Pooled Cash																
9/30/2022	10/1/2022	N/A	Demand	1,075,816.18	0.790%	100.000	0.790%	1,075,816.18	1,007.26	1,537.73	2,614.13	5,159.12	1,075,816.18	7,857.46	100.0000	1,075,816.18
Sub Total				1,075,816.18				1,075,816.18	1,007.26	1,537.73	2,614.13	5,159.12	1,075,816.18	7,857.46		1,075,816.18
General Fund																
9/30/2022	10/1/2022	N/A	Texpool	12,204,819.38	2.413%	100.000	2.413%	12,204,819.38	14,605.23	19,104.98	19,789.45	53,499.66	12,204,819.38	77,736.04	100.0000	12,204,819.38
9/30/2022	10/1/2022	N/A	TexSTAR	3,290,989.72	2.294%	100.000	2.294%	3,290,989.72	3,292.30	5,318.55	6,193.78	14,804.63	3,290,989.72	19,666.70	100.0000	3,290,989.72
9/30/2022	10/1/2022	N/A	Pershing	2,064.02	0.000%	100.000	0.000%	2,064.02	-	-	-	-	2,064.02	-	100.0000	2,064.02
5/11/2022	12/12/2022	251795AW0	CD	245,000.00	1.000%	100.000	1.000%	245,000.00	208.08	208.08	201.37	617.53	245,000.00	959.86	99.5660	243,936.70
5/13/2022	4/13/2023	31034RGQ2	CD	245,000.00	100.000%	100.000	1.550%	245,000.00	322.53	322.53	312.12	957.18	245,000.00	1,466.98	98.7380	241,908.10
5/18/2022	6/20/2023	38150VAK5	CD	245,000.00	100.000%	100.000	2.000%	245,000.00	416.17	416.16	402.74	1,235.07	245,000.00	1,825.75	98.6290	241,641.05
5/18/2022	2/17/2023	95763PEV9	CD	245,000.00	100.000%	100.000	1.500%	245,000.00	312.12	312.12	302.05	926.29	245,000.00	1,369.30	99.1890	243,013.05
5/20/2022	5/19/2023	48128WWP6	CD	245,000.00	100.000%	100.000	2.000%	245,000.00	416.16	416.16	402.74	1,235.06	245,000.00	1,798.90	98.7950	242,047.75
6/2/2022	5/31/2023	912828R69	US Treasury	100,000.00	100.000%	99.5414	1.625%	99,541.40	137.63	137.64	133.20	408.47	99,541.40	519.47	98.3910	98,391.00
Sub Total				16,822,873.12				16,822,414.52	19,710.22	26,236.22	27,737.45	73,683.89	16,822,414.52	105,343.00		16,808,810.77
Enterprise																
9/30/2022	10/1/2022	N/A	Texpool	8,366,422.48	2.413%	100.0000	2.413%	8,366,422.48	9,564.47	13,886.73	16,557.78	40,008.98	8,366,422.48	53,254.49	100.0000	8,366,422.48
9/30/2022	10/1/2022	N/A	Texpool	1,782,254.01	2.413%	100.0000	2.413%	1,782,254.01	2,175.38	3,172.23	3,527.22	8,874.83	1,782,254.01	11,776.74	100.0000	1,782,254.01
9/30/2022	10/1/2022	N/A	TexSTAR	1,308,283.40	2.294%	100.0000	2.294%	1,308,283.40	4,537.46	5,575.23	6,167.17	16,279.86	1,308,283.40	10,034.11	100.0000	1,308,283.40
9/30/2022	10/1/2022	N/A	TexSTAR	12,509,550.33	2.294%	100.0000	2.294%	12,509,550.33	14,814.60	20,612.12	23,543.56	58,970.28	12,509,550.33	80,849.05	100.0000	12,509,550.33
9/30/2022	10/1/2022	N/A	TexSTAR	19,240,370.93	2.294%	100.0000	2.294%	19,240,370.93	23,830.43	33,156.25	37,049.78	94,036.46	19,240,370.93	121,791.86	100.0000	19,240,370.93
Sub Total				43,206,881.15				43,206,881.15	54,922.34	76,402.56	86,845.51	218,170.41	43,206,881.15	277,706.25		43,206,881.15
Storm Drainage																
9/30/2022	10/1/2022	N/A	Texpool	319,925.13	2.413%	100.0000	2.413%	319,925.13	430.44	689.19	633.14	1,752.77	319,925.13	2,261.11	100.0000	319,925.13
9/30/2022	10/1/2022	N/A	Texpool	99,232.51	2.413%	100.0000	2.413%	99,232.51	127.47	181.58	196.37	505.42	99,232.51	685.68	100.0000	99,232.51
Sub Total				419,157.64				419,157.64	557.91	870.77	829.51	2,258.19	419,157.64	2,946.79		419,157.64
Hotel Occupancy Tax																
9/30/2022	10/1/2022	N/A	Texpool	959,525.12	2.413%	100.0000	2.413%	959,525.12	1,077.05	1,659.61	1,898.97	4,635.63	959,525.12	6,047.37	100.0000	959,525.12
9/30/2022	10/1/2022	N/A	TexSTAR	1,026.07	2.294%	100.0000	2.294%	1,026.07	1.21	1.68	1.92	4.81	1,026.07	5.11	100.0000	1,026.07
Sub Total				960,551.19				960,551.19	1,078.26	1,661.29	1,900.89	4,640.44	960,551.19	6,052.48		960,551.19
Child Safety																
9/30/2022	10/1/2022	N/A	Texpool	7,440.20	2.413%	100.0000	2.413%	7,440.20	9.46	13.46	14.73	37.65	7,440.20	50.68	100.0000	7,440.20
Sub Total				7,440.20				7,440.20	9.46	13.46	14.73	37.65	7,440.20	50.68		7,440.20
Court Technology																
9/30/2022	10/1/2022	N/A	Texpool	17,583.37	2.413%	100.0000	2.413%	17,583.37	21.37	31.02	34.79	87.18	17,583.37	115.27	100.0000	17,583.37
Sub Total				17,583.37				17,583.37	21.37	31.02	34.79	87.18	17,583.37	115.27		17,583.37
Public Safety																
9/30/2022	10/1/2022	N/A	Texpool	92,076.21	2.413%	100.0000	2.413%	92,076.21	134.46	190.79	182.30	507.55	92,076.21	675.35	100.0000	92,076.21
Sub Total				92,076.21				92,076.21	134.46	190.79	182.30	507.55	92,076.21	675.35		92,076.21
SEDA																
9/30/2022	10/1/2022	N/A	Texpool	1,316,069.62	2.413%	100.0000	2.413%	1,316,069.62	1,610.54	2,336.02	2,604.62	6,551.18	1,316,069.62	8,825.06	100.0000	1,316,069.62
Sub Total				1,316,069.62				1,316,069.62	1,610.54	2,336.02	2,604.62	6,551.18	1,316,069.62	8,825.06		1,316,069.62
Debt Service																
9/30/2022	10/1/2022	N/A	Demand	61,432.99	2.030%	100.0000	2.030%	61,432.99	69.06	96.00	101.22	266.28	61,432.99	416.34	100.0000	61,432.99
Sub Total				61,432.99				61,432.99	69.06	96.00	101.22	266.28	61,432.99	416.34		61,432.99
Employee Benefit																
9/30/2022	10/1/2022	N/A	Demand	49,612.64	2.030%	100.0000	2.030%	49,612.64	75.50	151.24	136.27	363.01	49,612.64	534.03	100.0000	49,612.64
Sub Total				49,612.64				49,612.64	75.50	151.24	136.27	363.01	49,612.64	534.03		49,612.64

City of Stephenville, TX
Investment Report
9/30/2022

Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Interest Earned July 2022	Interest Earned August 2022	Interest Earned September 2022	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
Capital Projects																
9/30/2022	10/1/2022	N/A	Texpool	7,466,842.87	2.413%	100.0000	2.413%	7,466,842.87	10,271.29	14,595.72	14,777.44	39,644.45	7,466,842.87	56,498.25	100.0000	7,466,842.87
9/30/2022	10/1/2022	N/A	TexSTAR	2,012,179.19	2.294%	100.0000	2.294%	2,012,179.19	2,383.04	3,315.63	3,704.98	9,403.65	2,012,179.19	12,179.19	100.0000	2,012,179.19
Sub Total				<u>9,479,022.06</u>				<u>9,479,022.06</u>	<u>10,271.29</u>	<u>14,595.72</u>	<u>14,777.44</u>	<u>39,644.45</u>	<u>9,479,022.06</u>	<u>68,677.44</u>		<u>9,479,022.06</u>
Tax Increment Financing																
9/30/2022	10/1/2022	N/A	Texpool	139,015.12	2.413%	100.0000	2.413%	139,015.12	155.38	254.38	275.11	684.87	139,015.12	879.80	100.0000	139,015.12
Sub Total				<u>139,015.12</u>				<u>139,015.12</u>	<u>155.38</u>	<u>254.38</u>	<u>275.11</u>	<u>684.87</u>	<u>139,015.12</u>	<u>879.80</u>		<u>139,015.12</u>
Grand Total				<u>73,647,531.49</u>				<u>73,647,072.89</u>	<u>89,623.05</u>	<u>124,377.20</u>	<u>138,053.97</u>	<u>352,054.22</u>	<u>73,647,072.89</u>	<u>480,079.95</u>		<u>73,633,469.14</u>

**City of Stephenville
Investment Diversification
For Month Ending September 30, 2022**

<u>Investments</u>	<u>Par Value</u>	<u>Market Value</u>	<u>% of Portfolio</u>	<u>Avg Yield</u>
TexStar	36,349,194.38	36,349,194.38	49.36%	2.29%
TexPool	34,784,411.28	34,784,411.28	47.23%	2.41%
Texas Bank	1,186,861.81	1,186,861.81	1.61%	2.03%
Cash/Money Market	2,064.02	2,064.02	0.00%	0.00%
Certificates of Deposit	1,225,000.00	1,212,546.65	1.66%	1.61%
US Treasuries	100,000.00	98,391.00	0.14%	1.64%
	73,647,531.49	73,633,469.14	100.00%	



City of Stephenville, TX
Consolidated Yield Worksheet
 July-September 2022

<u>July</u>	<u>Average Monthly Balance</u>	<u>Net Monthly Earnings</u>	<u>Average Monthly Rate</u>
Brokered CD's	1,216,285.35	1,675.06	1.61%
US Treasuries	98,895.00	137.63	1.64%
Demand - Operating	1,092,022.75	1,007.26	1.17%
Demand - Others	156,554.07	144.56	1.17%
Texpool	31,118,295.87	40,182.54	1.52%
TexSTAR	39,059,681.39	46,476.00	1.40%
Totals for July	71,525,449.08	89,623.05	1.32%
<u>August</u>			
Brokered CD's	1,216,687.15	1,675.05	1.61%
US Treasuries	98,746.00	137.64	1.64%
Demand - Operating	1,023,597.69	1,537.73	1.72%
Demand - Others	160,079.82	247.24	1.72%
Texpool	30,495,118.24	56,115.71	2.16%
TexSTAR	39,106,147.04	64,663.83	1.95%
Totals for August	72,100,375.94	124,377.20	1.80%
<u>September</u>			
Brokered CD's	1,212,546.65	1,621.02	1.61%
US Treasuries	98,391.00	133.20	1.64%
Demand - Operating	1,604,964.44	2,614.13	2.03%
Demand - Others	143,337.38	237.49	2.03%
Texpool	30,546,063.80	60,491.92	2.41%
TexSTAR	38,730,100.41	72,956.21	2.29%
Totals for September	72,335,403.68	138,053.97	2.00%



STAFF REPORT

SUBJECT: Auction Items

DEPARTMENT: Finance

STAFF CONTACT: Robert Oswald

RECOMMENDATION:

Staff is seeking authorization to sell the following items, via online auction:

Quantity	Description	Department
1	Bamboo Shelving Rack	Senior Center
3	PC Towers (software removed)	I.T.
15	Monitors	I.T.
3	Laptops	I.T.
12	L3 In Car Camera Systems	Police
13	Zebra Mobile Printers, Mounts & Chargers	Police



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, October 11, 2022 at 4:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, October 11, 2022, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Regular City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

Mayor Doug Svien
Council Member LeAnn Durfey
Council Member Justin Haschke
Council Member Bob Newby
Council Member Ricky Thurman
Council Member Gerald Cook (left the meeting at 5:55 PM)
Council Member Mark McClinton

COUNCIL ABSENT:

Council Member David Baskettt

OTHERS ATTENDING:

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

CALL TO ORDER

Mayor Svien called the meeting to order at 4:30 PM.

PLEDGES OF ALLEGIANCE

Council Member Newby led the pledges to the United States flag and to the Texas flag.

INVOCATION

Council Member Mark McClinton voiced the invocation.

PRESENTATIONS AND RECOGNITIONS

Introduce New City Secretary

The Mayor introduced Mrs. Sarah Lockenour as the newly hired City Secretary. Sarah introduced herself to the audience and stated that she was looking forward to beginning her employment on Monday, October 17, 2022.

Mayor Svien moved Item 1 up on the agenda.

REGULAR AGENDA

1. Discussion and Possible Consideration of Parking Issues at The Edge, Student Housing for Tarleton State University

Mr. James Milles, 4535 Tin Top Road, Weatherford, Texas addressed the Council regarding the lack of sufficient residential parking at The Edge, student housing for Tarleton State University. He explained that The Edge had only 206 parking spaces for 317 beds, which did not meet the City's parking requirements in this zoning district.

Mayor Svien stated that the City was aware of the parking situation and were currently working with Tarleton State University to remedy the issue.

The Mayor recessed the Regular meeting at 4:34 PM and convened the Executive Session at 4:38 PM.

EXECUTIVE SESSION

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

26. Section 551.087 Deliberation Regarding Economic Development Negotiations - Project Pearl

27. Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in John W Bradley, Daniel Bell, Edward Bond, James Conger, M.S. Crow, W.D. Richardson, M.J. Leech, Hancock C. Smith, and Ira Foster Surveys

Mayor Svien adjourned the Executive Session at 5:19 PM and reconvened the Regular meeting at 5:21 PM.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

27. Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in John W Bradley, Daniel Bell, Edward Bond, James Conger, M.S. Crow, W.D. Richardson, M.J. Leech, Hancock C. Smith, and Ira Foster Surveys

MOTION by LeAnn Durfey, second by Mark McClinton, to approve the City Manager to go into negotiations with the Cowboy Capital Pro Rodeo Association to enter into a lease agreement for a rodeo arena as discussed in Executive Session. MOTION CARRIED unanimously.

PRESENTATIONS AND RECOGNITIONS

Receive Update on Mount Olive Cemetery Project

The Mayor introduced Dr. Sherri Benn, Vice President, Division of Diversity, Equity, Inclusion & International Programs at Tarleton State University who gave a brief history of the Mount Olive Cemetery project. She introduced Dr. Debra Liles, Associate Professor, Department of History, Geography and GIS and W.K. Gordon Endowed Chair in Texas History. Dr. Liles explained her students' involvement in the project at the Mount Olive Cemetery. The team's research will be published, with proceeds donated to the Mount Olive Cemetery Association for continued upkeep. It was reported that 90 unmarked graves had been discovered and each would receive a donated burial plaque.

Mrs. Thetis Edwards from the Mt. Olive Cemetery Committee also spoke to the Council.

Mayor Svien announced that the City's Tourism and Visitors Bureau will be providing directional and entry signs for the cemetery. He expressed appreciation for all of the work being done to share the history and collect the stories of the people and their community represented in the cemetery.

CITIZENS GENERAL DISCUSSION

There were no citizens comments.

REGULAR AGENDA

2. Consider Approval of Resolution Denying Oncor Electric's Requested Rate Change

City Manager Jason King reported that the Council had passed a resolution in June, 2022 to suspend Oncor Electric's requested rate change and now it was recommended that the City Council pass a resolution to deny the requested rate change for Oncor Electric.

MOTION by Ricky Thurman, second by Gerald Cook to adopt Resolution No. 2022-R-19 denying the rate increase requested by Oncor Electric. MOTION CARRIED with a unanimous vote.

3. Consider Approval of Contract with Delisi Communications for Consulting Services

The City Manager reported that Delisi Communications was a lobbying firm, and although the City isn't looking to lobby the Texas Legislature, this firm would be instrumental in assisting the City with major projects, including funding because of their relationships in Austin.

Following discussion by the Mayor and City Council on this proposal, which is included in the current budget, it was agreed that this contract be forwarded to the Public Works Committee for their input on projects that should be spelled out specifically.

4. Consider Approval of Agreement Negotiated by Staff for a Reduction of Civil Penalties Contingent Upon the Removal of a Dangerous Structure at 1206 Cage Street

This item was pulled from the agenda.

5. Consider Approval of Financing Proposal for Landfill Compactor

Public Works Director Nick Williams gave a brief background on the need for a larger compactor for the City's landfill. A quote from Hold CAT in Cleburne, Texas had been received in the amount of \$1,189,831.07. Staff recommends approval of the financing proposal with Government Capital for a seven-year term at a 4.597% fixed rate as approved in the adopted FY22-23 budget.

MOTION by Mark McClinton, second by Gerald Cook, to approve the financing proposal with Government Capital for a seven-year term at a 4.597% fixed rate for a 836K CAT Landfill Compactor in the amount of \$1,189,831.07. MOTION CARRIED unanimously.

6. Consider Approval of Purchase of Budgeted Utility Vacuum Truck

The Public Works Director reported that the utility vacuum truck was a core piece of equipment and was used at least four days/week with one day of maintenance. Staff received a BuyBoard quote from Lonestar Municipal Equipment of Fort Worth, Texas for the purchase of a GapVax vacuum truck in the amount of \$535,555. The FY22-23 adopted budget includes \$550,000 for a new vacuum truck.

MOTION by Mark McClinton, second by LeAnn Durfey for the purchase of the budgeted utility vacuum truck from Lonestar Municipal Equipment of Fort Worth, Texas in the amount of \$535,555. MOTION CARRIED with a unanimous vote.

Council Member Cook left the meeting at 5:55 PM and was not in attendance for the voting on this and all following agenda items.

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

7. Case No.: RZ2022-020

Applicant Beau Mayo is requesting a rezone of property located at 125 Reta, Parcel R22409, being BLOCK 148; LOTS 18 & 21 (SUB 8) of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Retail and Commercial District (B-2) to Multifamily Residential District (R-3).

Development Services Director Steve Killen gave a brief background on this zoning change request. He reported that the Planning & Zoning Commission met on September 21, 2022 and unanimously

recommended the City Council approve the request. The rezone is requested for a future multi-family project.

Mayor Svien opened the Public Hearing at 5:57 PM. No one spoke on behalf of the request and the Mayor closed the Public Hearing at 5:57 PM.

8. Consider Approval of Ordinance Rezoning Property Located at 125 Reta, Parcel R22409, being Block 148, Lots 18 & 21 (SUB 8) of the City Addition to the City of Stephenville, Erath County, Texas from Retail and Commercial District (B-2) to Multifamily Residential District (R-3)

MOTION by Ricky Thurman, seconded by Mark McClinton to approve Ordinance No. 2022-O-30 rezoning property located at 125 Reta, Parcel R22409, being Block 148, Lots 18 & 21 (SUB 8) of the City Addition to the City of Stephenville, Erath County, Texas from Retail and Commercial District (B-2) to Multifamily Residential District (R-3). MOTION CARRIED with a unanimous vote.

9. PUBLIC HEARING

Case No.: PD2022-008

Applicant Caitlin King, representing Long Street Hotel, LLC, is requesting a rezone of property located at 221 E. College, Parcel R29244, being block BLOCK 15, LOT 1, 3(Pt OF), 4 & PT OF ALLEY of the CITY ADDITION to City of Stephenville, Erath County, Texas from Downtown District (DT) to Planned Development (PD).

Mr. Killen, Development Services Director, told the City Council that the Planning and Zoning Commission met on September 21, 2022 and voted unanimously to recommend the City Council approve the rezoning request and development plan.

The Mayor opened the Public Hearing at 6:02 PM. No one spoke on this request and Mayor Svien closed the Public Hearing at 6:02 PM.

10. Consider Approval of Ordinance Rezoning Property Located at 221 E College, Parcel R29244, being Block 15, Lot 1, 3 (Pt of), 4, & Pt of Alley of the City Addition to the City of Stephenville, Erath County, Texas from Downtown District (DT) to Planned Development (PD)

MOTION by Justin Haschke, seconded by LeAnn Durfey, to approve the development plan and adopt Ordinance No. 2022-O-31 rezoning property located at 221 E College, Parcel R29244, being Block 15, Lot 1, 3 (Pt of), 4, & Pt of Alley of the City Addition to the City of Stephenville, Erath County, Texas from Downtown District (DT) to Planned Development (PD). MOTION carried unanimously.

DEVELOPMENT SERVICES COMMITTEE

Gerald Cook, Chair

11. Development Services Committee Report

This report was pulled from the agenda.

FINANCE COMMITTEE

Justin Haschke, Chair

12. Finance Committee Report

Finance Chair Justin Haschke reported that the Finance Committee met on September 20, 2022 to consider FY 21-22 Budget Amendments and to review the annual audit engagement proposal provided by Brooks Watson & Co.

13. Consider Approval of Annual Audit Contract for Fiscal Year Ending September 30, 2022

MOTION by Justin Haschke, seconded by Mark McClinton to approve the annual audit contract with Brooks Watson & Co. for fiscal year ending September 30, 2022. MOTION carried with a unanimous vote.

14. Consider Adoption of Ordinance Approving Budget Adjustments for Fiscal Year Ending September 30, 2022

MOTION by Justin Haschke, seconded by Mark McClinton, to adopt Ordinance No. 2022-O-32 approving budget adjustments for fiscal year ending September 30, 2022. MOTION CARRIED with a unanimous vote.

FINANCIAL REPORTS

Monica Harris, Director of Finance

15. Monthly Budget Report for the period Ending August 31, 2022

Finance Director Monica Harris gave the following report:

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

Property Tax

We received \$9K in property taxes in the month of August, resulting in \$59K or .90% increase over funds collected last fiscal year to date. The amount collected is 98.74% of budget, which is \$76K less than anticipated.

Sales Tax

We received \$813K in sales tax in August, resulting in \$889K or 12.82% more than the funds collected last fiscal year to date. The amount collected is 106.77% of the \$7.3 million budgeted, which is 17.27% or \$1.26 million higher than anticipated.

Revenue (Budgetary comparison)

The target budget for operating revenue is \$27 million. We received \$31.5 million in operating revenue fiscal year to date, resulting in \$4.5 million over the target budget due to sales taxes, franchise tax, hotel occupancy tax, sports venue tax, service charges, insurance proceeds, sale of assets, and donations.

Expenditures (Budgetary comparison)

The target budget for operating expenditures is \$20.3 million. We expended \$19.9 million in operating expenditures fiscal year to date, resulting in \$375K under the target budget.

Revenue (Prior year comparison)

Operating revenue received last year was \$27.1 million as compared to the current year's \$31.5 million, resulting in a \$4.4 million increase due to property tax, sales taxes, mixed drinks tax, franchise taxes, hotel occupancy taxes, sports venue taxes, service charges, building permits, interest, insurance proceeds, sale of assets, and donations.

Expenditures (Prior year comparison)

Operating expenditures last year were \$18 million as compared to the current year's \$19.9 million, resulting in a \$1.9 million increase due to personnel, outside professional services, utilities, fuel, and maintenance.

She reported that current infrastructure projects totaled over \$63 million.

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

There was no report from SEDA.

CONSENT AGENDA

16. Consider Approval of Minutes - September 6, 2022 City Council Work Session
17. Consider Approval of Minutes - September 6, 2022 Regular City Council Meeting
18. Consider Approval of Minutes - September 20, 2022 Special City Council Meeting
19. Consider Approval of Minutes - September 27, 2022 Special City Council Meeting
20. Consider Approval of Minutes - October 3, 2022 Special City Council Meeting
21. Consider Extending the Professional Service Agreement with Hardin & Associates Consulting to Conduct Customer Service Inspections (CSI) as Required by the State of Texas
22. Consider Award of On-Call Construction Items Contract
23. Consider Approval of Tyler Content Manager and Employee Onboarding (Cloud Service)
24. Consider Approval of Purchase of Tyler Time and Attendance (Cloud Service)
25. Consider Approval of Purchase of Tyler ERP Pro 10 and Municipal Justice (Incode 10 and Incode Court) Cloud Software

MOTION by Mark McClinton, seconded by Bob Newby, to approve the Consent Agenda items. MOTION CARRIED unanimously.

COMMENTS BY CITY MANAGER

City Manager Jason King thanked Main Street Director Julie Smith and the Main Street Advisory Board for all of their work on the successful visit by the First Lady of Texas, Cecilia Abbott.

COMMENTS BY COUNCIL MEMBERS

Justin Haschke thanked LeAnn Durfey, Mayor Svien, and City Manager Jason King for their work on the lease for the new Cowboy Capital Pro Rodeo Arena.

Bob Newby also expressed appreciation for the work on the lease for the new arena.

Ricky Thurman thanked Main Street Director Julie Smith for the First Lady of Texas' visit. He welcomed newly hired City Secretary Sarah Lockenour and thanked Interim City Secretary Terri Johnson for her assistance these past few months.

Mark McClinton expressed his pleasure with the new arena and the future Wyatt.

ADJOURN

Ricky Thurman, Mayor Pro Tem

ATTEST:

Sarah Lockenour, City Secretary



SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, October 18, 2022 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, October 18, 2022 at 5:30 PM in the City Hall Council Chambers, 298 West Washington Street, Stephenville Texas, 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
Mayor Pro Tem Ricky Thurman
Council Member LeAnn Durfey
Council Member Bob Newby
Council Member David Basket
Council Member Gerald Cook
Council Member Mark McClinton

COUNCIL ABSENT: Council Member Justin Haschke

OTHERS ATTENDING: Jason King, City Manager
Randy Thomas, City Attorney
Sarah Lockenour, City Secretary

CALL TO ORDER

The Mayor called the meeting to order at 7:16 PM.

REGULAR AGENDA

1. Consider Award of Long Street Reconstruction Project

Public Works Director Nick Williams presented this item at tonight's Council Committee meeting. There was only one bid received from Jay Mills Contracting, Inc. The project includes reconstruction of Long Street from Alexander Road to Graham Avenue. Mr. Williams recommended that the contract be awarded for the full Base Bid amount of \$5,168,343.94 plus the addition of Alternate B for sidewalks in the amount of \$796,080.00, for a total of \$5,964,423.94. The Committee voted unanimously to recommend that the City Council approve the award of bid.

MOTION by Ricky Thurman, second by Mark McClinton, to accept the award of the Long Street Reconstruction Project to Jay Mills Construction as presented by Nick Williams. MOTION CARRIED by the following roll-call vote:

AYES: Mayor Svien, Ricky Turman, LeAnn Durfey, Bob Newby, David Basket, Gerald Cook, Mark McClinton

NOES: None

2. Consider Award of Eastside Sewer - Phase I Project

Public Works Director Nick Williams presented this item at tonight's Council Committee meeting. The project includes the installation of approximately three miles of gravity sanitary sewer pipe ranging in size from 4-inch to 48-inch diameter using various installation methods including open-cut trenching, boring, and tunneling. The project will span from the Stephenville Wastewater Treatment Plant northwards to Collins Street along the east side of the Bosque River. Eight bids were received with the lowest bid received being from MH Civil Constructors, Inc. of Amarillo Texas in the amount of \$22,517,000.00. Committee member Ricky Thurman recommended the bid be awarded as is. The Committee voted unanimously to move the proposal to City Council.

MOTION by Mark McClinton, second by David Basket and LeAnne Durfey, to accept the award of the Eastside Sewer Interceptor – Phase I Project to MH Civil Constructors, Inc. as presented by Nick Williams but contingent on the approval by the Texas Water Development Board. MOTION CARRIED by the following roll-call vote:

AYES: Mayor Svien, Ricky Turman, LeAnn Durfey, Bob Newby, David Basket, Gerald Cook, Mark McClinton

NOES: None

3. Consider Approval of Contract with Delisi Communications for Consulting Services

This item was also considered at the Council Committee Meeting held on this date and was forwarded to the Special Meeting with a unanimous recommendation from the Public Works Committee to proceed with the contract with revisions relating to quarterly reports and the list of specific projects.

MOTION by Mark McClinton, second by Gerald Cook and LeAnn Durfey, to approve the contract with Delisi Communications for Consulting Services pending Delisi's approval of City's pending revisions. MOTION CARRIED by the following roll-call vote:

AYES: Mayor Svien, Ricky Turman, LeAnn Durfey, Bob Newby, David Basket, Gerald Cook, Mark McClinton

NOES: None

Mayor Svien recessed the open Special City Council Meeting at 7:18 PM and entered into Executive Session at 7:23 PM.

EXECUTIVE SESSION

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

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

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

Mayor Svien adjourned the Executive Session at 8:03 PM and reconvened the Special City Council meeting at 8:05 PM.

ADJOURN

With no further business at hand, the Mayor adjourned the meeting at 8:05 PM.

Ricky Thurman, Mayor Pro Tem

ATTEST:

Sarah Lockenour, City Secretary



STAFF REPORT

SUBJECT: Approval of online and voice response transaction fees for utility billing and court with Tyler Technologies

DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

RECOMMENDATION:

Staff recommends approval of the estimated expenditure of \$47,250 for annual Tyler Technologies online and automated voice response transaction fees for Utility Billing (\$45,750) and Municipal Court (\$1,500).

BACKGROUND:

Tyler Technologies charges \$1.25 for each utility payment and \$2.50 for each court payment processed through the online portal or the automated voice response system. There were 31,189 utility payments and 219 court payments processed through the online portal, as well as 457 utility payments processed through the automated voice response system last fiscal year. Tyler also charges \$3.50 per each driving safety request processed through the court online portal, of which there were 75 last fiscal year.

FISCAL IMPACT SUMMARY:

The budget includes \$171,467 for these transaction fees and the credit card merchant fees.

ALTERNATIVES

Not approve the budgeted expenditure, which would prevent the acceptance of online and automated voice response payments.