



REGULAR CITY COUNCIL MEETING

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

AGENDA

CALL TO ORDER

PLEDGES OF ALLEGIANCE

INVOCATION

CITIZENS GENERAL DISCUSSION

REGULAR AGENDA

1. Consider Approval of a Request for a Variance from the City of Stephenville Code of Ordinances, Section 130.16 *Sale of Alcoholic Beverages* for The Shack, located at 309 W. Washington, being Block 22, Lot 3 of the City Addition to the City of Stephenville, Texas and identified as Parcel No. R29274 by the Erath County Appraisal District
2. Consider Approval of the Order of Election for the May 7, 2022 General Election

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

3. PUBLIC HEARING

Case No.: AS2022-001

Abandonment of an 8-foot Alleyway Located in Block 8 of City Addition of the City of Stephenville, Texas

4. Consider Approval of an Ordinance Abandoning an 8-foot Alleyway Located in Block 8 of the City of Stephenville and Authorizing the Sale of Same

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, Chair

5. Committee Report - January 18, 2022
6. Consider Approval of a Sponsorship for the 55th Annual TSU Stampede Rodeo
7. Consider Approval of a Contract with Charlie Diggs for the Production of Moo-La Fest

NOMINATIONS COMMITTEE

Gerald Cook, Chair

8. Committee Report - January 18, 2022

FINANCE COMMITTEE

Justin Haschke, Chair

9. Committee Report - January 18, 2022
10. Consider Approval of a Resolution Authorizing a Financing Agreement for Self-Contained Breathing Apparatus (SCBA) and Cardiac Monitor Replacement

11. Consider Approval of a Modification to the Salary Range for the Main Street Manager

[12.](#) Consider Acceptance of Proposal for Depository Services

13. PUBLIC HEARING

The City Council of the City of Stephenville is Soliciting Input for an Over 65 Tax Freeze and Disabled Person Tax Freeze

[14.](#) Consider Approval of Resolution Directing that Notice of Intent to Issue Certificates of Obligation be Posted to the City Website and Published in a Newspaper Circulated within the City and Approving All Other Matters Pertaining Thereto

FINANCIAL REPORTS

Monica Harris, Director of Finance

[15.](#) Monthly Budget Report and Quarterly Investment Report for the Period Ending December 31, 2021

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

CONSENT AGENDA

[16.](#) Approve Minutes - January 4, 2022 Regular City Council Meeting

[17.](#) Approve Minutes - January 13, 2022 Work Session

[18.](#) Approve Minutes - January 18, 2022 Special City Council Meeting

[19.](#) Approve a Radio System Maintenance Service Agreement for the L3 Harris Public Safety Radio System

[20.](#) Approve a Contract for Implementation Services with Trott Communications Related to the L3 Harris Public Safety Radio System

[21.](#) Approve the Expenditure of Allocated Funds for a Back-Up Landfill Dozer

[22.](#) Approve Interlocal Cooperation Agreement with Tarleton State University Police Department for Parking Enforcement

[23.](#) Approve Interlocal Agreement with Tarleton State University Police Department for Law Enforcement Dispatching Services

[24.](#) Approve a Cooperative Bid Purchasing Agreement with Savvik Buying Group

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

25. Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: tracts of real property located in the Park Place and Groesbeck & McClelland Additions to the City of Stephenville

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

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

ADJOURN

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

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



STAFF REPORT

SUBJECT: Request for a Variance from the City of Stephenville Code of Ordinances, Section 130.16 Sale of Alcoholic Beverages for The Shack, located at 309 W. Washington

DEPARTMENT: Administration

STAFF CONTACT: Staci L. King, City Secretary

BACKGROUND:

On January 11, 2022, the City Secretary's Office was contacted in reference to alcohol sales at The Shack, located at 309 W. Washington. Chapter 130.16 of the City of Stephenville Code of Ordinances prohibits the sale of alcohol within 300 feet of a school, hospital, or church. It further states that "The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections." The GIS Manager prepared a map measuring the distance from The Shack to the First United Methodist Church using the parameters of the ordinance; The Shack was found to be 290 feet from the First United Methodist Church.

Section 16.4 of the Ordinance allows for the City Council to grant a variance to the distance requirements "if it determines that the enforcement of the regulations in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or, for any other reason the City Council determines, after consideration of the health, safety, and welfare of the public and the equities of the situation, that the variance is in the best interest of the community."

Luke Sims and Craig Allen, owners, have requested that the Council consider granting a variance in accordance with Chapter 130.16(4) to allow for the sale of alcohol.

From: [Luke Sims](#)
To: [Staci L. King](#)
Cc: [Craig Allen](#)
Subject: Variance for alcohol permit
Date: Wednesday, January 26, 2022 3:45:28 PM

Good afternoon Staci,

"The Shack" in Stephenville, Tx located at 309 W. Washington, St Stephenville, Tx is writing to the city to request a variance for an alcohol permit. We have spoken about this issue to get an official footage and it seems that The Shack falls 10' short of the required 300'. We are looking for a variance in accordance with Section 130.16 (c)(4). If possible, we'd like for this variance request to be submitted to City Council of Stephenville and be taken for consideration.

Please let us know if anything else needs to be submitted or requested. We appreciate your help and look forward to the vote.

Thanks,

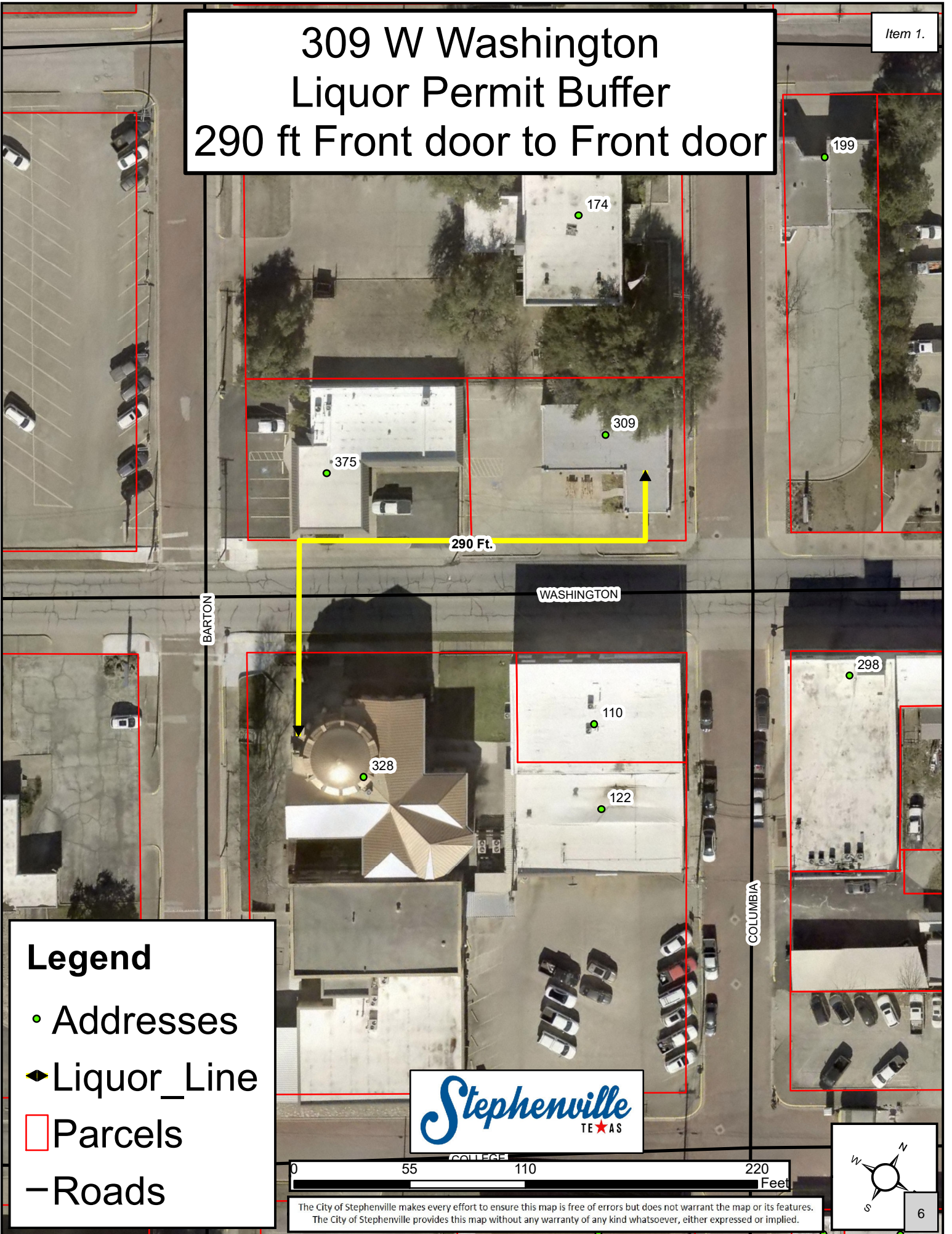


Luke Sims | Insurance Agent

936 S. US HWY 281 | Stephenville, TX 76401
P. 254.330.0012 **F.** 254.968.0423 **E.** luke@shadetreeins.com

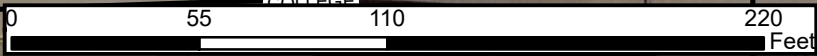
309 W Washington Liquor Permit Buffer 290 ft Front door to Front door

Item 1.

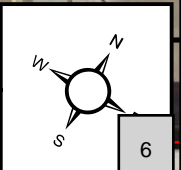


Legend

- Addresses
- ◄ Liquor_Line
- ▭ Parcels
- Roads



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Sec. 130.16. Sale of alcoholic beverages.

- (A) *Definitions.* For the purposes of this chapter, all definitions of words, terms and phrases as set forth in V.T.C.A. Alcoholic Beverage Code §§ 1.01 et seq. are hereby adopted and made a part of this chapter.
- (B) *Required; fee.* No person within the city shall manufacture, sell, distribute or store any alcoholic beverage or engage in any other activity in relation thereto, for which a permit or license is required by the state alcoholic beverage code, without first obtaining a license to do so from the city. The fee for such license or permit shall be an amount equal to one-half the permit or license fee charged by the state under the state alcoholic beverage code.
- (C) *Location of alcoholic beverage establishments.*
- (1) It shall be unlawful for any person who is engaged in the business of selling alcoholic beverages to sell alcoholic beverages where the place of business is within 300 feet of any church, public or private school, or public hospital.
 - (2) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - (a) In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - (b) If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
 - (3) It shall be unlawful for any person who is engaged in the business of selling alcoholic beverages to sell alcoholic beverages in any residential area zoned as R-1, R-1.5, R-2, R-3, RE, or RHA.
 - (4) The City Council may allow a variance to the distance regulations provided in divisions (C)(1) and (C)(2) of this section if it determines that the enforcement of the regulations in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or, for any other reason the City Council determines, after consideration of the health, safety, and welfare of the public and the equities of the situation, that the variance is in the best interest of the community.

(Ord. 2008-27, passed 12-2-2008)

ORDER OF GENERAL ELECTION FOR THE CITY OF STEPHENVILLE, TEXAS

An election is hereby ordered to be held on Saturday, May 7, 2022, for the purpose of electing the following:

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

Early voting by personal appearance will be conducted each weekday at:

Main Early Voting Location

Erath County Courthouse
 100 W. Washington
 Stephenville, TX 76401

Branch Early Voting Location

Patrick Street Church of Christ
 630 N. Patrick St.
 Dublin, TX 76446

Early Voting Hours

Monday, April 25, 2022 through Friday, April 29, 2022 from 8:00 a.m. until 5:00 p.m.

Extended Hours only at the Main Voting Location

Monday, May 2, 2022 and Tuesday, April 3, 2022 from 7:00 a.m until 7 p.m.

Applications for ballot by mail shall be mailed to:

Gwinda Jones, County Election Officer
 100 W. Washington
 Stephenville, Texas 76401
 (254) 965-1482
vote@co.erath.tx.us
www.co.erath.tx.us/184/Elections

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on **Tuesday, April 26, 2022.**

Federal Post Card Applications (FPCAs) must be received no later than the close of business on **Monday, April 18, 2022.**

Ordered this 1st day of February, 2022, by the City Council of the City of Stephenville, Texas.

 Doug Svien, Mayor

ATTEST:

 Staci L. King, City Secretary

STAFF REPORT



SUBJECT: Case No.: AS2022-001
Abandonment of Alley in the City Addition

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen

RECOMMENDATION:

The Planning and Zoning Commission convened on January 19, 2022 and by a vote of 5:1, recommended the City Council abandon the eight-foot alley between the 200 blks. of College and McNeil streets.

BACKGROUND:

The City owns an eight-foot alley way that offers no real use for city operations. However, the adjacent businesses could possibly benefit from its acquisition.

Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative. Council initiated such action at the regular business meeting on January 4, 2022. A subsequent public hearing by the Planning and Zoning Commission was held January 19, 2022.

ARTICLE IV. - CLOSING STREETS AND ALLEYS

Sec. 95.50. - Reference to transportation code.

Provisions for the closing of streets and alleys are granted by the V.T.C.A. Transp. Code § 311.07. The procedures and regulations set out herein are consistent with the requirements of the Code and set out regulations to be followed in the closing of streets and alleys.

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

Sec. 95.51. - Public hearing generally.

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

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

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

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

DEPARTMENTAL COMMENTS:**Public Works Department**

A sewer clean-out in the alley must remain accessible.

Development Services

No objections.

Police Department

No Objections.

Fire Department

No Objections.

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

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

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

ADVANTAGES:

An advantage to closing the alley would allow adjacent businesses to utilize the alley for business purposes.

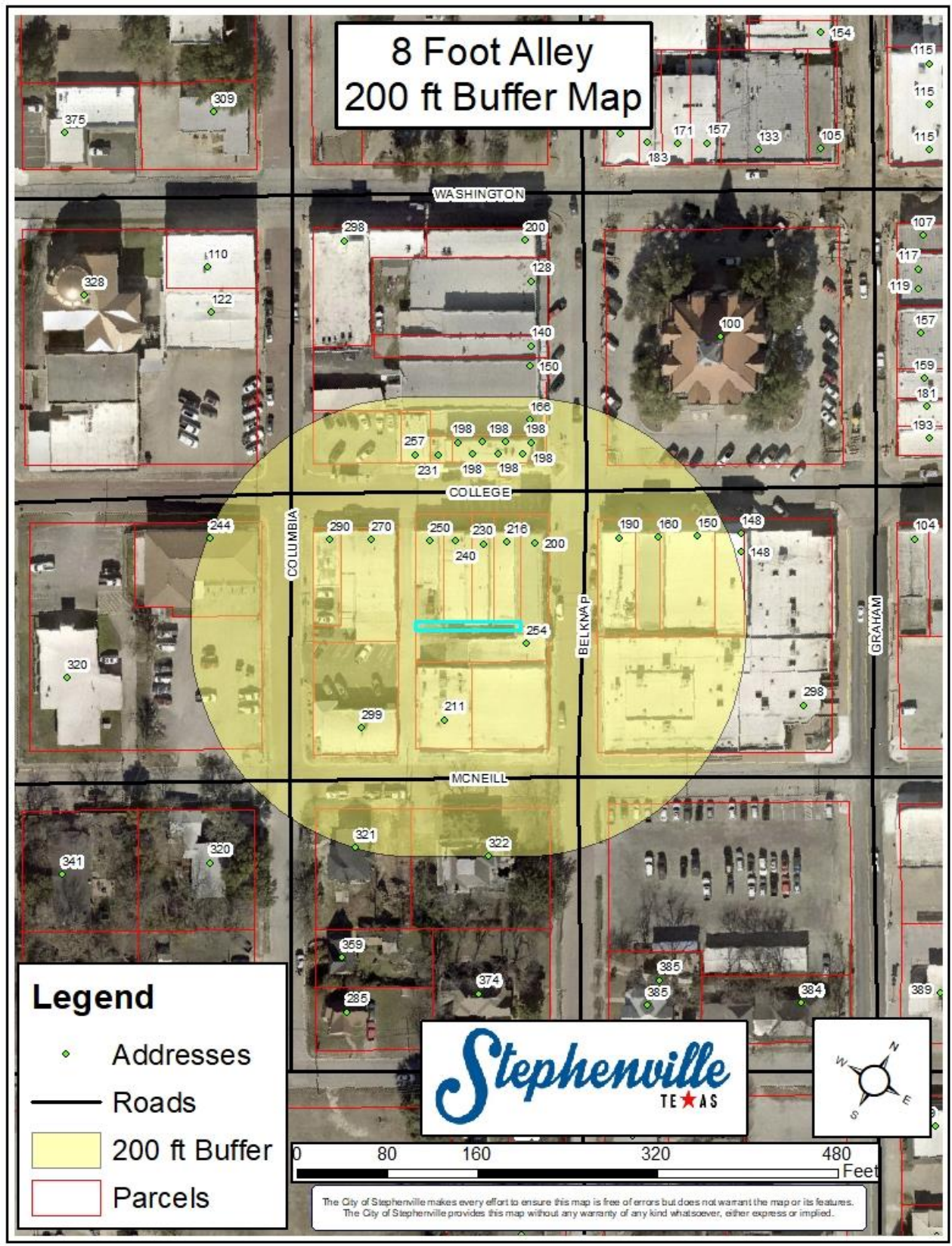
DISADVANTAGES:

No disadvantages have been identified at this time.

ALTERNATIVES

- 1) Recommend the City Council abandon the alley as initiated.
- 2) Recommend the City Council terminate the initiated action and not abandon.

Exhibit – Eight-foot alley between College and McNeil streets.



ORDINANCE NO. 2022-O-__

AN ORDINANCE ABANDONING AN EIGHT-FOOT-WIDE ALLEYWAY LOCATED IN BLOCK 8 OF THE CITY ADDITION OF THE CITY OF STEPHENVILLE, ALONG WITH A MAP SHOWING THE LOCATION OF THE ALLEYWAY TO BE ABANDONED.

WHEREAS, on January 7, 2022, the Stephenville City Council passed Resolution No. 2021-R-24 initiating the abandonment of an eight-foot-wide alleyway located in Block 8 of the City Addition of the City of Stephenville; and

WHEREAS, on January 19, 2022, the Stephenville Planning and Zoning Commission voted to make a positive recommendation to the Stephenville City Council.

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

1. That an eight-foot-wide alleyway in Block 8 of the City Addition, as depicted in Exhibit "A", which is attached to this order and made a part hereof, is hereby abandoned as a public alleyway.
2. Staff is hereby authorized to execute the sale of said alleyway in accordance with local and state law.

PASSED AND APPROVED on the 1st day of February, 2022

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

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

8' x 94' Allyway
To be abandoned
City Addition, Block 8

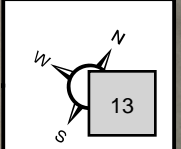
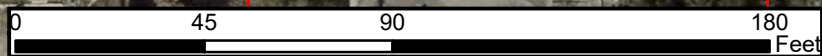
Item 4.



Legend

• Addresses

□ Parcels



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COMMITTEE REPORT

REPORT TYPE: STVB Committee Report

MEETING: Tourism Committee

Present: LeAnn Durfey, Chair; Brandon Huckabee, Alan Nix, Brady Pendleton

Absent: None

DEPARTMENT: Tourism

STAFF CONTACT: Julie Smith

55th Annual TSU Stampede

The sponsorship for the 55th Annual TSU Stampede Rodeo was discussed in the amount of \$7,500. Brady Pendleton asked that we verify hotel stays for this multi-day event. Brandon Huckabee made the motion to recommend the \$7,500 sponsorship to full council. Alan Nix seconded the motion.

Moo-La Fest

The title sponsorship for the Moo-La Fest was discussed in the amount of \$20,000 with Charlie Diggs taking over the multi-day festival. LeAnn Durfey expressed concern for affordable ticket prices for the event, Brady Pendleton believes the momentum for the event continues and hopes the expectations for the event are exceeded under Diggs' leadership. Brady Pendleton made the motion to recommend a sponsorship in the amount of \$20,000 to full council, Brandon Huckabee seconded the motion.



CITY OF STEPHENVILLE
HOTEL OCCUPANCY TAX (H.O.T) APPLICATION
(HOTEL MOTEL FUNDS GRANT APPLICATION)

CITY OF STEPHENVILLE
GUIDELINES UNDER TEXAS LAW FOR
USE OF HOTEL OCCUPANCY TAX REVENUE

State Law: By law of the State of Texas, the City of Stephenville collects a Hotel Occupancy Tax (HOT) from hotels, motels, inns, and bed-and-breakfast establishments. Chapter 351 of the Tax Code states that HOT funds may be used only if both parts of the following two-part test are met. Part One (1) requires that usage of HOT Funds must directly enhance and promote tourism and the convention, and hotel industry, and Part Two (2) limits the use of HOT Funds to the following:

1. **Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of TVB center facilities or visitor information centers, or both;
2. **Registration of tourism and visitor's bureau delegates:** the furnishing of facilities, personnel, and materials for the registration of TVB delegates or registrants;
3. **Advertising, and conducting solicitations and promotional programs to attract tourists and visitor's delegates:** advertising and conducting solicitations and promotional programs to attract tourists and visitor's delegates or registrants to the municipality or its vicinity;
4. **Promotion of the arts:** the encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. **Historical restoration and preservation projects or activities:** historical restoration and preservation objects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and visitor's delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of Tourism and Visitor's Bureau facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and visitor delegates;
6. **Sporting event expenses related to sporting events which substantially increase economic activity at hotels:** for a municipality located in a county with a population of 290,000 or less, expenses, including promotion expenses, directly related to a sporting

event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

7. **Signage:** Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.
8. **Transportation systems for tourists:** Funding the costs for transporting tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

City of Stephenville Process: The City of Stephenville accepts applications from groups who request HOT Funds for events/activities/facilities, which fit into one or more of the above listed categories. All decisions of the City Council are final.

City of Stephenville Policy:

1. The purpose of HOT funding is to assist and support qualified events/activities/facilities, not to be the major patron or the majority funds provider (50% or more) for the event/activity/facility budget.
2. Priority will be given to those events and entities based upon documented ability to directly promote tourism and the hotel and convention industry in Stephenville by “demonstrating a proven record of increased hotel or tourism and visitor’s activity.” Such activity may result from hotel or tourism and visitor’s guests that are already in town and choose to attend the funded event or facility, or it may result from individuals coming from another city or county to stay in an area lodging to attend the funded event or facility. Applicants should document the potential to generate increased hotel or tourism and visitor’s activity by:
 - a. Providing historical information on the number of rooms nights used during previous years of the same event/activity/facility;
 - b. Providing current information on the size of room blocks reserved at area hotels to accommodate anticipated overnight guests attending the funded event/activity/facility.
 - c. Providing historical information on the number of guests at hotels or other lodging facilities that attended the funded event/activity/facility; and/or
 - d. Providing examples of marketing or programs and activities likely to generate or encourage overnight visitors to local lodging properties.

3. All applicants are encouraged to utilize local businesses for food, supplies, materials, printing, and the like. A minimum of 8% of the HOT Funds shall be spent with local businesses.
4. A portion of the revenues from any event/activity/facility receiving HOT Funds should be channeled back into the future costs of operating that same event/activity/facility or the continued operation of such.
5. It is critical that the Application/Request for funding be filled out completely and accurately. Under the application section "Fund Usage," it is responsibility of the applicant to specifically explain how the funds will be used only in eligible ways.
6. If applying under the Advertising category, please note the local requirement that advertising must be accomplished in advance of the event/activity/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards.
7. As a general rule, all funding requests should be for fifty percent (50%) or less of Applicant's total projected revenue from the event/activity/facility.
8. Applicants are on notice that while the City of Stephenville makes decisions based on estimated budgets and projections, documentation of how granted funds were spent must be actual costs supported by proofs of payment. Any monies not used or not used lawfully, must be returned or repaid to the City within sixty (60) days of the event, along with the completed Post-Funding Analysis.
9. The final accounting of funds must mirror the items outlined in the Applicant's original application, in its fund expenditure outline, and in its request letter.
10. City of Stephenville guidelines were duly adopted by City Council on _____ day of _____, 20____.

FUNDING CONSIDERATION CHECKLIST**Name of****Event/Activity/Facility:** _____

Does your event/activity/facility pass Part One (1) of the statutory test, defined specifically as directly enhancing and promoting tourism and the convention, and hotel industry in Stephenville? YES NO

Does your event/activity/facility pass Part Two (2) of the statutory test, defined specifically as fitting into one of more of the following categories:

- Convention center facilities or visitor information centers
- Facilities, personnel and materials for registration of the Tourism and Visitor's Bureau delegates
- Advertising, and conducting solicitations and promotional programs to attract tourist and visitor's
- Promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording
- Historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums in the area
- Signage directing tourist to sights and attractions that are visited frequently by hotel guests in the municipality
- Funding the costs for transporting tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city
- Sporting event expenses, including promotion expenses, related to sporting events at which the majority of participants are tourists who substantially increase economic activity at hotels in the area
- Is your application filled out thoroughly and completely, and are all required pages attached?
- Is your request for funding in accordance with the maximum funding guidelines?
- If applicable, have you submitted the Post-Funding Analysis and proofs of payment for last year's event/activity/facility?
- If applicable, have you returned or repaid the City for any previous funds not used or not used lawfully?
- Have you documented how you will accurately track out-of-town guests, showing that your event will attract tourists that will directly support the Tourism and Visitor's Bureau and the Hotel industry in the area?
- Is your request for fifty percent (50%) or less of your total projected revenue from the event/activity/facility?
- If you are applying under the Advertising category, is your request for one hundred percent (100%) or less of your total projected advertising expenditures?
- If you are applying under the Advertising category, have you met the local requirement that advertising must be accomplished in advance of the event/activity/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards?
- Will all advertising indicate that the City of Stephenville is a direct sponsor of the event?

APPLICATION

Organization Information

Date: April 28-30, 2022 event: Today Je

Tarleton State University Rodeo

Name of Organization

Box T 0640

Address:

Stephenville TX 76402

City, State, Zip:

Mark Eakin

Contact Name:

254-485-8885

Contact Phone Number:

LoneStar Arena Stephenville TX

Website Address for Event/Activity/Facility:

Is your organization: Non-Profit Private for Profit

Tax ID#: _____

Organization's Creation Date: 1965

Purpose for your organization:

Tarleton Rodeo hosts one of the ten NIRA Southwest Region rodeos yearly. This will be the 55th Stampede. This event has won rodeo of the year eight out of the last eleven years.

Event/Activity/Facility Information

55th Annual Tarleton Stampede

Name of Event/Activity/Facility:

April 28-30, 2022

Date of Even/Activity:

Lone Star Arena Stepheville TX

Primary Location of Event/Activity/Facility:

\$20,000

Amount of HOT Funding Requested:

Fund Usage: How will the funds be used?

The funding will be used for the facility rental for the three day event. It will also be used for adve
marketing of the stampede, along with helping to off set the cost of livestock for the event. This w
the key necessity items to host this great event.

Primary purpose if funded Event/Activity/Facility:

To host the 55th annual Tarleton Stampede

Check that statutory categories apply to funding request and amount requested under each category:

Convention center facilities or visitor information centers: the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both; _____

Registration of Tourism and Visitor’s Bureau delegates: the furnishing of facilities, personnel, and materials for the registration of tourism and visitor’s bureau delegates or registrants; _____

Advertising, and conducting solicitations and promotional programs to attract tourists and visitor delegates: advertising and conducting solicitations and promotional programs to attract tourists and visitor’s delegates or registrants to the municipality or its vicinity; _____

Promotion of the arts: the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape, and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; _____

Historical restoration and preservation projects or activities: historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and visitor’s delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of the Tourism and Visitor’s Bureau center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and visitors delegates; _____

Sporting event expenses related to sporting event which substantially increase economic activity at hotels: for a municipality located in a county with a population of 290,000 or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity. _____

Signage: Signage directing tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

Transportation system for tourists: Funding the costs for transporting tourist from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

(Answer the following three (3) questions only if sporting event-related)

If sporting even-related: How many individuals are expected to participate?

If sporting event-related: How many of the participants are expected to be from another city or county?

If sporting event-related: Quantify how the funded event/activity/facilities will substantially increase economic activity at hotel and motels within the City or its vicinity?

Student athletes from 17 colleges and Universities across the Southwest Region will come to cor
It is the largest region in the entire nation with over 700 contestants now. Our team is the largest
147 card holders. Coaching staff, contestants, and family will be staying for the duration of this la
SW Region awards will be after our rodeo as well. Most will stay an additional night for the award
Sunday Jackpots. We will also have a goat tying at our new arena on Sunday.

Questions for all Funding Requests

How many years have you held this event/activity?

54 years

Expected attendance:

2500 nightly

How many people attending the event/activity/facility will use Stephenville hotels, motels, inn s or bed-and-breakfast establishments?

300+ rooms

How many nights will they stay?

3-4 nights

Do you reserve a room block for this event/activity/facility at an area hotel and if so, for how many rooms and at which hotels?

Ten rooms for the duration of four days will be booked by us for all our judges, stock contractors, We also send coaches from other schools our hotel list for them to choose from.

Please list other years (over the last three years) that you have hosted your event/activity/facility, and list the amount of assistance given from HOT funding and the number of hotel rooms used:

Motel/Year Held	Assistance Amount	Number of Hotel Rooms Used
2018	\$7,500	300+
2019	\$7,500	300+
2021	\$7,500	300+

How will you measure the impact of your event/activity/facility on area hotel activity?

During the week of our event coaches, contestants, family, and spectators all need lodging. In the hard to get a room if not booked way in advance.

Please list all other organizations, government entities and grants that have offered financial support to your event/activity/facility, and respective amounts:

N/A

Please check all promotion efforts your organization is coordinating, and list the financial amounts committed to each media outlet:

- Paid Advertising
 Newspaper
 Radio
 TV
 Social Media
 Press Releases
 Direct mailing to out-of-town recipients
 Other

What specific geographic areas do your advertising materials and promotions reach?

Texas, Oklahoma, New Mexico We also have over 30 states represented on our team that will home towns.

What number of individuals located in another city or county will your proposed marketing reach?

500,000

The above application for HOT funds received for the City of Stephenville, and the explanation of how such funds will be utilized, is true and accurate.



Authorized Signature

1/7/2022

Date Signed

This Pre-Fund Analysis must be completely and accurately filled out and returned to the City of Stephenville, Attn: Tourism Coordinator, 298 W. Washington St. Stephenville, Texas 76401, no later than **sixty (60) days** before the event/activity/facility. If the total amount of the HOT funds were not used or were not lawfully used, then those funds must be returned or repaid to the City of Stephenville with the Post-Funding Analysis. Questions may be directed to the Tourism Coordinator at (254) 918-1212 or email tourism@stephenvilletx.gov.



COMMITTEE REPORT

REPORT TYPE: Nominations Committee Report

MEETING: January 18, 2022

Present: Gerald Cook, Chair; LeAnn Durfey, Alan Nix, Justin Haschke (via Zoom)

Absent:

DEPARTMENT: Administration

STAFF CONTACT: Staci L. King, City Secretary

REPORT FROM THE MAIN STREET ADVISORY BOARD

Rita Cook, MSAB member, gave the committee a list of recommendations to improve the downtown area. No action taken.

DISCUSS ADVISORY BOARDS

The committee discussed the possibility of consolidating the Senior Center, Library, and Parks/Recreation Advisory Boards into a single board. No action was taken.



COMMITTEE REPORT

REPORT TYPE: Finance Committee Report

MEETING: January 18, 2022

Present: Justin Haschke, chair, Brandon Huckabee, Brady Pendleton, Ricky Thurman

Absent: None

DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

Discuss Splashville Repairs:

This item was discussed during the Special Council Meeting on January 18, 2022. Critical repairs of \$255,770.38 are needed for Splashville for plastering and tile, the spray pad, the lazy river pump pipe, and UV housing cleaning. Council approved the expenditure of the funds.

Discuss Replacement of Fire Department Self-Contained Breathing Apparatus (SCBA):

Staff presented the replacement of the Fire Department Self-Contained Breathing Apparatus (SCBA) in the amount of \$379,492 financed for 10 years with annual payments of \$43,879.26. It was proposed that we could take advantage of interest savings if we paired this financing with an upcoming purchase and finance of 3 cardiac monitors in the amount of \$105,000 financed for 7 years. This paired financing would have payments of approximately \$60,471 for years 1 through 7 and 43,880 for years 8 through 10.

Councilman Thurman made the motion to forward to Council to approve the joint financing for both as presented. The motion was seconded by Councilman Huckabee and passed by a unanimous vote.

Discuss Main Street Manager Position:

Mr. Barnes discussed updating the Main Street Manager position compensation to \$55,000 with a total cost with benefits of \$72,128 in order to obtain an experienced candidate. The fiscal impact to the budget would be 23,731.

After discussion, the Finance Committee recommended setting the salary range from \$47,000 to \$55,000 and passed by a unanimous vote to forward to Council for approval.

Discuss Requests for Proposal for Depository Services:

Councilman Haschke presented the staff recommendation to award the depository services contract to First Financial Bank.

After discussion, Councilman Thurman made the motion to approve the acceptance of the request for proposal for depository services to First Financial Bank. Councilman Pendleton seconded the motion, and the motion passed by unanimous vote to forward to Council for approval.

Over 65 Tax Freeze:

Councilman Haschke presented the staff recommendation to forward the ordinance for the Over 65 Tax Freeze to Council for approval. Ricky Thurman presented the information provided to him by the Erath County Appraisal District of 990 parcels having an assessed value of \$177,107,040 that would qualify.

Jennifer Carey, the Tax Assessor, clarified that the tax is frozen not the assessed value. As the assessed value increases, the tax would stay the same, so the foregone revenue is the difference in what the new tax would be and the 2022 taxes. She also stated that the City has the option to freeze over 65 and freeze disabled persons as well.

Mr. Nix questioned the impact on current exemptions. Ms. Carey stated that the City currently has a \$15,000 over 65 exemption and a \$10,000 disabled person exemption on home sites. These exemptions would remain unless the City opted to change them.

It was also clarified that if any taxable improvements were made to the property, the tax would increase by the current tax on the improvements.

The estimated foregone revenue for the first year in 2023 is about \$60,000.

Councilman Huckabee made the motion that the City move forward with a tax freeze Over 65 and Disabled Person tax freeze. Councilman Thurman seconded the motion, and the motion passed by unanimous vote.

Discuss the Issuance of Certificates of Obligation:

Councilman Haschke presented staff's recommendation to issue \$20 million in certificates of obligation for water system, sewer system, and related infrastructure, as well as park improvements. The \$1,535,506 average annual debt service will be repaid \$1,395,792 from water and sewer system net revenues and \$139,714 from sports venue taxes.

It was explained that Refunding the 2013 GO Bonds could not be accomplished by issuing Certificates of Obligation, but refunding bonds could be issued at the same time as the Certificates of Obligation, allowing for bond issuance cost savings and saving approximately \$460,259 in interest over the remaining life of the bonds.

After discussion, the Finance Committee approved by unanimous vote to recommend the issuance of Certificates of Obligation and simultaneous issuance of refunding bonds to Council for approval.



COMMITTEE REPORT

REPORT TYPE: Self-Contained Breathing Apparatus (SCBA)/Cardiac Monitors Replacement

MEETING: Finance Committee

Present: Justin Haschke, Brandon Huckabee, Brady Pendleton, Ricky Thurman

Absent:

DEPARTMENT: Fire Department

STAFF CONTACT: Robert Isbell

Replacement of Self-Contained Breathing Apparatus

Staff presented the recommendation of financing the replacement of the fire department SCBA equipment. The current SCBA equipment is 15 years old and at end of life for support and use. The replacement is budgeted in this budget and the financing amount is under budgeted amount. The total amount for SCBA equipment is \$379,492.

Staff also recommended considering financing the upcoming cardiac monitor replacement with the SCBA equipment. Combining the two amounts would result in lower interest rates and shorter term. The cardiac monitors are budgeted at \$105,000 for replacement.

A motion was made by Ricky Thurman to forward, to Council, a recommendation to approve the joint financing of both the SCBA and cardiac monitor equipment. Brandon Huckabee seconded the motion, and the motion passed unanimously.



GOVERNMENT CAPITAL
CORPORATION

January 26, 2022

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

Dear Ms. Harris,

Thank you for the opportunity to present 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:	\$ 379,492.00- SBCA's <u>\$ 105,014.91- Heart Monitors</u> \$ 484,506.91- Total
TERM:	10 Annual Payments
INTEREST RATE:	2.998% <i>Fixed</i>
PAYMENT #1-7 AMOUNT:	\$ 60,479.81
PAYMENTS #8-10:	\$ 43,879.26
PAYMENTS BEGINNING:	6 Months from signing, 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 bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. 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

Drew Whittington
Client Services
Main: 817-421-5400

RESOLUTION NO. 2022-R-__

A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING SCBA/RESPIRATORY PROTECTION SYSTEM, HEART MONITORS, 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 SCBA/Respiratory Protection System, heart monitors, 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 SCBA/Respiratory Protection System, heart monitors 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 February, 2022.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality



STAFF REPORT

SUBJECT: Consider Acceptance of Request for Proposal for Depository Services

DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

RECOMMENDATION:

Finance Committee recommends accepting the First Financial Bank proposal for depository services. This contract would be for two (2) years with one (1) two-year extension provided both parties agree to the extension.

BACKGROUND:

Request for proposals for depository services were advertised on November 10, 2021 and November 17, 2021. The City received proposals from Texas Bank and First Financial Bank, both local banks. Staff reviewed and evaluated both proposals. A comparison is provided below:

	Texas Bank	First Financial Bank
Interest Rate on checking accounts	70% of the quoted 13-week T-bill rate at 1 st of month on Treasury.gov on collected balances greater than \$1,000	85% of the four week average 91 day T-bill rate during the prior month with a floor of .05% and a cap of 1.5%
Fees	Waived	Waived
FDIC insured	Yes	Yes
Collateralization	102% above FDIC coverage	102% above FDIC coverage
Pledged collateral held at	Federal Home Loan Bank of Dallas	Frost Bank of San Antonio, TX
Online balance reporting system	Yes	Yes
Remote deposit scanner	Provided at no cost	Provided at no cost
Checks and deposit slips	Unknown, currently not provided	Provided at no cost
Positive pay	Provided at no cost	Provided at no cost
Direct Deposit ACH submittal deadline	2:00 pm on the business day prior to effective date	5:00 pm on the business day prior to effective date

The additional three hours for the ACH submittal would be helpful with payroll, as the Senior Accountant frequently works late on Tuesdays to make the ACH submittal deadline on payroll weeks.

FISCAL IMPACT SUMMARY:

As both submittals indicate the waiving of bank fees, the main difference is in the interest rate. Below is a comparison:

	Texas Bank	First Financial Bank
November rate	$.05 \times 70\% = .035\%$	$.05\%$ ($.05 \times 85\% = .0425\% < \text{min}$)
December rate	$.06 \times 70\% = .042\%$	$.05\%$ ($.05 \times 85\% = .0425\% < \text{min}$)
January rate	$.09 \times 70\% = .063\%$	$.06 \times 85\% = .051\%$
Total for 3 month period	.14%	.015%

As the table indicates, the timing of the rate calculation does make a difference; however, First Financial Bank does have a minimum interest rate of .05%. Treasury bill rates would have to increase to 2.15% for Texas Bank's interest rate to exceed First Financial Bank's maximum rate of 1.50%, assuming the month prior average is so close to the 1st of the month rate as to not make a difference.

ALTERNATIVES

Not award the contract and rebid.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF ERATH
CITY OF STEPHENVILLE

We, the undersigned officers of the City of Stephenville, Texas (the "City"), hereby certify as follows:

- 1. The City Council of the City (the "Council") convened in a regular meeting on February 1, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Doug Svien – Mayor
LeAnn Durfey – Place 1
Justin Haschke – Place 2
Daron Trussell – Place 3
Brady Pendleton – Place 4
Ricky Thurman – Place 5
Alan Nix – Place 6
Gerald Cook – Place 7
Brandon Huckabee – Mayor Pro Tem and Place 8
Staci L. King, City Secretary

And all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

A RESOLUTION DIRECTING NEWSPAPER PUBLICATION AND WEBSITE POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: _____ ABSTAIN: _____

- 2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding

of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Council has approved and hereby approves the aforesaid Resolution; and the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED THIS FEBRUARY 1, 2022.

City Secretary

Mayor

RESOLUTION NO. 2022-R-__**A RESOLUTION DIRECTING NEWSPAPER PUBLICATION AND WEBSITE POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT**

WHEREAS, the City Council of the City of Stephenville, Texas (the "City"), deems it advisable to give notice of intention to issue certificates of obligation of the City (the "Certificates of Obligation"), as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS:SECTION 1.

Attached hereto and marked Exhibit A is the form of Notice of Intention to Issue Certificates of Obligation of the City (the "Notice"), the form and substance of which are hereby passed and approved.

SECTION 2.

The City Secretary shall cause the Notice, in substantially the form attached hereto, to be published in a newspaper of general circulation in the City, and published in the City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates of Obligation.

SECTION 3.

The City Secretary shall cause the Notice, in substantially the form attached hereto, to be posted continuously on the City's Internet website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates of Obligation.

SECTION 4.

The City expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit A hereto (the "Projects") prior to the issuance of the Certificates of Obligation described herein as tax-exempt obligations. This Resolution is intended to establish official intent to reimburse the City for such costs of the Projects all as set forth in section 1.150-2 of the United States Treasury Regulations.

SECTION 5.

Attached hereto as Schedule I is a list of outstanding debt obligations of the City which the City hereby designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 6.

This Resolution shall be effective immediately upon adoption.

PASSED and APPROVED, this the 1st day of February, 2022.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

Schedule I

CITY OF STEPHENVILLE, TEXAS
Self-Supporting Debt

The City designates all or a portion of the following outstanding debt obligations of the City as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

City of Stephenville, Texas Combination Tax and Revenue Certificates of Obligation Series 2006A

City of Stephenville, Texas General Obligation Refunding Bonds Series 2013

City of Stephenville, Texas Combination Tax and Revenue Certificates of Obligation Series 2013

City of Stephenville, Texas Combination Tax and Revenue Certificates of Obligation Series 2016

City of Stephenville, Texas Combination Tax and Surplus Revenue Certificates of Obligation Series 2018

City of Stephenville, Texas Combination Tax and Revenue Certificates of Obligation Series 2020

EXHIBIT A**NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF STEPHENVILLE, TEXAS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Stephenville, Texas (the "City"), at its meeting to commence at 5:30 p.m. on April 5, 2022, at the Stephenville City Hall Council Chambers, 298 W. Washington Street in Stephenville, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed \$22,000,000 for the purpose of paying all or a portion of the City's contractual obligations incurred in connection with: (1) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the City's waterworks and sewer system (the "System") including necessary street reconstruction related to the extension of water and sewer lines; (2) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities, including fields, trails (but excluding any construction or improvements for the Bosque River Trail), and utility relocation, landscaping, sidewalks and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs; and (3) paying legal, fiscal, engineering and architectural fees in connection with such projects.

In accordance with the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271"), the following information has been provided by the City: (i) the principal amount of all outstanding debt obligations of the City is \$2,415,000; (ii) the current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$2,802,525 (clauses (i) and (ii) exclude debt service for \$34,645,000 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations); (iii) the maximum principal amount of the certificates of obligation to be authorized is \$22,000,000; (iv) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$34,843,957; (v) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (vi) the maximum maturity date of the certificates of obligation to be authorized is February 15, 2047. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Chapter 271.

CITY OF STEPHENVILLE, TEXAS



STAFF REPORT

SUBJECT: Monthly Budget Report for the period Ending December 31, 2021

DEPARTMENT: Finance

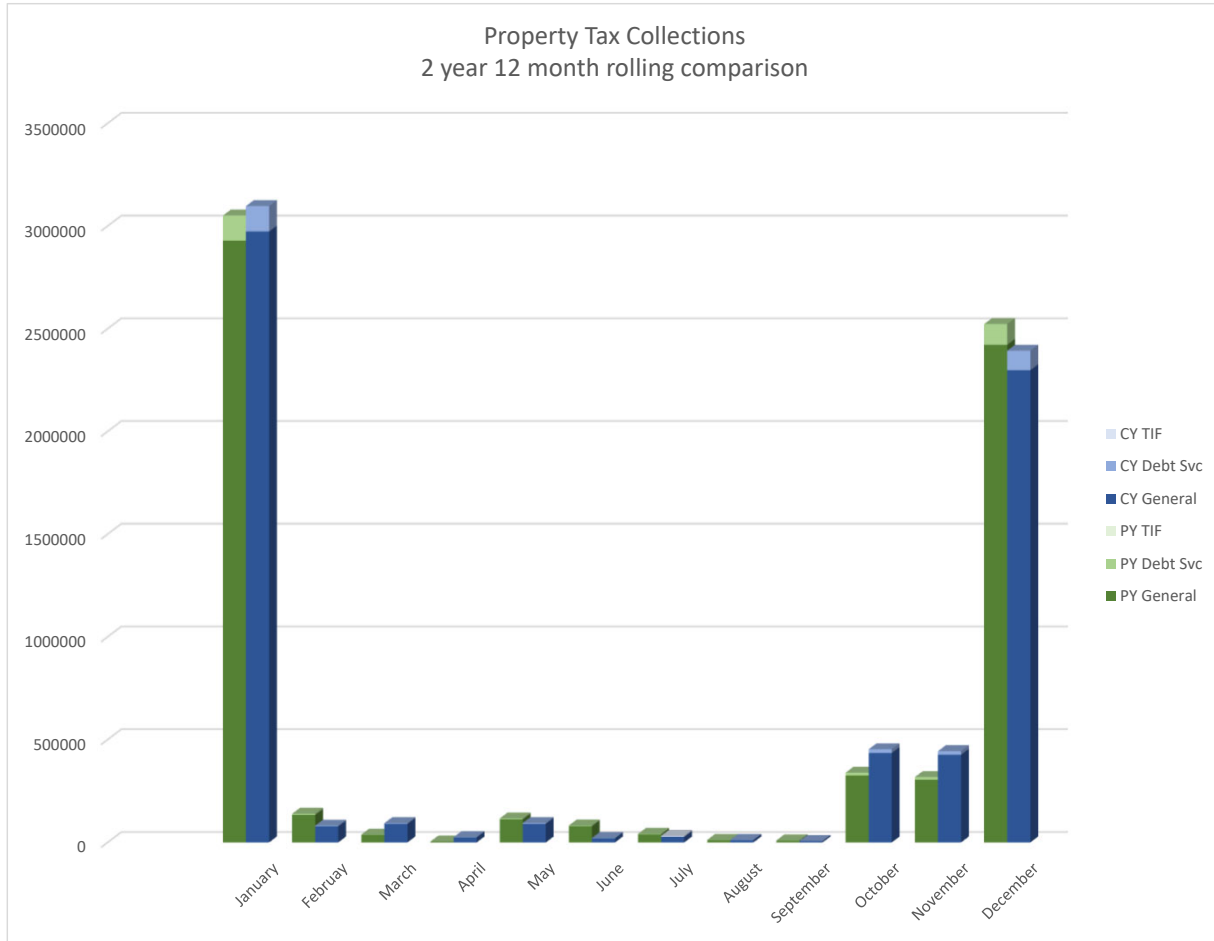
STAFF CONTACT: Monica Harris

BACKGROUND:

In reviewing the financial statements ending December 31, 2021, the financial indicators are as or better than anticipated.

- **Property Tax**
We received \$2.4 million in property taxes in the month of December, resulting in \$110K or 3.46% increase over funds collected last fiscal year to date. The amount collected is 48.49% of budget, which is 2.27% more than anticipated.
- **Sales Tax**
We received \$605K in sales tax in December, resulting in \$251K or 13.47% more than the funds collected last fiscal year to date. The amount collected is 28.88% of the \$7.3 million budgeted, which is 2.97% higher than anticipated.
- **Revenue (Budgetary comparison)**
The target budget for operating revenue is \$8.4 million. We received \$9.6 million in revenue fiscal year to date, resulting in \$1.15 million over the target budget due to property taxes, sales taxes, service charges, and other income.
- **Expenditures (Budgetary comparison)**
The target budget for operating expenditures is \$5.9 million. We expended \$5.2 million fiscal year to date, resulting in \$775K under the target budget.
- **Revenue (Prior year comparison)**
Operating revenue received last year was \$8.2 million as compared to the current year's \$9.6 million, resulting in a \$1.38 million increase due to property tax, sales taxes, franchise taxes, hotel occupancy taxes, service charges, and other income.
- **Expenditures (Prior year comparison)**
Operating expenditures last year were \$5.4 million as compared to the current year's \$5.2 million, resulting in a \$240K decrease, which relates to repair of the public safety building in the prior year.
- **Investments**
The total market value of cash and investments on December 31, 2021 was \$50,932,536. This is allocated 5% in demand accounts, 33% in TexStar investment pool, and 62% in TexPool investment pool.

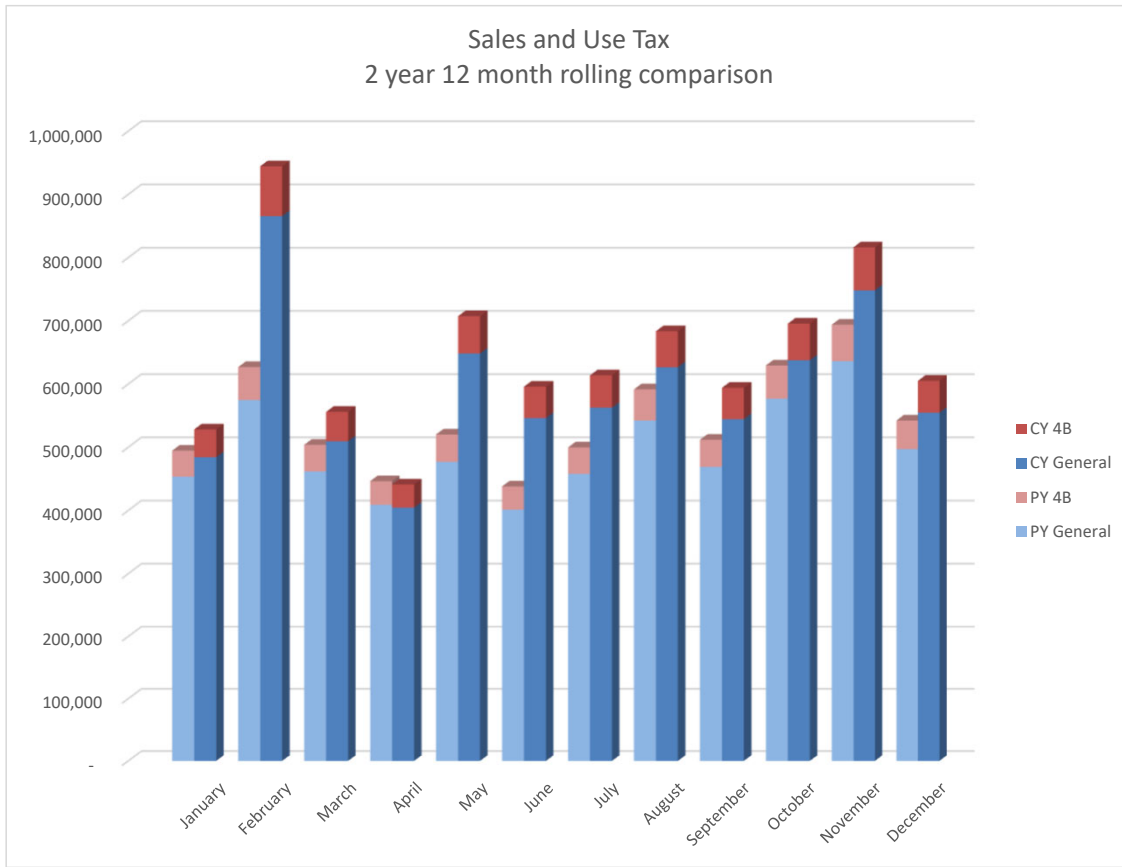
We earned \$3,236.44 in interest for the quarter. The average yield to maturity for all account types for the quarter was 0.04%. The average yield to maturity for investment accounts for the quarter was 0.05%. The average yield to maturity for a 3-month treasury bill for the quarter was .05%.



Month	General Fund	Debt Svc	Total	Month	General Fund	Debt Svc	TIF	Total
Jan-20	2,928,631	122,287	3,050,918	Jan-21	2,973,159	123,936	-	3,097,096
Feb-20	133,573	5,889	139,461	Feb-21	78,158	3,268	-	81,427
Mar-20	36,684	1,632	38,315	Mar-21	90,202	3,822	-	94,024
Apr-20	4,688	163	4,851	Apr-21	24,696	1,064	-	25,760
May-20	112,150	4,518	116,668	May-21	90,794	3,893	-	94,687
Jun-20	79,259	3,379	82,637	Jun-21	20,314	1,266	-	21,580
Jul-20	39,473	2,238	41,712	Jul-21	27,201	1,304	3,789	32,294
Aug-20	11,762	824	12,585	Aug-21	11,946	476	-	12,422
Sep-20	9,736	485	10,222	Sep-21	7,059	300	-	7,359
Oct-20	325,732	13,700	339,432	Oct-21	435,350	17,955	-	453,305
Nov-20	304,970	12,804	317,774	Nov-21	426,306	17,588	-	443,894
Dec-20	2,421,750	100,945	2,522,695	Dec-21	2,297,872	94,802	-	2,392,674
12 month total		<u>6,677,270</u>		12 month total		<u>6,756,520</u>		
Oct - Dec 2020		<u>3,179,901</u>		Oct - Dec 2021		<u>3,289,873</u>		
FY 2020-2021 Total		6,646,548		FY 2021-2022 Budget		6,784,860		

Collection to date as percentage of fiscal year total 47.84%

Collection to date as percentage of fiscal year budget 48.49%



Month	General	4B	Total	Month	General	4B	Total	% Change +/-
Jan-20	453,492	41,227	494,719	Jan-21	484,228	44,021	528,249	6.78%
Feb-20	574,600	52,236	626,836	Feb-21	865,761	78,706	944,466	50.67%
Mar-20	461,845	41,986	503,831	Mar-21	509,621	46,329	555,950	10.34%
Apr-20	409,098	37,191	446,289	Apr-21	404,427	36,766	441,193	-1.14%
May-20	476,944	43,359	520,302	May-21	648,372	58,943	707,314	35.94%
Jun-20	401,495	36,500	437,994	Jun-21	546,259	49,660	595,919	36.06%
Jul-20	458,003	41,637	499,639	Jul-21	562,550	51,141	613,691	22.83%
Aug-20	542,275	49,298	591,573	Aug-21	626,605	56,964	683,569	15.55%
Sep-20	469,140	42,649	511,790	Sep-21	544,489	49,499	593,988	16.06%
Oct-20	576,942	52,449	629,391	Oct-21	637,613	57,965	695,578	10.52%
Nov-20	636,149	57,832	693,981	Nov-21	748,251	68,023	816,274	17.62%
Dec-20	497,048	45,186	542,234	Dec-20	554,591	50,417	605,009	11.58%
12 month total			<u>6,498,578</u>	12 month total			<u>7,781,201</u>	19.74%
Oct - Dec 2020			<u>1,865,606</u>	Oct - Dec 2021			<u>2,116,861</u>	13.47%
FY 2020-2021 Total			7,529,945	FY 2021-2022 Budget			7,328,610	

Collection to date as percentage of fiscal year total 24.78%

Collection to date as percentage of fiscal year budget 28.88%



**Budget vs. YTD Actual
December 31, 2021**

Date Prepared: January 29, 2022

Source of Funds	Approved Budget 2021-2022	Target Budget	12/31/21 Current YTD Actual	Dollar Variance Favorable (Unfavorable)	Percent Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 6,812,364	\$ 3,133,218	\$ 3,298,103	\$ 164,885	5.26%	
Sales Taxes	7,328,610	1,889,618	2,116,861	227,243	12.03%	
Other Taxes	2,427,418	300,362	364,884	64,523	21.48%	Franchise, Hotel Occupancy, Sports Venue taxes
Licenses and permits	378,385	107,232	88,004	(19,228)	(17.93%)	Building permits
Fines and forfeitures	78,825	17,984	39,229	21,246	118.14%	
Service charges	12,154,965	2,938,559	3,464,604	526,045	17.90%	EMS collections. Water, Sewer, Storm, and Landfill fees.
Interest on investments	15,001	8,443	3,230	(5,213)	(61.75%)	Cash flow and rate dependent
Other Income	1,490,418	15,137	189,174	174,037	1149.73%	Sale of equipment, Insurance proceeds, Donation
Total Operating Revenue	<u>30,685,986</u>	<u>8,410,552</u>	<u>9,564,089</u>	<u>1,153,537</u>	<u>13.715%</u>	
Intergovernmental grants	1,590,242	388,510	26,615	(361,895)	(93.15%)	Project Driven grants
Debt Proceeds	0	0	2,406,397	2,406,397	0.00%	Loan Proceeds
Total Revenue	<u>32,276,228</u>	<u>8,799,062</u>	<u>11,997,101</u>	<u>3,198,039</u>	<u>36.35%</u>	
		0	0			
Transfers-In	\$ 2,912,040	\$ -	\$ -	\$ -	0.00%	
Transfers-Out	(2,912,040)	-	-	-	0.00%	
Expenditures						
General Fund	\$ 15,291,409	\$ 4,081,020	\$ 3,429,597	\$ 651,423	15.96%	
Utility Fund	4,916,175	1,392,811	1,427,487	(34,676)	(2.49%)	Maintenance
Landfill Fund	582,019	162,336	122,174	40,162	24.74%	
Airport Fund	78,935	24,086	31,828	(7,742)	(32.14%)	AWOS Maintenance & Utilities
Storm Water Drainage Fund	129,270	32,317	12,991	19,327	59.80%	
Special Revenue Funds	462,222	96,669	69,064	27,605	28.56%	
Stephenville Economic Dev Authority	608,500	154,337	74,981	79,356	51.42%	
Total Operating Expenditures	<u>22,068,530</u>	<u>5,943,576</u>	<u>5,168,121</u>	<u>775,455</u>	<u>13.05%</u>	
Capital	29,297,012	7,324,253	660,295	6,663,957	90.98%	
Debt Service	2,955,514	75	0	75	100.00%	
Total Expenditures	<u>54,321,056</u>	<u>13,267,904</u>	<u>5,828,416</u>	<u>7,439,488</u>	<u>56.07%</u>	



**Prior YTD Actual vs Current YTD Actual
December 31, 2021**

Date Prepared: January 29, 2022

Source of Funds	Prior YTD Actual	Current YTD Actual	Dollar Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)	Notes
Property Taxes	\$ 3,184,241	\$ 3,298,103	\$ 113,863	3.58%	Increased assessment and earlier payors
Sales Taxes	1,865,606	2,116,861	251,256	13.47%	
Other Taxes	174,091	364,884	190,793	109.59%	Franchise taxes
Licenses and permits	86,584	88,004	1,419	1.64%	Building permits
Fines and forfeitures	25,195	39,229	14,035	55.71%	Citation and collection dependent
Service charges	2,822,389	3,464,604	642,215	22.75%	charges,
Interest on investments	11,873	3,230	(8,643)	(72.80%)	
Other Income	15,699	189,174	173,474	1104.97%	Sale of equipment, Insurance proceeds, Donations
Total Operating Revenue	<u>8,185,678</u>	<u>9,564,089</u>	<u>1,378,411</u>	<u>16.84%</u>	
Intergovernmental grants	6,151	26,615	20,464	332.72%	Immaterial
Debt Proceeds	0	2,406,397	2,406,397	0.00%	
Total Revenue	<u>8,191,828</u>	<u>11,997,101</u>	<u>3,805,273</u>	<u>46.45%</u>	
Transfers-In	\$ -	\$ -	\$ -	0.00%	
Transfers-Out	\$ -	\$ -	\$ -	0.00%	
Expenditures					
General Fund	\$ 3,782,598	\$ 3,429,597	\$ 353,001	9.33%	
Utility Fund	1,176,386	1,427,487	(251,100)	(21.35%)	Personnel - additional positions, Outside Professionals, Maintenance
Landfill Fund	127,168	122,174	4,994	3.93%	
Airport Fund	18,966	31,828	(12,862)	(67.82%)	Insurance, Utilities, and AWOS maintenance
Storm Water Drainage Fund	18,103	12,991	5,113	28.24%	Development reviews
Special Revenue Funds	174,800	69,064	105,736	60.49%	
Stephenville Economic Dev Authority	109,790	74,981	34,809	31.70%	
Total Operating Expenditures	<u>5,407,811</u>	<u>5,168,121</u>	<u>239,690</u>	<u>4.43%</u>	
Capital	570,497	660,295	(89,798)	(15.74%)	Capital purchase differ from year to year
Debt Service	94,188	0	94,188	100.00%	Debt Service differs from year to year
Total Expenditures	<u>6,072,496</u>	<u>5,828,416</u>	<u>244,080</u>	<u>4.02%</u>	



Budget Variance Report

Item 15.

As Of: 12/31/2021

Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
TAXES	2,951,212.08	3,066,787.41	(115,575.33)	5,361,864.53	4,992,703.36	369,161.17	36	15,087,472.00	(9,725,607.47)	64
LICENSES AND PERMITS	37,976.28	39,680.88	(1,704.60)	87,201.94	97,481.88	(10,279.94)	26	339,385.00	(252,183.06)	74
FINES AND FORFEITURES	(367.06)	1,382.86	(1,749.92)	36,307.02	15,594.20	20,712.82	51	71,875.00	(35,567.98)	49
INTERGOVERNMENTAL	26,015.19	93,764.08	(67,748.89)	26,615.19	181,292.24	(154,677.05)	4	748,169.00	(721,553.81)	96
CHARGES FOR SERVICES	66,728.80	77,407.83	(10,679.03)	227,129.87	255,004.15	(27,874.28)	18	1,257,333.00	(1,030,203.13)	82
OTHER REVENUE	2,371,633.98	1,515.37	2,370,118.61	2,594,125.18	5,242.94	2,588,882.24	5,839	44,427.00	2,549,698.18	-5,739
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	957,579.00	(957,579.00)	100
TOTAL REVENUE	5,453,199.27	3,280,538.43	2,172,660.84	8,333,243.73	5,547,318.77	2,785,924.96	45	18,506,240.00	(10,172,996.27)	55
EXPENSE SUMMARY										
CITY COUNCIL	2,701.45	8,773.45	6,072.00	14,102.22	29,048.35	14,946.13	13	108,010.00	(93,907.78)	87
CITY MANAGER	34,124.03	35,820.14	1,696.11	108,792.00	111,624.42	2,832.42	25	434,006.00	(325,214.00)	75
CITY SECRETARY	8,118.50	13,164.94	5,046.44	59,149.87	41,118.82	(18,031.05)	37	159,604.00	(100,454.13)	63
EMERGENCY MANAGEMENT	491.18	416.66	(74.52)	9,919.86	14,249.98	4,330.12	55	18,000.00	(8,080.14)	45
MUNICIPAL BUILDING	4,785.53	7,148.04	2,362.51	27,620.05	33,210.79	5,590.74	28	98,222.00	(70,601.95)	72
MUNICIPAL SERVICES CTR	8,009.87	8,186.06	176.19	32,491.08	27,958.18	(4,532.90)	32	101,633.00	(69,141.92)	68
HUMAN RESOURCES	28,791.46	19,806.29	(8,985.17)	52,795.55	77,140.87	24,345.32	21	255,398.00	(202,602.45)	79
DOWNTOWN	8,952.71	4,863.29	(4,089.42)	29,044.83	14,671.87	(14,372.96)	50	58,442.00	(29,397.17)	50
FINANCE	57,566.31	51,635.53	(5,930.78)	125,670.80	161,374.59	35,703.79	20	626,095.00	(500,424.20)	80
INFORMATION TECHNOLOGY	26,297.75	39,027.55	12,729.80	126,576.61	119,016.65	(7,559.96)	27	470,265.00	(343,688.39)	73
TAX	44,845.04	583.33	(44,261.71)	85,675.36	43,070.01	(42,605.35)	49	174,491.00	(88,815.64)	51
LEGAL COUNSEL	8,923.36	9,351.98	428.62	32,103.50	28,192.94	(3,910.56)	29	112,361.00	(80,257.50)	71
MUNICIPAL COURT	8,070.99	9,767.79	1,696.80	29,444.06	30,483.37	1,039.31	25	118,394.00	(88,949.94)	75
STREET MAINTENANCE	53,735.89	81,043.31	27,307.42	175,252.92	267,935.93	92,683.01	18	997,327.00	(822,074.08)	82
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	125,019.53	198,194.37	73,174.84	355,240.56	625,158.11	269,917.55	15	2,428,810.00	(2,073,569.44)	85
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	18,802.04	22,216.49	3,414.45	51,311.36	68,707.47	17,396.11	19	268,657.00	(217,345.64)	81
SENIOR CENTER	10,049.15	14,187.19	4,138.04	31,179.23	46,504.57	15,325.34	18	174,190.00	(143,010.77)	82
AQUATIC CENTER	2,237.74	11,528.21	9,290.47	15,643.89	39,975.63	24,331.74	7	239,146.00	(223,502.11)	93
FIRE DEPARTMENT	491,645.58	284,212.19	(207,433.39)	1,056,995.72	952,117.57	(104,878.15)	29	3,647,965.00	(2,590,969.28)	71
POLICE DEPARTMENT	400,128.23	473,706.33	73,578.10	1,223,052.61	1,561,573.99	338,521.38	21	5,919,968.00	(4,696,915.39)	79
DEVELOPMENT SERVICES	33,644.08	50,431.08	16,787.00	113,890.37	157,375.24	43,484.87	19	611,256.00	(497,365.63)	81
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0	1,476,466.00	(1,476,466.00)	100
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	1,376,940.42	1,344,064.22	(32,876.20)	3,755,952.45	4,450,509.35	694,556.90	20	18,498,706.00	14,742,753.55	80
REVENUE OVER/(UNDER) EXPENDITURE	4,076,258.85	1,936,474.21	2,139,784.64	4,577,291.28	1,096,809.42	3,480,481.86		7,534.00	(24,915,749.82)	

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)	0.00	2,250.00	(2,250.00)	0	9,000.00	(9,000.00)	100
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	816,779.73	674,617.68	142,162.05	2,670,703.03	2,189,235.95	481,467.08	30	8,877,223.00	(6,206,519.97)	70
OTHER REVENUE	2,328.49	2,795.22	(466.73)	2,600.09	16,716.35	(14,116.26)	8	33,709.00	(31,108.91)	92
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	50,219.00	(50,219.00)	100
TOTAL REVENUE	819,108.22	678,162.90	140,945.32	2,673,303.12	2,208,202.30	465,100.82	30	8,970,151.00	(6,296,847.88)	70
EXPENSE SUMMARY										
UTILITIES ADMINISTRATION	40,024.43	50,664.29	10,639.86	104,546.51	162,606.87	58,060.36	17	618,586.00	(514,039.49)	83
WATER PRODUCTION	93,971.79	110,052.93	16,081.14	397,575.23	490,833.79	93,258.56	27	1,480,448.00	(1,082,872.77)	73
WATER DISTRIBUTION	148,855.97	75,645.41	(73,210.56)	275,671.24	234,566.23	(41,105.01)	30	915,376.00	(639,704.76)	70
CUSTOMER SERVICE	49,421.49	23,912.04	(25,509.45)	81,820.40	76,308.12	(5,512.28)	28	291,517.00	(209,696.60)	72
WASTEWATER COLLECTION	21,765.35	1,152,689.34	1,130,923.99	82,304.27	3,468,314.02	3,386,009.75	1	13,842,519.00	(13,760,214.73)	99
WASTEWATER TREATMENT	80,301.79	105,019.32	24,717.53	258,679.10	321,751.96	63,072.86	20	1,266,926.00	(1,008,246.90)	80
BILLING & COLLECTION	57,490.20	28,938.09	(28,552.11)	103,978.68	87,227.27	(16,751.41)	30	347,671.00	(243,692.32)	70
NON-DEPARTMENTAL	64,345.20	55,814.01	(8,531.19)	192,554.06	167,627.47	(24,926.59)	6	2,973,928.00	(2,781,373.94)	94
TOTAL EXPENSE	556,176.22	1,602,735.43	1,046,559.21	1,497,129.49	5,009,235.73	3,512,106.24	7	21,736,971.00	20,239,841.51	93
REVENUE OVER/(UNDER) EXPENDITURE	262,932.00	(924,572.53)	1,187,504.53	1,176,173.63	(2,801,033.43)	3,977,207.06		(12,766,820.00)	(26,536,689.39)	

Budget Variance Report

Fund: 03 - SANITARY LANDFILL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
CHARGES FOR SERVICES	81,149.80	74,530.49	6,619.31	262,127.40	244,448.63	17,678.77	27	960,000.00	(697,872.60)	73
OTHER REVENUE	48.34	295.97	(247.63)	486.97	949.01	(462.04)	16	3,019.00	(2,532.03)	84
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	81,198.14	74,826.46	6,371.68	262,614.37	245,397.64	17,216.73	27	963,019.00	(700,404.63)	73
EXPENSE SUMMARY										
LANDFILL	67,563.10	66,631.34	(931.76)	178,480.60	222,336.02	43,855.42	20	903,558.00	(725,077.40)	80
TOTAL EXPENSE	67,563.10	66,631.34	(931.76)	178,480.60	222,336.02	43,855.42	20	903,558.00	725,077.40	80
REVENUE OVER/(UNDER) EXPENDITURE	13,635.04	8,195.12	5,439.92	84,133.77	23,061.62	61,072.15		59,461.00	(1,425,482.03)	

Budget Variance Report
Fund: 04 - AIRPORT FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	9,150.72	9,349.31	(198.59)	46,425.70	27,737.67	18,688.03	41	112,280.00	(65,854.30)	59
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0	1,423,040.00	(1,423,040.00)	100
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	9,150.72	9,349.31	(198.59)	46,425.70	27,737.67	18,688.03	3	1,545,320.00	(1,498,894.30)	97
EXPENSE SUMMARY										
AIRPORT	2,247.93	136,292.02	134,044.09	31,827.68	414,679.06	382,851.38	2	1,641,308.00	(1,609,480.32)	98
TOTAL EXPENSE	2,247.93	136,292.02	134,044.09	31,827.68	414,679.06	382,851.38	2	1,641,308.00	1,609,480.32	98
REVENUE OVER/(UNDER) EXPENDITURE	6,902.79	(126,942.71)	133,845.50	14,598.02	(386,941.39)	401,539.41		(95,988.00)	(3,108,374.62)	

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	2,083.33	(2,083.33)	0.00	6,249.99	(6,249.99)	0	25,000.00	(25,000.00)	100
INTERGOVERNMENTAL	0.00	69,072.75	(69,072.75)	0.00	207,218.25	(207,218.25)	0	828,873.00	(828,873.00)	100
CHARGES FOR SERVICES	89,199.66	72,466.16	16,733.50	258,217.79	217,398.48	40,819.31	30	869,594.00	(611,376.21)	70
OTHER REVENUE	5.37	12.66	(7.29)	15.74	37.98	(22.24)	10	152.00	(136.26)	90
TOTAL REVENUE	89,205.03	143,634.90	(54,429.87)	258,233.53	430,904.70	(172,671.17)	15	1,723,619.00	(1,465,385.47)	85
<u>EXPENSE SUMMARY</u>										
STORM WATER DRAINAGE	9,226.87	114,240.15	105,013.28	64,500.59	342,720.45	278,219.86	3	2,115,412.00	(2,050,911.41)	97
TOTAL EXPENSE	9,226.87	114,240.15	105,013.28	64,500.59	342,720.45	278,219.86	3	2,115,412.00	2,050,911.41	97
REVENUE OVER/(UNDER) EXPENDITURE	79,978.16	29,394.75	50,583.41	193,732.94	88,184.25	105,548.69		(391,793.00)	(3,516,296.88)	

Budget Variance Report

Fund: 07 - HOTEL OCCUPANCY TAX FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
TAXES	66,435.69	27,460.26	38,975.43	110,614.19	54,920.52	55,693.67	19	584,261.00	(473,646.81)	81
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	833.33	(833.33)	0.00	2,499.99	(2,499.99)	0	69,600.00	(69,600.00)	100
OTHER REVENUE	19.67	26.64	(6.97)	53.15	108.03	(54.88)	29	181.00	(127.85)	71
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	66,455.36	28,320.23	38,135.13	110,667.34	57,528.54	53,138.80	17	654,042.00	(543,374.66)	83
<u>EXPENSE SUMMARY</u>										
TOURISM	46,489.84	30,664.69	(15,825.15)	69,064.38	93,234.09	24,169.71	15	448,482.00	(379,417.62)	85
TOTAL EXPENSE	46,489.84	30,664.69	(15,825.15)	69,064.38	93,234.09	24,169.71	15	448,482.00	379,417.62	85
REVENUE OVER/(UNDER) EXPENDITURE	19,965.52	(2,344.46)	22,309.98	41,602.96	(35,705.55)	77,308.51		205,560.00	(922,792.28)	

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	95,235.92	100,806.21	(5,570.29)	130,965.02	124,816.55	6,148.47	48	271,045.00	(140,079.98)	52
OTHER REVENUE	3.54	3.44	0.10	6.77	9.18	(2.41)	32	21.00	(14.23)	68
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	343,650.00	(343,650.00)	100
TOTAL REVENUE	95,239.46	100,809.65	(5,570.19)	130,971.79	124,825.73	6,146.06	21	614,716.00	(483,744.21)	79
<u>EXPENSE SUMMARY</u>										
DEBT SERVICE	0.00	24.99	24.99	0.00	74.97	74.97	0	613,400.00	(613,400.00)	100
TOTAL EXPENSE	0.00	24.99	24.99	0.00	74.97	74.97	0	613,400.00	613,400.00	100
REVENUE OVER/(UNDER) EXPENDITURE	95,239.46	100,784.66	(5,545.20)	130,971.79	124,750.76	6,221.03		1,316.00	(1,097,144.21)	

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	801.56	416.66	384.90	801.56	1,249.98	(448.42)	16	5,000.00	(4,198.44)	84
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	744.58	(744.58)	0.00	2,233.74	(2,233.74)	0	8,935.00	(8,935.00)	100
OTHER REVENUE	306.64	64.11	242.53	899.75	243.11	656.64	230	392.00	507.75	-130
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	1,234,069.00	(1,234,069.00)	100
TOTAL REVENUE	1,108.20	1,225.35	(117.15)	1,701.31	3,726.83	(2,025.52)	0	1,248,396.00	(1,246,694.69)	100
EXPENSE SUMMARY										
STREET MAINTENANCE	15,910.00	859,114.07	843,204.07	156,513.00	2,577,342.21	2,420,829.21	2	10,309,369.00	(10,152,856.00)	98
PARKS & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENSE	15,910.00	859,114.07	843,204.07	156,513.00	2,577,342.21	2,420,829.21	2	10,309,369.00	10,152,856.00	98
REVENUE OVER/(UNDER) EXPENDITURE	(14,801.80)	(857,888.72)	843,086.92	(154,811.69)	(2,573,615.38)	2,418,803.69		(9,060,973.00)	(11,399,550.69)	

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	202.95	97.39	105.56	825.13	1,172.34	(347.21)	33	2,500.00	(1,674.87)	67
OTHER REVENUE	0.27	0.65	(0.38)	0.71	1.93	(1.22)	24	3.00	(2.29)	76
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUE	203.22	98.04	105.18	825.84	1,174.27	(348.43)	33	2,503.00	(1,677.16)	67
<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	203.22	98.04	105.18	825.84	1,174.27	(348.43)		2,503.00	(1,677.16)	

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	814.42	277.01	537.41	2,097.16	1,217.17	879.99	47	4,450.00	(2,352.84)	53
OTHER REVENUE	0.31	1.26	(0.95)	0.92	3.91	(2.99)	13	7.00	(6.08)	87
TOTAL REVENUE	814.73	278.27	536.46	2,098.08	1,221.08	877.00	47	4,457.00	(2,358.92)	53
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	814.73	278.27	536.46	2,098.08	1,221.08	877.00		4,457.00	(2,358.92)	

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	0.00	0.00	0.00		0.00	0.00	
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	3,200.00	(3,200.00)	100
OTHER REVENUE	2.09	3.33	(1.24)	5.95	12.58	(6.63)	28	21.00	(15.05)	72
TOTAL REVENUE	2.09	3.33	(1.24)	5.95	12.58	(6.63)	0	3,221.00	(3,215.05)	100
<u>EXPENSE SUMMARY</u>										
PUBLIC SAFETY	0.00	1,144.99	1,144.99	0.00	3,434.97	3,434.97	0	13,740.00	(13,740.00)	100
TOTAL EXPENSE	0.00	1,144.99	1,144.99	0.00	3,434.97	3,434.97	0	13,740.00	13,740.00	100
REVENUE OVER/(UNDER) EXPENDITURE	2.09	(1,141.66)	1,143.75	5.95	(3,422.39)	3,428.34		(10,519.00)	(16,955.05)	

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	0.00	0.00	0.00	0.00	0.00	0.00	0	17,127.00	(17,127.00)	100
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	326,523.00	(326,523.00)	100
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0	343,650.00	(343,650.00)	100
<u>EXPENSE SUMMARY</u>										
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00	0.00	0.00	0	343,650.00	(343,650.00)	100
TOTAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0	343,650.00	343,650.00	100
REVENUE OVER/(UNDER) EXPENDITURE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	(687,300.00)	

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	50,417.39	43,817.34	6,600.05	176,405.09	150,757.61	25,647.48	29	608,487.00	(432,081.91)	71
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
OTHER REVENUE	35.43	69.34	(33.91)	600.37	254.72	345.65	134	447.00	153.37	-34
TOTAL REVENUE	50,452.82	43,886.68	6,566.14	177,005.46	151,012.33	25,993.13	29	608,934.00	(431,928.54)	71
<u>EXPENSE SUMMARY</u>										
SEDA	26,973.69	50,462.40	23,488.71	74,948.18	154,337.20	79,389.02	12	608,500.00	(533,551.82)	88
TOTAL EXPENSE	26,973.69	50,462.40	23,488.71	74,948.18	154,337.20	79,389.02	12	608,500.00	533,551.82	88
REVENUE OVER/(UNDER) EXPENDITURE	23,479.13	(6,575.72)	30,054.85	102,057.28	(3,324.87)	105,382.15		434.00	(965,480.36)	



Prior-Year Comparative Income Statement

Item 15.

Group Summary

For the Period Ending 12/31/2021

Categor...	2020-2021 Dec. Activity	2021-2022 Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 01 - GENERAL FUND								
Revenue								
40 - TAXES	2,971,061.11	2,951,212.08	-19,849.03	-0.67%	4,921,673.07	5,361,864.53	440,191.46	8.94%
41 - LICENSES AND PERMITS	26,545.86	37,976.28	11,430.42	43.06%	86,137.69	87,201.94	1,064.25	1.24%
42 - FINES AND FORFEITURES	-2,328.95	-367.06	1,961.89	84.24%	23,137.92	36,307.02	13,169.10	56.92%
43 - INTERGOVERNMENTAL	4,493.87	26,015.19	21,521.32	478.90%	6,150.72	26,615.19	20,464.47	332.72%
44 - CHARGES FOR SERVICES	62,621.10	66,728.80	4,107.70	6.56%	224,379.24	227,129.87	2,750.63	1.23%
45 - OTHER REVENUE	2,222.62	2,371,633.98	2,369,411.36	106,604.43%	16,846.07	2,594,125.18	2,577,279.11	15,298.99%
Revenue Total:	3,064,615.61	5,453,199.27	2,388,583.66	77.94%	5,278,324.71	8,333,243.73	3,054,919.02	57.88%
Expense								
Department: 101 - CITY COUNCIL								
51 - PERSONNEL	2,153.00	1,937.70	215.30	10.00%	5,192.36	4,569.41	622.95	12.00%
52 - CONTRACTUAL	21,743.88	763.75	20,980.13	96.49%	74,415.89	9,532.81	64,883.08	87.19%
53 - GENERAL SERVICES	294.67	0.00	294.67	100.00%	1,834.03	0.00	1,834.03	100.00%
58 - GRANT DISBURSEMENTS	21,413.83	0.00	21,413.83	100.00%	25,348.11	0.00	25,348.11	100.00%
Department 101 - CITY COUNCIL Total:	45,605.38	2,701.45	42,903.93	94.08%	106,790.39	14,102.22	92,688.17	86.79%
Department: 102 - CITY MANAGER								
51 - PERSONNEL	33,817.10	33,632.16	184.94	0.55%	96,904.90	95,371.20	1,533.70	1.58%
52 - CONTRACTUAL	2,168.15	353.90	1,814.25	83.68%	4,671.13	13,224.06	-8,552.93	-183.10%
53 - GENERAL SERVICES	1,980.00	137.97	1,842.03	93.03%	4,288.50	196.74	4,091.76	95.41%
Department 102 - CITY MANAGER Total:	37,965.25	34,124.03	3,841.22	10.12%	105,864.53	108,792.00	-2,927.47	-2.77%
Department: 103 - CITY SECRETARY								
51 - PERSONNEL	7,358.48	7,928.03	-569.55	-7.74%	21,005.41	21,952.18	-946.77	-4.51%
52 - CONTRACTUAL	2,754.34	190.47	2,563.87	93.08%	8,182.56	7,721.10	461.46	5.64%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	119.62	319.09	-199.47	-166.75%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	17,513.70	24,622.39	-7,108.69	-40.59%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	20,500.00	4,535.11	15,964.89	77.88%
Department 103 - CITY SECRETARY Total:	10,112.82	8,118.50	1,994.32	19.72%	67,321.29	59,149.87	8,171.42	12.14%
Department: 104 - EMERGENCY MANAGEMENT								
52 - CONTRACTUAL	310.06	491.18	-181.12	-58.41%	12,721.79	9,919.86	2,801.93	22.02%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	1,545.00	0.00	1,545.00	100.00%
Department 104 - EMERGENCY MANAGEMENT Total:	310.06	491.18	-181.12	-58.41%	14,266.79	9,919.86	4,346.93	30.47%
Department: 105 - MUNICIPAL BUILDING								
51 - PERSONNEL	1,081.01	1,781.80	-700.79	-64.83%	3,132.57	5,199.86	-2,067.29	-65.99%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021	2021-2022	Dec. Variance		2020-2021	2021-2022	YTD Variance	
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
52 - CONTRACTUAL	2,122.52	1,393.59	728.93	34.34%	8,413.90	7,129.08	1,284.82	15.27%
53 - GENERAL SERVICES	543.24	1,015.14	-471.90	-86.87%	2,780.72	3,185.57	-404.85	-14.56%
54 - MACHINE & EQUIPMENT MAI	165.00	595.00	-430.00	-260.61%	11,319.95	12,105.54	-785.59	-6.94%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	26.60	0.00	26.60	100.00%
Department 105 - MUNICIPAL BUILDING Total:	3,911.77	4,785.53	-873.76	-22.34%	25,673.74	27,620.05	-1,946.31	-7.58%
Department: 106 - MUNICIPAL SERVICES CTR								
51 - PERSONNEL	3,023.02	4,733.82	-1,710.80	-56.59%	8,527.61	12,752.51	-4,224.90	-49.54%
52 - CONTRACTUAL	1,592.54	1,858.07	-265.53	-16.67%	7,050.49	8,060.95	-1,010.46	-14.33%
53 - GENERAL SERVICES	1,956.09	1,364.48	591.61	30.24%	10,448.13	11,196.13	-748.00	-7.16%
54 - MACHINE & EQUIPMENT MAI	236.40	53.50	182.90	77.37%	542.10	481.49	60.61	11.18%
Department 106 - MUNICIPAL SERVICES CTR Total:	6,808.05	8,009.87	-1,201.82	-17.65%	26,568.33	32,491.08	-5,922.75	-22.29%
Department: 107 - HUMAN RESOURCES								
51 - PERSONNEL	6,314.24	6,830.28	-516.04	-8.17%	23,495.59	20,573.69	2,921.90	12.44%
52 - CONTRACTUAL	7,026.98	21,961.18	-14,934.20	-212.53%	21,483.02	32,182.41	-10,699.39	-49.80%
53 - GENERAL SERVICES	696.84	0.00	696.84	100.00%	1,302.25	39.45	1,262.80	96.97%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	14,999.00	0.00	14,999.00	100.00%
Department 107 - HUMAN RESOURCES Total:	14,038.06	28,791.46	-14,753.40	-105.10%	61,279.86	52,795.55	8,484.31	13.85%
Department: 108 - DOWNTOWN								
51 - PERSONNEL	0.00	3,538.42	-3,538.42	0.00%	71.00	10,292.23	-10,221.23	-14,396.10%
52 - CONTRACTUAL	0.00	3,388.29	-3,388.29	0.00%	130.89	12,546.14	-12,415.25	-9,485.25%
53 - GENERAL SERVICES	0.00	2,026.00	-2,026.00	0.00%	0.00	4,050.27	-4,050.27	0.00%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	2,156.19	-2,156.19	0.00%
Department 108 - DOWNTOWN Total:	0.00	8,952.71	-8,952.71	0.00%	201.89	29,044.83	-28,842.94	-14,286.46%
Department: 201 - FINANCE								
51 - PERSONNEL	29,177.88	29,850.45	-672.57	-2.31%	80,642.76	81,680.06	-1,037.30	-1.29%
52 - CONTRACTUAL	10,091.88	5,790.07	4,301.81	42.63%	23,753.52	21,457.04	2,296.48	9.67%
53 - GENERAL SERVICES	54.00	0.00	54.00	100.00%	58.39	300.66	-242.27	-414.92%
54 - MACHINE & EQUIPMENT MAI	17,082.42	21,805.79	-4,723.37	-27.65%	17,323.32	21,805.79	-4,482.47	-25.88%
56 - BANK CHARGES	1,063.36	120.00	943.36	88.72%	1,163.36	427.25	736.11	63.27%
Department 201 - FINANCE Total:	57,469.54	57,566.31	-96.77	-0.17%	122,941.35	125,670.80	-2,729.45	-2.22%
Department: 203 - INFORMATION TECHNOLOGY								
51 - PERSONNEL	17,706.64	21,713.28	-4,006.64	-22.63%	48,598.90	51,825.07	-3,226.17	-6.64%
52 - CONTRACTUAL	5.39	550.01	-544.62	-10,104.27%	575.13	2,757.56	-2,182.43	-379.47%
53 - GENERAL SERVICES	19.28	1,670.03	-1,650.75	-8,561.98%	173.74	5,676.91	-5,503.17	-3,167.47%
54 - MACHINE & EQUIPMENT MAI	10,311.50	2,364.43	7,947.07	77.07%	13,284.80	46,862.47	-33,577.67	-252.75%
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:	28,042.81	26,297.75	1,745.06	6.22%	62,632.57	126,576.61	-63,944.04	-102.09%
Department: 204 - TAX								
52 - CONTRACTUAL	42,279.12	44,845.04	-2,565.92	-6.07%	84,098.24	85,675.36	-1,577.12	-1.88%
Department 204 - TAX Total:	42,279.12	44,845.04	-2,565.92	-6.07%	84,098.24	85,675.36	-1,577.12	-1.88%

Prior-Year Comparative Income Statement

For the Period Ending 12/31/2021 Item 15.

Categor...	2020-2021 Dec. Activity	2021-2022 Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Department: 301 - LEGAL COUNSEL								
51 - PERSONNEL	5,956.86	8,917.11	-2,960.25	-49.69%	18,924.09	20,317.91	-1,393.82	-7.37%
52 - CONTRACTUAL	6.40	6.25	0.15	2.34%	137.29	11,785.59	-11,648.30	-8,484.45%
Department 301 - LEGAL COUNSEL Total:	5,963.26	8,923.36	-2,960.10	-49.64%	19,061.38	32,103.50	-13,042.12	-68.42%
Department: 302 - MUNICIPAL COURT								
51 - PERSONNEL	4,733.43	5,810.80	-1,077.37	-22.76%	12,002.89	15,855.09	-3,852.20	-32.09%
52 - CONTRACTUAL	3,622.02	1,289.74	2,332.28	64.39%	11,059.48	8,762.49	2,296.99	20.77%
53 - GENERAL SERVICES	214.44	970.45	-756.01	-352.55%	895.38	1,794.60	-899.22	-100.43%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	2,887.50	3,031.88	-144.38	-5.00%
Department 302 - MUNICIPAL COURT Total:	8,569.89	8,070.99	498.90	5.82%	26,845.25	29,444.06	-2,598.81	-9.68%
Department: 402 - STREET MAINTENANCE								
51 - PERSONNEL	34,659.15	31,146.49	3,512.66	10.13%	106,147.15	92,020.33	14,126.82	13.31%
52 - CONTRACTUAL	16,845.84	17,670.19	-824.35	-4.89%	43,293.61	45,367.32	-2,073.71	-4.79%
53 - GENERAL SERVICES	1,935.70	1,579.16	356.54	18.42%	5,106.75	5,465.18	-358.43	-7.02%
54 - MACHINE & EQUIPMENT MAI	1,258.47	3,340.05	-2,081.58	-165.41%	11,632.75	32,400.09	-20,767.34	-178.52%
55 - CAPITAL OUTLAY	43,847.00	0.00	43,847.00	100.00%	43,847.00	0.00	43,847.00	100.00%
Department 402 - STREET MAINTENANCE Total:	98,546.16	53,735.89	44,810.27	45.47%	210,027.26	175,252.92	34,774.34	16.56%
Department: 501 - PARKS & RECREATION								
51 - PERSONNEL	47,485.09	68,265.59	-20,780.50	-43.76%	175,356.57	190,398.79	-15,042.22	-8.58%
52 - CONTRACTUAL	74,376.20	19,828.95	54,547.25	73.34%	155,714.67	66,856.86	88,857.81	57.06%
53 - GENERAL SERVICES	4,032.98	4,054.92	-21.94	-0.54%	14,049.98	28,285.16	-14,235.18	-101.32%
54 - MACHINE & EQUIPMENT MAI	5,702.67	7,389.00	-1,686.33	-29.57%	14,617.17	12,503.64	2,113.53	14.46%
55 - CAPITAL OUTLAY	96,566.48	25,481.07	71,085.41	73.61%	226,075.88	57,195.03	168,880.85	74.70%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.00	1.08	-1.08	0.00%
Department 501 - PARKS & RECREATION Total:	228,163.42	125,019.53	103,143.89	45.21%	585,814.27	355,240.56	230,573.71	39.36%
Department: 504 - LIBRARY								
51 - PERSONNEL	16,143.08	15,881.47	261.61	1.62%	44,863.47	43,221.12	1,642.35	3.66%
52 - CONTRACTUAL	708.07	1,134.94	-426.87	-60.29%	3,864.71	5,002.74	-1,138.03	-29.45%
53 - GENERAL SERVICES	474.14	722.51	-248.37	-52.38%	1,751.13	1,886.29	-135.16	-7.72%
54 - MACHINE & EQUIPMENT MAI	343.18	1,063.12	-719.94	-209.78%	343.18	1,201.21	-858.03	-250.02%
Department 504 - LIBRARY Total:	17,668.47	18,802.04	-1,133.57	-6.42%	50,822.49	51,311.36	-488.87	-0.96%
Department: 506 - SENIOR CENTER								
51 - PERSONNEL	5,324.87	6,216.71	-891.84	-16.75%	16,352.70	18,223.81	-1,871.11	-11.44%
52 - CONTRACTUAL	1,183.22	2,047.55	-864.33	-73.05%	4,167.86	8,862.49	-4,694.63	-112.64%
53 - GENERAL SERVICES	544.01	1,470.46	-926.45	-170.30%	2,901.40	2,999.04	-97.64	-3.37%
54 - MACHINE & EQUIPMENT MAI	1,961.87	314.43	1,647.44	83.97%	4,106.87	1,093.89	3,012.98	73.36%
Department 506 - SENIOR CENTER Total:	9,013.97	10,049.15	-1,035.18	-11.48%	27,528.83	31,179.23	-3,650.40	-13.26%
Department: 507 - AQUATIC CENTER								
51 - PERSONNEL	0.00	0.00	0.00	0.00%	1,892.00	2,521.91	-629.91	-33.29%
52 - CONTRACTUAL	1,371.36	1,599.24	-227.88	-16.62%	7,176.96	10,730.98	-3,554.02	-49.52%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021				2021-2022			
	Dec. Activity	Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
53 - GENERAL SERVICES	10.00	638.50	-628.50	-6,285.00%	54.00	2,381.00	-2,327.00	-4,309.26%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	620.00	10.00	610.00	98.39%
Department 507 - AQUATIC CENTER Total:	1,381.36	2,237.74	-856.38	-62.00%	9,742.96	15,643.89	-5,900.93	-60.57%
Department: 601 - FIRE DEPARTMENT								
51 - PERSONNEL	229,645.17	246,226.21	-16,581.04	-7.22%	671,750.47	724,207.01	-52,456.54	-7.81%
52 - CONTRACTUAL	6,293.24	6,500.92	-207.68	-3.30%	47,043.48	47,170.75	-127.27	-0.27%
53 - GENERAL SERVICES	9,761.29	4,818.08	4,943.21	50.64%	40,052.77	20,410.02	19,642.75	49.04%
54 - MACHINE & EQUIPMENT MAI	18,387.21	11,085.87	7,301.34	39.71%	35,786.01	22,192.41	13,593.60	37.99%
55 - CAPITAL OUTLAY	336.23	223,014.50	-222,678.27	-66,227.96%	-18,672.89	243,014.50	-261,687.39	-1,401.43%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.00	1.03	-1.03	0.00%
57 - DEBT SERVICE	0.00	0.00	0.00	0.00%	94,188.10	0.00	94,188.10	100.00%
Department 601 - FIRE DEPARTMENT Total:	264,423.14	491,645.58	-227,222.44	-85.93%	870,147.94	1,056,995.72	-186,847.78	-21.47%
Department: 701 - POLICE DEPARTMENT								
51 - PERSONNEL	345,934.99	358,389.77	-12,454.78	-3.60%	1,036,468.77	1,012,835.98	23,632.79	2.28%
52 - CONTRACTUAL	26,438.54	18,379.52	8,059.02	30.48%	391,603.09	143,044.93	248,558.16	63.47%
53 - GENERAL SERVICES	11,205.18	18,820.84	-7,615.66	-67.97%	43,798.86	40,963.14	2,835.72	6.47%
54 - MACHINE & EQUIPMENT MAI	19,838.36	4,538.10	15,300.26	77.12%	82,450.79	26,208.56	56,242.23	68.21%
55 - CAPITAL OUTLAY	41,902.25	0.00	41,902.25	100.00%	109,464.25	0.00	109,464.25	100.00%
Department 701 - POLICE DEPARTMENT Total:	445,319.32	400,128.23	45,191.09	10.15%	1,663,785.76	1,223,052.61	440,733.15	26.49%
Department: 801 - DEVELOPMENT SERVICES								
51 - PERSONNEL	32,627.27	31,767.91	859.36	2.63%	88,120.10	80,310.75	7,809.35	8.86%
52 - CONTRACTUAL	893.69	1,257.23	-363.54	-40.68%	16,623.36	23,307.57	-6,684.21	-40.21%
53 - GENERAL SERVICES	346.33	618.94	-272.61	-78.71%	1,583.97	2,035.38	-451.41	-28.50%
54 - MACHINE & EQUIPMENT MAI	50.40	0.00	50.40	100.00%	10,284.33	8,236.67	2,047.66	19.91%
Department 801 - DEVELOPMENT SERVICES Total:	33,917.69	33,644.08	273.61	0.81%	116,611.76	113,890.37	2,721.39	2.33%
Expense Total:	1,359,509.54	1,376,940.42	-17,430.88	-1.28%	4,258,026.88	3,755,952.45	502,074.43	11.79%
Total Revenues	3,064,615.61	5,453,199.27	2,388,583.66	77.94%	5,278,324.71	8,333,243.73	3,054,919.02	57.88%
Fund 01 Surplus (Deficit):	1,705,106.07	4,076,258.85	2,371,152.78	139.06%	1,020,297.83	4,577,291.28	3,556,993.45	348.62%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021 Dec. Activity	2021-2022 Dec. Activity	Dec. 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	223.17	0.00	-223.17	-100.00%	223.17	0.00	-223.17	-100.00%
44 - CHARGES FOR SERVICES	653,726.36	816,779.73	163,053.37	24.94%	2,147,439.28	2,670,703.03	523,263.75	24.37%
45 - OTHER REVENUE	1,126.64	2,328.49	1,201.85	106.68%	5,281.57	2,600.09	-2,681.48	-50.77%
Revenue Total:	655,076.17	819,108.22	164,032.05	25.04%	2,152,944.02	2,673,303.12	520,359.10	24.17%
Expense								
Department: 000 - UTILITIES ADMINISTRATION								
51 - PERSONNEL	19,844.86	32,556.83	-12,711.97	-64.06%	60,643.97	91,620.38	-30,976.41	-51.08%
52 - CONTRACTUAL	10,481.97	7,422.34	3,059.63	29.19%	13,542.53	12,202.78	1,339.75	9.89%
53 - GENERAL SERVICES	112.96	45.26	67.70	59.93%	3,799.01	723.35	3,075.66	80.96%
Department 000 - UTILITIES ADMINISTRATION Total:	30,439.79	40,024.43	-9,584.64	-31.49%	77,985.51	104,546.51	-26,561.00	-34.06%
Department: 001 - WATER PRODUCTION								
51 - PERSONNEL	18,351.27	23,545.60	-5,194.33	-28.31%	49,449.63	58,339.99	-8,890.36	-17.98%
52 - CONTRACTUAL	50,279.67	51,853.41	-1,573.74	-3.13%	263,155.69	282,212.48	-19,056.79	-7.24%
53 - GENERAL SERVICES	357.76	796.84	-439.08	-122.73%	1,921.01	2,733.94	-812.93	-42.32%
54 - MACHINE & EQUIPMENT MAI	226.27	535.94	-309.67	-136.86%	56,554.25	16,828.82	39,725.43	70.24%
55 - CAPITAL OUTLAY	0.00	17,240.00	-17,240.00	0.00%	0.00	37,460.00	-37,460.00	0.00%
Department 001 - WATER PRODUCTION Total:	69,214.97	93,971.79	-24,756.82	-35.77%	371,080.58	397,575.23	-26,494.65	-7.14%
Department: 002 - WATER DISTRIBUTION								
51 - PERSONNEL	16,323.09	10,716.94	5,606.15	34.34%	48,028.11	33,444.78	14,583.33	30.36%
52 - CONTRACTUAL	9,015.36	38,869.17	-29,853.81	-331.14%	23,063.68	74,181.73	-51,118.05	-221.64%
53 - GENERAL SERVICES	4,846.96	1,419.92	3,427.04	70.70%	7,464.08	9,022.28	-1,558.20	-20.88%
54 - MACHINE & EQUIPMENT MAI	8,112.68	90,099.94	-81,987.26	-1,010.61%	11,159.00	140,487.45	-129,328.45	-1,158.96%
55 - CAPITAL OUTLAY	17,788.00	7,750.00	10,038.00	56.43%	24,343.00	18,535.00	5,808.00	23.86%
Department 002 - WATER DISTRIBUTION Total:	56,086.09	148,855.97	-92,769.88	-165.41%	114,057.87	275,671.24	-161,613.37	-141.69%
Department: 003 - CUSTOMER SERVICE								
51 - PERSONNEL	13,542.30	15,753.49	-2,211.19	-16.33%	40,951.60	41,197.51	-245.91	-0.60%
52 - CONTRACTUAL	479.44	4,622.93	-4,143.49	-864.24%	2,117.09	7,661.58	-5,544.49	-261.89%
53 - GENERAL SERVICES	355.18	787.91	-432.73	-121.83%	1,536.20	2,471.00	-934.80	-60.85%
54 - MACHINE & EQUIPMENT MAI	165.50	28,257.16	-28,091.66	-16,973.81%	32,347.11	30,490.31	1,856.80	5.74%
Department 003 - CUSTOMER SERVICE Total:	14,542.42	49,421.49	-34,879.07	-239.84%	76,952.00	81,820.40	-4,868.40	-6.33%
Department: 011 - WASTEWATER COLLECTION								
51 - PERSONNEL	14,460.45	18,914.45	-4,454.00	-30.80%	49,210.04	53,901.83	-4,691.79	-9.53%
52 - CONTRACTUAL	17,151.50	233.65	16,917.85	98.64%	30,175.84	4,603.59	25,572.25	84.74%
53 - GENERAL SERVICES	370.55	861.75	-491.20	-132.56%	4,286.13	2,650.44	1,635.69	38.16%
54 - MACHINE & EQUIPMENT MAI	2,538.21	0.00	2,538.21	100.00%	9,597.12	7,500.44	2,096.68	21.85%
55 - CAPITAL OUTLAY	228,933.92	1,755.50	227,178.42	99.23%	59,610.09	13,647.97	45,962.12	77.10%
Department 011 - WASTEWATER COLLECTION Total:	263,454.63	21,765.35	241,689.28	91.74%	152,879.22	82,304.27	70,574.95	46.16%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021	2021-2022	Dec. Variance	Variance %	2020-2021	2021-2022	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
Department: 012 - WASTEWATER TREATMENT								
52 - CONTRACTUAL	76,462.26	79,854.29	-3,392.03	-4.44%	247,407.38	257,334.38	-9,927.00	-4.01%
54 - MACHINE & EQUIPMENT MAI	18,318.00	447.50	17,870.50	97.56%	18,318.00	1,344.72	16,973.28	92.66%
Department 012 - WASTEWATER TREATMENT Total:	94,780.26	80,301.79	14,478.47	15.28%	265,725.38	258,679.10	7,046.28	2.65%
Department: 020 - BILLING & COLLECTION								
51 - PERSONNEL	8,608.04	7,179.21	1,428.83	16.60%	24,881.93	18,596.87	6,285.06	25.26%
52 - CONTRACTUAL	7,986.31	8,076.89	-90.58	-1.13%	18,689.47	18,686.55	2.92	0.02%
53 - GENERAL SERVICES	12,500.18	20,163.33	-7,663.15	-61.30%	24,834.91	40,342.22	-15,507.31	-62.44%
54 - MACHINE & EQUIPMENT MAI	17,612.40	22,070.77	-4,458.37	-25.31%	21,715.99	26,353.04	-4,637.05	-21.35%
Department 020 - BILLING & COLLECTION Total:	46,706.93	57,490.20	-10,783.27	-23.09%	90,122.30	103,978.68	-13,856.38	-15.38%
Department: 901 - NON-DEPARTMENTAL								
56 - BANK CHARGES	1.95	0.00	1.95	100.00%	1.95	1.74	0.21	10.77%
59 - TRANSFER	37,056.64	64,345.20	-27,288.56	-73.64%	111,534.37	192,552.32	-81,017.95	-72.64%
Department 901 - NON-DEPARTMENTAL Total:	37,058.59	64,345.20	-27,286.61	-73.63%	111,536.32	192,554.06	-81,017.74	-72.64%
Expense Total:	612,283.68	556,176.22	56,107.46	9.16%	1,260,339.18	1,497,129.49	-236,790.31	-18.79%
Total Revenues	655,076.17	819,108.22	164,032.05	25.04%	2,152,944.02	2,673,303.12	520,359.10	24.17%
Fund 02 Surplus (Deficit):	42,792.49	262,932.00	220,139.51	514.43%	892,604.84	1,176,173.63	283,568.79	31.77%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021 Dec. Activity	2021-2022 Dec. Activity	Dec. 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	79,526.70	81,149.80	1,623.10	2.04%	260,835.45	262,127.40	1,291.95	0.50%
45 - OTHER REVENUE	73.94	48.34	-25.60	-34.62%	746.93	486.97	-259.96	-34.80%
Revenue Total:	79,600.64	81,198.14	1,597.50	2.01%	261,582.38	262,614.37	1,031.99	0.39%
Expense								
Department: 030 - LANDFILL								
51 - PERSONNEL	17,573.10	18,683.58	-1,110.48	-6.32%	57,748.19	57,517.85	230.34	0.40%
52 - CONTRACTUAL	274.20	-1,796.81	2,071.01	755.29%	21,553.62	25,148.69	-3,595.07	-16.68%
53 - GENERAL SERVICES	3,997.00	7,125.40	-3,128.40	-78.27%	11,507.08	17,254.15	-5,747.07	-49.94%
54 - MACHINE & EQUIPMENT MAI	630.76	11,544.15	-10,913.39	-1,730.20%	36,359.14	22,253.13	14,106.01	38.80%
55 - CAPITAL OUTLAY	0.00	32,006.78	-32,006.78	0.00%	0.00	56,306.78	-56,306.78	0.00%
Department 030 - LANDFILL Total:	22,475.06	67,563.10	-45,088.04	-200.61%	127,168.03	178,480.60	-51,312.57	-40.35%
Expense Total:	22,475.06	67,563.10	-45,088.04	-200.61%	127,168.03	178,480.60	-51,312.57	-40.35%
Total Revenues	79,600.64	81,198.14	1,597.50	2.01%	261,582.38	262,614.37	1,031.99	0.39%
Fund 03 Surplus (Deficit):	57,125.58	13,635.04	-43,490.54	-76.13%	134,414.35	84,133.77	-50,280.58	-37.41%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021 Dec. Activity	2021-2022 Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 04 - AIRPORT FUND								
Revenue								
44 - CHARGES FOR SERVICES	9,259.74	9,150.72	-109.02	-1.18%	27,412.87	46,425.70	19,012.83	69.36%
Revenue Total:	9,259.74	9,150.72	-109.02	-1.18%	27,412.87	46,425.70	19,012.83	69.36%
Expense								
Department: 040 - AIRPORT								
51 - PERSONNEL	550.32	498.21	52.11	9.47%	1,418.42	625.86	792.56	55.88%
52 - CONTRACTUAL	1,587.31	1,714.92	-127.61	-8.04%	10,922.51	24,526.14	-13,603.63	-124.55%
53 - GENERAL SERVICES	0.00	34.80	-34.80	0.00%	0.00	34.80	-34.80	0.00%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	6,624.91	6,640.88	-15.97	-0.24%
Department 040 - AIRPORT Total:	2,137.63	2,247.93	-110.30	-5.16%	18,965.84	31,827.68	-12,861.84	-67.82%
Expense Total:	2,137.63	2,247.93	-110.30	-5.16%	18,965.84	31,827.68	-12,861.84	-67.82%
Total Revenues	9,259.74	9,150.72	-109.02	-1.18%	27,412.87	46,425.70	19,012.83	69.36%
Fund 04 Surplus (Deficit):	7,122.11	6,902.79	-219.32	-3.08%	8,447.03	14,598.02	6,150.99	72.82%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021	2021-2022	Dec. Variance	Variance %	2020-2021	2021-2022	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
Fund: 05 - STORM WATER DRAINAGE FUND								
Revenue								
41 - LICENSES AND PERMITS	223.17	0.00	-223.17	-100.00%	223.17	0.00	-223.17	-100.00%
44 - CHARGES FOR SERVICES	54,255.80	89,199.66	34,943.86	64.41%	162,322.40	258,217.79	95,895.39	59.08%
45 - OTHER REVENUE	74.43	5.37	-69.06	-92.79%	268.00	15.74	-252.26	-94.13%
Revenue Total:	54,553.40	89,205.03	34,651.63	63.52%	162,813.57	258,233.53	95,419.96	58.61%
Expense								
Department: 050 - STORM WATER DRAINAGE								
52 - CONTRACTUAL	863.80	4,176.87	-3,313.07	-383.55%	18,103.17	12,990.59	5,112.58	28.24%
55 - CAPITAL OUTLAY	45,176.00	5,050.00	40,126.00	88.82%	45,176.00	51,510.00	-6,334.00	-14.02%
Department 050 - STORM WATER DRAINAGE Total:	46,039.80	9,226.87	36,812.93	79.96%	63,279.17	64,500.59	-1,221.42	-1.93%
Expense Total:	46,039.80	9,226.87	36,812.93	79.96%	63,279.17	64,500.59	-1,221.42	-1.93%
Total Revenues	54,553.40	89,205.03	34,651.63	63.52%	162,813.57	258,233.53	95,419.96	58.61%
Fund 05 Surplus (Deficit):	8,513.60	79,978.16	71,464.56	839.42%	99,534.40	193,732.94	94,198.54	94.64%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021 Dec. Activity	2021-2022 Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 07 - HOTEL OCCUPANCY TAX FUND								
Revenue								
40 - TAXES	4,835.22	66,435.69	61,600.47	1,274.00%	19,008.70	110,614.19	91,605.49	481.91%
45 - OTHER REVENUE	22.46	19.67	-2.79	-12.42%	91.08	53.15	-37.93	-41.64%
Revenue Total:	4,857.68	66,455.36	61,597.68	1,268.05%	19,099.78	110,667.34	91,567.56	479.42%
Expense								
Department: 070 - TOURISM								
51 - PERSONNEL	6,642.17	6,799.76	-157.59	-2.37%	18,624.04	17,622.78	1,001.26	5.38%
52 - CONTRACTUAL	35,823.01	30,149.34	5,673.67	15.84%	117,424.25	33,759.41	83,664.84	71.25%
53 - GENERAL SERVICES	7.40	0.00	7.40	100.00%	781.40	0.00	781.40	100.00%
58 - GRANT DISBURSEMENTS	31,443.35	9,540.74	21,902.61	69.66%	37,970.43	17,682.19	20,288.24	53.43%
Department 070 - TOURISM Total:	73,915.93	46,489.84	27,426.09	37.10%	174,800.12	69,064.38	105,735.74	60.49%
Expense Total:	73,915.93	46,489.84	27,426.09	37.10%	174,800.12	69,064.38	105,735.74	60.49%
Total Revenues	4,857.68	66,455.36	61,597.68	1,268.05%	19,099.78	110,667.34	91,567.56	479.42%
Fund 07 Surplus (Deficit):	-69,058.25	19,965.52	89,023.77	128.91%	-155,700.34	41,602.96	197,303.30	126.72%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021 Dec. Activity	2021-2022 Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	2020-2021 YTD Activity	2021-2022 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 08 - DEBT SERVICE FUND								
Revenue								
40 - TAXES	100,944.94	95,235.92	-5,709.02	-5.66%	127,788.62	130,965.02	3,176.40	2.49%
45 - OTHER REVENUE	14.21	3.54	-10.67	-75.09%	37.88	6.77	-31.11	-82.13%
Revenue Total:	100,959.15	95,239.46	-5,719.69	-5.67%	127,826.50	130,971.79	3,145.29	2.46%
Total Revenues	100,959.15	95,239.46	-5,719.69	-5.67%	127,826.50	130,971.79	3,145.29	2.46%
Fund 08 Total:	100,959.15	95,239.46	-5,719.69	-5.67%	127,826.50	130,971.79	3,145.29	2.46%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021		2021-2022		2020-2021		2021-2022	
	Dec. Activity	Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 10 - CAPITAL PROJECTS FUND								
Revenue								
41 - LICENSES AND PERMITS	0.00	801.56	801.56	0.00%	0.00	801.56	801.56	0.00%
45 - OTHER REVENUE	1,054.00	306.64	-747.36	-70.91%	3,996.80	899.75	-3,097.05	-77.49%
Revenue Total:	1,054.00	1,108.20	54.20	5.14%	3,996.80	1,701.31	-2,295.49	-57.43%
Expense								
Department: 402 - STREET MAINTENANCE								
55 - CAPITAL OUTLAY	7,153.31	15,910.00	-8,756.69	-122.41%	60,126.78	156,513.00	-96,386.22	-160.30%
Department 402 - STREET MAINTENANCE Total:	7,153.31	15,910.00	-8,756.69	-122.41%	60,126.78	156,513.00	-96,386.22	-160.30%
Expense Total:	7,153.31	15,910.00	-8,756.69	-122.41%	60,126.78	156,513.00	-96,386.22	-160.30%
Total Revenues	1,054.00	1,108.20	54.20	5.14%	3,996.80	1,701.31	-2,295.49	-57.43%
Fund 10 Surplus (Deficit):	-6,099.31	-14,801.80	-8,702.49	-142.68%	-56,129.98	-154,811.69	-98,681.71	-175.81%

Prior-Year Comparative Income Statement

For the Period Ending 12/31/2021 Item 15.

Categor...	2020-2021				2021-2022			
	Dec. Activity	Dec. Activity	Dec. Variance Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 11 - CHILD SAFETY FUND								
Revenue								
42 - FINES AND FORFEITURES	73.91	202.95	129.04	174.59%	889.65	825.13	-64.52	-7.25%
45 - OTHER REVENUE	0.31	0.27	-0.04	-12.90%	0.92	0.71	-0.21	-22.83%
Revenue Total:	74.22	203.22	129.00	173.81%	890.57	825.84	-64.73	-7.27%
Total Revenues	74.22	203.22	129.00	173.81%	890.57	825.84	-64.73	-7.27%
Fund 11 Total:	74.22	203.22	129.00	173.81%	890.57	825.84	-64.73	-7.27%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021	2021-2022	Dec. Variance	Variance %	2020-2021	2021-2022	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
Fund: 12 - COURT TECHNOLOGY FUND								
Revenue								
42 - FINES AND FORFEITURES	265.67	814.42	548.75	206.55%	1,167.06	2,097.16	930.10	79.70%
45 - OTHER REVENUE	0.58	0.31	-0.27	-46.55%	1.80	0.92	-0.88	-48.89%
Revenue Total:	266.25	814.73	548.48	206.00%	1,168.86	2,098.08	929.22	79.50%
Total Revenues	266.25	814.73	548.48	206.00%	1,168.86	2,098.08	929.22	79.50%
Fund 12 Total:	266.25	814.73	548.48	206.00%	1,168.86	2,098.08	929.22	79.50%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021	2021-2022	Dec. Variance		2020-2021	2021-2022	YTD Variance	
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 13 - PUBLIC SAFETY FUND								
Revenue								
45 - OTHER REVENUE	5.54	2.09	-3.45	-62.27%	20.94	5.95	-14.99	-71.59%
Revenue Total:	5.54	2.09	-3.45	-62.27%	20.94	5.95	-14.99	-71.59%
Total Revenues	5.54	2.09	-3.45	-62.27%	20.94	5.95	-14.99	-71.59%
Fund 13 Total:	5.54	2.09	-3.45	-62.27%	20.94	5.95	-14.99	-71.59%

Prior-Year Comparative Income Statement

For the Period Ending 12 Item 15.

Categor...	2020-2021	2021-2022	Dec. Variance	Variance %	2020-2021	2021-2022	YTD Variance	Variance %
	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
Fund: 79 - SEDA								
Revenue								
40 - TAXES	45,186.15	50,417.39	5,231.24	11.58%	155,467.13	176,405.09	20,937.96	13.47%
45 - OTHER REVENUE	72.11	35.43	-36.68	-50.87%	264.89	600.37	335.48	126.65%
Revenue Total:	45,258.26	50,452.82	5,194.56	11.48%	155,732.02	177,005.46	21,273.44	13.66%
Expense								
Department: 790 - SEDA								
51 - PERSONNEL	17,258.06	23,448.47	-6,190.41	-35.87%	53,401.43	58,717.16	-5,315.73	-9.95%
52 - CONTRACTUAL	22,975.01	3,162.65	19,812.36	86.23%	45,827.79	14,099.60	31,728.19	69.23%
53 - GENERAL SERVICES	349.26	229.44	119.82	34.31%	560.65	864.07	-303.42	-54.12%
54 - MACHINE & EQUIPMENT MAI	0.00	133.13	-133.13	0.00%	0.00	133.13	-133.13	0.00%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	-33.00	33.00	0.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	0.00	42.22	-42.22	0.00%
58 - GRANT DISBURSEMENTS	5,000.00	0.00	5,000.00	100.00%	10,000.00	1,125.00	8,875.00	88.75%
Department 790 - SEDA Total:	45,582.33	26,973.69	18,608.64	40.82%	109,789.87	74,948.18	34,841.69	31.73%
Expense Total:	45,582.33	26,973.69	18,608.64	40.82%	109,789.87	74,948.18	34,841.69	31.73%
Total Revenues	45,258.26	50,452.82	5,194.56	11.48%	155,732.02	177,005.46	21,273.44	13.66%
Fund 79 Surplus (Deficit):	-324.07	23,479.13	23,803.20	7,345.08%	45,942.15	102,057.28	56,115.13	122.14%
Total Surplus (Deficit):	1,846,483.38	4,564,609.19	2,718,125.81	147.21%	2,119,317.15	6,168,679.85	4,049,362.70	191.07%

Fund Summary

Fund	2020-2021		2021-2022		Dec. Variance		YTD Variance	
	Dec. Activity	Dec. Activity	Dec. Activity	Dec. Activity	Favorable / (Unfavorable)	Variance %	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	1,705,106.07	4,076,258.85	2,371,152.78	139.06%	1,020,297.83	4,577,291.28	3,556,993.45	348.62%
02 - WATER AND WASTEWATE...	42,792.49	262,932.00	220,139.51	514.43%	892,604.84	1,176,173.63	283,568.79	31.77%
03 - SANITARY LANDFILL FUND	57,125.58	13,635.04	-43,490.54	-76.13%	134,414.35	84,133.77	-50,280.58	-37.41%
04 - AIRPORT FUND	7,122.11	6,902.79	-219.32	-3.08%	8,447.03	14,598.02	6,150.99	72.82%
05 - STORM WATER DRAINAGE...	8,513.60	79,978.16	71,464.56	839.42%	99,534.40	193,732.94	94,198.54	94.64%
07 - HOTEL OCCUPANCY TAX F...	-69,058.25	19,965.52	89,023.77	128.91%	-155,700.34	41,602.96	197,303.30	126.72%
08 - DEBT SERVICE FUND	100,959.15	95,239.46	-5,719.69	-5.67%	127,826.50	130,971.79	3,145.29	2.46%
10 - CAPITAL PROJECTS FUND	-6,099.31	-14,801.80	-8,702.49	-142.68%	-56,129.98	-154,811.69	-98,681.71	-175.81%
11 - CHILD SAFETY FUND	74.22	203.22	129.00	173.81%	890.57	825.84	-64.73	-7.27%
12 - COURT TECHNOLOGY FU...	266.25	814.73	548.48	206.00%	1,168.86	2,098.08	929.22	79.50%
13 - PUBLIC SAFETY FUND	5.54	2.09	-3.45	-62.27%	20.94	5.95	-14.99	-71.59%
79 - SEDA	-324.07	23,479.13	23,803.20	7,345.08%	45,942.15	102,057.28	56,115.13	122.14%
Total Surplus (Deficit):	1,846,483.38	4,564,609.19	2,718,125.81	147.21%	2,119,317.15	6,168,679.85	4,049,362.70	191.07%



**Quarterly Investment Report
For the Quarter Ending
December 31, 2021**

City of Stephenville, Texas
Quarterly Investment Report
December 31, 2021
Portfolio Summary Management Report

<i>Portfolio as of September 30, 2021:</i>		<i>Portfolio as of December 31, 2021:</i>	
Beginning Book Value	\$ 45,313,838	Ending Book Value	\$ 50,932,536
Beginning Market Value	\$ 45,313,838	Ending Market Value	\$ 50,932,536
		Total Income for Quarter	\$ 3,236
		Change in Book Value	\$ 5,618,698
		Change in Market Value	\$ 5,618,698
		Net Change in Value	\$ -

Average Yield to Maturity for period - Total 0.04%
Average Yield to Maturity for period - Non-Demand 0.05%
3 Month Treasury Average October - December 2021 0.05%

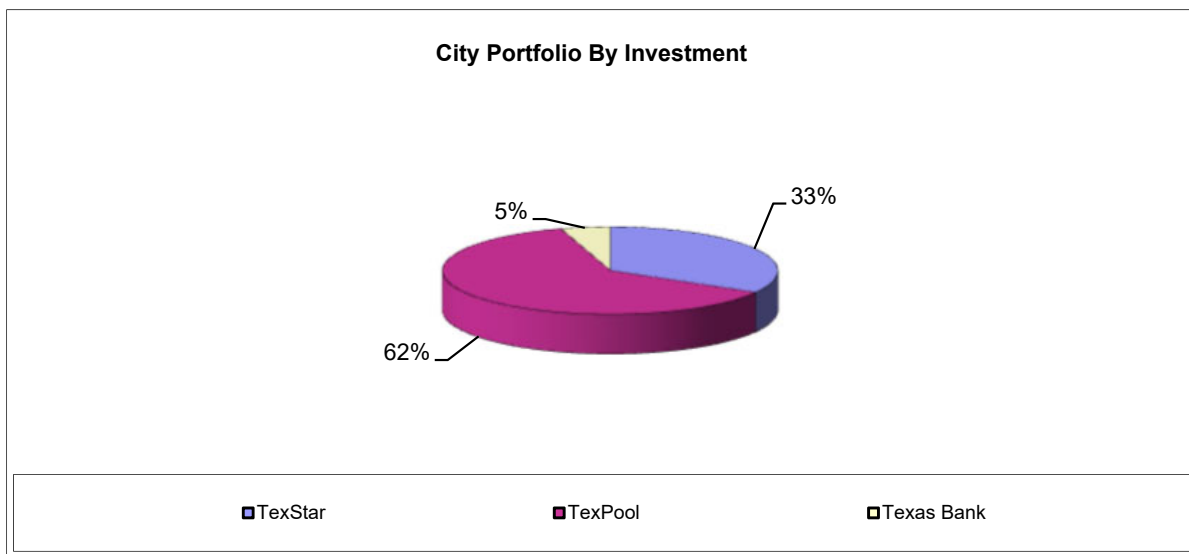
Monica D. Harris
Monica D. Harris, CPA
Director of Finance and Administration
City of Stephenville

City of Stephenville, TX
Investment Report
12/31/2021

Purchase Date	Maturity Date	CUSIP	Investment Type	Par Amount	Coupon	Purchase Price	Purchase Yield	Beginning Book Value	Interest Earned October 2021	Interest Earned November 2021	Interest Earned December 2021	Interest Earned for the Quarter	Ending Book Value	Earnings YTD	Market Price	Market Value
<u>Pooled Cash</u>																
12/31/2021	1/1/2022	N/A	Demand	2,199,347.04	0.040%	100.000	0.040%	2,199,347.04	31.64	46.31	74.87	152.82	2,199,347.04	152.82	100.0000	2,199,347.04
Sub Total				2,199,347.04				2,199,347.04	31.64	46.31	74.87	152.82	2,199,347.04	152.82		2,199,347.04
<u>General Fund</u>																
12/31/2021	1/1/2022	N/A	Texpool	11,125,817.59	0.038%	100.000	0.038%	11,125,817.59	229.23	225.26	249.97	704.46	11,125,817.59	704.46	100.0000	11,125,817.59
12/31/2021	1/1/2022	N/A	TexSTAR	2,762,140.80	0.014%	100.000	0.014%	2,762,140.80	23.51	23.13	32.59	79.23	2,762,140.80	79.23	100.0000	2,762,140.80
Sub Total				13,887,958.39				13,887,958.39	252.74	248.39	282.56	783.69	13,887,958.39	783.69		13,887,958.39
<u>Enterprise</u>																
12/31/2021	1/1/2022	N/A	Texpool	7,295,528.15	0.038%	100.0000	0.038%	7,295,528.15	206.71	228.06	232.88	667.65	7,295,528.15	667.65	100.0000	7,295,528.15
12/31/2021	1/1/2022	N/A	Texpool	1,513,960.96	0.038%	100.0000	0.038%	1,513,960.96	42.74	45.89	48.34	136.97	1,513,960.96	136.97	100.0000	1,513,960.96
12/31/2021	1/1/2022	N/A	TexSTAR	1,771,198.46	0.014%	100.0000	0.014%	1,771,198.46	14.58	14.48	20.82	49.88	1,771,198.46	49.88	100.0000	1,771,198.46
12/31/2021	1/1/2022	N/A	TexSTAR	12,452,158.54	0.014%	100.0000	0.014%	12,452,158.54	106.07	104.40	146.79	357.26	12,452,158.54	357.26	100.0000	12,452,158.54
Sub Total				23,032,846.11				23,032,846.11	370.10	392.83	448.83	1,211.76	23,032,846.11	1,211.76		23,032,846.11
<u>Storm Drainage</u>																
12/31/2021	1/1/2022	N/A	Texpool	73,890.04	0.038%	100.0000	0.038%	73,890.04	2.21	2.37	2.39	6.97	73,890.04	6.97	100.0000	73,890.04
12/31/2021	1/1/2022	N/A	Texpool	93,488.66	0.038%	100.0000	0.038%	93,488.66	2.81	2.98	2.98	8.77	93,488.66	8.77	100.0000	93,488.66
Sub Total				167,378.70				167,378.70	5.02	5.35	5.37	15.74	167,378.70	15.74		167,378.70
<u>Hotel Occupancy Tax</u>																
12/31/2021	1/1/2022	N/A	Texpool	616,505.76	0.038%	100.0000	0.038%	616,505.76	15.52	17.96	19.67	53.15	616,505.76	53.15	100.0000	616,505.76
Sub Total				616,505.76				616,505.76	15.52	17.96	19.67	53.15	616,505.76	53.15		616,505.76
<u>Child Safety</u>																
12/31/2021	1/1/2022	N/A	Texpool	5,637.62	0.038%	100.0000	0.038%	5,637.62	0.14	0.30	0.27	0.71	5,637.62	0.71	100.0000	5,637.62
Sub Total				5,637.62				5,637.62	0.14	0.30	0.27	0.71	5,637.62	0.71		5,637.62
<u>Court Technology</u>																
12/31/2021	1/1/2022	N/A	Texpool	11,510.91	0.038%	100.0000	0.038%	11,510.91	0.31	0.30	0.31	0.92	11,510.91	0.92	100.0000	11,510.91
Sub Total				11,510.91				11,510.91	0.31	0.30	0.31	0.92	11,510.91	0.92		11,510.91
<u>Public Safety</u>																
12/31/2021	1/1/2022	N/A	Texpool	63,009.04	0.038%	100.0000	0.038%	63,009.04	1.85	2.01	2.09	5.95	63,009.04	5.95	100.0000	63,009.04
Sub Total				63,009.04				63,009.04	1.85	2.01	2.09	5.95	63,009.04	5.95		63,009.04
<u>SEDA</u>																
12/31/2021	1/1/2022	N/A	Texpool	1,110,701.84	0.038%	100.0000	0.038%	1,110,701.84	31.59	33.35	35.43	100.37	1,110,701.84	100.37	100.0000	1,110,701.84
Sub Total				1,110,701.84				1,110,701.84	31.59	33.35	35.43	100.37	1,110,701.84	100.37		1,110,701.84
<u>Debt Service</u>																
12/31/2021	1/1/2022	N/A	Demand	170,144.32	0.040%	100.0000	0.040%	170,144.32	1.15	2.08	3.54	6.77	170,144.32	6.77	100.0000	170,144.32
Sub Total				170,144.32				170,144.32	1.15	2.08	3.54	6.77	170,144.32	6.77		170,144.32
<u>Employee Benefit</u>																
12/31/2021	1/1/2022	N/A	Demand	55,563.25	0.040%	100.0000	0.030%	55,563.25	1.25	1.74	1.82	4.81	55,563.25	4.81	100.0000	55,563.25
Sub Total				55,563.25				55,563.25	1.25	1.74	1.82	4.81	55,563.25	4.81		55,563.25
<u>Capital Projects</u>																
12/31/2021	1/1/2022	N/A	Texpool	9,611,932.81	0.038%	100.0000	0.038%	9,611,932.81	291.24	301.87	306.64	899.75	9,611,932.81	899.75	100.0000	9,611,932.81
Sub Total				9,611,932.81				9,611,932.81	291.24	301.87	306.64	899.75	9,611,932.81	899.75		9,611,932.81
Grand Total				50,932,535.79				50,932,535.79	1,002.55	1,052.49	1,181.40	3,236.44	50,932,535.79	3,236.44		50,932,535.79

**City of Stephenville
Investment Diversification
For Month Ending December 31, 2021**

Investments	Par Value	Market Value	% of Portfolio	Avg Yield
TexStar	16,985,497.80	16,985,497.80	33.35%	0.01%
TexPool	31,521,983.38	31,521,983.38	61.89%	0.04%
Texas Bank	2,425,054.61	2,425,054.61	4.76%	0.04%
	50,932,535.79	50,932,535.79	100.00%	



City of Stephenville, TX
Consolidated Yield Worksheet
 October-December 2021

<u>October</u>	<u>Average Monthly Balance</u>	<u>Net Monthly Earnings</u>	<u>Average Monthly Rate</u>
Demand - Operating	1,451,854.29	31.64	0.03%
Demand - Others	107,722.03	2.40	0.03%
Texpool	27,416,171.67	824.35	0.04%
TexSTAR	16,985,011.43	144.16	0.01%
<i>Totals for October</i>	45,960,759.42	1,002.55	0.03%
<u>November</u>			
Demand - Operating	1,579,610.55	46.31	0.03%
Demand - Others	125,999.11	3.82	0.03%
Texpool	27,529,848.22	860.35	0.04%
TexSTAR	16,985,155.59	142.01	0.01%
<i>Totals for November</i>	46,220,613.47	1,052.49	0.03%
<u>December</u>			
Demand - Operating	2,133,963.50	74.87	0.04%
Demand - Others	150,277.07	5.36	0.04%
Texpool	28,464,954.45	900.97	0.04%
TexSTAR	16,985,297.60	200.20	0.14%
<i>Totals for December</i>	47,734,492.62	1,181.40	0.06%



REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, January 4, 2022 at 5:30 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, January 4, 2022 at 5:30 PM, in the Council Chambers at City Hall, 298 West Washington Street, for the purpose of a City Council Work Session, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

- Mayor Doug Svien
- Council Member LeAnn Durfey
- Council Member Justin Haschke
- Council Member Daron Trussell
- Council Member Brady Pendleton
- Council Member Ricky Thurman
- Council Member Alan Nix
- Council Member Gerald Cook
- Mayor Pro Tem Brandon Huckabee

COUNCIL ABSENT:

OTHERS ATTENDING:

- Allen Barnes, City Manager
- Randy Thomas, City Attorney
- Staci King, City Secretary

CALL TO ORDER

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

PLEDGES OF ALLEGIANCE

Council member Ricky Thurman let the Pledges of Allegiance to the United States and Texas flags.

INVOCATION

Ed Dittfurth, Cornerstone Assembly, let the invocation.

PRESENTATIONS AND RECOGNITIONS

1. Recognition of the Stephenville Yellow Jackets Football Team - 2021 UIL 4A Division 1 State Champions
MOTION by Justin Haschke, second by LeAnn Durfey to approve Resolution No. 2022-R-01. MOTION CARRIED by unanimous vote.

Mayor Svien thanked head coach Sterling Doty for his great work with the young men of the Yellowjacket Football team. He stated that he remembered when Coach Doty was a member of a championship team himself, and he was proud of Doty's accomplishments.

Coach Doty praised the players for their hard work and dedication. He also recognized his coaching staff for their exceptional efforts toward bringing home Stephenville's sixth state championship football title. He thanked Stephenville, the "City of Champions", for their support and stated that Stephenville now has 11 high school state championships to their name. He stated that he knew this group of young men would go on to become great fathers, great leaders, and great community members.

CITIZENS GENERAL DISCUSSION

No one came forward to address the council.

REGULAR AGENDA

2. PUBLIC HEARING

The City Council of the City of Stephenville is Considering the Voluntary Annexation of a Property in Response to a Petition Requesting Annexation by Area Landowners for a Tract of Land, being 5.339 Acres out of A804 of the Williams Survey, said Property Being Parcel No. R77375, Located at 0 N US 281 in Erath County, Texas

Allen Barnes, City Manager, briefed the council on the request for voluntary annexation.

Mayor Svien opened the public hearing.

No one came forward to speak in favor of or opposition to the annexation.

Mayor Svien closed the public hearing.

2. Consider Approval of an Ordinance Annexing 5.339 Acres out of A804 of the Williams Survey, Erath County, Texas, said Property Being Parcel No. R77375, Located at 0 N US 281

MOTION by Ricky Thurman, second by Brandon Huckabee, to approve Ordinance No. 2022-O-01, Annexing 5.339 acres out of A804 of the Williams Survey and assigning said property the zoning classification of Industrial District (I). MOTION CARRIED by unanimous vote.

3. Consider Acceptance of a Request for Proposal for Construction of a New Senior Citizen Center

Jan Smith addressed the council and spoke in support of the construction of a new Senior Center.

MOTION by Daron Trussell, second by Justin Haschke, to approve the proposal for construction of a new senior center. MOTION CARRIED by unanimous vote.

MOTION TO AMEND by Justin Haschke, second by Daron Trussell, to approve the addition of space for use as council chambers. MOTION CARRIED by unanimous vote.

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

5. PUBLIC HEARING

Case No.: RZ2021-019 and RP2021-008

Applicant is Requesting a Rezone of the Property Located at 940 Harbin Drive, Parcel No. R30440, being Block 144, Lot 3 of the City Addition of the City of Stephenville, Erath County, Texas, from Single Family Residential District (R-1) to Integrated Housing District (R-2.5), with a Simultaneous Replat as Allowed by City of Stephenville Code of Ordinances, Section 155.4.03

Steve Killen, Director of Development Services, briefed the council on the case. On December 15, 2021, the Planning and Zoning Commission voted 4-3 to recommend denial of the rezone.

Mayor Svien opened the public hearing.

Those speaking in favor of the rezone:

Moumin Quazi, applicant.

Those speaking in opposition to the rezone:

Darla Fent, 960 Lydia

Bill Leaverton, 950 N. Harbin

Keneth Carlton, 920 Lydia

Mike Scott, 1131 N. Lydia

Debbie Dorris, 1111 Lydia

Brent Billings, 970 Lydia

Mayor Svien closed the public hearing.

6. **Consider Approval of an Ordinance Rezoning the Property Located at 940 Harbin Drive, Parcel No. R30440, being Block 144, Lot 3 of the City Addition of the City of Stephenville, Erath County, Texas, from Single Family Residential District (R-1) to Integrated Housing District (R-2.5), with a Simultaneous Replat as Allowed by City of Stephenville Code of Ordinances, Section 155.4.03**

MOTION by Brady Pendleton, second by Daron Trussell, to deny the rezone. MOTION CARRIED by unanimous vote.

FINANCIAL REPORTS

Monica Harris, Director of Finance

7. Monthly Budget Report for the Period Ending November 30, 2021

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

In reviewing the financial statements ending November 30, 2021, the financial indicators are as or better than anticipated.

Property Tax - We received \$447K in property taxes in the month of November, resulting in \$243K or 36.98% increase over funds collected last fiscal year to date. The amount collected is 13.27% of budget, which is 4.5% more than anticipated.

Sales Tax - We received \$816K in sales tax in November, resulting in \$188K or 14.24% more than the funds collected last fiscal year to date. The amount collected is 20.63% of the \$7.3 million budgeted, which is 2.81% higher than anticipated.

Revenue (Budgetary comparison) - The target budget for operating revenue is \$4.2 million. We received \$5.3 million in revenue fiscal year to date, resulting in \$1.1 million over the target budget due to property taxes, sales taxes, service charges, and other income.

Expenditures (Budgetary comparison) - The target budget for operating expenditures is \$4.2 million. We expended \$3.4 million fiscal year to date, resulting in \$800K under the target budget.

Revenue (Prior year comparison) - Operating revenue received last year was \$4.2 million as compared to the current year's \$5.3 million, resulting in a \$1.16 million increase due to property tax, sales taxes, franchise taxes, hotel occupancy taxes, service charges, and other income.

Expenditures (Prior year comparison) - Operating expenditures last year were \$3.7 million as compared to the current year's \$3.4 million, resulting in a \$340K decrease, of which \$260K relates to repair of the public safety building in the prior year.

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director, updated the council on SEDA's goals for the upcoming year, as well as developing projects.

CONSENT AGENDA

8. **Approve Minutes - December 7, 2021 Regular City Council Meeting**
9. **Approve Memorandum of Understanding Amendment No.1 with TSU for Stormwater Drainage Improvements**
10. **Approve Sale of City Property via Auction**
11. **Approve Membership in The Interlocal Purchasing System (TIPS)**

MOTION by Justin Haschke, second by Brady Pendleton, to approve the consent agenda as presented.

COMMENTS BY CITY MANAGER

Council Work Session - Thursday, January 13

Council Committee Meetings - Tuesday, January 18

Filing Period for a Place on the May 7, 2022 General Election Ballot

Wednesday, January 19 - Friday, February 18

COMMENTS BY COUNCIL MEMBERS

All members congratulated the Yellowjacket football team, coaching staff, and support organizations.

LeAnn Durfey, expressed her sympathies to the Gilbert and Gandy families, and expressed her appreciation for the contributions they made to this community.

Justin Haschke congratulated the participants of the Erath County Junior Livestock Show.

Daron Trussell thanked those that showed up to give their input on matters before the council.

Ricky Thurman wished everyone a happy new year; it will be a year of projects and exciting changes.

Alan Nix also thanked those who participated in the meeting. He said he wished there was more participation from the public so that those elected to represent the people could ensure their voices were heard.

Gerald Cook stated that while the Yellowjacket win was exciting, the best part was seeing thousands of people in AT&T Stadium cheering on the football team. He expressed his pleasure in the ability to build a new center for the senior citizens.

Brandon Huckabee commended the council, staff, and Senior Center Advisory board for making the dream of a new facility come to life.

Doug Svien stated that January 4 is "World Braille Day," which brings awareness to those who are visually impaired.

ADJOURN

The meeting was adjourned at 6:46 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



CITY COUNCIL WORK SESSION

City Hall at City Limits, 1907 E. Washington, Stephenville, Texas
Thursday, January 13, 2022 at 12:00 PM

MINUTES

The City Council of the City of Stephenville, Texas, convened on Thursday, January 13, 2022 at City Hall at City Limits, 1907 E. Washington, Stephenville, Texas, for the purpose of a City Council Work Session with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

- Mayor Doug Svien (arrived at 2:30 p.m.)
- Council Member LeAnn Durfey
- Council Member Justin Haschke (left at 1:50 p.m.)
- Council Member Daron Trussell
- Council Member Brady Pendleton (left at 1:20 p.m.)
- Council Member Ricky Thurman
- Council Member Alan Nix
- Council Member Gerald Cook
- Mayor Pro Tem Brandon Huckabee

COUNCIL ABSENT:

OTHERS ATTENDING:

- Allen Barnes, City Manager
- Staci King, City Secretary

CALL TO ORDER

Mayor Pro Tem Huckabee called the meeting to order at 12:13 p.m.

DISCUSSION ITEMS

1. **Public Improvement Districts**
David Pettit and Natalie Moore, David Pettit Economic Development, LLC, gave a presentation on Public Improvement Districts (PIDs).
2. **Capital Construction Projects and Funding Mechanisms**
Discussion was held on project priority and funding. No action taken.

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:

3. **Section 551.071 Consultation with Attorney - Pending or Contemplated Litigation - Daquan Combs and Michael Harvey v. Benjamin Kirklen and City of Stephenville**
Mayor Svien called the meeting into executive session at 2:47 p.m.

The meeting was called back to regular session at 2:55 p.m. No action was taken.

ADJOURN

The meeting was adjourned at 2:55 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary



SPECIAL CITY COUNCIL MEETING

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

MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, January 18, 2022, in the City Hall Council Chambers for the purpose of a Special City Council Meeting with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

COUNCIL PRESENT:

- Mayor Doug Svien
- Council Member LeAnn Durfey
- Council Member Justin Haschke (via Zoom)
- Council Member Daron Trussell (via Zoom)
- Council Member Brady Pendleton
- Council Member Ricky Thurman
- Council Member Alan Nix
- Council Member Gerald Cook
- Council Member Brandon Huckabee

COUNCIL ABSENT:

OTHERS ATTENDING:

- Allen Barnes, City Manager
- Staci King, City Secretary

CALL TO ORDER

Mayor Svien called the meeting to order at 7:00 p.m.

REGULAR AGENDA

1. Consider Approval of a Memorandum of Understanding with Erath County for the Operation of the 2021 Vaccination Center

Allen Barnes, City Manager, explained to council that this memorandum of understanding is a formalized, written agreement for the operation of the vaccination center in 2021. This document is required by FEMA for expense reimbursement.

MOTION by Ricky Thurman, second by Brandon Huckabee, to approve the Memorandum of Understanding with Erath County. MOTION CARRIED by unanimous vote.

2. Consider the Removal of a Member of the Planning and Zoning Commission

MOTION by Gerald Cook, second by LeAnn Durfey, to remove Cory Jenkins as Alternate 2 on the Planning and Zoning Commission. MOTION CARRIED by unanimous vote.

3. Consider Appointments to Vacancies on Citizen Boards and Commissions

MOTION by Gerald Cook, second by Alan Nix, to make the following appointments:

Sonia Olvera – Tourism and Visitors Bureau Advisory Board – Hotel Representative

Darren Carpenter – Main Street Advisory Board

MOTION CARRIED by unanimous vote.

4. Consider Approval of Expenditure of Funds for Repairs at Splashville

MOTION by Brady Pendleton, second by Alan Nix to approve the expenditure of funds for repairs at Splashville. MOTION CARRIED by unanimous vote.

ADJOURN

The meeting was adjourned at 7:18 p.m.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between **CITY OF STEPHENVILLE, TX**, (hereinafter referred to as “Customer”) located at 298 W Washington St., Stephenville, TX 76401 and **L3HARRIS TECHNOLOGIES, INC.** (hereinafter referred to as “L3Harris”), a Delaware corporation, acting through its Communication Systems Segment located at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 (collectively referred to as the “Parties”). This Agreement shall begin on the Commencement Date and shall continue for a fourteen (14) year period (“Term”) through the Expiration Date.

This Agreement, along with its sections and attachments listed below, describes the terms and conditions for purchase of Services by Customer as described in this Agreement or other document(s) attached to and made part of this Agreement. In the event of any inconsistencies or conflicts within this Agreement, precedence shall be given to the documents in the order in which they are listed:

SECTION I	SCOPE
SECTION II	SERVICES
SECTION III	GENERAL TERMS AND CONDITIONS
SECTION IV	DEFINITIONS
ATTACHMENT A	EQUIPMENT LIST
ATTACHMENT B	SERVICE DESCRIPTIONS
ATTACHMENT C	CRITICAL SPARES LIST
ATTACHMENT D	POINT OF CONTACT AND NOTICE
ATTACHMENT E	DETAILED BREAK OUT OF ANNUAL SUPPORT FEES

I. SCOPE

1. This Agreement contains the terms and conditions for Customer’s purchase and L3Harris’ delivery of the Services. L3Harris shall provide the Services described in this Agreement, including its attachments. L3Harris’ obligations under this Agreement may be performed by L3Harris, its agents, representatives, subcontractors, or any combination thereof, at L3Harris’ discretion. In addition to the General Terms and Conditions, the Service Descriptions included in Attachment B may contain terms and conditions specific to that particular Service.
2. At Customer’s request and upon L3Harris’ approval, L3Harris may also provide Demand Services for additional support beyond the Services.
3. The Services are defined within this Agreement and are limited to only those Services in Section II. (“Services”) and further described in Attachment B (“Service Descriptions”). All Services provided under this Agreement are only applicable to the Equipment identified in Attachment A (“Equipment List”). Any Equipment not identified in the Equipment List is excluded from the Services.

II. SERVICES

Below sets forth the mutually agreed Services purchased by Customer.

SERVICES
Premium Technical Support
Security Update Management Services (SUMS+)
Software Managed Services (SMS)
SMS Installation*
Standard Repair Services
Annual Preventive Maintenance



SUMS+ Installation*
Planned Network Upgrades
On-Site Corrective Maintenance
Obsolescence Protection

TERM (Period of Performance)	ANNUAL SUPPORT FEES*
Year 1 (Warranty Covered in Base Price)	\$0
Year 2	\$51,297
Year 3	\$59,573
Year 4	\$52,967
Year 5	\$53,830
Year 6	\$62,661
Year 7	\$55,612
Year 8	\$57,648
Year 9	\$53,037
Year 10	\$53,998
Year 11	\$64,034
Year 12	\$55,985
Year 13	\$57,010
Year 14	\$59,329
Year 15	\$49,989
TOTAL ANNUAL SUPPORT FEES (YEARS 1-15)	\$786,971

*See detailed break out in Attachment E.
Invoicing Interval: Annually
Purchase Order Required <input type="checkbox"/> Yes* <input type="checkbox"/> No
*If a Purchase Order ("PO") is required by Customer, Customer must issue L3Harris a PO before the Commencement Date, otherwise L3Harris may invoice Customer without the issuance of a Customer PO.

III. GENERAL TERMS AND CONDITIONS

1. SUPPORT.

- a. Subject to the terms and conditions of this Agreement, L3Harris agrees to perform Services during the Term for the Support Fees, as may be amended from time to time in accordance with this Agreement. Services shall be provided for the Equipment at the Customer site(s) described in Attachment A ("Equipment List") and, unless agreed otherwise in writing, L3Harris shall not be obligated to provide Services for any products, equipment, hardware, software, site(s), or systems not identified in Attachment A ("Equipment List").



- b. L3Harris may supply new, used, reconditioned or substitute parts for the performance of Services. L3Harris shall provide Services at levels set forth in the manufacturer's product manuals and follow routine service procedures prescribed by L3Harris.
- c. If Customer purchases additional equipment from L3Harris, then that equipment must be added to the Equipment List by a mutually agreed upon Amendment to this Agreement for L3Harris to provide Services for that new equipment. The Amendment must also amend Section II. ("Services") to account for the cost of providing Services for the additional equipment.
- d. If Equipment cannot, in L3Harris' reasonable opinion, be properly or economically serviced for any reason, the Parties may agree upon a mutually agreed to Amendment to i) remove that Equipment from this Agreement or ii) modify the scope of Services related to that Equipment or iii) increase the price of providing Services for that Equipment.
- e. As a Demand Service, inspect and repair out of specification Equipment, as applicable, before the Services of this Agreement commence.

2. DEMAND SERVICES.

- a. **Demand Services Fees.** At Customer's request and upon L3Harris' approval, L3Harris may provide Demand Services for an additional fee. L3Harris shall provide a written quote for such Demand Services based upon the circumstances known at the time of the request and L3Harris shall perform such Demand Services only once the Parties have mutually agreed upon the scope and fees for such Demand Services.
- b. **Writing Required.** Any Demand Services that L3Harris agrees to perform shall be clearly defined in a properly executed Amendment to this Agreement, purchase order, or separate agreement between the Parties.
- c. **Emergency on Demand.** L3Harris may provide Demand Services in a manner not consistent with the requirements in this Section in an emergency, on a case-by-case basis, and at L3Harris' sole discretion.
- d. **Excluded Services.** If Customer requests L3Harris to provide any Excluded Services listed in this Agreement, such Excluded Services will be considered Demand Services and will only be provided in accordance with this Section.

3. CONDITIONS OF SERVICE.

L3Harris' obligations to perform the Services are conditioned upon the below conditions being met by Customer. Customer shall:

- a. ensure Equipment is in good working order as of the Commencement Date and continues as such during the Term. Customer shall ensure Equipment is maintained per the recommended manuals. In addition to the Support Fees, Customer shall pay for Demand Services for any inspections performed by L3Harris to ensure Equipment is in good working order.
- b. work together with L3Harris to establish and maintain an Equipment List which will include serial numbers, if applicable, of all Equipment under this Agreement.
- c. notify L3Harris, promptly, of any Equipment failure or when any Equipment is lost, damaged, stolen, or taken out of service. L3Harris will respond to Customer's notification in a manner consistent with the Services of this Agreement.



- d. obtain and maintain all necessary permits required by Federal, state, tribal, or local governmental authority related to the Equipment and Services of this Agreement and remain in compliance with all such laws, rules, and regulations.
- e. purchase any necessary Hardware or upgrades, at Customer's expense, that may be necessary for the Services.
- f. not modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3harris with such Software Update or unless the prior written consent of L3Harris is obtained.
- g. not create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- h. meet all General Customer Obligations and satisfy all Customer's requirements under this Agreement.

4. SITE ACCESS, RESPONSE TIMES.

- a. If applicable, Response Times described in this Agreement assume that the Equipment is accessible by normal transportation methods and vehicles. On-site Response Time requirements exclude site locations that may require extensive drive time due to traffic conditions or site locations where specialized vehicles are required.
- b. Waivers of liability from L3Harris or its subcontractors will not be imposed as a site access requirement.
- c. Unless otherwise stated in this Agreement, the Support Fees exclude any charges or expenses associated with helicopter, snow vehicle, ATV, boat, or other atypical access requirements; if these charges or expenses are reasonably incurred by L3Harris in rendering the Services, Customer agrees to reimburse L3Harris for those charges and expenses.
- d. Customer will be billed separately, as Demand Services, for time lost or changes in the Services due to any delay caused by Customer's action or inaction.

5. EXCLUDED SERVICES.

Only the Services in Section II. ("Services"), as further described in Attachment B ("Service Descriptions"), shall be provided. The Services shall not include exclusions defined in other parts of this Agreement. Unless purchased by Customer and listed as Services under Section II. Services of this Agreement, Excluded Services are the following services excluded from the Services of this Agreement:

- a. receiving Services for items not set out in Attachment A ("Equipment List") of this Agreement; or Equipment that has reached End of Life ("EOL") or End of Support ("EOS") or Equipment for which parts are not available.
- b. receiving Services at a location other than the site(s) or location(s) listed in Attachment A ("Equipment List") of this Agreement.
- c. correction of faults due to Customer's failure to meet its obligations outlined throughout this Agreement.
- d. correction of faults, defects, or damage caused by any of the following: i) Customer's modification, neglect, or misuse of the Equipment; ii) use other than in the normal, customary, intended, and authorized manner, or use not in compliance with applicable industry standards or OEM specifications ; iii) excessive wear and tear, abuse, vandalism,



theft or other criminal activity, accident, disaster, fire, flood, water, weather or environmental conditions, liquids, power surges, acts of God; iv) acts or omissions or delays by Customer or Third-Party; v) work performed on Equipment by Customer or Third-Parties who are not authorized by L3Harris to perform such work; or vi) force majeure event not otherwise described within this Section.

- e. correction of faults in any equipment (whether or not supplied by L3Harris) not covered by this Agreement.
- f. cleaning, painting, refinishing, or other cosmetic improvement of the Equipment.
- g. relocation or transportation of Equipment, or the rectification of any faults caused by such relocation or transportation, unless where such relocation or transportation of Equipment was performed by L3Harris as a Service under this Agreement or other properly executed agreement between the Parties.
- h. receiving any software unless expressly provided for as a Service under this Agreement.
- i. implementation of changes to the Equipment or configurations which were not a requirement of the specifications for the Equipment listed in this Agreement or otherwise committed to by L3Harris in a properly executed agreement between the Parties.
- j. correction of any fault which would be remedied by a software or routine maintenance or repair which is required by the specifications for the Equipment.
- k. service for accessory items or items that are consumed in the normal operation of the Equipment such as: batteries, uninterruptable power supplies (“UPS”), belt attached objects such as clips and holsters, battery chargers, personal audio interfaces such as footswitches or ear pieces, headsets, keypads, fuses, knobs, lanyards, or labels.
- l. services for custom or special products; modified Equipment or software; upgrading or programming Equipment.
- m. repair or maintenance of any transmission path or transmission medium for voice or data radios including antennas, dishes, masts, tower top amplifiers, transmission lines, tower or tower lighting.
- n. tower climbs or services for i) any Equipment mounted on towers or telephone lines, ii) computer networks, iii) the internet, or iv) Equipment malfunction caused by a transmission medium.
- o. installation of software, Software Updates, or Security Updates unless such installation is L3Harris’ responsibility and falls within the defined Services of this Agreement. See SUMS+ Installation and/or SMS Installation, if applicable.
- p. receiving system configuration documents or system audit.
- q. training.
- r. hardware upgrades unless such hardware upgrades are L3Harris’ responsibility and falls within the defined Services of this Agreement. See Planned Network Upgrades and/or Obsolescence Protection, if applicable.
- s. additional services such as data backup, line sweeps, or taking readings or performing services beyond those listed in the Preventive Maintenance L3Harris Table, if applicable, or this Agreement.



- t. repairs at the Customer location. See On-Site Corrective Maintenance, if applicable. In the event L3Harris deems Equipment is capable of being repaired at the Customer location, L3Harris may do so in its reasonable discretion.
- u. initial installation or configuration of any software, or installation of multiple revisions of software to catch up to a more recent software release, or to roll back to a previous software release, or any configuration changes. Note, this installation or configuration is neither included in SUMS+, SMS, nor VIDA Secure Sentry Installation Services.
- v. software installation on Equipment unless targeted by the L3Harris Software Update or L3Harris Operating System Patch and as per the SUMS+ Installation, SMS Installation, and/or VIDA Secure Installation Service Descriptions, as applicable.

6. GENERAL CUSTOMER OBLIGATIONS.

Customer acknowledges that receipt of the Services and the amount of the Support Fee described in this Agreement are dependent on the prompt and proper performance of the Customer fulfilling the requirements under Conditions of Service and its obligations under this Agreement. Obligations require that Customer shall:

- a. ensure that all necessary clearances, escorts, ID cards, network access requirements including custom software or security credentials, or other requirements, have been provided to L3Harris, in advance of a L3Harris' technician(s)' visit, to allow prompt access to any Equipment requiring Services that may be located in a secured or limited access area under Customer's or Third-Party's control. Customer shall not restrict L3Harris access to the site(s) or prevent L3Harris from performing the Services under this Agreement on the basis that Customer does not have a L3Harris Certificate of Insurance ("COI") on file or in Customer's possession.
- b. provide L3Harris, at no charge, full and free access to the Equipment and an appropriate non-hazardous work environment located in the Equipment's physical location which should include, at a minimum, unlimited access, adequate shelter, heat, light, ventilation, electric current and outlets, and local wireless and telephone access for L3Harris' use in the Equipment's physical location.
- c. provide all information or services (including, but not limited to inventory/audits) under Customer's control relevant or pertaining to L3Harris' Services and/or pertaining to the Hardware and software elements of any system with which the Equipment is interfacing so that L3Harris may perform its Services.
- d. replace defective Equipment with a Critical Spare where required and promptly ship the defective Equipment to L3Harris in accordance with L3Harris' directions.
- e. ensure that the personnel responsible for carrying out the General Customer Obligations outlined in this Section are suitably qualified, authorized, trained and/or experienced.
- f. maintain a suitable environment for the operation and maintenance of the Equipment (including without limitation power supply, temperature and humidity control) in accordance with normal industry practices, and as set out in the published data sheets, manuals, or other written instructions for the Equipment.
- g. provide L3Harris with all cooperation to facilitate the efficient discharge of L3Harris' Services under this Agreement including, without limitation: i) providing the necessary



physical and virtual access to the site(s) and the Equipment; ii) ensuring the site(s) comply with all relevant health and safety codes; and iii) providing, on request, a suitably qualified or informed representative, agent, or employee to accompany L3Harris personnel and to advise L3Harris on access or on any other matter within the Customer's knowledge or control which will assist L3Harris in performing the Services under this Agreement.

- h. ensure systems backups (including all programs and data) and Equipment configuration records are kept up to date.
- i. install the Operating System Patches, as applicable under SUMS+, in the order of receipt and release from L3Harris. If Customer purchased SUMS+ Installation as part of the Services of this Agreement, L3Harris will install the Operating System Patches in accordance with the SUMS+ Installation Services of this Agreement.
- j. install the Software Update, as applicable, in accordance with the L3Harris provided Software Update installation instructions found within the Software Release Notes from L3Harris. If Customer purchased SMS Installation as part of the Services of this Agreement, L3Harris will install the L3Harris Software Updates in accordance with the SMS Installation Services of this Agreement.
- k. complete the Operating System Patches process on the target devices (e.g. rebooting the target devices) by following the instructions accompanying each Operating System Patches, as applicable under SUMS+.
- l. provide primary power source, PABX and PSTN connections or lines, radio frequency coverage performance after coverage verification test acceptance, suitable inter-site and inter node links, and further installation of the Equipment at the sites.
- m. provide secure and adequate facilities adjacent to or in reasonable proximity to the Equipment for the storage by L3Harris of tools and other items necessary to perform the Services. Customer shall permit L3Harris to have access to such storage facilities at all times.
- n. maintain confidentiality of any logon(s) and password(s) required to access Equipment or Services. Access to Tech-Link is only permitted for current Customer employees or contractors. Customer must manage and remove access rights for departing employees (for example by changing passwords) and L3Harris shall not be liable for any loss or damage incurred by Customer due to Customer's failure to comply with this clause.
- o. cooperate with L3Harris and perform all efforts that are necessary to enable L3Harris to provide the Services to Customer.
- p. ensure L3Harris can perform Services in a continuous effort.
- q. waive Services, without reimbursement, for Services when L3Harris does not have access to provide the Services or when L3Harris is unable to provide Services due to Customer's or Third-Party's action or inaction.
- r. provide L3Harris with at least two (2) Points of Contact, as described in Point of Contact Section of this Agreement.
- s. require at least one Point of Contact be available twenty-four (24) hours per day, seven (7) days per week with an escalation procedure to enable Customer's personnel to maintain contact, as needed, with L3Harris.
- t. perform and provide proof of performance of all routine and Preventive Maintenance and updates to software and Hardware as recommended in Equipment manuals unless such Preventive Maintenance is L3Harris' responsibility and falls within the defined Services



of this Agreement.

- u. provide L3Harris a response to Summary Reports within thirty (30) days of receipt.
- v. reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update, if Customer makes backup copies of any Software Update, and label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris.
- w. not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update, or unless the prior written consent of L3Harris is obtained.
- x. not, under any circumstances, create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- y. decide whether to install or not install Software Updates, Operating System Patches, and/or VIDA Secure Sentry, as applicable, based on the risks and benefits involved and waive all L3Harris liability for such decision.
- z. provide L3Harris or L3Harris subcontractor the Software Updates and/or Operating System Patches for installation, if applicable.
- aa. comply with the L3Harris schedule for the performance of Services.
- bb. keep Equipment current and compliant with all regulatory agencies' and manufacturers' agreements, manuals, and licenses.

7. SERVICE REQUEST PROCEDURE.

Customer shall:

- a. require their users report issues to a designated Customer's Point of Contact.
- b. require its Point of Contact to provide Notice to L3Harris when there is any activity or inactivity that impacts the system, Equipment, or Services including system configuration changes.
- c. provide the software and interface cables or allow L3Harris the time needed to acquire such items, as needed to perform the Services on the Equipment.
- d. compile Equipment into a central location before Services are provided, as directed by L3Harris.
- e. submit a Service Request as set out in this Section of this Agreement with additional descriptions in Attachment B ("Service Descriptions").
- f. immediately after making a Service Request for L3Harris support, provide L3Harris, where possible, with an example of the relevant defect or error.
- g. keep L3Harris fully informed with up to date Equipment, site(s), and configuration details for the Equipment, including without limitation Equipment serial numbers, locations, contact information, and site personnel qualified to submit a Service Request.
- h. have personnel with sufficient Equipment related training to be able to i) carry out basic operating system housekeeping, ii) work through complex procedures with remote guidance provided by L3Harris, and iii) carry out procedures as outlined by L3Harris within a reasonable time after such procedures have been received from L3Harris.
- i. provide a mutually agreed form of communications link for remote diagnostics and promptly grant access rights to L3Harris and its subcontractors when required.



- j. maintain and make available the required type and number of Customer owned and managed Critical Spares in accordance with this Agreement.
- k. approve or disapprove additional charges L3Harris estimates are required to perform repairs or replace the Equipment within five (5) business days from the date of the estimate. If Customer disapproves the additional charges, Customer shall pay a Diagnostic Fee.
- l. pay additional costs for Demand Services for additional efforts including Equipment aggregation management, delays in work, software or cable interface acquisition for non-L3Harris equipment, configuration or software changes, or repairs.

8. FEES AND PAYMENT TERMS.

- a. Customer shall pay the Support Fees for Services and the Demand Services Fees for Demand Services.
- b. L3Harris reserves the right to increase the Support Fees as Equipment is added or if Customer requests an increased level of service, or if there is any other variation requested by Customer to this Agreement.
- c. Except as expressly provided in this Agreement, L3Harris may revise its Support Fees at any time by giving Customer notice not less than ninety (90) days before the rate change, provided that the revised rates are mutually agreed upon in writing. If the revised rates are not mutually agreed upon by the Parties within the ninety (90) day Notice period, L3Harris may terminate this Agreement in accordance with Section III.9. (“Term and Termination”).
- d. Payment terms shall be net thirty (30) days from the date of invoice. Support Fees will be billed in advance and in accordance with Section II. (“Services”).
- e. All fees payable under this Agreement are exclusive of sales, use, value added, goods and services taxes, or any customs, import or export duties, and should any such fees arise, these shall be payable by Customer. Where appropriate, such taxes will be added to the invoice, billed as a separate item, to the extent possible, and paid by Customer unless Customer provides L3Harris with evidence of payment or certificate of exemption.
- f. To the fullest extent permissible by law, Customer waives its right of set-off. No payment is considered received until L3Harris has received cleared funds.
- g. If Customer is overdue with any payment then, without prejudice to any other right or remedy available to L3Harris; i) Customer shall be liable to pay interest on the overdue amount at the rate of one and one-half percent (1.5%) per complete month until L3Harris has received payment of the overdue amount together with interest that has accrued; and ii) L3Harris may suspend contractual performance and/or exercise a lien over Equipment and any items returned for repair or replacement until Customer has made such overdue payment in full.

9. TERM AND TERMINATION.

- a. The Term of this Agreement shall begin on the Commencement Date and shall continue through the Expiration Date as indicated in this Agreement.
- b. In the event of: i) Customer’s material breach because Customer fails to make any payment within thirty (30) days of the date of invoice, or ii) any other material breach of this Agreement by Customer which shall continue for thirty (30) or more days after Notice of such to Customer, L3Harris shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity and either: i) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or ii) terminate this Agreement by written Notice to Customer if the breach remains uncorrected.



- c. In the event of a material breach of this Agreement by L3Harris, Customer shall provide L3Harris with a reasonably detailed Notice of the breach. L3Harris will have thirty (30) days to provide a written plan to cure the default and begin implementing the cure plan immediately after the plan is approved by Customer. Customer shall not unreasonably disapprove of such cure plan. If L3Harris does not satisfy the requirements of this clause, Customer may terminate this Agreement effective upon giving a thirty (30) days' written Notice of termination.
- d. If L3Harris, in its sole discretion, provides Services after the termination or Expiration Date of this Agreement, the terms and conditions in effect at the time of the termination or Expiration Date will apply to those Services and Customer agrees to pay for such as Demand Services.
- e. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to L3Harris will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, L3Harris will have no further obligation to provide Services.

10. CRITICAL SPARES.

- a. L3Harris requires Customer to purchase and store at the site (or other location agreed in writing between the Parties) the Critical Spares set out in Attachment C (“Critical Spares List”), of this Agreement. From time to time L3Harris will require Customer to purchase and store at the site additional Critical Spares, as L3Harris considers necessary for effective delivery of the Services.
- b. L3Harris will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of Customer to comply with the previous clause regarding the Critical Spares.

11. SPARE PARTS, SUBSTITUTION, END OF PRODUCTION.

- a. If Spare Parts are required to obtain Services, Customer shall be responsible for the purchase of Spare Parts in addition to the Customer’s Critical Spares. L3Harris may, at Customer’s request and in L3Harris’ sole discretion, assist Customer in determining an inventory of suggested Spare Parts.
- b. L3Harris will generally support provisioning of its Equipment for a period of five (5) years after final production. L3Harris will endeavor to provide six (6) months advance notification of the final production date. Advance notification may be provided by L3Harris through any manner L3Harris deems appropriate. This may include notification through a(n): end-of-life notice, customer mailing, Tech-Link notice, letter, memo, or Amendment. L3Harris will utilize commercially reasonable efforts to assure its Equipment availability and shall not be liable to Customer for Equipment obsolescence or Equipment unavailability under this Agreement beyond L3Harris’ commercially reasonable efforts. L3Harris may replace or repair Equipment with new or substitute products or parts, at its sole discretion, based on L3Harris’ business needs.
- c. Third-Party Equipment and Third-Party Support Agreements (relative to the Third-Party Hardware) will be supported in accordance with the individual manufacturer’s provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Spare Parts, Third-Party Equipment, and/or Third-Party Support Agreements are available for sale to Customer (at Customer’s expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Spare Parts and Third-



Party Equipment obsolescence or Third-Party Spare Parts and Third-Party Equipment and/or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris' commercially reasonable efforts.

- d. At Customer's request, L3Harris shall provide to Customer an estimate of all charges for any required Third-Party Support Agreements; replacement parts or replacement equipment of any Spare Part or Equipment that has become obsolete or unavailable.

12. CONFIDENTIALITY.

- a. Nothing in this Agreement shall affect any related non-disclosure agreement between the Parties or other contractual obligations of confidentiality, which will continue in full force and effect and will apply to the subject matter of this Agreement. Customer shall not disclose Confidential Information to any Third-Party disclosed by L3Harris under or in relation to this Agreement.
- b. Each Party undertakes not to (and to procure that its employees and contractors will not) divulge the terms and conditions of this Agreement or any information of a confidential nature, including but not limited to Confidential Information, disclosed to it by the other, whether oral or written, and shall not use such information except as contemplated by this Agreement.
- c. The Party's obligations within this Section shall cease to apply to information which:
 - i. is or becomes part of the public domain without violation of this Agreement;
 - ii. is known and on record at the receiving Party before disclosure by the disclosing Party;
 - iii. is lawfully obtained by the receiving Party from a Third-Party without similar restrictions to those herein contained;
 - iv. is developed by the receiving Party completely independently of any such disclosure by the disclosing Party;
 - v. is required to be disclosed by competent government or regulatory agencies, court or stock exchange provided, however, that the receiving Party shall notify the disclosing Party as soon as lawfully and practically possible of the requirement to make such a disclosure.

13. HEALTH, SAFETY, AND OTHER LAWS/REGULATIONS.

- a. Each Party shall comply with all relevant Health and Safety laws and regulations in all respects in relation to its obligations under this Agreement (including without limitation a safe working environment and methods of working), and each Party shall indemnify the other Party in respect of all costs, liabilities, damages or expenses incurred as a result of any failure to do so. In the event a work site or Equipment location is determined by L3Harris to pose a safety or health threat, L3Harris may cancel or suspend the Services without penalty and until threat no longer exists.
- b. L3Harris will comply with applicable Federal, State, and local laws and regulations as of the date of this Agreement which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, Services provided, and the manufacture in L3Harris' facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment and Services will be equitably adjusted to compensate L3Harris for the cost of compliance with laws or regulations related to this Agreement.



14. EXCLUSIVITY.

- a. Customer shall only permit maintenance, repairs, additions, adjustments, or alterations to Equipment by a Third-Party with the prior written consent of L3Harris.
- b. In the event Customer effects maintenance, repairs, additions, adjustments, or alterations to the Equipment, Customer represents, warrants and agrees to use only L3Harris approved parts and procedures as directed by L3Harris for the operation of the Equipment. Note that the Customer makes such maintenance, repairs, additions, adjustments, or alternations at its own risk and such actions may cause Services to such Equipment to be excluded.

15. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS.

- a. All patents, trademarks, service marks, or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, specifications, drawings, technical information, know-how and rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world (“IPR”) arising under this Agreement, except to the extent that they comprise or incorporate IPR supplied by Customer, shall, as between the Parties, vest in and be owned by L3Harris absolutely and Customer shall acquire no right, title, or interest therein.
- b. Any computer program, firmware, or other software forming part of the Equipment or supplied by L3Harris to Customer pursuant to this Agreement shall remain the exclusive property of L3Harris (or its licensee) and such software shall, unless otherwise agreed in writing, be licensed to Customer under the license terms applicable to the Equipment, software, or systems to which they relate.
- c. Unless otherwise indicated, information provided to Customer via Tech-Link is copyrighted by and proprietary to L3Harris and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use, or otherwise used in whole or in part in any manner without L3Harris' prior written consent.
- d. All Software Updates and Security Updates shall be made available to Customer Point of Contact. In addition, each Software Update shall contain at least one (1) set of Software Release Notes. In the event any software media incurs damage while being made available from L3Harris to Customer Point of Contact, then L3Harris shall provide replacements to Customer at no additional charge.
- e. Customer agrees that if it makes any backup copies of any Software Update supplied by L3Harris, Customer will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update and will label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris. Nothing herein grants Customer any right to sublicense any software included in a Designated System or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.
- f. Customer agrees not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update or unless the prior written consent of L3Harris is obtained. Under no circumstance shall Customer create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.



- g. Third-Party Software and Third-Party Support Agreements (relative to the Third-Party Software) will be supported in accordance with the individual manufacturer’s provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Software and Third-Party Support Agreements are available for sale to Customer (at Customer’s expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Software obsolescence or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris’ commercially reasonable efforts. At Customer’s request, L3Harris shall provide to Customer an estimate of all charges for any required (and if available) Third-Party Support Agreements or Software of any Software that has become obsolete or unavailable.
- h. Nothing herein grants Customer any right to sublicense any software included as part of the Equipment or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.

16. FORCE MAJEURE.

L3Harris shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to a Force Majeure Event as defined in this Agreement. In the event such delays or failures interrupt L3Harris’ Services to Customer, L3Harris shall promptly notify Customer of the circumstances and the anticipated delay. Subject to L3Harris promptly notifying Customer in writing of the reason for and likely duration of the delay, the performance of L3Harris’ obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists provided that L3Harris shall use all reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within ninety (90) days of that Notice the Customer may at any time thereafter, but in any event before resumption of obligations by L3Harris, by Notice terminate the affected portion of this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained shall be construed to constitute the Parties hereto as partners or joint ventures or the agent of the other Party in any sense of these terms whatsoever, and no Party may act for or bind another Party in any dealings with a Third-Party.

18. DISPUTES.

The Parties shall attempt to resolve in good faith any disputes arising under or in relation to or in connection with this Agreement or its subject matter. If good faith negotiations between the Parties fail to resolve the dispute then, before issuing court proceedings, the Parties shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts.

19. JURISDICTION.

The construction, validity, and performance of this Agreement shall be governed and interpreted by the laws of the Commonwealth of Virginia, excluding its rules pertaining to conflict of laws. Customer consents to the personal jurisdiction of the state and federal courts within the Commonwealth of Virginia. Venue for any legal proceedings shall be in any state or federal court in the Commonwealth of Virginia, and the Parties waive all objections based on venue or forum non conveniens with respect to this Agreement.



20. WAIVER OF JURY.

By entering into this Agreement, L3Harris and Customer hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

21. POINT OF CONTACT.

- a. Customer shall appoint two or more individuals to each be a Point of Contact who will interface between the Customer and its employees and L3Harris.
- b. Customer shall ensure each Point of Contact is an individual with sufficient technical expertise to be able to interact knowledgeably with L3Harris' technical support personnel.
- c. Names; contact information; and areas of specialty, if applicable, for each Point of Contact will be provided by Customer and attached as Attachment D ("Point of Contact and Notice"), to this Agreement.
- d. Customer shall provide Notice to L3Harris of any changes to Point of Contact information and shall submit a new Attachment D ("Point of Contact and Notice") within ten (10) business days of any significant modifications.

22. NOTICE.

Notices between the Parties shall be transmitted in writing by certified mail nationally recognized overnight courier service to the Parties at the addresses set forth in Attachment D ("Point of Contact and Notice") of this Agreement and shall be deemed effective upon receipt by the receiving Party. Either Party may change its address by giving Notice in writing thereof to the other Party.

23. WARRANTY.

- a. Any warranty provided outside this Agreement will take precedence for Equipment covered by such a warranty.
- b. SERVICE WARRANTY. ALL SERVICES PROVIDED THROUGH THIS AGREEMENT SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, L3HARRIS HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT OR ACCURACY, (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED TO NINETY (90) DAYS.
- c. CUSTOMER REMEDY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY UNDER THIS AGREEMENT SHALL BE, AT L3HARRIS' OPTION, RE-PERFORMANCE OF THE SERVICES, TERMINATION OF THIS AGREEMENT, REMOVAL OF THE AFFECTED EQUIPMENT FROM THE EQUIPMENT LIST, REPLACEMENT OF THE EQUIPMENT AT ISSUE, AS APPLICABLE, CESSATION OR MODIFICATION OF THE APPLICABLE SERVICES AND RETURN OF THE PORTION OF THE SUPPORT FEES PAID TO L3HARRIS BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.
- d. REPAIR WARRANTY. ANY REPAIRED OR REPLACEMENT EQUIPMENT FURNISHED THROUGH SERVICES OF THIS AGREEMENT SHALL BE



WARRANTED FOR THE REMAINING AND UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PERIOD FOR THAT PART OR EQUIPMENT, OR NINETY (90) DAYS, WHICHEVER IS GREATER. ANY ORIGINAL WARRANTY PERIOD SHALL NOT BE EXTENDED. WHERE A FAILURE CANNOT BE CORRECTED BY L3HARRIS THROUGH COMMERCIALY REASONABLE EFFORTS, L3HARRIS WILL REFUND TO BUYER THE FEES PAID FOR THE REPAIRED OR REPLACED EQUIPMENT LESS DEPRECIATION.

- e. L3HARRIS MAY REPLACE OR REPAIR EQUIPMENT WITH NEW OR SUBSTITUTE PRODUCTS OR PARTS, AT ITS SOLE DISCRETION, BASED ON L3HARRIS' BUSINESS NEEDS.

24. LIMITATION OF LIABILITY.

- a. Nothing in this Agreement shall limit L3Harris' or its suppliers, agents, subcontractors, representatives' liability for personal injury or death caused by its negligence.
- b. L3Harris' liability to Customer or to any Third-Party arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort (including, without limitation, negligence) or otherwise shall be limited to the greater of i) amounts paid or payable by Customer to L3Harris for the applicable Services during the six (6) months preceding the event or circumstances giving rise to such liability or ii) one hundred thousand (\$100,000) US dollars. The liability of L3Harris shall be cumulative and not per incident.
- c. Subject to the exceptions set forth in this Section, in no event shall L3Harris or its suppliers, agents, subcontractors, representatives be liable for any incidental, special, punitive or consequential damages, lost profits or lost or damaged data, or any indirect damages, whether arising in contract, tort (including negligence) or otherwise even if such losses or damages were foreseen, foreseeable, known or otherwise.

25. COVERAGE, INTERFERENCE, AND THIRD-PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon L3Harris unless reduced to a writing signed by an authorized representative of L3Harris and made a part of this Agreement. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of L3Harris such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. L3Harris cannot be responsible for interference or disruption of Services caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Customer's expense) of corrective devices adapted for locations and installations. L3Harris may, at Customer's request and at Demand Services, investigate interference reported by Customer, and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Customer utilizes facilities or services supplied by others such as common carrier services or shared services, L3Harris shall have no responsibility for the availability or adequacy of any such facilities or services.

26. INSURANCE.

L3Harris shall obtain and at all times during the Term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State(s) in which Customer's facilities are located, with



liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary and evidenced by a Certificate of Insurance (“COI”), upon Customer’s request.

27. SUBCONTRACTORS.

- a. L3Harris may subcontract Services in whole or in part. Should any subcontractor fail to perform, or their work otherwise proves unsatisfactory by L3Harris, L3Harris will arrange for continuing Services or Demand Services by qualified technicians for the duration of this Agreement.
- b. L3Harris shall not be liable for any work performed by a subcontractor, unless such subcontractor is performing work under L3Harris’ direction and pursuant to a mutually executed agreement between L3Harris and the Customer.
- c. During the Term of this Agreement and continuing for a period of two (2) years after, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any Third-Party, any employee of L3Harris, or its subcontractors without the prior written authorization of L3Harris. This condition applies only to those employees of L3Harris or its subcontractors who are responsible for rendering Services under this Agreement. Customer shall not, however, be prohibited from employing any such person who contacts Customer on his or her own initiative and without any direct solicitation.

28. GENERAL.

- a. The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of such provision and shall in no way affect the right later to enforce the terms and conditions. All waivers must be provided in writing by the Party waiving their rights under this Agreement.
- b. This Agreement cannot be amended, modified or any provisions waived orally. The Parties must execute an Amendment for any changes, amendments, or modifications to be effective.
- c. If any part or parts of this Agreement are held illegal, invalid, or unenforceable by any court or administrative body of competent jurisdiction, such determination shall not affect the legality, validity, or enforceability of the remaining parts of this Agreement which shall remain in full force and effect. Where available, the Parties shall use commercially reasonable efforts to agree upon a new stipulation resembling the invalid one in commercial purpose and effect.
- d. This Agreement may not be assigned by either Party without the consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the immediately preceding sentence, L3Harris may: i) assign all its rights, obligations and liabilities under this Agreement to any subsidiary or parent company; or ii) assign its rights to monies due or payable under this Agreement; provided, that, L3Harris shall provide Customer with Notice of any such assignment. L3Harris’ assignment of monies due or payable under this Agreement will not relieve L3Harris of any obligations or responsibilities to Customer hereunder.

29. MERGER/ENTIRE AGREEMENT.

This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior implied, oral, or written communications between the



Parties. There are no conditions, understandings, agreements, representations or warranties expressed or implied, that are not specified herein.

IV. DEFINITIONS

1. **AMENDMENT.** Means a written order, signed by both Parties, that amends, modifies, or waives any terms and conditions and/or Services of this Agreement.
2. **BUSINESS HOURS.** Means the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday excluding, national, state, and local holidays. Local time and local holidays are based on where the Customer’s site(s) are located.
3. **COMMENCEMENT DATE.** Means the earlier to occur of either (a) the expiration of the Warranty Period or (b) twelve (12) months after Final System Acceptance on which the Term of this Agreement begins as outlined in this Agreement.
4. **CONFIDENTIAL INFORMATION.** Means all pricing, software, technical, and IPR, commercial, financial, proprietary, trade secret, or other information and materials concerning the business and affairs of L3Harris.
5. **CRITICAL SPARES.** Means the Spare Parts a Customer is required to have on site at all times, as described in this Agreement and listed in Attachment C (“Critical Spares List”).
6. **DEMAND SERVICES.** Means service requests beyond the scope of this Agreement. Demand Services may be performed for an additional cost, as determined by L3Harris. The installation, maintenance, repair, removal, reinstallation, and/or replacement of equipment not associated with the Services as defined in this Agreement shall be considered Demand Services. L3Harris has the right to reasonably refuse to provide Demand Services. Work performed outside of Business Hours may be considered Demand Services. Time lost or changes in the Services due to any delay caused by Customer’s action or inaction may be considered Demand Services.
7. **DESIGNATED SYSTEM(S).** Means the L3Harris system(s) purchased by Customer and identified in Equipment List. The Designated System does not include excluded products or other systems to which the Designated System may be linked.
8. **DIAGNOSTIC FEE.** Means the fee that is charged if Customer disapproves charges to repair and/or replace Equipment upon L3Harris’ determination for repair or replacement of Equipment, as per applicable service in Attachment B (“Service Description”). L3Harris will charge Customer a Diagnostic Fee based on the repair facility used and return the unrepaired Equipment to Customer.
9. **EMERGENCY CALLS.** Means calls received by L3Harris from Customer for Priority Technical Support (PTS) or Preferred Technical Support, as applicable, because of the Designated System being partially or completely off the air.
10. **EQUIPMENT.** Means the Hardware, Platform, software, and Designated System(s), for which Services are to be provided under this Agreement as identified exclusively and expressly outlined in the Equipment List attached to this Agreement as Attachment A (“Equipment List”).
11. **EXCLUDED SERVICES.** Means the services specifically excluded in this Agreement as outlined within the Excluded Services of this Agreement, or other exclusions defined additionally in other parts of this Agreement.
12. **EXPIRATION DATE.** Means the date on which the Agreement expires fifteen (15) years after the Commencement Date.



13. **FINAL SYSTEM ACCEPTANCE** has the meaning ascribed to it in Section 13 of the System Purchase Agreement between the City of Granbury and L3Harris Technologies, Inc., dated April 23, 2021.
14. **FORCE MAJEURE EVENT.** Means any event or circumstance or combination of events or circumstances that: i) is beyond the reasonable control of the affected Party; ii) could not have been mitigated, avoided, or prevented through the exercise of reasonable care and precautions; and iii) materially and adversely affects the performance by such Party of all or a part of its obligations under or pursuant to this Agreement. Force Majeure Events include but are not limited to acts of God, acts of government, war (declared or undeclared), insurrection, acts of terrorism, fires, severe weather, floods, earthquakes, epidemics, pandemics, quarantines, strikes, labor disputes, blackouts, embargoes, natural disaster, emergency conditions incompatible with safety or good quality workmanship, invasion, armed conflict or act of foreign enemy, blockade, revolution, rebellion, riot, civil commotion, sabotage; radioactive contamination or ionizing radiation; labor or material shortages that could not have been reasonably foreseen; any changes in law, including changes in tax laws; any lightning, hurricane, drought, tsunami, monsoon, tempest, storm, cyclone, volcano, mudslide, typhoon, tornado, or other unusually severe weather or act of nature; explosion or chemical contamination; any blight, famine, plague; any transportation accidents; suspension of flight operations due to inclement weather; delays of suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both L3Harris and its supplier, or any similar unforeseen event that renders performance commercially implausible.
15. **HARDWARE.** Means, collectively, the Terminals and Infrastructure Hardware.
16. **INFRASTRUCTURE.** Means the i) Radio Frequency (RF) site (consisting of only a duplexer, combiner, multicoupler, channels, Internet Protocol (IP) channel routers with interface cards, Network Sentry, Unified Audio Card (UAC), and Mini-Mobility Exchange (MME); ii) the dispatch site (consisting of only IP consoles, IP console switches, IP console routers, IP console internal interface cards, and IP console power supplies; or iii) VIDA Core equipment (consisting of only the VIDA Core IP server, storage array, IP router, backup device, firewall, fault management data collection device, and network management pc interface). Infrastructure and respective quantities are specifically itemized in the Equipment List.
17. **INFRASTRUCTURE HARDWARE.** Means the equipment, goods, and materials for the Infrastructure.
18. **L3HARRIS LICENSED PROGRAMS.** Means all L3Harris software programs and associated documentation nonexclusively licensed to Customer by L3Harris for use solely with the Designated System(s).
19. **NON-L3HARRIS INFRASTRUCTURE.** Non L3Harris Infrastructure may comprise of the following: microwave or data transport system components (such as microwave, fiber, multiplexors, and routers), logging recorders, timing receiving or generation systems, towers, tower top amplifiers, shelters, fences, landscaping, dehydrators, fuel tanks, alternating or direct current power systems (uninterruptible power supply (UPS), bi-directional amplifiers (BDAs), monitors, inverters, converters, generators, or feeds), heating ventilation air conditioning (HVAC), fire suppression, and/or other environmental monitoring or affecting systems. Non-L3Harris Infrastructure and respective quantities for which Services will be provided are specifically itemized in the Equipment List.
20. **ON-SITE CORRECTIVE MAINTENANCE.** Means investigation of a Customer-reported problem at Customer's location after remote diagnostics are made and repair or replacement of Equipment, if necessary, using Customer purchased Spare Parts.



21. **OPERATING SYSTEM PATCHES.** Means modifications made by vendors of Third-Party Software Products to address issues or provide Security Updates.
22. **OPERATING SYSTEM PATCH DISTRIBUTION.** Means providing Operating System Patches to which the Customer is entitled under this Agreement for the Security Update Management Service (SUMS+), if applicable.
23. **PLATFORM.** Means the Infrastructure Hardware in combination with the operating system.
24. **POINT OF CONTACT.** Means the person(s) identified in this Agreement., as designated by the Customer. The Point of Contact will be the primary interface between Customer’s employees and L3Harris.
25. **PREVENTIVE MAINTENANCE.** Means tests, checks, and alignment on Customer’s Equipment to ensure that the Equipment meets the specifications of each Equipment’s manual.
26. **RESPONSE TIMES.** Means the expected timeframe for L3Harris to respond to an unscheduled system problem or outage event as described in the applicable Attachment B (“Service Descriptions”).
27. **SECURITY TECHNICAL IMPLEMENTATION GUIDE (STIG).** Means a methodology for standardized secure installation and maintenance of computer software and hardware.
28. **SECURITY UPDATES.** Means updates to software meant to mitigate, address and/or resolve product security vulnerabilities in system components offered by L3Harris. These updates include Vendor Patches and/or Vendor Work-Arounds. Third-Party Software Product remediations and security policy updates provided by VIDA Secure Sentry, as applicable.
29. **SECURITY UPDATE DISTRIBUTION.** Means providing Security Updates to which the Customer is entitled under this Agreement and the VIDA Secure Sentry Installation, as applicable.
30. **SERVICE(S).** Means Services to be provided by L3Harris, as identified and limited in the Section I. (“Scope”), Section II. (“Services”), and more specifically described in Attachment B (“Service Descriptions”), to be performed on Equipment identified on the Equipment List, as applicable.
31. **SOFTWARE RELEASE NOTES.** Means a set of notes provided by L3Harris detailing the contents of the Software Update or Operating System Patches, as applicable, and providing installation instructions, as applicable.
32. **SOFTWARE UPDATES.** Means L3Harris provided Software Updates for L3Harris Licensed Programs available for corrections, modifications, or minor enhancements to software for Equipment under this Agreement, including enhancements and/or corrections to existing features for the Equipment.
33. **SPARE PART(S).** Means additional parts required to complete repairs of the Equipment.
34. **SUMMARY REPORT.** Means communication to indicate action taken in a report to be provided to Customer within the frequency and intervals, and as exemplified under the applicable Attachment B (“Service Descriptions”) for Services, or in another format as determined by L3Harris.
35. **SUPPORT FEES.** Means the amounts listed in Section II. (“Services”) in USD.
36. **SYSTEM ADMINISTRATION.** Means maintaining the Unified Administration System (UAS) database of radio terminals authorized to operate on Customer’s system by adding, deleting, and/or modifying radio terminals from UAS and initiate radio terminal Disable/Enable commands as necessary, and as requested by Customer.
37. **SYSTEM RELEASE.** Means a specific combination of Platform, software, and operating system.



- 38. **TAC.** Means the L3Harris Technical Assistance Center.
- 39. **TECH-LINK.** Means the technical information section of L3Harris’ web site. Access is restricted to authorized subscribers via a user ID and password login.
- 40. **TERMINALS.** Means mobile radios, portable radios, control stations, vehicle repeaters, or back up dispatch radios that consist of mobile or portable radios as their prime radio transmitter. Terminals and respective quantities are specifically itemized in the Equipment List.
- 41. **THIRD-PARTY(IES).** Means any entity other than L3Harris that provides products or services to Customer, whether managed by or processed through L3Harris.
- 42. **THIRD-PARTY SOFTWARE PRODUCTS.** Means software owned by a party other than L3Harris excluding Original Equipment Manufacturer software licensed by L3Harris to Customer as part of the software.
- 43. **THIRD-PARTY SUPPORT AGREEMENT(S).** Means Third-Party agreements provided by Third-Party to provide technical support for their Third-Party products whether hardware or software. These Third-Party Support Agreements allow for installation of Operating System Patches within the Designated System and are required in order for Customer to receive SUMS+, SMS, and VIDA Secure Sentry services, as applicable.
- 44. **VENDOR PATCHES.** Means software patches provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.
- 45. **VENDOR WORK-AROUNDS.** Means configuration and/or procedural changes provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.
- 46. **WARRANTY PERIOD** has the meaning ascribed to it in the System Purchase Agreement between the City of Stephenville and L3Harris Technologies, Inc., dated [REDACTED].

Intending to be bound hereby, the Parties hereto have caused this Agreement to be executed, as of the latest date below, by the Parties’ duly authorized representatives.

L3HARRIS TECHNOLOGIES, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
EQUIPMENT LIST

The Services will apply for the following Equipment:

INFRASTRUCTURE

QTY	LOCATION	DESCRIPTION
3	Hood	RF sites, 4-channel, 700 MHz P25 Simulcast Trunking system (SR10A.7)
6	Hood	Symphony Consoles
6	Hood	Backup Radio at Dispatch
4	Hood	MPLS Routers

Part #	Description	Spares Qty
VIDA Core and RF Site Spares		
VS-CU9J	MODULE, PATHWAY ANALOG GATEWAY	1
VS-PS3W	POWER SUPPLY,AC, PATHWAY	1
VS-CR1H	ROUTER,NOKIA,7705,SAR-8	1
CM-027501-100060	NOKIA - SFP GIGE BASE-T RJ45 COPPER	1
SAMD8F	POWER SUPPLY, AC, VIDA EDGE	1
MASA-NMD6G	Oscillator,10MHz Ref,120/230VAC,6 Port	1
VS-CR1V	ROUTER,ISR,C1111-4P	1
VS-CU9A	SWITCH,SMARTNET,C1000FE-24T-4G-L	1
SAMD8E	SITE MANAGER, VIDA EDGE	1
MASV-700M1-A	STATION,MASTR V,P25T,700 MHZ	1
SV-AW5L-A	POWER AMPLIFIER,LINEAR,700 MHZ	1
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1
EA-555012-001	Ethernet Switch Module,MASTR V	1
SV-PM1C	Processor,Baseband Module,MASTR V	1
MASV-NZN8S	Fan Tray,MASTR V	1
SV-CG2U	MULTICOUPLER,7/800MHZ,6MHZ,AC,8CH	1
A33-1002-001	TX FILTER,700MHZ,AC,WITH POWER MONITOR	1
E75-0298-001	TOWER TOP AMPLIFIER, 799-816 MHZ	1
VS-CU7Z	MODULE,NIM 4PORT LAYER2 GE	1

ATTACHMENT B
SERVICE DESCRIPTIONS

I. PREMIUM TECHNICAL SUPPORT (PTS)

1. Service Description. Provides technical assistance to answer questions and help resolve issues. Provides support renewals for Third-Party software licenses as needed to provide the Services, and support renewals for server and networking equipment used in the Designated System.
2. Service Request. Customer's Point of Contact shall follow Section III.7 ("Service Request Procedure"), and specifically call L3Harris' Technical Assistance Center (TAC) at 1-800-528-7711 or email PSPC_TAC@L3Harris.com.
3. Levels of Technical Assistance Support:
 - a. Level 1 First Line Support. Means telephone helpdesk or answer center receiving Customer's inbound Service Requests via phone, web forms, or email. L3Harris service representatives log, categorize, prioritize, and route incidents reported by Customers and can implement basic, documented break-fix tasks.
 - b. Level 2 Second Line Support. Means troubleshooting of Service Requests via L3Harris documented processes and workflows and maintaining a Run-Book which is used to record Service Requests, resolutions, and assists in collaborating with any other support or dependency groups in case the incident has linkage to other support personnel or outside vendors.
 - c. Level 3 Third Line Support. Means detailed troubleshooting of Service Requests by L3Harris technical experts who resolve issues that are typically difficult or subtle; participate in management, prioritization, minor enhancements, break fix activities, problem management, stability analysis; subject matter experts in technology platforms. If a fix involves a major enhancement or a development, the problem is transferred to L3Harris engineering. L3Harris engineers may require root or administrator access to the Designated System.
 - d. Level 4 Product and Vendor Support. Means direct support by L3Harris or vendor product architects, engineers, software developers, or hardware designers. The Service Request escalation process may involve product bugs, detailed configuration requirements, or other expert level guidance. Level 4 support is subject to the limitations of Third-Party Support Agreements and as indicated under the General Terms and Conditions section of this Agreement.
4. L3Harris Responsibilities:
 - a. Provide Customer with 24x7x365 Level 1 First Line Support through Level 4 Product and Vendor Support for resolving issues with the Equipment.
 - b. Respond to non-Emergency Calls within two (2) hours from the time of Service Request
 - c. Respond to Emergency Calls within one (1) hour from the time of Service Request.
 - d. Provide Customer with access to Tech-Link.
 - e. Manage Third-Party Equipment and software subscription services and licenses to ensure Customer can receive, as applicable, Security Updates, Operating System Patches, Level 3 Third Line Support, and Level 4 Product and Vendor Support for Third-Party Equipment and its software as included in the Equipment List. Subject to the limitations of Third-Party Support Agreements and as indicated under the General Terms and Conditions section of this Agreement, this includes the purchase of Third-Party software subscription renewals and software licenses when necessary to provide the Services. Additionally, this includes the purchase of support renewals for server and networking equipment used in the Designated System.



- f. Provides new versions of Third-Party software applications as part of Premium Technical Support (PTS) when installation of Software Updates requires a new version of Third-Party software application.
- g. Coordination with On-site support services, as necessary. On-site support services are not included in Premium Technical Support but may be purchased by the Customer as Demand Services.

II. SECURITY UPDATE MANAGEMENT SERVICES (SUMS+)

1. Service Description. Provides periodic Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities.
2. Service Request. No Service Request is needed. L3Harris shall notify Customer when Operating System Patches are available. For additional SUMS+ related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
3. L3Harris Responsibilities:
 - a. Provide periodic Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities. Operating System Patches will contain at least one (1) set of Software Release Notes. Operating System Patches will include patches for the Third-Party operating systems used in the Infrastructure.
 - i. Operating System Patches Upon Enrollment. As determined by a system configuration baseline and documentation audit performed by L3Harris, L3Harris shall provide to Customer the Operating System Patches required, if any, to bring the L3Harris Operating System Patches within the Designated System(s) up to L3Harris current levels. This excludes updates to new versions of Third-Party Software Products. New versions of Third-Party Software Products are included as part of PTS Service Description. Customer will be required to have current license, services, and/or support agreement(s) with Third-Party vendor(s) which allow for installation of Operating System Patches within the Designated System. L3Harris shall assist Customer in obtaining necessary Third-Party Support Agreements through PTS. Any additional cost to secure these Third-Party Support Agreements is the sole responsibility of the Customer.
 - ii. Subsequent Operating System Patches. During the Term, L3Harris shall provide Operating System Patches to Customer for Third-Party operating system software included in the Designated System.
 - b. Monitoring. L3Harris uses reasonable efforts to monitor pertinent governmental, vendor, independent sources, and open source information databases to identify vulnerabilities and subsequent resolutions applicable to Third-Party operating systems used by the Designated System(s). L3Harris shall identify and document latest known system vulnerabilities and compliance issues discovered and provide a status and recommendations report via Tech-Link.
 - c. Operating System Patches Pretest. Operating System Patches are tested on dedicated security verification test systems to ensure proper system operation prior to general release.
 - d. Delivery. Operating System Patches shall be provided to the Customer Point of Contact.
 - i. Operating System Patches are electronically distributed to target devices via a client-server application running within the Designated System(s). This application provides the full scheduling capabilities should an application restart or server reboot be necessary to complete the update process.
 - ii. Telephone support is available through TAC, with respect to the installation of Operating System Patches.
 - iii. On-site support for installation is not included in SUMS+ but may be purchased by the Customer. See SUMS+ Installation.



4. **Limitations.** Operating System Patches provided by L3Harris are limited to L3Harris' current and current minus one System Release levels, therefore, Customer may be required to purchase and install, at Customer's expense, additional or upgraded Hardware or software in order to take full advantage of Operating System Patches. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS TO PROVIDE OPERATING SYSTEM PATCHES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.
5. **Customer Delegation.** Customer hereby delegates, grants, and assigns to L3Harris, acting as the Customer's agent, all approval rights relating to the selection of Operating System Patches. All approvals given to Third-Party vendors by L3Harris shall be deemed as being granted by the Customer.

III. SOFTWARE MANAGED SERVICES (SMS)

1. **Service Description.** Provides periodic Software Updates to L3Harris Licensed Programs.
2. **Service Request.** No Service Request is needed. L3Harris shall notify Customer when SMS are available. For additional SMS related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
3. **L3Harris Responsibilities:**
 - a. Deliver Software Updates electronically to Customer's Point of Contact and make available for download by Customer unless Customer requests and it is mutually agreed to provide the Software Update in another format. Hardware purchases or upgrades, at Customer's expense, may be necessary for Customer to fully implement the Software Updates.
 - b. Provide at least one (1) set of Software Release Notes.
 - c. Provide replacements to Customer at no additional charge, for any software media that incurs damage during shipment.
 - d. Make available system level release documentation, prior to the general release of a major System Release by L3Harris for L3Harris Licensed Programs, announcing the impending release, and detailing its contents and impact, if any, on any other L3Harris Hardware or software components.
4. **Compatibility with Hardware.** Customer acknowledges that Software Updates may not operate on older hardware. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.
5. **System Configuration Baseline and Documentation Update.** As part of the initial enrollment process, L3Harris may deem it necessary to conduct a system audit of the Designated System(s) to be covered under this Agreement. If said audit is required, audit will be conducted and used to verify Customer's first-year SMS fee and to determine the System Release levels for L3 Harris Licensed Programs contained within the Designated System at the time of enrollment, together with any Hardware updates necessary to accommodate Software Updates. Customer may incur additional costs for modifications or updates required to initiate the SMS.
6. **Installation Phone Support.** Customer may use TAC telephone support with respect to the installation of Software Updates.
7. **Tech-Link.** Customer, through the Customer Point of Contact, will have access to Tech-Link via a user ID and password authorization to access release documentation and downloadable distribution media.
8. **Services Not Included.** Unless Obsolescence Protection and/or Planned Network Upgrade, as applicable, are purchased by Customer (See Section II. Services, of this Agreement), Hardware upgrades, are not included within the scope of this Agreement.
 - a. If a Software Update requires a corresponding Hardware change, Customer will be required to separately purchase the compatible Hardware to fully install and utilize the Software



Update. L3Harris will endeavor to notify Customer in advance of any Hardware changes needed to implement a Software Update, via the system-level release documentation or other reasonable method of communication from L3Harris.

- b. The installation of Software Updates may require a new version of one or more Third-Party software applications which new versions of Third-Party software applications are not included as part of SMS.

IV. SMS INSTALLATION

- 1. Service Description. Manages the installation of SMS Software Updates on a biennial basis.
- 2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager, identified in Attachment D (“Point of Contact and Notice”).
- 3. L3Harris Responsibilities:
 - a. Install the L3Harris Software Updates once every twenty-four (24) months during the Term of this Agreement.
 - b. Provide Customer with a Business Hours installation schedule and approximate Equipment out of service periods (if any).
 - c. Provide labor (during Business Hours) for SMS installation per L3Harris Licensed Software Update installation process.
 - d. Provide Customer with a Summary Report as part of the installation of SMS Software Updates as exemplified below, or another format as determined by L3Harris:

WO No.	Date	Task	Description of Software Package	Completion Date
123456	7/4/2021	Software Update received.	Loaded new software per release notes.	7/4/2021

- 4. Exclusions:
 - a. This SMS Installation Service does not include upgrade or update efforts requiring network engineering, design engineering, configuration engineering, system engineering, program management, or full software installation or software implementation or major system upgrades requiring component or hardware updates or upgrade. Not included in Software Updates are system updates from any previously released software update. Upon request for these updates, software installation services, or any services requiring network engineering, design engineering, configuration engineering, system engineering, or program management services, L3Harris will provide a detailed quote for Customer to purchase separately.

V. STANDARD REPAIR SERVICES

- 1. Service Description. Provides factory/depot repair services for the Equipment.
- 2. Service Request.
 - a. Customer’s Point of Contact shall initiate a Return Material Authorization (“RMA”) request for repair services through the online portal at L3Harris.com or by calling L3Harris at 1-800-368-3277.
 - b. A Return Material Authorization (“RMA”) will be provided to Customer within two (2) business days from the date of receipt of Customer’s RMA request.
 - c. Customer shall follow the instructions listed on the RMA. Customer shall ship, at Customer expense, the Equipment to the address specified in the RMA. Customer shall include a copy of the RMA form inside the box, and clearly display the RMA number on the outside of the box containing the Equipment.
 - d. Customer shall pack Equipment adequately to prevent damages during transit and bear the risk of damage during transit. Equipment damaged during transit will be returned to



Customer un-repaired and may incur a Diagnostic Fee. If Customer wants multiple items listed on a single RMA to be returned together, Customer must specifically request a complete shipment from L3Harris.

- 3. Schedule for Standard Repairs.
 - a. Standard repairs will be completed in approximately ten (10) business days for L3Harris Equipment, and approximately thirty (30) business days for Third-Party Equipment from the date of receipt of the Equipment.
 - b. If Customer wants the Equipment repaired sooner than the estimated dates within this Section, the Customer must contact L3Harris for additional options which may result in additional charges.
- 4. L3Harris Responsibilities:
 - a. Notify Customer if any Equipment, received from Customer, appears damaged during shipment or is missing.
 - b. Verify the Equipment received against Customer submitted RMA.
 - c. Perform a visual inspection and operational check on Equipment to determine nature of the problem and repairs required.
 - d. Make the required repairs and test the functionality of the repaired Equipment or manage the repair through the Third-Party manufacturer, if applicable.
 - e. Package, ship, and return the repaired Equipment to Customer, at L3Harris' expense, as the Equipment is repaired.
 - f. Provide a Summary Report similar to the example below, or another format as determined by L3Harris:

WO No.	Date	Problem	Resolution	Resolution Date
123456	7/4/2021	No card communication.	Corrupt software. Reloaded. Passed communication tests.	7/4/2021

- g. Ship multiple Equipment listed on a single RMA together only if Customer specifically requests complete shipment.
 - h. Pack outbound shipments properly and bear the responsibility for damage that occurs prior to delivery to Customer.
- 5. Customer Verification. At Customer's expense, Customer shall reinstall and validate operation of repaired Equipment.
- 6. Non-Standard Repair.
 - a. L3Harris may determine, in its sole discretion that the repair of Equipment is not within the scope of Services of this Agreement. This may be due to the unavailability of parts, equipment or part obsolescence; or because the services needed are Excluded Services, as described in Section III. 5 ("Excluded Services");
 - b. If L3Harris determines, for the reasons set forth above, that Equipment is not within the scope of this Agreement, L3Harris shall determine and provide to Customer an estimate of additional time required and either i) all additional charges required to perform repairs or ii) the cost to replace the Equipment.
 - c. If Customer approves the additional charges, the repaired or replacement Equipment shall be shipped to Customer. If Customer disapproves the additional charges, L3Harris will charge a Diagnostic Fee and return the unrepaired Equipment to Customer.

VI. ANNUAL PREVENTIVE MAINTENANCE

- 1. Service Description. Includes regularly scheduled tests, checks, and routine alignments of the Infrastructure Equipment. Inspect, clean, and tune-up L3Harris portable and mobile Terminals to FCC specifications.
- 2. Service Request. To initiate this Service, Customer's Point of Contact shall follow Section III.7



- 3. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
- 4. L3Harris Responsibilities:
 - a. Provide Customer with a Preventive Maintenance Business Hours schedule and approximate Equipment outage times (if any).
 - b. Perform Preventive Maintenance on the Equipment based on L3Harris’ best practices and in accordance with the Preventive Maintenance Table(s).
 - c. Provide Customer with a Summary Report in the format shown in the Table(s) below, or another format as determined by L3Harris.

INFRASTRUCTURE PREVENTIVE MAINTENANCE TABLE

Technician _____

Date _____

	PREVENTIVE MAINTENANCE (IF APPLICABLE & AS NECESSARY)	PERIOD	PASS FAIL	
GENERAL	Check RF, data and audio cable condition	Annual		
	Check general alarm status, troubleshoot and investigate any found alarm conditions	Annual		
	Check condition of punch blocks	Annual		
	Perform a general talkgroup test	Annual		
	Perform a multisite test	Annual		
	Perform an individual call test	Annual		
MASTR V BASE STATION (Manual MM-017079-001)	Check simulcast timing, adjust	Annual		
	Check transmitter RF power output doesn’t exceed station authorization	Annual		
	Check transmitter frequency stability is within correct ppm of specification	Annual		
	Check modulation deviation is within correct kHz of specification	Annual		
	Check Receiver BER	Annual		
	Verify alarm functionality	Annual		
	Check call processing, each channel	Annual		
	Clean physical filters	Annual		
	Inspect RF lines	Annual		
	Inspect audio and data cables for snug connection	Annual		
	Verify control channel operation and rolling	Annual		
	Perform power supply voltage checks	Annual		



	PREVENTIVE MAINTENANCE (IF APPLICABLE & AS NECESSARY)	PERIOD	PASS FAIL	
GPS RECEIVERS	Verify GPS sync	Annual		
	Verify alarm functionality	Annual		
	Verify battery functionality	Annual		
	Check power supply voltage	Annual		
NETWORK	Check and verify RNM alarms	Annual		
	Inspect Ethernet cables	Annual		
	Check MPLS router voltage	Annual		
	Check MPLS router cables	Annual		
	Check MPLS router alarms	Annual		
	Check dual CPU operation	Annual		
	Check servers for dust	Annual		
CONSOLES	Check console link to VNIC	Annual		
	Check RF, data and audio cable condition	Annual		
	Verify operation of touch screen monitor	Annual		
	Check and clean keyboard	Annual		
	Verify CD drive functional	Annual		
	Verify console basic call functionality	Annual		
	Check select and unselect speaker audio output for clarity	Annual		
CONSOLE ACCESSORIES	Check microphone, headset jacks, foot switches for condition and functionality	Annual		
CALL DIRECTOR	Check functionality	Annual		
ISSI	Check functionality	Annual		
	Check for alarms	Annual		
NSS	Verify high availability (HA) functionality	Annual		
	Check for alarms	Annual		
	Check servers for dust	Annual		
	Check servers are operating on most current software revision	Annual		
	Check BeOn functionality	Annual		
FIBER RING	Verify fiber ring switching functionality	Annual		
	Check condition of fiber cables	Annual		
	Check fiber connection unit for alarms	Annual		



VII. SUMS+ INSTALLATION

1. Service Description. Manages the installation of SUMS+ Operating System Patches on a periodic basis.
2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
3. L3Harris Responsibilities:
 - a. Install the Operating System Patches.
 - b. Provide Customer with a Business Hours installation schedule and approximate Equipment out of service periods (if any).
 - c. Provide labor (during Business Hours) to install SUMS+ Operating System Patches.
 - d. Provide Customer with a Summary Report in the format shown below, or another format as determined by L3Harris:

WO No.	Date	Task	Description	Completion Date
123456	7/4/2021	Operating System Patches received.	Loaded new Operating System Patches per release notes.	7/4/2021

4. Exclusions:
 - a. This SUMS+ Installation Service does not include upgrade or update efforts requiring network engineering, design engineering, configuration engineering, system engineering, program management, or full software installation or software implementation or major system upgrades requiring component or hardware updates or upgrade. Not included in Operating System Patches are system updates from any previously released Operating System Patches. Upon request for these updates, software installation services, or any services requiring network engineering, design engineering, configuration engineering, system engineering, or program management services, L3Harris will provide a detailed quote for Customer to purchase separately.

VIII. PLANNED NETWORK UPGRADES

1. Service Description: Provide, at set intervals, new Infrastructure Hardware required to update the Platform and bring the Equipment up to date and compatible with the current System Release.
2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
3. L3Harris Responsibilities:
 - a. Perform a system audit to determine if any system modifications have been made that impact L3Harris’ ability to perform the Planned Network Upgrade. Customer accepts that the L3Harris labor quoted may be increased if system modifications are found during the system audit. L3Harris will provide the Customer a written report of the audit findings and any changes to the Planned Network Upgrades labor quotes within fifteen (15) working days of the completion of the system audit.
 - b. Provide Hardware Updates for replacement for the following Equipment only, as necessary to maintain compatibility with the latest System Release. Equipment not listed below can be replaced but is not included in the Planned Network Upgrade and will be the basis of a change order addressing the scope and price needed to implement the proposed modifications to the Planned Network Upgrade:

QTY	PART #	DESCRIPTION
1	SAMD8E	SITE MANAGER, VIDA EDGE



QTY	PART #	DESCRIPTION
1	SAMD8F	POWER SUPPLY, AC, VIDA EDGE
2	VS-CR1H	ROUTER, NOKIA, 7705, SAR-8
4	VS-CR1V	ROUTER, ISR, C1111-4P
4	VSCU3H	SWITCH, CISCO 2960 PLUS
4	VS-CU8N	ALCATEL, SX, MULTIMODE, LC, SFP, FIBR, 550M

- c. Provide the following during Business Hours:
 - i. Create a plan for the Planned Network Upgrade that details schedule, technical procedure, service impacts, resources required, and Customer support and coordination responsibilities.
 - ii. Identify, to the extent possible, and make recommendations for any Equipment that is incompatible with the software versions being installed, and any known impacts to Third-Party equipment or applications installed by Customer.
 - iii. Identify additional equipment or services outside the scope of the Planned Network Upgrade and provide quote to the Customer, if applicable.
 - iv. Provide project management support to manage the Service of the Planned Network Upgrades.
 - v. Provide engineering labor to design, review, and implement the Planned Network Upgrades.
 - vi. Provide the required staging labor from the L3Harris factory and shipping to the Customer to perform the Planned Network Upgrades.
 - vii. Provide the required field installation technician labor to perform the Planned Network Upgrades.
- 4. Customer Responsibilities:
 - a. Comply with the L3Harris schedule to perform the Planned Network Upgrades.
 - b. Provide L3Harris with a Point of Contact that will coordinate with all impacted agencies for the Planned Network Upgrades, will Notify L3Harris when there is any activity that impacts the Equipment or Services.
 - c. Provide a system audit within six (6) months of the performance of the Planned Network Upgrades.
 - d. Receive and accept all Equipment upon shipment by L3Harris, store properly, and make available for use during the Planned Network Upgrades. Return all replaced Equipment to the L3Harris Lynchburg, VA facility, at Customer’s expense, within one hundred eighty (180) days after the Planned Network Upgrades Equipment is shipped to the Customer.
 - e. Perform all backups to be used by L3Harris during the Planned Network Upgrades.
 - f. Procure additional resources, at Customer’s expense, should the Planned Network Upgrades require resources other than those listed in or to provide functionality to devices beyond Planned Network Upgrades.
- 5. Additional Conditions and Exclusions:
 - a. Planned Network Upgrades only includes Services needed for L3Harris Equipment compatibility to the L3Harris Software Managed Services (SMS) Infrastructure within the 10X platform for the Equipment on the Equipment List that are one release from the current release, and does not include Services for defects not corrected by the SMS update, or virus prevention or attacks, or configuration changes not required by the change in Equipment, or improper or custom system configurations, use, hardware, software, or features. Additional hardware, software, permissions, coverage testing, as-builts or other change documentation, licenses, subscriptions, system features or functionality, or services required by or beyond this Planned Network Upgrades will be procured by the Customer, at Customer’s expense.



- b. Planned Network Upgrades does not include system expansions, frequency or configuration changes, changes from industry standards or certification bodies (such as P25, LTE, ISO, UL, 3GPP, etc.), or the addition of features or functionality that are not part of the base equipment upgrade as determined and delivered by L3Harris within the 10X Platform. Upon discontinuance of Planned Network Upgrades, no additional Hardware will be provided, and Customer will not be billed for any future years of Planned Network Upgrades.
- c. Only the Equipment listed on the Equipment List is covered by the Planned Network Upgrades Services, to avoid any doubt, the following items are expressly excluded from the Planned Network Upgrades: Terminals, Non L3Harris Infrastructure, civil equipment such as towers and shelters, RF equipment such as base stations, combiners, antennas, power equipment such as generators and UPS, console ancillary equipment such as furniture, speakers, headsets, monitors, footswitches and keyboards, NetClock telephone equipment, connectivity equipment such as microwave or fiber routers and switches, logging recorder server, logging SAN, and associated logging devices, and any batteries.

IX. ON-SITE CORRECTIVE MAINTENANCE

- 1. Service Description: Provides labor, during Business Hours, to troubleshoot, repair, and if necessary, remove and replace defective Equipment.
- 2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section II “Service Request Procedure,” and specifically call their Regional Service Manager, identified in attachment D (“Point of Contact and Notice”).
- 3. L3Harris Responsibilities:
 - a. On-Site Troubleshooting:
 - i. Dispatch personnel to investigate problem at Customer’s location after remote diagnostics are made.
 - ii. Perform pre-diagnostics to confirm malfunction.
 - b. Repair or replace of failed Equipment per L3Harris determination:
 - i. Repair, if repairable, and perform testing to verify proper operation.
 - ii. Replace, if replaceable, with Customer purchased Spare Part and perform testing to verify proper operation.
 - c. Ship failed Equipment to L3Harris or Third-Party Standard Repair Services (“Depot”) for repair:
 - i. Obtain a Return Material Authorization (“RMA”)
 - ii. Ship (at Harris’ expense) Equipment to the Depot.
 - iii. Manage and track repair status through the Depot process.
 - iv. Receive and bench diagnose (where possible) repaired Equipment to meet original specifications.
 - d. Return repaired Equipment:
 - i. Return repaired Equipment to original Customer location, install, and perform testing to verify proper operation.
 - ii. Return the repaired Equipment to the Spare Parts inventory, if a Spare Part was used.
 - e. Purchase the replacement of the failed Equipment when not repairable.

X. OBSOLESCENCE PROTECTION

- 1. Service Description. Provides, for these additional products (hardware updates), replacements for the following Equipment on the Equipment List, as purchased by Customer and as necessary:

QTY	PART #	DESCRIPTION
1	MANG-4DVUS	Chassis,4-Slot Interoperability Gateway
2	MANG-NAA3E	Module, DVU, UAC, Interoperability Gateway
2	MANG-NPS2J	Power Supply, AC, 4-Slot Gateway Chassis



QTY	PART #	DESCRIPTION
3	UD-ZM1E	Console, Bundle, Premier, Win10

2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
3. L3Harris Responsibilities:
 - a. Provide the following during Business Hours:
 - i. Review SMS update, release notes, and system data as needed to discuss with Customer.
 - ii. Complete an Obsolescence Protection plan, including software and Third-Party device impacts, Equipment requirements, replacement or modification plan of Equipment, L3Harris and Customer resources needed, installation plan, and potential impacts to the Designated System and its users.
 - iii. Identify additional equipment or services outside the scope of Obsolescence Protection and provide quote to the Customer, if applicable.
 - iv. Provide project management support to manage the Obsolescence Protection.
 - v. Provide engineering labor to design, review, and implement the Obsolescence Protection.
 - vi. Provide the required staging labor from the L3Harris factory and shipping to the Customer to perform the Obsolescence Protection.
 - vii. Provide the required field installation technician labor to perform the Obsolescence Protection.
 - viii. Determine when a SMS update is incapable of successfully operating on existing Customer Equipment, and when and how Equipment will be modified or replaced.
4. Customer Responsibilities:
 - a. Provide a system audit within six (6) months of the performance of the Obsolescence Protection.
 - b. Receive title of all Equipment upon shipment by L3Harris, store properly, and make available for use during the Obsolescence Protection.
 - c. Return all replaced equipment to the L3Harris Lynchburg facility, at Customer’s expense, within one hundred eighty (180) days after the Obsolescence Protection Equipment is shipped to the Customer.
 - d. Perform all backups to be used by L3Harris during the Obsolescence Protection.
 - e. Procure additional resources, at Customer’s expense, should the Obsolescence Protection require resources other than those listed herein or to provide functionality to devices beyond this Obsolescence Protection.
5. Additional Conditions and Exclusions:
 - a. Obsolescence Protection Service only includes Services needed for L3Harris Equipment compatibility to the SMS update within the 10X platform for the Equipment listed above and on the Equipment List that are one release from the current release, and does not include Services for defects not corrected by the SMS update, or virus prevention or attacks, or configuration changes not required by the change in Equipment, or improper or custom system configurations, use, hardware, software, or features. Additional hardware, software, permissions, coverage testing, as-builts or other change documentation, licenses, subscriptions, system features or functionality, or services required by or beyond this Obsolescence Protection will be procured by the Customer, at Customer’s expense.
 - b. Obsolescence Protection does not include system expansions, frequency or configuration changes, changes from industry standards or certification bodies (such as P25, LTE, ISO, UL, 3GPP, etc.), or the addition of features or functionality that are not part of the base



equipment upgrade as determined and delivered by L3Harris within the 10X platform. This Obsolescence Protection Service will automatically terminate if L3Harris no longer supports the Equipment or discontinues the Planned Network Upgrades program.

- c. Excluded Equipment from this Obsolescence Protection are Equipment not specifically listed in this Obsolescence Protection section, Terminals, Non L3Harris Infrastructure, civil equipment such as towers and shelters, RF equipment such as base stations, combiners, antennas, power equipment such as generators and UPS, console ancillary equipment such as furniture, speakers, headsets, monitors, footswitches and keyboards, NetClock telephone equipment, connectivity equipment such as microwave or fiber routers and switches, logging recorder server, logging SAN, and associated logging devices, and any battery.

ATTACHMENT C
CRITICAL SPARES LIST

The Equipment below is not included in the Agreement and must be purchased by the Customer based on a price quote from L3Harris which can be provide upon request.

Part #	Description	Qty
14032-0001-85	ROUTER,ISR,C1111-4P	1
14032-0002-04	CISCO 2960+ 24-PORT SW	1
14032-0001-55	ROUTER,ISR4321	1
SAMD7Y	KIT, NETWORK SENTRY, CONTROL/DATA, WIN10	1
SV-AW5L-A	POWER AMPLIFIER,LINEAR,700 MHZ	1
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1
SV-PM1C	Processor, Baseband Module, MASTR V	1
MASV-NZN8S	Fan Tray, MASTR V	1
14032-0001-102	ROUTER,APP,C921-4P	1
14032-0002-19	SWITCH,8P,C1000-8T-2G-L	1
XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	1
VS-CR92	SWITCH,CATALYST 3650 24P IP	1

ATTACHMENT D
POINT OF CONTACT AND NOTICE

NOTICE TO L3HARRIS:

Name Jeremy Roe
Title Principal, Contracts
 L3Harris Technologies
Address 221 Jefferson Ridge Pkwy.
Address Lynchburg, VA 24501

NOTICE TO CUSTOMER:

Name _____
Title _____

Address _____
Address _____

L3HARRIS POINT OF CONTACT:

Name Rodney Philgren
Title Regional Service Manager
Phone 630-270-2368
 331-234-0696
Expertise Field Services

CUSTOMER POINT OF CONTACT:

Name _____
Title _____
Phone _____

Expertise _____

Name _____
Title _____
Phone _____
Expertise _____

Name _____
Title _____
Phone _____
Expertise _____

ATTACHMENT E
DETAILED BREAK OUT OF ANNUAL SUPPORT FEES

Annual Rates																
Service	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Maint Total
Premium Technical Support (PTS), TAC	-	2,964	3,028	3,095	3,163	3,232	3,303	3,375	3,449	3,524	3,601	3,680	3,761	3,843	3,927	47,945
Premium Technical Support (PTS), Renewal Support	-	-	7,450	-	-	7,950	-	1,115	-	-	9,054	-	-	1,270	-	26,839
Security Update Management Services (SUMS+)	-	5,110	5,221	5,336	5,453	5,572	5,694	5,819	5,946	6,076	6,209	6,345	6,484	6,626	6,772	82,664
Software Managed Services (SMS)	-	5,110	5,221	5,336	5,453	5,572	5,694	5,819	5,946	6,076	6,209	6,345	6,484	6,626	6,772	82,664
Depot, Standard Repair	-	5,586	5,709	5,834	5,961	6,092	6,225	6,362	6,501	6,643	6,789	6,938	7,089	7,245	7,403	90,377
Preventive Maintenance, Standard	-	2,033	2,077	2,123	2,169	2,217	2,265	2,315	2,365	2,417	2,470	2,524	2,580	2,636	2,694	32,884
Software Installation, SUMS+	-	3,693	3,774	3,856	3,941	4,027	4,115	4,206	4,298	4,392	4,488	4,586	4,687	4,789	4,894	59,747
Software Installation, SMS	-	1,485	1,518	1,551	1,585	1,620	1,655	1,692	1,729	1,767	1,805	1,845	1,885	1,927	1,969	24,033
Corrective Maintenance, Onsite Labor	-	11,739	11,996	12,259	12,528	12,802	13,082	13,369	13,662	13,961	14,266	14,579	14,898	15,224	15,558	189,924
Planned Network Upgrades - Equipment	-	6,960	6,960	6,960	6,960	6,960	6,960	6,960	9,141	9,141	9,141	9,141	9,141	9,141	-	103,569
Obsolescence Protection - Equipment	-	6,618	6,618	6,618	6,618	6,618	6,618	6,618	-	-	-	-	-	-	-	46,326
	-	51,297	59,573	52,967	53,830	62,661	55,612	57,648	53,037	53,998	64,034	55,985	57,010	59,329	49,989	786,971



STAFF REPORT

SUBJECT: Radio System Maintenance Service Agreement

DEPARTMENT: Police

STAFF CONTACT: James Gresham

RECOMMENDATION:

Approve the L3 Harris Maintenance Service Agreement for the new radio system

BACKGROUND:

In December of 2021 the council approved the Systems Purchase Agreement with L3 Harris Inc. for a new public safety radio system. The systems purchase agreement comes with a one-year warranty that begins when the system is accepted. Our project consultant, Trott Communications, has negotiated a year 2 to 15 maintenance service agreement with L3 Harris that will warranty the radio system for an additional 14 years. This agreement contains yearly warranty fees as well as replacement costs for certain network hardware at set intervals. In addition, the MSA covers the costs of certain critical spare parts to be kept on hand.

Both the City of Granbury and Hood County have signed a similar agreement with L3 Harris.

FISCAL IMPACT SUMMARY:

The MSA locks in pricing for the full 15 years of the agreement at today's dollar values. No payment will be due on the agreement until one year after the radio system is completed and accepted. We currently anticipate the first payment (year 2) being due in January of 2024, however this date may change depending on system implementation.

This agreement has also been flattened to generally smooth out the costs over the term but there is still some variations year to year.

ALTERNATIVES

- Do not enter into the maintenance service agreement
- Pay for repairs as needed at current pricing levels
- Replacement equipment as needed at current pricing levels



STAFF REPORT

SUBJECT: Trott Communications

DEPARTMENT: Police

STAFF CONTACT: James Gresham

RECOMMENDATION:

Modify the consulting agreement with Trott Communications for radio system implementation

BACKGROUND:

In October 2021 the City of Stephenville entered into a consulting agreement with Trott Communications for communications consulting services related to the L3 Harris Inc. systems purchase proposal for \$9,900. Trott assisted the City with contract negotiations, proposal reviews, payment schedules and performance guarantees. Trott also assisted with negotiating the maintenance service agreement with L3 Harris. Trott attended staff, technical and council meetings during this phase. Police Department staff found their assistance to be invaluable. Conservative estimates are that Trott saved the City of Stephenville several times over their cost during contract negotiations. Trott billed for \$7,183 during this phase, coming in under budget.

Now that the radio system purchase agreement has been signed and the implementation phase of the project has begun, Trott has sent over another proposal for implementation services. This includes assistance with all aspects of system design, construction, FCC licensing, quality assurance and acceptance testing of the system once completed.

FISCAL IMPACT SUMMARY:

Trott Communications charges an hourly rate plus expenses. Their estimated cost is \$33,205. This amount could vary depending on time spent and unforeseen issues that may arise.

ALTERNATIVES

Do not enter into an implementation agreement

QUOTE

City of Stephenville, TX
Scope of Work & Pricing
January 27, 2022

Trott Communications Group was retained by the City of Stephenville to support the procurement effort of a P25 public safety radio system. That effort included review of L3Harris proposals, request for modifications to project scope and pricing, development of a long term maintenance plan, and contract negotiations. The City has requested additional support services during project implementation.

Trott has developed the following tasks list and associated man-hours required to support the City throughout system implementation. This representation will ensure L3Harris contract and system performance and will verify that the system meets all contractual requirements prior to cutover.

Task	Man-Hours	Cost
Kickoff Meeting	8	
Bi-Weekly Meetings/Conferences	28	
Review Preliminary P25 Design	6	
Review non-L3Harris Designs (Microwave & Sites)	8	
On-Site Customer Design Review (CDR)	10	
FCC Licensing Support	12	
General Document Review	8	
CAD/Mapping Implementation Coordination	6	
Project Status Updates	8	
Installation Inspections	16	
Acceptance Test Plan (ATP) Documents & Prep	8	
ATP & Final Site Inspections	28	
ATP Follow-up	4	
Fleet Mapping Planning	16	
Cutover Planning	12	
System Cutover	10	
Project Close Out Activities	9	
Labor	197	\$32,505
Mileage & Expenses (General)		\$700
Implementation Support - Total		\$33,205

The hourly rate for Trott’s services is \$165. This quotation is for 197 hours of engineering time and \$700 of miscellaneous expenses. Therefore, the total project cost is quoted at \$33,205.

Trott will invoice monthly for actual labor and expenses, not to exceed the agreed upon total. Additional project scope and funds may be added at the discretion of the City.

Regular City Council Meeting

STAFF REPORT



SUBJECT: FY 2021-2022 Back-up Used Landfill Dozer
MEETING: Regular City Council Meeting - 01 FEB 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed used back-up dozer for the landfill as allocated in the FY 21-22 budget.

BACKGROUND:

Since Terry Roland became the Landfill Superintendent in 2019, the landfill has not been closed due to inclement weather, with the exception of the unprecedented Winter Storm Uri when no power was available. This feat is exceptional for an open-air landfill facility and is due to Mr. Roland's work ethic, institutional knowledge base, and capable work as well as the reliance on the landfill's dozer as the tool to provide and maintain the facility's all-weather access. The city's existing dozer is a 2006 DGR CAT dozer. A second, similar dozer will help ensure the trend continues of being the only facility open when other facilities are closed and the results will continue to be directly reflected in the corresponding revenues.

PROPOSAL:

Attached is a proposal from Holt CAT of Irving, Texas for a used 2005 D6 CAT dozer with approximately 14,000 engine hours. Mr. Roland located, inspected, and test-drove the used dozer and recommends the purchase of the machine as the landfill's back-up dozer as approved in the adopted budget.

Because used heavy equipment cannot be bid apples-to-apples while taking into consideration the age of the equipment previous operational environment, operational hours, operational usage, maintenance schedule, and repairs performed, the proposal for this machine is submitted with a Bid-Exempt status. The Purchasing Department supports this strategy.

FISCAL IMPACT SUMMARY:

The FY 21-22 adopted budget allocated \$150,000 to purchase a used dozer. The used dozer is listed for sale at \$89,000 and has been negotiated and offered to the city for \$86,500 delivered, leaving a balance of \$63,500 for any needed repairs.

ALTERNATIVES:

The following alternatives are provided for council consideration:

1. Do not approve the proposal as presented;
2. Recommend an alternate piece of equipment or purchasing methodology.

ADVANTAGES:

Approval of the proposal provides the machine under budget, is supported by the Purchasing Department, and provides a back-up machine similar to the existing machine with interchangeable parts, the same maintenance servicing schedule, and from a company that also provides repair services to other equipment at the landfill.

DISADVANTAGES:

There are no disadvantages identified with approval of the proposal.

ATTACHMENTS:

[Proposed Used Dozer Quote](#)



DATE: January 26, 2022

Item 21.

QUOTE #:294152-01

CITY OF STEPHENVILLE
TERRY ROLAND

Patrick Dunn
817.996.6348

298 W WASHINGTON ST
STEPHENVILLE, TEXAS 76401-3414

One (1) Used Caterpillar Inc Model: D6R XW WHA Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK02741T SERIAL NUMBER: 0AEP00728 YEAR: 2005 HOURS: 14,282

Original machine price	\$89,000.00
New machine price	\$85,000.00
Freight	\$1,500.00
SUB TOTAL	\$86,500.00
TOTAL PURCHASE PRICE	\$86,500.00

DATE: January 26, 2022 QUOTE #:Quote 294152-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK02741T SERIAL NUMBER: 0AEP00728 YEAR: 2005 HOURS: 14,282

DESCRIPTION	REF.#
D6R II XW DS TRACTOR	164-4780
6PAT XW DS BULLDOZER, COMPLETE	235-4775
WASTE HANDLING ARRANGEMENT	219-1928
CAB, ROPS	159-8370
AIR CONDITIONER, ROPS MOUNTED	164-3725
STRIKER BARS, REAR	202-3265
GUIDE/GUARD, TRACK, HEAVY DUTY	203-6443
LIGHTS, TEN	172-3980
CONVERTER, 24 VOLT TO 12 VOLT	167-7630
HEATER, ENGINE COOLANT, 120V	197-6280
COUNTERWEIGHT, ADDITIONAL	210-0347
THERMAL SHIELD, LAMINATED	212-4937
DRAINS, ECOLOGY, POWERTRAIN	110-6287
OIL CHANGE SYSTEM, POWERTRAIN	214-4642
RADIATOR, AMOCS,WASTE HANDLING	206-3682
FAN, EJECTOR	206-3676
PRECLEANER, TURBINE WITH SCR.	217-0021
GUARD, FUEL TANK	222-0414
GUARD, FINAL DRIVE, CLAMSHELL	190-8431
TRACK, 26" MS (41 SEC) TRAP	185-4054
EMA	0P-5203
DOMESTIC TRUCK	0P-0210
RADIO GP-AM/	173-6530

INTERLOCAL COOPERATION AGREEMENT

This agreement is between the City of Stephenville, Texas (City) and Tarleton State University (Tarleton), a public university and state agency that is a member of The Texas A&M University System, and relates to the cooperation and coordination of police services; namely, parking enforcement in specific areas in and about the City.

1. Purpose

1.1 This agreement is governed by the Interlocal Cooperation Act, Texas Government Code, Ch. 791.

1.2 Both the City and Tarleton are authorized to commission peace officers with all the powers, privileges, and immunities authorized by law.

1.3 The purpose of this agreement is to promote effective and efficient enforcement of the parking ordinances of the City. The parties intend to provide for mutual aid and coordination of services between their police departments. Nothing in this agreement shall be construed to limit the jurisdiction, powers, privileges, or immunities of the parties within their respective jurisdictions.

2. Term

2.1 This agreement will become effective September 1, 2021, and will continue in effect until August 21, 2026, or until either party terminates the agreement by giving the other party ten (10) days written notice. This agreement may be renewed.

3. Authority and Areas of Operation

3.1 The City authorizes Tarleton Police Officers to enforce ordinances found in City Code of Ordinances Title VII, Traffic Code, Chapters 70, 71, 72, 74 and 75.

3.2 The City authorizes Tarleton full time parking enforcement personnel to enforce City Code of Ordinances, Title VII, Traffic Code, Chapters 72 (except Section 72.11) and 75.

3.3 Tarleton Police Officers and full time parking enforcement personnel are granted the above referenced authority on City streets and roadways adjacent to property owned, operated or controlled by Tarleton.

3.4 Nothing herein shall grant arrest authority to any person that is not a certified police officer.

4. Rendering Assistance

4.1 Either party may request assistance from the other in controlling traffic, including enforcement of the parking ordinances.

5. Liaison for Criminal Investigations

5.1 Either party may request assistance from the other while conducting investigations of criminal offenses.

6. Court of Jurisdiction

6.1 Any citations issued under this agreement shall be filed in the City of Stephenville Municipal Court located at 298 W. Washington, Stephenville, Texas.

7. Other Provisions

7.1 Each party to this agreement shall be responsible for any civil liability created by their employees or agents.

7.2 Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

AGREED:

Mayor, City of Stephenville

President, Tarleton State University

APPROVED AS TO FORM ONLY:

City Administrator, City of Stephenville

Chief of Police, Stephenville Police Department

City Attorney, City of Stephenville

Vice President for Student Life, Tarleton State University

Chief of Police, Tarleton State University

Office of General Counsel
The Texas A&M University System



STAFF REPORT

SUBJECT: Interlocal Cooperation Agreement – Parking Enforcement - Tarleton State University Police Department (TSUPD) and Stephenville Police Department (SPD)

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr.

RECOMMENDATION:

Approve the Interlocal Agreement.

BACKGROUND:

The purpose of this agreement is to promote effective and efficient enforcement of the parking ordinances of the City of Stephenville. This agreement will authorized TSUPD to enforce city ordinances Title VII, Traffic Code, Chapters 70,71,72,74, and 75 on streets and roadways adjacent to property owned, operated, or controlled by Tarleton. Any citations issued under this agreement shall be filed in the City of Stephenville Municipal Court.

FISCAL IMPACT SUMMARY:

N/A

ALTERNATIVES

N/A

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT DISPATCHING SERVICES

This Interlocal Agreement (the “AGREEMENT”) is entered into under the authority of Government Code Chapter 791 by and between the City of Stephenville, a political subdivision of the State of Texas (“CITY”), and Tarleton State University, on behalf of the Tarleton State University Police Department (“UNIVERSITY”), a member of The Texas A&M University System, an agency of the State of Texas. CITY and UNIVERSITY shall singularly be referred to as the “Party” and collectively as the “Parties.” This Agreement is entered into by the Parties pursuant to the authority granted under the Inter-local Cooperation Act, Texas Government Code, Chapter 791.

RECITALS

WHEREAS, the Parties desire to ensure the provision of law enforcement dispatch services and to enhance the public safety and welfare of the citizens of the City of Stephenville and the Tarleton State University student body and campus community; and

WHEREAS, the Parties desire to enter into this AGREEMENT to combine Dispatching Services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, the Parties have concluded that this AGREEMENT fairly compensates the performing party for the Dispatching Services being provided hereunder; and

WHEREAS, the CITY agrees to provide law enforcement dispatching services to the UNIVERSITY in accordance with this AGREEMENT.

NOW THEREFORE; IN CONSIDERATION of the mutual promises to each other made hereinafter, the undersigned parties agree as follows:

ARTICLE I TERM

1.01 The term of this Agreement shall become “Effective” as of the date of the last signature below, and shall continue for a period of five years, unless terminated by either Party as provided herein.

ARTICLE II DESIGNATED REPRESENTATIVES

2.01 CITY hereby appoints the Stephenville Police Department Chief of Police, or his designee, as its designated representative with regard to this AGREEMENT.

2.02 UNIVERSITY hereby appoints the University Chief of Police, or his designee, as its designated representative with regard to this AGREEMENT.

2.03 Each Party acknowledges that the respective representatives are intended to be the primary points of contact for the activities conducted under this AGREEMENT but are not authorized to amend, modify, or waive compliance with this AGREEMENT.

ARTICLE III
CITY'S DUTIES AND RESPONSIBILITIES

- 3.01 The CITY, through the Stephenville Police Department (SPD), will provide law enforcement dispatch services to UNIVERSITY law enforcement personnel in accordance with the terms and conditions of this AGREEMENT. Services will be provided twenty-four hours per day, seven days per week during the term of this AGREEMENT.
- 3.02 Dispatching service shall mean informing, advising and dispatching law enforcement units to the scene of an incident to which such law enforcement units ordinarily and customarily respond.
- 3.03 Requests for dispatching services will be taken by telephone, E911, Telecommunications Devices for the Deaf and, if available, Text to 911.
- 3.04 Dispatch services will be provided through the Stephenville Police Department Primary Digital radio channel that is P25 compliant.
- 3.05 SPD personnel will only dispatch calls associated with law enforcement incidents. Other types of calls, such as UNIVERSITY-specific courtesy services, will be routed to other appropriate dispatch services.
- 3.06 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to SPD protocols without regard to jurisdiction.
- 3.07 SPD will refer callers of non-emergency/non-law enforcement calls to other appropriate numbers as time allows.
- 3.08 The telecommunications center shall be operated in a manner consistent with SPD policies and procedures.
- 3.09 Radio communications protocols have been developed by SPD so that all radio communications occur on a consistent basis. Current SPD Communications General Order will be disseminated to UNIVERSITY for information regarding protocols. UNIVERSITY will adopt this General Order for all communications originating from SPD to university police officers and from university police officers to SPD.
- 3.10 The Parties shall consult with each other regarding the configuration of unit identifiers.
- 3.11 Procedures for establishing prioritization of calls shall be the responsibility of SPD according to the SPD Call Priority and Response Directive. Call priorities shall be equally applied to all CITY or UNIVERSITY officers and calls for service. The Call Priority and Response Directive will be disseminated to UNIVERSITY for adoption. Any changes to the Directive will be provided in a timely manner.
- 3.12 CITY will maintain records on all transactions in accordance with CITY record retention guidelines. CAD transactions will be maintained for a minimum of two (2) years.
- 3.13 If UNIVERSITY utilizes the Computer Aided Dispatch (CAD) software SPILLMAN FLEX the CITY shall assist UNIVERSITY with network connectivity support beyond the public data carrier

by making the CITY's data support specialist(s) available to advise or direct the UNIVERSITY's data support specialist(s) during normal business hours.

- 3.14 For SPILLMAN FLEX, UNIVERSITY will provide the necessary software and hardware and CITY will assist, if necessary, with the installation of the software on the UNIVERSITY computers.
- 3.15 CITY shall fulfill its TCIC/NCIC responsibilities pursuant to the Terminal Agency Agreement.
- 3.16 CITY will provide the necessary NetMotion licenses; the cost for the initial license and the annual, ongoing support for the license will be incorporated into the fees assessed to UNIVERSITY.
- 3.17 CITY shall provide UNIVERSITY with written operation and administrative procedures.
- 3.18 CITY shall ensure that employees providing services for UNIVERSITY have not been designated by The Texas A&M University System as Not Eligible for Rehire as defined in A&M System policy 32.02, Section 4.

ARTICLE IV

UNIVERSITY'S DUTIES AND RESPONSIBILITIES

- 4.01 UNIVERSITY shall be responsible for the cost to procure and maintain all equipment and network connectivity needed to communicate with the SPD Telecommunications Center. Access to the SPD network requires the use of NetMotion Mobility XE. NetMotion licenses are assigned individually to each Law Enforcement Officer.
- 4.02 UNIVERSITY shall adhere to all communications protocols developed by the SPD. UNIVERSITY shall ensure that all law enforcement personnel, who will access criminal justice information, shall comply with Texas Law Enforcement Telecommunications System (TLETS), Texas Crime Information Center (TCIC) and National Crime Information Center (NCIC) certification guidelines. UNIVERSITY shall ensure all law enforcement personnel attend TLETS Less than Full Access training, and become compliant with OMNIXX training protocols. UNIVERSITY shall ensure law enforcement personnel keep up to date with OMNIXX certifications on a yearly basis.
- 4.03 UNIVERSTIY shall install and maintain any software, hardware, and network connections necessary to view incidents in the CAD system and Records Management System (RMS) if they wish to have access for statistical or other purposes.
- 4.04 If UNIVERSITY uses SPILLMAN FLEX, it shall provide its own computers, software and mounting hardware approved by the CITY.
- 4.05 UNIVERSITY shall follow CITY's written operation and administrative procedures.
- 4.06 CITY encourages UNIVERSITY to utilize SPILLMAN FLEX because it allows CITY to efficiently dispatch and lower costs. The costs savings are realized by UNIVERSITY by lower costs per Call-for-Service (CFS).

ARTICLE V
PAYMENTS FOR SERVICES PROVIDED

- 5.01 UNIVERSITY shall pay CITY an annual amount of \$50,000, which the Parties estimate to be Tarleton State University Police Department's percentage of the total number of Calls For Service and other appropriate expenses generated by the CITY for public safety incidents. CITY and UNIVERSITY shall agree to review annual increases in operating costs and shall review prior to the annual budgeting process and no later than August 1. Any increases in payment shall be mutually agreed upon by UNIVERSITY and CITY in writing no later than September 1. UNIVERSITY's financial responsibilities under this Agreement shall commence October 1, 2021.
- 5.02 The workload factors in the telecommunications center include the number of 9-1-1 calls answered for the UNIVERSITY, the number of police, fire, and EMS calls dispatched (CFS) and initiated for UNIVERSITY.
- 5.03 If either Party terminates this Agreement, the CITY has the right to receive payment for all services provided up to the effective date of termination.
- 5.04 CITY shall invoice UNIVERSITY during the month of October and payment shall be made by January 30. Invoices shall be sent to Tarleton State University Police Department, Chief of Police, Box T-0560, Stephenville, Texas 76402 Time periods for payments due under this AGREEMENT are governed by the Texas Prompt Payment Act (Texas Government Code Chapter 2251.
- 5.05 Pursuant to Section 2252.903, Texas Government Code, any payments owing to CITY under this AGREEMENT may be applied directly toward certain debts or delinquencies that CITY owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

ARTICLE VI
TERMINATION

- 6.01 This AGREEMENT may be terminated by either Party upon ninety (90) days advance written notice to the non-terminating Party as set forth below. In the event of termination, the fee payable by UNIVERSITY to CITY shall be pro-rated to the effective date of termination.
- 6.02 Either Party shall have the right to terminate, based on the provisions of this AGREEMENT, if the other Party breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from the other Party. If the AGREEMENT is terminated by CITY under this paragraph, CITY shall be entitled to retain money already received prorated to the period from the last payment until the effective date of termination, and shall refund the remainder to UNIVERSITY.

ARTICLE VII
NOTICES

- 7.01 All notices required or provided for in this AGREEMENT will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, or (c) on the date of delivery if delivered personally, an in

each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

City of Stephenville Police Department

Chief of Police
356 N. Belknap
Stephenville, Texas 76401

City of Stephenville

City Administrator
298 W. Washington
Stephenville, Texas 76401

Tarleton State University Police Department

Chief of Police
Box T-0560 (1600 W. Vanderbilt)
Stephenville, Texas 76402

Tarleton State University

Vice President of Student Life
Box T-0680
Stephenville, Texas 76402

ARTICLE VIII
DEFAULT AND REMEDIES

- 8.01 Upon notice of termination by UNIVERSITY, or if within thirty (30) days following a written notice of termination for default, CITY is unable to cure the specified default, CITY shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this AGREEMENT and shall take all reasonable steps to mitigate and minimize termination costs.
- 8.02 Within thirty (30) days from the date of the termination of this AGREEMENT, CITY shall submit an invoice detailing the services performed under this AGREEMENT prior to the effective date of termination which have not been previously invoiced by CITY to UNIVERSITY.
- 8.03 Upon termination of this AGREEMENT, neither Party will have any further obligations to the other except for: (1) payment for services performed prior to termination; (2) any liability for any breach of this AGREEMENT occurring prior to termination; and (3) any provisions of this AGREEMENT which survive termination hereof.
- 8.04 The CITY and the UNIVERSITY understand and agree to be subject to all applicable laws, ordinances and regulations which govern and affect the activities under this Agreement, including the Texas Emergency Telephone Number Act; Health and Safety Code Sect. 772.301 et seq., and National Crime Information Computer network telecommunications as promulgated by the State of Texas or the United States Government or any of its appropriate Agencies, such as the Texas Department of Public Safety or the Federal Bureau of Investigation.

- 8.05 It is expressly understood and agreed that in the execution of this AGREEMENT, no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.
- 8.06 Nothing in this AGREEMENT shall constitute a basis for ownership of CITY's telecommunications center, software, hardware or other equipment. Participation in this AGREEMENT is for service only from the CITY and does not create any ownership rights in CITY's fixed assets. Further, participation does not grant the UNIVERSITY representation with the North Central Texas Council of Governments (NCTCOG) associated with the operations of the SPD Telecommunications Center.
- 8.07 CITY shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by CITY that cannot be resolved in the ordinary course of business. CITY shall submit written notice of a claim of breach of contract under this chapter to UNIVERSITY's designated official, who will examine CITY's claim and any counterclaim and negotiate with CITY in an effort to resolve the claim.

ARTICLE IX
ACCESS TO RECORDS

- 9.01 Both Parties agree and understand the CITY creates records regarding the Computer Aided Dispatch (CAD). The CITY is the custodian of the CAD records that may be created in accordance with this AGREEMENT. Those CAD records are wholly and totally owned by the CITY and will provide them to the UNIVERSITY, with a written request from the UNIVERSITY.
- 9.02 Any CITY or UNIVERSITY information generated by CAD that is viewed via the internet may not be released by UNIVERSITY or CITY, except as required by law, unless prior written permission from the CITY or UNIVERSITY is obtained. CAD access is granted for purposes of viewing incidents associated with CITY or UNIVERSITY for confirmation of dispatch.
- 9.03 Read only access to CAD records shall be made available to UNIVERSITY for purposes of viewing individual incidents and confirming CAD Incident numbers. If UNIVERSITY chooses to use crimes or crimes mobile for its Report Management System (RMS), or if UNIVERSITY continue to use its current RMS, UNIVERSITY's database shall be kept and maintained solely separate from the CITY. Conversely, the CITY's RMS shall be kept and maintained solely separate from the UNIVERSITY. Should UNIVERSITY choose to utilize the crimes or crimes mobile software, it shall maintain a relationship with crimes software support staff for any and all technical support.
- 9.04 All Public Information Act (PIA), Texas Government Code 552, requests involving UNIVERSITY records shall be referred to UNIVERSITY. UNIVERSITY shall designate a recipient for any PIA requests the CITY may receive and that recipient shall provide contact information so PIA requests may be forwarded. CITY currently has in place a designated contact for PIA requests that shall remain in place.
- 9.05 Records pertaining to both Parties shall be retained in accordance with Texas Government Code 441.158 Texas State Library and Archives Commission, records retentions schedules 13 TAC §7.125(a)(5) (Third Edition, Effective August 14, 2011); Local Government Code, Chapter 204 or Chapter 205, as applicable.

ARTICLE X
ASSIGNMENT OR TRANSFER OF INTEREST

- 10.01 A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Parties except to a successor governmental entity or as required by law. Any attempt to assign without such approval shall be void.

ARTICLE XI
AMENDMENT(S)

- 11.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly approved and signed by the Parties hereto.

ARTICLE XII
TEXAS LAW TO APPLY

- 12.01 This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Erath County, Texas.

ARTICLE XIII
LEGAL CONSTRUCTION

- 13.01 In case 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 invalid, illegal, or unenforceable provisions shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein if the essential terms of this AGREEMENT remain valid, legal, and enforceable.
- 13.02 This AGREEMENT is not intended to create a partnership, joint venture, or employment relationship between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This AGREEMENT is not intended to make employees of either Party into employees of the other; nor is it intended to make the employees of either Party entitled or eligible to participate in any benefits or privileges given or extended by the other Party to its employees.

ARTICLE XIV
COMPLIANCE WITH LAWS AND ORDINANCES

- 14.01 The Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this AGREEMENT.

- 14.02 In conducting its activities under this AGREEMENT, neither Party shall exclude or discriminate against any individual on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity.

ARTICLE XV
FORCE MAJEURE

- 15.01 For purposes of this AGREEMENT, “Force Majeure Event” means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this AGREEMENT, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations, (2) that Party’s inability to perform those obligations is not due to its failure to (1) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (c) that Party complies with its obligations under this Section 15.01. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this AGREEMENT.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

- 16.01 This AGREEMENT, including the exhibits, appendices or addenda, constitutes the entire AGREEMENT of the Parties regarding the subject matter of this AGREEMENT and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.

[The remainder of this page is intentionally left blank]

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 20_____.

CITY OF STEPHENVILLE

TARLETON STATE UNIVERSITY

Mayor

President, Tarleton State University

ATTEST

ATTEST

Stephenville Police Department
Chief of Police

Tarleton State University Police Department
Chief of Police

APPROVED AS TO LEGAL FORM

City of Stephenville
City Attorney

Assistant General Counsel
The Texas A&M University System
Office of General Counsel



STAFF REPORT

SUBJECT: Interlocal Agreement for Law Enforcement Dispatching Services – Tarleton State University Police Department (TSUPD) and Stephenville Police Department (SPD)

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr.

RECOMMENDATION:

Approve the Interlocal Agreement.

BACKGROUND:

This agreement will provide law enforcement dispatch services to enhance the public safety and welfare of the citizens of the City of Stephenville and the Tarleton State University student body and campus community.

FISCAL IMPACT SUMMARY:

Tarleton State University will pay the City of Stephenville an annual amount of \$50,000.00 for the dispatch services of SPD for the TSUPD. Tarleton State University and the City of Stephenville agree to review annual increases in operating costs.

ALTERNATIVES

N/A



EAGLE COUNTY HEALTH SERVICE DISTRICT – COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register by form or electronically with Eagle County Health Service District, dba Eagle County Paramedic Services ("Eagle County"), Public Safety Association Inc and managed by the North Central EMS Corporation, dba Savvik Buying Group or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through Eagle County and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non- procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination. Participating Public Agency is not required or obligated to any purchase threshold in order to use Eagle County contracts. Contract is at will.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Signed _____ Printed Name _____

Title _____ Date _____

Agency Name _____ Phone _____

Address _____ City _____ State _____ ZIP _____

Public Safety Association Inc Signature _____ Date _____